ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
June 25, 2026

06/25/2026 - 05:30 PM
Join Zoom Meeting 89210736928
2930 Gay Avenue, San Jose, CA 95127
District Board Room

AGENDA

Code: Regular #38-25/26
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/89210736928
Webinar ID: 892 1073 6928
Or One tap mobile:
+6699006833, 89210736928# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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) 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) 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) Assistant Superintendent, Human Resources; Lead Negotiator (3) Teresa DeCelles, Assistant Superintendent, Business.

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

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

4. RECONVENE TO OPEN SESSION - DISTRICT OFFICE BOARD ROOM

1. Report of Action Taken in Closed Session

5. 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.

6. 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. Board Policy 5142 Safety: First Reading (Discussion Only; No Action).
3. Review and Approve the 2026-2027 Local Control Accountability Plan (LCAP), 2025-2026 LCAP Annual Update, 2026-2027 Budget Overview for Parents and 2026-2027 LCAP Addendum.A copy of proposed LCAP, LCAP Annual Update and LCAP Addendum is available at the District's Administrative Offices in the Education Services Department.

   LEAs are required to develop, adopt and annually update a three-year Local Control Accountability Plan (LCAP). The LCAP must include a description of the annual goals to be achieved for each student group for each state priority and any locally identified priorities. The LCAP also contains expenditures to support pupil outcomes and overall performance. The LCAP must include an annual review of the effectiveness of the goals, actions and services from the current year, A Budget Overview for Parents and LCAP Addendum.

4. Adoption of the District’s proposed 2026-2027 Budget. A copy of the proposed 2026-2027 Budget is available at the District's Administrative Offices in the Business Services Department.

   Education Code Section 42127 requires the governing board of each school district to adopt a budget for the subsequent year on or before July 1st. The budget is also subject to the review and approval of the County Superintendent. Any major revisions to the school district’s budget that result from the passage of the state budget will be presented to the governing board within 45 days after the Governor signs the State Budget Act.

   Revenue projections are based on guidelines from Santa Clara County Office of Education and Department of Finance (DOF). Considering declining enrollment, and the impact of the LCFF funding shift, we are presenting a multi-year projection which shows the District will meet its financial obligations in the current and two subsequent fiscal years. The district is committed to a balanced budget, and continues to work on a multi-year budget plan to maintain fiscal solvency.

5. Approve Resolution No. 94-25/26 Recognizing Juneteenth.
6. Approve Resolution No. 95-25/26 Recognizing March 31st As Farmworkers' Day.
7. Approve Resolution No. 96-25/26 Recognizing Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ+) Pride Month and Harvey Milk Day.
8. Approve Resolution No. 98-25/26 To Celebrate America's 250 Semiquincentennial.

9. Presentation/ Information Only: ARUSD Strategic Plan Implementation Update The Interim Superintendent will provide an update on the implementation of the goals and actions in the Strategic Plan adopted by the Board in June 2025. The three priority areas are: 1. Academic acceleration and programming 2. Student support and wellness and 3. Student, family, and staff engagement

10. Consideration and Approval of Agreement rate increase effective July 1, 2026 between the ARUSD and Atkinson, Andelson, Loya, Ruud & Romo, a professional corporation.

11. Approve CSBA GAMUT Meetings (Membership) , Policy and Policy Plus (Subscription) . The total cost is $14,150.00.

12. Receive Santa Clara County Civil Grand Jury report "Alum Rock Union School District: Known problems, unfinished solutions" and Discuss/Approve Process and Timeline for Response and Follow-up Actions.

13. Approve 90 Day Extension of Contract for Legal Services with the Law Office of Rogelio Ruiz.

14. Approve Resolution No. 99-25/26 Placing a Freeze on the Salaries, Column Increases and Longevity Increments of all Employees on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule salaries, and for suspension of overtime pay through June 30, 2027.

7. BONDS/FACILITES- CONTRACTS OVER $100,000- Board Discussion And/ or Action (The Board may take action on any item in the section, unless it is designated for information only).

1. Facilities Update Presentation

   Staff will provide updates with a presentation.

2. Citizens' Bond Oversight Committee Annual Report Presentation (CBOC)

   The Citizens' Bond Oversight Committee (CBOC) was established in accordance with Proposition 39 and California Education Code Requirements to provide independent oversight of the expenditure of voter approved bond proceeds. As part of the CBOC oversight responsibilities, the committee is responsible of informing the public concerning the District's expenditure of bond expenditures, and present an annual report regarding the District's bond program.

8. 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. GO Bond Voter Survey Results Presentation

   Dale Scott & Company will provide an update on Refunding Bonds, Series B Bonds and the potential 2026 GO Bond Measure for Board consideration.

2. Parcel Tax Voter Survey Results Presentation

   Dale Scott & Company will provide an update on the potential 2026 parcel tax measure for Board consideration.

3. Request for Approval of RFP No.2627-CNS03 Meat Products for 2026-2027 School Year

   Child Nutrition Services (CNS) solicited RFP for Meat Products for school year 2026-2027 following the federal competitive bid procedures to obtain the best service and meat products that are natural, sustainable and humanely raised to support federal breakfast and lunch feeding programs. Based on services, quality of products, and meeting sustainable requirements, CNS recommends awarding the contract to Cream Co. LLC.

4. Education Protection Account (EPA) Spending Plan for 2026-2027

   District Spending Plan (2026-2027): The District will allocate $17,653,182 in EPA funds toward teacher salaries and benefits, by shifting expenditures from resource 0000 (unrestricted) to resource 1400 (EPA). No

administrative costs will be charged to the EPA resource.

5. Resolution #97-25/26 Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.

   Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent or the Interim Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent or the Interim Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board Agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2026-2027 school term.

6. Approve Facilities Use Agreement with Alpha Public Schools

   Alpha Public Schools operate Alpha: Blanca Alvarado and Alpha: Jose Hernandez charter schools within the District under approved charter petitions. The District currently provides facilities for these schools at the former Slonaker School site, located at 1601 Cunningham Avenue, San Jose.

   Under Education Code Section 47614(b), school districts must provide charter schools with facilities that are reasonably equivalent to those of district students.

   In addition, Board Policy 7161 provides that the District:

   1. Shall not enter into any lease of District land with any total term of more than five (5) years; and
   2. Shall not enter into any lease of District land that allows for the assignment of the lease or the sublease of all or any portion of the leased premises by the tenant to any person or entity.

7. Approve Facilities Use Agreement with KIPP Bay Area Schools

   KIPP Bay Area Schools operate Heartwood Academy and Prize Preparatory Academy within the District under approved charter petitions. The district currently provides facilities for these schools at the former Miller School site, located at 1250 S. King Road, San Jose.

   Under Education Code Section 47614(b), school districts must provide charter schools with facilities that are reasonably equivalent to those of district students.

   In addition, Board Policy 7161 provides that the District:

   1. Shall not enter into any lease of District land with any total term of more than five (5) years; and
   2. Shall not enter into any lease of District land that allows for the assignment of the lease or the sublease of all or any portion of the leased premises by the tenant to any person or entity.

8. Approve Renewal of Contract with Dannis Woliver Kelly (DWK) for Legal Services for the term July 1, 2026 through June 30, 2028

   Dannis Woliver Kelley (DWK) will provide legal services related to public works bidding, contracting, and construction matters, as well as facilities-related and charter school issues, during the 2026-27 and 2027-28 fiscal years.

9. 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. Progress of Local Performance Indicators

California's accountability and continuous improvement system provides information about how local education agencies and schools are meeting the needs of students based on a concise set of measures. LEAs are responsible for rating their progress on the local performance indicators and reporting the results to their local governing board during LCAP adoption.

2. Annual Charter School Review

   Staff has conducted a one-day visit of Alpha Blanca Alvarado as part of the required review process. The report provides key observations and evidence gathered during the review.

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

1. Resignations (Information Only)

   Pursuant to Board Policy 4117.2, the Superintendent or designee has accepted the following resignations indicated in the accompanying Memorandum.

2. Approve and Ratify Tentative Agreement between Alum Rock Union Elementary School District and Teamsters, for the period of July 1, 2025 – June 30, 2026; Disclosure of major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years.

   The District and Teamsters have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2025 – June 30, 2026.

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

1. Approve Maxim Healthcare Services for the 2026/2027 SY. This contract will provide behavior technicians/paraprofessionals to assist Alum Rock teachers/students in the classrooms. Submitted by Special Education, $1,100,000 dollars.

   Maxim Healthcare Services will provide behavior technicians/paraprofessionals to assist Alum Rock teachers/students in the classrooms. Due to the lack of applicants for paras, this contract is required to stay compliant.

2. Approve FORXA for the 2026/2027 SY. This contract will provide 2 ARUSD school sites with enrichment arts programs during summer 2026. Submitted by Student Support Services, $175,000 dollars.

   FORXA will provide 2 ARUSD school sites with enrichment arts programs during summer 2026. Students will discover the incredible energy and self-worth within themselves through the medians of digital arts, international/cultural, textile/design, music, and dance.

3. Approve Cal West Fence for the 2026/2027 SY. This contract will provide services to furnish and install security fence and gates at Adelante, Aptitud and Sheppard. Submitted by M.O.T., $151,343 dollars.

   Cal West Fence will provide service to furnish and install security fence and gates at Adelante, Aptitud Community Academy and Sheppard Middle School.

4. Approve Keenan for the 2026/2027 SY. This contract will provide coverage to protect the District against property losses, liability claims, and cybersecurity risk. Submitted by Business Services, $1,056,091 dollars.

   The District obtains property, liability, and cyber insurance coverage through Northern California Relief, administered by the District's insurance broker, Keenan. This coverage protects the District against property losses, liability claims, and cybersecurity risk.

5. Approve Keenan (PIPS) for the 2026/2027 SY. This contract will provide workers' compensation coverage, claims administration and risk management services for participating school districts. Submitted by Business Services, $2,011,205.00 dollars.

   The District participates in the Protected Insurance Program for Schools (PIPS), a workers' compensation insurance program provided through our insurance broker, Keenan. PIPS provides workers' compensation

coverage, claims administration, and risk management services for participating school districts.

6. Approve The City Peace Project for the 2026/2027 SY. This contract will provide mentorship , social-emotional support, and positive engagement. Submitted by Student Support Services, $119,000.00 dollars.

   The City Peace Project program will provide mentorship, social-emotional support, and positive engagement opportunities to improve student behavior, attendance, and school connectedness. The program also helps create a safer and more supportive learning environment that promotes student success. Services will be provided at ARUSD 3 middle schools, Ocala, Sheppard and Renaissance at Mathson.

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

1. Approve the Scoot Education contract for the 2025/2026 SY. This contract extension is for an increased usage of Scoot services due to teacher PD. Submitted by: Human Resources; original approved contract was in the amount of $30,000.00. A new increase request of $20,000.00. The total contract amount for the 2025/2026 SY is in the amount of $110,000.00 dollars.

   Due to additional teacher Professional Development days in April and May, in support of the District's Academic goals and initiatives, a 20K increase for Scoot Education is required, bringing the total contract to $110,000. Scoot provides qualified substitute teachers on high-demand days when more than 45 substitute teachers are required.

2. Approve the Amergis Healthcare Staffing contract for the 2025/2026 SY. This contract extension is for an increased usage of Amergis Healthcare Services additional support needed for students with medical needs. Submitted by: Special Education; original approved contract was in the amount of $150,000.00. A new increase request of $20,000.00. The total contract amount for the 2025/2026 SY is in the amount of $178,000.00 dollars.

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

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

1. Approval of Minutes for the following meeting: June 11, 2026, Regular Board Meeting.

2. 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.

3. Approve Unrepresented Calendar for 2026-2027.

   Attached is the Unrepresented (School-based Mental Health Clinician) Calendar for the 2026-2027 school year.

4. Approve Bond Contracts/Extensions

   The District has received a summarized list of bond contracts/extensions dated June 25, 2026

5. Approve Contracts for Professional Services-Firms/Organizations

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

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE

Academic Services Emily McChristian	08/01/2026-06/30/2029	Bay Area Women's Sports Initiative (BAWSI)	No Cost	BAWSI will provide during and after school fitness and confidence building programs for girls in grades 2-8 and students with disabilities for school years '26-'27, '27-'28, and '28-'29. Programming includes leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities. Funding: General or Restricted
Business Services Teresa DeCelles	07/01/2026-06/30/2027	STRL Corp. DBA: Ryland Strategic Business Consulting	$49,500.00	Ryland SBC will provide general financial planning and business services as needed; fiscal viability, analyze long-term cash flow schedules; and presentations to the Board. Funding: General
Human Resources Cesar Torrico	2/27/2026-06/30/2030	Teach for America, Inc	$20,000.00	Hiring additional teachers through TFA; change not to exceed amount from $30K to $50K. Funding: General
Information Technology Support Services Brett Littrell	07/01/2026-06/30/2029	Fiber Upper Holdings, LLC	$27,500.00	Fiber Upper Holdings, LLC D/B/A: Fiber AssetCo LLC, known as Crown Castle, provides fiber optic networking from the district. This network is vital the functioning of the schools and provides the following services: Phones, Internet Access, Safety Alerting, Alarms, Bells and Whistle, site video monitoring. Funding: General
M.O.T. Eric Wasinger	07/01/2025-06/30/2026	Axiom Communications Systems	$25,207.63	Increase the amount by $25,207.63 to CO-268032 to pay invoice no.3295 for installing cabling and speaker clock for DCP and connecting to the Ocala Valcom PA system. Board approved June 26, 2025. Provide services and repairs on all fire alarm, security, and PA intercoms. Funding: Restricted

M.O.T Eric Wasinger	06/26/2026- 06/30/2026	Cal West Fence, INC	$87,243.00	Cal West Fence will provide service to furnish and install security and install security fence and gates at LUCHA Elementary and San Antonio Elementary School. Funding: Restricted
M.O.T. Eric Wasinger	07/01/2025- 06/30/2026	Precision Communications Systems	$30,000.00	Increase the amount of $30,000.00 to CO-268038 to pay outstanding invoices and the remainder of the fiscal year. During the current school year's annual fire alarm inspection, several unforeseen fire alarm issues were found that needed to be addressed promptly. Board approved June 26, 2025. Service provide on fire alarm inspection and maintenance services. Funding: Restricted
M.O.T Eric Wasinger	05/29/2026- 06/30/2026	Restoration Management Company	$64,973.97	Ratify-Restoration Management Company will provide repair and replacement services in the Storage Room and Computer Room at Hubbard Media Arts due to the Fire Damage. Funding: General
Special Education Anthony Colonna	12/19/2026- 12/31/2026	Center for Speech Learning	No Cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable
Special Education Anthony Colonna	01/30/2026- 12/31/2026	Bird Kern Dalmia	No Cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable
Special Education Anthony Colonna	02/25/2026- 12/31/2026	Mind by Design	No cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable
Special Education Anthony Colonna	02/13/2026- 12/31/2026	Positive Solutions	No Cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable

Special Education Anthony Colonna	06/28/2026- 06/30/2027	Juniper Psychology Group	$7,000.00	Juniper Psychology Group will conduct a comprehensive IEE evaluation per parent request. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	YMCA Project Cornerstone	$13,283.00	Project Cornerstone will support ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including Asset Building Champions (ABC), Los Dichos and SEL Program (Social and Emotional Learning). Funding: General
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	Silicon Valley Education Foundation	$45,000.00	SVEF will provide the Elevate [Math] program for incoming 3rd-6th grade students who are nearly meeting their grade-level math standards. The [CSI] program blends hands-on coding with critical discussion about AI's impact, ethics, and careers in technology. Serving up to 840 students. Funding: Restricted

6. 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. July 16 , 2026 (2026-2027 School Year).

6.1

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 15, 2026

Subject: **Approve Contract for Superintendent.**

Fiscal Impact: Yes

Budget Source: None

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

Recommend Approval

Submitted by: Linda Chavez Title: Board President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

b. 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 15, 2026

Subject: **Board Policy 5142: Safety- First Reading.**

Fiscal Impact: None

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 25, 2026
Regular Board Meeting

b. 2
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Policy 5142: Safety **Status:** ADOPTED

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

The ~~Board of Trustees~~Governing Board recognizes the importance of providing a safe school environment that is conducive to learning and promotes student safety and well-being. Appropriate measures shall be implemented to minimize the risk of harm to students, including, but not limited to, protocols for maintaining safe conditions on school grounds, promoting safe use of school facilities and equipment, including safe use of technology, and guiding student participation in educational programs and school-sponsored activities.

~~Additionally, the~~ The Superintendent or designee shall regularly review current guidance regarding cybersecurity and digital media awareness and incorporate recommended practices into the district's processes and procedures related to the protection of the district's network infrastructure, and the monitoring and response to suspicious and/or threatening digital media content.

~~School staff~~District staff shall be responsible for the proper supervision of students at all times when students are subject to district rules, including, but not limited to, during school hours, school-sponsored activities, before and after-school programs, morning drop-off and afternoon pick-up, and while students are using district provided transportation.

Additionally, district employees, volunteers, and contractors shall promote safe environments for student learning and engagement that maintain appropriate boundaries among and between students. (Education Code 32100)

Appropriate boundaries shall be maintained between students and school employees, adult volunteers, and school

The Superintendent or designee shall ensure that students receive appropriate instruction on topics related to safety and emergency procedures, as well as injury and disease prevention.

Crossing Guards/Student Safety Patrol

To assist students in safely crossing streets adjacent to or near school sites, the Board may employ crossing guards and/or establish a student safety patrol at any district school. The Superintendent or designee shall periodically examine traffic patterns within school attendance areas in order to identify locations where crossing assistance may be needed.

Student Identification Cards and Safety Information

Student identification cards of students in grades 7-12 shall have printed on them safety information, including the following: (Education Code 215.5)

1. The National Suicide Prevention Lifeline telephone number and, at the district's discretion, the Crisis Text Line and/or a local suicide prevention hotline telephone number

2. The National Domestic Violence Hotline

Docusign Envelope ID: 2CF0A9E6-BE98-8AD8-817E-952702E74561

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 15, 2026**

Subject: **Review and Approve the 2026-2027 Local Control Accountability Plan (LCAP), 2025-2026 LCAP Annual Update, 2026-2027 Budget Overview for Parents and 2026-2027 LCAP Addendum. A copy of proposed LCAP, LCAP Annual Update and LCAP Addendum is available at the District's Administrative Offices in the Education Services Department**

Staff Analysis: LEAs are required to develop, adopt and annually update a three-year Local Control Accountability Plan (LCAP). The LCAP must include a description of the annual goals to be achieved for each student group for each state priority and any locally identified priorities. The LCAP also contains expenditures to support pupil outcomes and overall performance. The LCAP must include an annual review of the effectiveness of the goals, actions and services from the current year, A Budget Overview for Parents and LCAP Addendum.

Fiscal Impact: **None**

Budgeted: **No Cost**

Budget Source: **None**

Recommendation: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the 2026-2027 Local Control Accountability Plan (LCAP), 2025-2026 Annual update, 2026-2027 Budget Overview for Parents and the 2026-2027 LCAP Addendum.

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

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

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

Recommend Approval

6.3

Agenda Placement

Signed by:
Sandra Garcia
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Sandra Garcia, Interim Superintendent

Docusign Envelope ID: 2CF0A9E6-BE98-8AD8-817E-952702E74561

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 2CF0A9E6-BE98-8AD8-817E-952702E74561

6.4

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 12, 2026

Subject: **Adoption of the District's proposed 2026-2027 Budget. A copy of the proposed 2026-2027 Budget is available at the District's Administrative Offices in the Business Services Department.**

Support Information: Education Code Section 42127 requires the governing board of each school district to adopt a budget for the subsequent year on or before July 1st. The budget is also subject to the review and approval of the County Superintendent. Any major revisions to the school district's budget that result from the passage of the state budget will be presented to the governing board within 45 days after the Governor signs the State Budget Act.

Revenue projections are based on guidelines from Santa Clara County Office of Education and Department of Finance (DOF). Considering declining enrollment, and the impact of the LCFF funding shift, we are presenting a multi-year projection which shows the District will meet its financial obligations in the current and two subsequent fiscal years. The district is committed to a balanced budget, and continues to work on a multi-year budget plan to maintain fiscal solvency.

Fiscal Impact: Yes

Budget Source: All Funds

Recommended Action: Staff recommends that the Board of Trustees approve the adoption of the District's proposed 2026-2027 Budget.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

Docusign Envelope ID: 2CF0A9E6-BE98-8AD8-817E-952702E74561

To the Board of Trustees:

Meeting: June 25, 2026
Regular Board Meeting

6.4
Agenda Placement

Signed by:
Sandra Garcia
10E0D6C86D574F8...
Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ANNUAL BUDGET REPORT:

July 1, 2026 Budget Adoption

Select applicable boxes:

X This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.

X If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Place: 2930 Gay Ave. San Jose, CA 95127

Date: June 11 , 2026

Public Hearing:

Place: 2930 Gay Ave. San Jose, CA 95127

Date: June 11, 2026

Time:

Adoption Date: June 25, 2026

Signed:

Clerk/Secretary of the Governing Board

(Original signature required)

Printed Name: Minh Pham

Title: Board Clerk

Contact person for additional information on the budget reports:

Name: Mike Fogel

Title: Fiscal Director

Telephone: 408-928-6847

E-mail: Michael.fogel@arusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Projected (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.	X	
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.		X

9a	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	
SUPPLEMENTAL INFORMATION			**No**	**Yes**
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X
SUPPLEMENTAL INFORMATION (continued)			**No**	**Yes**
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2025-26) annual payment?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?	X	
		• If yes, are they lifetime benefits?	n/a	
		• If yes, do benefits continue beyond age 65?	n/a	
		• If yes, are benefits funded by pay-as-you-go?	n/a	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation, employee health and welfare, or property and liability)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for:		
		• Certificated? (Section S8A, Line 1)		X
		• Classified? (Section S8B, Line 1)		X
		• Management/supervisor/confidential? (Section S8C, Line 1)	n/a	
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?		X
		• Adoption date of the LCAP or an update to the LCAP:	**06/25/2026**	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X
ADDITIONAL FISCAL INDICATORS			**No**	**Yes**
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?		X
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?		X
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
ADDITIONAL FISCAL INDICATORS (continued)			**No**	**Yes**
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	

A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?		X

Annual Certification Regarding Self-Insured Workers' Compensation Claims

Pursuant to *Education Code* Section 42141, if a school district, either individually or as a member of a joint powers agency (JPA), is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

○ This district is self-insured for workers' compensation claims as defined in *Education Code* Section 42141(a):

- Total liabilities actuarially determined: $ _____
- Less: Amount of total liabilities reserved in budget: $ _____
- Estimated accrued but unfunded liabilities: $ 0.00

○ This school district is self-insured for workers' compensation claims through the JPA identified below:

_____

◉ This school district is not self-insured for workers' compensation claims.

Signature (Original signature required)

	06/25/2026
Signature of Clerk/Secretary of the Governing Board	Date of Meeting (Format: MM/DD/YYYY)
Minh Pham	Board Clerk
Printed Name	Title

For additional information on this certification, please contact:

Mike Fogel	Fiscal Director
Name	Title
Michael.fogel@arusd.org	408-928-6847
Email	Telephone

6.5

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 15, 2026

Subject: **Approve Resolution No. 94-25/26 Recognizing Juneteenth.**

Fiscal Impact: None

Budget Source: None

Recommend Approval

Submitted by: Minh Pham Title: Board Clerk

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.5
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BOARD OF TRUSTEES OF THE
ALUM ROCK UNION ELEMENTARY SCHOOL

RESOLUTION # 94-25/26

RE: Recognizing Juneteenth

WHEREAS, June 19th is nationally recognized as Juneteenth - the oldest known American celebration of the ending of slavery; and

WHEREAS, more than two years after the Emancipation Proclamation of January 1, 1863, Union soldiers arrived in Galveston, Texas on June 19th to announce the Civil War had ended and that enslaved people were now free. Juneteenth Day celebrations have since been held to commemorate African American freedom from slavery; and

WHEREAS, honoring this day, more than 150 years later, helps us learn our history and better understand the experiences of African Americans that shaped this nation; and

WHEREAS, the Alum Rock Union Elementary School District advocates for the continuance of the tradition of celebrating Juneteenth to acknowledge and condemn the atrocities and degradation of our shared past and honors this day of resilience in the face of injustice and inhumanity for present and future generations; and

WHEREAS, Alum Rock Schools acknowledges the historical relevance of this significant event and the generational trauma that accompanies being subject to racism, discrimination, and prejudice as a barrier to positive mental and physical health and well-being, economic opportunity, and academic achievement; and

WHEREAS, Alum Rock Schools remains committed to improving student equity and access to high quality education as well as to providing quality support to districts, schools, students, and communities; and

WHEREAS, Alum Rock Schools commits to supporting African-American student organizations, as well as staff affinity organizations; now

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union Elementary School District do hereby adopt this resolution recognizing and honoring the every 19th of June as Juneteenth going forward, and remain committed to inspiring equity, creating alliances, celebrating diversity, and establishing safe environments in our schools and communities throughout the county.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District at a meeting held on June 25th, 2025, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENCES:

_____

Minh Pham

Clerk of the Board

6.6

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 15, 2026

Subject: **Approve Resolution No. 94-25/26 Recognizing March 31st Farmworkers' Day.**

Fiscal Impact: None

Budget Source: None

Recommend Approval

Submitted by: Minh Pham Title: Board Clerk

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Board of Trustees of the
Alum Rock Union Elementary School District
RESOLUTION # 95-25/26
RE: RECOGNIZING MARCH 31st AS FARMWORKERS' DAY

WHEREAS, Alum Rock, in particular the Mayfair neighborhood, served as the historical region that gave rise to the launch of the farmworker rights movement and finds it necessary to commemorate those efforts at social uplift.

WHEREAS, the Alum Rock Union Elementary School District has historically served the families of farmworkers and continues to serve students from all underserved populations to this day, it is important to acknowledge the life and work of civil rights leaders whose work directly impacts our student populations; and

WHEREAS, the rights won by the farmworkers' rights movement gave rights to workers, providing for laws protecting fair wages and good working conditions; and

WHEREAS, Alum Rock Schools continues to provide services to students in Migrant Education Programs to ensure that migrant children fully benefit from the same free public education and support services provided to other children; and

WHEREAS, Alum Rock Schools recognizes the positive social change is a collective effort by the people exercising the democratic rights of free speech, peaceful assembly, and association; and

WHEREAS, Alum Rock Schools believe that it is necessary to commemorate the efforts of all those who worked to ensure the rights of farm workers and all other workers are protected and expanded under the law; and

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union Elementary School District does hereby adopt this resolution renaming the holiday on March 31st as Farmworkers' Day, in line with Assembly Bill 2156, enacted into state law on March 26th, 2026.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District at a meeting held on June 25th, 2026, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENCES:

_____

Minh Pham

Clerk of the Board

6.7

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 15, 2026

Subject: **Approve Resolution No. 94-25/26 Recognizing Lesbian, Gay, Bisexual, Transgender, Questioning (LGBTQ+) Pride Month and Harvey Milk Day.**

Fiscal Impact: None

Budget Source: None

Recommend Approval

Submitted by: Minh Pham Title: Board Clerk

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.7
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BOARD OF TRUSTEES OF THE
ALUM ROCK UNION ELEMENTARY SCHOOL

RESOLUTION # 96-25/26

RE: RECOGNIZING LESBIAN, GAY, BISEXUAL, TRANSGENDER, QUESTIONING (LGBTQ+) PRIDE MONTH AND HARVEY MILK DAY

WHEREAS, June is recognized as Lesbian, Gay, Bisexual, Transgender, and Questioning Pride Month. This month honors the 1969 Stonewall Riots and highlights the work to achieve justice and equal opportunity for LGBTQ+ Americans; and

WHEREAS, Harvey Milk was the first openly gay elected official in the history of California and, at the time of his death, the most recognized political advocate for Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) rights in the United States (U.S.). His dedication to advocating for his LGBTQ+
constituents, created space for other LGBTQ+ leaders and advocates to run for political office. For his unwavering support of the LGBTQ+ community, we recognize May 22nd as Harvey Milk Day; and

WHEREAS, on June 15, 2020, in a landmark decision for LGBTQ+ persons, the U.S. Supreme Court ruled that employment discrimination based on a person's sexual orientation or gender identity violates Title VII of the Civil Rights Act of 1964 and thus is illegal; and

WHEREAS, accepting all youth, especially LGBTQ+ youth, is critical to keeping schools safe and nurturing. Political leaders continue to make federal and local policies that include LGBTQ+ voice and ideas, increasing visibility and acceptance of LGBTQ+ youth. State law under the Fair, Accurate, Inclusive and Respectful (FAIR) Education Act, Senate Bill 48, requires that California K-12 schools provide fair, accurate, inclusive, and respectful representations of people with disabilities and people who are lesbian, gay, bisexual or transgender in the curricula, and the inclusion of LGBTQ+ history in K-12 education; and

WHEREAS, the University of California Los Angeles' Williams Institute estimates nearly 2 million youth identify as part of the LGBT community, with 244,000 residing in California. According to surveys conducted by the SCCOE, approximately 10.2 percent of Santa Clara County students reported a sexual identity other than straight and 30 percent of students reported discomfort expressing their sexual orientation at school; and

WHEREAS, according to the CDC's 2023 Youth Risk Behavior Survey, LGBTQ+ high school students continue to experience disproportionately high rates of mental health challenges, with over 66 percent reporting persistent feelings of sadness or hopelessness and approximately 1 in 5 attempting suicide in the past year, highlighting the urgent need for inclusive, supportive environments for LGBTQ+ youth; and

WHEREAS, lack of acceptance and affirmation increases mental health risks. The Trevor Project 2024 U.S. National Survey on Mental Health of LGBTQ+ Young People found that 54 percent of transgender and nonbinary young people found their school to be gender-affirming, and those who did reported lower rates of attempting suicide; and

WHEREAS, family rejection, discrimination, and violence contribute significantly to homelessness among LGBTQ+ youth, with estimates indicating that LGBTQ+ youth represent up to 40 percent of the 1.6 million homeless youth in the United States, despite comprising only about 7 percent of the overall youth population; and

WHEREAS, the Alum Rock Schools works throughout the year to cultivate a positive environment by offering holistic support for all students through programs provided through the Student Services Office, which includes suicide prevention, student wellness, school climate, anti-bullying, and positive behavior
intervention programs; and

WHEREAS, Alum Rock Schools commits to demonstrate solidarity to the LGBTQ+ community and support inclusive and welcoming environments for all by providing a safe spaces for LGBTQ+ students; and

WHEREAS, Alum Rock Schools is committed to serving, inspiring, and promoting student and public school success while lifting up equity, diversity, inclusion, and partnership; now

THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union Elementary School District do hereby adopt this resolution to recognize and honor every May 22nd going forward, as Harvey Milk Day, and the month of June as LGBTQ+ Pride Month, while renewing our commitment to inspire equity, create alliances, celebrate diversity, and establish safe environments in our schools and communities throughout the county.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District at a meeting held on June 25th, 2026, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENCES:

_____

Minh Pham

Clerk of the Board

6.8

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 15, 2026

Subject: **Approve Resolution No. 98-25/26 To Celebrate America's 250 Semiquincentennial.**

Fiscal Impact: No

Budget Source: No

Recommend Action: It is recommended to approve Resolution No. 98-25/26 To Celebrate 250 Semiquincentennial.

Recommend Approval

Submitted by: Linda Chavez Title: Board President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.8
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BOARD OF TRUSTEES OF THE
ALUM ROCK UNION ELEMENTARY SCHOOL
RESOLUTION # 98-25/26
RE: To Celebrate America's 250 Semiquincentennial

WHEREAS, the United States of America will commemorate its 250th anniversary on July 4, 2026, marking a historic milestone in the nation's history; and

WHEREAS, on July 4, 1776, the Second Continental Congress formally adopted the Declaration of Independence, asserting the American colonies' freedom from British rule and laying the foundation for the principles of the nation's independence and self-governance; and

WHEREAS, by understanding historical texts, students gain valuable insights that will enable them to be informed and active members of their communities; and

WHEREAS, sharing our American journey will plant the seeds of patriotism and pride in a generation of youth who seem to be losing sight of America's exceptionalism through its struggles and triumphs; and

WHEREAS, to understand the sacrifices and struggles of the generations before them, in celebration of the Semiquincentennial, the Alum Rock Union Elementary School District will teach freedom is not free and honor our active and fallen heroes by learning from veterans and their stories of heroism; and

WHEREAS, this resolution is for the spirit of America's 250th Birthday to restore patriotism, respect, and understanding, the National School Boards Association passed a similar resolution, and the American League National Executive Committee; and

WHEREAS, to be a fixture of America's classrooms to promote service and patriotism and uphold the ideals of American democracy, Resolution No. 98-25/26 restoring civic knowledge and patriotism through Education, on Youth Education, adopted by the Alum Rock Union School District on June 25, 2026 the resolution was inspired to restore patriotism, respect, and understanding in addition for the United States Constitution, inspirited public service, understand what freedom is and cost of it; and

WHEREAS, the resolution also calls for engagement with School Boards, their state legislature, and Educational Leaders to advocate for the enhancement of Civic Engagement Curriculum to partner in initiatives that inspire Civic Pride and responsibility; and

NOW THEREFORE,

BE IT RESOLVED, the Alum Rock Union Elementary School District's Board is dedicated to celebrating the 250th anniversary of the greatest nation on earth by teaching the principles of America's exceptionalism, which are based on liberty, self-governance, and natural law. These principles, outlined in the foundational documents of the Declaration of Independence and the Constitution, are a cornerstone for students to understand our civil society and the principles of the rule of law; and

BE IT FURTHER RESOLVED, the Alum Rock Union Elementary School District's Board encourages the superintendent, educators, staff, parents, and students of Alum Rock Union Elementary School District to actively create commemorations to reflect on their journey during the 250th celebration; and

BE IT FURTHER RESOLVED, the Alum Rock Union Elementary School District's Board commits to allocating funding for age-appropriate patriotic education across all grade levels. This includes developing curriculum, civic activities, events, and student-led commemorations. The superintendent will also establish a minimum duration for students to actively participate in lessons and events in conjunction with the 250th anniversary of the United States; and

BE IT FINALLY RESOLVED, the Alum Rock Union Elementary School District's Board invites the community to join us in celebrating and reflecting on our nation's incredible history. By honoring the exceptional qualities passed down through generations, we can ignite a sense of unity and resilience in our youth. By upholding and emphasizing the principles of liberty, justice, and self-governance, our nation will remain a beacon for the world and endure for generations.

ADOPTED by the Alum Rock Union Elementary School District's Board on this *25th* day of *June i*n the Year of Two Thousand and Twenty-Six.

AYES:
NOES:
ABSTENSIONS:
ASENCES:

_____

Minh Pham
Clerk of the Board

6.9

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 18, 2026

Subject: **Presentation/ Information Only: ARUSD Strategic Plan Implementation Update The Interim Superintendent will provide an update on the implementation of the goals and actions in the Strategic Plan adopted by the Board in June 2025. The three priority areas are: 1. Academic acceleration and programming 2. Student support and wellness and 3. Student, family, and staff engagement**

Fiscal Impact: No

Budget Source: No

Information Only

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.9
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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: June 18, 2026

Subject: **Consideration and Approval of rate increase effective July 1, 2026. Service between the ARUSD and Atkison, Andelson, Loya, Ruud & Romo, a professional corporation.**

Support Information: **The District requires qualified and specialized assistance and support in the area of timely workplace and internal investigations. The Board is requested to approved a contract with the law firm of Atkison, Andelson, Loya, Ruud & Romo, a professional corporation, to provide such services. The proposed rates and fees and other terms are specified in the accompanying proposed contract. If approved, the engagement and services will be provided primarily by firm partner Kathryn Meola and Senior Associate attorney Abraham Escarneo; a copy of their respective professional biographies is provided. The term of the proposed contract is through June 30, 2027.**

Fiscal Impact: Yes

Budget Source: General Fund

Recommend Action: It is recommended to approve the contract with Atkison, Adelson, Loya, Rudd & Romo

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees:

Meeting: June 25, 2026
Regular Board Meeting

6.10
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ATKINSON, ANDELSON, LOYA, RUUD & ROMO
A PROFESSIONAL LAW CORPORATION
ATTORNEYS AT LAW
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SAN DIEGO
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WESTLAKE VILLAGE
(805) 446-4141

Kathryn.Meola@aalrr.com
(916) 920-6971

May 8, 2026

VIA EMAIL
(linda.chavez@arusd.org)

Linda Chavez, Board President
Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

Re: Legal Services Agreement and Rates

Dear Ms. Chavez:

Our cost of providing legal services has increased during the past year. Although our team of experienced education law attorneys makes every effort to perform work as expertly and efficiently as possible, we must increase our hourly rates effective July 1, 2026. Based upon market surveys, our rates continue to be below our competitors.

Our current Agreement for Special Services, Section III.A., authorizes rate increases by providing at least thirty (30) days' written notice. Please accept this as our notice that our rates effective July 1, 2026, will be as indicated below.

Hourly Rates

Senior Partners	$395.00
Partners/Senior Counsel	$350.00
Senior Associates	$335.00
Associates	$325.00
Non-Legal Consultants	$210-$265.00[1]
Electronic Technology Lit. Specialist	$275.00
Senior Paralegals/Law Clerks	$260.00
Paralegals/Legal Assistants	$250.00

Fixed Rates

[1] Direct costs for travel and lodging by Non-Legal Consultants may be billed with prior approval.

A full day of training (up to 8 hours)	$6,500.00
A half day of training (up to 4 hours)	$5,000.00
A two hour training	$4,000.00
A one hour training	$3,000.00

We want you to know we appreciate serving your legal needs as your trusted advisors. Please do not hesitate to contact me if you have any questions or concerns.

Very truly yours,

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Kathryn E. Meola

KEM:cal

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services ("Agreement") is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the "Law Firm" and ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT, hereinafter referred to as "District."

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District's behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	$395.00
Partners/Senior Counsel	$350.00
Senior Associates	$335.00
Associates	$325.00
Non-Legal Consultants	$210.00-$265.00
Electronic Technology Lit. Specialist	$275.00
Senior Paralegals/Law Clerks	$260.00
Paralegals/Legal Assistants	$250.00

2. Fixed Fee Services

During the term of this Agreement, District agrees to pay the Law Firm a fixed fee for the following additional services if requested in writing by District:

A full day of training (up to 8 hours)	$6,500

A half day of training (up to 4 hours)	$5,000
A two hour training	$4,000
A one hour training	$3,000

The Law Firm may modify legal services rates effective July 1st of any year by providing at least thirty (30) days' written notice to District Office; however, should the District object in writing to the modified rates within the thirty (30) day period, no change will be made until the rate is mutually agreed to by the parties.

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional legal services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a three percent (3%) "administrative fee" calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm's representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior written approval of the Superintendent or designee in the event a particular cost item exceeds $2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals $2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) "consultant processing fee" in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below. The direct costs for travel and lodging by Non-Legal Consultants may be billed with prior approval.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm's Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm's Trust Account to the Law Firm's General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 30 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.

3. The firm charges its standard hourly rate for telephone consultations, litigation, attending meetings and for travel time. Travel time will be billed from portal to portal. All time is billed in one-quarter (15-minute) increments.

4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.

5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.

6. After the conclusion of a particular engagement (e.g. an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;

2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of

legal services;

3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;

4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services Performed by Law Firm-Provided Non-Legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is

hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in 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 District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

J. Consent To Law Firm Use of Generative AI and Client Confidentiality

To enhance efficiency and cost-effectiveness, the Law Firm may use generative artificial intelligence ("AI") tools to assist with tasks like document review, summaries, and research. Any such use will comply with the California Rules of Professional Conduct and the State Bar Act, along with all other applicable ethical and professional responsibilities and the Law Firm's internal policies, including maintaining professional judgment; reviewing, verifying, and validating AI-assisted work; and safeguarding client confidentiality. You may be billed for actual time spent using generative AI—such as creating and refining inputs and prompts and reviewing and editing outputs—but not for time saved by its use. By proceeding with this representation, you consent to

the Law Firm's use of generative AI, unless you notify us otherwise in writing. Please note that Law Firm communications and work product are protected by privilege and must remain confidential. If you disclose any privileged communications, work product, or confidential documents to any AI platform, you risk waiving the attorney-client privilege, work-product protection, and/or confidentiality.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator's decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one's peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client's choice review this arbitration provision.

V. DURATION

This Agreement shall commence July 1, 2026 and terminate on June 30, 2027 and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

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Either the District or the Law Firm may terminate this Agreement on thirty (30) days' written notice.

"Law Firm"

ATKINSON, ANDELSON, LOYA, RUUD & ROMO

Dated: 5/8/26

By: _____
Kathryn E. Meola

"District"

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Dated: _____

By: _____
Linda Chavez, Board President

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. MY 269388

Original P.O Amount $_____ Contract Original Amount $20,000

Vendor Name: Andelson, Loya, Ruud Atkinson Vendor No. 10879

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $_____
Change Order #: _____ $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	5810	00	0000	7200	000000	600	7700		

Reason for Adjustment:
Vendor increased rates, effective July 1, 2026.

School/Dept.: Human Resources Requested by: Missy Preiksa

Approval: _____ 6/18/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

6.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approve CSBA GAMUT Meetings (Membership), Policy, and GAMUT Plus (Subscription). The total cost is $14,500.00.**

Fiscal Impact: Yes

Budget Source: General Fund

Recommend Action: It is recommended to approve the CSBA Membership and Subscription.

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.11

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number	Invoice Date	PO #
INV-81863-C5P5D5	7/1/2026	

Bill To:
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Ship To:
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/MEETINGS	Gamut Meetings (Member) (07/01/2026 - 06/30/2027)	$5,800.00	1.00	$5,800.00	Net 30
GAMUT/POLICY	Gamut Policy (Member) (07/01/2026 - 06/30/2027)	$4,250.00	1.00	$4,250.00	Net 30
GAMUT/POLICY/PLUS	Gamut Policy Plus (Member) (07/01/2026 - 06/30/2027)	$4,100.00	1.00	$4,100.00	Net 30

Have you renewed your CSBA Membership for 2026-27? Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.

Total Invoice: $14,150.00 **Total Paid:** $0.00 **Balance Due:** $14,150.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT

California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100797	**INV-81863-C5P5D5**	**07/01/2026**	**Net 30**	**$14,150.00**

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Alum Rock Union ESD
2930 Gay Ave
San Jose, CA 95127-2322
United States

6.12

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Receive Santa Clara Civil Grand Jury report "Alum Rock Union School District" Known Problems, Unfinished Solutions" and Discuss/Approve Process and Timeline for Response and Follow-Up Actions.**

Fiscal Impact: No

Budget Source: No

Discussion/Action

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.12
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.13

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 22, 2026

Subject: **Approve 90 Day Extension of Contract for Legal Services with the Law Office of Rogelio Ruiz.**

Fiscal Impact: Yes

Budget Source: Yes

Approval

Submitted by: Linda Chavez Title: Board President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.13
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

LAW OFFICE OF ROGELIO RUIZ

ROGELIO RUÍZ, ESQ.
Mailing Address:
Law Office of Rogelio Ruiz
1346 The Alameda, Suite 7, #354
San José, CA 95126
E-mail: *rruiz@ruizedulaw.com*

June 25, 2026

VIA E-MAIL
Alum Rock Union Elementary School District
Linda Chavez, Board President
Andres Quintero, Board Vice President
2930 Gay Ave, San Jose, CA
San José, CA 95127

Re: **Extension of Legal Services Agreement through September 30, 2026 - Representation of Alum Rock Union Elementary School District**

Dear Board President Chavez:

Per your request, this letter memorializes the extension of my contract for legal services with the Alum Rock Union Elementary School District dated June 25, 2025, for a period of 90 days through and including September 30, 2026, and on the same terms as specified in the June 25, 2025, agreement previously approved by the Board.

This extension is subject to the approval of the District's Governing Board.

Very truly yours,

Rogelio M. Ruiz

THE FOREGOING IS AGREED TO:
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

_____

By:
Its:

6.14

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 22, 2026

Subject: **Approve Resolution No. 99-25/26 Placing a Freeze on the Salaries, Column Increases and Longevity Increments of all Employees on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule salaries, and for suspension of overtime pay through June 30, 2027.**

Fiscal Impact: Yes

Budget Source: Yes

Approval

Submitted by: Linda Chavez Title: Board President

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

6.14
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution of the Board of Trustees of Alum Rock Union Elementary School District Placing a Freeze on the Administrator Salaries through June 30th, 2027

RESOLUTION # 99-25/26

WHEREAS, the Alum Rock Union Elementary School District faces a level of uncertainty in state funding due to its status as a state-funded school district; and

WHEREAS, the District is committed to fiscal solvency and finds it prudent to further prepare for continued unforeseen budgetary adjustments from the Governor of California and the California State Legislature; and

WHEREAS, the District is committed to providing a quality educational program and the support and resources to students and families to ensure academic success; and

WHEREAS, the Board of Trustees desires to protect students and families from financial disruptions, and maintain its commitments to the certificated and classified staff to the extent possible; and

WHEREAS, the Board of Trustees reaffirms its commitment to fiscal responsibility as set out under Board Resolution #33/20-21; and

NOW, THEREFORE, BE IT RESOLVED THAT to implement cost-savings measures that minimize as much as possible the impact on classrooms, and in recognition of the current California state school funding situation, the Board of Trustees of the Alum Rock Union Elementary School District hereby imposes a freeze on the salaries of all employees on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule at the salary level for such positions in effect at the date of passage of this Resolution, effective the date of passage of this Resolution thru June 30th, *2027*, and

BE IT FURTHER RESOLVED THAT, the Board of Trustees freezes the above described employees at their current column placement on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule through June 30, *2027*; and

BE IT FURTHUR RESOLVED THAT, the Board of Trustees suspends all overtime pay for all persons employed in all positions on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule effective the date of passage of this Resolution thru June 30th, *2027. Exceptions to this suspension are granted for special duties on a case-by-case basis with approval by the Board of Trustees*; and

BE IT FURTHER RESOLVED THAT, the Board of Trustees *defers to July 1st, 2027* all longevity increment payments to all eligible employees pursuant to the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule from July 1, 2026, thru June 30th, *2027 and that all such eligible employees on the district's payroll on July 1st, 2027 be paid their longevity increment payments by December 31st, 2027.*

BE IT FURTHER RESOLVED THAT, effective July 1, *2027*, all affected employees on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule who would have otherwise earned longevity increment payments under the current applicable Salary Schedule during the period July 1, 2026, thru June 30, *2027*, shall be paid such accrued and unpaid longevity increments, provided that all such employees who resign, retire, or are otherwise separated from employment with the District during the period July 1, 2026, thru June 30, *2027* (including but not limited to on account of death, termination, expiration of contract, layoff or other release from employment) shall be paid all such accrued but unpaid longevity increment amounts during that period upon the effective date of such resignation, retirement or other separation; and

BE IT FURTHER RESOLVED THAT, in the event the District enters into an agreement or successor agreement with AREA, CSEA or Teamsters from the date of this Resolution through June 30, *2027*, the District's employees on the District's Certificated Management Salary Schedule, Classified Management Salary Schedule, Supervisory Salary Schedule and Confidential Salary Schedule shall not be eligible to receive any "me too" increases in compensation based on such settlements with the bargaining unit(s); and

***BE IT FURTHER RESOLVED THAT**, in the event the District receives additional unrestricted general fund revenues from the passage of a parcel tax in the November 2026 general election, the Board of Trustees commits to lifting the salary freeze upon official certification of the passage of the parcel tax ballot measure ; and*

BE IT FURTHER RESOLVED THAT the Superintendent shall take all such administrative actions necessary to implement the terms of this Resolution for full implementation by no later than July 1, 2026.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on June 25th, 2026, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENCES:

_____

Minh Pham

Clerk of the Board

7.1

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 9, 2026

Subject **Facilities Update Presentation**

Support Information: Staff will provide updates with a presentation.

*****PRESENTATION / INFORMATION*****

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026

Regular Board Meeting

PRESENTATION / INFORMATION

7.1

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

7.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 9, 2026

Subject **Citizens' Bond Oversight Committee Annual Report Presentation**

Support Information: The Citizens' Bond Oversight Committee (CBOC) was established in accordance with Proposition 39 and California Education Code Requirements to provide independent oversight of the expenditure of voter approved bond proceeds.

As part of the CBOC oversight responsibilities, the committee is responsible of informing the public concerning the District's expenditure of bond expenditures, and present an annual report regarding the District's bond program.

*****PRESENTATION / INFORMATION*****

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026

Regular Board Meeting

PRESENTATION / INFORMATION

7.2

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 17, 2026

Subject: **GO Bond Voter Survey Results Presentation**

Support Information: Dale Scott & Company will provide an update on Refunding Bonds, Series B Bonds and the potential 2026 GO Bond Measure for Board consideration.

Fiscal Impact: No

Budget Source: Not Applicable

PRESENTATION

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 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: _____

JUNE 25, 2026

Thinking forward for schools and communities.



DS&C

ALUM ROCK UNION SCHOOL DISTRICT

GO BOND VOTER SURVEY RESULTS

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

ALUM ROCK UNION SCHOOL DISTRICT

REFUNDING BONDS

2025 Refunding Bonds

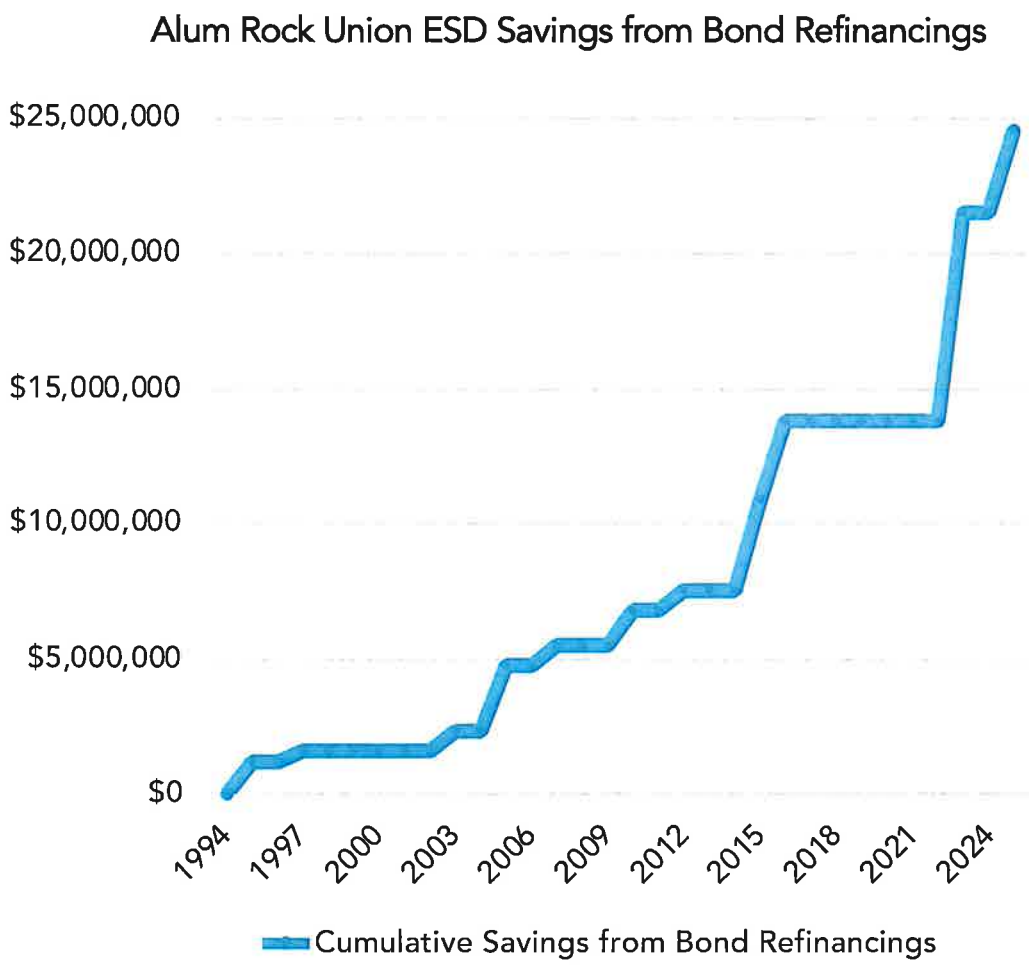
REFINANCING GENERATED OVER $3 MILLION IN TAXPAYER SAVINGS

Refinancing Summary (April 23, 2025)			
	Series A Refunding	Series B Refunding	Combined Final Results
Refunded Principal	$15,510,000	$26,900,000	$42,410,000
Avg. Interest Rate of Refunded Bonds	4.76%	4.44%	4.61%
Avg. Interest Rate of New Refunding Bonds	4.08%	3.40%	3.64%
Net Taxpayer Savings	$1,443,527	$1,600,867	$3,044,394
Present Value Savings as % of Principal Refunded	3.81%	3.99%	3.92%

Sources: District Final Official Statements and Pricing Numbers

Historical Bond Refinancings

DISTRICT HAS OBTAINED OVER $24 MILLION IN TAXPAYER SAVINGS SINCE 1995



Alum Rock Union ESD Taxpayer Savings	
Refunding Series	Savings
1995 Refunding	$1,211,307
1997 Refunding	$401,883
2003 Refunding	$734,985
2005 Refunding	$2,431,733
2007 Refunding	$752,450
2010 Refunding	$1,286,896
2012 Refunding, Ser A & B	$731,355
2015 Refunding	$3,356,158
2016 Refunding, Ser A & B	$2,922,008
2023 Refunding	$7,691,833
2025 Refunding, Ser A	$1,443,527
2025 Refunding, Ser B	$1,600,867
Total	**$24,565,002**

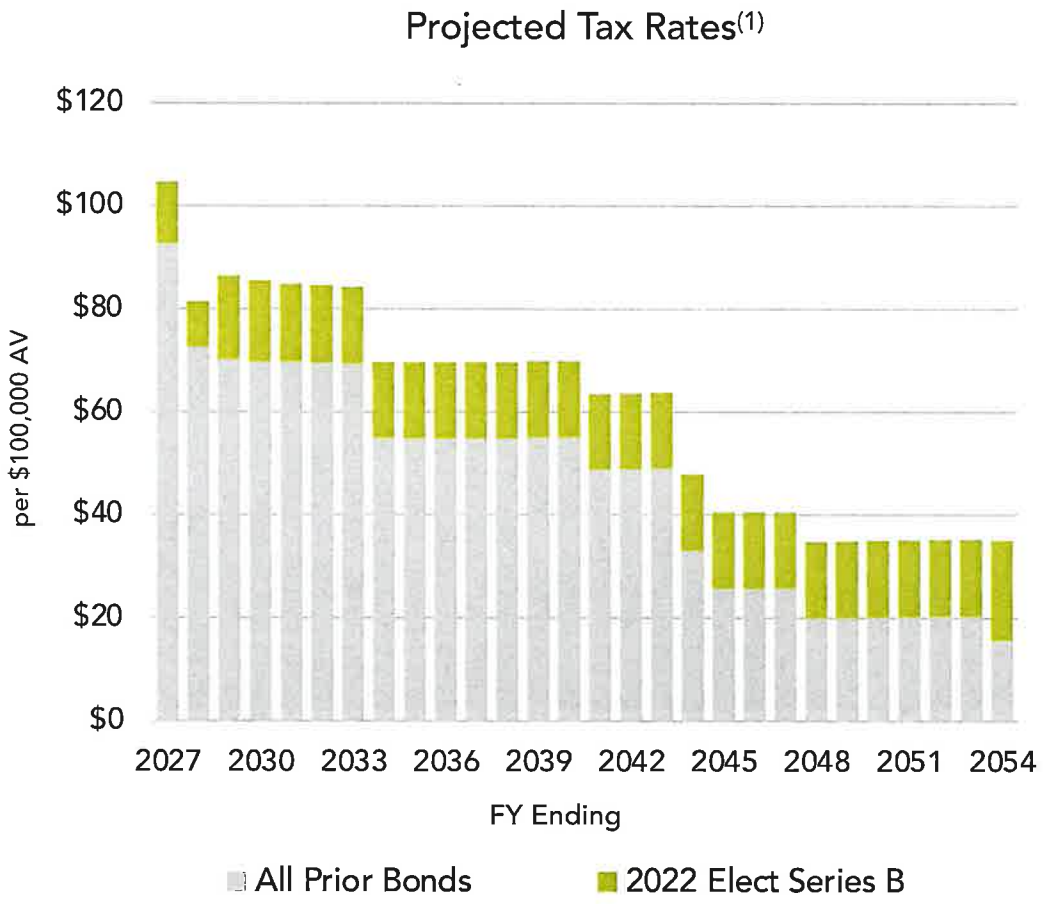
Sources: District Final Official Statements and Pricing Numbers

ALUM ROCK UNION SCHOOL DISTRICT

SERIES B BONDS

Measure S (2022 Election) Bonds

SERIES B WAS THE SECOND AND FINAL BOND ISSUANCE FROM MEASURE S



Measure S (2022 Election) Actual Bond Issuance Schedule		
Year Issued	Series	Principal Amount
2023	Series A	$19,000,000
2026	Series B	$52,500,000
Total Authorization		$71,500,000

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

Sources: District Final Official Statements and Pricing Numbers

2022 Election, Series B Bond Sale

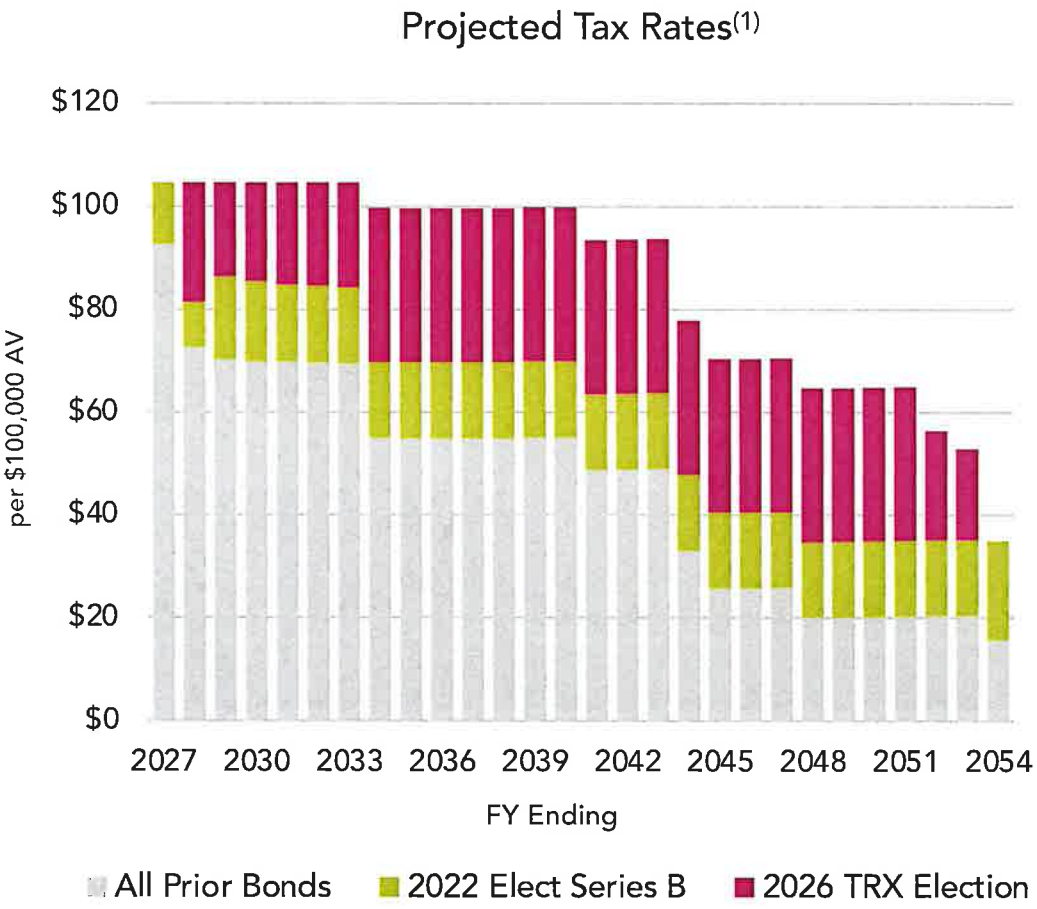
SERIES B WAS SOLD IN THE AMOUNT OF $52.5 MILLION IN LATE MAY

Bond Sale Results Summary		
	Pre-pricing (May 27, 2026)	Final Sale Results (May 28, 2026)
Principal Amount	$52,500,000	$52,500,000
True Interest Cost	4.54%	4.51%
Total Gross Debt Service	$110,415,331	$110,415,331
Total Net Debt Service	$106,429,158	$106,163,503

Sources: District Final Official Statements and Pricing Numbers

2026 GO Bond Tax Rate Extension

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



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

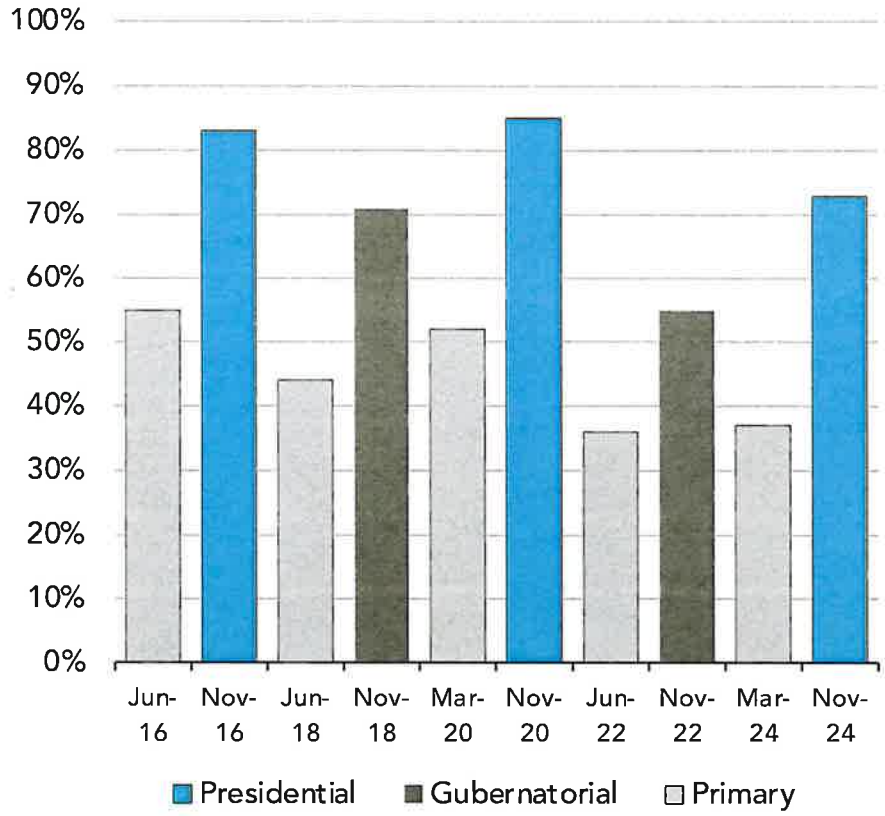
(1) Assumes 4.75% interest rates; 5.50% annual AV growth through 2029, 3.75% thereafter

Sources: District Final Official Statements and Pricing Numbers

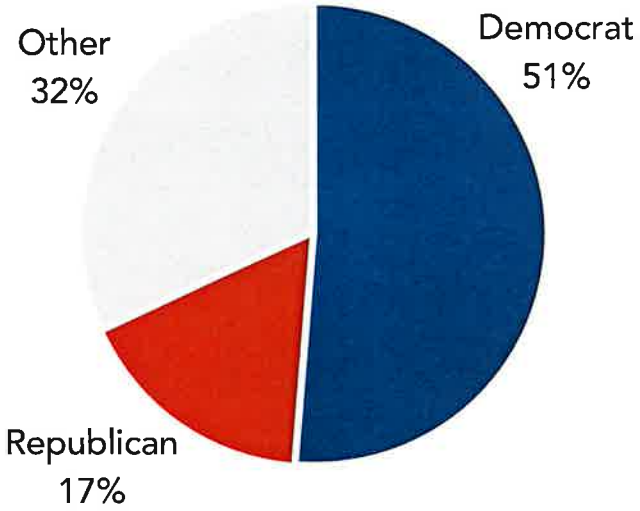
Voter Information

55,122 ALUM ROCK UNION SCHOOL DISTRICT REGISTERED VOTERS

Santa Clara County:
Voter Turnout



Alum Rock Union SD:
Political Party Affiliations



Source : CA SOS and Political Data, Inc.

ALUM ROCK UNION SCHOOL DISTRICT

OVERVIEW

Survey Methodology

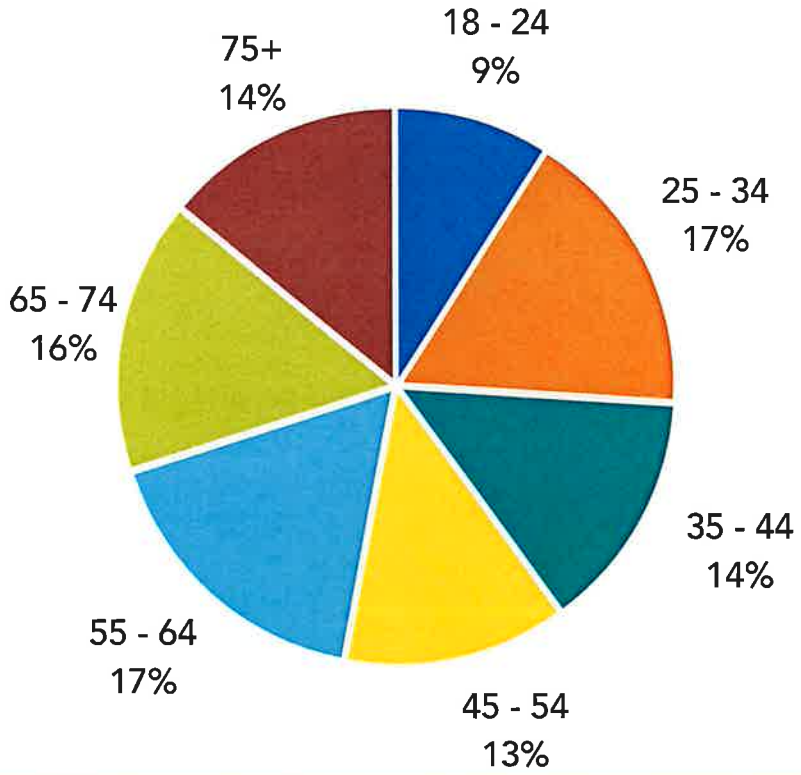
RANDOM SURVEY OF LIKELY VOTERS CONDUCTED IN JUNE 2026

- Surveys were conducted between 5/29/26 and 6/9/26 in English and Spanish
- 229 completed surveys
  - 80% cell phones
  - 11% text-to-web
  - 8% land lines
  - 1% email-to-web
- The average length of the survey was 14.45 minutes
- Margin of Error for the survey is +/- 6.5%

Voter Information

DEMOGRAPHIC INFORMATION OF RESPONDENTS

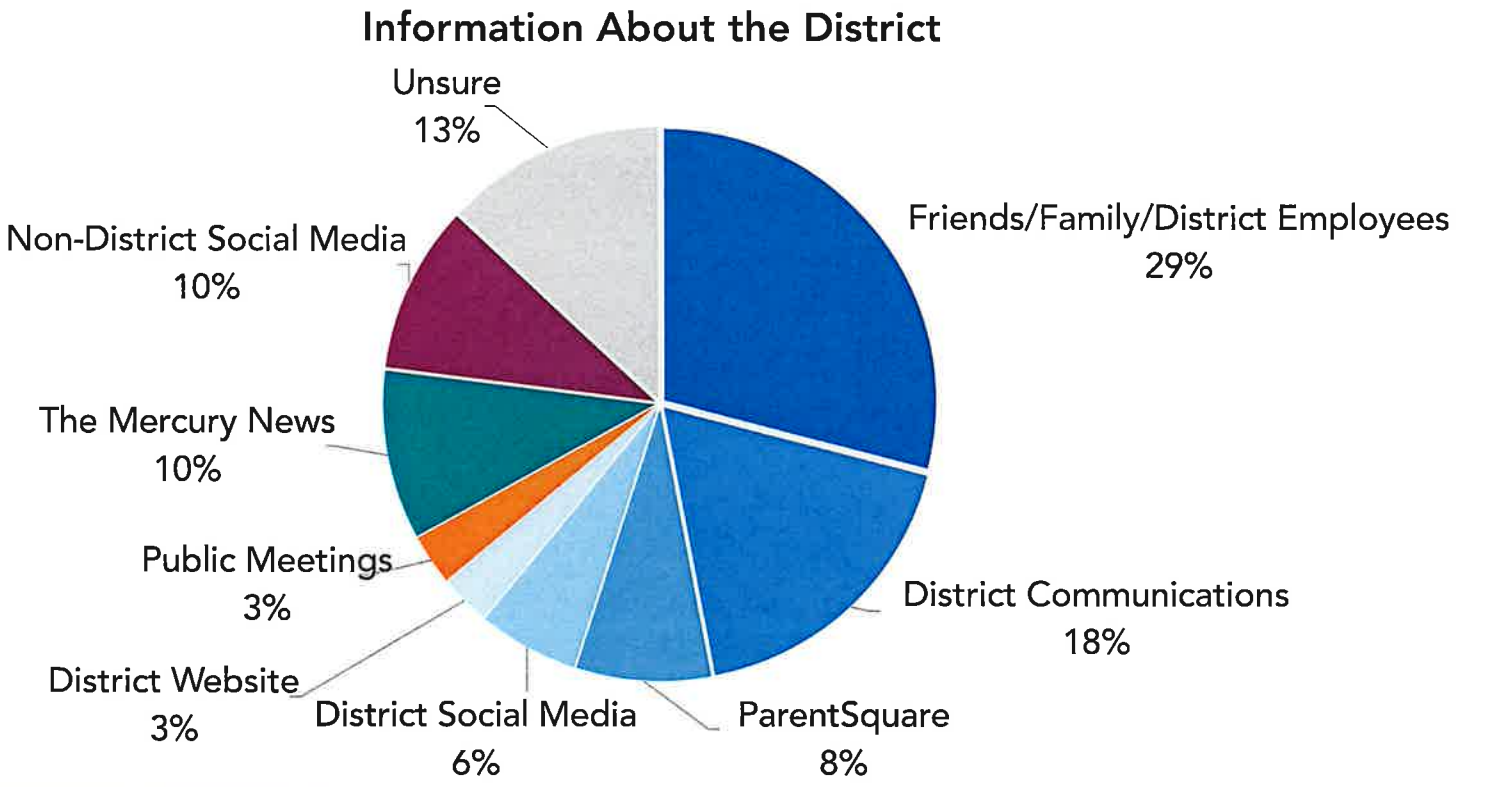
Age of the Respondents



Voter Information

INFORMATION ABOUT ALUM ROCK UNION SCHOOL DISTRICT

What is the main way you receive information about the Alum Rock Union School District?

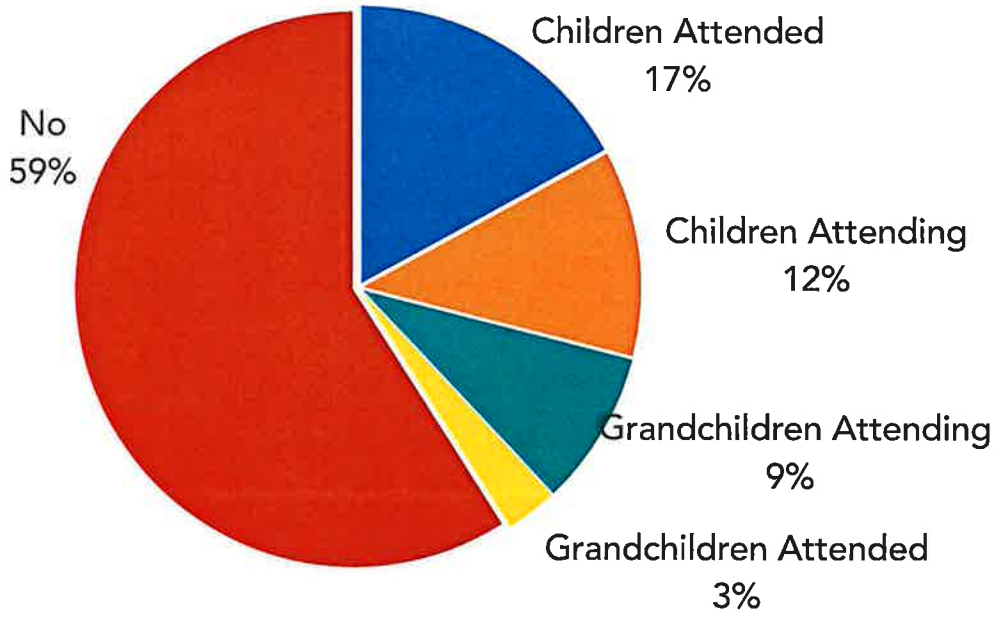


Core Values

EXPERIENCE WITH THE SCHOOL DISTRICT

Do you have, or have you ever had, any children or grandchildren who attend or have attended schools in the Alum Rock Union School District?

Experience with the District

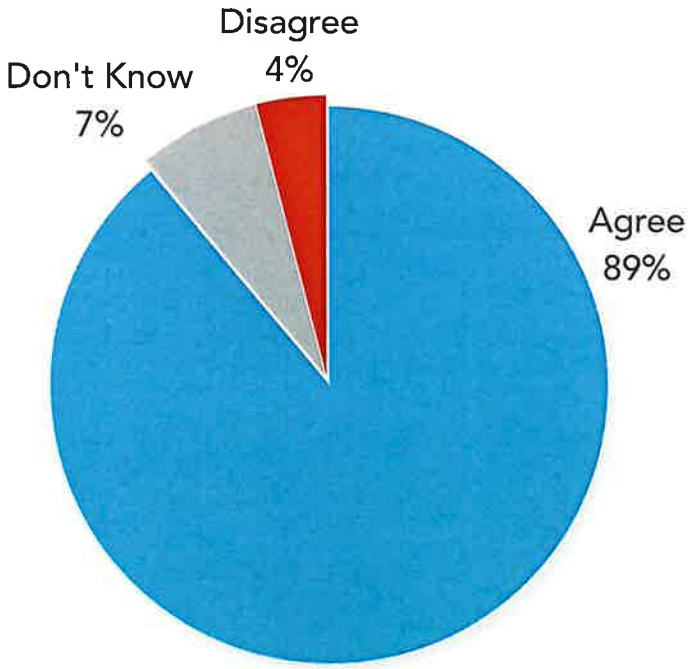


Core Values

PUBLIC SCHOOLS WITHIN THE COMMUNITY

Do you agree or disagree that… Alum Rock Union SD's public schools are our community's most important asset and should be our number one priority.

Community's Most Important Asset

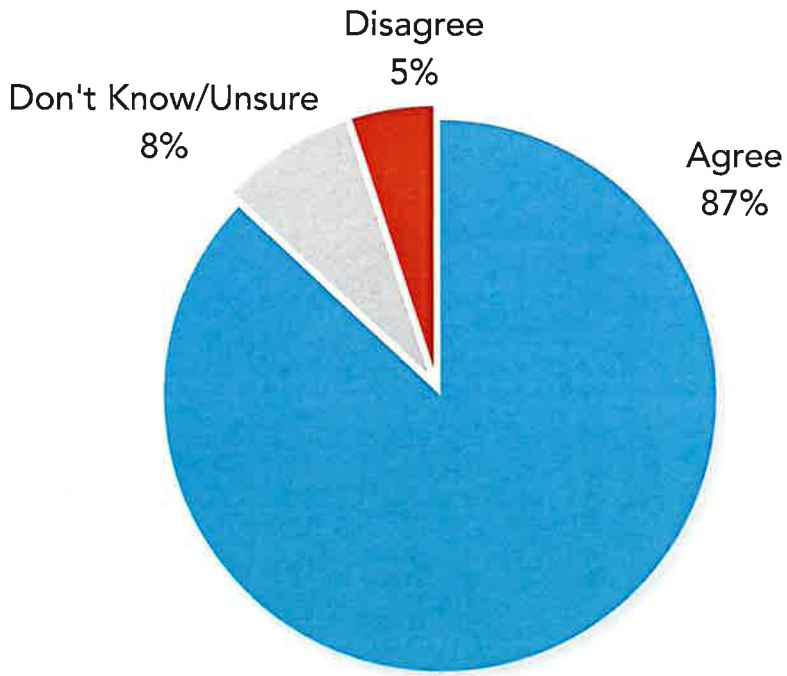


Core Values

SCHOOLS IMPACT ON PROPERTY VALUES

Do you agree or disagree that...Quality schools increase property values.

Quality Schools Increase Property Values



ALUM ROCK UNION SCHOOL DISTRICT

VOTER ATTITUDES

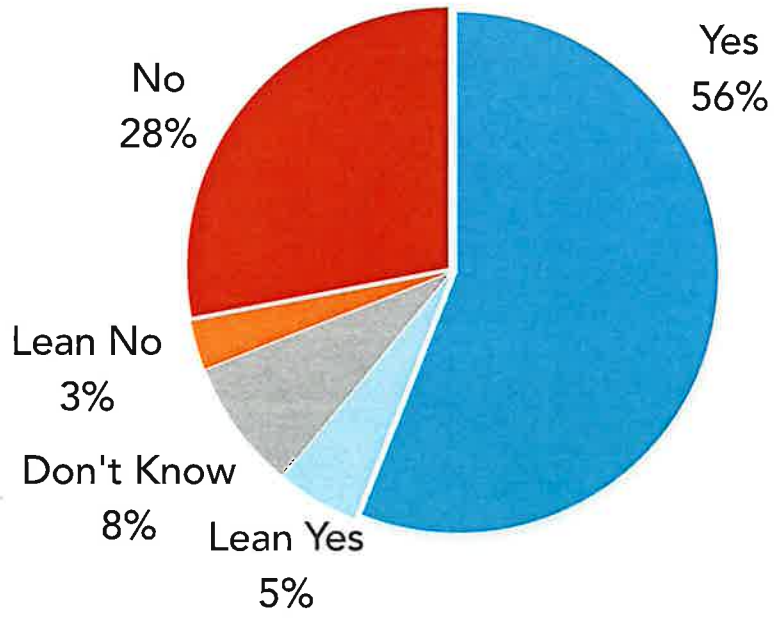
Voter Attitudes

$100 MILLION RENOVATE RESTROOMS BALLOT LANGUAGE: (BEFORE INFORMATION)

If the election were held today, would you vote "yes" to approve or "no" to reject the measure?

"With no increase in current tax rates, shall Alum Rock Union School District's measure to repair leaky roofs, plumbing and sewers; update heating, ventilation, and air-conditioning systems; renovate aging restrooms, and improve campus safety be adopted, authorizing $100 million of bonds with legal rates, average levies below $26 per $100,000 of assessed valuation (raising $6.3 million annually), annual audits, independent oversight, full disclosure of spending, and funds that cannot be taken by the State or Federal government?"

BEFORE INFORMATION

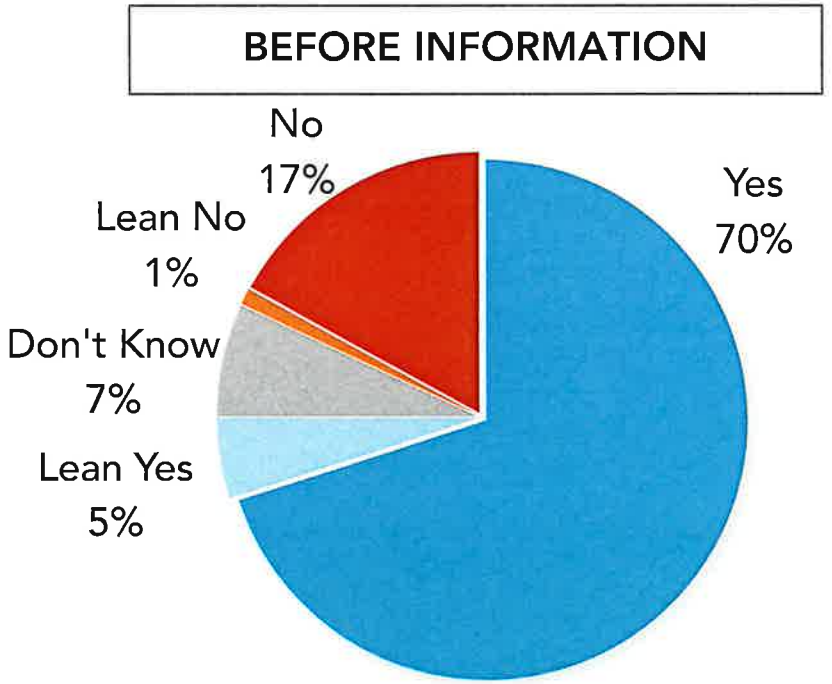


Voter Attitudes

$100 MILLION UPGRADE SAFETY BALLOT LANGUAGE: (BEFORE INFORMATION)

If the election were held today, would you vote "yes" to approve or "no" to reject the measure?

"With no increase in current tax rates, shall Alum Rock Union School District's measure to repair leaky roofs, plumbing, and sewers, update heating, ventilation, and air-conditioning; and upgrade emergency communication and security systems be adopted, authorizing $100 million of bonds with legal rates, average levies below $26 per $100,000 of assessed valuation (raising $6.3 million annually), annual audits, independent oversight, full disclosure of spending, and funds that cannot be taken by the State or Federal government and spent elsewhere?"



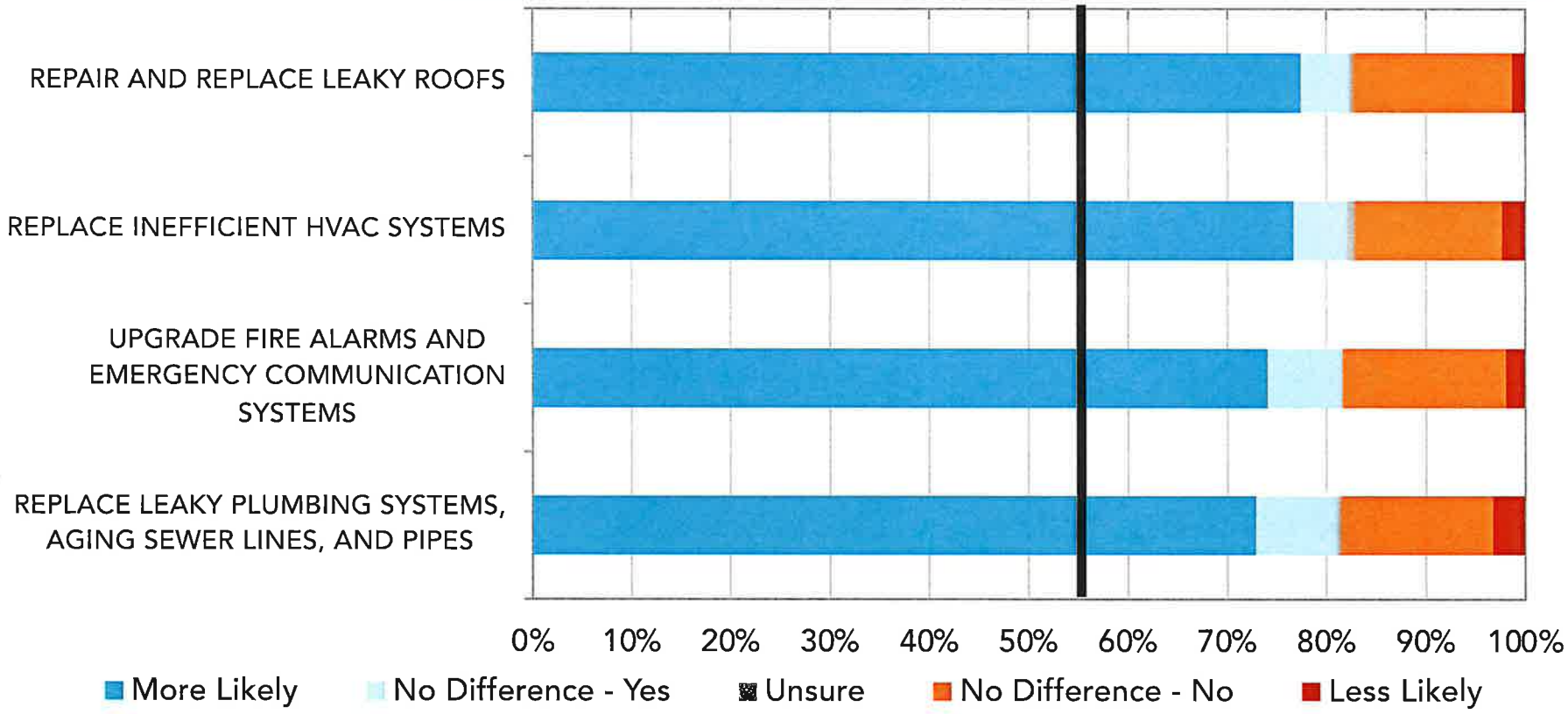
ALUM ROCK UNION SCHOOL DISTRICT

PROJECTS

Voter Attitudes

IMPACT OF SPECIFIC PROJECTS (RANKED BY MORE LIKELY)

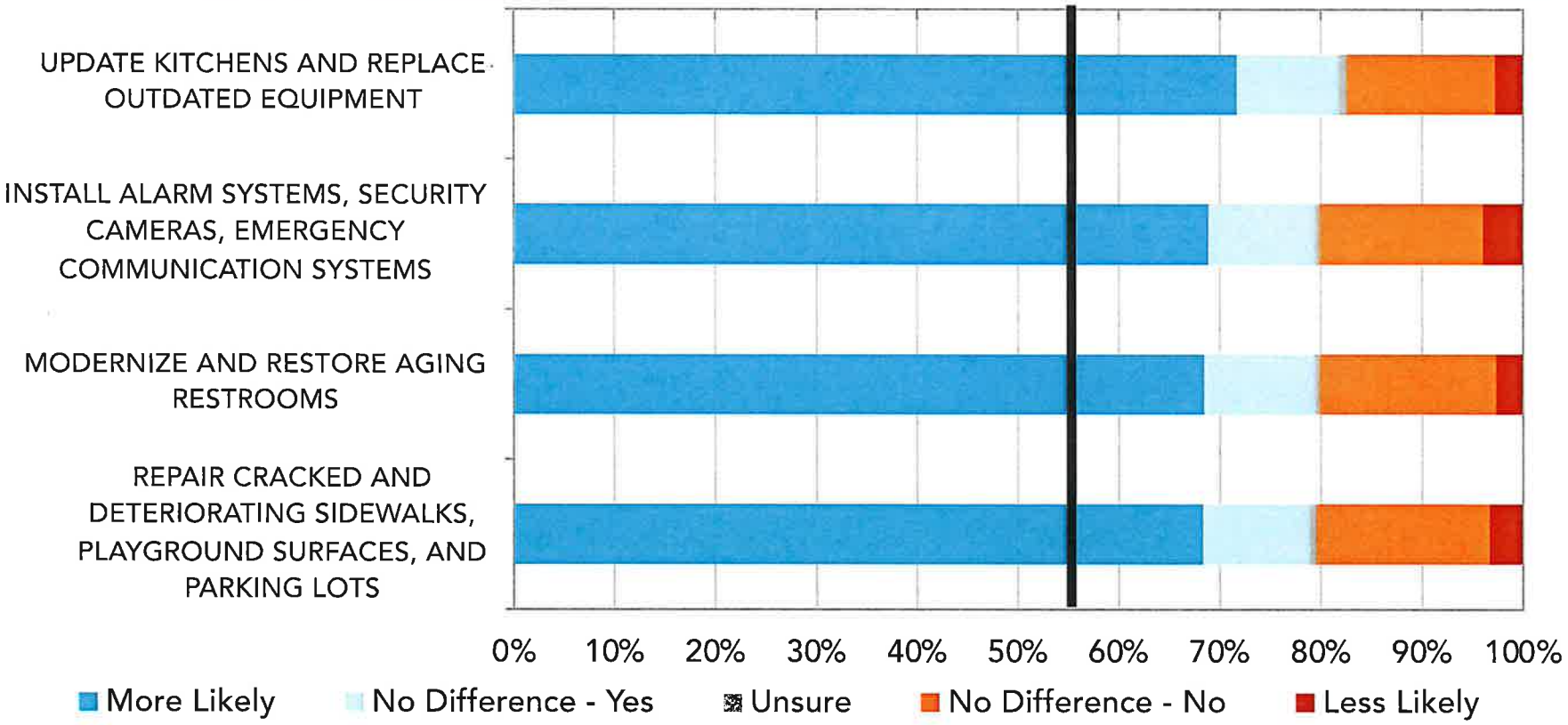
Here are some details regarding the proposed bond measure. For each statement, please tell me if it would make you more or less likely to vote for the bond measure?



Voter Attitudes

IMPACT OF SPECIFIC PROJECTS (RANKED BY MORE LIKELY)

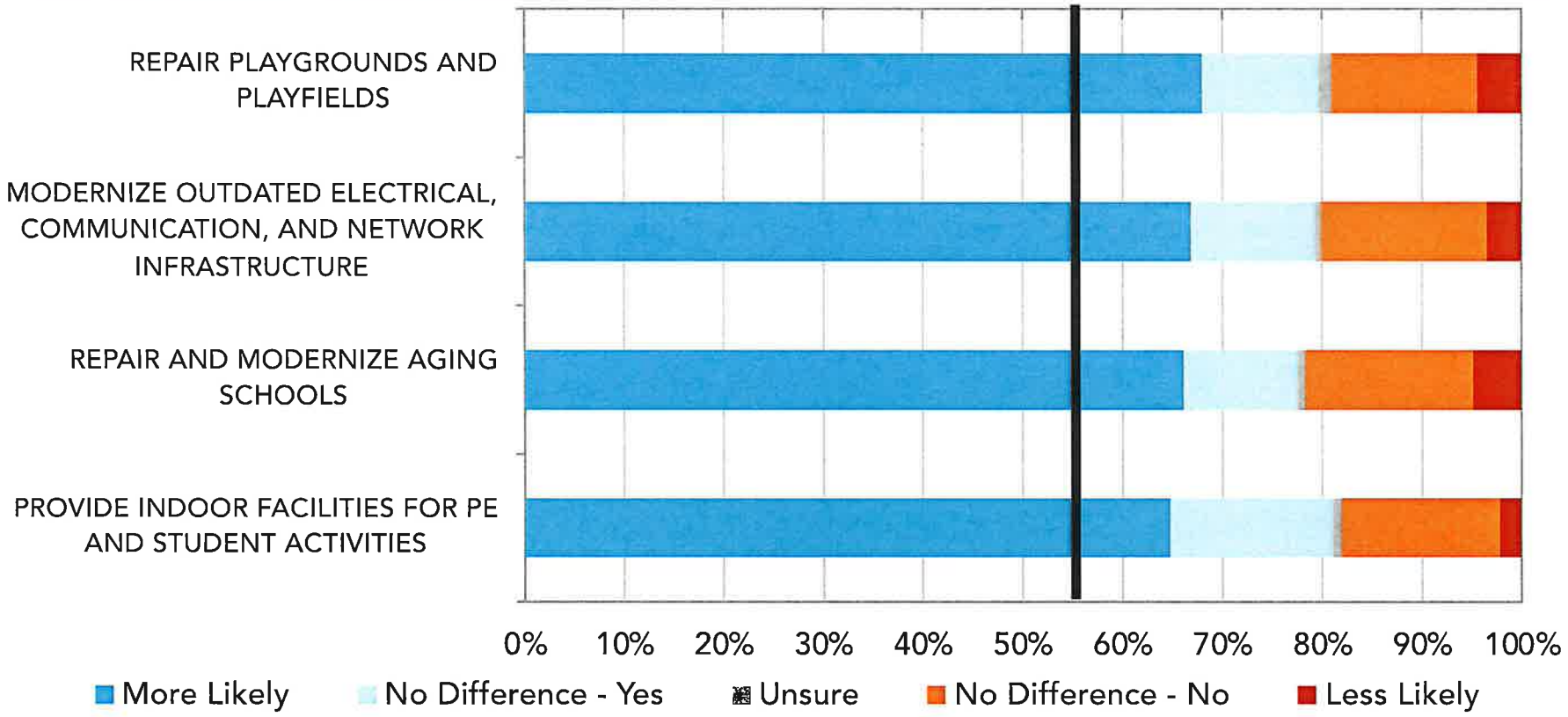
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Voter Attitudes

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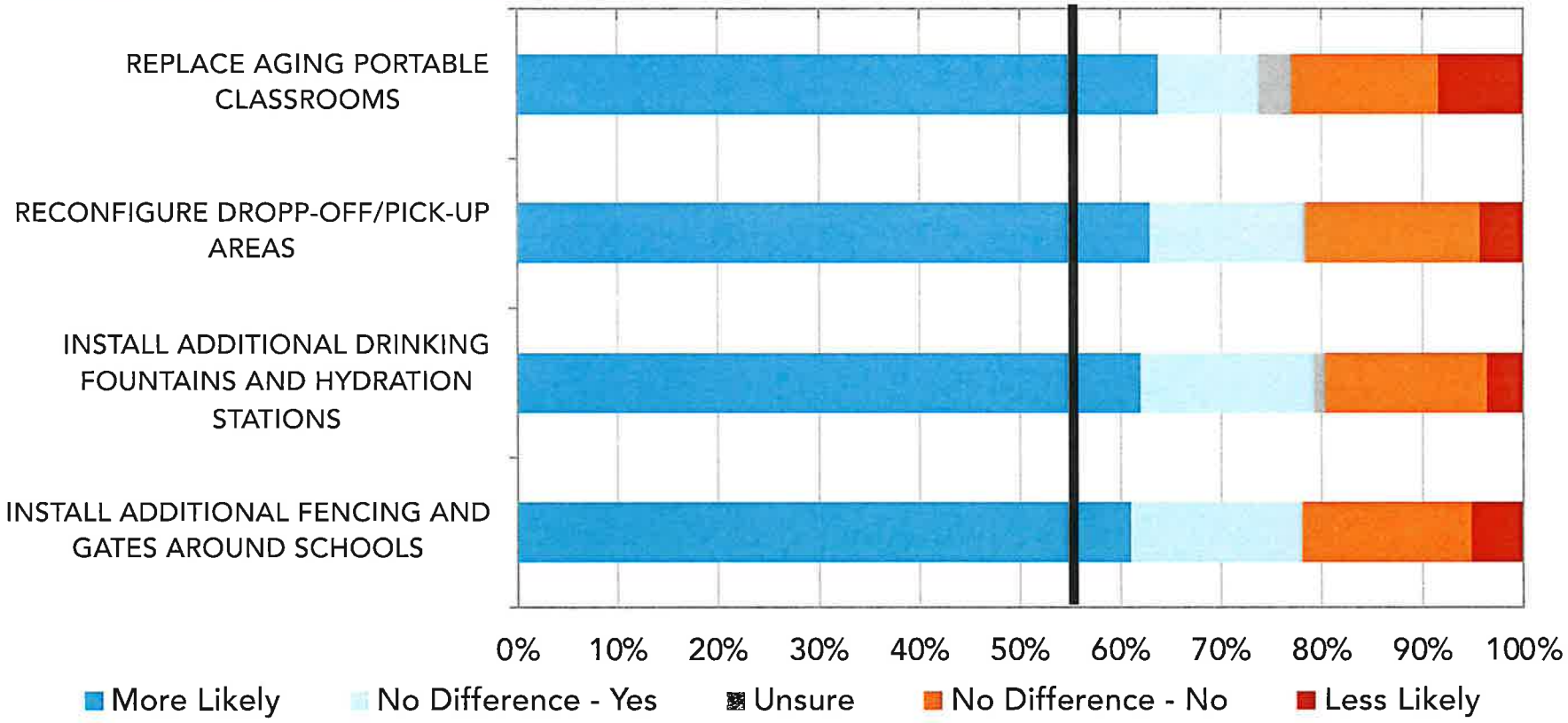
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Voter Attitudes

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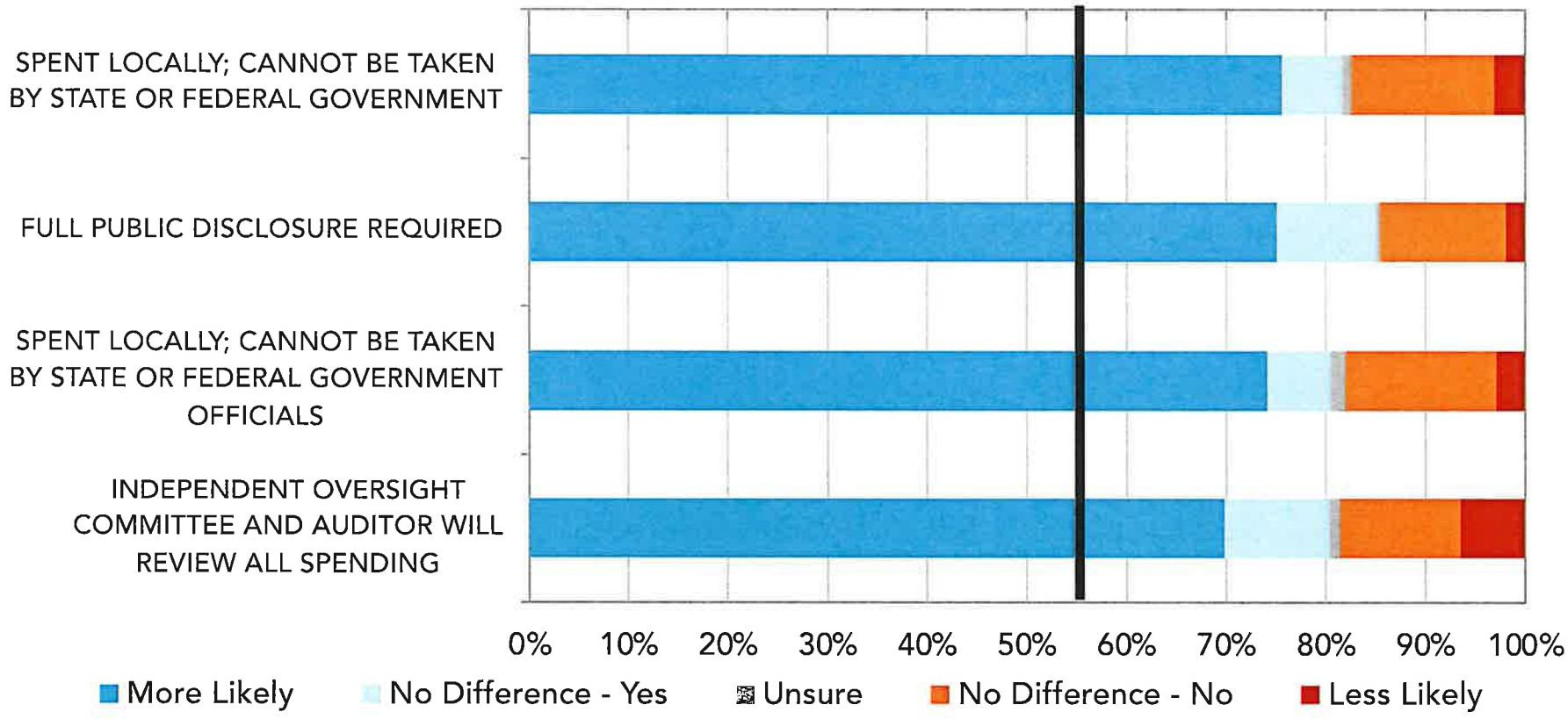
ALUM ROCK UNION SCHOOL DISTRICT

TAXPAYER PROTECTIONS

Voter Attitudes

TAXPAYER PROTECTIONS (RANKED BY MORE LIKELY)

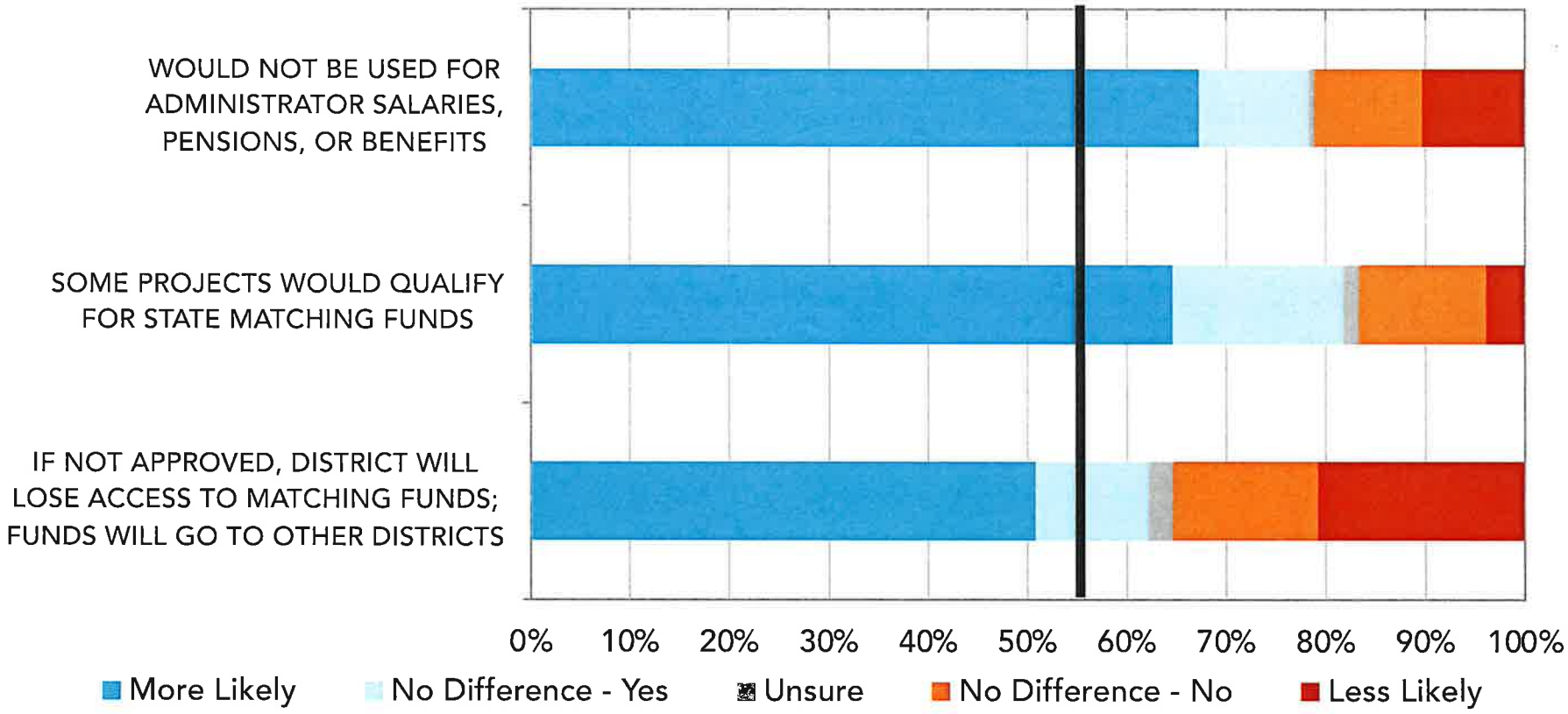
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Voter Attitudes

TAXPAYER PROTECTIONS (RANKED BY MORE LIKELY)

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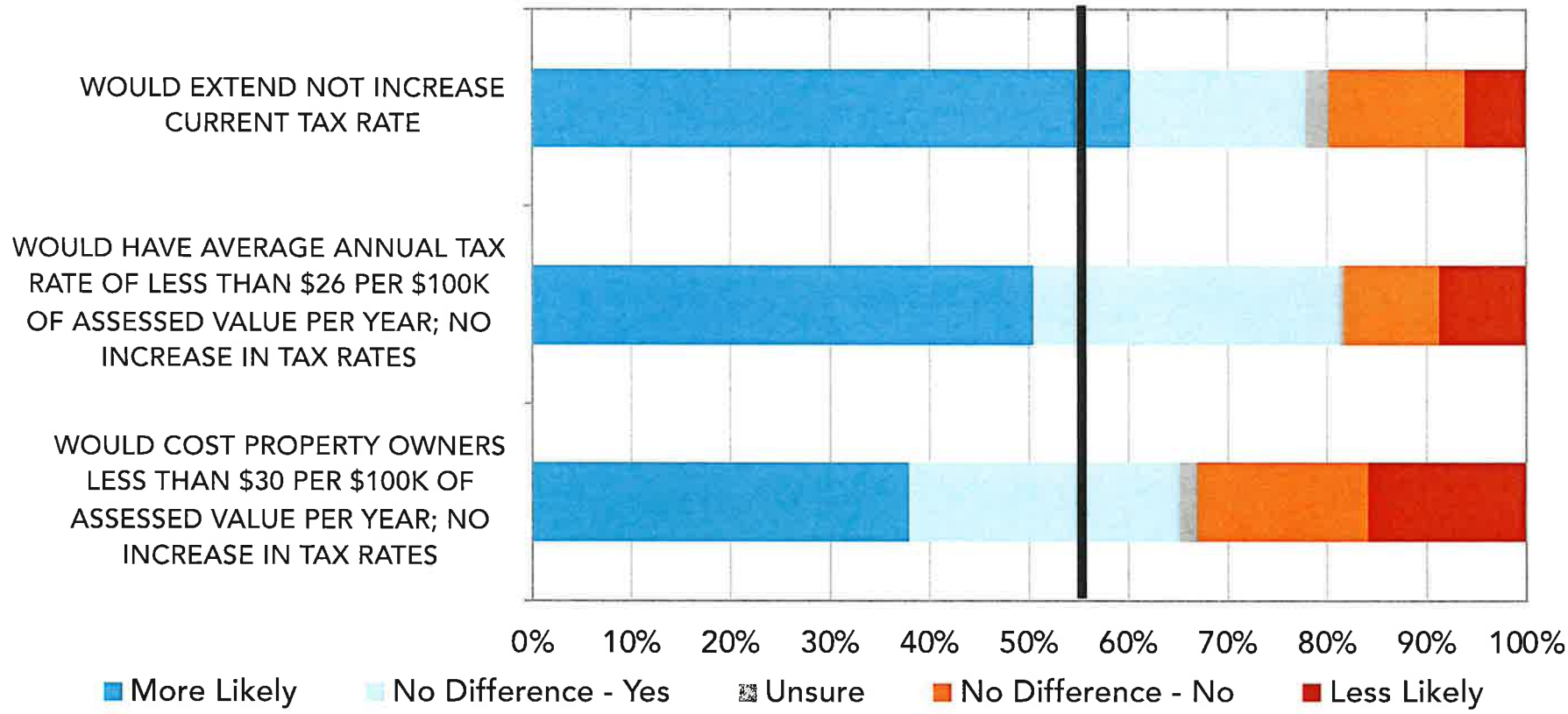
ALUM ROCK UNION SCHOOL DISTRICT

TAX RATE SENSITIVITY

Voter Attitudes

TAX RATE SENSITIVITY (RANKED BY MORE LIKELY)

Would you be more likely or less likely to vote for the bond measure if you knew the bond measure



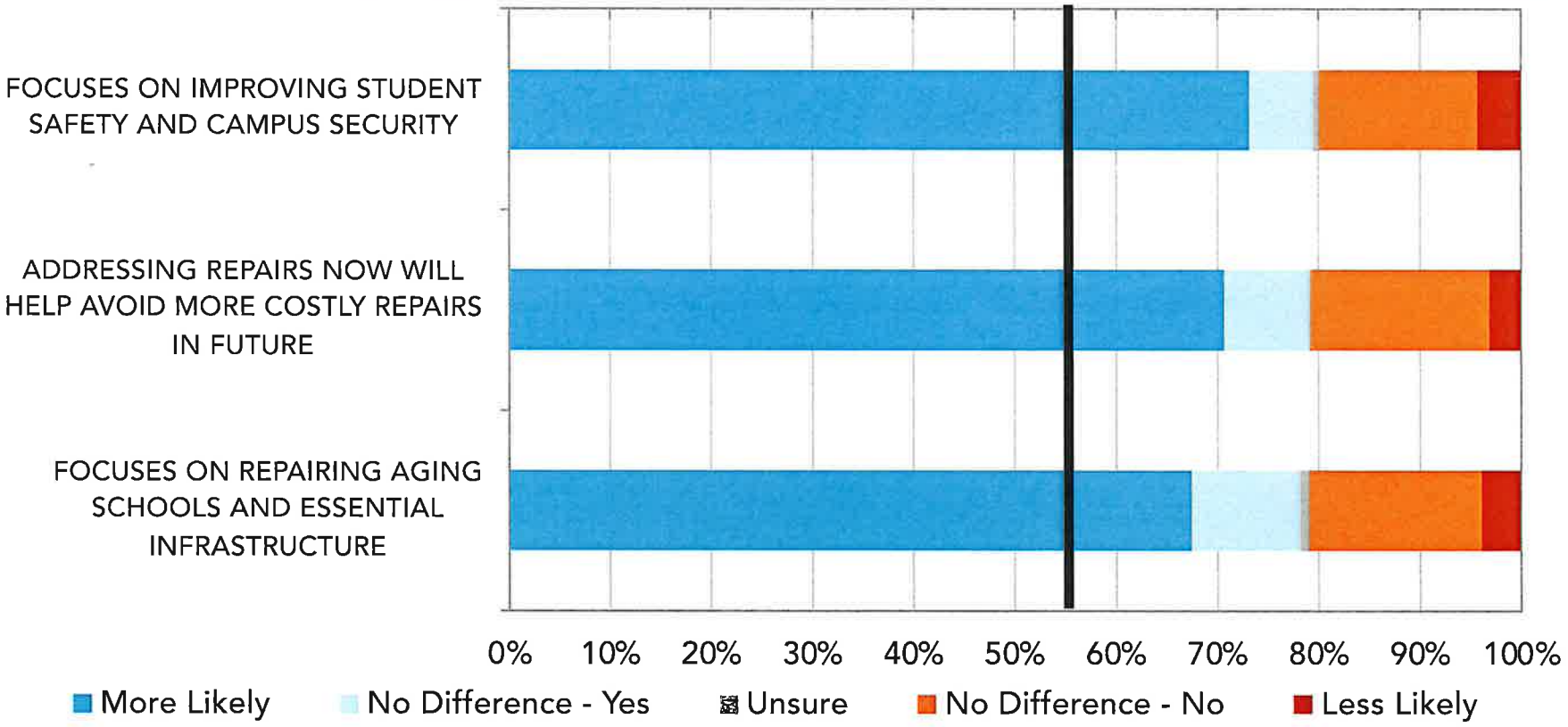
ALUM ROCK UNION SCHOOL DISTRICT

ARGUMENTS IN FAVOR

Voter Attitudes

ARGUMENTS IN FAVOR OF THE BOND

Would you be more likely or less likely to vote for the bond measure if it focused on the following priorities?



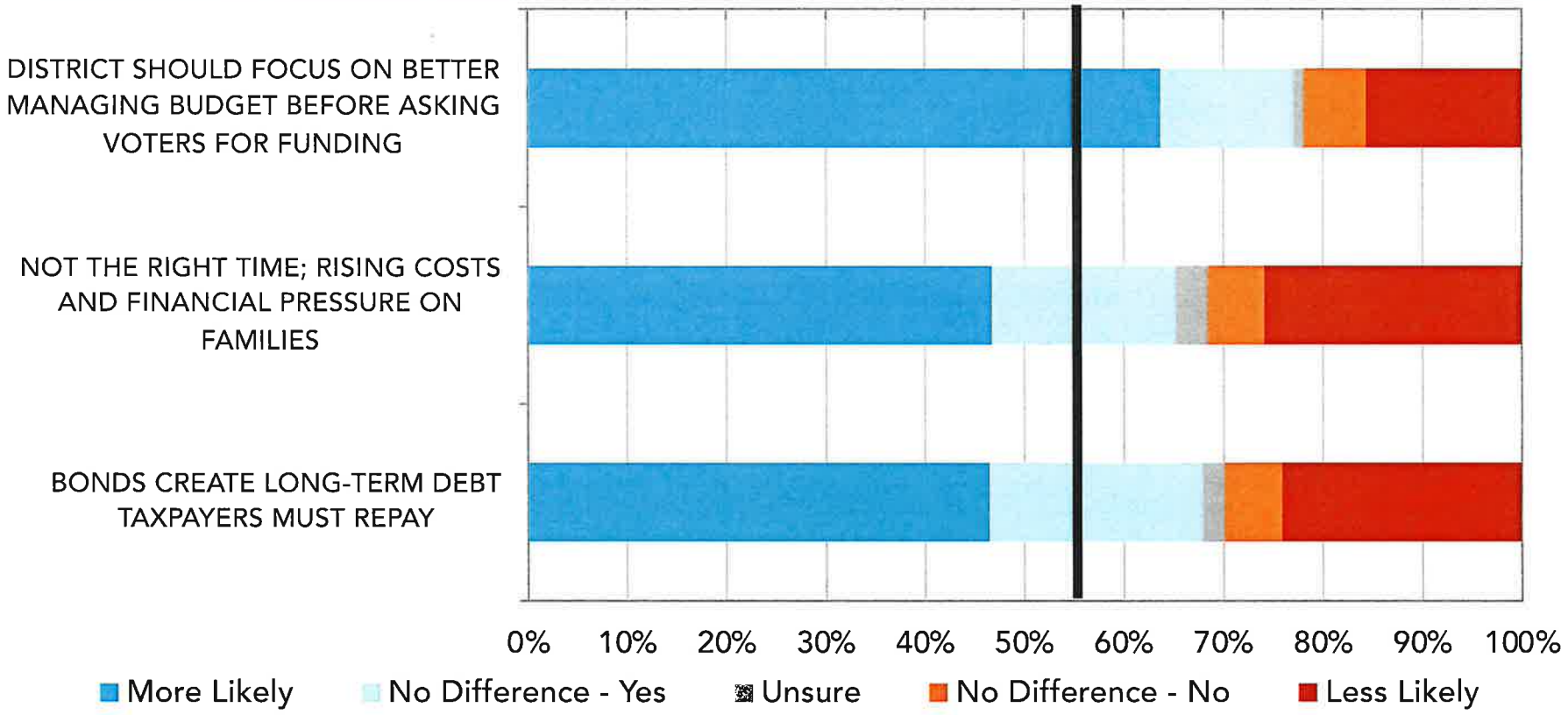
ALUM ROCK UNION SCHOOL DISTRICT

ARGUMENTS AGAINST

Voter Attitudes

ARGUMENTS AGAINST THE BOND

For each statement, please indicate whether you agree or disagree.



ALUM ROCK UNION SCHOOL DISTRICT

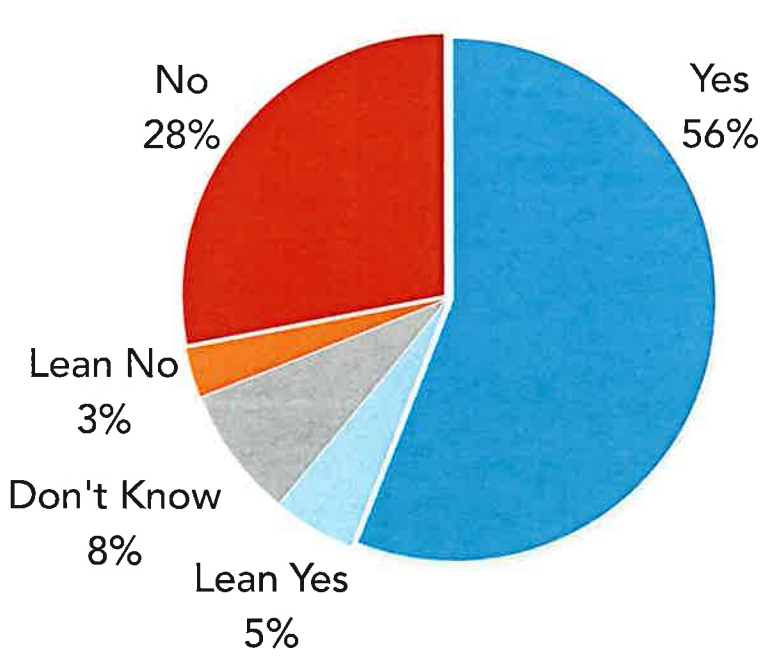
RESULTS

Voter Attitudes

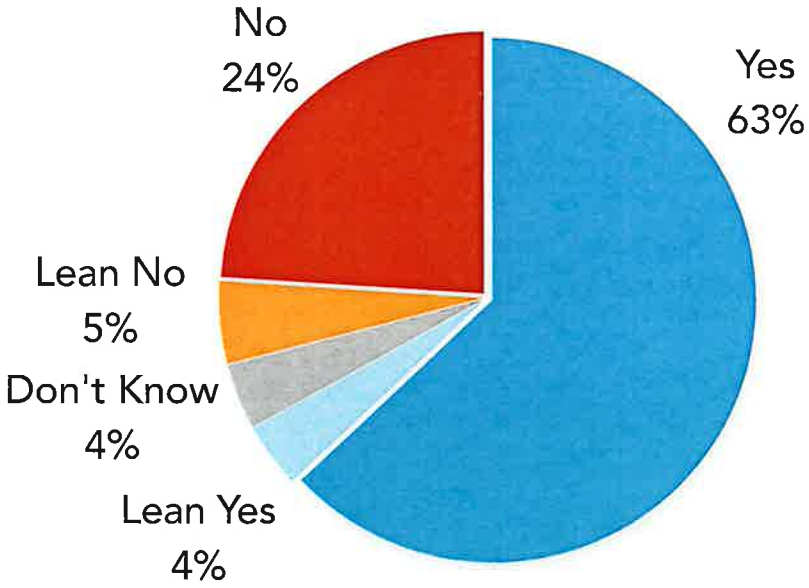
$100 MILLION RENOVATE RESTROOM BALLOT LANGUAGE: (BEFORE VS AFTER)

Now that you have heard more information regarding the proposed $100 million Alum Rock Union School District bond measure, if the election were held today, would you vote 'yes' to approve or 'no' to reject the measure?

BEFORE INFORMATION



AFTER INFORMATION

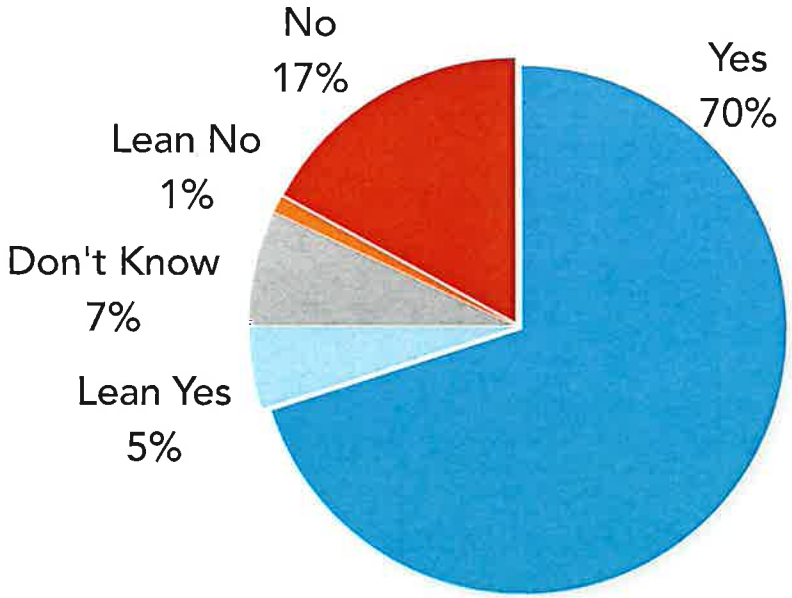


Voter Attitudes

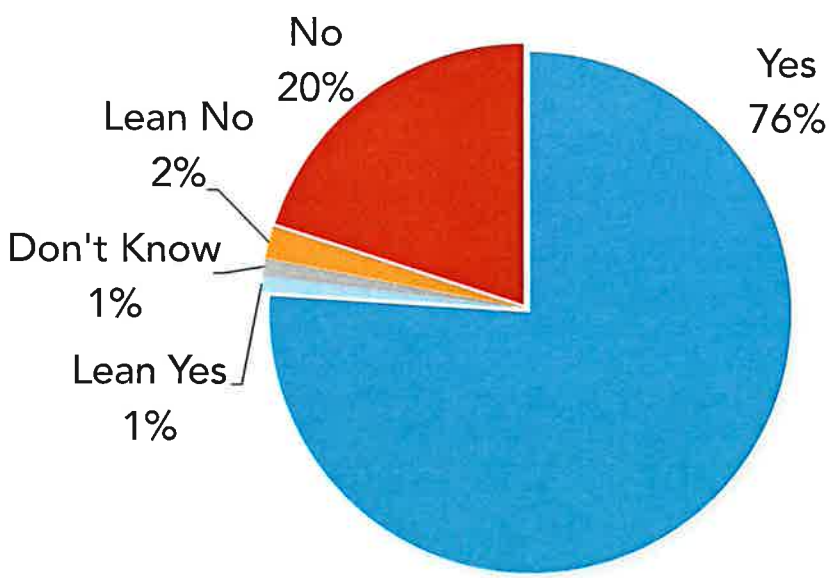
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BEFORE INFORMATION



AFTER INFORMATION

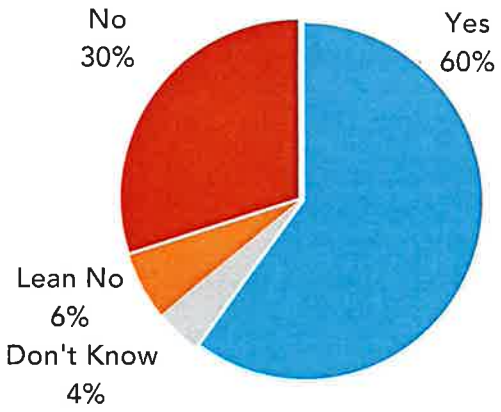


Voter Attitudes

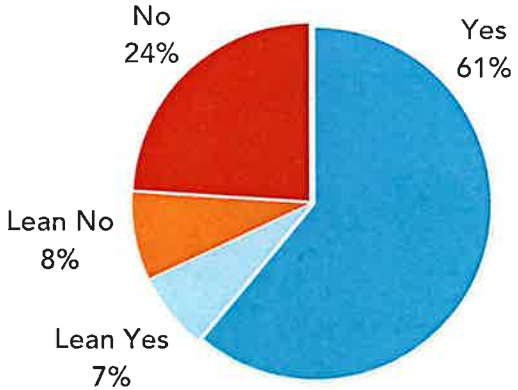
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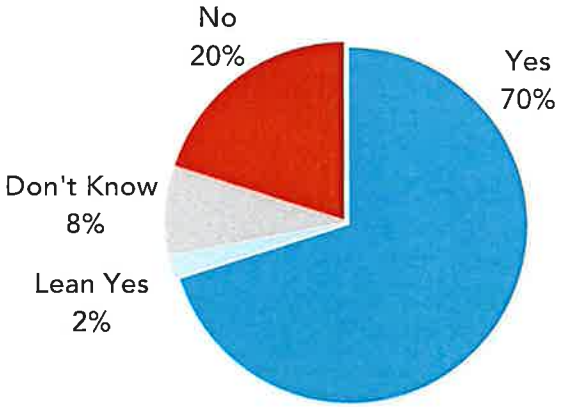
VERY RELIABLE – 33%



RELIABLE – 29%



UNRELIABLE – 38%



Very Reliable – Voting History is 4/4 or 3/3

Reliable – Voting History is 3/4 or 2/4 or 2/3 or 2/2 or 1/2 or 1/1

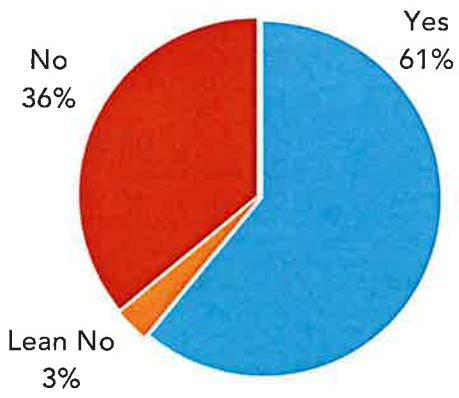
Unreliable – Voting History is 1/4 or 1/3

Voter Attitudes

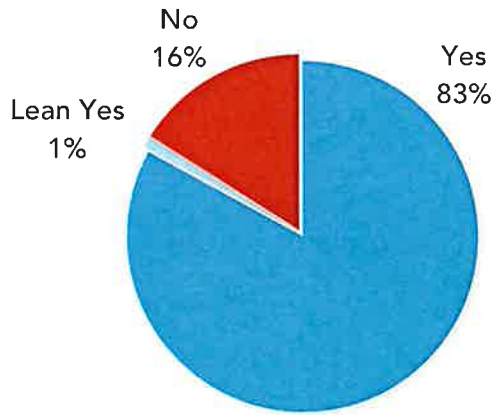
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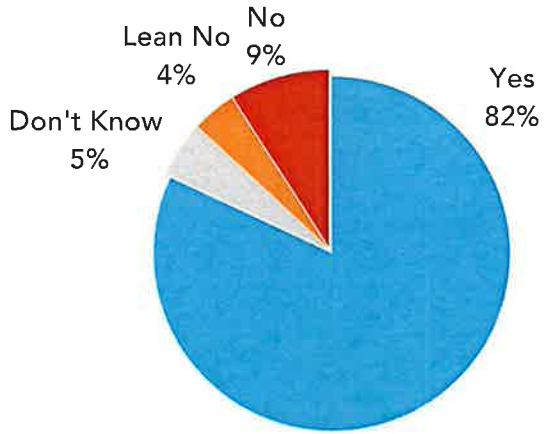
VERY RELIABLE – 31%



RELIABLE – 37%



UNRELIABLE – 32%



Very Reliable – Voting History is 4/4 or 3/3

Reliable – Voting History is 3/4 or 2/4 or 2/3 or 2/2 or 1/2 or 1/1

Unreliable – Voting History is 1/4 or 1/3

ALUM ROCK UNION SCHOOL DISTRICT

2026 ELECTION

Overview of Proposed Election Timeline

PREPARING FOR NOVEMBER 2026

November 2026 Election

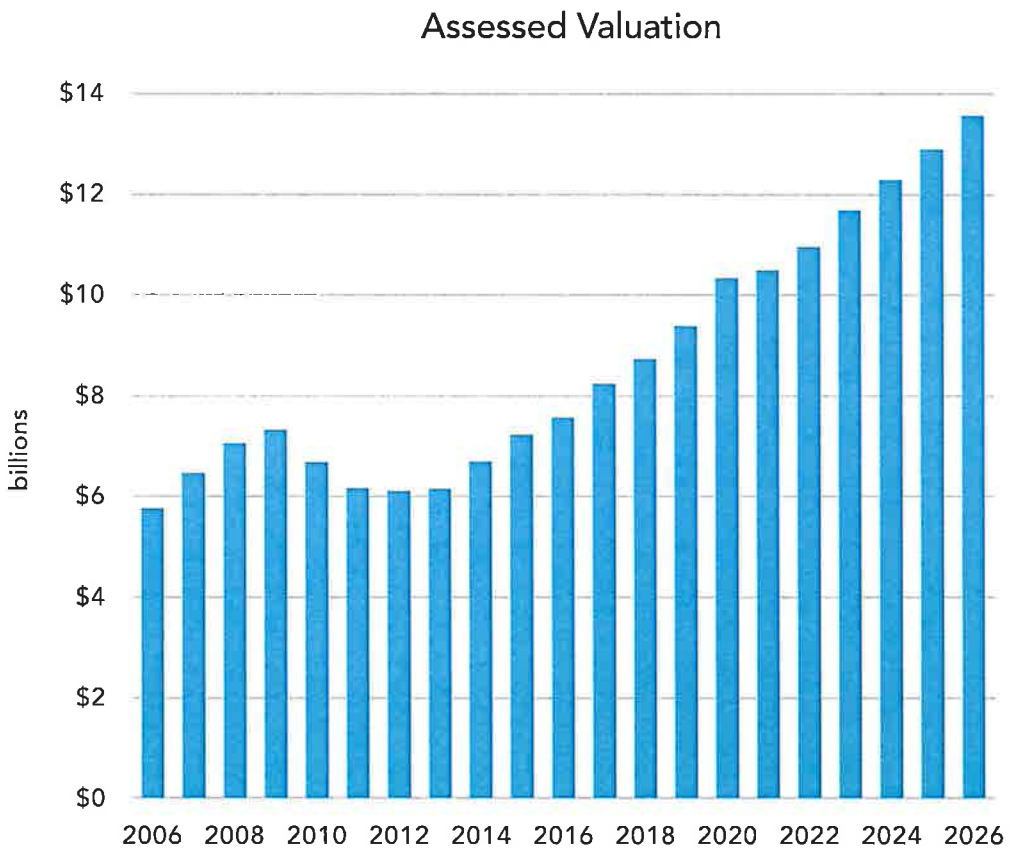


ALUM ROCK UNION SCHOOL DISTRICT

APPENDIX

Assessed Valuation

DISTRICT AV HAS GROWN BY 16% OVER PAST THREE YEARS

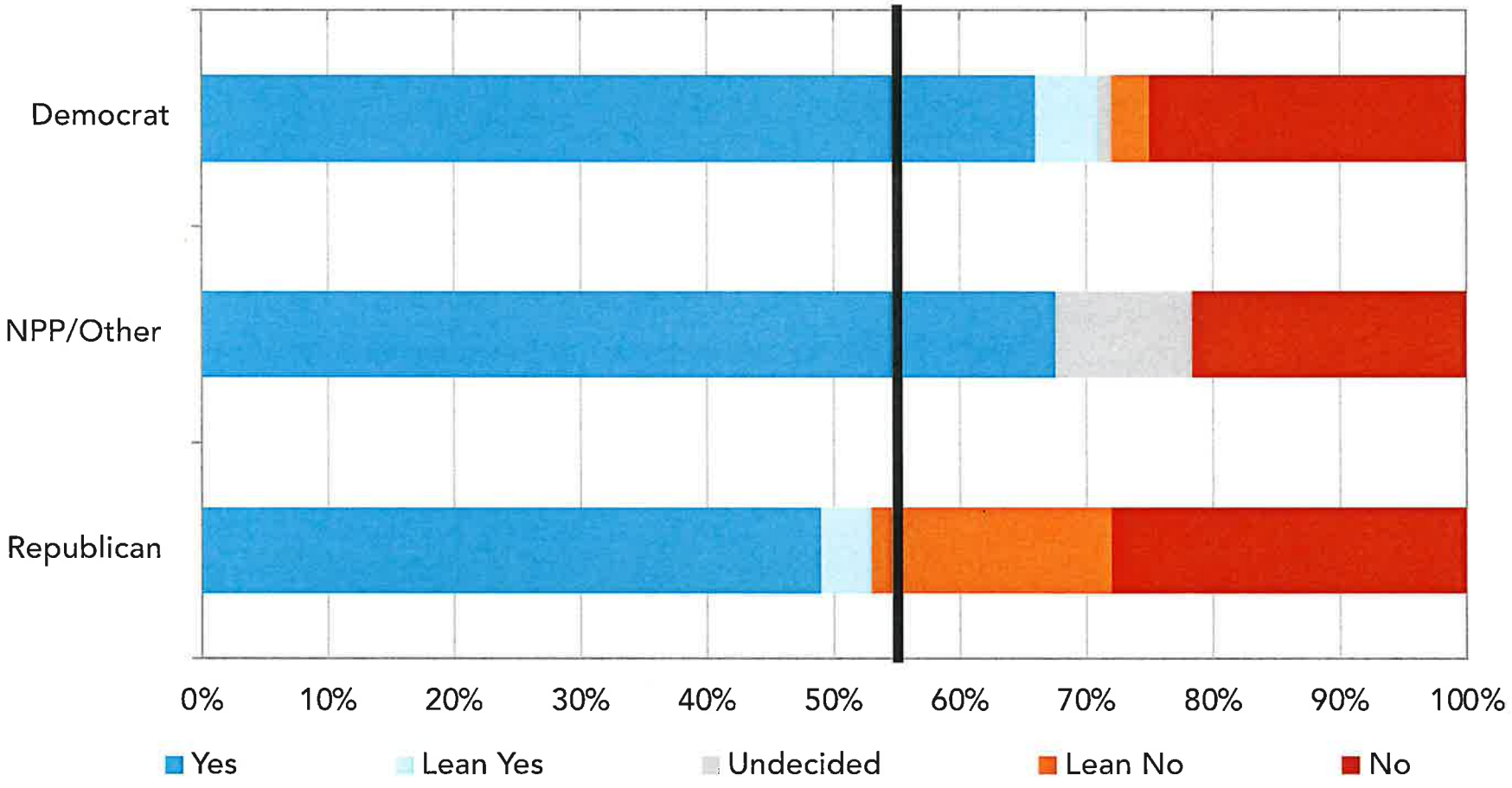


Assessed Valuation: 2006 to Present		
FY Ending	(billions)	% change
2006	$5.76	10.8%
2007	$6.48	12.6%
2008	$7.06	9.0%
2009	$7.33	3.8%
2010	$6.69	-8.7%
2011	$6.18	-7.7%
2012	$6.11	-1.1%
2013	$6.16	0.8%
2014	$6.70	8.8%
2015	$7.24	8.0%
2016	$7.58	4.7%
2017	$8.25	8.8%
2018	$8.74	6.0%
2019	$9.39	7.5%
2020	$10.34	10.0%
2021	$10.49	1.5%
2022	$10.95	4.5%
2023	$11.69	6.7%
2024	$12.29	5.2%
2025	$12.90	5.0%
2026	$13.57	5.2%
5 Year Average		5.3%
10 Year Average		6.0%
20 Year Average		4.5%

Source: California Municipal Statistics

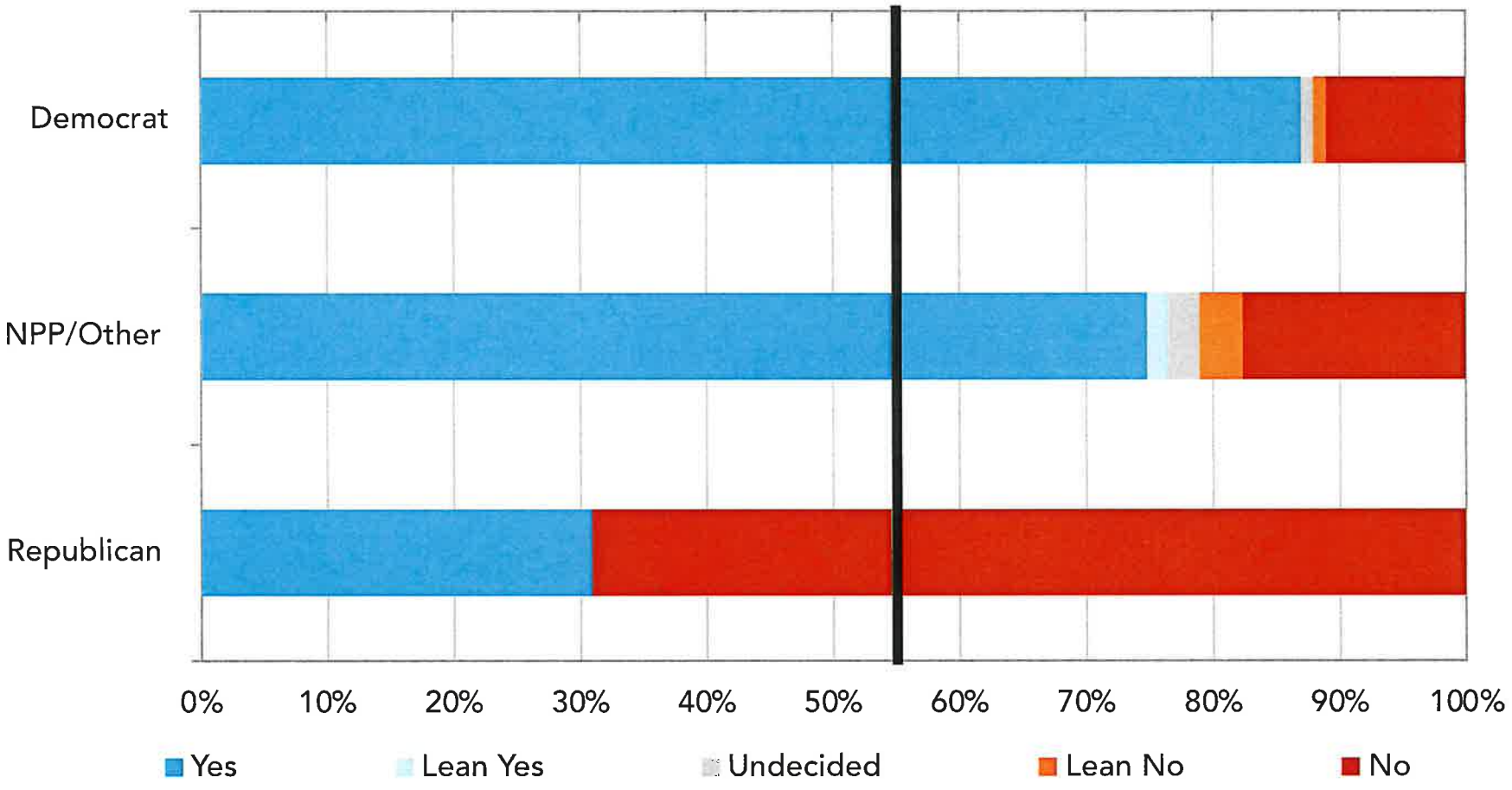
Voter Attitudes

POLITICAL PARTY AFFILIATION & RENOVATE RESTROOMS BALLOT LANGUAGE SUPPORT: AFTER INFORMATION



Voter Attitudes

POLITICAL PARTY AFFILIATION & UPGRADE SAFETY BALLOT LANGUAGE SUPPORT: AFTER INFORMATION



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 17, 2026

Subject: **Parcel Tax Voter Survey Results Presentation**

Support Information: Dale Scott & Company will provide an update on the potential 2026 parcel tax measure for Board consideration.

Fiscal Impact: No

Budget Source: Not Applicable

PRESENTATION

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 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: _____

JUNE 25, 2026

Thinking forward for schools and communities.



DS&C

ALUM ROCK UNION SCHOOL DISTRICT

PARCEL TAX VOTER SURVEY RESULTS

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

ALUM ROCK UNION SCHOOL DISTRICT

OVERVIEW

Survey Methodology

RANDOM SURVEY OF LIKELY VOTERS CONDUCTED IN JUNE 2026

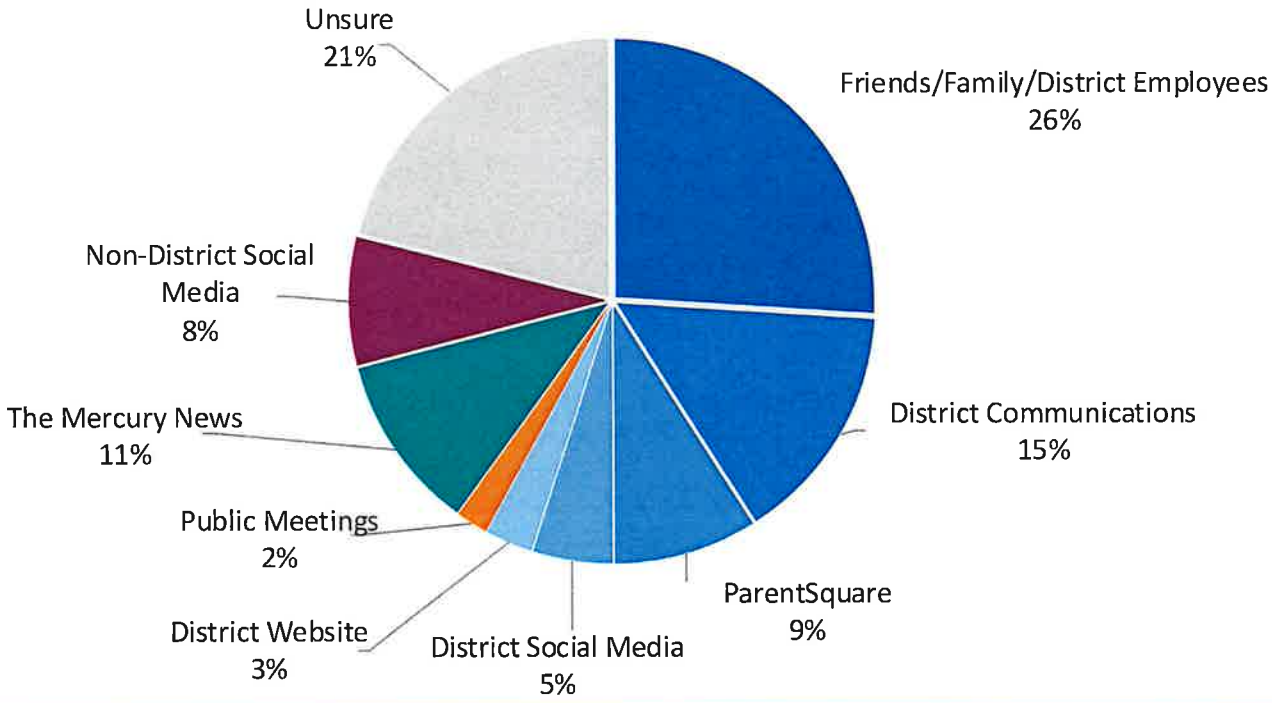
- Surveys were conducted between 5/29/26 and 6/9/26 in English, Spanish, and Vietnamese
- 230 completed surveys
  - 75% cell phones
  - 16% text-to-web
  - 7% land lines
  - 2% email-to-web
- The average length of the survey was 11.6 minutes
- Margin of Error for the survey is +/- 6.5%

Voter Information

INFORMATION ABOUT ALUM ROCK UNION SCHOOL DISTRICT

What is the main way you receive information about the Alum Rock Union School District?

Information About the District

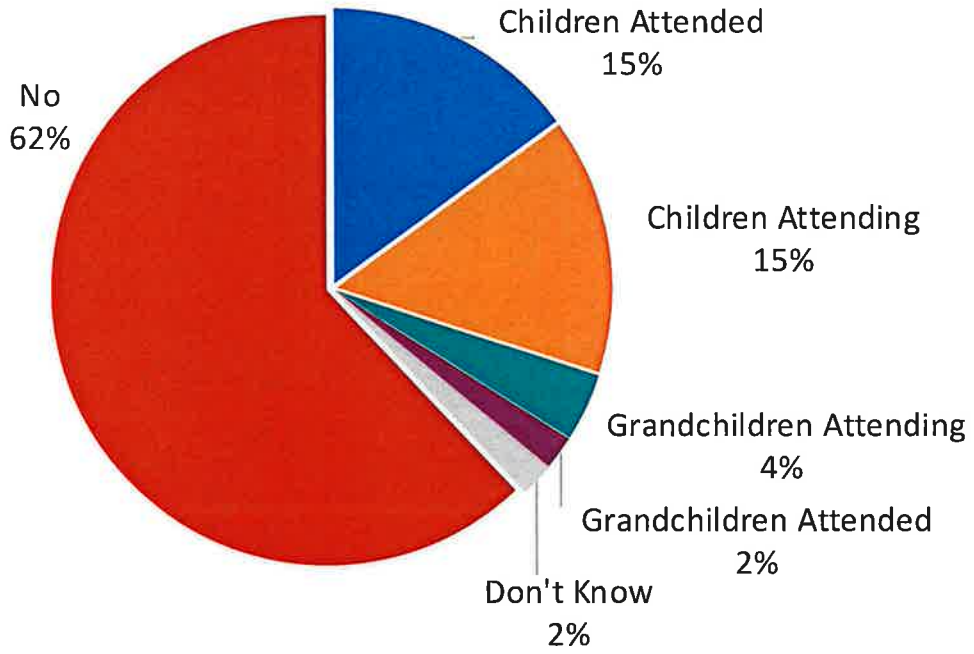


Core Values

EXPERIENCE WITH THE SCHOOL DISTRICT

Do you have, or have you ever had, any children or grandchildren who attended, or are now attending, a school in the Alum Rock Union School District?

Experience with the District

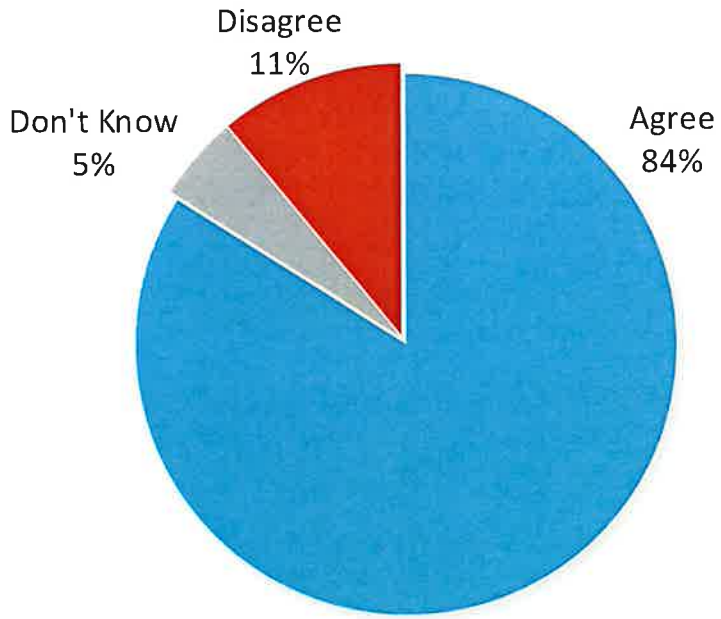


Core Values

PUBLIC SCHOOLS WITHIN THE COMMUNITY

Do you agree or disagree that... Alum Rock's public schools are our community's most important asset and should be our number one priority.

Community's Most Important Asset

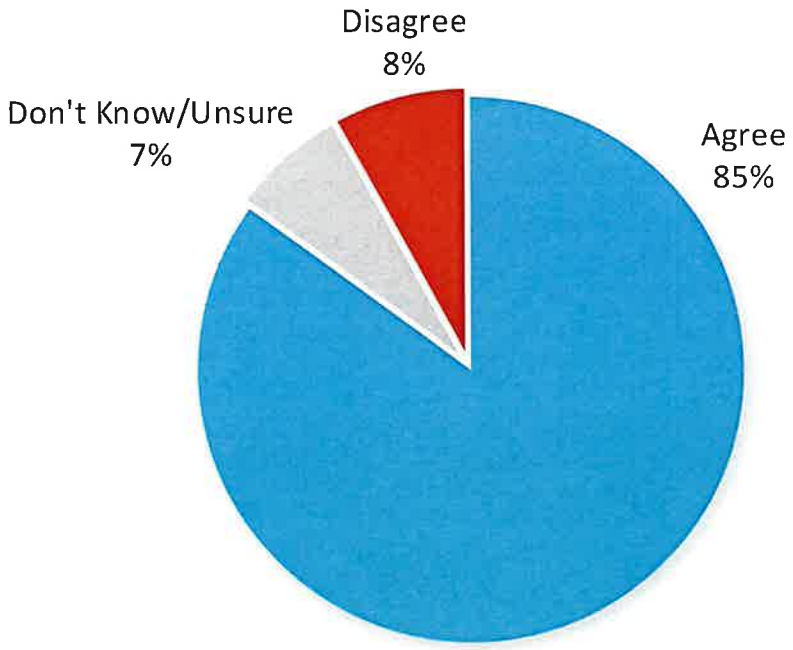


Core Values

SCHOOLS IMPACT ON PROPERTY VALUES

Do you agree or disagree that...Quality schools increase property values.

Quality Schools Increase Property Values



ALUM ROCK UNION SCHOOL DISTRICT

VOTER ATTITUDES

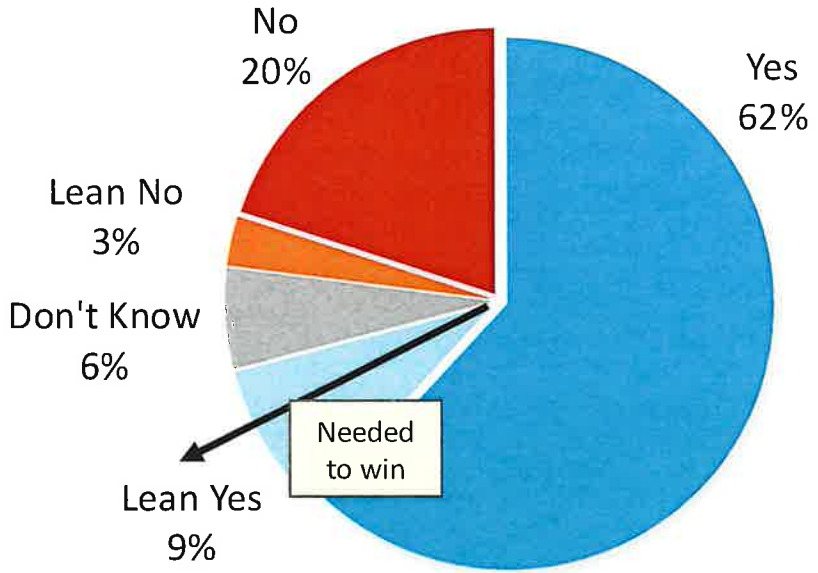
Voter Attitudes

$285 PER PARCEL BALLOT LANGUAGE: (BEFORE INFORMATION)

If the election were held today, would you vote "yes" to approve or "no" to reject the measure?

"With funds that cannot be taken by the State or Federal Government, shall Alum Rock Union School District's measure to replace the current parcel tax in order to improve reading, writing, math, science, technology, and arts/ music classes; recruit and retain qualified teachers; and protect local elementary and middle schools from budget cuts be adopted, raising $5.9 million per year at **$285** per parcel for seven years, adjusted annually, with senior exemptions, and full public disclosure of all spending?"

BEFORE INFORMATION



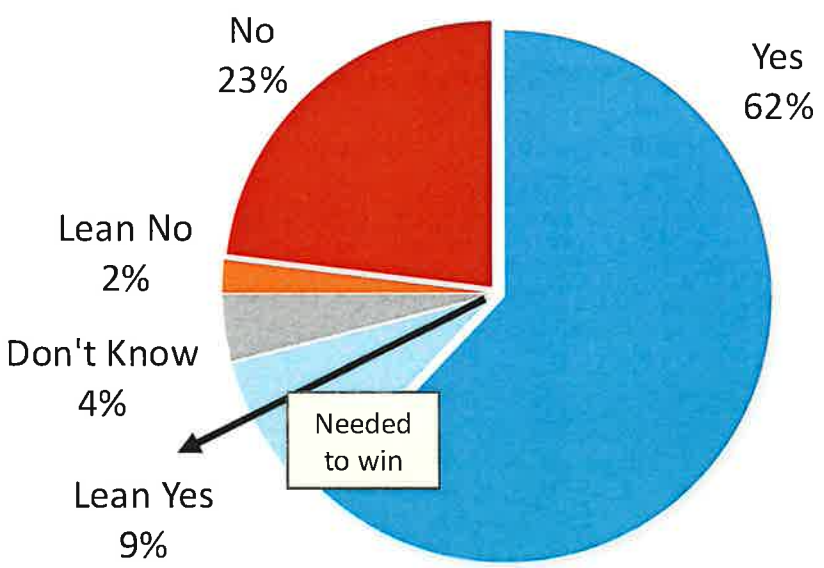
Voter Attitudes

$310 PER PARCEL BALLOT LANGUAGE: (BEFORE INFORMATION)

If the election were held today, would you vote "yes" to approve or "no" to reject the measure?

"**With funds that cannot be taken by State or Federal Government officials,** shall Alum Rock Union School District's measure to replace the current parcel tax in order to improve reading, writing, math, science, technology, and arts/ music classes; recruit and retain qualified teachers; and protect local elementary and middle schools from budget cuts be adopted, raising $6.5 million per year at **$310** per parcel for seven years, adjusted annually, with senior exemptions, and full public disclosure of all spending?"

BEFORE INFORMATION



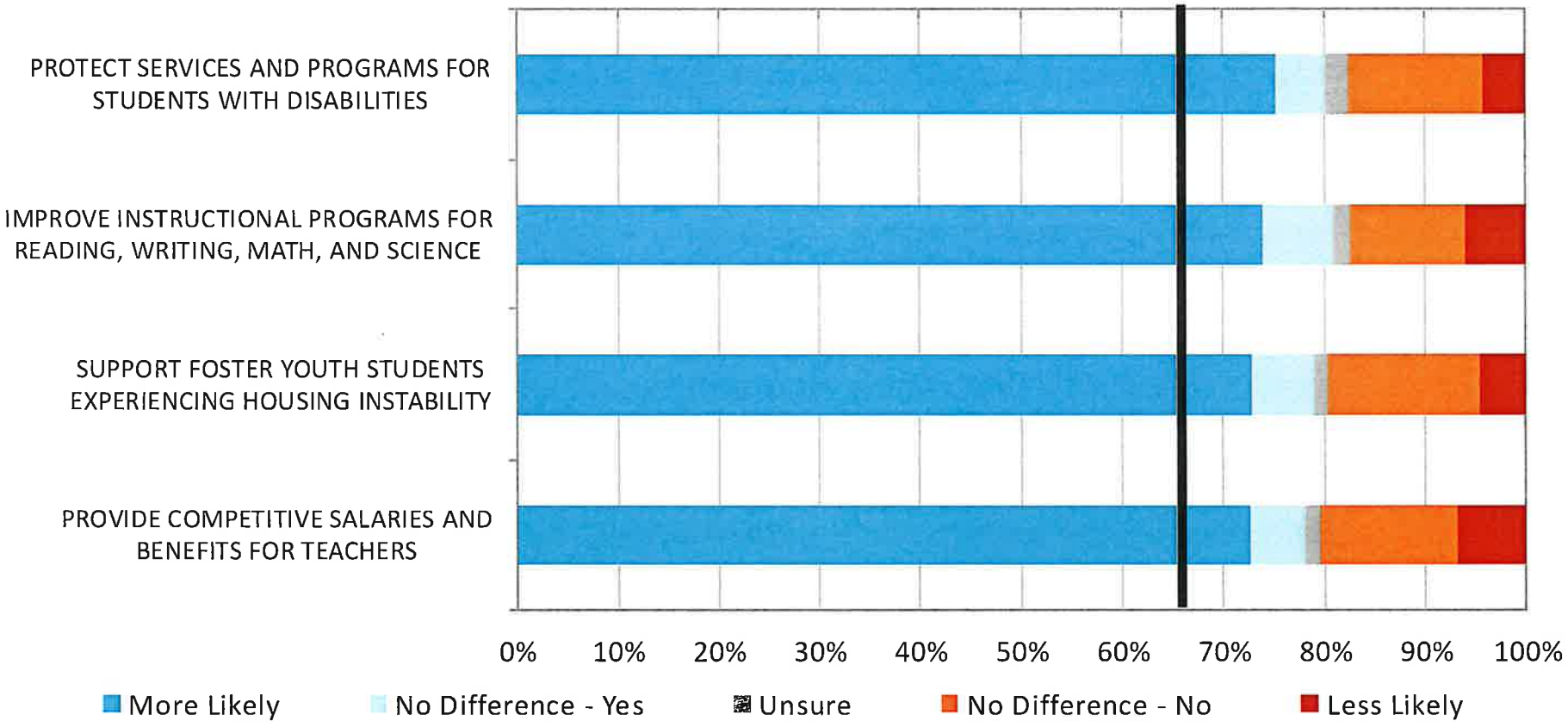
ALUM ROCK UNION SCHOOL DISTRICT

PROJECTS

Voter Attitudes

IMPACT OF SPECIFIC PROJECTS (RANKED BY MORE LIKELY)

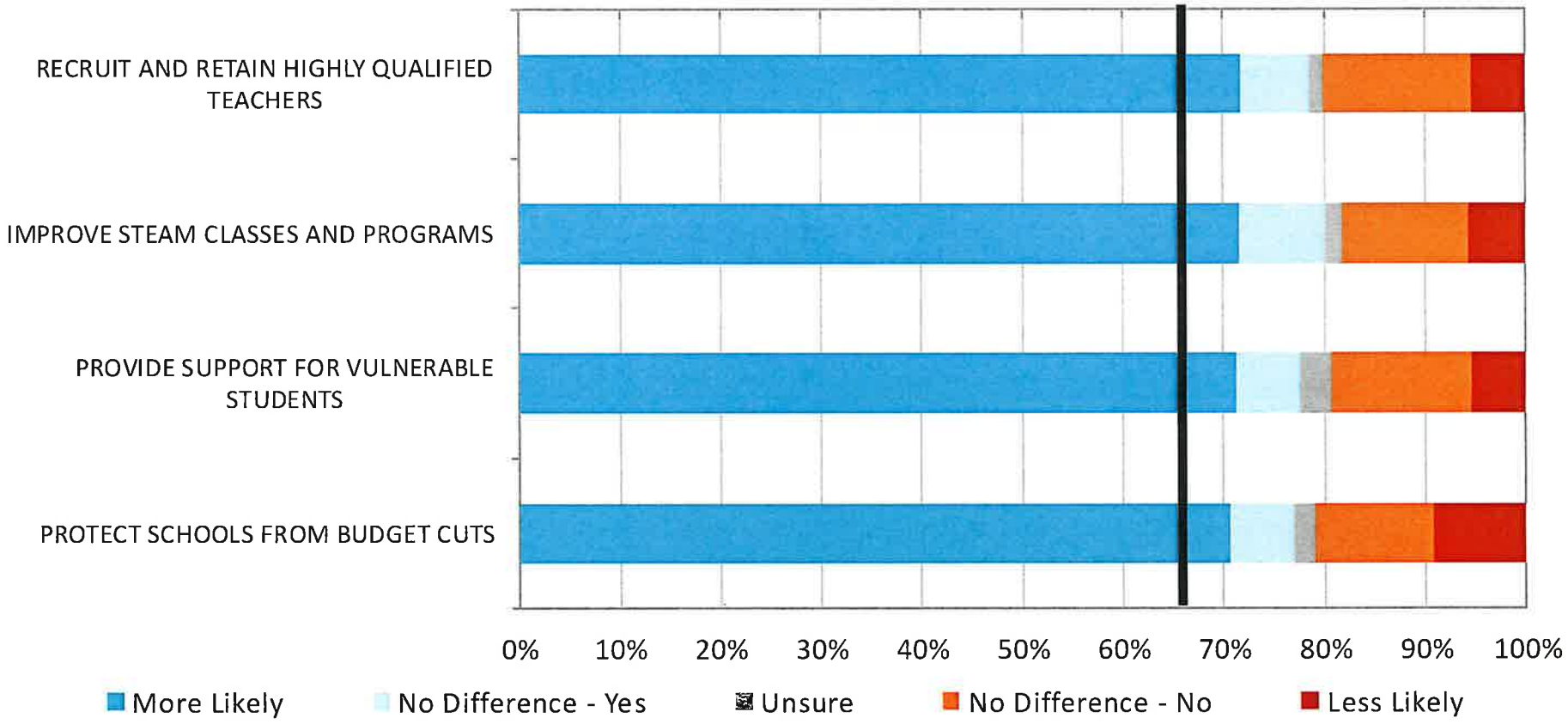
Here are some details regarding the proposed parcel tax. For each statement, please tell me if it would make you more or less likely to vote for the parcel tax?



Voter Attitudes

IMPACT OF SPECIFIC PROJECTS (RANKED BY MORE LIKELY)

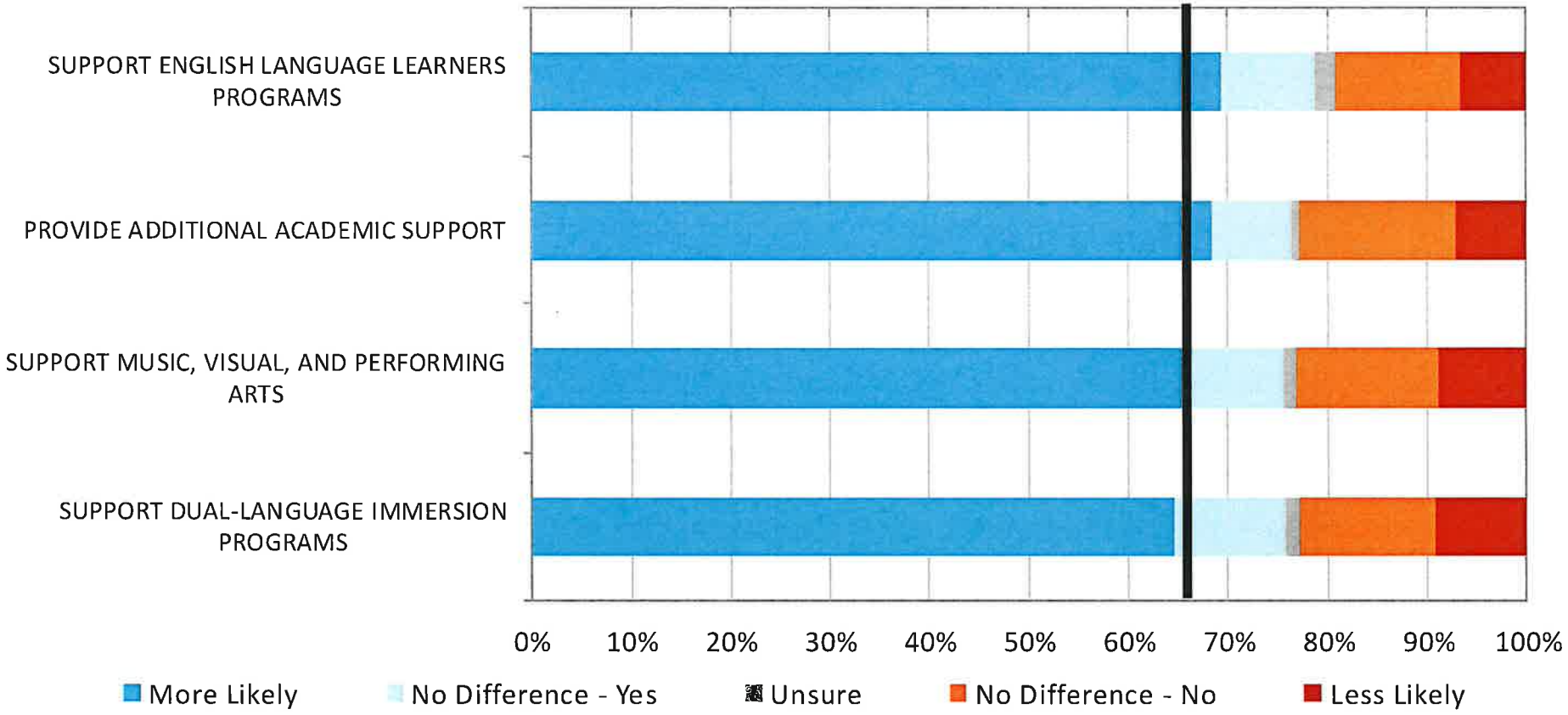
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Voter Attitudes

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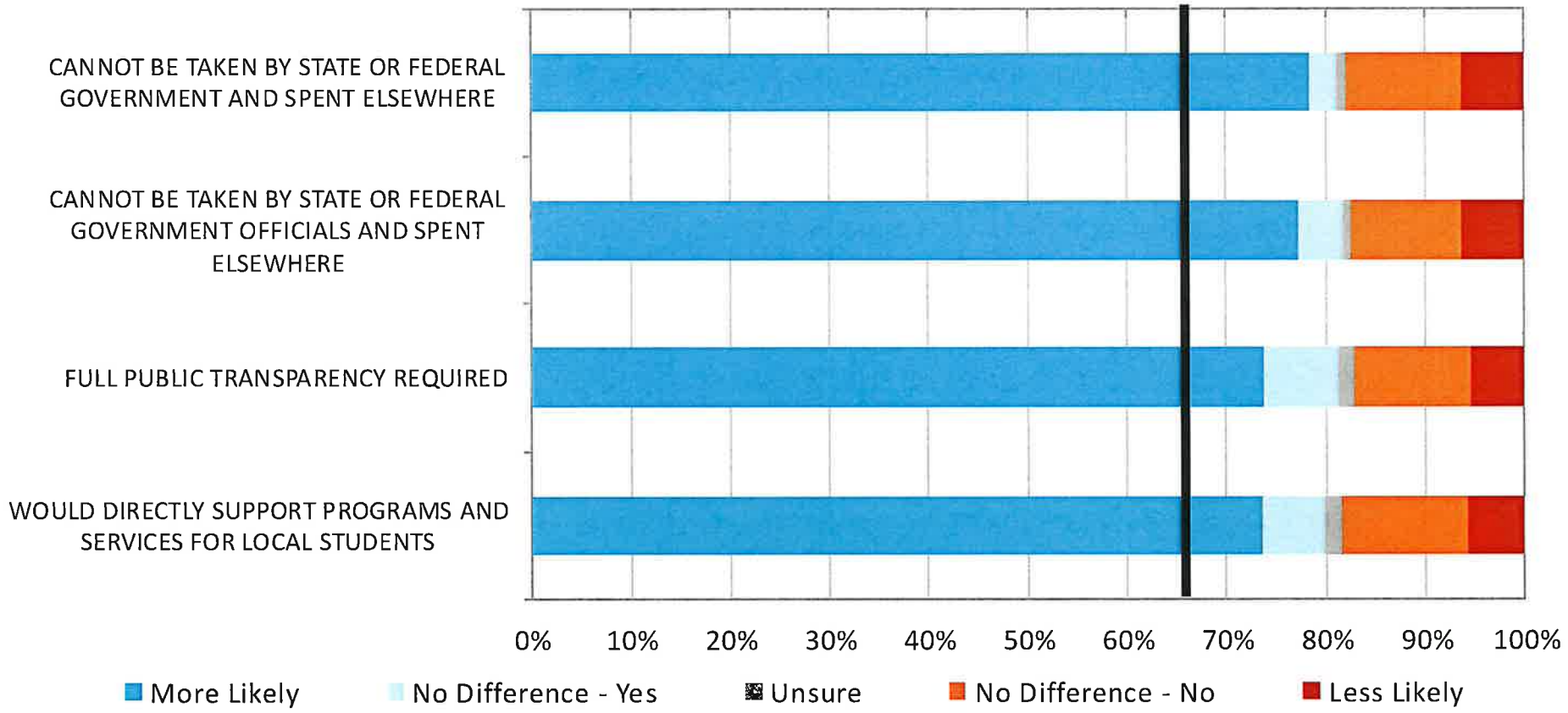
ALUM ROCK UNION SCHOOL DISTRICT

TAXPAYER PROTECTIONS

Voter Attitudes

TAXPAYER PROTECTIONS (RANKED BY MORE LIKELY)

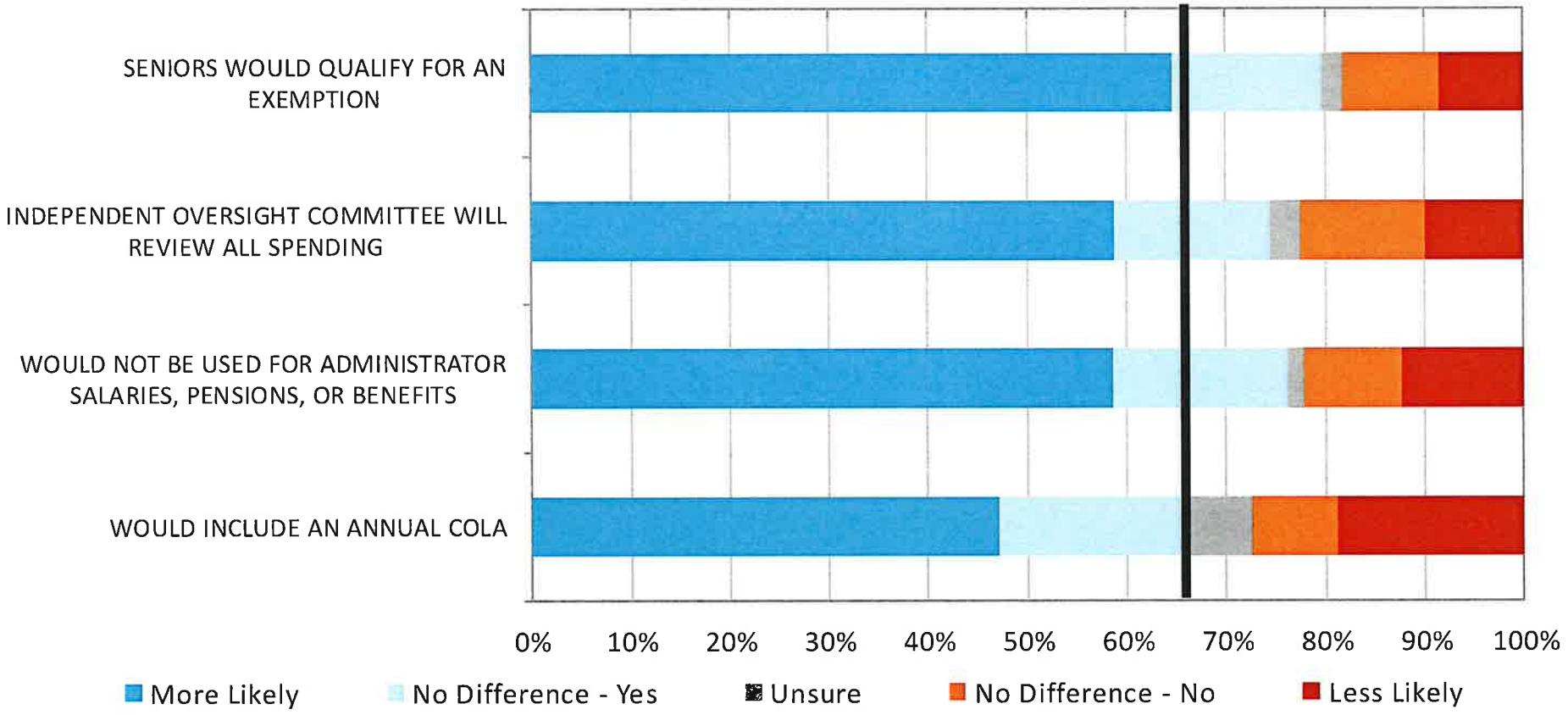
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Voter Attitudes

TAXPAYER PROTECTIONS (RANKED BY MORE LIKELY)

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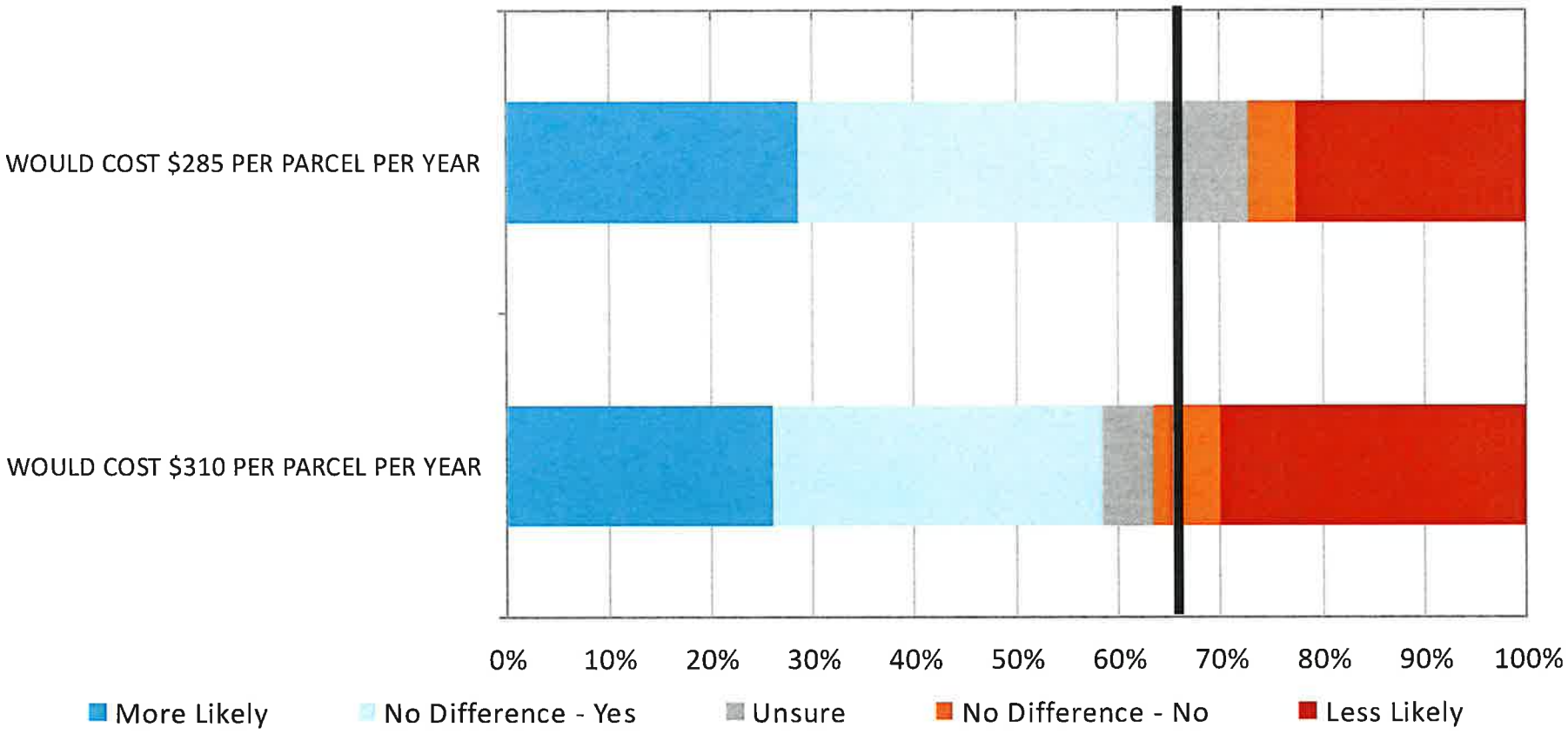
ALUM ROCK UNION SCHOOL DISTRICT

PARCEL TAX RATE AND DURATION SENSITIVITY

Voter Attitudes

PARCEL TAX RATE SENSITIVITY (RANKED BY MORE LIKELY)

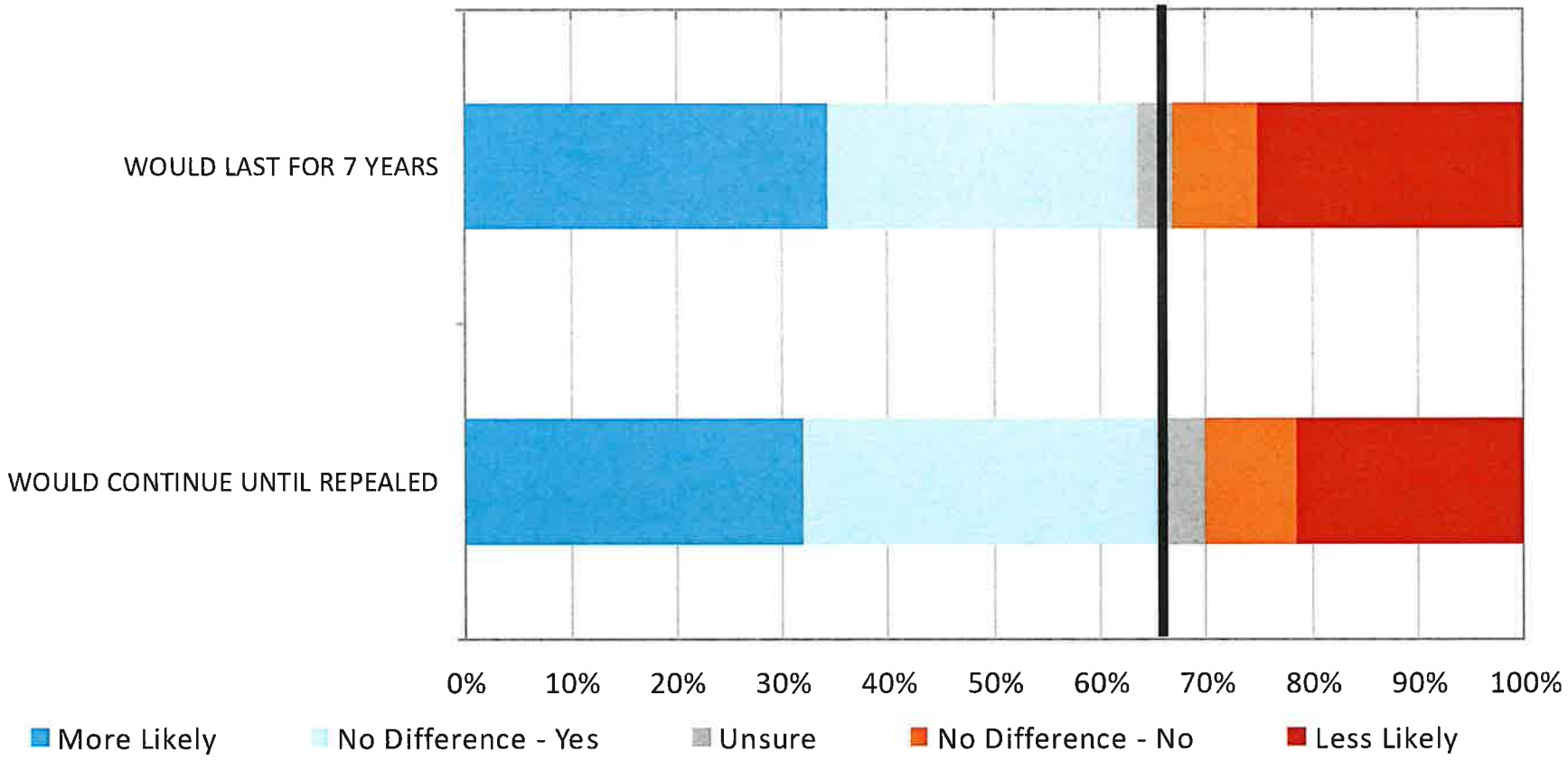
Would you be more likely or less likely to vote for the parcel tax if you knew the parcel tax



Voter Attitudes

PARCEL TAX DURATION SENSITIVITY (RANKED BY MORE LIKELY)

Would you be more likely or less likely to vote for the parcel tax if you knew the length of the parcel tax would be



ALUM ROCK UNION SCHOOL DISTRICT

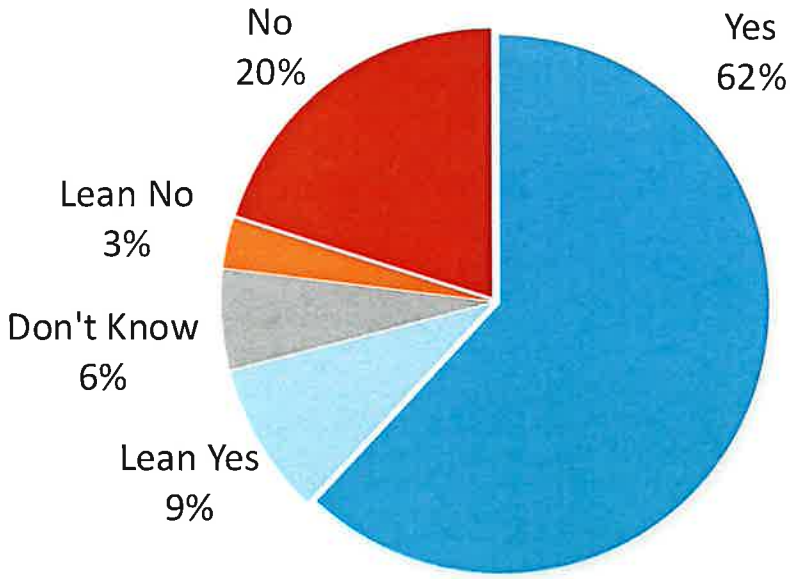
RESULTS

Voter Attitudes

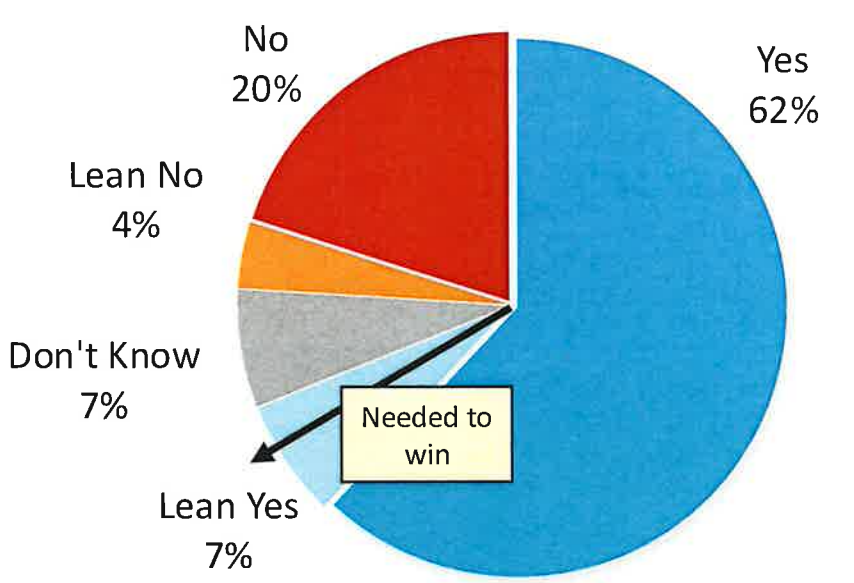
$285 PER PARCEL BALLOT LANGUAGE: BEFORE VS AFTER INFORMATION

Now that you have heard more information regarding the proposed $285 per parcel Alum Rock Union School District parcel tax measure, if the election were held today, would you vote 'yes' to approve or 'no' to reject the measure?

BEFORE INFORMATION



AFTER INFORMATION

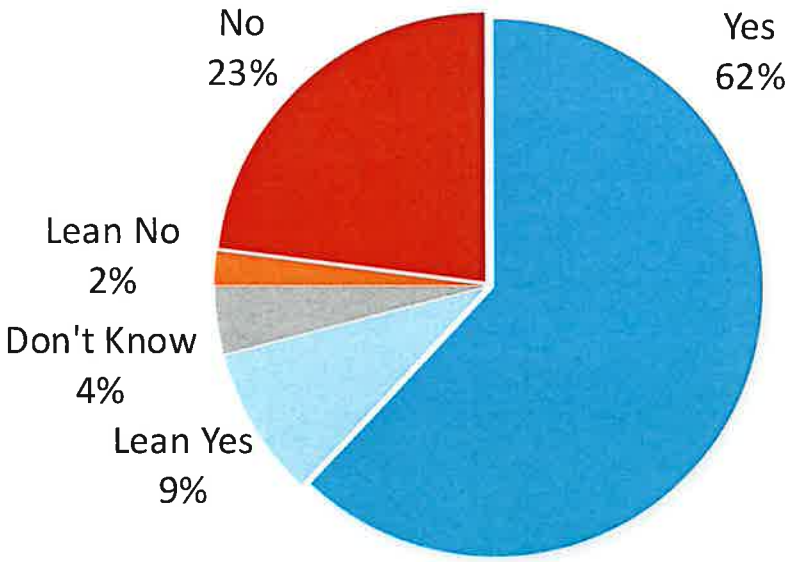


Voter Attitudes

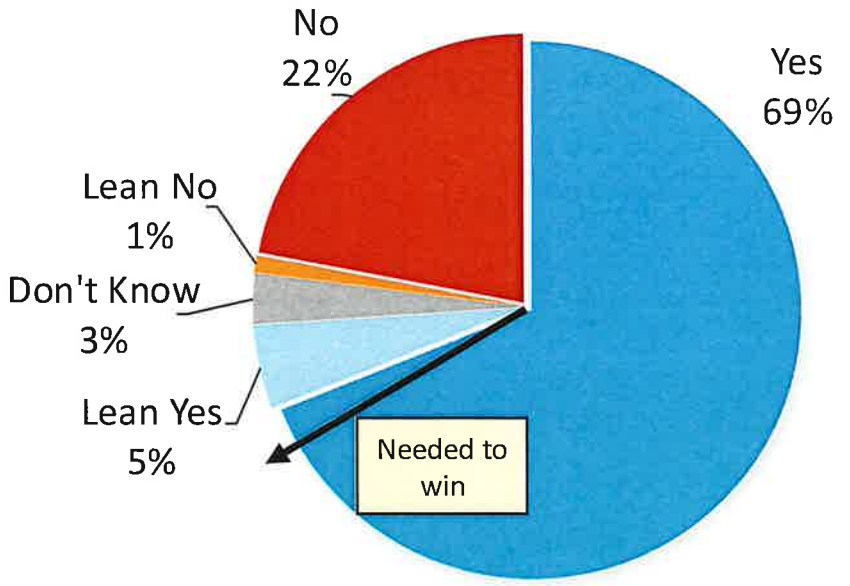
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BEFORE INFORMATION



AFTER INFORMATION

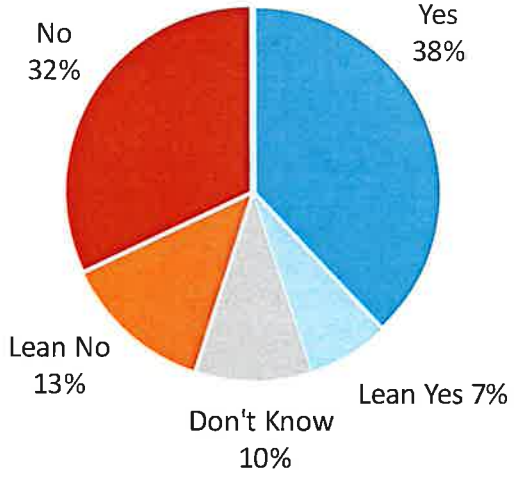


Voter Attitudes

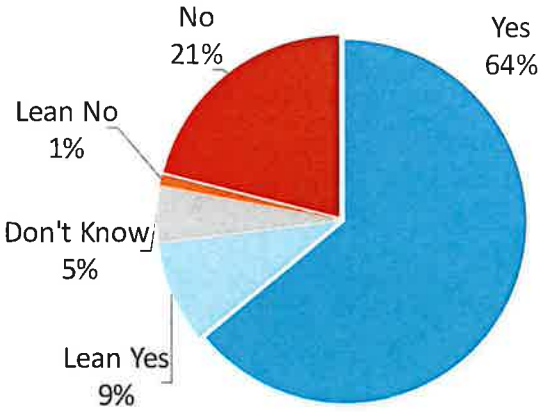
$285 PER PARCEL BALLOT LANGUAGE BY VOTER RELIABILTY*: AFTER INFORMATION

Now that you have heard more information regarding the proposed $285 per parcel Alum Rock Union School District parcel tax measure, if the election were held today, would you vote 'yes' to approve or 'no' to reject the measure?

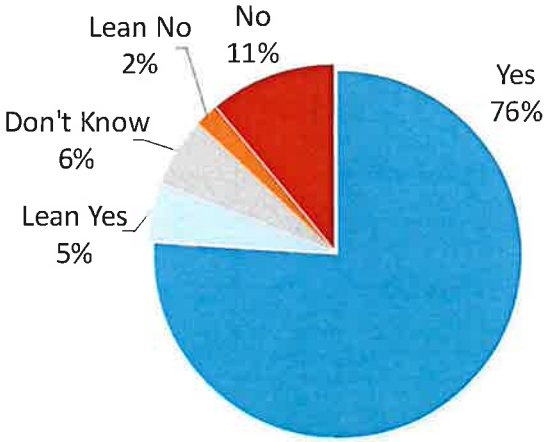
VERY RELIABLE – 22%



RELIABLE – 35%



UNRELIABLE – 43%



Very Reliable – Voting History is 4/4 or 3/3

Reliable – Voting History is 3/4 or 2/4 or 2/3 or 2/2 or 1/2 or 1/1

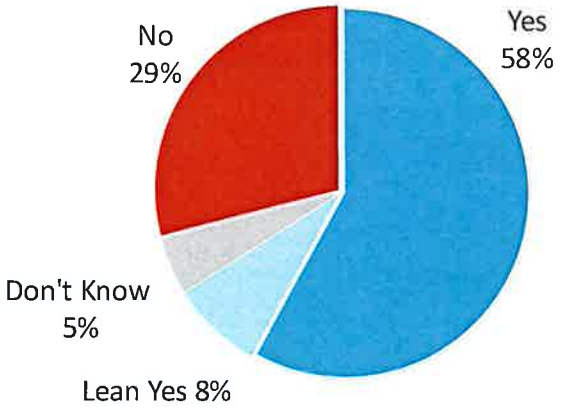
Unreliable – Voting History is 1/4 or 1/3

Voter Attitudes

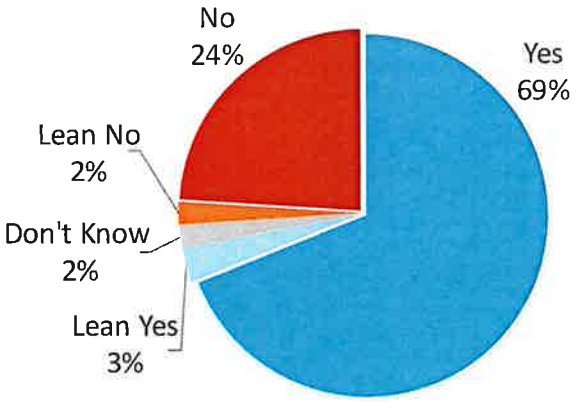
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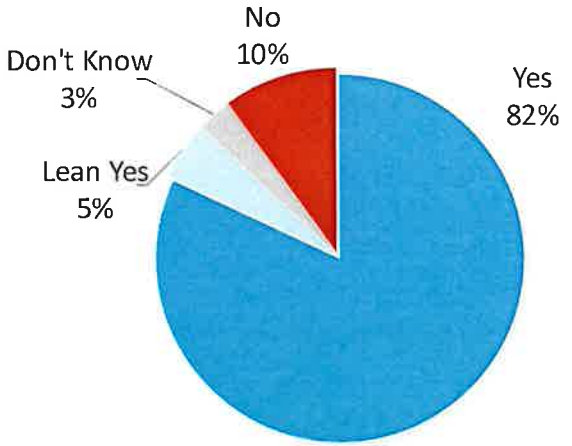
VERY RELIABLE – 28%



RELIABLE – 41%



UNRELIABLE – 31%



Very Reliable – Voting History is 4/4 or 3/3

Reliable – Voting History is 3/4 or 2/4 or 2/3 or 2/2 or 1/2 or 1/1

Unreliable – Voting History is 1/4 or 1/3

ALUM ROCK UNION SCHOOL DISTRICT

2026 ELECTION

Overview of Proposed Election Timeline

PREPARING FOR NOVEMBER 2026

November 2026 Election



8.3

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 25, 2026

Subject: **Request for Approval of RFP No.2627-CNS03 Meat Products for 2026-2027 School Year**

Support Information: Child Nutrition Services (CNS) solicited RFP for Meat Products for school year 2026-2027 following the federal competitive bid procedures to obtain the best service and meat products that are natural, sustainable and humanely raised to support federal breakfast and lunch feeding programs. Based on services, quality of products, and meeting sustainable requirements, CNS recommends awarding the contract to Cream Co. LLC.

Fiscal Impact: Yes

Budget Source: Fund 13 – Cafeteria Fund

Recommended Action: Staff recommends that the Board of Trustees approve and award the RFP with Cream Co. LLC in the amount of $200,000.

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 25, 2026
Regular Board Meeting

8.3

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

AWARD SUMMARY

The following table summarizes the recommended single-vendor award based on best overall value:

Vendor	Items Awarded	Estimated Annual Value
Cream Co.	9 items	$121,031.49
TOTAL	**9 items**	**$121,031.49**

Note: All nine (9) required line items received at least one responsive bid; no items will require alternative procurement.

PRICING

Protein/Meat 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, responsiveness, and pricing, the RFP should be awarded to a single vendor, Cream Co., on a best-overall-value basis. Cream Co. submitted responsive pricing on all nine (9) required line items. The estimated annual contract value of $121,031 reflects Cream Co.'s pricing across all nine required items for the ten-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
2930 Gay Ave, San Jose, CA 95127
408-928-6905

Katrina Zhang, MPH, RD
Child Nutrition Services Coordinator
Alum Rock Union Elementary School District
2930 Gay Ave, San Jose, CA 95127
408-928-6908

Links to the complete bid package 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 bid. 80% of Max Points: Second lowest-priced bid. 60% of Max Points: Third lowest-priced bid.	Itemized Bid List	20.0
Service Reliability and Past Performance	100% of Max Points: Proven ability to provide excellent service as demonstrated by references & vendor questionnaire that show: - Prompt responses and satisfactory resolution to requests for information and complaints & issues Courtesy and responsiveness to all district personnel at all times - Experience and established track record of success in meat product sales - Ready access to decision-making executives and assigned point of contact. - Ability to meet sourcing goals - Fully staffed delivery driver support. - Ongoing product market updates and communication regarding product availability to identify best priced seasonal products. 0 Points: 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	5.0
Natural, Sustainable and/or Humanely Raised	100% of Max Points: Ability to provide 100% of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 50% of Max Points: Ability to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources. 0 Points: Unable to provide 50% or more of the items from Grass-Fed, Natural, Sustainable and/or Humanely Raised sources.	- Responses to Questions Labeled "Natural, Sustainable and/or Humanely Raised - " in Vendor Questionnaire	15.0
Traceability	100% of Max Points: Bidder has a system in place for tracking and labeling locally grown product and has a process and can provide farm and/or brand name and location on invoices. Can currently product reports to show % of local products provided, including farm name and origin. 80% of Max Points: Bidder has a system in place for tracking and labeling locally grown product and has a process for showing documentation of product sourcing. Can currently product reports to show % of local products provided. 0% Points: Cannot product reporting/tracking mechanisms.	Responses to Questions Labeled "Traceability - " in Vendor Questionnaire	10.0
Technology and Reports	100% of Max Points: Availability of online ordering with online system or email 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. Ability to provide velocity reports, 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.	Responses to Questions Labeled "Technology and Reports - " in Vendor Questionnaire	5.0
Delivery Specifications	100% of Max Points: Ability to deliver within the District's designated time/days & positive references of timely & accurate delivery.	- Reference forms - Responses to Questions Labeled "Delivery	15.0

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
	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.	Specifications - " in Vendor Questionnaire	
Local Geographic Preference	100% of Max Points: Ability to provide 60% or more California grown/raised products sourced within 250 miles. 90% of Max Points: Ability to provide 50% or more California grown/raised products sourced within 250 miles. 70% of Max Points: Ability to provide 20-49% of products sourced within 250 miles. 30% of Max Points: Ability to provide 1-19% of products sourced within 250 miles. 0 Points: Unable to source any products within 250 miles.	Responses to Questions Labeled "Local Geographic Preference - " in Vendor Questionnaire	10.0
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	5.0
Contracting with Minority-Owned Businesses	100% of Max Points: Majority business ownership by individuals who identify as women or BIPOC (Black, Indigenous and People of Color). 0% of Max Points: Majority business ownership not by individuals who identify as women or BIPOC.	Responses to Questions Labeled "Contracting Minority Owned Businesses" in Vendor Questionnaire	5.0
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	10.0
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: - Bidder's staff are properly and regularly trained in current safety procedures, - Bidder's facilities are regularly inspected by accredited agencies and proposer's facilities are favorably assessed in those inspections. - The proposer promptly and appropriately addresses safety issues raised by food-safety inspections or otherwise. - 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. - 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	5.0
Food and Nutrition Education	Bidder will receive 100% of Max Points for all of the following, 80% of Max Points for four of the following, 60% of Max Points for three of the following, 40% of Max Points for two of the following, 20% of Max Points for one of the following, and 0 points for none of the following: - Provide farm specific promotional materials - Farm Tours for Nutrition Services - Farm Tours for students - Farm visit to school/classroom	Responses to Questions Labeled "Food and Nutrition Education - " in Vendor Questionnaire	5.0

Evaluation Criteria	Description and Points Awarded	Points Based On	Max. Points
	- Provide nutrition education materials - Provide Training & Technical Assistance to school garden/farm		
Vendor Consultation	100% of Max Points: Bidder's staff will be available for consultation to district staff about seasonal sourcing strategies and menu planning ideas that may deliver the best value to the school district for a minimum of 2 hours per month. 0 Points: Bidder is unable to provide consultation for a minimum of 2 hours per month.	Responses to Questions Labeled "Vendor Consultation - " in Vendor Questionnaire.	5.0
		TOTAL POINTS:	**115**

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 both scores is shown below.

TABLE A

Cream Co.	90.5
Gold Star Foods	76.0

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

REQUEST FOR PROPOSAL
RFP No. 2627-CNS03
Meat 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:
May 15, 2026 at 3:00 PM PST

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

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RFP SCHEDULE OF EVENTS

DATE	ACTION
May 1, 2026	Release of RFP No. 2627-CNS03
May 8, 2026	Deadline for submission of written questions to the District concerning RFP No. 2627-CNS03
May 15, 2026	**Deadline for all submissions of RFP No. 2627-CNS03**
May 15-28, 2026	Evaluation of Proposals
May 28, 2026	Estimated Final Bid Award Notice
June 25, 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-CNS03

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 15, 2026 by 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 **May 15, 2026**

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

Meat Products

REQUEST FOR PROPOSAL No. 2627-CNS03

This is a request for proposal (RFP) for Meat Products (RFP No. 2627-CNS03) 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
Meat Products (RFP No. 2627-CNS03)

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: Cream Co. LLC

This checklist must be submitted with Bidder's Proposal.

REQUIRED DOCUMENTS:

- ☑ Proposal Submission Checklist (Attachment 1, this form)
- ☑ Buy American Provisions Section (Page 17 – Signed)
- ☑ General Terms and Conditions Section (Page 28-29 – Signed)
- ☑ Service Level Agreement (Page 32 – Signed)
- ☑ Ordering and Delivery Section (Page 34 – Signed)
- ☑ Special Conditions and Instructions Section (Page 36 – Signed)
- ☑ Request for Proposal Signature Page (Attachment 2)
- ☑ Evaluation Criteria (Attachment 3)
- ☑ Vendor Questionnaire (Attachment 4)
- ☑ Itemized Bid List (Attachment 5)
- ☑ References with at least 3 References (Attachment 6)
- ☑ Non Collusion Affidavit (Attachment 7)
- ☑ Bidder's Statement Regarding Insurance Coverage (Attachment 8)
- ☑ Worker's Compensation Insurance Certification Form (Attachment 9)
- ☑ Drug Free Workplace Certification (Attachment 10)
- ☑ Equal Opportunity Employment (Attachment 11)
- ☑ Fingerprint Clearance/Criminal Background Investigation (Attachment 12)
- ☑ Suspension and Debarment Certification (Attachment 14)
- ☑ Certification Regarding Lobbying (Attachment 15)
- ☑ Iran Contracting Act of 2010 Compliance Affidavit (Attachment 16)
- ☑ Certificate Regarding Alcoholic Beverage and Tobacco Free Policy (Attachment 17)
- ☑ Clean Air and Water Certification (Attachment 18)
- ☑ Buy American Certification Form (Attachment 19)
- ☑ China Prohibition Certification (Attachment 20)
- ☑ Conflict of Interest Certification (Attachment 21)
- ☑ HACCP Plan / Food Security and Safety Program including Pest Control Policy & Recall Procedures (Include in your proposal)
- ☐ 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 **May 8, 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 2025 - 2026 school year of approximately 7,400 students. The District has 4 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:
   a. Ensure that students are receiving high quality meat products
   b. Purchase high quality meat products at the best possible price
   c. Purchase natural, sustainable and humanely raised meats, including 100% Grass-Fed and Grass-Finished, Pasture Raised, and Cage-Free Certified Meats (See p. 23 for more info)
   d. Offer more product that is locally grown
   e. Offer more product grown with verified regenerative practices whenever possible
   f. Utilize the expertise of our vendor to provide training information for our department staff on best practices for purchasing, receiving, storing, and preparing meat products.
   g. Partner with a meat vendor that will provide excellent customer service.

4. **DEADLINE FOR RECEIPT OF RFPS** - RFPs must be received before **May 15, 2026 @ 3:00 PM** PST. 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 or fax: (408) 928-6413. 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 5). 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. For fixed price items, at no time shall the prices charged to the District exceed the prices bid.

    i. 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.

    ii. 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.

    iii. Please see the Bid Form and Proposal, Attachment 5, for minimum quantities of specified meat products. Prices must be expressed to as many decimal places as carry value (no rounding).

    Selected firm(s) must be able to execute the District's Agreement.

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 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 general liability insurance policy providing occurrence-based coverage to be in effect

during the term of the contract. Bodily 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.

24. **INDEMNIFICATION** - Vendor shall defend, indemnify, and hold harmless District and its agents,representatives, officers, consultants, employees, Board of Trustees, members of the Board ofTrustees (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 ARUSD 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 Districts 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://marketnews.usda.gov/mnp/fv-report-config-step1?type=termPrice. 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.

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

Sarah Johnson 5/11/2026

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. **CONTRACTING WITH SMALL BUSINESSES** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that falls under the definition of small business provided in the Health and Safety Code 23395.20: ""Small business" means an independently owned and operated business, that is not dominant in its field of operation, that, together with affiliates, has 100 or fewer employees, and that has average annual gross receipts of ten million dollars ($10,000,000) or less over the past three years." See "Evaluation Criteria - Attachment 3" for additional scoring for small businesses per this consideration.

30. **CONTRACTING WITH MINORITY OWNED BUSINESS** - Per CFR 200.321 the District will provide consideration for contracting with a bidder that is a minority or women owned business. CFR 4.62 defines a minority or women owned business as "...at least 51 percent unconditionally-owned by one or more members of a minority group or by one or more women..." See "Evaluation Criteria - Attachment 3" for additional scoring for small businesses per this consideration.

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 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 a 5% increase per contract term without written consent in advance from the District.
    - 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. 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.

35. **BASIS OF AWARD**
    The Board of Trustees of the Alum Rock Union Elementary School District intends to award the RFP based on price, traceability, delivery specifications, minimum delivery amounts, geographic preference, disadvantaged farmers support, small and minority business status, technology and reports, and service per the specifications herein. Parties will be assigned a score based on these criteria. Please refer to the evaluation criteria on Attachment 3. Meat Products vendor(s) shall be awarded the bid for service between **July 1, 2026 and 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.

35. 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 Director of Child Nutrition 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.

36. **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 45125.1.

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.

37. **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 EPA'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-FreeWorkplace

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

K. **Equal Opportunity**

Sign & Date

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
Address: 2930 Gay Avenue
San Jose, CA 95127

By: _____
Signature

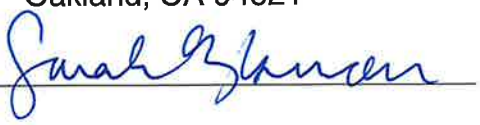
Title: Interim Superintendent

Phone No: (408) 928-6903
Fax No: (408) 928-6413

PROVISIONER

Cream Co. LLC

Address: 700 Julie Ann Way,
Oakland, CA 94621

By: 

Sarah Brinkman

Title Senior Account Executive

Phone 248-506-7304

Fax no. NA

SERVICE LEVEL AGREEMENT - MEAT PRODUCTS

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 Meat Products RFP 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 Meat Products for 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 through June 30, 2027

1. Failure to meet these specifications shall entitle the District to cancel the contract with a 30-day notice.
2. All Meat 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. 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 of product to students, the District requests that the Distributor provide a "Best If Used By" date listed on the package for all cut product purchased. This "Best If Used By" date will assist menu planners in placing product on optimal days of the week to maximize product freshness. 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; substitutions will only be allowed if given prior approval by the District. Suppose the desired product is unavailable for any reason. In that case, the District shall be notified at least two days in advance, and the District shall be given options for a product of the same or higher quality at the same unit cost. Authorization of a substitute product shall be at the District's sole discretion.
   Products will not be represented as being in conformance with the specification when such is not the case. Products are on a menu based upon precise nutritional analysis, and a copy of that analysis is on file at the District. The Distributor must provide the specified product or an acceptable substitute, as determined by the District. If, because of failure to deliver the selected product in a timely manner, the service of meals fails to contain the required components of a reimbursable meal, Distributor shall be required to reimburse the District for the total value of all of the identified meals, as determined by the National School Lunch Program. Financial restitution shall be made within 60 days upon written request by the District.

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: 408-928-6904, Albaelena M. Diaz Tamayo.
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, except Ocala)
    Elsa Hermosillo at 408-928-8360, elsa.hermosillo@arusd.org (Ocala Deliveries)

Cream Co. LLC
Company Name (Print or Type)

Sarah Brinkman
Authorized Company Representative Signature

5/11/2026
Date

Print Name: Sarah Brinkman

ORDERING/DELIVERY

The selected vendor collaborates with the District over the term of the contract resulting from this RFP to procure and deliver Meat Products to the District's six (6) 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 of delivery.

ARUSD Delivery Locations				
Location	**Address**	**Delivery Times**	**Preferred Delivery Days**	**Number of Deliveries Every Two Weeks**
District Warehouse	2390 Gay Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	1
Adelante Dual Language Academy (K-8)	1720 Hopkins Drive San Jose 95122	6:30am - 11:00am	Monday - Thursday	1
Ocala STEAM Academy (6-8)	2800 Ocala Avenue San Jose 95127	6:30am - 11:00am	Monday - Thursday	1
Renaissance at Mathson (6-8)	2050 Kammerer Ave San Jose 95127	6:30am - 11:00am	Monday - Thursday	1
Sheppard Middle & Painter at Sheppard (K-8)	480 Rough & Ready Road San Jose 95133	6:30am - 11:00am	Monday - Thursday	1

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.

Cream Co. LLC

Company Name (Print or Type)

Authorized Company Representative Signature

5/11/2026

Date

Print Name: Sarah Brinkman

Item List Attachment "5"

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.
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.

Item (i.e. Apples, Variety (if applicable)) Note: Please add rows to include multiple varieties for seasonal items.	Pack Description	Pack Type (Ex Case, Bag)	Pounds Per Pack (number only, no text)	Total Pounds required for 26/27 School Year	Item Offered	Vendor Pack Description	Vendor Pack Type (Ex Case, Bag)	Vendor Price per Pack	Vendor Pack Unit (W, Bag, Count, LB, Etc.)	Vendor Number of LB/Pack	Buy American Exceptions	Notes	Calculated Vendor Price Per Pound	Extended Price based on Price/LB and Total LBs Required for 26/27 School Year
EXAMPLE LINE: GROUND BEEF, 70/30	25lb/case	CS	20	10,000	beef	20lb/case	CS	$25.00	LB	20			$1.25	$12,500.00
Beef, Ground, Patties, 80/20, 4oz, 1/2" THK, 4" DIA	12/cryo, 6/cs, 18#/cs	CS	18	12,683	Beef, Ground, 4oz Patties	12/cryo, 6/cs, 18#/cs	CS	$125.10	LB	18			$6.95	$89,535.86
Chicken, Drumsticks P-Halal	40 lb/CS	CS	40	1,470	Chicken, Drumstick, Halal	40/CS	CS	$116.40	LB	40			$2.96	$4,349.96
Chicken, Thighs, Bnl, Sin, P-Halal	40 lb/CS	CS	40	1,227	Chicken Thigh, B/o, S/o, Halal	40/CS	CS	$260.00	LB	40			$6.50	$7,977.52
Chicken, Wings, Party,P-Halal	40 lb/CS	CS	40	2,564	Chicken, Party Wings, Halal	40/CS	CS	$190.00	LB	40			$4.75	$12,178.81
Pork, Butt, Shoulder, B/out, Sn/f	23lb/CS	CS	23	378	Pork Butt, Shoulder, B/Out, S/C	#40/CS	CS	$186.00	LB	40			$4.65	$1,747.28
Turkey, Roast Brined Raw, Single Lobe Netted, 20lbs/cs	20lb/CS	CS	20	338	Turkey, Roast Brined Raw	#20/CS	CS	$115.00	LB	20			$5.75	$1,942.06
Beef, Sliced, 25# 5#/cryo, 20lbs/cs	20lb/CS	CS	25	200	Beef, Sliced, .25"	#20/CS	CS	$195.00	LB	20			$9.75	$1,950.00
Beef, Chuck, shoulder clod, trimmed	50lb/CS	CS	50	100	Beef, Chuck, Shoulder Clod	#50/CS	CS	$337.50	LB	60			$6.75	$675.00
Beef, Ground, 5/32", 80/20	20lb/CS	CS	20	100	Beef, Ground, 5/32", 80/20	4/#5/Cryo, #20/CS	CS	$135.00	LB	20			$6.75	$675.00

Buy-American Compliance Calculator:	
Total Buy American Compliant	#N/A
Total Buy American Compliant	#N/A
% Total Buy American Compliant	
Total Nondomestic Product	#N/A
% Total Nondomestic	
Total Extended Costs of Buy	#REF!

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: Cream Co. LLC

Address: 700 Julie Ann Way City: Oakland State: CA Zip: 94621

Phone: (510) 900-6328 Email: sarah@creamcomeats.com

SSN: _____ Fed I.D. #: 81-1859681

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.)

Provide natural, sustainable and humanely raised meat products - hamburger patties, chicken thighs, beef shoulders and pork shoulders to meet nutritional requirements. Products are delivered to warehouse twice a month.

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:** $200,000 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	$200,000	6/5/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/9/26

Director of Fiscal Services: _____ Date: 6/9/26

Asst. Supt., of Business Services: _____ Date: 6/9/26

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 25, 2026

Requested by: Denisse Mendez, Director of Child Nutrition Services

Name of Company/Individual to be contracted: Cream Co. LLC

Address: 700 Julie Ann Way

City: Oakland State: CA Zip Code: 94621

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

Services to be provided:

Provide natural, sustainable and humanely raised meat products - hamburger patties, chicken thighs, beef shoulders and pork shoulders to meet nutritional requirements. Products are delivered to warehouse twice a month.

Estimated Cost: $200,000

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	$200,000	6/5/26

Supervisor's Signature: Date: 6/9/26

Approved: ☐ **Yes** ☐ **No**

Docusign Envelope ID: 05442A64-9947-4404-BBC6-4792EF2FC757

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.)

Cream Co. LLC

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) . . . . P

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)

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 . . . . . ☐

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.)

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

700 Julie Ann Way

6 City, state, and ZIP code

Oakland, CA 94621

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

8	1	–	1	8	5	9	6	8	1

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** DocuSigned by: Clifford Pollard **Date** 1/8/2026

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): 5/5/2026

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 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: CATHY LEE
SHAW INSURANCE SERVICES P O BOX 729 2275 NORTH STREET ANDERSON CA 96007	PHONE (A/C, No, Ext): (530) 365-2576 FAX (A/C, No): (530) 365-2576 E-MAIL ADDRESS: cathylee@shawinsservices.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
CREAMCO LLC 700 JULIE ANN WAY OAKLAND CA 94621	INSURER A: LEXINGTON INSURANCE COMPANY	19437
	INSURER B: GENERAL INSURANCE COMPANY OF AMERICA	24732
	INSURER C: TECHNOLOGY INSURANCE COMPANY	42376
	INSURER D: SCOTTSDALE INSURANCE COMPANY	41297
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL265512069 **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 LOC OTHER:	X	Y	0198118763-00	5/5/2026	5/5/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS 0			AZG65459273	11/1/2025	11/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			071733441-00 EXCESS OVER GENERAL LIABILITY ONLY	5/5/2026	5/5/2027	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4795565	4/1/2026	4/1/2027	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
D	2ND LAYER EXCESS LIABILITY OVER GENERAL LIABILITY ONLY			CXS4086130	5/5/2026	5/5/2027	EACH OCCURRENCE AGGREGATE	4,000,000 4,000,000

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

ADDITIONAL INSURED'S ON A PRIMARY BASIS PER CARRIER FORMS ATTACHED; ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT.
10 DAY NOTICE OF CANCELLATION APPLIES FOR NON PAYMENT OF PREMIUM. 30 DAY NOTICE FOR ANY OTHER REASON.

CERTIFICATE HOLDER

denisse.mendez@arusd.org

ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT
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

Chris Harbour/CATHY

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MANUFACTURERS AND DISTRIBUTORS ENHANCEMENT ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

The following coverage is added to this policy as detailed herein.

SCHEDULE

Knowledge of Occurrence	Included
Non-Owned Watercraft	50 Feet Long
Property Damage to Customers' Goods	$ 10,000 per occurrence
Limited Product Withdrawal Expense Coverage (Government Ordered)	
Cut-off date	05/05/2026
Aggregate Limit	$ 25,000
Each Product Withdrawal Deductible	$ 2,500
Supplementary Payments	
Bail Bonds	$ 2,500
Loss of Earnings	$ 500 per day
Automatic Additional Insureds - Agreement	
Owners, Lessees, and Contractors	Included
Trade Show Sponsors	Included
Vendors	Included
Notice of Occurrence	Included
Unintentional Errors and Omissions	Included
Waiver of Transfer of Rights of Recovery	Included
Amendment of Coverage Territory - Worldwide	Included
Extended Definition of Your Product - Product Design	Included

A. KNOWLEDGE OF OCCURRENCE

In **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Paragraph 1.d. is deleted in its entirety and replaced with the following:

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any officer, principal, partner or owner of the insured, or the person or persons responsible for insurance matters:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

B. NON-OWNED WATERCRAFT

In **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, Subparagraph **(2)** of Exclusion **G. Aircraft, Auto Or Watercraft** is deleted in its entirety and replaced with the following:

2. A watercraft you do not own that is:

a. Less than 50 feet long; and

b. Not being used to carry persons or property for a charge;

C. PROPERTY DAMAGE TO CUSTOMERS' GOODS

1. In **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the following is added to Exclusion **J. Damage to Property**:

Subparagraphs **(3)**, **(4)** and **(6)** of this exclusion do not apply to "property damage" to "customers' goods" while on your premises.

2. SECTION III - LIMITS OF INSURANCE is amended to include the following:

Subject to the General Aggregate Limit, the most that we will pay for "property damage" to "customers' goods" while on your premises arising out of any one "occurrence" is the Property Damage To Customers' Goods Limit shown in the Schedule, above.

3. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance is amended to add the following to subparagraph b. Excess Insurance:

The coverage provided under this policy for "property damage" to "customers' goods" while on your premises is excess over any other valid and collectible insurance (including any deductible) available to you, whether primary, excess, contingent or on any other basis.

4. SECTION V - DEFINITIONS is amended by adding the following definitions thereto:

"Customers' goods" means tangible personal property belonging to your customers and left with you for storage, service or repair.

"Customers' goods" does not include:

a. Accounts, bills, currency, deeds, food stamps, or other evidences of debt, money, notes, or securities. Lottery tickets held for sale are not securities;

b. Animals;

c. Contraband, or property in the course of illegal transportation or trade;

d. Personal property while airborne or waterborne; or

e. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether recoverable or not) from that other insurance.

D. LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE (GOVERNMENT ORDERED)

1. The following is added to **SECTION I - COVERAGES**:

LIMITED PRODUCT WITHDRAWAL EXPENSE COVERAGE (GOVERNMENT ORDERED)

1. Insuring Agreement

a. We will reimburse you for "product withdrawal expenses" incurred by you because of a "product withdrawal" to which this insurance applies.

The amount of such reimbursement is limited as described in **Section III - Limits Of Insurance**. No other obligation or liability to pay sums or perform acts or services is covered.

b. This insurance applies to a "product withdrawal" only if the "product withdrawal" is initiated in the "coverage territory" during the policy period because an authorized government entity has ordered you to conduct a "product withdrawal".

c. We will reimburse "product withdrawal expenses" only if:

(1) The expenses are incurred within one year of the date the "product withdrawal" was initiated;

(2) The expenses are reported to us within one year of the date the expenses were incurred; and

(3) The product that is the subject of the "product withdrawal" left your control or possession after the Cut-off Date designated in the Schedule.

d. The initiation of a "product withdrawal" will be deemed to have been made when you first received, either orally or in writing, notification of an order from an authorized government entity to conduct a "product withdrawal".

e. "Product withdrawal expenses" incurred to withdraw "your products" which contain the same or substantially similar "defects" will be deemed to have arisen out of the same "product withdrawal".

2. Exclusions

This insurance does not apply to "product withdrawal expenses" arising out of:

a. Breach Of Warranty And Failure To Conform To Intended Purpose

Any "product withdrawal" initiated due to the failure of "your product" to accomplish its intended purpose, including any breach of warranty of fitness, whether written or implied. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or physical damage to tangible property other than "your product".

b. Infringement Of Copyright, Patent, Trade Secret, Trade Dress Or Trademark

Any "product withdrawal" initiated due to copyright, patent, trade secret, trade dress or trademark infringements.

c. Deterioration, Decomposition Or Chemical Transformation

Any "product withdrawal" initiated due to transformation of a chemical nature, deterioration or decomposition of "your product". This exclusion does not apply if it is caused by: (1) An error in manufacturing, design, or processing; (2) Transportation of "your product"; or (3) "Product tampering".

d. Goodwill, Market Share, Revenue, Profit Or Redesign

The costs of regaining goodwill, market share, revenue or "profit" or the costs of redesigning "your product".

e. Expiration Of Shelf Life

Any "product withdrawal" initiated due to expiration of the designated shelf life of "your product".

f. Known Defect

A "product withdrawal", initiated because of a "defect" in "your product" known to exist by the Named Insured or the Named Insured's "executive officers", prior to the inception date of this Coverage Part or prior to the time "your product" leaves your control or possession.

g. Otherwise Excluded Products

A recall of any specific products for which "bodily injury" or "property damage" is excluded under Coverage A - Bodily Injury And Property Damage Liability by endorsement.

h. Governmental Ban

A recall when "your product" or a component contained within "your product" has been:

(1) Banned from the market by an authorized government entity prior to the policy period; or

(2) Distributed or sold by you subsequent to any governmental ban.

i. Defense Of Claim

The defense of a claim or "suit" against you for liability arising out of a "product withdrawal".

j. Third-party Damages, Fines And Penalties

Any compensatory damages, fines, penalties, punitive or exemplary or other noncompensatory damages imposed upon the insured.

k. Pollution-related Expenses

Any loss, cost or expense due to any:

(1) Request, demand, order, statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

2. For the purposes of this endorsement, **SECTION III - LIMITS OF INSURANCE** is replaced by the following:

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. "Product withdrawals" initiated; or

c. Number of "your products" withdrawn.

2. The **Limited Product Withdrawal Expense Coverage (Government Ordered)** Aggregate Limit shown in the Schedule is the most we will reimburse you for the sum of all "product withdrawal expenses" incurred for all "product withdrawals" initiated during the policy period.

3. We will only pay for the amount of "product withdrawal expenses" which are in excess of the deductible amount, if any, shown in the Schedule of this endorsement. The deductible applies separately to each "product withdrawal". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

4. The **Limited Product Withdrawal Expense Coverage (Government Ordered)** Aggregate Limit shown in the Schedule is a part of, and not in addition to, the General Aggregate Limit shown in the Declarations.

3. For the purposes of this endorsement, **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim or Suit** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of any governmental investigation, that may result in a "product withdrawal". To the extent possible, notice should include:

(1) How, when and where the "defect" was discovered;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature, location and circumstances of any injury or damage arising out of use or consumption of "your product".

b. If a "product withdrawal" is initiated, you must:

(1) Immediately record the specifics of the "product withdrawal" and the date it was initiated; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "product withdrawal" as soon as practicable.

c. You must promptly take all reasonable steps to mitigate the expenses associated with a "product withdrawal". Any "profit" that you receive from mitigating the expenses will be deducted from the amount of reimbursement that you will receive for "product withdrawal expenses".

d. You and any other involved insured must:

(1) Immediately send us copies of pertinent correspondence received in connection with the "product withdrawal";

(2) Authorize us to obtain records and other information; and

(3) Cooperate with us in our investigation of the "product withdrawal".

4. For the purposes of this endorsement, the following condition is added to **SECTION IV - CONDITIONS**:

   Concealment Or Fraud

   We will not provide **Limited Product Withdrawal Expense Coverage (Government Ordered)** coverage to you, or any other insured, who at any time:

   1. Engaged in fraudulent conduct; or
   2. Intentionally concealed or misrepresented a material fact concerning a "product withdrawal" or "product withdrawal expenses" incurred by you under Section I of this endorsement.

5. For the purposes of this endorsement, the following definitions are added to the **Definitions** section:

   1. "Defect" means a defect, deficiency or inadequacy that creates a dangerous condition.
   2. "Product tampering" is an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

      When "product tampering" is known, suspected or threatened, a "product withdrawal" will be limited to those batches of "your product" which are known or suspected to have been tampered with.

      For the purposes of this insurance, electronic data is not tangible property.

      As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

   3. "Product withdrawal" means the recall or withdrawal:

      a. From the market; or

      b. From use by any other person or organization;

      of "your products", or products which contain "your products" from the market or from use by any other person or organization, because of an order from an authorized government entity, due to known or suspected "defects" in "your product", or known or suspected "product tampering", which has caused or is reasonably expected to cause "bodily injury" or physical injury to tangible property other than "your product".

      For the purposes of this insurance, electronic data is not tangible property.

      As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

   4. "Product withdrawal expenses" means those reasonable and necessary extra expenses, listed below, paid and directly related to a "product withdrawal":

      a. Costs of notification;

      b. Costs of stationery, envelopes, production of announcements and postage or facsimiles;

c. Costs of overtime paid to your regular nonsalaried employees and costs incurred by your employees, including costs of transportation and accommodations;

d. Costs of computer time;

e. Costs of hiring independent contractors and other temporary employees;

f. Costs of transportation, shipping or packaging;

g. Costs of warehouse or storage space; or

h. Costs of proper disposal of "your products", or products that contain "your products", that cannot be reused, not exceeding your purchase price or your cost to produce the products.

5. "Profit" means the positive gain from business operation after subtracting for all expenses.

E. SUPPLEMENTARY PAYMENTS - BAIL BONDS AND LOSS OF EARNINGS

Paragraph **1.b.** and **1.d.** of **SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B** are deleted in their entirety and replaced with the following:

b. Up to the **Bail Bonds Limit** shown in the Schedule of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the **Loss of Earnings Limit** shown in the Schedule of this endorsement because of time off from work.

F. AUTOMATIC ADDITIONAL INSUREDS - WRITTEN AGREEMENT

1. **SECTION II - WHO IS AN INSURED** is amended to include the following as additional insureds:

a. Owners, Lessees and Contractors

(1) Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy, but only if the contract or agreement is in effect during the policy period and was executed prior to the "bodily injury", "property damages", or "personal and advertising injury". Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused, in whole or in part by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s). Such person's or organization's status as an additional insured ends when your operations for that additional insured are completed.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or failure to render any professional architectural, engineering or surveying services, including, but not limited to:

(a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

b. Trade Show Sponsors

(1) Any person or organization who is a sponsor of a trade show where you are operating a booth for the purpose of marketing, selling, or displaying "your products", but only:

(a) When you and such person or organization have agreed in writing in a contract or agreement executed prior to the beginning of the trade show that such person or organization be added as an additional insured on your policy; and

(b) Such contract or agreement is in effect during the policy period.

(2) Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(a) Your acts or omissions; or

(b) The acts or omissions of those acting on your behalf;

while attending the trade show sponsored by this additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your attendance at the trade show ends.

(3) With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

(a) Any "occurrence" which takes place away from the portion of the premises of the trade show where you are marketing, selling, or displaying "your products";

(b) "Bodily injury" or "property damage" arising out of "your work" or "your product" and included in the "products-completed operations hazard"; or

(c) "Bodily injury" or "property damage" arising out of the sole negligence of the additional insured.

c. Vendors

(1) Any person or organization (referred to below as a vendor) with whom you have agreed in writing in a contract or agreement that such vendor be added as an additional insured on your policy, but only if the contract or agreement is in effect during the policy period and was executed prior to the "bodily injury" or "property damage", and only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.

(2) With respect to the insurance afforded to such vendors, the following additional exclusions shall apply:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when 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;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, 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 for the vendor;

(h) Any failure to maintain the product in a merchantable condition; or

(i) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

1. The exceptions contained in Subparagraphs (d) or (f) above; or

2. Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(3) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

(4) This insurance does not apply if "bodily injury" or "property damage" included in the "products-completed operations hazard" is excluded either by the provisions of this insurance or by endorsement.

2. The insurance afforded to such automatic additional insureds:

   a. Only applies to the extent permitted by law; and

   b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. With respect to the insurance afforded to such additional insureds, the most we will pay on behalf of the additional insured is the amount of insurance required by the written contract or agreement, or available under the applicable limits of insurance, whichever is less. This Section F. will not increase the applicable limits of insurance.

4. The following is added to Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** and supersedes any provision to the contrary:

   Primary And Noncontributory Insurance

   This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

   (1) The additional insured is a Named Insured under such other insurance; and

   (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

G. NOTICE OF OCCURRENCE

Paragraph **2. Duties in The Event of Occurrence, Offense, Claim or Suit** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended by adding the following to the end of subparagraph **a.**:

Notwithstanding the foregoing, notice must be provided as soon as practicable after an officer, principal, partner, owner, or the person or persons responsible for insurance matters shall have received notice of such "occurrence" or offense which may result in a claim.

H. UNINTENTIONAL ERRORS AND OMISSIONS

The following paragraph is added to the end of Paragraph **6. Representations** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional failure by you or any insured to provide accurate and complete representations as of the effective date of this policy will not prejudice the coverages afforded by this policy. However, you shall advise us of any inaccurate or incomplete representations as soon as possible after you become aware of such failure.

I. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following paragraph is added to the end of Paragraph **8. Transfer of Rights of Recovery Against Others To Us** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**:

However, in the event of any payment under this policy for a loss for which you have waived the right of recovery in a written contract or agreement entered into prior to the loss, we shall also waive our right of recovery. This waiver shall only apply with respect to a loss arising out of operations required of you or "your work" done under such written contract in which you have waived your right of recovery.

J. AMENDMENT OF COVERAGE TERRITORY - WORLDWIDE INDEMNIFICATION

1. With respect to the coverage available under **COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**, **SECTION V - DEFINITIONS** is amended by deleting Paragraph **4.** and replacing it with the following:

   4. "Coverage territory" means:

   a. The United States of America, including its territories and possessions, Puerto Rico and Canada; or

   b. Anywhere else in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America, provided that:

   (1) We shall have the right, but not the duty to investigate, defend, or settle any claims or "suits" for "bodily injury", "property damage", or "personal and advertising injury"; and

   (2) If we do not exercise such right, you shall, under our supervision, make such investigation and defense as is reasonably necessary. Subject to our prior written authorization, you may also effect settlement. We shall, subject to all other provisions of this policy, reimburse you for the reasonable and necessary costs of such actions, and pay damages determined in a "suit" on the merits or in any settlement to which we agree.

2. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

3. Paragraph **4. Other Insurance** of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended to add the following to the end thereof:

   This insurance is specifically excess over any other insurance, whether primary, excess, contingent or on any other basis:

   (a) If the "suit" or other legal proceeding is brought against the insured in a part of the "coverage territory" outside of the United States of America (including its territories and possessions), Puerto Rico or Canada; or

   (b) That is insurance required by law, regulation, or other governmental authority in a part of the "coverage territory" that is outside of the United States of America (including its territories and possessions), Puerto Rico or Canada. If the insured fails to maintain such insurance as described in this subparagraph **(b)**, this insurance will apply as if such insurance has been maintained in the minimum amount required by law, regulation, or other governmental authority.

4. Any disputes pertaining to the coverage available under this policy must be filed in the United States of America.

K. EXTENDED DEFINITION OF YOUR PRODUCT - PRODUCT DESIGN

Paragraph **21.b.** of **SECTION V - DEFINITIONS** is amended to include the following at the end thereof:

"Your product" also includes "engineering and design work" performed by you and which is incorporated by you into "your product"; however, this insurance does not apply to:

(a) "Engineering and design work" performed by others on your behalf; or

(b) "Engineering and design work" performed by you for others.

For the purposes of this endorsement, the following definition is added:

"Engineering and design work" means the making, drawing, planning, drafting, formulating or developing of a plan, specification or formula.

All other terms and conditions of the policy remain the same.

8.4

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 12, 2026

Subject: **Education Protection Account (EPA) Spending Plan for 2026-2027**

Support Information: Proposition 30 grants K-14 local agencies full authority to determine how EPA funds are used, subject to the following conditions:

- The governing board must approve the spending plan at a public meeting.
- EPA funds may not be used for administrative salaries benefits, or other administrative costs, as defined by the account code structure
- Each year, the agency must publish the amount received and how funds were spent on its website.
- The annual financial audit must verify compliance with Proposition 30 spending requirements. Costs related to this audit are an allowable EPA expense.
- Noncompliance with spending requirements may result in civil or criminal penalties.

District Spending Plan (2026-2027): The District will allocate $17,653,182 in EPA funds toward teacher salaries and benefits, by shifting expenditures from resource 0000 (unrestricted) to resource 1400 (EPA). No administrative costs will be charged to the EPA resource.

Fiscal Impact: No, the EPA Spending Plan is fully funded by the EPA Revenue.

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees approve the District's Education Protection Account (EPA) Spending Plan for 2026-2027.

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 25, 2026
Regular Board Meeting

8.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

FCMAT
FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

Alum Rock Union Elementary (69369) - Adopted Budget

6/11/26

EDUCATION PROTECTION ACCOUNT

		Calculated* 2023-24	CDE P-2 Certification* 2024-25	Calculated* 2024-25	Estimated P-2 2025-26	Calculated* 2025-26	2026-27	2027-28	2028-29	2029-30	2030-31
EDUCATION PROTECTION ACCOUNT (EPA) MINIMUM ENTITLEMENT											
A-1	Total ADA for EPA Minimum	7,569.39	7,105.12	7,108.04	6,940.76	6,940.76	6,775.54	6,450.21	6,079.56	5,785.89	5,465.73
A-2	Minimum Funding per ADA	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200	$ 200
A-3	EPA Minimum Funding (A-1 * A-2)	*$ 1,513,878*	$ 1,421,024	$ 1,421,608	$ 1,388,152	$ 1,388,152	$ 1,355,108	$ 1,290,042	$ 1,215,912	$ 1,157,178	$ 1,093,146
EPA PROPORTIONATE SHARE CAP											
B3,B7	2012-13 Deficited Base RL/Charter Rate (adjusted for COLA eff. 21/22)	$ 6,725.36		$ 6,797.32	$ 6,953.66	$ 6,953.66	$ 7,153.23	$ 7,389.29	$ 7,617.62	$ 7,854.53	$ 8,100
B4, B8	Current Year Funded ADA, excluding NSS	7,569.39		7,108.04	6,940.76	6,940.76	6,775.54	6,450.21	6,079.56	5,785.89	5,465.73
B-11	2012-13 Deficited Other Revenue Limit per ADA (adjusted for COLA eff. 21/22)	$ 66.61		$ 67.32	$ 68.87	$ 68.87	$ 70.85	$ 73.19	$ 75.45	$ 77.80	$ 80.23
B-12	Current Year Funded ADA, including NSS	7,569.39		7,108.04	6,940.76	6,940.76	6,775.54	6,450.21	6,079.56	5,785.89	5,465.73
B9+B13	*Adjusted Total Revenue Limit*	*$ 51,411,070*		*$ 48,794,135*	*$ 48,741,695*	*$ 48,741,695*	*$ 48,947,043*	*$ 48,134,563*	*$ 46,770,481*	*$ 45,895,589*	*$ 44,708,688*
B14	*Current Year Adjusted NSS Allowance*	*$ -*		*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
B-16	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	*$ 51,411,070*	*$ 48,774,091*	$ 48,794,135	$ 48,741,695	$ 48,741,695	$ 48,947,043	$ 48,134,563	$ 46,770,481	$ 45,895,589	$ 44,708,688
B-17	Local Revenue/In-Lieu of Property Taxes	$ 25,714,456	$ 25,968,006	$ 25,736,339	$ 22,656,051	$ 22,656,051	$ 22,502,098	$ 22,182,743	$ 21,790,068	$ 21,454,609	$ 31,491,000
B-18	EPA Proportionate Share Cap (B-16 - B-17; If less than 0, B-18 = 0)	*$ 25,696,614*	$ 22,806,085	$ 23,057,796	$ 26,085,644	$ 26,085,644	$ 26,444,945	$ 25,951,820	$ 24,980,413	$ 24,440,980	$ 13,217,688
EPA PROPORTIONATE SHARE											
C-1	Adjusted Revenue Limit/Adjusted General Purpose Funding for EPA	$51,411,070	*$ 48,774,091*	$48,794,135	$48,741,695	$48,741,695	$48,947,043	$48,134,563	$46,770,481	$45,895,589	$44,708,688
C-2	Statewide EPA Proportionate Share Ratio *(as of P-2 certification)*		49.68656772%		36.06588113%		36.06588113%	36.06588113%	36.06588113%	36.06588113%	36.06588113%
C-3	EPA Proportionate Share (C-1 * C-2)	*$ 11,330,157*	$ 24,234,172	*$ 24,662,734*	$ 17,579,122	*$ 17,579,122*	$ 17,653,182	$ 17,360,154	$ 16,868,186	$ 16,552,649	$ 16,124,582
EPA ENTITLEMENT											
D-1	EPA Entitlement (If C-3 < B-18, then C-3; else B-18); (If C-3 and B-18 < A-3, then A-3)	*$ 11,330,157*	$ 22,806,085	$ 23,057,796	$ 17,579,122	$ 17,579,122	$ 17,653,182	$ 17,360,154	$ 16,868,186	$ 16,552,649	$ 13,217,688
D-2	Miscellaneous Adjustments**	*$ -*	*$ -*	$ -	$ -	$ -	$-	$-	$-	$-	$-
D-3	Adjusted EPA Entitlement (D-1 + D-2+D-2a)	*11,330,157*	22,806,085	23,057,796	17,579,122	17,579,122	17,653,182	17,360,154	16,868,186	16,552,649	13,217,688
D-4	Prior Year Annual Adjustment	*52,227*	*$ 31,599*	*31,599*	*$ 251,711*	*251,711*	-				
D-5	P2 Entitlement Net of PY Adjustment	*11,382,384*	*$ 22,837,684*	*23,089,395*	$ 17,830,833	*17,830,833*	17,653,182	17,360,154	16,868,186	16,552,649	13,217,688
C-2	Statewide EPA Proportionate Share Ratio **(as of Annual certification)**	22.03836064%	50.54446491%	50.54446491%	36.06588113%	36.06588113%	36.06588113%	36.06588113%	36.06588113%	36.06588113%	36.06588113%
	Adjusted EPA Allocation (used to calculate LCFF Revenue)		*$ 23,057,796*		*$ 17,579,122*		*17,653,182*	*17,360,154*	*16,868,186*	*16,552,649*	*13,217,688*

**CDE P-2 Certification and Calculated columns can be compared to determine accruals cents. Enter accrual information on Data Entry tab.*
***A miscellaneous adjustment increases EPA State Aid (object 8012) funding in lieu of iss an LEA when it is overpaid. EPA State Aid offsets LCFF State Aid (object 8011). It is calculated a single time at P2.*

8.5

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 15, 2026

Subject: **Resolution # 97-25/26 Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.**

Support Information: Due to conflicts between bid dates and board agenda deadlines, significant delays may occur. With the flexibility afforded by a Delegation of Authority to the Superintendent or the Interim Superintendent, projects may be completed in a timely manner. The projects may include the following trades: electrical, low voltage, plumbing, flooring, and carpentry. This is not an all-inclusive listing of trades. Staff recommends awarding contracts by the Superintendent or the Interim Superintendent if it is determined to be in the best interest of the District. All contracts will be placed on future Board agendas for ratification by the Board. This Delegation of Authority shall be valid for the duration of the 2026/2027 school term.

Fiscal Impact: No

Budget Source: None

Recommended Action: Staff recommends that the Board of Trustees approve delegate authority to the Superintendent or the Interim Superintendent to award contracts for Facility improvements and or remediation, per Education Code Section 17604.

Recommend Approval

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

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

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

8.5

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

RESOLUTION NO. 97-25/26

DELEGATION OF AUTHORITY TO AWARD CONTRACTS FOR FACILITIES IMPROVEMENTS NECESSITATED BY AN EMERGENCY

WHEREAS, an emergency may require repairs, alterations, work, or improvement to District facilities to allow the continuance of existing school classes, or to avoid danger to life or property; and

WHEREAS, delaying these actions for future Board approval may result in disruption in the conduct of classes or other school activities or in danger to life or property; and

WHEREAS, Education Code sections 17604 and 35161 authorize a school district governing board to delegate to an officer or employee of the school district the power to execute contracts on behalf of the school district; and

WHEREAS, Education Code section 17604 provides that any contract executed pursuant to such delegation of authority is unenforceable against the school district unless it is thereafter approved or ratified by the school district governing board; and

WHEREAS, Education Code section 17604 further provides that in the event of malfeasance in office, the school district official invested by the governing board with the power of contract shall be personally liable to the school district employing him or her for any and all moneys of the district paid out as a result of the malfeasance;

WHEREAS, the governing board desires to authorize the Superintendent or the Interim Superintendent to award a contract for facilities improvements necessitated by an emergency; and

WHEREAS, a contract award necessitated by an emergency that exceeds the bidding limits set forth in the Public Contract Code section 20111, can only be awarded by unanimous vote of the governing board, with the approval of the county superintendent of schools pursuant to Public Contract Code section 20113.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Education of the Alum Rock Union Elementary School District does hereby authorize the Superintendent or the Interim Superintendent to award a contract for facilities improvements necessitated by an unforeseen condition or emergency. This delegation of authority is subject to the following conditions and limitations:

(1) The facilities improvements must be necessary to permit the continuance of existing school classes, or to avoid danger to life or property; and

(2) The contract award may not exceed the bid limits set forth in the Public Contract Code section 20111; and

(3) The contract's scope of services must be limited to the repairs necessitated by the unforeseen condition or emergency; and

(4) The contract may not be split into smaller contracts to avoid competitive bidding pursuant to Education Code section 20116; and

(5) All contracts awarded pursuant to this delegation must be submitted to the Board for ratification within 60 days and in accordance with the Education Code, Government Code, Public Contract Code and all other applicable statutory provisions; and

(6) This delegation of authority is only valid for the 2026/2027 school term.

PASSED AND ADOPTED this 25th day of June, 2026, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Linda Chavez, Board President _____

Andres Quintero, Board Vice President _____

Minh Pham, Board Clerk _____

Corina Herrera-Loera, Board Member _____

Minh Nguyen, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on June 25, 2026.

_____
Sandra Garcia, Interim Superintendent

8.6

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 16, 2026

Subject: **Approve Facilities Use Agreement with Alpha Public Schools**

Support Information: Alpha Public Schools operate Alpha: Blanca Alvarado and Alpha: Jose Hernandez charter schools within the District under approved charter petitions. The District currently provides facilities for these schools at the former Slonaker School site, located at 1601 Cunningham Avenue, San Jose.

Under Education Code Section 47614(b), school districts must provide charter schools with facilities that are reasonably equivalent to those of district students.

In addition, Board Policy 7161 provides that the District:

1. Shall not enter into any lease of District land with any total term of more than five (5) years; and
2. Shall not enter into any lease of District land that allows for the assignment of the lease or the sublease of all or any portion of the leased premises by the tenant to any person or entity.

Fiscal Impact: Yes, Lease Revenue

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees approve the Facilities Use Agreement with Alpha Public Schools for a five-year term through June 30, 2032.

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 25, 2026
Regular Board Meeting

8.0

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.7

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 12, 2026

Subject: **Approve Facilities Use Agreement with KIPP Bay Area Schools**

Support Information: KIPP Bay Area Schools operate Heartwood Academy and Prize Preparatory Academy within the District under approved charter petitions. The district currently provides facilities for these schools at the former Miller School site, located at 1250 S. King Road, San Jose.

Under Education Code Section 47614(b), school districts must provide charter schools with facilities that are reasonably equivalent to those of district students.

In addition, Board Policy 7161 provides that the District:

1. Shall not enter into any lease of District land with any total term of more than five (5) years; and
2. Shall not enter into any lease of District land that allows for the assignment of the lease or the sublease of all or any portion of the leased premises by the tenant to any person or entity.

Fiscal Impact: Yes, Lease Revenue

Budget Source: Not Applicable

Recommended Action: Staff recommends that the Board of Trustees approve the Facilities Use Agreement with KIPP Bay Area Schools for a five-year term through June 30, 2032.

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 25, 2026
Regular Board Meeting

8.7

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

8.8

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 15, 2026

Subject: **Approve Renewal of Contract with Dannis Woliver Kelly (DWK) for Legal Services for the term July 1, 2026 through June 30, 2028.**

Support Information: Dannis Woliver Kelley (DWK) will provide legal services related to public works bidding, contracting, and construction matters, as well as facilities-related and charter school issues, during the 2026–27 and 2027–28 fiscal years.

Fiscal Impact: Yes

Budget Source: General Fund, Bonds

Recommended Action: Staff recommends that the Board of Trustees approve the contract renewal with Dannis Woliver Kelly (DWK) for the term July 1, 2026 through June 30, 2028.

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 25, 2026
Regular Board Meeting

8.8

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DWK
DANNIS WOLIVER KELLEY
Attorneys at Law

DEIDREE Y.M.K. SAKAI
Attorney at Law
dsakai@DWKesq.com

San Francisco

May 21, 2026

VIA EMAIL

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

Re: 2026-2028 Agreement for Professional Services

Dear Ms. Garcia:

Dannis Woliver Kelley (DWK) is honored to serve as your trusted legal counsel. We stand with you to support your core mission of educating and preparing children and young adults to be responsible, mindful citizens. We are especially pleased to share that 2026 marks DWK's 50th Anniversary as California's leading education law firm! This milestone belongs not just to us but also to you: the clients, educators, and leaders who have trusted us with your mission for five decades.

Our current Agreement for Professional Services expires on June 30, 2026. Attached is our proposed Agreement for the 2026–2027 and 2027–2028 school years. Our rate ranges have remained unchanged since 2024. Under the attached Agreement, the top end of our attorney classification rate ranges will increase by up to seven percent (7%). One attorney's rate, Gregory Dannis, will increase by three percent (3%) for the 2026–2027 school year and by an additional five percent (5%) for the 2027–2028 school year. Non-attorney rates, including law clerk and paralegal rates, will also increase.

We agree to maintain these rate ranges for the full two-year term of the Agreement, meaning there will be no changes to the billing ranges during that period. Individual attorney and non-attorney hourly rates, however, may be adjusted within the approved ranges during the term of the Agreement.

Once the Agreement is approved by the governing board, please sign it, insert the date of Board approval and return to the undersigned via email.

We look forward to continuing to serve you in the coming school years and to building on our mutually rewarding partnership. We also hope to see you at one of the many educational and social events we have planned in 2026. Whether you connect with us in a convention hall, a digital classroom, or elsewhere, you can expect a little extra "Golden Anniversary" spirit throughout the year.

Sincerely,

Deidree Y.M.K. Sakai

DYS:ah

SAN FRANCISCO
200 California Street
Suite 400
San Francisco, CA 94111
TEL 415.543.4111
FAX 415.543.4384

LONG BEACH
444 W. Ocean Blvd.
Suite 1750
Long Beach, CA 90802
TEL 562.366.8500
FAX 562.366.8505

SAN DIEGO
750 B Street
Suite 2600
San Diego, CA 92101
TEL 619.595.0202
FAX 619.702.6202

CHICO
2485 Notre Dame Blvd.
Suite 370-A
Chico, CA 95928
TEL 530.343.3334
FAX 530.924.4784

SACRAMENTO
555 Capitol Mall
Suite 645
Sacramento, CA 95814
TEL 916.978.4040
FAX 916.978.4039

EAST BAY
2087 Addison Street
2nd Floor
Berkeley, CA 94704
TEL 510.345.6000
FAX 510.345.6100

FRESNO
1690 W. Shaw Avenue
Suite 220
Fresno, CA 93711
TEL 559.388.5802
FAX 559.388.5803

www.DWKesq.com

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into on May 21, 2026, by and between the Alum Rock Union School District, hereinafter referred to as District, and Dannis Woliver Kelley, a professional corporation, hereinafter referred to as Attorney.

In consideration of the promises and the mutual agreements hereinafter contained, District and Attorney agree as follows:

SCOPE OF SERVICES. District appoints Attorney to represent, advise, and counsel it from July 1, 2026, through and including June 30, 2028, and continuing thereafter as approved. Any services performed during the period between the above commencement date and the date of governing board action approving this Agreement are hereby ratified by said governing board approval.

Attorney agrees to prepare periodic reviews of relevant court decisions, legislation, and other legal issues. Attorney agrees to keep current and in force at all times a policy covering incidents of legal malpractice. Nothing in this Agreement and nothing in Attorney's statements to District should be construed as a promise or guarantee about the outcome of any matter.

DISTRICT DUTIES. District shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, ensure access for Attorney to communicate with the District's governing board as appropriate, perform the obligations it has agreed to perform under this Agreement and pay Attorney bills in a timely manner.

FEES AND BILLING PRACTICES. Except as hereinafter provided, District agrees to pay Attorney at the following hourly rates: two hundred seventy-five dollars ($275) to four hundred twenty dollars ($420) for Shareholders and Of Counsel; two hundred fifty-five dollars ($255) to three hundred thirty-five dollars ($335) for Special Counsel; two hundred five dollars ($205) to two hundred ninety-five dollars ($295) for Associates; one hundred forty dollars ($140) to two hundred five dollars ($205) for Law Clerks (up to $245 if licensed in another state); one hundred forty dollars ($140) to two hundred thirty dollars ($230) per hour for Paralegals; two hundred five dollars ($205) to three hundred thirty-five dollars ($335) for Legal Investigations Specialists; and four hundred fifteen dollars ($415) to four hundred ninety-five dollars ($495) for Shareholder Emeritus. Rates for individual attorneys, paralegals, law clerks, and legal investigations specialists may vary within the above ranges depending on the level of experience and qualifications and the nature of the legal services to be provided with the exception of Greg Dannis whose hourly rate shall be $500 for the 2026–2027 school year and $525 for the 2027–2028 school year.

Agreements for fees for legal services at other than the hourly rates set forth above may be made by mutual agreement for special projects, particular scopes of work, or for attorneys with specialized skills. The rates specified in this Agreement are subject to change at any time by Attorney following written notice to District and shall apply to all services rendered after such notice is given.

Time is billed in minimum increments of one-tenth (.1) of an hour, except the first entry for any day will be billed at a minimum of three-tenths (.3) of an hour. Actual travel time and time spent attending in-person or remote meetings is charged at the rates above. In the course of travel for a District matter, or while attending meetings with or for District, it may be necessary for Attorney to concurrently work for and bill other clients. If, during the course of representation of District, an insurance or other entity assumes responsibility for payment of all or partial fees of Attorney on a particular case or matter, District shall remain responsible for the difference between fees paid by the other entity and Attorney's hourly rates as specified in this Agreement unless otherwise agreed by the District and Attorney.

OTHER CHARGES. District agrees to reimburse Attorney for actual and necessary expenses and costs with respect to providing the above services, including support services such as copying charges (charged at $0.10 per page), postage (only charged if in excess of

$1.00), and computerized legal research and electronic record storage and review platforms (i.e., Westlaw, e-discovery). District agrees that such actual and necessary expenses may vary according to special circumstances necessitated by request of District or emergency conditions which occasionally arise. Such expenses shall be provided at cost unless otherwise specified. Any discount received on such services is passed along to District by Attorney.

District further agrees to pay third parties, indirectly through Attorney, for other costs and expenses including, but not limited to, costs of serving pleadings, filing fees and other charges assessed by courts and other public agencies, arbitrators' fees, court reporters' fees, jury fees, witness fees, investigation expenses, consultants' fees, and expert witness fees. District will reimburse Attorney for such costs or may, upon agreement of District and Attorney, advance payment to Attorney for such costs and expenses.

Occasionally Attorney may provide District officials and/or employees with food or meals at Attorney-sponsored trainings or when working with District officials and/or employees. Attorney may provide such food or meals without additional charge in exchange for the consideration provided by the District under this Agreement.

BILLING STATEMENT. Attorney shall send District a statement for fees and costs every calendar month. Attorney's statements shall clearly state the basis thereof, including the amount, rate and basis for calculations or other methods of determination of Attorney's fees. Upon District's request for additional statement information, Attorney shall provide a bill to District no later than ten (10) days following the request. District is entitled to make subsequent requests for bills at intervals of no less than thirty (30) days following the initial request. District shall pay Attorney's statements within thirty (30) days after each statement's date pursuant to the payment instructions provided on Attorneys' invoice.

ARBITRATION OF FEE DISPUTE. In order to avoid litigation in the event of any dispute concerning billings, it is agreed that any such dispute shall be submitted exclusively to binding arbitration before the American Arbitration Association. The arbitrator shall determine the rights and obligations of District and Attorney according to the substantive and procedural laws of California. District acknowledges that by agreeing to arbitration, District is giving up the right to a jury trial. Judgement on any arbitration award may be entered by any court of competent jurisdiction.

INDEPENDENT CONTRACTOR. It is expressly understood and agreed to by both parties that Attorney, 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 District. Attorney does not anticipate that in the course and scope of performing legal services it will have any interaction with any pupil that is not under the immediate supervision and control of a District employee or a pupil's parent or guardian. If District requests legal services in which Attorney will have unsupervised interaction with pupils, Attorney will comply with any applicable fingerprinting, background check, vaccine, or testing requirements.

CONSENT TO USE OF ELECTRONIC COMMUNICATION, GENERATIVE ARTIFICIAL INTELLIGENCE (AI) AND CLOUD SERVICES. To provide District with efficient and convenient legal services, Attorney will communicate and transmit documents using electronic communication services. Because electronic communication continues to evolve, there may be risks in communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, District is consenting to such use of electronic communication services with District and District's representatives and agents. In addition, Attorney uses cloud computing services with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including emails and documents, are stored in this manner. By entering into this Agreement, District understands and consents to having communications, documents and information pertinent to the District's matters stored through such cloud-based services. The Firm may also utilize Generative AI tools to facilitate certain legal services. Such tools are used solely as aids and do not replace legal judgment. The Firm will follow applicable confidentiality

standards where Client data is processed by third-party AI providers. By entering into this Agreement, District is consenting to such use of the tools identified herein.

FILE RETENTION. Attorney will retain files related to representation of District for a minimum period of seven (7) years after the conclusion of the Attorney's services for District. During this period, Attorney may retain such files exclusively in digital format and may destroy original paper documents provided by the District after they are digitized unless the District requests the return of originals in writing. At the expiration of the seven (7)-year period, Attorney may destroy such files, including paper or digital copies, unless District notifies Attorney in writing that District wishes to take possession of them. Attorney agrees to provide a digital copy of all files related to representation of District upon District's request, excluding Attorney's internal files (e.g., administrative records and attorney work product, including drafts, notes, internal memoranda, and research prepared for Attorney's internal use) which are the Attorney's property.

PRIVACY NOTICE OF COLLECTION OF PERSONAL INFORMATION. Attorney respects the District's privacy and aims to be transparent with District. For this reason, Attorney has adopted a privacy policy that describes all the information Attorney collects from or about District employees in the course of providing the District with legal services, as well as how Attorney uses this information and how long Attorney will retain it. Attorney's privacy policy, which also describes the District's rights as a consumer under applicable law, is accessible on Attorney's website at https://www.dwkesq.com/ccpa/. The terms and disclosures of this privacy policy are incorporated herein, and the signature on the agreement below confirms that District has read or will read Attorney's privacy policy. If the District has any questions regarding Attorney's privacy policy or its rights, the District should email Attorney at DataSecurity@dwkesq.com.

CONFLICT OF INTEREST. In some situations, where Attorney has relationships with other entities, the Rules of Professional Conduct and Business & Professions Code may require Attorney to provide disclosure or to obtain informed written consent before it can provide legal services for a client. Attorney represents many school and community college districts, county offices of education, joint powers authorities, SELPAs and other entities throughout California. The statutory and regulatory structure of the provision of education services results in many ways in which these entities interact which could result in a conflict between the interests of more than one of Attorney's clients. If Attorney becomes aware of a specific conflict of interest involving District, Attorney will comply with the legal and ethical requirements to fulfill its duties of loyalty and confidentiality to District. If District has any question about whether Attorney has a conflict of interest in its representation of District in any matter, it may contact Attorney or other legal counsel for clarification.

TERMINATION OF CONTRACT. District or Attorney may terminate this Agreement by giving reasonable written notice of termination to the other party.

COUNTERPARTS. This Agreement may be executed in duplicate originals, including facsimiles, each of which shall fully bind each party as if all had signed the same copy. Electronic copies of signatures shall be treated as originals for all purposes.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement for Professional Services.

ALUM ROCK UNION SCHOOL DISTRICT

_____ _____

Sandra Garcia
Interim Superintendent

Date

DANNIS WOLIVER KELLEY

_____ May 21, 2026

Deidree Y.M.K. Sakai
Attorney at Law

Date

At its public meeting of_____, 2026, the District's governing board approved this Agreement and authorized the Board President, Superintendent or Designee to execute this Agreement.

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 15, 2026

Subject: **Progress of Local Performance Indicators**

Support Information: California's accountability and continuous improvement system provides information about how local education agencies and schools are meeting the needs of students based on a concise set of measures LEAs are responsible for rating their progress on the local performance indicators and reporting the results to their local governing board during LCAP adoption

Fiscal Impact: No

Budget Source: None

Presentation Only

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

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

To the Board of Trustees: Meeting: June 25, 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: _____

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 15, 2026

Subject: **Annual Charter School Review**

Support Information: Staff has conducted a one-day visit of Alpha Blanca Alvarado as part of the required review process. The report provides key observations and evidence gathered during the review.

Fiscal Impact: N/A

Budget Source: N/A

Recommended Action: N/A

Information Only:

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: June 25, 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: _____

Annual Charter School Review

School Information

School Name: Alpha- Blanca Alvarado
Date of Review: May 21, 2026
School Leader: Jin Yun, Principal

Alum Rock Union Visiting Team:

Dan Burns- Interim Assistant Superintendent
Kristin Burt – Director of Social Emotional Learning
Yeny Rosales-Aleman- Multilingual Learners POSA
Geinah Nierra- Coordinator Special Education

As the authorizing agency for Alpha Blanca Alvarado Charter School, Alum Rock Union School District (ARUSD) is responsible for conducting annual oversight activities to ensure the school is operating in alignment with the terms of its charter and applicable state requirements. As part of this responsibility, an ARUSD review team conducted the school's annual one-day site visit on May 21, 2026, at the Alpha Blanca Alvarado campus.

The ARUSD visiting team would like to express its appreciation to the Alpha Blanca Alvarado staff and leadership team for their organization, preparation, and hospitality throughout the visit. The review team was provided access to requested documentation, opportunities to engage with school leadership, and classroom observations that supported a comprehensive review process.

The annual visit focused on two primary areas: (1) Academic Performance and Instructional Program Implementation and (2) Governance and Organizational Effectiveness. Through its review of documentation, interviews with school leadership, and classroom observations, the visiting team determined that Alpha Blanca Alvarado Charter School is meeting the goals, commitments, and requirements outlined in its approved charter petition. Evidence reviewed demonstrated alignment between the school's educational program, governance practices, and operational systems and the expectations established in the original charter.

The summaries below highlight the key observations, evidence reviewed, and findings from each area of focus:

1) Academic Program & Student Support Evidence Summary

Academic Performance Overview

Key Academic Indicators:

- CAASPP ELA Performance
- CAASPP Math Performance
- English Learner Progress
- Graduation Rate (if applicable)
- Attendance Rate
- Chronic Absenteeism

Summary of progress toward charter and LCAP goals:

It is evident in the data analysis that the school is implementing research-based practices for addressing continuous improvement. Current dashboard data shows bright spots as well as areas for growth. These areas are not uncommon among schools in the neighboring school districts. The school shared a multitude of strategies they are using for addressing lower achievement in the area of Mathematics as well as strategies for lowering chronic truancy rates. The school utilizes both administrative leaders and teacher leaders to support implementation of initiatives. There is also a designated staff member to focus on English Learner progress as well as Students with Disabilities. Overall, there is a concerted effort to use data to drive continuous improvement in academic performance.

Instructional Program Evidence

- Standards-aligned curriculum implementation
- Intervention and enrichment supports
- Data-driven instructional planning
- Professional learning aligned to student needs
- Classroom engagement and differentiated instruction

Summary:

The annual review team observed strong implementation of a standards-based instructional program with a clear focus on EL Achieve strategies to support student engagement and access to grade-level learning. Evidence demonstrated the use of standards-aligned curriculum, differentiated instructional practices, intervention and enrichment supports, and data-driven planning to meet the needs of all learners. Additionally, professional learning opportunities were aligned to identified student needs and supported continuous instructional improvement across classrooms.

Multi-tiered Systems of Support (MTSS)

- Tier 1, Tier 2, and Tier 3 academic interventions
- Counseling and wellness supports
- Attendance interventions
- Restorative practices and behavior supports

Summary:
The school has established a clearly defined and proactive Multi-Tiered System of Supports (MTSS) framework that integrates both academic and social-emotional systems. The school demonstrates strong Tier 1 SEL implementation through the consistent use of the Sown to Grow platform across grades K–8, embedding daily SEL instruction, student reflection, and relationship-building into the homeroom structure.

The school demonstrates intentional systems for early identification and intervention related to student wellness and mental health. Students who indicate difficult emotions through Sown to Grow check-ins receive timely follow-up from the Dean of Culture, with additional Tier 2/Tier 3 supports available through Check-In/Check-Out (CICO), school counseling services, and referrals to outside agencies such as FACTOR. Leadership staff and counselors are also trained in safety planning and risk assessment protocols, ensuring readiness to respond to students in crisis.

The school also utilizes multiple academic data sources, including NWEA and Amplify DIBELS, to identify students in need of additional academic intervention and to monitor student growth over time. The REACH intervention block provides a structured opportunity for targeted Tier 2 support through small-group instruction and intervention services delivered collaboratively by classroom teachers and academic interventionists.

Collaborative data analysis and instructional coaching structures are embedded into the school's MTSS framework. Weekly Grade Level Collaboration (GLC) meetings allow teachers to analyze student performance data and determine instructional next steps, while biweekly coaching touchpoints with Assistant Principals support teachers in refining instructional practices and responding to student needs.

The school demonstrates a commitment to continuous improvement and whole-child support through its use of biannual culture and climate surveys administered to students, staff, and families. As a community school, Alpha Blanca Alvarado further strengthens its MTSS framework through coordinated efforts around SEL programming, high-dosage tutoring, parent engagement, and school climate initiatives supported by a shared Community School Coordinator.

English Learner & Special Population Supports

- Designated and integrated ELD
- Reclassification monitoring
- Supports for foster youth, low-income students, and students with disabilities

Summary:

Designated ELD (English Language Development):
Students receive targeted ELD instruction during a protected instructional period focused on language acquisition aligned to California ELD Standards. Instruction is differentiated based on English proficiency levels and emphasizes speaking, listening, reading, and writing development.

Integrated ELD:
Language development strategies are embedded throughout all content areas. Teachers use scaffolds such as academic vocabulary development, sentence frames, structured student discourse, visual supports, and collaborative learning to ensure English Learners can access grade-level standards-based curriculum.

Data Monitoring & Intervention:
Student progress is regularly monitored using formative assessments, benchmark data, classroom performance, and state assessment results. Intervention supports are adjusted based on student needs.

Reclassification Monitoring:
The school monitors students who have been reclassified as Fluent English Proficient (RFEP) for academic success and continued progress for at least four years. Monitoring includes grades, assessment performance, attendance, and teacher feedback to ensure students remain successful without additional language supports.

Students with Disabilities:

Alpha Blanca Alvarado provides targeted curriculum and intervention supports for students in grades 3–8 through programs such as Wilson Language, TeachTown, and DIBELS. To strengthen academic and instructional outcomes, there is weekly collaboration between general education and special education teachers, along with related services including speech therapy, occupational therapy (OT), adapted PE, and support from a behavior specialist who addresses behavioral needs and supports implementation of students' Behavior Intervention Plans (BIPs). In addition, the district uses tools such as *Sown to Grow* to support students' socio-emotional needs, including access to mental health counselors, and provides behavior paraeducators and instructional aides to add another layer of direct support. Accommodations are also provided as needed, including additional time for English learners (ELs), to ensure students can fully access instruction and demonstrate their learning.

Family & Community Engagement

- Parent workshops and advisory groups
- Community partnerships

- Family communication systems

Summary:

The school demonstrated a strong commitment to fostering meaningful parent engagement and maintaining a collaborative partnership between families and the school to support student success. School leaders provided multiple examples of opportunities for parents to actively participate in the school community, including regular Cafecito meetings with the principal, which serve as a forum for communication, relationship-building, and shared problem-solving. The school also discussed having an active English Learner Advisory Committee (ELAC) to provide parents of English Learners with opportunities to contribute input and receive information regarding programs and services that support student achievement.

Additionally, the school has made ongoing efforts to engage families in conversations related to student attendance and chronic absenteeism. Through outreach, parent meetings, and attendance-focused discussions, school staff work collaboratively with families to address barriers to attendance and reinforce the importance of consistent school participation. These efforts reflect the school's commitment to partnering with families as essential stakeholders in supporting student learning and well-being.

2) Governance, Operations & Compliance Evidence Summary

Governance & Oversight

- Brown Act compliance
- Board agendas and minutes maintained
- Conflict of interest forms current
- Annual governance training completed

Governance Summary:

The school provided both documentation and anecdotal evidence demonstrating compliance with key governance requirements. Evidence reviewed indicated adherence to Brown Act requirements, including appropriate public notice and conduct of Governing Board meetings. Board agendas and meeting minutes were maintained and readily available for review, reflecting transparent governance practices.. Collectively, the evidence reviewed supports the conclusion that the school's governance systems are operating in alignment with applicable legal and charter requirements.

Fiscal & Operational Stability

- Current budget approved
- Interim reports submitted
- Independent audit completed
- Enrollment monitoring systems
- Emergency preparedness and facilities safety

Highlights:

The visiting committee was given access to the most recent budget documents. Those included multi-year projections as well as the most recent (2025) Independent Audit. These documents all demonstrate the school is following their established protocols to meet the Charter and State compliance requirements.

Staffing, Credential Compliance, Professional Development

- Teacher credentials discussed
- Appropriate assignments in place
- Mandated trainings completed

Professional Development Focus Areas:

The school demonstrated alignment with requirements related to teacher credentialing and assignments. Documentation reviewed confirmed that teachers were credentialed and placed in positions consistent with their authorizations. The school also provided evidence of a comprehensive professional development model that is intentionally aligned to identified areas of growth reflected in student outcome data. Professional

learning opportunities are regularly informed by student performance trends and are designed to strengthen instructional practices that support improved student achievement.

Classroom observations conducted during the site visit further demonstrated the implementation of instructional strategies emphasized through the school's professional development efforts. Staff consistently utilized research-based practices, including EL Achieve strategies, to support student engagement, language development, and access to grade-level content.

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 25, 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: Cari Vaeth CV Title: Interim Assistant Superintendent, Human Resources

Approved by: Cari Vaeth Title: Interim Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

Information Only

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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 25, 2026

CERTIFICATED RESIGNATIONS:

I. Resignation:

1.	Alderette, Jennifer	5/Hubbard Media Arts Academy	06/05/2026
2.	Brown, La Toya	Assistant Principal/Linda Vista Elementary	06/30/2026
3.	Labadan, John	SDC/Ryan Elementary	06/05/2026
4.	Michel, Rene	Assistant Principal/Hubbard Media Arts Academy	06/30/2026

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 25, 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

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 25, 2026

Subject: **Approve and Ratify Tentative Agreement between Alum Rock Union Elementary School District and Teamsters, for the period of July 1, 2025 – June 30, 2026; Disclosure of major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years.**

Support Information: The District and Teamsters have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2025 – June 30, 2026.

Fiscal Impact: No

Budget Source: None

Recommended Action: It is the recommendation of the Superintendent that the Board of Trustees approve the Tentative Agreement.

Recommend Approval

Submitted by: Cari Vaeth CV Title: Interim Assistant Superintendent, Human Resources

Approved by: Cari Vaeth Title: Interim Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: June 25, 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:

ARUSD Counter 1/22/26 1:48pm

TA 1/22/26 2:20PM

Alum Rock School District
and the
Teamsters Local Union 150

10.1 ARTICLE X: LEAVES Bereavement Leave

10.1.1 Mandatory Paid Leaves. Bargaining unit members shall be granted necessary leave of absence of ~~three (3)~~ five (5)days~~, or five (5) days if more than two hundred (200) miles of one-way travel is required,~~ in the event of the death of any member of his/her immediate family. ~~An additional two (2) days shall be granted to either time period if the bargaining unit member is directly involved in funeral preparations; a written request for these two (2) must be submitted to Human Resources for verification of involvement in funeral preparations.~~ No deduction shall be made from the salary of such bargaining unit member nor shall such leave be deducted from leave granted by other sections of the Education Code or provided by the Board.

Such leave may be taken consecutively or intermittently but must be completed within three (3) months of the date of death.



ARUSD Counter 1/22/26 1:48pm

TA 1/22/26 2:20PM

11.6 Overtime

11.6.7 Overtime Compensation Determination. At the time overtime is offered, the ~~supervisor will notify the bargaining unit member whether the overtime will be~~ On a monthly basis, employees shall have the option to elect whether accrued overtime shall be compensated for by cash or compensatory time off. Compensatory time off will be scheduled at a time mutually convenient to the bargaining unit member and the District. If the bargaining unit member is not able to take the compensatory time off within twelve (12) calendar months from the date it was earned, the bargaining unit member shall be paid for the overtime. Compensatory time off shall not accrue more than ~~two hundred and forty (240) hours.~~ eighty (80) hours.



District Counter to TEAMSTERS 3-16-2026 2:30 pm

Teamsters Counter
3/16/26
12:30PM

ARTICLE 1 XXII: PAY AND ALLOWANCE

22.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

22.1.1 Effective July 1, 2025, the District shall increase the salary schedule for all bargaining unit members by 1%~~.3% 2~~

In addition, all bargaining unit members shall receive a one-time, off the salary schedule payment of 1% ~~2%~~ ~~1~~ for the 2025-2026 school year based on the Teamsters 2025-2026 salary schedule/earnings for the 2025-26 school year. Bargaining members with less than a 1.0 FTE (Full-Time Equivalent), or members who worked a portion of the year, shall be paid the off-schedule payment on a pro-rated basis. This one-time payment applies to any bargaining unit members in paid status during the 2025-2026 school year.

For the terms of this agreement, if any other bargaining unit receives a salary schedule increase, off schedule bonus or health and welfare premium increase or reopener(s) greater than the Teamsters bargaining unit, then Teamsters shall receive the same increase.

3.16.26

Teamsters

District

ARUSD Counter 1/22/26 1:48pm

Teamsters Counter 1/22/26 2:20pm

ARUSD Counter 1/22/26 2:35pm

22.13 ~~Inconsistent Duties~~ Out of Classification Duties - Compensation. Classified bargaining unit members shall not be required to perform duties which are not fixed and prescribed for position by the Board unless the duties reasonably relate to those fixed for the position by the Board, for any period of ~~two (2)~~ three (3) ~~one (1)~~ ~~five (5)~~ days or more within a fifteen (15) calendar day period except as authorized herein.

22.13.1 A bargaining unit member may be required to perform out of classification duties ~~inconsistent with those assigned to the position~~ by the District for a period of ~~two (2)~~ three (3) ~~one (1)~~ ~~five (5)~~ working days or more provided that his/her salary is adjusted upward for the entire period she/he is required to work out of classification and in such amounts as will reasonably reflect the duties required to be performed outside his/her normal assigned duties.

Santa Clara County Office of Education

FORM FOR PUBLIC DISCLOSURE OF PROPOSED COLLECTIVE BARGAINING AGREEMENT

(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756 (Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Alum Rock Union Elementary School District **SCHOOL DISTRICT**

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Teamsters **BARGAINING UNIT**

Government Code Section 3547.5: **Before** a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer.

Intent of Legislation: To ensure that members of the public are informed of the major provisions of a collective bargaining agreement before it becomes binding on the school district.

This proposed Agreement is to be acted upon by the Governing Board at its meeting on: ***06/25/26***

A. PERIOD OF AGREEMENT:

The proposed bargaining agreement covers the period beginning	***07/01/25***
and ending	***06/30/26***
for the following fiscal years	***2025-26***

B. TOTAL COST CHANGE TO IMPLEMENT PROPOSED AGREEMENT (SALARIES & BENEFITS)

The total change in costs for salaries and employee benefits:	General Fund ONLY	Total All Funds
1. Current Year Costs Before Agreement	***$0***	***$14,582,103***
2. Current Year Costs After Agreement	***$0***	***$14,819,783***
3. Total Cost Change	***$0***	***$237,680***
4. Percentage Change	***0.00%***	***1.63%***
5. Value of a 1% Change	***$0***	***$118,840***

C. PERCENTAGE SALARY CHANGE FOR AVERAGE, REPRESENTED EMPLOYEE

The total percentage change in salary, including annual step and column movement on the salary schedule (as applicable), for the average, represented employee under this proposed agreement:

	Certificated	Classified
1. Salary Schedule change		
(% Change To Existing Salary Schedule)	***0.00%***	***1.00%***
(% change for one-time bonus/stipend or salary reduction)	***0.00%***	***1.00%***
2. Step & Column		
(Average % Change Over Prior Year Salary Schedule)	***0.00%***	***0.00%***
3. TOTAL PERCENTAGE CHANGE FROM THE PREVIOUS FISCAL YEAR FOR THE AVERAGE REPRESENTED EMPLOYEE	***0.00%***	***2.00%***
4. Total other compensation included in Current Year	$ -	$ -
5. Change in # of Workdays (+/-) Related to % Change	-	-
6. Total # of Workdays to be provided in Fiscal Year	***0***	***0***
7. Total # of Instructional Days to be provided in Fiscal Year	***0***	***0***

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Alum Rock Union Elementary School District SCHOOL DISTRICT

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Teamsters BARGAINING UNIT

D. **PERCENTAGE BENEFITS CHANGE FOR BOTH STATUTORY AND DISTRICT-PROVIDED EMPLOYEE BENEFITS INCLUDED IN THIS PROPOSED AGREEMENT:**

		General Fund only	Total All Funds
1.	Cost of Benefits Before Agreement	$ -	$ 5,945,485
2.	Cost of Benefits After Agreement	$ -	$ 6,010,433
3.	Percentage Change in Total Costs	#DIV/0!	1.09%

E. **IMPACT OF PROPOSED AGREEMENT ON DISTRICT GENERAL FUND RESERVES**

State-Recommended Minimum Reserve Level (after implementation of Proposed Agreement)		Current Year	First Subsequent Year	Second Subsequent Year
1.	Based On Total Expenditures and Other Uses in the General Fund of:	$200,884,212	$154,812,046	$154,303,067
2.	Percentage Reserve Level State Standard for District:	3.0%	3.0%	3.0%
3.	Amount of State Minimum Reserve Standard:	$6,026,526	$4,644,361	$4,629,092

SUFFICIENCY OF DISTRICT GENERAL FUND UNRESTRICTED RESERVES to meet the minimum recommended level AFTER IMPLEMENTATION OF PROPOSED AGREEMENT:

GENERAL FUND RESERVES

4.	Reserve for Economic Uncertainties (Object 9789)	$0	$0	$0
5.	Unassigned/Unappropriated (Object 9790)	$33,168,361	$28,943,162	$22,528,019
6.	**Total Reserves: (Object 9789 + 9790)**	$33,168,361	$28,943,162	$22,528,019

SPECIAL RESERVE FUND (Fund 17, as applicable)

7.	Reserve for Economic Uncertainties (Object 9789)	$0	$0	$0

TOTAL DISTRICT RESERVES, applicable to State Minimum Reserve Standard:

8.	General Fund & Special Reserve Fund:	$33,168,361	$28,943,162	$22,528,019
9.	Percentage of General Fund Expenditures/Uses	16.51%	18.70%	14.60%
	Difference between District Reserves and Minimum State Requirement	$27,141,835	$24,298,801	$17,898,927

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Alum Rock Union Elementary School District **SCHOOL DISTRICT**

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Teamsters **BARGAINING UNIT**

F. **NARRATIVE OF AGREEMENT:** Briefly describe the major componets of the agreement

1% on salary schedule and 1% off salary schedule payment for the Teamsters.

F.1 **OTHER COMPENSATION:** Off-Schedule Stipends/Bonuses, Reductions, etc.

N/A

F.2 **NON-COMPENSATION:** Class Size Changes, Staff Development Days, Teacher Prep Time, etc.

N/A

G. **SOURCE OF FUNDING:** The following source(s) of funding have been identified to fund the proposed agreement

The Student Support and Professional Development Discretionary Block Grant will be used to pay for the 1% off salary schedule payment in FY 25-26 and for four years (FY 25-26, FY 26-27, FY 27-28 and FY 28-29) of the 1% on salary schedule increase.

H. **CONTINGENCY AND/OR RESTORATION LANGUAGE:** Describe specific areas identified for "Me Too" Clauses, Contingency, and/or Restoration (include triggers and timing). Provide copy of Board Action upon approval.

The Teamsters agreement includes a 1% on-schedule increase and a 1% off-schedule payment. While CSEA and Teamsters have "me too" provisions linked to the outcome of AREA negotiations, there are no reciprocal "me too" provisions triggered by the Teamsters settlement. As a result, the Teamsters agreement does not, by itself, create an obligation to provide similar compensation adjustments to AREA or CSEA (or Management and/or Unrepresented).

I **MULTIYEAR CONTRACT AGREEMENT PROVISIONS**

N/A

J **FINANCIAL IMPACT OF PROPOSED AGREEMENT IN SUBSEQUENT FISCAL YEARS**

The following assumptions were used to determine that resources will be available to fund these obligations in future fiscal years:

The Student Support and Professional Development Discretionary Block Grant will be used to pay for the 1% off salary schedule payment in FY 25-26 and for four years (FY 25-26, FY 26-27, FY 27-28 and FY 28-29) of the 1% on salary schedule increase. Therefore, there should be no impact to the General Fund Fund Balance in the current or subsequent years.

Santa Clara County Office of Education

FORM FOR PUBLIC DISCLOSURE
OF PROPOSED COLLECTIVE BARGAINING AGREEMENT
(AB1200 (Statutes of 1991, Chapter 1213) as revised by AB 2756
(Statutes of 2004, Chapter 25), Government Code 3547.5 & 3540.2)

Alum Rock Union Elementary School District **SCHOOL DISTRICT**

MAJOR PROVISIONS OF PROPOSED AGREEMENT WITH THE

Teamsters **BARGAINING UNIT**

CERTIFICATION

To be signed by the District Superintendent ***AND*** *Chief Business Official when submitted for Public Disclosure* ***and later by the*** *Board President after formal action by the Governing Board on the proposed agreement.*

Districts with a Qualified or Negative Certification: *Per Government Code 3540.2, signatures of the District Superintendent and Chief Business Official must accompany the Summary Disclosure sent to the County Superintendent for review 10 days prior to the board meeting that will ratify the agreement.*

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted for public disclosure in accordance with the requirements of AB 1200, AB 2756 and GC 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.

District Superintendent - signature	*Date* 6/15/26
Chief Business Official- signature	*Date* 6/15/26

After public disclosure of the major provisions contained in this Summary, the Governing Board, at its meeting on 6/25/2026 ***took action to approve the proposed Agreement with the***

Teamsters ***Bargaining Unit.***

President, Governing Board (signature)	*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 1, 2026

Subject: **Maxim Healthcare Services**

Support Information: Maxim Healthcare Services will provide behavior technicians/paraprofessionals to assist Alum Rock teachers/students in the classrooms. Due to the lack of applicants for paras, this contract is required to stay compliant.

Fiscal Impact: Yes

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract with Maxim Healthcare Services for the 26-27 school year. The cost of the contract is $1,100,000.

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

11.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 912C3B70-976B-4707-837F-32735DC701F9

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. 300165

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: Maxim Healthcare Services

Address: 631 River Oaks Pkwy City: San Jose State: CA Zip: 95134

Phone: (408) 914 9153 Email Address: _____

SSN: _____ or Fed I.D. #: 83-3043570

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").

Maxim Healthcare will provide behavior technicians/paraprofessionals to assist Alum Rock teachers/students in the classrooms. Due to the lack of applicants for paras, this contract is required to stay compliant.

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:** $56.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
080	6546	0	5815	00	5750	1190	000000	380	6546	1,095,000	6/1/26
080	6500	0	5815	00	5750	1190	000000	380	1750	5000	6/2/26

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

maxim healthcare services

Maxim Healthcare Services
631 River Oaks Parkway
San Jose, CA 95134
SanJoseARS@maxhealth.com
408-914-9153

AGREEMENT AMENDMENT

This Amendment (hereinafter "Amendment") to the Educational Institution Agreement (hereinafter "Agreement") is entered into this 1st day of July 2026, by and between Alum Rock Union Elementary School District, located at 2930 Gay Avenue, San Jose, CA 95127, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Services, Inc. a Maryland Corporation including its affiliates and subsidiaries, with an office located at 631 River Oaks Parkway, San Jose, California 95134 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM entered into the Agreement effective for the 2026 - 2027 school year.

WHEREAS, EDUCATIONAL INSTITUTION and MAXIM wish to amend the Agreement to incorporate the following terms and conditions.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to amend the Agreement the following terms and conditions to state the following:

Section 6. Termination: Either party, at its sole discretion, may terminate this agreement upon 30-day advance written notice thereof to the other party or immediately canceled by mutual consent.

Section 9. Indemnification: Contractor 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 Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor 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. Nothing herein shall be interpreted to require CONTRACTOR to indemnify, defend, or hold harmless the District, its Board, officials, agents and employees, interns, volunteers and representatives from their own acts of negligence, gross negligence, or intentional acts.

Alum Rock Union Elementary School District School Programs Insurance Requirements: Indemnification: Contractor shall defend, indemnify, and hold harmless District and its agents, 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

maxim
healthcare services

Maxim Healthcare Services
631 River Oaks Parkway
San Jose, CA 95134
SanJoseARS@maxhealth.com
408-914-9153

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 Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor 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. Insurance. Nothing herein shall be interpreted to require CONTRACTOR to indemnify, defend, or hold harmless the District, its Board, officials, agents and employees, interns, volunteers and representatives from their own acts of negligence, gross negligence, or intentional acts.

The terms and conditions of this Amendment are effective as of July 1, 2026. All other terms and conditions will remain unchanged as stated in the Agreement.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

Alum Rock Union Elementary School District	MAXIM HEALTHCARE SERVICES, INC.
_____	_____
Signature	Signature
_____	_____
Printed Name & Title	Printed Name & Title
_____	_____
Date	Date

maxim
healthcare services

May 5th , 2026

INCLUDED AS ATTACHMENT WITH INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

Re: Maxim Healthcare Services proposal to Alum Rock Union School District:

To Whom It May Concern:

Dates of Services: 2026/2027 School Year

Description of Services: Maxim Healthcare Services, Inc. as BID and BII provider, facilitates educational and behavioral services including, but not limited to: completing function behavior assessments, development and implementation behavior intervention plans, and development and implementation of IEP goals. Maxim Supervisors provide education, training, and/or consultation to school staff on application of behavior principles and provide behavioral services within the classroom setting. Behavior technicians and Paraprofessionals support students with special needs to receive a free and appropriate public education as described in the students' IEP. They collaborate with school professionals and other behavior specialists to achieve learning and behavior goals and objectives. Behavior technicians are trained to perform specific ABA teaching strategies, interpret and follow a BIP, collect behavioral data, and manage dangerous or destructive behavior in a classroom setting.

Costs of Services:

- Board Certified Behavior Analyst (BCBA): $140.00 per hour
- RBT (if required by IEP): $65.00 per hour
- Behavior Technicians/Paraprofessionals:
  - *$56.00 per hour*

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 5, 2026

Subject: **Approve FORXA, Inc. Summer contract**

Support Information FORXA will provide 2 ARUSD school sites with enrichment arts programs during summer 2026. Students will discover the incredible energy and self-worth within themselves through the medians of digital arts, international/cultural, textile/design, music, and dance.

Fiscal Impact: **Yes**

Budget Source: ELOP

Recommended Action: Staff recommends that the Board of Trustees approve the FORXA, Inc. Summer contract in the amount of $175,000.00

Recommend Approval

Submitted by: Program Manager Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: June 25, 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: _____

Docusign Envelope ID: FE8D6B06-A81F-81FB-8137-8DDFCB38ADDA

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: Dr. Kiela Jimenez

☑ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: FORXA, Inc

Address: 1750 Orchard Rd, City: Hollister State: CA Zip: 95023

Phone: (408) 676 9365 Email Address: cat@forxa.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 15, 2026, and will diligently perform as required and complete performance by July 15, 2026, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

FORXA will provide 2 ARUSD school sites with enrichment arts programs during summer 2026. Students will discover the incredible energy and self-worth within themselves through the medians of digital arts, international/cultural, textile/design, music, and dance.

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:** $175,000.00 (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	020110	360	7392	$175,000.00	6/8/26
											6/8/26

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

WWW.FORXA.NET

FORXA INC PROPOSAL

ALUM ROCK UNIFIED SCHOOL DISTRICT

SUMMER SCHOOL 2026

Prepared For :
Alum Rock Unified School District



Our Goals & Objectives

To educate and inspire Alum Rock Unified School District participants to discover the incredible energy and self worth within themselves through the medians of digital arts, international/cultural, textile/design, music, and dance. Students will learn various movements and different interpretive dances that will help develop their muscles, their minds and their spirits. Appropriate music, art projects, and technology innovations will be adjusted and implemented based on the students physical and mental capacity.

PROPOSAL

01 To serve Alum Rock Unified School District with FORXA Inc enrichment programs during summer 2026.

02 FORXA Inc will provide highest quality equipment, materials, costumes, and personnel to run programs.

03 FORXA enrichment programs will be implemented at Ben Painter elementary school and Joseph George middle school site from 12:00-5:00 PM. Serve all grade students in the school sites.

04 June 16 - July 15, 2025

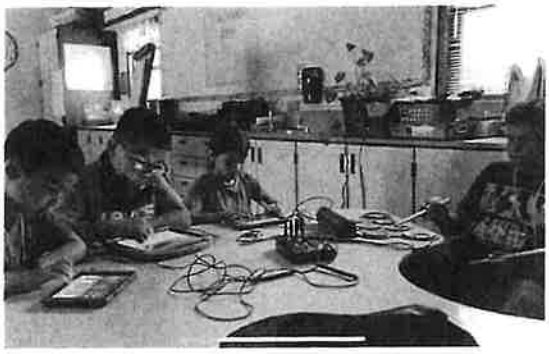
05 6-8 INSTRUCTORS FOR THE ELEMENTARY SCHOOL

4-5 FOR MIDDLE SCHOOL

About FORXA Inc

FORXA's motto is "IF YOU EARN IT YOU DESERVE IT". FORXA believes and lives this to be able to reach one goal: help every students' ability to learn, regardless of background or zip code. Every student will feel accomplished and capable to believe that if they give 150% they can achieve success therefore translate that energy into other subject matter. Whether it be the classical arts, technology based arts, textile design, P.E., dancing or rhythmic movement, FORXA strives to help every student become more confident in their abilities and empowers them to perform and become a more well balanced and rounded student.





01 All FORXA Inc personnel completes a background check, and TB test.

02 FORXA Inc requires all personnel to attend required trainings twice per month.

03 All FORXA Inc personnel is trained on classroom management and safety procedures.

04 FORXA Inc personnel is required to have a minimum of an associates or more than 5 years of experience. All managing, administrative and coordinating team have a minimum of a bachelors or masters,

05 All FORXA Inc art subjects are set and surpass the California State Standards per art form and grade level.

Program Features

FORXA Inc program features consists of Applied Knowledge Efficacy: Applied Education, Mentoring, Parent Engagement, and Students with Disabilities. Program feautures are designed to be adaptable and customizable to each site.

Applied Knowledge Efficacy: Applied Education

The basic principle of applied knowledge education (AKE) is simply that you take the most basic fundamental skills that have been taught and practiced in an earlier grade and apply them in a more elaborate and sophisticated form of a higher grade level.

Mentoring Program

Mentoring program, upper grade students are asked to assist and mentor lower grade students. A mentorship program is a structured and organized initiative that facilitates the pairing of experienced individuals (mentors) with less experienced ones (mentees) to provide guidance, support, and knowledge transfer.

Parent Engagement

Parent engagement in FORXA Inc and school is a shared responsibility in which schools and other community agencies and organizations are committed to reaching out to engage parents in meaningful ways, and parents are committed to actively supporting their children's and adolescents' learning and development through performance attendance.

Students with disabilities/Special Education

Special focused per spectrum special education curriculum is developed and can be applied and taught if requested if necessary.

Arts: Social Emotional Learning

FORXA is a tier 1 school-wide Social Emotional Learning (SEL) intervention program. Music and dance is incorporated into the school day to build self-esteem, self-control, and willingness to find a deeper personal connection and being open to learn about others. Students and staff examine identity, explore emotions, cultivate compassionate curiosity, orient towards optimism and establish balance and boundaries.

What does Social Emotional Learning (SEL) mean in schools?

- The competencies that students and adults need in order to manage emotions, set and achieve goals, feel and show empathy for others, establish and maintain positive relationships.
- Develops the skills and mindsets that kids and adults need to effectively embody, teach, and model SEL to others.
- The overall well-being and emotional state of all students and staff in the educational system.

Why is SEL important in schools?

- We must build strong relationships within a school community that contribute to a positive climate for both students and staff.
- School communities who embody social-emotional skills and mindsets cultivate strong relationships with colleagues, students, and communities.
- Schools who focus on social-emotional skills are able to more effectively model healthy strategies for their students, including how to navigate stress and frustration.
- Educators who develop their social-emotional skills are better able to manage their stress and anxiety, reduce burnout, and are able to ensure student stability and consistency.
- Students with social-emotional skills exhibit lower levels of stress, achieve higher test scores, and fewer behavior infractions.

How do you meet the SEL needs of your school?

- Teaching SEL in school is inherently personal work. In order to best serve students, adults must go inward to examine their identities, values, and mindsets.
- Define values and pursue purpose.
- Investigate privilege and power.
- Uncover bias.
- Reflect on our own actions.

FORXA and SEL

1. Build self-esteem through the development of connections to peers and staff
2. Develop healthy strategies to better manage stress and frustration
3. Decision Making Skills
4. Manage emotions to set and achieve goals
5. Empathy to develop and maintain positive relationships
6. Work ethic

Project Background

Art Program	Description
VideoVision	The journey for the participants in this incredibly motivating and exciting program, is to basically create their own world. As simple as ABC or better yet if you remember the name of the game DONKEY KONG, there's a beginning, middle and end in this program. You'll see clear elements of writing skills, developing a storybook, animation and art. Taking your own local environment and creating a journey which includes background setup (trees, mountains, buildings etc.) Character development, the actual journey and obstacles make it challenging and enjoyable. A clear starting point and an ending point, just like a normal video game. You will see the kids develop their own story in the framework of video gaming.
ManuArte/ AniDigital	Students will develop a storyline with digital animation. The focus in this program is to write a complete story line using sentences, descriptive story telling, narration, timing and imaginative creativity. Multicultural and Multilingual art program where students will create art projects with cultural significance and an educational impact. Students will create the scenography stage setting to the culminating performance.
Beats	The BEATS program teaches students to work with technology-based musical mediums such as iPads, Chromebooks, and MIDI instruments (i.e. DJ instruments). These pieces of technology allow students to experiment and create music using a vast library of sounds. Students practice interpreting music and working with the components and instruments to compose music and learn about rhythm, harmony, and melody, and how they come together to make a musical piece.

Cost

Item	Description	Cost
Summer Academy	2 sites with 3 enrichment arts program. 6-8 INSTRUCTORS FOR ELEMENTARY SCHOOL 4-5 FOR MIDDLE SCHOOL	$175,000.00
	TOTAL	$175,000.00

Cost includes instructors, training, liability insurance, bonding, business license, payroll, subcontracting, quality control management, personnel manager, scheduling, all state of the art equipment and materials.

Docusign Envelope ID: 730B1CBF-C6AB-803F-82F3-2B561CE4FD92

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 12, 2026

Subject: **Approve Cal West Fence for Furnish and installation of fences and gates**

Support Information: Cal West Fence will furnish and install fences and gates to create a safe, secure environment for students at the following school sites: Adelante Dual Language Academy, Aptitud Community Academy, and Sheppard Middle School.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Deferred Maintenance

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract with Cal West Fence. The total cost is $151,343.00.

Submitted by: Eric Wasinger Initial: EW Title: Senior Executive of Bonds & M.O.T.

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees:

Recommend Approval

11.3
Agenda Placement

Meeting: June 25, 2026
Regular Board Meeting

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 750B1CBF-C0AB-803F-82F3-2B501CE4FD92

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 300788

_____ (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: Cal West Fence, Inc.

Address: 12505 Sycamore Avenue City: San Martin State: CA Zip: 95046

Phone: (408) 695-0015 Email: diery@calwestfence.com

SSN: _____ Fed I.D. #: 82-4027570

CONTRACT TERM: start dates June 26, 2026 end date 06/30/2026

CONTRACTOR'S OBLIGATION:

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

Cal West Fence will provide service to furnish and install security fence and gates at Adelante, Aptitud Community Academy and Sheppard MS School.

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:** $ 151,343.00 (NTE)

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
140	8150	0	5815	00	0000	8100	000000	291	8131	$73,36.00	
140	8150	0	5815	00	0000	8100	000000	120	8131	$55,605.00	
140	8150	0	5815	00	0000	8100	000000	170	8131	$20,422.00	

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Signed by: Eric Wasinger 5F90BE4CF0F24F9... Date: 6/12/2026

Director of Fiscal Services: _____ Date: 6/17/26

Asst. Supt., of Business Services: _____ Date: 6/17/26

Superintendent: _____ Date: _____

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE **5/22/26**
PHONE NUMBER	FAX NUMBER	JOB NAME **ADELANTE**	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE (690' LF)**
- **(3) SINGLE SWING GATE WITH PANIC BAR**
- **CORE DRILL (14 EACH)**
- **GALVANISED MATERIALS**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Seventy Five Thousand Three Hundred and Sixteen dollars ($ 75,316)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 6.1.2026

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE **5/22/26**
PHONE NUMBER	FAX NUMBER	JOB NAME **APTITUD COMMUNITY ACADEMY**	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE (520' LF.)**
- **(2) SINGLE SWING GATES WITH PANIC BARS**
- **(2) SERVICE GATES DOUBLE SWING**
- **DEMO EXISTING FENCE**
- **CORE DRILL (8 EACH)**
- **ALL GALVNIZED MATERIALS**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Fifty Five Thousand Thousand Six Hundred And Five dollars (**$ 55,605**)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 6-1-2026

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE 5/22/26
PHONE NUMBER	FAX NUMBER	JOB NAME SHEPPARD ORNAMENTAL FENCE	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL ORNAMENTAL IRON FENCE (40' LF.)**
- **(1) SINGLE SWING GATES WITH PANIC BARS**
- **DEMO PARCIAL FENCE**
- **CORE DRILL (8 EACH)**
- **AMERISTAR FENCE**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Twenty Thousand Four Hundred And Twenty Two dollars ($ 20,422)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 6-1-2026

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 17, 2026

Subject: **Approval of Northern California Relief Property, Liability, and Cyber Insurance Coverage for the 2026-27 Fiscal Year ($1,056,091)**

Support Information: The District obtains property, liability, and cyber insurance coverage through Northern California Relief, administered by the District's insurance broker, Keenan. This coverage protects the District against property losses, liability claims, and cybersecurity risk.

Fiscal Impact: Yes

Budget Source: General Fund

Recommended Action: Staff recommends that the Board of Trustees approve Northern California Relief Property, Liability, and Cyber Insurance Coverage for the 2026-27 Fiscal Year in the amount of $1,056,091.

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 25, 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: _____

Docusign Envelope ID: D9B128A9-C9E5-8F1A-80F1-133FD2F4580C

Northern California ReLIEF

Alum Rock Union Elementary School Dist.

Option : 7.0 MRL $50,000/$50,000 - FINAL

PROFORMA

JULY 1, 2026 to JULY 1, 2027

ESTIMATED CONTRIBUTION /PREMIUM SUMMARY

ReLiEF COVERAGES		MEMBER RETAINED LIMIT/ DEDUCTIBLE	CONTRIBUTION/ PREMIUM
LIABILITY	$10,000,000 Limit Of Liability	$50,000	$492,856
PROPERTY	$1,000,250,000 Total Insured Values (TIV)	$50,000	$352,793
ACTIVE ASSAILANT $1,000,000 per Event/$3,000,000 Annual Aggregate		$25,000	$1,638
CRIME $5,000,000 Employee Dishonesty/Faithful Performance		$2,500	$2,325
CYBER LIABILITY $4,000,000 per Event/$12,000,000 Annual Aggregate MRL is subject to terms and conditions per policy. See policy for member limit.		$25,000	$14,811
DEDICATED EXCESS CYBER $2,000,000 per Event/$2,000,000 Annual Aggregate Limits are per Member that opted in.			$15,661
ELECTRONIC DATA PROCESSING EQUIPMENT $0 Total Insured Values (TIV)		$250	DECLINED
EQUIPMENT BREAKDOWN $100,000,000 Total Insured Values (TIV)		$1,000	$13,404
	SUBTOTAL PROGRAM COSTS		$893,488
EXCESS LIABILITY	$25,000,000 Excess Limit of Liability	$10,000,000	$91,746
EXCESS LIABILITY	$50,000,000 Excess Limit of Liability	$25,000,000	$21,889
EXCESS LIABILITY	$75,000,000 Excess Limit of Liability	$50,000,000	$13,187
	TOTAL PROGRAM COSTS		$1,020,310

LIABILITY		PROPERTY	
2024/2025 LOTTERY ADA:	7,198	TIV:	$524,215,156
EX MOD. - RETAINED	91.74 %	EX MOD. - RETAINED	95.59 %
EX MOD. - REINSURANCE	100.87 %	EX MOD. - REINSURANCE	101.13 %

Service Team:

Account Executive: Kristine Lehman

Account Manager: Maya Williams

California Association of Joint Powers Authorities Accredited with Excellence

Run Date: 06/05/2026 01:49 PM

Report Date: 06/05/2026 01:49 PM

Manager: Keenan & Associates, 2355 Crenshaw Blvd, Suite 200, Torrance, CA 90501

Phone: (310) 212-3344, Fax (310) 212-0300 License No. 0451271

Run By: Maya Williams

Confidential - Client use only

Docusign Envelope ID: D9B128A9-C9E5-8F1A-80F1-133FD2F4580C

PROFORMA

JULY 1, 2026 to JULY 1, 2027

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

- PROGRAM COSTS	$1,020,310
Property Appraisal Funding Program*	$ 3,672
26/27 NCR PFP Loss Corridor Funding	$ 32,109
TOTAL PROGRAM COSTS	$1,056,091
*Property Appraisal Funding Program = 0.01095632 x 1,470,296 Sq. Ft.	FIVE YEAR CONTRACT

Service Team:

Account Executive: Kristine Lehman

Account Manager: Maya Williams

Run Date: 06/05/2026 01:49 PM

Report Date: 06/05/2026 01:49 PM

Docusign Envelope ID: D9B128A9-C9E5-8F1A-80F1-133FD2F4580C

PROFORMA

JULY 1, 2026 to JULY 1, 2027

ESTIMATED CONTRIBUTION/ PREMIUM SUMMARY

Accepted by: _____ Date: _____

Authorized School District Representative Signature

Print Name: Teresa Decelles

Authorized School District Representative Print Name

Title: _____

Authorized School District Representative Title

Witnessed by: _____ Date: _____

Kristine Lehman

SIGNATURE OF THE AUTHORIZED REPRESENTATIVE WILL BIND COVERAGE.

Keenan is compensated for the various services it provides in connection with the management and administration of Northern California ReLiEF ("NCR"), including general administration, financial processing, claims administration, loss control, reporting, marketing, underwriting, brokerage (reinsurance and other coverages) and reinsurance/insurance services. The compensation paid to Keenan is approved by the governing board of NCR and is included in the cost of member contributions. It is anticipated that the total compensation to be received by Keenan for these services for the 2026/2027 program year will not exceed 15.00% of total member contributions. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract. For additional information concerning Keenan compensation, see www.keenan.com/disclosure.asp.

Docusign Envelope ID: D9B128A9-C9E5-8F1A-80F1-133FD2F4580C

Alum Rock Union Elementary School Dist.
Estimated Contribution/Premium Summary
July 1, 2026 to July 1, 2027
Member Retained Limit
Liability $ 50,000 Property $ 50,000

Proforma Footnote Report

1. 2024/2025 LOTTERY ADA:	Average Daily Attendance from the Department of Education with the exception of certain special agencies which use special ADA Exposure data. ADA has been factor updated by 1.04446 in compliance with the Government Code Section 8880.5(m) to compensate for the rate of excused absences.
2. T.I.V. Property:	Total Insurable Values(T.I.V.) based upon Statement of Values as confirmed by the District (TIV for Charter Schools, EDP and COC included, if applicable.)
3. T.I.V. EDP:	EDP T.I.V. as confirmed by the District.
4. Liability:	Risk Factored ADA x adjusted ReLiEF rate plus ADA x $9 Mil excess of $1 Mil rate. Does not consider Special Agency flat fees and Super Pool minimum contributions.
5. Excess Liability:	Lottery ADA x Excess Liability Rate + Lottery ADA x Reinsurance Liability Rate + Lottery ADA x Reinsurance Liability Rate
6. Property:	TIV/$100 x Property Rate
7. EDP:	EDP TIV/$100 x EDP Rate
8. Crime:	Lottery ADA x Crime Rate
9. Cyber Liability:	Lottery ADA x Cyber Liability Rate
10. EQB:	Equipment Breakdown (B&M) Property TIV/$100 x Equipment Breakdown Rate
11. Active Assailant:	Lottery ADA x Active Assailant Rate
12. Dedicated Excess Cyber:	Price Band is dependent on Lottery ADA.
13. Program Total:	Sum of Liability, Excess Liability, Property, EDP, Crime, Cyber, EQB, Active Assailant, and Dedicated Excess Cyber.

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 17, 2026

Subject: **Approval of Participation in the Protected Insurance Program for Schools (PIPS) Workers' Compensation Program for the 2026-27 Fiscal Year ($2,011,205)**

Support Information: The District participates in the Protected Insurance Program for Schools (PIPS), a workers' compensation insurance program provided through our insurance broker, Keenan. PIPS provides workers' compensation coverage, claims administration, and risk management services for participating school districts.

Fiscal Impact: Yes

Budget Source: Restricted

Recommended Action: Staff recommends that the Board of Trustees approve the Participation in the Protected Insurance Program for Schools (PIPS) Workers' Compensation Program for the 2026-27 Fiscal Year in the amount of $2,011,205.

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 25, 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: _____

Docusign Envelope ID: D9B128A9-C9E5-8F1A-80F1-133FD2F4580C

PIPS

The Protected Insurance Program for Schools & Community Colleges Joint Powers Authority

THE PROTECTED INSURANCE PROGRAM FOR SCHOOLS AND COMMUNITY COLLEGES JOINT POWERS AUTHORITY

Program Year July 1, 2026 - July 1, 2027
Deposit Renewal Rates

Alum Rock Union Elementary School District

The following Experience Modification Factors, Premium Rates, and Estimated Premium amounts are based on the PIPS Rates adopted by the Board of Directors and the underwriting calculations completed in compliance with the Board Policy. These Premiums are deposit premium amounts and are subject to change upon the Final Payroll Audit after the program year's end.

2026-2027 Estimated Payroll:	$ 77,113,831
2026-2027 Deposit Premium Rate:	$ 2.6081
2026-2027 Balanced Experience Modification:	101.06%
2026-2027 Deposit Premium:	$ 2,011,205

Notes:

These indicated, tentative rates cover all limits, terms and conditions provided by the Reinsurer plus all services to be provided by the Program Manager including the administration of all claims incurred in the program year for seven years.

Disclosure Statement:

Keenan is compensated for the various services it provides in connection with the management and administration of the Protected Insurance Program for Schools & Community Colleges JPA ("PIPS"), including general administration, financial processing and reporting, loss control, marketing, underwriting, brokerage (reinsurance and other coverages) and claims administration (for seven years). The compensation paid to Keenan is approved by the governing board of PIPS each year and is included in the cost of member contributions. For the 2026/2027 program year, Keenan will be compensated at the rate of $0.5755 per $100 of payroll based on the overall PIPS composite rate of $2.3508 per $100 of payroll, subject to modification for individual member experience. This compensation does not include amounts payable to Keenan pursuant to separate contracts for services provided directly to individual members, the cost of allocated loss adjustment services provided in connection with individual claims, or reinsurance premium payable to Meritage Insurance Group, a wholly-owned subsidiary of Keenan, pursuant to a reinsurance contract approved by the governing board of PIPS. For additional information concerning Keenan compensation, see www.keenan.com/Disclosure-Policy.

Accepted By:

Teresa Decelles

Signed By (Print Name)	Client Signature	Date

For: Alum Rock Union Elementary School District

Docusign Envelope ID: 06970E0F-3807-8BCA-8080-B599E2E1FBBC

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 17, 2026

Subject: **Approve The City Peace Project (TCPP) for 2026-2027**

Support Information TCPP program will provide mentorship, social-emotional support, and positive engagement opportunities to improve student behavior, attendance, and school connectedness. The program also helps create a safer and more supportive learning environment that promotes student success. Services will be provided at ARUSD 3 middle schools Ocala, Sheppard and Ren@Mathson.

Fiscal Impact: **Yes**

Budget Source: **Title I**

Recommended Action: Staff recommends that the Board of Trustees approve the contract for The City Peace Project in the amount of $119,000.00.

Recommend Approval

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

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

11.6
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by: _____

Docusign Envelope ID: 06970E0F-3807-8BCA-8080-B599E2E1FBBC

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: A14C7FDF-92EB-8465-83BD-15E97B49FD4F

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. 022679

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: The City Peace Project (TCPP)

Address: P.O. Box 36014 City: San Jose State: CA Zip: 95158

Phone: (408) 440 0865 Email Address: solomon@tcpp.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 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").
TCPP program will provide mentorship, social-emotional support, and positive engagement opportunities to improve student behavior, attendance, and school connectedness. The program also helps create a safer and more supportive learning environment that promotes student success. Services will be provided at ARUSD 3 middle schools Ocala, Sheppard and Ren@Mathson.

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:** $ 119,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
060	3010	0	5815	00	1110	1000	000000	360	1190	$119,000.00	12/17/24
											12/17/25

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

PO Box 36014, San Jose, CA 95158
Info@TCPP.org
TheCityPeaceProject.org

the CITY PEACE PROJECT

The City Peace Project: Scope of Services - Daily Programming (Alum Rock Union School District 2026 - 2027)
[1] William Sheppard Middle School, [2] Ocala STEAM Academy, [3] Renaissance Academy at Mathson

Mission Statement:

The City Peace Project's mission is to mentor and advocate for students to help them know their value so that they can be at peace with themselves and with others.

Our team directly intervenes in the lives of students struggling with truancy, inappropriate habits on campus, and other behavior-related issues. Our goal is to re-engage with these identified students and encourage consistency, growth, and a sense of community in order to see improvement in attendance, punctuality, active class engagement, and behavioral self-management on campus and at home.

Scope of Services:

- **Student Engagement & School Climate Support**
  TCPP mentors lead inclusive lunchtime activities and peace-centered campaigns that engage a wide range of students. These efforts promote belonging, strengthen positive peer relationships, and support positive school climate, student engagement, and readiness for learning during the school day.

- **Targeted Student Support & Academic Engagement**
  For students identified through referrals or on-site engagement, TCPP provides consistent, individualized support through small-group sessions, one-on-one check-ins, and family communication. These interventions focus on improving attendance, classroom engagement, behavior, emotional regulation, and overall student readiness for learning while ensuring each student has a trusted adult supporting their growth and accountability.

- **Proactive Student Support & Learning Environment**
  TCPP maintains a consistent on-campus presence throughout the school day to build relationships, reinforce expectations, and support a safe, stable learning environment. Mentors actively engage students, anticipate and de-escalate conflict, and guide decision-making in real time. This work supports improved attendance, increased classroom engagement, reduced behavioral incidents, and a stronger campus culture that promotes student learning and academic participation.

- **Restorative Practices & Student Accountability**
  TCPP partners with administrators and staff to support restorative practices during high-stress or high-conflict situations. Mentors help guide students through reflection, accountability, conflict resolution, and reintegration, ensuring disciplinary moments become opportunities for personal growth, improved decision-making, and re-engagement in the learning environment.

- **Staff Collaboration & Instructional Alignment**
  TCPP collaborates closely with teachers, counselors, and administrators to align support strategies with school expectations, instructional goals, and emerging student needs. Services are designed to complement existing school supports by providing additional relational capacity, proactive engagement, and student accountability support without duplicating academic or counseling services.

Data, Progress, & Impact Tracking:
The City Peace Project tracks student progress and overall program impact through a combination of school-based data (when available), internal tracking tools, and qualitative feedback, in alignment with school and district priorities.

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The City Peace Project: Scope of Services - Daily Programming (Alum Rock Union School District 2026 - 2027)
[1] William Sheppard Middle School, [2] Ocala STEAM Academy, [3] Renaissance Academy at Mathson

Data Collection & Monitoring:

In coordination with school staff, TCPP may review and/or contribute to analysis of:

- Pre- and post-program student surveys (for SEL groups and targeted interventions)
- School climate and SEL data (e.g., Panorama, when available)
- Attendance data, including ADA and chronic absenteeism
- Behavioral data, including suspensions and referrals

TCPP does not manage official school data systems and relies on collaboration with site staff for access and interpretation.

Qualitative Impact:

TCPP captures qualitative impact through:

- Student testimonies and reflections
- Parent/guardian feedback (when available)
- Staff observations

These insights provide context to quantitative trends and highlight changes in student mindset, behavior, and engagement.

Progress Measurement:

TCPP tracks progress within its scope of services using internal tools (e.g., check-ins, group participation logs, case management notes), with a focus on:

- Attendance improvement among referred students
- Reduction in behavioral incidents
- Increased classroom engagement, academic participation, and student well-being

Progress is measured based on participation in TCPP services and is not solely attributed to TCPP.

Program Impact:

Program impact is assessed through:

- Attendance improvement among referred students
- Qualitative outcomes (student and family testimonies, staff feedback)

Where feasible, before-and-after comparisons are used to identify patterns of improvement and inform ongoing program refinement.

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Tiered Breakdown:

- **M.T.S.S. - Tier 1 (Universal):**
  Proactive Peacemaking: Daily presence during breaks, lunches, and passing periods to build relationships, reinforce expectations, and reduce behavioral incidents.
  Lunchtime Activities: Structured, inclusive activities that promote belonging and positive peer interaction.
  Peace Pause: Brief classroom sessions designed to strengthen peer/staff connection and classroom climate.

- **M.T.S.S. - Tier 2 (Targeted):**
  SEL Groups: Weekly or bi-weekly group sessions (6–12 weeks) focused on emotional regulation, self-expression, and self-advocacy.
  Restorative Support: Facilitated conversations, mediations, and conflict resolution processes to repair harm and rebuild trust.

- **M.T.S.S. - Tier 3 (Intensive):**
  Case Management: Ongoing check-ins with referred students to develop individualized plans focused on improving attendance, behavior, and academic engagement (approximately 10 students per team member).
  Staff Partnership: Collaboration with school staff to align interventions with existing supports and ensure consistency across services.

Objectives:

- Students will strengthen self-awareness and emotional regulation, including the ability to express themselves, set healthy boundaries, and respond to challenges constructively.
- Students will demonstrate improved behavior and decision-making, including respectful interactions with peers and staff and increased accountability on campus.
- Students will increase engagement in their education through improved attendance, classroom participation, academic accountability, and stronger connection to school.
- Students will build a stronger sense of purpose, self-advocacy, and awareness of opportunities that support their personal and academic growth.

Duration:

- August 12, 2026 (First Day of School) to June 4, 2027 (Last Day of School)
  - 10 months

Pricing (for all 3 sites):

- 1 staff, 4 days per week, 4 hours per day: **$11,900 per month**
  - $119,000 for 10 months

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 25, 2026

Subject: **Approve Contract Amount Increase for Scoot Education Services**

Support Information: Due to additional teacher Professional Development days in April and May, in support of the District's Academic goals and initiatives, a 20K increase for Scoot Education is required, bringing the total contract to $110,000. Scoot provides qualified substitute teachers on high-demand days when more than 45 substitute teachers are required.

Fiscal Impact: Yes

Budget Source: General Fund

Recommended Action: Staff recommends that the Board of Trustees approve the contract increase.

Recommend Approval

Submitted by: Cari Vaeth Title: Interim Asst Superintendent, Human Resources

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 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:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING JUN 16 '26 PM3:1

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268211

Original P.O Amount $_____ Contract Original Amount $30,000

Vendor Name: Scoot Education Inc. Vendor No. 301762

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount		$30,000
Change Order #:	1	$30,000
Change Order #:	2	$30,000
Change Order #:	3	$20,000
New Contract Total (including Change Orders)		$110,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	5815	00	1110	1000	000000	600	1000	$20,000	

Reason for Adjustment:

Increased usage of Scoot services due to teacher PD; change not to exceed amount from 90K to 110K

School/Dept.: Human Resources Requested by: Missy Preiksa

Approval: _____ 6/15/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Aptitud Academy
Tk-8
2475 Van Winkle Lane
San Jose 95116
CA USA

Invoice: **171950**
Date: **06/03/2026**
Type: **General Education**

Tk-8

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Katelynn Ables	Alma Sanchez	Kindergarten, Transitional Kindergarten	05/26/2026	09:30 - 15:15	1	$384.00	$0.00	$384.00	$384.00
Donald Bybee	Alma Sanchez	Grade 4	05/27/2026	08:30 - 14:57	1	$384.00	$0.00	$384.00	$384.00
Minzhi Yu	Alma Sanchez	Grade 4	05/27/2026	08:30 - 14:55	1	$384.00	$0.00	$384.00	$384.00
Katelynn Ables	Alma Sanchez	Grade 1, SpEd	05/27/2026	08:30 - 14:35	1	$384.00	$0.00	$384.00	$384.00
Daniel Gaul PO#: Theresa Carino (missed prep)	Alma Sanchez	Grade 5	05/27/2026	08:30 - 14:55	1	$384.00	$0.00	$384.00	$384.00
Demphina Ogutu	Alma Sanchez	Grade 2, Grade 3	05/28/2026	08:44 - 13:44	1	$384.00	$0.00	$384.00	$384.00

Subtotal for Tk-8 **$2,304.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

Invoice: **171950**
Date: **06/03/2026**
Type: **General Education**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$2,304.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$2,304.00**

scoot.education

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5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Linda Vista Elementary
Tk-5
100 Kirk Ave.
San Jose 95127
CA USA

Invoice: **171974**
Date: **06/03/2026**
Type: **General Education**

Tk-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Manhua Li	Alma Sanchez	Grade 1, Grade 2, SpEd	05/27/2026	08:30 - 14:35	1	$384.00	$0.00	$384.00	$384.00
Karl Voss	Alma Sanchez	Grade 1	05/27/2026	08:35 - 14:31	1	$384.00	$0.00	$384.00	$384.00
Christopher Heying	Alma Sanchez	Grade 3	05/27/2026	08:46 - 14:35	1	$384.00	$0.00	$384.00	$384.00
Karl Voss	Alma Sanchez	Grade 2, Grade 3, SpEd	05/28/2026	08:30 - 13:48	1	$384.00	$0.00	$384.00	$384.00
Christopher Heying	Alma Sanchez	Grade 2	05/28/2026	08:51 - 14:35	1	$384.00	$0.00	$384.00	$384.00
Subtotal for Tk-5									**$1,920.00**

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P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

Invoice: **171974**
Date: **06/03/2026**
Type: **General Education**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

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El Monte CA 91731
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Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$1,920.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$1,920.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Lyndale Elementary
Tk-5
13901 Nordyke Drive
San Jose 95127
CA USA

Invoice: **171975**
Date: **06/03/2026**
Type: **General Education**

Tk-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Annie Ngo	Alma Sanchez	Grade 1	05/27/2026	08:29 - 14:52	1	$384.00	$0.00	$384.00	$384.00
Jak Burford	Alma Sanchez	Grade 5	05/27/2026	08:35 - 15:00	1	$384.00	$0.00	$384.00	$384.00
Yajie Chen	Alma Sanchez	Grade 2	05/28/2026	08:25 - 14:35	1	$384.00	$0.00	$384.00	$384.00
Subtotal for Tk-5									**$1,152.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

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3839 Main Street
Culver City CA 90232
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Los Angeles, CA 90036
P:+1 310-477-7707

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SUB TOTAL	**$1,152.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$1,152.00**

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INVOICE

Alum Rock - Renaissance Academy at Mathson
6-8
2050 Kammerer Avenue
San Jose 95116
CA USA

Invoice: **172076**
Date: **06/03/2026**
Type: **General Education**

6-8

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Maneish Mehrotra	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/27/2026	08:40 - 14:14	1	$384.00	$0.00	$384.00	$384.00
Fang Yuan	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/27/2026	08:40 - 15:10	1	$384.00	$0.00	$384.00	$384.00
Chaiwat Potjanamat	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:39 - 15:11	1	$384.00	$0.00	$384.00	$384.00
Brent Powell	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:45 - 15:15	1	$384.00	$0.00	$384.00	$384.00
Steven Walker	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:45 - 15:15	1	$384.00	$0.00	$384.00	$384.00
Maneish Mehrotra	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:48 - 14:20	1	$258.00	$0.00	$258.00	$258.00
Daniel Gaul	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:50 - 14:20	1	$258.00	$0.00	$258.00	$258.00
Minzhi Yu	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:50 - 15:15	1	$384.00	$0.00	$384.00	$384.00
Tonni Cordani	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:50 - 15:17	1	$384.00	$0.00	$384.00	$384.00
Archana Samvedi	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:50 - 15:15	1	$384.00	$0.00	$384.00	$384.00

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Invoice: **172076**
Date: **06/03/2026**
Type: **General Education**

Dane Franchi	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:50 - 15:15	1	$384.00	$0.00	$384.00	$384.00
Kate Huebler	Alma Sanchez	Grade 6, Grade 7, Grade 8	05/29/2026	10:52 - 15:20	1	$384.00	$0.00	$384.00	$384.00

Subtotal for 6-8 **$4,356.00**

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3839 Main Street
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Please state the account being paid on all Remittance Advices

SUB TOTAL **$4,356.00**
DISCOUNT **$.00**
INVOICE TOTAL **$4,356.00**

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5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
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E:accounts@scoot.education

INVOICE

Alum Rock - Ryan STEAM Academy
TK-5
1241 McGinness Avenue
San Jose 95127
CA USA

Invoice: **172096**
Date: **06/03/2026**
Type: **General Education**

TK-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Narayah Aloo	Alma Sanchez	Grade 5, SpEd	05/27/2026	08:30 - 14:55	1	$384.00	$0.00	$384.00	$384.00
Stephen Shelton	Alma Sanchez	Grade 4	05/27/2026	08:45 - 14:55	1	$384.00	$0.00	$384.00	$384.00
Daniel Gaul	Alma Sanchez	Grade 2, Grade 3, SpEd	05/28/2026	08:30 - 13:36	1	$384.00	$0.00	$384.00	$384.00
Katelynn Ables	Alma Sanchez	Grade 2, Grade 3, SpEd	05/28/2026	08:30 - 13:30	1	$384.00	$0.00	$384.00	$384.00
Subtotal for TK-5									**$1,536.00**

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Invoice: **172096**
Date: **06/03/2026**
Type: **General Education**

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SUB TOTAL	**$1,536.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$1,536.00**

scoot.education

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5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Hubbard Media Arts Academy
TK-5
1680 Foley Avenue
San Jose 95122
CA USA

Invoice: **172816**
Date: **06/09/2026**
Type: **General Education**

TK-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Maneish Mehrotra	Alma Sanchez	Grade 4	06/01/2026	08:28 - 14:53	1	$384.00	$0.00	$384.00	$384.00
Tonni Cordani	Alma Sanchez	Grade 5	06/01/2026	08:30 - 15:00	1	$384.00	$0.00	$384.00	$384.00
Subtotal for TK-5									**$768.00**

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SUB TOTAL	**$768.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$768.00**

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Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Ryan STEAM Academy
TK-5
1241 McGinness Avenue
San Jose 95127
CA USA

Invoice: 172817
Date: 06/09/2026
Type: General Education

TK-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Yajie Chen	Alma Sanchez	Grade 4	06/01/2026	08:30 - 14:51	1	$384.00	$0.00	$384.00	$384.00
Subtotal for TK-5									**$384.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL $384.00
DISCOUNT $.00
INVOICE TOTAL $384.00

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - San Antonio Elementary
TK-5
1721 East San Antonio Street
San Jose 95116
CA USA

Invoice: **172818**
Date: **06/09/2026**
Type: **General Education**

TK-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Serena Marchesi	Alma Sanchez	Grade 4	06/01/2026	08:20 - 15:09	1	$384.00	$0.00	$384.00	$384.00
Tai Nguyen	Alma Sanchez	Grade 5	06/01/2026	08:30 - 14:51	1	$384.00	$0.00	$384.00	$384.00
Karl Voss	Alma Sanchez	Grade 5	06/01/2026	08:30 - 14:58	1	$384.00	$0.00	$384.00	$384.00
Subtotal for TK-5									**$1,152.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$1,152.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$1,152.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Adelante II Dual Language Academy
K-8
1970 Cinderella Ln.
San Jose 95116
CA USA

Invoice: **172821**
Date: **06/09/2026**
Type: **General Education**

K-8

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Javier Sanchez	Alma Sanchez	Grade 5	06/01/2026	08:30 - 15:00	1	$384.00	$0.00	$384.00	$384.00
Subtotal for K-8									**$384.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$384.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$384.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Linda Vista Elementary
Tk-5
100 Kirk Ave.
San Jose 95127
CA USA

Invoice: **172823**
Date: **06/09/2026**
Type: **General Education**

Tk-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Katelynn Ables	Alma Sanchez	Grade 4	06/01/2026	08:30 - 14:51	1	$384.00	$0.00	$384.00	$384.00
Subtotal for Tk-5									**$384.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$384.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$384.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Adelante Dual Language Academy
TK-8
2999 Ridgemont Drive
San Jose 95127
CA USA

Invoice: **172825**
Date: **06/09/2026**
Type: **General Education**

TK-8

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Sergio Jimenez	Alma Sanchez	Grade 4	06/01/2026	08:34 - 14:55	1	$384.00	$0.00	$384.00	$384.00
Subtotal for TK-8									**$384.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$384.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$384.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - McCollam Elementary
TK-5
3311 Lucian Avenue
San Jose 95127
CA USA

Invoice: **172829**
Date: **06/09/2026**
Type: **General Education**

TK-5

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Lina Tellefsen	Alma Sanchez	Grade 4	06/01/2026	08:22 - 15:03	1	$384.00	$0.00	$384.00	$384.00
Subtotal for TK-5									**$384.00**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$384.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$384.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

INVOICE

Alum Rock - Ocala STEAM Academy
6-8
2800 Ocala Avenue
San Jose 95148
CA USA

Invoice: **172954**
Date: **06/09/2026**
Type: **General Education**

6-8

Employee	Submitted By/Replacing	Grades	Date	Start/Finish	Qty	Unit Rate	Discount	Unit Total	Total
Michelle Le	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:23 - 12:30	1	$258.00	$0.00	$258.00	$258.00
Diya Tahiliani	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:24 - 12:30	1	$258.00	$0.00	$258.00	$258.00
Fang Yuan	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:25 - 12:30	1	$258.00	$0.00	$258.00	$258.00
Katelynn Ables	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:25 - 12:30	1	$258.00	$0.00	$258.00	$258.00
Kassidy Prim	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:25 - 12:30	1	$258.00	$0.00	$258.00	$258.00
Tai Nguyen	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:25 - 12:25	1	$258.00	$0.00	$258.00	$258.00
Daniel Gaul	Alma Sanchez	Grade 6, Grade 7, Grade 8	06/03/2026	08:30 - 12:30	1	$258.00	$0.00	$258.00	$258.00
Subtotal for 6-8									**$1,806.00**

scoot.education

Tax ID: 82-1062849
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707 F:310-933-1961
E:accounts@scoot.education

Invoice: **172954**
Date: **06/09/2026**
Type: **General Education**

INVOICES ARE PAYABLE 30 DAYS FROM INVOICE DATE

Scoot Education Inc.

Remit ACH Payments To:
Scoot Education Inc.
3839 Main Street
Culver City CA 90232
Account Number:8003139196
Routing Number:322070381

Remit Wire Payments To:
Scoot Education Inc.
East West Bank
9300 Flair Drive, 4th Fl.
El Monte CA 91731
Bank Account:8003139196
Bank Routing:322070381

Remit Check Payments To:
Scoot Education Inc.
5670 Wilshire Blvd
Ste 1970
Los Angeles, CA 90036
P:+1 310-477-7707

Please state the account being paid on all Remittance Advices

SUB TOTAL	**$1,806.00**
DISCOUNT	**$.00**
INVOICE TOTAL	**$1,806.00**

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: June 15, 2026

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

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

Fiscal Impact: Yes 170,000

Budget Source: Special Education

Recommended Action: Staff recommends that the Board of Trustees approve the contract increase with Amergis Healthcare for the 2025-2026 school year. Increase is $20,000. The total will be 170,000.

Recommend Approval

Submitted by: Anthony Colonna Title: Director

Approved by: Dan Burns Title: Interim Asst. Superintendent

To the Board of Trustees:

12.2
Agenda Placement

Meeting: June 25, 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

PURCHASING
JUN 25 2026 PM 2:45

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. 0000 Contract No. 268129

Original PO Amount $ 5815 Contract Original Amount: $ 150,00000

Vendor Name: Amergis Healthcare Staffing Vendor No. 301646

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 150,000
Change Order #: 1	$ 20,000
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 178,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	5815	00	1110	3140	000000	380	5240	+20,000	

6/10/26

Reason for Adjustment:

Additional support needed for students with medical needs

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 6/17/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order **No.** CO 268129

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 301646 Phone: - 0
Fax: -
Email:

TO: AMERGIS HEALTHCARE STAFFING INC.
7223 LEE DEFOREST DR.
COLUMBIA MD 21046

PO DATE	SUBMITTED BY	SITE NAME	REQ. NO.
08/05/2025	MARIELA HEREDIA	STUDENT SERVICES	260536
TERMS	JULY31.25 OVER $100 FOB	KIELA JIMENEZ	DELIVERY DATE

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		**** SERVICE CONTRACT OVER $100K *** AMERGIS HEALTHCARE STAFFING, INC. PROVIDES LVN SERVICES TO ARUSD STUDENTS WITH MEDICAL NEEDS, SUCH AS DIABETES MANAGEMENT, DURING SCHOOL HOURS FOR THE 2025/2026 SCHOOL YEAR. $65.00 HOURLY BILL RATE, NOT TO EXCEED $150,000.00 TERM: 08/01/2025 - 06/30/2026 BOARD APPROVED JULY 31, 2025	150,000.00	150,000.00	000000

Sub Total	150,000.00
Tax	0.00
Shipping & Handling	0.00
PO Total	150,000.00

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping charges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

amergis

STATEMENT OF WORK
ATTACHMENT "A"

1. **Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide temporary staffing Services to Customer, with such Services provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.

2. **Length of Assignment**. Personnel will be assigned to the Customer specified Work Site(s) exclusively for at least 90 days or 13 weeks. If Per Diem Personnel are requested, Customer and Amergis will use commercially reasonable efforts to document the length of the assignment(s) in a Customer Assignment Confirmation.

3. **Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.

4. **Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing. If Customer requests a face-to-face interview for Travel Personnel, Amergis will bill Customer for cost of travel, lodging, and reasonable per diem expenses.

5. **Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate Type (per hour)	Rate $ (per hour)
Behavior Tech - DNU | ST	Regular Rate Group	$50.00
BCBA | BCBA School	Regular Rate Group	$130.00
BCBA | BCBA School	Travel Rate Group	$130.00
Behavior Tech | Behavior Tech School	Regular Rate Group	$46.00
Psychologist | Psychologist School	Regular Rate Group	$140.00
Psychologist | Psychologist	Regular Rate Group	$140.00
Psychologist | Psychologist School	Travel Rate Group	$140.00
Psychologist | Psychologist	Travel Rate Group	$140.00
Special Education Teacher | Special Education Teacher School	Regular Rate Group	$85.00

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amergis

Special Education Teacher | Special Education Teacher School	Travel Rate Group	$85.00
Marriage and Family Counselor | Marriage and Family Counselor	Regular Rate Group	$95.00
Medical Social Worker | Medical Social Worker	Regular Rate Group	$95.00
Social Worker | Social Worker School	Regular Rate Group	$95.00
Marriage and Family Counselor | Marriage and Family Counselor	Travel Rate Group	$95.00
Medical Social Worker | Medical Social Worker	Travel Rate Group	$95.00
Social Worker | Social Worker School	Travel Rate Group	$95.00
RN Credentialed - DNU | School - ST	Regular Rate Group	$130.00
RN Credentialed - DNU | School - ST	Travel Rate Group	$130.00
Speech Language Pathologist | Speech Language Pathologist School	Regular Rate Group	$145.00
Speech Language Pathologist | Speech Language Pathologist	Regular Rate Group	$145.00
Speech Language Pathologist | Speech Language Pathologist School	Travel Rate Group	$145.00
Speech Language Pathologist | Speech Language Pathologist	Travel Rate Group	$145.00
School Aide | School Aide School	Regular Rate Group	$48.00
LPN | LPN - School	Regular Rate Group	$65.00
LPN 1:1 | LPN - 1:1 School	Regular Rate Group	$65.00

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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 15, 2026

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

- **June 11, 2026, Regular Board Meeting**

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

Recommend Approval

Submitted by: Sandra Garcia Title: Interim Superintendent

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

13.1
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, June 11, 2026, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #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 5:30 pm, followed by Roll Call. Board Members present were Linda Chavez (President), Andrés Quintero (Vice-President) *(arrived at 5:54pm)*, Minh Pham (Clerk), Corina Herrera-Loera (Member), and Minh Nguyen (Member) *(arrived at 5:33pm)*

Administrative and Support Staff Members present were Sandra Garcia (Interim Superintendent), Daniel Burns, (Interim Superintendent, Instructional Services), 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, 7.1, 7.2, 7.3, 7.4, and Item 6 Comments would be moved up on the agenda.

MOTION #01-36 by Clerk Minh Pham to approve the modification of the agenda. MOTION #01-36 was seconded by Member Corina Herrera-Loera.

MOTION #01-36 carried* with a *vote of 4 in favor; no opposition; 1 absent (Vice President Andrés Quintero); and no abstention.

5. Special Presentation/Recognition

5.1 Biliteracy Attainment Awards Student Recognition

Yeny Rosales-Aleman, POSA Mulilingual Programs, presented students with the awards.

7. Public Hearing(s)

7.1 Public Hearing: Local Control Accountability Plan (LCAP)

President Linda Chavez opened the public hearing at 5:49 pm.

President Linda Chavez closed the public hearing at 6:43 pm

7.3 Public Hearing. Proposed 2026- 2027 for Budget Adoption

President Linda Chavez opened the public hearing at 5:51 pm.

President Linda Chavez closed the public hearing at 6:43 pm.

7.4 Staff Presentation. Proposed 2026-2027 Budget for Adoption

Assistant Superintendent DeCelles gave a presentation regarding the Budget for Adoption.

7.2 Proposed Local Control Accountability Plan (LCAP)

Kiela Jimenez, Director II, gave a presentation regarding the LCAP.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comment:
Female speaker and David Williams.

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.

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 said there was nothing to report.

8. Superintendent/Board Business

8.1 Approve Superintendent Contract.

8.2 Approve Board Policy 7150 Site Selection and Development – Second Reading.

MOTION #02-36 by Member Corina Herrera-Loera to approve Action Item 8.2 as presented. MOTION #02-36 was seconded by Clerk Minh Pham.

MOTION #02-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Business

9.1 Approve Board Policy 3100 Budget -Second Reading

MOTION #03-36 by Member Corina Herrera-Loera to approve Action Item 9.1 as presented. MOTION #03-36 was seconded by Clerk Minh Pham.

MOTION #03-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.2 Approve Board Policy 7110 Facilities Master Plan – Second Reading.

MOTION #04-36 by Clerk Minh Pham to approve Action Item 9.2 as presented. MOTION #04-36 was seconded by Vice President Andrés Quintero.

MOTION #04-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. **Business** *(continued)*

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

MOTION #05-36 by Vice President Andrés Quintero to approve Action Item 9.3 as presented. MOTION #05-36 was seconded by Clerk Minh Pham.

MOTION #05-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.4 Request for Approval of RFP No. 2627-CNS01 Grocery Commercial Products for 202/2027 School Year.

MOTION #06-36 by Vice President Andrés Quintero to approve Action Item 9.4 as presented. MOTION #06-36 was seconded by Member Corina Herrera-Loera.

MOTION #06-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #07-36 by Member Corina Herrera-Loera to approve Action Item 9.5 as presented. MOTION #07-36 was seconded by Vice President Andrés Quintero.

MOTION #07-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9.6 Approve Contract Addendum for an Extension Year Two (2) of RFP No. 2526 CNS02 Fresh Produce and Services for 2026-2027 School Year.

MOTION #08-36 by Vice President Andrés Quintero to approve Action Item 9.6 as presented. MOTION #08-36 was seconded by Member Corina Herrera-Loera.

MOTION #08-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #09-36 by Vice President Andrés Quintero to approve Action Item 9.7 as presented. MOTION #09-36 was seconded by Member Corina Herrera-Loera.

MOTION #09-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

9. Business *(continued)*

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

MOTION #10-36 by Vice President Andrés Quintero to approve Action Item 9.8 as presented. MOTION #10-36 was seconded by Member Corina Herrera-Loera.

MOTION #10-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10. Instructional Services

10.1 Resolution No. 88-25/26: Kidango Designation of California State Preschool Program (CSPP) Facility Responsibility-Mayfair Early Learning Center and Mayfair Center.

MOTION #11-36 by Vice President Andrés Quintero to approve Action Item 10.1 as presented. MOTION #11-36 was seconded by Member Corina Herrera-Loera.

MOTION #11-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

10.2 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.

MOTION #12-36 by Vice President Andrés Quintero to approve Action Item 10.2 as presented. MOTION #12-36 was seconded by Member Corina Herrera-Loera.

MOTION #12-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11. Human Resources

11.1 Resignations

Information Only

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

MOTION #13-36 by Vice President Andrés Quintero to approve Action Item 11.2 as presented. MOTION #13-36 was seconded by Member Corina Herrera-Loera.

11. Human Resources *(continued)*

MOTION #13-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.3 Approve Job Description – Executive Assistant – Confidential, Business Services

MOTION #14-36 by Vice President Andrés Quintero to approve Action Item 11.3 as presented. MOTION #14-36 was seconded by Member Corina Herrera-Loera.

MOTION #14-36 carried* with a *vote of 4 in favor; no opposition; no absent; and 1 abstention (Clerk Minh Pham).

11.4 Approve Updated Job Description – Information Technology and Data Analyst

MOTION #15-36 by Member Corina Herrera-Loera to approve Action Item 11.4 as presented. MOTION #15-36 was seconded by Vice President Andrés Quintero.

Public Comment:
Sandra Rivera

MOTION #15-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.5 Approve Job Description – Assistant Director of Academic Services

MOTION #16-36 by Member Corina Herrera-Loera to approve Action Item 11.5 as presented. MOTION #16-36 was seconded by Member Minh Nguyen.

MOTION #16-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

11.6 Approve Resolution No. 93-25/26 Rescinding Resolutions No.#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)

MOTION #17-36 by Member Corina Herrera-Loera to approve Action Item 11.6 as presented. MOTION #17-36 was seconded by Member Minh Nguyen.

MOTION #17-36 carried* with a *vote of 4 in favor; no opposition; no absent; and 1 abstention (Clerk Minh Pham).

12. Contracts Over $100,000

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

MOTION #18-36 by Vice President Andrés Quintero to approve Action Item 12.1 as presented. MOTION #18-36 was seconded by Member Corina Herrera-Loera.

MOTION #18-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

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

MOTION #19-36 by Member Corina Herrera-Loera to approve Action Item 12.2 as presented. MOTION #19-36 was seconded by Vice President Andrés Quintero.

MOTION #19-36 carried* with a *vote of 5 in favor; no opposition; no absent; and no abstention.

13. CONSENT CALENDAR

President Linda Chavez asked that Little Heroes' contracts be pulled from Item 13.7 Firms.

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, and 13.9.***

MOTION #20-36 by Vice President Andrés Quintero to approve Agenda Item 13. 1, 13.2, 13.3, 13.4, 13.5, 13.6, 13.7, 13.8, and 13.9 as presented. MOTION #20-36 was seconded by Member Corina Herrera-Loera.

MOTION #20-36 carried* with a *vote of 5 in favor; no opposition; no absent; 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 9:38 p.m.

Respectfully submitted,

Minh Pham, Board Clerk
mc

13.2

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 25, 2026

Subject: **Approve/Ratify Notices of Employment and Changes of Status/June 25, 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: Cari Vaeth CV Title: Interim Assistant Superintendent, Human Resources

Approved by: Cari Vaeth Title: Interim Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: June 25, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
June 25, 2026

CERTIFICATED OFFER OF EMPLOYMENT:

CERTIFICATED CHANGES OF STATUS:

I. **Personal Leave of Absence:**

1.	Quezada, Gabriela	Literacy Coach/Aptitud Academy	07/01/2026-06/30/2027

II. **Retirement:**

1.	Patel, Binaifer	3/Russo McEntee Academy	06/05/2026

III. **Variable Term Credential Waiver Renewal:**

1.	Bisbee, Emeric	Administrative Services Credential Authorization

IV. **Initial Variable Term Credential Waiver Request:**

1.	Gonzalez Aguilera, Maria G	BCLAD: Spanish Authorization
2.	Loftin, Tracy	Mild/Moderate Support Needs Authorization

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

1.	Guertner, Brandon	Teacher, Music

CLASSIFIED PERSONNEL – June 25, 2026

CLASSIFIED OFFERS OF EMPLOYMENT:

I. Retirement:

1.	Martinez, Judy	Bus Driver/Transportation	07/16/2026
2.	Santiago, Mireya	Night Custodian II- Middle & Child Nutrition Assistant III/ Facilities & Linda Vista	07/31/2026

II. Termination – Probationary Period:

1.	Monzon Figueroa, Emely A	Campus Paraeducator/Sheppard	06/04/2026

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 25, 2026

Subject: **Approve Unrepresented Calendar for 2026-2027.**

Support Information: Attached is the Unrepresented (School-based Mental Health Clinician) Calendar for the 2026-2027 school year.

Fiscal Impact: No

Budget Source: None

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

Recommend Approval

Submitted by: Cari Vaeth Title: Interim Assistant Superintendent, Human Resources

Approved by: Cari Vaeth Title: Interim Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: June 25, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SCHOOL-BASED MENTAL HEALTH CLINICIAN 2026-2027 DRAFT

JULY

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

7/3 Fourth of July

7/31 Admin Asst Training

AUGUST — 20

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

8/3 Office Asst Training

8/11 Para In-service

SEPTEMBER — 21

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

9/7 Labor Day

OCTOBER — 20

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

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

NOVEMBER — 15 | 3

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

11/11 Veteran's Day

11/26 Thanksgiving Day

DECEMBER — 14 | 3

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

12/25 Christmas Day

JANUARY — 18

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

1/1 New Year's Day

1/4 non work days for 9.5/10 month

1/18 MLK

FEBRUARY — 15 | 3

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

2/15 President's Day

MARCH — 22

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

3/31 TBD (Observed)

APRIL — 17 | 2

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

4/19-4/23 Spring Break

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

MAY — 20

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

5/31 Memorial Day

JUNE — 10

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

6/18 Juneteenth

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

✦ 1st & Last Day for Wellness Center Site Specialist

WORK DAYS	192
VACATION	11
HOLIDAYS	16
TOTAL CALENDAR	219

Board Approval: Pending

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: June 16, 2026

Subject: **Approve Bond Contracts/Extensions**

Support Information: **The District has received a summarized list of bond contracts/extensions dated June 25, 2026**

Fiscal Impact: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the Bond Contracts/ Extensions.

Recommend Approval

Submitted by: Maria Martinez M.M. Title: Bonds Director

Approved by: Eric Wasinger Title: Senior Executive of Bonds, M.O.T.

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

13.4
Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

BOND CONTRACTS/EXTENSIONS

CONTRACTOR NAME	DATE OF SERVICE	COST	PURPOSE
TSG Enterprises Inc. (DBA: The Solis Group)	07/18/2025-06/30/2027	No Additional Costs (Original cost $80,000)	Approve Term Extension to Contract No. BD 269002 with TSG Enterprises Inc. to provide labor compliance and Project Labor Agreement administration services for various District bond-funded projects.
Earth Systems Pacific	06/26/2026-06/30/2027	$29,873.00	Approve Proposal No. FRE-26-06-002 with Earth Systems for Construction Inspection and Testing Services at the former Renaissance at Fischer site.

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 9, 2026

Subject: **Approve Term Extension to Contract No. BD 269002 with TSG Enterprises Inc. (DBA: The Solis Group) for Labor Compliance and Project Labor Agreement (PLA) Administration Services.**

Support Information: On July 17, 2025, the Board of Trustees approved a proposal and contract with TSG Enterprises Inc. (DBA: The Solis Group) services in the amount of $80,000 to provide labor compliance and Project Labor Agreement (PLA) administration services for various District bond-funded projects. Services included compliance with state prevailing wage requirements and labor regulations, as well as compliance monitoring services for local hiring and apprentice utilization requirements.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the contract term extension through June 30, 2027, at no additional cost to the District with TSG Enterprises Inc. (DBA: The Solis Group) for labor compliance and Project Labor Agreement Administration.

Recommended Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026

Regular Board Meeting

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 049B0431-2DA8-8085-81D0-A13F9116E2D2

ADDENDUM NO.1 FOR PROJECT LABOR AGREEMENT (PLA) ADMINISTRATION ORIGINAL CONTRACT NO. 269002

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

TSG Enterprises Inc.
DBA: The Solis Group

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 shall be extended for an additional twelve (12) months from last contract term date of June 30, 2026 through June 30, 2027. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

Provide labor compliance and project labor agreement (PLA) administration for various District Bond projects. Services include compliance with state prevailing wage and labor requirements, compliance monitoring and enforcement, and monitoring services for local hiring/apprentice utilization.

III
TERMINATION

This Agreement may be terminated by the District upon thirty - (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference. Proposals required for each project.

Docusign Envelope ID: 049B0431-2DA8-8085-81D0-A13F9116E2D2

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by in the original PLA Administration Scope of Work and Labor Compliance Scope of Work. For prompt payment, billing must be accurate in all details, and invoice must be submitted monthly to Alejandra Basulto Bautista at the following email address: alejandra.basulto@arusd.org

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Independent Contractor Agreement for Services 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.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the bidder/s and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

TSG Enterprises Inc.
DBA: The Solis Group

Signature Mike Komsky (Signed by: 89EE06DC79414EB...)

Name Mike Komsky

Title Chief Financial Officer

Date 6/2/2026

Alum Rock Union Elementary
School District

Signature _____

Name Eric Wasinger

Title Senior Executive of Bonds,
Maintenance, Operations, and Transportation

Date _____

Company Name: TSG Enterprises Inc. DBA: The Solis Group

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 9, 2026

Subject: **Approve Proposal No. FRE-26-06-002 with Earth Systems for Construction Inspection and Testing Services.**

Support Information: Staff solicited proposals to provide geotechnical observation and testing services for construction activities at the former Renaissance at Fischer site.

The District received a proposal from Earth Systems to perform soil sampling and laboratory testing to measure dry density and compaction levels. In addition, Earth Systems will provide special inspection and testing services, including reinforcing steel identification, tagging, and conformance testing, as well as field concrete sampling and testing. Earth Systems will prepare and submit the required DSA certifications and inspection reports.

Fiscal Impact: Yes

Budgeted: Yes

Budget Source: Bonds

Recommended Action: It is the recommendation of the Interim Superintendent that the Board of Trustees approve the proposal and contract with Earth Systems in the amount of $29,873 for construction inspection and testing services at the former Renaissance at Fischer site.

Recommended Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026

Regular Board Meeting

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

EARTH SYSTEMS
48511 Warm Springs Boulevard, Suite 210 | Fremont, CA 94539 | (510) 353-3833 | www.earthsystems.com

June 5, 2026
(Revised June 8, 2026)

Proposal No.: FRE-26-06-002
DSA File: 43-4
DSA Application: 01-123130

Dale Grogan
Alum Rock Union Elementary School District
Bonds Construction Office
2888 Ocala Avenue
San Jose, CA 95148

PROJECT: NEW PORTABLE CLASSROOMS AND PARKING LOT
CLYDE L. FISCHER MIDDLE SCHOOL
1720 HOPKINS DRIVE
SAN JOSE, CALIFORNIA

SUBJECT: *Revised* Proposal for Construction Inspection and Testing Services

Dear Mr. Grogan:

Earth Systems Pacific (Earth Systems) is submitting herein our construction inspection and testing services proposal for the subject project. This proposal is based upon preliminary plans provided by you and our experience with similar projects.

Earth Systems has offices throughout California with a combined staff of over 135 employees. Our personnel have been providing engineering services in the Northern California area for over 57 years. We will be staffing this project out of our Fremont office. Material testing will be performed in our Hollister office that houses our full-service material testing facility.

Per the preliminary civil plans provided to us, a new asphalt parking lot, bus drop off lane, and driveways are planned. A new asphalt pavement area is planned east of the new parking lot to house new portables. Details for the portables were not available but we anticipate they will be supported directly on the asphalt pavement and not utilize permanent foundations. Additionally, we have assumed that fabrication shop inspection related to the portables are not required. A DSA-103 was not available during our review. We anticipate that our construction inspection work will be related to geotechnical observation and testing only. Once revised plans and a DSA-103 are available, we should be contacted to update this proposal.

Grading activities are anticipated to be minimal and may include backfilling activities related to new utility trench connections, and constructing subgrade/basegrade for flatwork and AC pavements.

The number of inspection visits was based on our experience with similar jobs and presented in our *Scope of Anticipated Services and Cost Estimate* worksheet. We have assumed this project will be constructed by the basic procedures of those typically used on CBC Title 24 designed projects. Based on our review of the site drawings prepared for the project, and our recent experience with projects of a similar nature, our anticipated scope of work will include:

Geotechnical Observation and Testing Services

- Collection of soil samples for laboratory testing and performance of laboratory tests to measure dry density – moisture content characteristics of various soil types (compaction curves);
- Compaction testing during backfilling of underground utility trenches;
- Compaction testing of subgrade and base grade for flatwork areas;
- Compaction testing of subgrade and base grade for pavement areas;
- Observation and compaction testing of asphalt pavement areas.

Special Inspection and Testing Services

- Reinforcing steel material identification, tagging, and conformance testing;
- Batch plant inspection;
- Field concrete sampling and testing.

Project Management, Supervision, and Reports

- Project supervision and review
- Special inspection and materials testing review;
- Project field coordination and administrative support;
- Upload required reports and documents to DSA Certification Box;
- Preparation of Final Verified Reports for each DSA 152 Card issued for the project.

Field compaction tests will be conducted in accordance with ASTM D 6938 (nuclear test method). Relative compaction will be determined by performing laboratory maximum density and optimum moisture tests in accordance with ASTM D 1557 and comparing it with the field compaction test. The engineer supervising the work will make periodic site visits, review the progress of the work, and prepare a final report of the work observed and tested.

The total cost of these services is dependent upon a number of factors, many of which are beyond our control. Among the cost determining factors are:

- The number of working days required by the contractor to complete each element of work.
- The number of different soil types to be utilized during site grading.
- The amount of difficulty encountered by the grading contractor in obtaining the specified compaction of materials.
- Weather and subsurface conditions encountered during grading operations.
- The amount of time our inspection services will be required each day of operations.

ESTIMATED FEES

Earth Systems will provide our grading observation and compaction testing services on a time and material basis per our fee schedule in effect at the time of services.

Our estimated fee to provide the services is **$29,873.00**

Our "Scope of Anticipated Services and Cost Estimate" worksheet is attached for your information and review. A construction schedule was not available during the preparation of this estimate. The estimated fee presented above is based on an assumed number of trips presented in our scope worksheet.

Earth Systems anticipates that our coverage will be on a continuous/periodic basis as required by code and job activities. The project IOR will be responsible for coordinating our services. Any standby time of calls for services not ready will be invoiced on a time and materials basis.

SCHEDULE AND CONDITIONS

The fees and conditions of this proposal will remain in effect for a period of 180 days. As the presence of our personnel at the site will depend upon the contractor's schedule and the progress of the work, the fees presented above are to be considered as estimates only and should not be construed as guaranteed maximum fees. The invoices will reflect the actual charge based on our fee schedule for the amount of time spent and service performed and may be greater or less than the estimated amounts.

Fees for overtime, weekend, and holiday work will be adjusted, and minimum work hours will be applied, in accordance with the State requirements. Night work (before 7:00 AM and after 5:00 PM) and overtime work will be invoiced at a rate of 1.5 times the appropriate rate. Field time will be subject to a four-hour minimum charge. Hourly fees for fieldwork and travel time will be charged on a portal-to-portal basis from our office in Fremont.

Fischer Middle School

June 5, 2026
(Revised June 8, 2026)

It is our understanding that the project is subject to California Prevailing Wage Law. For your convenience in setting up the project, we have included our DIR registration numbers below.

DIR Public Works Registration Numbers

Legal Name	Registration Number	License Type*	Registration Date	Expiration Date
Earth Systems Pacific	1000003643	N100143	7/1/2024	6/30/2027

*Professional Corporation License Number assigned by DIR March 27, 2015

Please note that effective August 1, 2016, we are required to submit certified payrolls for all Prevailing Wage projects via eCPR. In order to upload certified payrolls to the State's website, the project's DIR number is necessary. Please complete the Prevailing Wage and Accounts Payable Information Request form and return it to our office at your earliest convenience.

If you find the proposed scope of work and fees satisfactory, it is our understanding that the district will issue a professional services agreement for our execution and a purchase order as an authorization to proceed.

We thank you for your consideration of Earth Systems for this project. Please feel free to contact the office at your convenience if you have any questions or require additional information.

Sincerely,

Earth Systems Pacific

Amir Khodadadi, PE C87298
Managing Principal

Attachments:
Scope of Anticipated Services and Cost Estimate Worksheet
Work Order
Terms of Service
Prevailing Wage and Accounts Payable Information Request
January 2026 Fee Schedule

EARTH SYSTEMS
48511 Warm Springs Boulevard, Suite 210 | Fremont, CA 94539 | (510) 353-3833 | www.earthsystems.com

WORK ORDER

EARTH SYSTEMS PACIFIC ("CONSULTANT") AND CLIENT AGREE TO A WORK ASSIGNMENT FOR EARTH SYSTEMS PACIFIC AS FOLLOWS:

Date: June 5, 2026
(Revised June 8, 2026)

Proposal Number: FRE-26-06-002
Doc. Number: 2606-007.PRP.REV1

Name of Project: Clyde L. Fischer Middle School – New Portable Classrooms and Parking Lot

Order Received by: Amir Khodadadi

Client Name: Alum Rock Union Elementary School District, Attn: Dale Grogan

Client Address: 2888 Ocala Ave., San Jose, CA 95148

Location of Project: 1720 Hopkins Drive, San Jose, California

Scope of Services: Construction Inspection and Testing Services

Fees to be Charged: *Time and Materials per Earth Systems Pacific January 1, 2026 Fee Schedule.
Estimated Fee of **$29,873.00**

I have read and agree to all terms of this document, including the attached terms for services (7/2017).

AGREED TO AND ACCEPTED:

Alum Rock Union Elementary School District
Client (Party responsible for payment)

Earth Systems Pacific

Amir Khodadadi
Amir Khodadadi, PE C87298
Vice President

June 8, 2026
Date

Eric Wasinger
by Authorized Representative (please print)

Signature and Title

6/8/2026
Date

PLEASE RETURN A SIGNED COPY TO EARTH SYSTEMS PACIFIC

408-928-6987
Telephone Number

How would you like to receive invoices?
Mail ☐ Email ☑

eric.wasinger@arusd.org
Mailing/Email Address

IF THE CLIENT DOES NOT OWN THE PROPERTY, PLEASE FILL IN THE PROPERTY OWNER'S NAME AND ADDRESS:

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

*Rates are subject to change due to changes in prevailing wage law or its application. In the event that it is determined or alleged that Prevailing Wage Law applies to any additional aspect of the project, the client agrees to pay Earth Systems Pacific (Consultant) any and all additional compensation necessary to adjust Consultant's wage, to pay any penalties that may be levied against Consultant due to alleged noncompliance with the Prevailing Wage Law, and to pay for apprentices, supervision, certified payrolls, and other administrative costs as necessary to comply with Prevailing Wage Law. In the event that work thought to be subject to prevailing wage is determined not to be subject to prevailing wage, no refund of fees will be given. **January 2026 Fee Schedule**

Anticipated Scope of Services & Cost Estimate

Project: Fischer Middle School

Date: 6/8/2026

Client: Alum Rock Union Elementary School District

Proposal No.: FRE-26-06-002

(This will be a "Prevailing Wage" Project)

DSA Masonry, Shotcrete and NDT (PW)	PW Hourly Rate (Group 1 & 2)	$170.00	minimum 4 hour billing increments
CWI & Special Inspector, (PW)	PW Hourly Rate (Group 1 & 2)	$170.00	minimum 4 hour billing increments
Technician (PW)	PW Hourly Rate (Group 3 & 4)	$155.00	minimum 4 hour billing increments
CWI Inspector (Non-PW)	Hourly Rate--Special Inspector	$135.00	minimum 2 hour billing increments
Special Inspector (Non-PW)	Hourly Rate--Special Inspector	$135.00	minimum 2 hour billing increments
Technician (Non-PW)	Hourly Rate--Technician	$120.00	minimum 2 hour billing increments
Mileage (per mile)	Mileage (per mile)	$1.00	

Construction Inspection and Testing Services

Geotechnical Observation and Testing Services	*Personnel*	Trips	Hours or Units	Total	Rate	unit	Fee
Compaction Testing - AC Pavements SG/BG	***Technician, PW***	10	4	40	$155.00	hr.	$6,200.00
Compaction Testing - Flatwork SG/BG	***Technician, PW***	5	4	20	$155.00	hr.	$3,100.00
Compaction Testing - Utility Trench Backfill	***Technician, PW***	6	4	24	$155.00	hr.	$3,720.00
Compaction Testing - Offsite Street Repairs	***Technician, PW***	2	4	8	$155.00	hr.	$1,240.00
Asphalt Observation/Compaction Testing	***Technician, PW***	1	8	8	$155.00	hr.	$1,240.00
Soil Sample Pickup/Delivery Lab	***Technician***	4	2	8	$120.00	hr.	$960.00
Nuclear Gauge	**(Equipment)**		100	100	$15.00	hr.	$1,500.00
Mileage		28	700	700	$1.00	mi.	$700.00
						Subtotal	**$18,660.00**

Special Inspection	*Personnel*	Trips	Hours or Units	Total	Rate	unit	Fee
Material Identification and Tagging - Rebar	***Technician, PW***	2	4	8	$135.00	hr.	$1,080.00
Batch Plant Inspection (local bay area)	***Technician, PW***	2	2	4	$135.00	hr.	$540.00
Concrete Sampling	***Technician, PW***	2	4	8	$155.00	hr.	$1,240.00
Sample Pickups - Raber/Concrete Specimens	***Technician, PW***	2	2	4	$120.00	hr.	$480.00
Mileage	***Technician, PW***	1	8	8	$1.00	hr.	$8.00
						Subtotal	**$3,348.00**

Laboratory Testing	Units	Total	Rate	unit	Fee
AC, Specific Gravity, Theretical Maximum, Rice Method	1	1	$195.00	ea.	$195.00
Maximum Density and Optimum Moisture: 4" Mold	2	2	$345.00	ea.	$690.00
Maximum Density and Optimum Moisture: 6" Mold	2	2	$345.00	ea.	$690.00
Rebar Testing	2	2	$190.00	ea.	$380.00
Cocnrete Cylinder Testing	2 Sets	10	$50.00	ea.	$500.00
				Subtotal	**$2,455.00**

Reports and Project Management	*Personnel*	Units	Rate	unit	Fee
Project Management, Special Inspection & Materials Review	***Principal Professional***	10	$280.00	hr.	$2,800.00
Project Coordination	***Field Services Supervisor***	10	$140.00	hr.	$1,400.00
Administrative (Reports, DFRs, etc.)	***Technical Assistant***	5	$130.00	hr.	$650.00
Final Report (Laboratory Verified Report Form DSA 291 & 293)		1	$560.00	ea.	$560.00
				Subtotal	**$5,410.00**

Estimate Total: **$29,873.00**

EARTH SYSTEMS

Northern California | Fremont | Hollister | Salinas | www.earthsystems.com

FEE SCHEDULE – DSA/OSHPD

(Effective January 1, 2026)

This schedule presents rates for professional and technical services in the fields of geotechnical engineering, engineering geology, environmental consulting, construction observation and testing, and special inspection. Listed are charges for services most frequently performed by Earth Systems. Additional services not listed are available and can be discussed upon request; fixed-fee quotes for some services can also be provided upon request. To discuss a scope of work and fees for a specific project, please contact our office.

PERSONNEL	Hourly Rate
Principal Professional	$280.00
Associate Professional	$240.00
Senior Professional	$220.00
Project Professional	$185.00
Staff Professional	$160.00
DSA Masonry, Shotcrete and NDT	$170.00
CWI & Special Inspector, Prevailing Wage*	$170.00
Technician, Prevailing Wage*	$155.00
Field Services Supervisor	$140.00
CWI Inspector	$135.00
Special Inspector	$135.00
Technical Assistant	$130.00
Technician	$120.00
Clerical/Administrative	$110.00

* Technician/Inspector Classifications as defined by the State of California Department of Industrial Relations.

BASIS OF CHARGES

1. The prevailing wage (PW) rates presented herein are based on current rates established by the Department of Industrial Relations (DIR). If, during the course of the project, prevailing wage rates are increased by DIR, rates are subject to adjustment.
2. Field services for regular work days are subject to a 4-hour minimum charge, and billed in 4-hour increments.
3. Work performed on Saturdays, night work, and for premium hours (before 7 a.m., after 5 p.m. or more than 8 hours in one day) for personnel are at time and one-half; Sundays and holidays are at double time. Also, please note requirements concerning overtime, shift work, travel time, holidays, and other factors can vary for different classifications of work under prevailing wage regulations.
4. A 2-hour cancellation charge applies if scheduled inspection or testing is cancelled after 4 p.m. the day prior to the scheduled work.
5. Mileage is invoiced at a rate of $1.00/mile (portal-to-portal).
6. Nuclear density gauge charge: $15.00/hour.
7. Weekly special inspection report charge: $130.00
8. Subcontracted services, materials, rental equipment, out of town travel, and expenses are charged at cost plus 20 percent. Fixed per diem rates for specific projects can be provided upon request.
9. Report copies: $30.00 each (minimum). Posting of electronic documents to project websites will be charged at clerical/administrative services rate.
10. Projects where State regulations require electronic submittal of Certified Payroll to DIR for prevailing wage will be assessed a fee of $110.00/week. Additional time required to address specific requests related to DIR/Labor Compliance will be charged at the clerical/administrative services rates.
11. Invoices are payable upon presentation. Invoices thirty days past due are subject to a service charge of one and one-half percent per month. Payments using a credit card will be assigned a 3% surcharge.
12. Rates are effective through June 30, 2026.

EARTH SYSTEMS

FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2026)

BASIS OF CHARGES

Rates for field work such as materials sampling, construction inspection, and field evaluation will be in accordance with the Personnel Rates listed in the basic Fee Schedule. The below listed rates apply to standard ASTM test methods. An additional hourly charge ($120.00 hr.) will be applied for cutting, capping, or other preparation of non-standard samples and, where noted, for steel samples.

SOILS

All prices are based on California and Modified California sample sizes (2" – 2.5" diameter) unless noted otherwise. Preparation of 3" diameter samples add $20.00. Testing of contaminated soil will be per quote. Samples will be returned to sender for proper disposal.

Atterberg Limits: Liquid Limit or Plastic Limit	$165.00
Atterberg Limits: Plasticity Index	$280.00
California Bearing Ratio, 3 points; incl. ref maximum density	$705.00
California Bearing Ratio, 9 points; incl. ref maximum density	$950.00
Consolidation, one dimensional	$270.00
Consolidation, timed, per point	$105.00
Basic Corrosivity w/out Rpt (pH, Sulfate, Chl., Resistivity)	Per Quote
Direct Shear, 3 points minimum	$320.00
Expansion Index Test	$240.00
Maximum Density and Optimum Moisture: 4" Mold	$345.00
Maximum Density and Optimum Moisture: 6" Mold	$345.00
Maximum Density and Optimum Moisture: California Impact	$355.00
Moisture and Unit Weight Determination, from Ring Samples	$55.00
Moisture Only	$45.00
Permeability Tests, constant head or falling head	Per Quote
R-Value	$330.00
R-Value, CA State Hwy/set of 3, Cement, Lime, Other addts	$985.00
Hydro Collapse Potential	$170.00
Sieve/Hydrometer Analysis, Assumed specific gravity, w/200 wash	$325.00
Sieve Analysis, Aggregate Base/Subbase	$235.00
Sieve Analysis 200 wash only	$140.00
Sieve Analysis with wash	$235.00
Sieve Analysis, Oversize Material	$260.00
Specific Gravity	$185.00
Swell Test, undisturbed	$220.00
Swell Test, remolded	$245.00
Unconfined Compressive Strength, untreated	$190.00
Unconfined Compressive Strength, lime or cement treated mtrl (each)	$190.00

THERMAL RESISTIVITY TESTS

Concrete, 1 pt w/moisture content (req spcl collection proc)	Per Quote
Field Testing using Thermal Resistivity Meter	Per Quote
Soil, per moisture point, per sample	Per Quote
Soil, 3 moisture points with dry-out curve, per sample	Per Quote

CONCRETE AGGREGATE

Abrasion, L.A. Rattler, 100 and 500 revolutions, ASTM C131 (Small Size Aggregate)	$315.00
Abrasion, L.A. Rattler, 100 and 500 Revolutions, ASTM C535 (Large Size Aggregate)	$565.00
Absorption, Coarse Aggregate	$270.00
Absorption, Fine Aggregate	$270.00
Clay Lumps and Friable Particles in Aggregate	$140.00
Cleanness Value of Coarse Aggregate	$200.00
Crushed Particles, each size	$155.00

FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2026)

CONCRETE AGGREGATE (Cont.)

Durability Index, Coarse or Fine Aggregate	$215.00
Flat and Elongated Particles in Aggregate	$130.00
Organic Impurities in Fine Aggregate	$115.00
Potential Reactivity of Aggr by Chemical Method, ea size	Per Quote
Sand Equivalent	$185.00
Sieve Analysis, washed	$235.00
Soundness, Sodium Sulfate, 5 cycles	$520.00
Specific Gravity, Coarse Aggregate	$155.00
Specific Gravity, Fine Aggregate	$305.00
Uncompacted Void Cntnt of Fine Agg Angularity, w/fine Agg SG	$295.00
Unit Weight of Aggregate	$155.00

CONCRETE CYLINDERS, BEAMS AND CORES

Compression Test of Cast Cylinders per cylinder	$50.00*
Compression Test of Cast Cylinders per cylinder (6X12)	$60.00*
Compression Test of Cored Samples, cored at laboratory	$125.00
Compression Test of cores delivered by others	$105.00
Compression Test of Lightweight Concrete	$55.00*
Density of Concrete Cylinders	$85.00
Density of Hardened Concrete	$110.00
Flexural Strength, Simple Beam with Third Point Loading	$195.00
Grading of Shotcrete Cores	$490.00
Sample Storage, monthly per sample	$50.00
Shrinkage, set of 3	$405.00
Unit Weight of Lightweight Concrete	$165.00
Enviro. Recycling Fee, per cylinder, core or beam	$2.00
Enviro. Recycling Fee, per flex beam	$5.00
Enviro. Recycle Fee/Form Stripping, per Shotcrete Panel/Beam	$70.00

MASONRY

Absorption of Block, set of 3	$270.00
Compression Test, 2" x 4" Mortar Cylinders	$50.00*
Compression Test, 3" x 3" x 6" Grout Samples	$65.00*
Compression Test on Block, set of 3	$270.00
Compression Test on Grouted Prisms, includes cutting	$205.00*
Compression Test on Masonry Cores	$90.00
Coring of Grouted Masonry by Subcontractor	cost + 20%
Masonry Shrinkage, set of 3	$305.00
Moisture Content of Block as received, set of 3	$155.00
Shear Test on Masonry Cores, 2 faces	$195.00
Specific Gravity and Unit Weight of Block, set of 3	$230.00
Enviro. Recycling Fee, per masonry prism	$5.00
Enviro. Recycling Fee, per mortar or grout sample	$7.00

* *Includes formal report of test results following 28-Day tests.*

FIREPROOFING

Fireproof Bond Test	Per Quote
Fireproofing Density Test (1)	$130.00

ASPHALT CONCRETE

Bulk Specific Gravity of Compacted Specimens and Core Samples	$85.00
Compaction of Lab Samples, CA Kneading Compactor, set of 3	$245.00
Compaction of Lab Samples, CA Kneading Compactor, set of 5	$405.00

FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2026)

ASPHALT CONCRETE (Cont.)

Compaction of Lab Spls, Mrshl Mthd set of 3 –(50 blows/side)	$265.00
Compaction of Lab Spls, Mrshl Mthd set of 3 –(75 blows/side)	$290.00
Extraction of Oil from A.C. Mixtures	Per Quote
Extraction of Oil from Rubberized Mixtures	Per Quote
Gyratory Compactor, per set of field mixed asphalt	$500.00
Hamburg Wheel Tracker Test, per set of field mixed asphalt	$895.00
Ignition Oven Binder Cntnt, after initial corr value is det	$280.00
Ignition Oven Binder Cntnt Corr Value /mix design, ave of 3	$855.00
Ignition Oven Gradation Correction Value, per mix design	Per Quote
Moisture Content	$55.00
Sieve Analysis of Extracted Aggregate	$290.00
Sieve Analysis of Ignition Oven Residue	$275.00
Specific Gravity, Theoretical Maximum, Rice Method	$195.00
Stability and Flow, Marshall Apparatus, set of 3	$310.00
Stabilometer, Hveem S-Value, set of 3	$355.00
Enviro. Recycling Fee, per sample	$2.00
Enviro. Recycling Fee for Extracted Oils	$50.00

REINFORCING AND STRUCTURAL STEEL

Bend Test of Welded Specimen, sample preparation not incl	$85.00
Pipe Flattening Test, sample preparation not included	$80.00
Reinforcing Steel Coupler Tensile and Slip Tests	$255.00
Structural Steel Bend Test, sample preparation not included	$85.00
Structural Steel Machining/Sample Preparation	cost + 20%
Structural Steel Tensile Test, sample prep not included	$85.00
Tensile and Bend Tests of Reinforcing Bar, #2 through #9	$210.00
Tensile and Bend Tests of Reinforcing Bar, #10 through #18	Per Quote
Enviro. Recycling Fee, per sample	$2.00

BOLT TESTS

Bolt Tests, chemical or mechanical	cost + 20%

WELDER QUALIFICATION

AWS D1.1: 3/8" Plate, per position	Per Quote
AWS D1.1: 1" Plate, per position	Per Quote
AWS D1.3: Sheet Steel	Per Quote
AWS D1.4: Reinforcing Bar	Per Quote
ASME/API Pipe Sections	Per Quote

EQUIPMENT/CHARGES (Does Not Include Personnel)

110-volt Portable Electric Generator	$120.00/day
Anchor Pull Test Equipment	$30.00/hr.
Bailer (disposable) w/dedicated rope	$40.00/ea.
Concrete and Asphalt Concrete Coring Equipment	cost + 20%
Concrete Slab Moisture Transmission Kit	$50.00/ea.
Conductivity Meter	cost + 20%
Cut-Off Saw	$95.00/day
Double Ring Infiltrometer (per set)	$170.00/day
Drum Dolly	$45.00/day
Drums	$95.00/ea.
Dynamic Cone Penetrometer (DCP)	$150.00/day
Dynamometer, In-line Scale	Per Quote
Hammer Drill	cost + 20%
Hand Auger/Sampler Equipment	$70.00/day
Lock n, Load VOC Sample Pres. Sys.	$40.00/ea.

FEE SCHEDULE – DSA/OSHPD – MATERIALS TESTING

(Effective January 1, 2026)

EQUIPMENT/CHARGES (Cont.) (Does Not Include Personnel)

Magnetic Particle Equipment	$200.00/day.
Non-Destructive Testing Equipment	$50.00/hr.
Manometer	$160.00/day
Mini-Troll Groundwater Level Transducer	$120.00/day
Mobile Laboratory	Per Quote
Nuclear Density Equipment	$15.00/hr.
Paint Thickness Meter	Per Quote
Vehicle with Percolation Tank System	$265.00/day
Personal Protective Equipment Level C	Per Quote
Pile Driving Equipment (for pile load testing)	Per Quote
Pile Load Testing Equipment	Per Quote
Pulse Velocity Meter	Per Quote
Rebound Hammer (Schmidt Hammer)	$85.00/day
Reinforcing Steel Locating Equipment (DR-Meter)	$220.00/day
Relative Humidity Meter	$100.00/day
Off Road Vehicle	Per Quote
Safety and Specialty Equipment	Per Quote
Sampling Consumables	Per Quote
Skidmore Bolting Calibration Equipment	$255.00/day
Slope Inclinometer Equipment, per hole	Per Quote
Soil Sampling Containers (metal)	$30.00/ea.
Soil Sampling Containers (glass)	$15.00/ea.
Tape Extensometer	Per Quote
Tension Equipment	$215.00/day
Torque Wrench	$100.00/day
Tubidity Meter	$100.00/day
Water Level Indicator	$60.00/day
Windsor Probe, set of 3	Per Quote
Per Diem	Per Quote
DIR Compliance/eCPR, per week	$110.00
DSA Box Posting, ea.	$130.00
DSA Lab Compliance, per week	$130.00
Vehicle Mileage Charge	$1.00

EARTH SYSTEMS

EXPERT WITNESS SERVICES

(Effective January 1, 2026)

The following rates apply to deposition testimony, arbitration testimony, hearings and court appearances.

HOURLY CHARGES FOR PERSONNEL

Principal Professional	$400.00
Associate Professional	$300.00
Senior Professional	$250.00
Clerical/Admin Services	$110.00

SPECIAL SERVICES

Deposition	$400.00/hr.[2]
Arbitration	$400.00/hr.
Court Appearance/Hearings	$1,500.00/half day[3]
Standby to Appear	$750.00/day[4]

BASIS OF CHARGES

1. Hourly rates are charged during investigation, analysis, consultation, and preparation services.

2. Estimated deposition fee payable in advance by party requesting deposition. The difference between advance payment and final fee to be billed or refunded in accordance with the fee and billing information in this schedule. Fee for reviewing deposition transcript will be billed at hourly rates to the party requesting the review.

3. Minimum half day charge will apply to court appearances and hearings. Time extending through the noon hour will be subject to the full day charge of $3,000.00.

4. Days, or portions thereof, reserved for appearances at hearings, court, or arbitrations, during which we are not required to be away from our offices will be subject to a standby charge of $750.00. Standby at other locations will be charged at the general hourly rates.

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 25, 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 25, 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: _____

Alum Rock Union Elementary School District
June 25, 2026 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

SCHOOL/ DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Emily McChristian	08/01/2026- 06/30/2029	Bay Area Women's Sports Initiative (BAWSI)	No Cost	BAWSI will provide during and after school fitness and confidence building programs for girls in grades 2-8 and students with disabilities for school years '26-'27, '27-'28, and '28-'29. Programming includes leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities. Funding: General or Restricted
Business Services Teresa DeCelles	07/01/2026- 06/30/2027	STRL Corp. DBA: Ryland Strategic Business Consulting	$49,500.00	Ryland SBC will provide general financial planning and business services as needed; fiscal viability, analyze long-term cash flow schedules; and presentations to the Board. Funding: General
Human Resources Cesar Torrico	2/27/2026- 06/30/2030	Teach for America, Inc	$20,000.00	Hiring additional teachers through TFA; change not to exceed amount from $30K to $50K. Funding: General
Information Technology Support Services Brett Littrell	07/01/2026- 06/30/2029	Fiber Upper Holdings, LLC	$27,500.00	Fiber Upper Holdings, LLC D/B/A: Fiber AssetCo LLC, known as Crown Castle, provides fiber optic networking from the district. This network is vital the functioning of the schools and provides the following services: Phones, Internet Access, Safety Alerting, Alarms, Bells and Whistle, site video monitoring. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

M.O.T. Eric Wasinger	07/01/2025- 06/30/2026	Axiom Communications Systems	$25,207.63	Increase the amount by $25,207.63 to CO-268032 to pay invoice no.3295 for installing cabling and speaker clock for DCP and connecting to the Ocala Valcom PA system. Board approved June 26, 2025. Provide services and repairs on all fire alarm, security, and PA intercoms. Funding: Restricted
M.O.T Eric Wasinger	06/26/2026- 06/30/2026	Cal West Fence, INC	$87,243.00	Cal West Fence will provide service to furnish and install security and install security fence and gates at LUCHA Elementary and San Antonio Elementary School. Funding: Restricted
M.O.T. Eric Wasinger	07/01/2025- 06/30/2026	Precision Communications Systems	$30,000.00	Increase the amount of $30,000.00 to CO-268038 to pay outstanding invoices and the remainder of the fiscal year. During the current school year's annual fire alarm inspection, several unforeseen fire alarm issues were found that needed to be addressed promptly. Board approved June 26, 2025. Service provide on fire alarm inspection and maintenance services. Funding: Restricted
M.O.T Eric Wasinger	05/29/2026- 06/30/2026	Restoration Management Company	$64,973.97	Ratify-Restoration Management Company will provide repair and replacement services in the Storage Room and Computer Room at Hubbard Media Arts due to the Fire Damage. Funding: General
Special Education Anthony Colonna	12/19/2026- 12/31/2026	Center for Speech Learning	No Cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	01/30/2026- 12/31/2026	Bird Kern Dalmia	No Cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable
Special Education Anthony Colonna	02/25/2026- 12/31/2026	Mind by Design	No cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable
Special Education Anthony Colonna	02/13/2026- 12/31/2026	Positive Solutions	No Cost	Extension of time for contractor to complete IEE evaluations. Funding: Not Applicable
Special Education Anthony Colonna	06/28/2026- 06/30/2027	Juniper Psychology Group	$7,000.00	Juniper Psychology Group will conduct a comprehensive IEE evaluation per parent request. Funding: Restricted
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	YMCA Project Cornerstone	$13,283.00	Project Cornerstone will support ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including Asset Building Champions (ABC), Los Dichos and SEL Program (Social and Emotional Learning). Funding: General
Student Support Services Dr. Kiela Jimenez	07/01/2026- 06/30/2027	Silicon Valley Education Foundation	$45,000.00	SVEF will provide the Elevate [Math] program for incoming 3rd-6th grade students who are nearly meeting their grade-level math standards. The [CSI] program blends hands-on coding with critical discussion about AI's impact, ethics, and careers in technology. Serving up to 840 students. Funding: Restricted

Docusign Envelope ID: 5720C03A-B1AE-8C22-81E3-71D9505B1DAD

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Academic Services (School/Dept.) VENDOR NO. 21035

Submitted by: Emily McChristian

☑ **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: Bay Area Women's Sport Initiative- BAWSI

Address: 2635 N. First Street, Suite 149 City: San Jose State: CA Zip: 95134

Phone: (408) 247-2544 Email Address: courtney@bawsi.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 1, 2026, and will diligently perform as required and complete performance by June 30, 2029, 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").
BAWSI will provide during and afterschool fitness and confidence building programs for girls in grades 2-8 and students with disabilities for school years '26-'27, '27-'28, and '28-'29. Programming includes leadership opportunities, confidence building, sports/fitness activities, and field trip opportunities to local colleges/universities.

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 (describe rate agreement) NOT TO EXCEED $10,000 PER SITE

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	1000	000000	310	7221	MASTER	MW 5/27/26
											JOB

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: 5720C03A-B1AE-8C22-81E3-71D9505B1DAD

BAWSI Bay Area Women's Sports Initiative

Play.
Lead.
Succeed.

Bay Area Women's Sports Initiative (BAWSI)
Programs – Scope of Work
ARUSD Multi-Year Contract
Covering School Years (2026-2027, 2027-2028, 2028-2029)

BAWSI's Mission, as a nonprofit organization, is to mobilize the women's sports community to engage, inspire and empower girls in under-resourced neighborhoods and children with disabilities.

BAWSI Girls is a free afterschool program that introduces 2nd-5th grade girls to physical activity, sports, and leadership through fun games that build fitness, motor coordination, and confidence.

- BAWSI Girls will accept up to 65 girls and will meet afterschool for 8 sessions in the Fall and another 8 sessions in Spring.
- Each session is 1 hour 15 min for all 2nd-5th grade girls with an additional 15-minute leadership session for participating 5th graders at the end each session.
- Stations will focus on goal setting, teamwork, healthy competition in sport, sports specific skills, and leadership development.
- BAWSI Girls will have the opportunity to attend a field trip to a local university or college to watch a women's collegiate sporting event and participate in a pregame sports clinic at the university / college.
- Schools are responsible for reserving buses and organizing school chaperones. The cost of the bus will be covered by BAWSI.

BAWSI Rollers is a free, in school program that provides fun, adaptive physical activities for girls and boys with physical, cognitive, and hearing disabilities, creating inclusive spaces focused on ability, confidence, and belonging.

- BAWSI Rollers works directly with lead SDC teachers and requires a minimum of one certified/classified teacher per class be present during every session.
- There will be 8 sessions in the Fall and another 8 sessions in the spring.
- Each session will be 1 hour in duration.

BAWSI Middle School is an enrichment and sport program for girls in 6th-8th grade that builds sports participation, leadership development, college exposure, and career exploration.

- The middle school program will engage all 6th-8th grade girls.
- This sport and leadership program will take place both during school hours and after school hours.
- There will be a focus on leadership development, introduction to and skill development for a variety of sports offered through the school, BAWSI partners, and BAWSI programming.

2635 N First Street, Suite 149
San Jose, CA 95134
408.247.2544
bawsi@bawsi.org

Docusign Envelope ID: 5720C03A-B1AE-8C22-81E3-71D9505B1DAD

- There will be an opportunity for the girls to participate in and attend a field trip to a local university or college to tour the campus, participate in activities and meet collegiate athletes.
- There will be an opportunity for the girls to participate in and attend a field trip to local corporate or other employment community partner, tour the facilities, learn about the corporation / employer, and hear from leaders and employees of all levels and departments.
- Schools are responsible for reserving buses and organizing school chaperones, BAWSI will cover the cost of the bus.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Business Services (School/Dept.) VENDOR NO. 21752

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: STLR Corp. dba: Ryland Strategic Business Consulting

Address: P.O. Box 162 City: Loomis State: CA Zip: 95650

Phone: (916) 652-7165 Email Address: TERRI@RYLANDSBC.COM

SSN: _____ or Fed I.D. #: 46-1379769

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").
Ryland SBC will provide general financial planning and business services as needed; assist with business office assistance, training, budget develop; year-end closing; fiscal viability, analyze long-term cash flow schedules; and presentations to the Board.

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

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

X b. **Other:** $49,500.00 (describe rate agreement) NTE $49,500.00

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	0000	7200	000000	400	7200	$49,500.00	M.N 6/10/25

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

Ryland | STRATEGIC BUSINESS CONSULTING

RYLAND STRATEGIC BUSINESS CONSULTING CONTRACT

This contract is made by and between STLR Corp, dba RYLAND STRATEGIC BUSINESS CONSULTING (Contractor) and the ALUM ROCK UNION SCHOOL DISTRICT. Contractor will provide financial and business office services (described more specifically below) as needed and directed by District staff. In consideration of the services provided, the ALUM ROCK UNION SCHOOL DISTRICT will pay to Contractor hourly fees of $195 for professional services and for travel time. All charges, including expenses, will be approved by the Superintendent or designee of the ALUM ROCK UNION SCHOOL DISTRICT. Expenses are defined as actual, out-of-pocket expenses, such as lodging, meals, telephone charges, express or overnight mail charges, etc. The District will be billed on a monthly basis for fees and expenses, not to exceed $49,500. The term of this contract is through June 30, 2027.

RYLAND STRATEGIC BUSINESS CONSULTING will provide general financial planning and business services to ALUM ROCK UNION SCHOOL DISTRICT and its districts which may include but are not limited to the following: business office assistance and training; budget development; year-end closing of the books; general financial analysis as needed for negotiations; charter school petition evaluation and fiscal viability analysis; documentation of procedures; development of financial strategies and analysis related to growth or decline; recommendations for board policy; preparation or review of short-term and long-term cash flow schedules; and presentations to the governing board.

It is expressly understood and agreed to by both parties that the Contractor, while carrying out and complying with any of the terms and conditions of this agreement, is a corporation licensed in California and not an employee of the District. This contract may be terminated by either party with 30 days' notice. In the case of early termination, ALUM ROCK UNION SCHOOL DISTRICT will be entitled to completion of all work in progress at its option, and RYLAND STRATEGIC BUSINESS CONSULTING will be entitled to payment in full of all expenses and fees incurred.

AGREED:

_____
Sandra Garcia, Interim Superintendent
ALUM ROCK UNION SCHOOL DISTRICT

_____
Date

s/ C. M. Dominico
Cathleen M. Dominico, President
RYLAND STRATEGIC BUSINESS CONSULTING

6/11/2026
Date

P. O. Box 162, Loomis, California 95650
Office (916) 652-7165 Fax (916) 652-7168 www.rylandsbc.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING
JUN 16 26 PM3:1

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 269385

Original P.O Amount $_____ Contract Original Amount $30,000

Vendor Name: Inc Teach for America Vendor No. 16896

Please check:

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

CONTRACTS ONLY

Change Orders:
Contracts Original Amount $30,000
Change Order #: 1 $20,000
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $50,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	010	0000	0	5815	00	1110	1000	000000	600	1000	$20,000	

M. Preiksa 6/16/26

Reason for Adjustment:
Hiring additional teachers through TFA; change not to exceed amount from 30K to 50K

School/Dept.: Human Resources Requested by: Missy Preiksa

Approval: _____ 6/15/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

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

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

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

B. Certification and Credentialing Services.

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

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

V. GENERAL PROVISIONS

A. Fees-for-Service.

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

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

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

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

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

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

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

Missy Preiksa <melissa.preiksa@arusd.org>

Fwd: MY 269385 TEACH FOR AMERICA

1 message

Cesar Torrico <cesar.torrico@arusd.org> Mon, Jun 1, 2026 at 10:32 AM
To: Missy Preiksa <melissa.preiksa@arusd.org>

Hi Missy,

I would like to increase the amount for the TFA contract. We set it at 30,000. We should increase it to 50,000 as we have some unfilled openings at Sheppard for Math and Science.

Cesar

---------- Forwarded message ---------
From: **Purchasing Department** <purchasing@arusd.org>
Date: Tue, Mar 31, 2026 at 2:51 PM
Subject: Fwd: MY 269385 TEACH FOR AMERICA
To: xavier.buster@teachforamerica.org <xavier.buster@teachforamerica.org>
Cc: Missy Preiksa <melissa.preiksa@arusd.org>, Cesar Torrico <cesar.torrico@arusd.org>

Hello,

Attached is the Board approved contract for Teach For America. This contract was approved on February 26, 2026. Please keep this contract for your records no hard copies will be sent.

Please reference MY 269385 in all correspondence.

Thank you.**NOTICE TO VENDORS**
TO ENSURE PROPER FISCAL YEAR-END PROCESSING, PLEASE COMPLETE ALL DELIVERIES TO OUR DISTRICT WAREHOUSE BY: FRIDAY, MAY 22, 2026.

~ Purchasing Department ~

408-928-6845

All deliveries go to the district warehouse, building 600.
Warehouse hours are: Monday - Friday, 7:00 a.m. to 3:00 p.m. Please advise your carriers. Contact number: (408) 928-6972.

ALL invoices should be mailed to the A/P department or emailed to accounts.payable@arusd.org

Thank you and have a great day.

2410_001.pdf
2917K

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Information Technology Support SVCS (School/Dept.) VENDOR NO. 023082

Submitted by: Brett Littrell, Chief Technology Officer

☐ **Independent Contract** ☐ **MOU**

☐ Master Contract

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

Name of Individual/Company: Fiber Upper Holdings, LLC D/B/A: Fiber AssetCo LLC, (know as Crown Castle),

Address: 1800 West Park Drive, 2nd Floor City: Westborough State: WA Zip: 01581

Phone: (_____) Email Address: Douglas.Wagner@zayo.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, 2029, 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").
Fiber Upper Holdings, LLC D/B/A: Fiber AssetCo LLC, known as Crown Castle, provides fiber optic networking from the dis-trict. This network is vital the functioning of the schools and provides the following services: Phones, Internet Access, Safety Alerting, Alarms, Bells and Whistle, site video monitoring.

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:** $82,500.00 (describe rate agreement) $82,500.00 for 3 years, $27,500.00 yearly, $2,291.66 monthly

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	5910	00	0000	8100	000000	450	8110	$27,500.00	

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

CROWN CASTLE

Order Form

Order Type: Renewal
SO # 2026-144967

Licensee or Customer Contact Detail

Licensee or Customer	**Alum Rock School District**			
Address & Contact	**Address**	2930 GAY AVE		
	City, State	SAN JOSE, CA 95127		
	Phone	(408) 928-6800	**Fax**	(000) 000-0000
Billing Address & Contact	**Name**	ALUM ROCK SCHOOL DISTRICT	**Email**	
	Billing Address	2930 GAY AVE	**Phone**	
	City, State	SAN JOSE, CA 95127	**Fax**	
Technical Contact	**Name**	Brett Littrell	**Primary Phone**	(408) 928-6800
	E-mail	brett.littrell@arusd.org	**Alternate Phone**	

Product Detail

Ethernet #1	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265899		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	1711 E San Antonio St, 1st Floor, San Jose, CA 95116					

Ethernet #2	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265901		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	480 Rough & Ready Rd, 1st Floor, San Jose, CA 95127					

Ethernet #3	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265904		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	3311 Lucian Ave, 1st Floor, San Jose, CA 95127					

Ethernet #4	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265917		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	1720 Hopkins Dr, 1st Floor, San Jose, CA 95122					

Ethernet #5	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265907		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	2999 Ridgemont Dr, 1st Floor, San Jose, CA 95127					

Ethernet #6	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265905			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	1721 E San Antonio St, 1st Floor, San Jose, CA 95116						
Ethernet #7	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265912			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	2000 Kammerer Ave, 1st Floor, San Jose, CA 95116						
Ethernet #8	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265911			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	3720 E Hills Dr, 1st Floor, San Jose, CA 95127						
Ethernet #9	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265918			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	13901 Nordyke Dr, 1st Floor, San Jose, CA 95127						
Ethernet #10	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265916			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	1680 Foley Ave, 1st Floor, San Jose, CA 95122						
Ethernet #11	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265915			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	1290 Bal Harbor Way, 1st Floor, San Jose, CA 95122						
Ethernet #12	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%	
	Install Lead Time	**10 Days**					
			Existing Product ID	S265900			
Location A Product Details	**Handoff Type**	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	**Handoff Type**	10 Gbps					
Location Z	2475 Van Winkle Ln, 1st Floor, San Jose, CA 95116						
Ethernet #13	**Product Type**	Metro-E Advanced Private Line			**Total Bandwidth**	10Gbps	

	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265902			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	1970 Cinderella Ln, 1st Floor, San Jose, CA 95116						

Ethernet #14							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265906			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	1824 Daytona Dr, 1st Floor, San Jose, CA 95122						

Ethernet #15							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265908			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	100 Kirk Ave, 1st Floor, San Jose, CA 95127						

Ethernet #16							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265913			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	277 Mahoney Dr, 1st Floor, San Jose, CA 95127						

Ethernet #17							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265919			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	2800 Ocala Ave, 1st Floor, San Jose, CA 95148						

Ethernet #18							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265920			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	1241 Mcginness Ave, 1st Floor, San Jose, CA 95127						

Ethernet #19							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	
	Install Lead Time	10 Days					
			Existing Product ID	S265914			
Location A Product Details	Handoff Type	10 GigE					
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127						
Location Z Product Details	Handoff Type	10 Gbps					
Location Z	2050 Kammerer Ave, 1st Floor, San Jose, CA 95116						

Ethernet #20							
	Product Type	Metro-E Advanced Private Line			Total Bandwidth	10Gbps	
	MRC	$1,250.00	NRC	$0.00	Service Level	99.9%	

CROWN CASTLE

Order Form

Order Type: Renewal
SO # 2026-144967

	Install Lead Time	**10 Days**			
			Existing Product ID	S265909	
Location A Product Details	**Handoff Type**	10 GigE			
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127				
Location Z Product Details	**Handoff Type**	10 Gbps			
Location Z	2851 Gay Ave, 1st Floor, San Jose, CA 95127				

Ethernet #21	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265903		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	1300 Tallahassee Dr, 1st Floor, San Jose, CA 95122					

Ethernet #22	**Product Type**	Metro-E Advanced Private Line		**Total Bandwidth**	10Gbps	
	MRC	**$1,250.00**	**NRC**	**$0.00**	**Service Level**	99.9%
	Install Lead Time	**10 Days**				
			Existing Product ID	S265910		
Location A Product Details	**Handoff Type**	10 GigE				
Location A	2930 Gay Ave, 1st Floor, San Jose, CA 95127					
Location Z Product Details	**Handoff Type**	10 Gbps				
Location Z	500 Rough And Ready Rd, 1st Floor, San Jose, CA 95133					

Order Summary

Pricing & Contract Terms

	NRC *	MRC*
Ethernet	$0.00	$27,500.00
Total	**$0.00**	**$27,500.00**

*Pricing shown does not reflect applicable taxes and fees.

Salesperson	Jim Brown	**Term (Months)**	36
Client Service Mgr	Douglas Wagner		
Order Contact	Brett Littrell	**Contact Email**	brett.littrell@arusd.org
		Contract Renewal Start Date	

SPECIAL ORDER PROVISIONS

The Parties agree that upon the expiration of the thirty-six (36) month Term for the Products provided hereunder ("Initial Term"), Customer shall have the option to extend the term for two (2) additional one (1) year renewal terms (each an "Optional Renewal"), subject to the same terms and conditions under this Order Form. In order to exercise the Optional Renewal(s), Licensee must give Company written notice of intent to exercise no later than thirty (30) days prior to the expiration of the initial thirty-six (36) month term or any Optional Renewal thereafter. In the event that Licensee does not exercise the Optional Renewal, or provide Company with at least thirty (30) days' notice of intent to terminate, the term shall automatically extend on a month-to-month basis with no change in price.

ORDER ACCEPTANCE

This Order Form is entered into between Provider (or "Company") and Customer (or "Licensee") effective as of the date of the last signature below, and is subject to the provisions of the Master Telecommunications License Agreement or other master agreement between the parties dated **3/5/2021** ("Agreement"), which is incorporated herein by reference. In the event the date in the previous sentence is blank, or the Agreement is no longer in effect, then this Order Form will be governed by the "Crown Castle Terms and Conditions Version 7.0" available at https://www.crowncastle.com/terms-and-conditions ("Online Terms"). In addition, if Company and Licensee have not executed a Supplement or Service Level Agreement applicable to the type of product contemplated by this Order Form, then the product-specific portion of the Online Terms applicable to the product under this Order Form shall apply.

	Licensee or Customer	**Company or Provider**
	Alum Rock School District	**Crown Castle Fiber LLC**
Signature		Roberta M. Moreno
Name/Title		Roberta M. Moreno/ Contract Specialist III
Date		03.25.26

Docusign Envelope ID: BD4DFC30-6A3A-8456-8000-6117E2AB8B23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268032

Original P.O Amount $ _____ Contract Original Amount $ 50,000.00

Vendor Name: Axiom Communications Systems Vendor No. 300480

Please check:

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

CONTRACTS ONLY

Change Orders:
P.O. /Contracts Original Amount $ 50,000.00
Change Order #: 1 $ 25,207.63
Change Order #: _____ $ _____
Change Order #: _____ $ _____

New Contract Total $ 75,207.63
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	050	8150	0	5815	00	0000	8100	000000	450	8130	$25,207.63	

Reason for Adjustment:

Increase the amount by $25,207.63 to CO-268032 to pay invoice no. 3295 for installing cabling and speaker clocks for DCP and connecting to the Ocala Valcom PA system. Board approved June 26, 2025. Provide services and repairs on all fire alarm, security, and PA intercoms

School/Dept.: MOT-Maintenance Requested by: Connie Truong

Approval: _____ 6/17/26 Assistant Superintendent of Business Services
(for Contracts Only)

Signed by: Eric Wasinger
5F99BE4CF0F24F9...
Director/Program Manager

_____ Procurement Manager

Date Requested: 06/12/2026 Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 OR 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order No. CO 268032

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 300480 Phone: (408)872-2445
Fax: -
Email: allan@axiomalarms.com

TO: AXIOM COMMUNICATIONS SYSTEMS
915 BOULDER DR
SAN JOSE CA 95132

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
07/07/2025	MARIELA HEREDIA		FACILITIES		260056
TERMS	JUNE 26.25 FIRMS	FOB	ERIC WASINGER	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		******** SERVICE CONTRACT **********	50,000.00	50,000.00	000000
			AXIOM WILL PROVIDE SERVICE AND REPAIRS ON ALL FIRE ALARMS, SECURITY, AND PA INTERCOMS. ALSO INSPECT, TEST, MAINTAIN AND CERTIFY FIRE ALARM SYSTEMS. EMERGENCY RESPONSE SERVICE IS PROVIDED 24 HOURS A DAY, 7 DAYS A WEEK. NOT TO EXCEED $50,000.00 TERM: 07/01/2025 - 06/30/2026 BOARD APPROVED JUNE 26, 2025			
				Sub Total	50,000.00	
				Tax	0.00	
				Shipping & Handling	0.00	
				PO Total	50,000.00	

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders.

By _____ AUTHORIZED SIGNATURE

VENDOR COPY

Docusign Envelope ID: A2FDB2CA-DF98-8E97-82AB-2DFB8CF57CF2

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: Purchasing Contract No.: _____ Vendor No.: 300788

_____ (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: Cal West Fence, Inc.

Address: 12505 Sycamore Avenue City: San Martin State: CA Zip: 95046

Phone: (408)695-0015 Email: diery@calwestfence.com

SSN: _____ Fed I.D. #: 82-4027570

CONTRACT TERM: start dates June 26, 2026 end date 06/30/2026

CONTRACTOR'S OBLIGATION:

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

Cal West Fence will provide service to furnish and install security fence and gates at LUCHA Elementary and San Antonio Elementary School.

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:** $ 87,243.00

Describe other related costs: _____

BUDGET CODE:

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
140	8150	0	5815	00	0000	8100	000000	270	8131	$41,921.00	
140	8150	0	5815	00	0000	8100	000000	240	8131	$45,322.00	M. Newton 6/16/26

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Signed by: Eric Wasinger 5F99BE4CF0F24F9... Date: 6/12/2026

Director of Fiscal Services: _____ Date: 6/17/26

Asst. Supt., of Business Services: _____ Date: 6/17/26

Superintendent: _____ Date: _____

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE **5/22/26**
PHONE NUMBER	FAX NUMBER	JOB NAME **LUCHA ELEMENTARY SCHOOL (BASE BID)**	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **6' TALL CHAIN LINK FENCE WITH P.V.C SLATS FENCE (450' LF)**
- **CORE DRILL (10 EACH)**
- **BLACK ON BLACK MATERIALS**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Forty One Thousand Nine Hundred and Twenty-One dollars ($ 41,921)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 6-1-2026

CAL WEST FENCE

12505 Sycamore Ave San Martin CA, 95046
(408) 695-0015 phone (408) 695-0065 fax
License # 836779 DIR 1000055639
UNION COMPANY

PROPOSAL

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a contractor may be referred to the registrar of the board whose address is: Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826.

Alum Rock Union Elementary School District		E-MAIL	DATE **6/11/26**
PHONE NUMBER	FAX NUMBER	JOB NAME **SAN ANTONIO E.S FENCE & GATES**	
ADDRESS, CITY, STATE, ZIP		JOB LOCATION	

We hereby submit estimates and specifications for:

Furnish and Install fence and gates per plans and specs.

- **320 'F. OF 6' TALL CHAIN LINK FENCE BLACK**
- **(1) 20' DOUBLE SWING GATE- FIRE ACCES**
- **(1) SINGLE SWING GATE WITH PANIC 4' WIDE**

EXCLUSIONS: Lay out, permit fees, surveying, clearing and grubbing, staking, core drilling, backfill, locating & repairing underground utilities, off-haul, cylinders and cores. **NOTICE TO OWNER:** (Section 7019 - Contractors License Law) - Under the Mechanics' Law, any contractor, subcontractor, laborer, materialman or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement or a modification thereof, in the office of the recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Forty Five Thousand Three Hundred and Twenty-Two dollars (**$ 45,322**)

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature _____

Diery Maldonado

Note: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Signature _____

Date of Acceptance 6-11-2026

Docusign Envelope ID: D907757F-014A-85BB-80FE-F89EA4EBF561

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. CO-268038

Original P.O Amount $ _____ Contract Original Amount $ 50,000.00

Vendor Name: Precision Communications Systems Vendor No. 021534

Please check:

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

CONTRACTS ONLY

Change Orders:
P.O. /Contracts Original Amount $ 50,000.00
Change Order #: 1 $ 30,000.00
Change Order #: _____ $ _____
Change Order #: _____ $ _____

New Contract Total $ 80,000.00
(including Change Orders)

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
1	050	8150	0	5815	00	0000	8100	000000	450	8130	$30,000.00	

Reason for Adjustment:

Increase the amount of $30,000.00 to CO-268038 to pay outstanding invoices and the remainder of the fiscal year. During the current school year's annual fire alarm inspection, several unforeseen fire alarm issues were found that needed to be addressed promptly. Board approved June 26, 2025. Service provide on fire alarm inspection and maintenance services.

School/Dept.: M.O.T.-Maintenance Requested by: Connie Truong

Approval: _____ 6/17/26 Assistant Superintendent of Business Services
(for Contracts Only)

Signed by:
Eric Wasinger
5F99BE4CF0E24F9... Director/Program Manager

_____ Procurement Manager

Date Requested: 06/12/2026 Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 OR 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order **No.** CO 268038

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 021534
Phone: (408)583-8140
Fax: (408)583-8123
Email: steve@precisioncommsystems.com

TO: STEVEN WAYNE DOTY
PRECISION COMMUNICATIONS
SYSTEMS
2005 O'TOOLE AVE.
SAN JOSE CA 95131

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
07/07/2025	MARIELA HEREDIA		FACILITIES		260064
TERMS	JUNE 26.25 FIRMS	FOB	ERIC WASINGER	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		******** SERVICE CONTRACT ********* PRECISION COMMUNICATIONS SYSTEMS WILL PROVIDE FIRE ALARM INSPECTION AND MAINTENANCE SERVICES, WHICH INCLUDES: INSTALLATION, TESTING, CENTRAL MONITORING, CLOCK/PA SYSTEM, AND TELEPHONE INSTALLATION AND MAINTENANCE DISTRICT-WIDE. NOT TO EXCEED $50,000.00 TERM: 07/01/2025 - 06/30/2026 BOARD APPROVED JUNE 26, 2025	50,000.00	50,000.00	000000
			Sub Total		50,000.00	
			Tax		0.00	
			Shipping & Handling		0.00	
			PO Total		50,000.00	

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

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 16, 2026

Subject: **Delegation of Authority to approve and award a contract to Restoration Management Company.**

Support Information: Under the Delegation of Authority, Restoration Management Company will provide repair services to the storage room and computer room that were damaged due to the fire at Hubbard Media Arts Academy.

Fiscal Impact: Yes

Budget Source: General

Recommended Action: Staff recommends that the Board of Trustees delegate authority to the Interim Superintendent to award the contract for the Safety Concerns and/or remediation per Education Code Section 17604.

Recommend Approval

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

Approved by: Sandra Garcia Title: Interim Superintendent

To the Board of Trustees: Meeting: June 25, 2026
Regular Board Meeting

Agenda Placement

Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Docusign Envelope ID: 5D240CE0-C127-80CF-83EE-2609A8116D16

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Restoration Management Company** VENDOR NO: 301870

ADDRESS: **3090 Independence Drive, Livermore, CA 94551**

TELEPHONE NUMBER: **(800) 400-5058** FAX NUMBER: **(510) 324-8016**

TAX ID NUMBER: **94-3267563** E-Mail: aarmstrong@rmc.com dglover@rmc.com

BOARD APPROVAL DATE: **June 25, 2026**

CONTRACT TERM: From: **May 29, 2026 – June 30, 2026**

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports:

A. One-line description for the Governing Board report: **Provide repair and replacement services in the Storage Room and Computer Room at Hubbard Media Arts Academy due to the Fire Damage.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	5815	00	0000	8100	000700	450	8138	$64,973.97

Program Manager/Principal _____ **Date:** 6-16-2026

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 6/16/2026
Accountant

Director of Fiscal Services _____ **Date:** 6/17/26

Asst Supt, Bus Services _____ **Date:** 6/17/26

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $64,973.97 (NTE) FY: 2025-2026

Restoration Management Company
800/400-5058

Restoration Management Co.

Insured:	Alum Rock - Hubbard Media Arts
Property:	1680 Foley Avenue San Jose, CA
Estimator:	Aaron Armstrong, CR
Company:	Restoration Management Co.
Business:	3090 Independence Drive Livermore, CA 94551

Claim Number: **Policy Number:** **Type of Loss:**

Date of Loss:		Date Received:	
Date Inspected:		Date Entered:	2/24/2026 6:21 AM

Price List:	CASB8X_02MAY26 Restoration/Service/Remodel
Estimate:	ALU168SJC237707

Tax ID#: 94-3267563

Below is the ROUGH ESTIMATE for Repairs after Smoke Mitigation Services

Restoration Management Company inspected the property at the above mentioned property. The following scope is based on replacing like-for-like materials. This is a Time & Material estimate. Final billing amount will be based on labor, materials & equipment used.

Scope of Work:

Storage Room
- Supply & install new window (single hung), sill & trim
- Supply & Install new insulation as needed R-13 (16" 0n Center for walls) & R-30 (24" on Center for ceiling)
- Install new drywall 5/8 drywall walls and ceilings
- Fire tape, mud & texture
- Prime walls & ceiling
- Apply 2 coats of finish paint to walls and ceilings
- Install new fire rated door with new hardware
- Post construction cleaning
- Prep subfloor for new floor
- Supply & Install new carpet tiles 24" x 24"

* OPEN Item for Electrical - It is unknown if additional electrical work will be needed until electrical inspection occurs.

Exterior
- Pressure wash exterior window wall & soffit
- Lay ground protection on grass, fence, etc.
- Smoke seal exterior wall & soffit areas corner to corner
- Apply 2 coats of finish paint to area corner to corner
- Clean up

Computer Room
- Install approximately 12sf of new ceiling tiles

* Tiles will not match existing tiles
* Several ceiling tiles missing prior to fire event

Disclaimers:

* This estimate includes Prevailing Wage rates
* All work estimated during regular business hours at Straight time
* No repairs included
* No Asbestos Abatement work included. RMC does asbestos abatement work if it is needed.
* RMC is not responsible for damaged paint due to installing containment barriers
* Labor is portal to portal which includes loading/unloading vehicles, debris disposal trips, cleaning equipment off-site after use, etc.

- RMC reserves the right to change/alter costs related to labor, equipment, supplies as needed within this estimate budget

* No Hard Demo (framing on load bearing walls/rafters/floor joists)
* Cost are specifically related to the scope above
* Estimate does not included any hidden or unforseen issues not listed on the Scope of Work above

Thank you for allowing RMC to be part of your project.

ALU168SJC237707

Storage Area/Room

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
30. Project Director - per hour	4.00 HR	0.00	125.00	0.00	100.00	600.00
78. Commercial Supervision / Project Management - per hour	8.00 HR	0.00	105.00	0.00	168.00	1,008.00
82. Insulation Installer - per hour	8.00 HR	0.00	182.00	0.00	291.20	1,747.20
48. Insulation - R-19 batt	9.00 BG	0.00	121.60	40.01	226.88	1,361.29
31. Drywall/Insulation Installer- per hour (PW)	96.00 HR	0.00	216.00	0.00	4,147.20	24,883.20
47. Drywall - 5/8" 4 x 8	26.00 EA	0.00	39.34	102.28	225.02	1,350.14
84. Material Only Joint Compound Mud & Supplies	1.00 EA	0.00	250.00	25.00	55.00	330.00
79. Window Installer - per hour (PW)	12.00 HR	0.00	213.00	0.00	511.20	3,067.20
81. Vinyl window, single hung, 13-19 sf - High grade	1.00 EA	0.00	500.56	37.53	107.62	645.71
86. Material Only Interior Window Trim & supplies	1.00 EA	0.00	150.00	0.16	30.04	180.20
32. Painter - per hour (PW)	32.00 HR	0.00	182.00	0.00	1,164.80	6,988.80
50. Wall Primer/Sealer	5.00 GL	0.00	42.00	71.00	56.20	337.20
51. Paint (2 coats)	10.00 GL	0.00	45.00	0.00	90.00	540.00
46. Flooring Installer - per hour (PW)	12.00 HR	0.00	204.00	0.00	489.60	2,937.60
88. Carpet tile - Standard grade	7.00 BX	0.00	343.00	1.41	480.48	2,882.89
90. Floor Leveling Compound & supplies - Pre-mixed	1.00 EA	0.00	975.00	0.00	195.00	1,170.00
100. Electrician - per hour	8.00 HR	0.00	245.00	0.00	392.00	2,352.00
102. Material Only Fluorescent - four tube - 4' - strip light	1.00 EA	0.00	73.67	7.37	16.22	97.26
104. Door Installer/Finish Carpenter - per hour	4.00 HR	0.00	213.00	0.00	170.40	1,022.40
105. Material Only Wood door - Fire Rated with hardware	1.00 EA	0.00	1,800.00	180.00	396.00	2,376.00
Totals: Storage Area/Room				464.76	9,312.86	55,877.09

Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
92. Painter - per hour (PW)	24.00 HR	0.00	182.00	0.00	873.60	5,241.60
91. Material Only Interior & Exterior Window Trim & supplies	1.00 EA	0.00	125.00	0.16	25.04	150.20

CONTINUED - Exterior

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
93. Exterior Wall Primer/Sealer	5.00 GL	0.00	42.00	71.00	56.20	337.20
94. Paint (2 coats)	10.00 GL	0.00	60.00	0.00	120.00	720.00
103. Paint (2 coats) - Exterior Trim	1.00 GL	0.00	60.00	0.00	12.00	72.00
Totals: Exterior				71.16	1,086.84	6,521.00

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
97. Acoustical Treatments Installer - per hour	4.00 HR	0.00	155.00	0.00	124.00	744.00
99. Material Only Acoustic ceiling tile	1.00 BX	0.00	179.00	0.17	35.84	215.01
Totals: Computer Area/Room				0.17	159.84	959.01

Labor Minimums Applied

DESCRIPTION	QTY	REMOVE	REPLACE	TAX	O&P	TOTAL
85. Drywall labor minimum	1.00 EA	0.00	716.30	0.00	143.26	859.56
89. Carpet labor minimum	1.00 EA	0.00	300.54	0.00	60.10	360.64
106. Door labor minimum	1.00 EA	0.00	329.26	0.00	65.86	395.12
Totals: Labor Minimums Applied				0.00	269.22	1,615.32
Line Item Totals: ALU168SJC237707				**536.09**	**10,828.76**	**64,972.42**

Additional Charges	**Charge**
California Carpet Tile Stewardship Assessment Fee	1.29
Additional Charges Total	**$1.29**

Summary for Dwelling

Line Item Total	53,607.57
California Carpet Tile Stewardship Assessment Fee	1.29
Material Sales Tax	536.09
Subtotal	54,144.95
Overhead	5,414.51
Profit	5,414.51
Replacement Cost Value	**$64,973.97**
Net Claim	**$64,973.97**

Aaron Armstrong, CR

5.21.2026

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268231

Original PO Amount $_____ Contract Original Amount: $ 1,540

Vendor Name: Center for Speech Learning Vendor No. 021634

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 1,540
Change Order #: 1	$ 1,540
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 3,080

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:

Extension from original service end date 6/30/26 to 12/31/26.
There is no new additional cost. This will be a roll over to the 26-27 school year.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 6/12/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order **No.** CO 268231

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 021634
Phone: (408)972-2852
Fax: (408)972-7826
Email:

TO: CENTER FOR SPEECH LEARNING AND
39420 LIBERTY STREET #150
FREMONT CA 94538

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
12/03/2025	LENA TRAN		SPECIAL ED DEPT		261667
TERMS	NOV. 20 FIRMS	FOB	ANTHONY COLONNA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		********* SERVICE CONTRACT ********* CENTER FOR SPEECH, LANGUAGE AND OCCUPATIONAL THERAPY WILL CONDUCT AN INDIVIDUAL EDUCATIONAL EVALUATION (IEE) IN THE AREA OF SPEECH AND LANGUAGE PER PARENT REQUEST. TERM: 12/19/2025 - 06/30/2026 BOARD APPROVED NOVEMBER 20, 2025	1,540.00	1,540.00	000000
02	1		POCO 2/4/2026 CHANGE ORDER#1: INCREASE CONTRACT IN THE AMOUNT OF $1,540 DUE TO PARENT IS REQUESTING AN IEE IN SPEECH WITH THIS VENDOR. BOARD APPROVED JANUARY 29, 2026	1,540.00	1,540.00	000000

Sub Total	3,080.00
Tax	0.00
Shipping & Handling	0.00
PO Total	3,080.00

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips
3. NOTE: District will not honor any commitment made without a purchase order
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained
5. The total amount of the purchase including tax and shipping charges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept
6. Make no substitutions unless specifically authorized in writing
7. All articles must conform to all CAL OSHA safety codes. Send all MSDS reports with orders
8. No backorders

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268267

Original PO Amount $_____ Contract Original Amount: $3,000

Vendor Name: Bird Kern Dalmia Vendor No. 301838

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$3,000
Change Order #: 1	$2,500
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$5,500

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:

Extension from original service end date 6/30/26 to 12/31/26.
There is no new additional cost. This will be a roll over to the 26-27 school year.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 6/12/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order

No. CO 268267

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 301838 Phone: (408)379-0245
Fax: -
Email: BIRDKERNDALMIA@GMAIL.COM

TO: BIRD KERN DALMIA
1101 S WINCHESTER BLVD
STE E155
SAN JOSE CA 95128

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
02/27/2026	LENA TRAN		SPECIAL ED DEPT		262277
TERMS	JAN 29 FIRMS	FOB	ANTHONY COLONNA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		******** SERVICE CONTRACT ********** BIRD-KERN-DALMIA WILL CONDUCT AN INDEPENDENT EDUCATIONAL EVALUATION (IEE) IN THE AREA OF SPEECH PER PARENT REQUEST. TERM: 01/30/2026 - 06/30/2026 BOARD APPROVED JANUARY 29, 2026	3,000.00	3,000.00	000000
02	1		POCO 3/31/2026: CHANGE ORDER#1 INCREASE CONTRACT BY $2,500 DUE TO PARENT REQUSTED AN INDEPENDENT EDUCATIONAL EVALUATION (IEE) IN THE AREA OF AAC. BOARD APPROVED MARCH 26,2026	2,500.00	2,500.00	000000

Sub Total	5,500.00
Tax	0.00
Shipping & Handling	0.00
PO Total	5,500.00

Fnd	Resc	Y	Objt	SO	Goal	Func	CstCtr	Ste	Prgm	Amount
080	6500	0	5815	00	5750	1120	000000	380	1820	5,500.00

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above
2. Above purchase order number must appear on all invoices and packing slips
3. NOTE: District will not honor any commitment made without a purchase order
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtainec from purchasing depL
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders
8. No backorders

By _____
AUTHORIZED SIGNATURE

PURCHASING COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268271

Original PO Amount $_____ Contract Original Amount: $8,000

Vendor Name: Mind By Design Vendor No. 301083

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$8,000
Change Order #: 1	$24,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$32,000

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:

Extension from original service end date 6/30/26 to 12/31/26.
There is no new additional cost. This will be a roll over to the 26-27 school year.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 6/12/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order **No.** CO 268271

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 301083 Phone: - 0
Fax: -
Email: INFO@THEMINDBYDESIGN.COM

TO: MIND BY DESIGN INC.
910 S. MONROE ST.
SAN JOSE CA 95128

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
03/02/2026	LENA TRAN		SPECIAL ED DEPT		262272
TERMS	FEB 12 FIRMS	FOB	ANTHONY COLONNA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		******** SERVICE CONTRACT ********** MIND BY DESIGN WILL CONDUCT AN INDEPENDENT EDUCATIONAL EVALUATION (IEE) IN THE AREA OF PSYCHO-EDUCATIONAL EVALUATION (INCLUDES ACHIEVEMENT) PER PARENT REQUEST. TERM: 02/25/2026 - 06/30/2026 BOARD APPROVED FEBRUARY 12, 2026	8,000.00	8,000.00	000000
02	1		POCO 3/31/2026: CHANGE ORDER #1 INCREASE CONTRACT BY $24,000 DUE TO PARENT HAS REQUESTED AN INDEPENDENT EDUCATIONAL EVALUATION (IEE) WITH THIS VENDOR. BOARD APPROVED MARCH 26, 2026	✓24,000.00	24,000.00	000000

Sub Total	32,000.00
Tax	0.00
Shipping & Handling	0.00
PO Total	32,000.00

Fnd	Resc	Y	Objt	SO	Goal	Func	CstCtr	Ste	Prgm	Amount
080	6500	0	5815	00	5750	1120	000000	380	1820	32,000.00

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips.
3. NOTE: District will not honor any commitment made without a purchase order.
4. This purchase order can't be processed for payment until all articles are delivered, unless written permission is obtained.
5. The total amount of the purchase including tax and shipping c harges shall not exceed the amount shown by more than 10% unless written permission is obtainec from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders.
8. No backorders.

By _____
AUTHORIZED SIGNATURE

PURCHASING COPY

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. 268259

Original PO Amount $_____ Contract Original Amount: $5,500

Vendor Name: Positive Solutons Inc. Vendor No. 301833

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount $5,500
Change Order #: 1 $_____
Change Order #: _____ $_____
Change Order #: _____ $_____

New Contract Total (including Change Orders) $5,500

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR XXXXXX	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC

Reason for Adjustment:

Extension from original service end date 6/30/26 to 12/31/26.
There is no new additional cost. This will be a roll over to the 26-27 school year.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ 6/12/26 Assistant Superintendent of Business Services
(for Contracts Only)

_____ Director/Program Manager

_____ Director of Fiscal Services

_____ Procurement Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

Purchase Order **No.** CO 268259

MERCHANDISE MUST SHOW THIS NUMBER ON INVOICES, PACKAGES AND CORRESPONDENCE.

Alum Rock Union School District

2930 Gay Ave, San Jose, CA 95127-2398
Accts Payable: 408-928-6852
Purchasing: 408-928-6838

SHIP TO: DISTRICT WAREHOUSE
2930 GAY AVE.
SAN JOSE, CA 95127

VENDOR: 301833 Phone: (650)336-3383
Fax: -
Email: CPINTOR@POSITIVE-SOLUTIONS.ORG

TO: INC. POSITIVE SOLUTIONS
555 MERIDIAN AVENUE, SUITE A
SAN JOSE CA 95126

PO DATE	SUBMITTED BY		SITE NAME		REQ. NO.
02/24/2026	LENA TRAN		SPECIAL ED DEPT		262245
TERMS	FEB 12 FIRMS	FOB	ANTHONY COLONNA	DELIVERY DATE	

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL PRICE	STORES #
			PLEASE ENTER OUR ORDER FOR THE FOLLOWING			
01	1		********* SERVICE CONTRACT ********* POSITIVE SOLUTIONS WILL CONDUCT AN INDIVIDUAL EDUCATIONAL EVALUATION (IEE) IN THE AREA OF FUNCTIONAL BEHAVIORAL ASSESSMENT (FBA) AND SPECIAL CIRCUMSTANCE INSTRUCTIONAL ASSISTANCE (SCIA) PER PARENT REQUEST. TERM: 02/13/2026 - 06/30/2026 BOARD APPROVED FEBRUARY 12, 2026	5,500.00	5,500.00	000000

Sub Total	5,500.00
Tax	0.00
Shipping & Handling	0.00
PO Total	5,500.00

PO VENDOR INSTRUCTIONS

1. Invoices should be sent to Alum Rock District at the address show above.
2. Above purchase order number must appear on all invoices and packing slips
3. NOTE: District will not honor any commitment made without a purchase order
4. This purchase order can't be processed for payment until all articles are delivered unless written permission is obtained.
5. The total amount of the purchase including tax and shipping charges shall not exceed the amount shown by more than 10% unless written permission is obtained from purchasing dept.
6. Make no substitutions unless specifically authorized in writing.
7. All articles must conform to all CAL-OSHA safety codes. Send all MSDS reports with orders
8. No backorders

By _____
AUTHORIZED SIGNATURE

VENDOR COPY

DocuSign Envelope ID: 4533DBFB-7541-8716-804A-48BC3F7F0234

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: Juniper Psychology Group

Address: 901 Campisi Wy #245 City: Campbell State: CA Zip: 95008

Phone: (408) 502 6532 Email Address: juniper@psygroup.com

SSN: _____ or Fed I.D. #: 83-2455369

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on June 28, 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").

Juniper Psychology Group will conduct a comprehensive IEE evaluation 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:** $7,000 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	7,000	6/1/26
											6/2/26

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Juniper Psychology Group
901 Campisi Way, Suite #245
Campbell, CA 95008
(408) 502-6532 juniper@jpsygroup.com *www.jpsygroup.com*

5/28/2026
Alum Rock School District
Attn: Leanne Depew

Re: Contract between Alum Rock School District and Juniper Psychology Group (Dr. Cristal Bryne) for IEE services

Dear Leanne,

This letter is in response to your request for specific information to begin the contract process between Alum Rock School District and Juniper Psychology Group. You've informed us that a family in your school district has requested to work with Juniper licensed psychologist Dr. Cristal Byrne. Below please find the requested information.

Scope of Work

o Description of services – **Comprehensive IEE evaluation**

o Cost – **Between $5500-$7000. The exact cost depends upon time involved during the assessment process**

o Duration of the job (term) - **June 11, 2026 - June 30, 2027**

o Terms & conditions (with authorized vendor representative signature and ARUSD Interim Superintendent, Sandra Garcia, name pre-filled for signature, if applicable) - **Please let us know if you have a specific draft of a contract you would like us to use.**

2. Certificate of Liability Insurance (COI) with full endorsements naming ARUSD as an additional insured.

We have declined Cyber Insurance. Dr. Byrne will plan to attend the IEP meeting in person.

Alum Rock School District has been added as additional insured to our malpractice insurance policy (please see attached).

3. Current Company W-9 (dated within the current year).- **I have attached the W-9 to this email.**

4. Authorized Signer:

Jennifer Kuhn, Ph.D., Director of Juniper Psychology Group, drkuhn@jpsygroup.com

If you have any questions regarding the above, please email me directly at drkuhn@jpsygroup.com **. You may also call me at 408-402-2066. However, typically I am able to respond more quickly to emails.**

Warmly,

Jennifer Kuhn, Ph.D.

Director of Juniper Psychology Group

901 Campisi Way #245

Campbell, CA 95008

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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. _____

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: YMCA of Silicon Valley - Project Cornerstone

Address: 550 S. Winchester Blvd. Ste. 250 City: San Jose State: CA Zip: 95128

Phone: (408) 351-6482 Email Address: debbi@projectcornerstone.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 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").
Project Cornerstone will support ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including Asset Building Champions (ABC), Los Dichos and SEL Program (Social and Emotional Learning).

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:** $13,283 (describe rate agreement) _____

_____

5. **BUDGET CODE:**

FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR XXXXXX	LOC XXX	PROG XXXX	$ AMOUNT	ACCOUNTANT INITIALS
010	0000	0	5815	00	1110	3130	000000	340	5210	$13,283.00	MN 1/10/26

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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FOR YOUTH DEVELOPMENT
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROJECT CORNERSTONE
A YMCA of Silicon Valley Initiative

Memorandum of Understanding
YMCA of Silicon Valley Project Cornerstone & Alum Rock Union School District
July 2026 – June 2027

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and Alum Rock Union School District (ARUSD) regarding implementation of the Project Cornerstone School Partnership during the period of July 2026 – June 2027.

Project Cornerstone will partner with ARUSD to help provide a positive school climate with social and emotional learning support for all its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth feel valued, respected, and known. Project Cornerstone programs and services instill a sense of belonging and empowerment to help youth succeed and thrive. Project Cornerstone continues to offer both in-person and virtual services, depending on the training, workshops, and programs.

1. **Use of Resources:**
   a. Project Cornerstone will assign a director to provide service coordination.
   b. ARUSD will assign a liaison to coordinate services.
   c. ARUSD will provide space for services and programs at no cost to Project Cornerstone.

2. **Payment and Service Report Terms:**
   a. ARUSD will pay Project Cornerstone $13,283 due August 31, 2026.
   b. Project Cornerstone will submit an end-of-year report on services provided by mid-June 2027.

3. **Coordination and Delivery of Services from the Project Cornerstone "menu" include programs such as the following:**
   a. At elementary school sites: ***Bilingual Preschool, Transitional Kindergarten/Kindergarten (TK/K)***, ***Asset Building Champions (ABC)***, and/or ***Los Dichos*** program(s), including the 2026-27 curriculum, training, and support. Schools, districts, or organizations cover an additional cost for books purchased directly from book sellers.
   b. At middle school sites: ***Middle School SEL (Social and Emotional Learning) Program*** including the 2026-27 curriculum, training, and support. Other middle school asset building activities may also be supported.

4. **Coordination and Delivery of Services from the Project Cornerstone "menu" may include services/programs such as the following, depending on Project Cornerstone's staffing capacity/calendar:**
   a. Half-day student workshop (grades 4-8), ***Expect Respect***, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of a school faculty/adult advisor.

   b. ***Staff Professional Development*** training (1.5 hours/session): Topics from the Project Cornerstone "menu" may include Introduction to Developmental Assets, Inclusion, Classroom Management, or other topics on the menu. Custom staff professional development training (including consultation, customized content development and activities, and delivery) may be offered for an additional fee (not covered in this MoU).

   c. ***Parent Education*** single-session workshops (1. 5 hours/session): Topics include, but are not limited to, Developmental Assets/Relationships, bullying prevention, understanding adolescent brain development, creating caring relationships, and stress management.

   d. The ***Take It Personally*** educational workshop series for parents/adults: The series typically runs for six weeks with one 90-minute session each week. The curriculum uses Developmental Assets as the foundation to build positive

relationships in families and communities. Attendees, schools, districts, or organizations cover an additional cost for workbooks and handout materials at $20 per attendee (not covered in this MoU).

5. **Volunteers and Staff**
   a. ARUSD is responsible for setting and enforcing school/district requirements (e.g., fingerprinting, TB testing, vaccination, if applicable) for volunteers and/or school employees and tracking the follow-through of such requirements.
   b. Project Cornerstone is responsible for setting and enforcing YMCA requirements (e.g., fingerprinting, TB testing, vaccination, if applicable) for YMCA Project Cornerstone employees and tracking the follow-through of such requirements.
   c. School volunteers trained by Project Cornerstone are also trained on the YMCA Volunteer Code of Conduct. In a school setting, volunteers must always be supervised by a school/district employee when working with students.
   d. ARUSD is responsible for supervising school volunteers trained by Project Cornerstone and reinforcing the follow-through of all school/district requirements and the YMCA Volunteer Code of Conduct.

6. **Insurance**
   The YMCA of Silicon Valley (YMCA) will maintain for the duration of this agreement insurance against claims for injuries to person or damages to property which may arise from the YMCA, its agents, representatives, employees, or subcontractors.

7. **Indemnification**
   The YMCA shall defend, indemnify, and hold harmless ARUSD, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by ARUSD which arise out of or relate to the wrongful, willful, or negligent act or omission of the YMCA, its officers, directors, employees or agents, in the performance of this agreement.

   ARUSD shall defend, indemnify, and hold harmless the YMCA, including its officers, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the YMCA which arise out of or relate to the wrongful, willful, or negligent act or omission of ARUSD, its officers, directors, employees or agents, in the performance of this agreement.

8. **Application Law**
   This Agreement represents the entire understanding of the parties, and it is under jurisdiction and subject of the State of California.

9. **Termination of Agreement**
   Each party has the right to terminate this contract if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party.

YMCA of Silicon Valley Project Cornerstone	Alum Rock Union School District
Rachel Del Monte	
Authorized Signature	Authorized Signature
Rachel Del Monte	Sandra Garcia
Printed Name	Printed Name
Chief Operating Officer	Interim Superintendent
Title	Title
5.8.26	
Date	Date

Docusign Envelope ID: BFBB1B38-960E-88EA-804D-3B87BE7ED97F

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. 018650

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: Silicon Valley Education Foundation (SVEF)

Address: 1400 Parkmoor Ave., Ste. 200 City: San Jose State: CA Zip: 95126

Phone: (408) 790-9479 Email Address: seung@svefoundation.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on October 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").
SVEF will provide the Elevate [Math] program for incoming 3rd-6th grade students who are nearly meeting their grade-level math standards. The [CSI] program blends hands-on coding with critical discussion about AI's impact, ethics, and careers in technology. Serving up to 840 students.

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:** $45,000.00 (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	$45,000.00	
											6/10/26

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Docusign Envelope ID: BFBB1B38-960E-88EA-804D-3B87BE7ED97F

SV [e]F | SILICON VALLEY education FOUNDATION

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District

Elevate [Math]²
[Computer Science] Video Game Design

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF Elevate [Math]² from October 1st, 2026 to May 5th, 2026.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Elevate [Math]² Program Description:

Elevate [Math]² program is a school-year math support program designed for incoming 3rd–8th grade students who are nearly meeting their grade-level math standards. The program provides supplemental grade level standards for accelerated instruction in math so that students are able to successfully combat their learning loss.

[Computer Science] Video Game Design - Intercession Program Description

- The [CS]I Intersession program introduces students to game design and AI ethics through Scratch. The program blends hands-on coding with critical discussions about AI's impact, ethics, and careers in technology.

Details of program elements can be found in Addendum I to this MOU.

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Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).

- Market the Programs to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

- Provide project management staffing to assist as needed with the following:
    - For Elevate [Math]^2
        - setting meetings and partnership management
        - evaluating program efficacy through pre and post-evaluation and attendance
        - partner with the district to support student recruitment

- Organize and facilitate the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.

- Provide access to required online tools.

- Work with the School District to develop a summer school follow-up and next school year programming in order to maintain student achievement gains and motivation for preparing for college.

- Host site visits to provide donors and/or partners the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

School District agrees to:

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher/ parent recruitment and logistics of the programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner, generally within 24-48 hours of business days.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI, and VII to this MOU.

- Provide contact information for teachers, parents, student attendance records, and program evaluation activities. Refer to Addendum III and IV for more information.

- Communicate the policy/procedures for handling student behavior and absence during the Programs. The School District will provide SVEF the name of the person responsible.

- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.

- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control. The School District will pay for Programs prior to the start of any Program.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs at school and at home. This includes whitelisting and accessing Youtube.com, Desmos, Google Classroom, Zoom, Nearpod, Salesforce etc. SVEF will provide the full list. Agree to use SVEF's Zoom account or a district-provided Google Meets account.

- Support SVEF in recruiting teachers for their Program sites. Teachers and coaches are paid through standard School District processes. The preference will be outlined on pages 6 and 7 of this MOU.

- Work with SVEF and school administration in finding a substitute teacher if the teacher is sick or absent, or cancel the class if unable to do so. The School District will provide and pay for the substitute if applicable.

- Ensure that all teachers participate in the curriculum and professional learning training and Professional Learning Communities (PLCs). The district will manage teacher compensation for missed professional learning or PLCs.

- Assist SVEF and school administration in the recruitment of full classes of students to participate in the Programs. Allow SVEF to contact families directly.

- Support the administration of the pre-post assessments and pre/post surveys.

- Work with SVEF to develop school year follow-up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session.

- Promote professional learning events to the schools and community where appropriate.

Class Agreement Breakdown for E[M]:

	# of Classes	Cost per class	Total cost	# of Students per Class
EM² 3rd Grade	5*	$5,000.00	$5,000.00	24
EM² 4th Grade	5*	$5,000.00	$5,000.00	24
EM² 5th Grade	5*	$5,000.00	$5,000.00	24
EM² 6th Grade	5*	$5,000.00	$5,000.00	24
EM² 7th Grade	5*	$5,000.00	$5,000.00	24
EM² 8th Grade	5*	$5,000.00	$5,000.00	24
[CS] Video Game Design Intercession	6	$2,500.00	$15,000.00	24
Total	36		$45,000.00	

District will be responsible for paying teachers and fingerprinting
District will not invoice SVEF for payment of teachers

***Cost for EM² includes up to 5 classes. Additional classes will increase costs**

Total District Cost: $45,000.00

Please provide a contact with whom to follow up with any billing questions.

Finance contact:

Name: _____

Email: _____

District Superintendent or Designee Signature:

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X_____ _____
Interim Superintendent Sandra Garcia Date

Sandra Garcia
Printed Name

District Data Personnel Signature:
By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined in Addendum VI and VII to this MOU or otherwise communicated by the SVEF Directors or Managers.

X_____ 6/10/27
Dr. Kiela Jimenez Date

Dr. Kiela Jimenez
Printed Name

SVEF Signature:

Signed by:
X Chris Carney 6/9/2026
AD7558604CEC4BE...
Chris Carney Date
Chief Operating Officer

DocuSigned by:
X Seung Lee 6/8/2026
803EE2D16FD7495...
Seung Lee Date
Director of District Partnerships

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ADDENDA

Addendum I: Program Components

Elevate [Math]^2

	Elevate [Math]^2 3-8th
Grades	3rd-8th
Length	Up to 75 hours
Curriculum	Up to 3 modules of supplemental grade level standards to accelerate learning gains (math and literacy for 3-5)
Teacher PD	8-14 hours PL
College Readiness	UC Berkeley College Curriculum
Growth Mindset	9 Lessons (Up to an hour each)

Addendum II: Facilities and Support for SVEF Programs

District agrees to provide the following:

For the Elevate [Math]^2:

If in person, the School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to twenty (20) students for E[M]^2 3-6 and 8-9, and 24 students for [CS]I Loop, and adequate space for safety guidelines.
- A teacher preparation and small tutoring space (could be a classroom).
- Access to computers and the internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

The School District agrees to ensure every student and teacher has Internet and access to a device capable of running Zoom and another program.

If in person, The School District agrees to provide access to the following classroom equipment:

- Class Set of mini-whiteboards *or* plastic sheet protectors filled white copy paper
    - *Note:* If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook
- Class Set of dry-erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
    - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula**)
- Manipulatives (cm cubes, double-sided counters, etc)
- General Classroom Supplies, including:
    - Markers, pencils
    - Calculators, Rulers, scissors
    - Whiteout, blue tape, glue sticks
    - Paper clips, post-its
- Projector and/or Document Camera
- The following types of paper:
    - Sticky pad/ flip chart
    - Colored Xerox paper (for small posters)
    - Construction paper (for larger posters)
    - Butcher paper

SVEF agrees to provide the following classroom materials:

For Elevate [Math]^2 class:

- End-of-program certificates

- Program materials, including:
    - Elevate [Math]^2 Curriculum
    - Pre- and post-survey and assessments
    - Core FALs and card sorts (If Applicable)
    - College Readiness Curriculum
- Elevate [Math] student swag and materials.

Addendum III: Guidelines for Teacher/ Staff Selection; Responsibilities

School District may select credentialed teachers appropriate for the Programs and who support Program goals.

- For E[M]^2 the teachers should have strong math experience for the grade they will be teaching. Teachers should complete SVEF's pre- and post-program surveys to provide feedback in support of Program development.

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- For [CS]I Loop, teachers do not need to have prior computer science knowledge to teach this program, however, we do encourage those who have a maker or creative mindset. Teachers should complete SVEF's pre- and post-program surveys to provide feedback supporting Program development.

Addendum IV: SVEF Professional Learning

All teachers participating in the Elevate [Math]^2 and [CS]I Loop Program will be required to participate in:

- Professional Learning
- Effectiveness studies
- Pre/post-assessments and surveys (providing these digitally)
- Take attendance during every session

Addendum V: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math]^2 Program through pre/post assessments, math course placement patterns, and a variety of metrics.

The partnership will assess the progress of students of teachers who participate in the Formative Assessment Program, which focuses primarily on mathematics classes in grades 3-8.

Additionally, SVEF seeks to analyze the broader impact of professional learning on student descriptors and outcomes such as demographics, attendance and SBAC scores. SVEF will access data from publicly available sources, e.g., DataQuest, when possible and will work with district or school personnel to access additional data sources as needed.

SVEF agrees to enter into an agreement with your district by signing the California Student Data Privacy Agreement Version 2.0 (September 26, 2018) upon the district's request.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math]^2 and [CS]I uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math]^2 and [CS]I shares aggregated education data with funders.

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Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

Elevate [Math]^2 and [CS]I Loop Student Data Timeline

Elevate [Math]^2 Student Data Timeline		
Task	**Due Date**	**Data**
District provides student data	Sept 30th, 2026 for Fall January 6th, 2027 for Spring	Enrolled Students and Parent Contact Information
	May 5, 2027	Final Student Attendance
	May 6, 2027	Completed Student Pre/Post Evaluations
SVEF provides Elevate/[CS]I Program Results at debrief meeting	Fall - December 15th, 2026 Spring - May 30th, 2027	Program Assessment Results
		Program Survey Results (if available)

Addendum VII: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data

Confidentiality:

A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.

B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act

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(California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

A. use the data collected for evaluation of the Programs Elevate [Math]^2 and [CS]I Loop.

B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

C. agree that no individual will be identifiable in any reports, publications, or other documents that are created.

D. agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested if needed.

E. agree to provide a list of teachers with state ID numbers for which the data has been requested if needed.

School District responsibilities:

School District shall:

A. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

B. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

C. agree to participate in data sharing for the course of the MOU

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 15, 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 25, 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: _____

Master Enrollment

as of Jun 12, 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	52	52	46	61	51	59	50	**530**	0	530	0	530
Adelante 2 K-8	23	48	44	42	43	46	50	47	39	30	**412**	0	412	2	414
Aptitud ES	40	57	65	58	64	75	77	0	0	0	**436**	34	470	0	470
Hubbard ES	31	62	67	71	71	87	68	0	0	0	**457**	30	487	0	487
Linda Vista ES	32	68	68	86	82	96	97	0	0	0	**529**	44	573	0	573
LUCHA ES	8	35	31	33	40	29	30	0	0	0	**206**	1	207	14	221
Lyndale ES	21	38	46	36	52	53	47	0	0	0	**293**	1	294	37	331
McCollam ES	32	33	40	55	48	55	60	0	0	0	**323**	36	359	0	359
Painter ES	71	72	55	62	49	54	45	0	0	0	**408**	19	427	0	427
Russo McEntee ES	26	50	38	48	47	52	50	0	0	0	**311**	40	351	0	351
Ryan ES	27	27	31	33	24	41	41	0	0	0	**224**	31	255	0	255
San Antonio ES	32	42	42	55	60	48	49	0	0	0	**328**	0	328	6	334
Ocala MS	0	0	0	0	0	0	0	208	214	298	**720**	11	731	0	731
Renaissance 2 MS	0	0	0	0	0	0	0	148	144	156	**448**	31	479	0	479
Sheppard MS	0	0	0	0	0	0	0	257	248	246	**751**	19	770	0	770
Home/Hosp	0	0	0	0	0	0	0	1	0	0	**1**	0	1	0	1
	388	**585**	**588**	**631**	**632**	**682**	**675**	**712**	**704**	**780**	**6377**	**297**	**6674**	**59**	**6733**