



REQUEST FOR PROPOSAL

RFP No. 2627-BUS01

FOR

LEGAL SERVICES

Deadline: 2:00:00 p.m., Thursday, August 13th, 2026

(NOTE: The time clock in the Purchasing Department will be used as the official time.)

Alum Rock Union Elementary School District

2930 Gay Avenue

San Jose, CA 95127

<http://www.arusd.org>

For Information Contact:

Teresa DeCelles

Assistant Superintendent, Business Services

2930 Gay Avenue

San Jose, CA 95127

408-928-6839

teresa.decelles@arusd.org

REQUEST FOR PROPOSAL FOR LEGAL SERVICES

INVITATION AND BACKGROUND

NOTICE IS HEREBY GIVEN that the Alum Rock Union Elementary School District ("District") is seeking proposals from qualified firms to provide legal services in conjunction with the District's operations, and to support its educational and facilities programs. The District will receive sealed proposals for the award of contract(s) for legal services effective no later than, 2:00 p.m. on August 13th, 2026.

The Alum Rock Union Elementary School District serves students in grades TK - 8th, as well as special education and preschool programs. The District has 13 campuses, along with a central district office. The expenditures for legal fees and costs for 2025-2026 were approximately \$200,000.00.

District demographics and quick facts:

Enrollment	6,500
Grades	TK – 8
Employees	800 (approx.)
Board of Trustees	Five elected board members
Website	http://www.arusd.org

PURPOSE AND INTENT

The purpose of this Request For Proposal (RFP) is to competitively solicit firms and establish a bench of specialized consultants for advice and legal counsel.

INSTRUCTIONS

All proposals shall be submitted in the format specified by the District as defined in this RFP.

Six (6) paper copies and one (1) electronic PDF version on a flash drive of the proposal shall be submitted in a sealed envelope, no later than 2:00 p.m. on August 13, 2026 and clearly marked RFP No. 2627-BUS01. Each firm is responsible for the delivery of their proposals. If the proposal is delivered to the wrong office, by any delivery method, the bidder bears full responsibility. No emails proposals will be accepted. Proposals received after the above stated time and date will be returned to vendor unopened. The selection process will include a screening review and evaluation of proposals by District staff members. The time clock in the Purchasing Department will be used as the official time.

Sealed proposals will be received at:

**Alum Rock Union Elementary School District
Purchasing Department
2930 Gay Avenue
San Jose, CA 95127
Attn: Ms. Teresa DeCelles, Assistant Superintendent Business Services**

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. Questions regarding this proposal should be submitted to Ms. Teresa DeCelles, via email at teresa.decelles@arusd.org and 408-928-6839.

All proposals received as part of this solicitation become the property of the District and shall be considered public record. The cost to prepare and submit the proposals is at the sole expense of each firm. The emphasis of your proposal should be on completeness, adherence to directions and format requirements, brevity, and clarity of content.

The District reserves the right to reject any and all proposals and to waive informalities and minor irregularities in any proposal reviewed. The District may reject any proposal that does not conform to the instructions herewith. Additionally, the District reserves the right to negotiate all final terms and conditions of any preliminary agreement entered into with the legal firm. The District makes no representations that any contract will be awarded to any respondent.

Contact with any individual(s) in the District, other than the individual(s) specifically named herein, is prohibited, and may result in rejection of the proposal.

TENTATIVE TIMELINE

The anticipated schedule for completion of this RFP is shown below. Please note: Dates are subject to change:

Milestone	Date
Release of Request For Proposal (RFP)	July 28, 2026
Deadline for Questions/Clarifications	August 4, 2026
Responses to Request for Clarification	August 7, 2026
Proposal Due Date	August 13, 2026
Screening/Interviews/Reference Checks/Contract Negotiations	TBD
Board Approval	September 10th, 2026

INSTRUCTIONS FOR SUBMITTING PROPOSALS FOR LEGAL SERVICES

SCOPE OF SERVICES TO BE PROVIDED - AREAS OF SPECIALIZATION

Your response to this Request for Proposal must include sufficient evidence to document the firm's capability to perform, such as the experience and qualifications pertinent to the requirements of this request for qualifications.

Areas of Specialization - Requirements

1) Human Resources - Labor and Employment

Contractor shall provide, as requested, legal advice related to labor and employment law including, without limitation: union negotiations, contractual arbitration, matters before the Public Employee Relations Board, disputes, collective bargaining, California Labor Code, Personnel Commission rules, employment contracts, State and Federal law, and labor-related matters in Superior or Federal court.

Legal service may include, without limitation: filing complaints, answers, and motions, preparing and responding to discovery, representing the District in jury or court trials, and representing the District on appeal. In addition, the Contractor may be called upon to retain experts when related to advice or service requested.

2) General Education Law

Contractor shall provide, as requested, legal advice related to general education law including, without limitation: child custody, child abuse, academic calendars, charter school law, Federal and State implementation and compliance of categorical programs, desegregation and civil rights law, disputes, and school law enforcement.

Legal service may include, without limitation: filing complaints, answers, and motions, preparing and responding to discovery, representing the District in jury or courts trials, and representing the District on appeal. In addition, the Contractor may be called upon to retain experts when related to advice or service requested.

3) Business and Procurement Services - Contract Support

Contractor shall provide, as requested, legal advice and legal services related to drafting, reviewing, negotiating, and enforcing the contracts pursuant to which the District procures goods and services, including professional services, computer hardware and software, machinery, equipment, furniture, utilities, material, supplies, and vehicles. Contractor shall provide legal advice and legal services related to enforcing contracts, or otherwise representing the District's interests in connection with contracts entered into by the District and other contract matters.

4) Government Relations

Contractor shall provide, as requested, services in the following areas:

- a. Board of Trustees Counsel and Support: Contractor shall provide, as requested, legal advice and legal services related to Board matters, including, but not limited to, Board policies, election issues, media relations, individual Board Member liability, and communication with the public and media by Board Members.
- b. Brown Act: Contractor shall provide, as requested, legal advice and legal services related to Brown Act matters, including, but not limited to: open meeting law, agenda requirements, closed session law, participation in public meetings, distribution of documents, and Robert's Rules of Order.
- c. Public Law: Contractor shall provide, as requested, legal advice and legal services related to public law, including, but not limited to: public agency conduct and meetings, election and political issues, Public Records Act requests, ethics and conflicts of interest, and intergovernmental relations. Legal service should also include analyses and advice related to mandated cost issues.

END OF SCOPE OF SERVICES TO BE PROVIDED

PROPOSAL FORMAT

Each respondent should submit one (1) proposal for any or all areas of specialization listed herein. Proposals should be organized in the following manner and limited to the following number of pages for each section.

Section	<u>Page(s)</u>	<u>Notes</u>
1. Executive Summary	1	One page maximum
2. Narrative & Biographic Info	12	Two-page maximum for each area of specialization; maximum of 12 pages if responding to all six areas.
3. Reference List	1	One page maximum
4. Fees/Services Schedule	1	Use Enclosed Form-Page 13
5. Certification	1	Use Enclosed Form - Page 14
6. Criminal Records Certification	1	Use Enclosed Form-Page 16
7. Insurance Requirements	1	Provide Copy of Insurance Certificate(s) with endorsements
8. IRS Form W-9	1	IRS Form W-9 is available at: www.irs.gov/pub/irs-pdf/fw9.pdf
9. Conflict of Interest Certification	2	Use Enclosed Form - Pages 17 & 18
10. Contractor Certification: Prohibition on Political Contribution	2	Use Enclosed Form – Pages 19 & 20
11. Letters of Recommendation	3	Submit no more than three

AREAS OF SPECIALIZATION

1. Human Resources - Labor and Employment
2. General Education Law
3. Business and Procurement Services - Contract Support
4. Government Relations

END OF PROPOSAL FORMAT

PROPOSAL COMPONENTS

1. **Executive Summary (one page)** - The **Executive Summary** should contain a statement of interest and a brief summary of qualifications to engage in a professional relationship with the Alum Rock Union Elementary School District.
2. **Narrative and Biographical Information (up to 12 pages)** - Provide a description of your qualifications for providing legal services in the area(s) of specialization you desire to perform services. Include descriptive and supportive evidence of how your firm will maintain a close working relationship with the District. Indicate ongoing commitments to the professional education of staff members, association with school connected organizations (i.e. CASBO, CASH), total number of permanent employees, and any other data that may assist the evaluation team in understanding your qualifications and expertise.

The narrative should outline the tasks and services your firm will perform for each area of specialization. Include a short biographical vita on each member of the firm you propose to assign to the District for each area of specialization you are responding to.

This section shall contain no more than 12 pages: two-page maximum per area of specialization with a maximum of 12 pages total if responding to all four areas of specialization.

3. **Reference List (one page)** - Provide a list of contracts from the past five (5) years for services similar in scope to this proposal. Include a minimum of three (3) educational client references with whom you have contracted within the last three (3) years. List must include the following information for each contract:
 - Client name and complete address
 - Contact name and telephone number
 - Dates of service
 - Description of service
 - Fee Schedule
4. **Fees/Services Schedule** - Respondent is requested to submit a proposal to furnish all of the labor, materials, and other related items required for the performance of the contract resulting from this RFP on a labor rate basis. Be as thorough and specific as possible as this will form the basis of any contract for services that may be presented by the District. Provide your fees on the Pricing Sheet included with this RFP (page 13).
5. **Certification** - Complete, sign, and date the enclosed "Certification" with this RFP (page 14).
6. **Certification by Contractor of Criminal Records Check** - Pursuant to Education Code 45125.1, complete, sign, and date the enclosed form AB 1610, 1612, and 2102 included with this RFP (page 16).

7. **Insurance Requirements** - Respondent shall submit with their proposal, certificate(s) of insurance, or evidence that they can obtain insurance prior to Contract award. The following coverages are required:

- Commercial General Liability: \$1,000,000 per occurrence, and \$2,000,000 general aggregate for bodily injury, personal injury and property damage.
- Automobile Liability: \$1,000,000 Combined Single Limit for owned, hired and non-owned auto.
- Errors and Omissions: All professionals and firms shall carry, or agree to obtain prior to the commencement of legal work for the District, an amount of Errors and Omissions Insurance sufficient to provide adequate protection to the District given the anticipated scope and volume of work to be assigned to the professional or firm by the District.
- Workers' Compensation: As required by the State of California *

Part A: Statutory Requirements

Part B: Employer's Liability: \$1,000,000 per injury, \$1,000,000 per disease, and \$1,000,000 aggregate

*If the Contractor is a sole proprietor with no employees, proof of Workers' Compensation and Employer's Liability insurance coverage will not be required.

For all insurance coverage provided by the Contractor, the following terms apply:

- A. Any deductibles, or self-insured retentions, shall be declared in writing to the District; District approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best Company rating of "no less than A" unless otherwise approved by the District. The State Compensation Fund of California is acceptable for Workers' Compensation insurance.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
- D. General liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. Contractor agrees to defend, indemnify, save and hold harmless, Alum Rock Union Elementary School District (District), its officers, agents, representatives, employees, and Board of Trustees, and provides named additional insured endorsements for the District, its officers, agents, representatives, employees, and Board of Trustees. They are to be covered as insured with respect to: liability arising out of activities

performed by, or on behalf of, the Contractor, products and completed operations of the Contractor, premises owned, occupied or used by the Contractor, or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its subsidiaries, officials, employees, and the Board of Trustees.

- b. For any claims related to the services, the Contractor's insurance coverage shall be primary insurance with respect to the District, its subsidiaries, officials, employees, and the Board of Trustees. Any insurance or self-insurance maintained by the District, its subsidiaries, officials, employees, and the Board of Trustees shall be excess of the Contractor's insurance and shall not contribute to it.
- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits, except after a thirty (30) day prior written notice by certified mail, return receipt requested, has been given to the District.

The Contractor shall furnish the District original endorsements affecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

8. **IRS Form W-9** - All Proposals must include the following Internal Revenue Service form:

IRS Form W-9 Request for Taxpayer Identification Number and Certification
Form W-9 is available at: www.irs.gov/pub/irs-pdf/fw9.pdf

9. **Conflict of Interest Certification** - Complete, sign, and date the enclosed Conflict of Interest certification included with this RFP (pages 17 & 18).
10. **Contractor Certification: Prohibition on Political Contribution**- Complete, sign, and date the enclosed Contractor Certification (pages 19 & 20).
11. **Letters of Recommendation (three pages)** - Include no more than three recent letters of recommendation from school district clients.

END OF PROPOSAL COMPONENTS

AWARD

1. **Award of Proposal** - Award will be made to the firm(s) offering the most advantageous proposal in their area of specialization. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District after all factors have been evaluated.
2. **Award Evaluation Criteria** - Evaluation criteria that will be used to evaluate all proposals received are listed below:
 - a. Qualifications and availability of key persons to be assigned to the contract resulting from this solicitation
 - b. Number of years of experience the firm has in this type of business, and with accounts of this size
 - c. Demonstrated competence in relative experience, references, and background check
 - d. Experience in performance of comparable work
 - e. Costs/fees
 - f. Financial stability
 - g. Conformance with the specifications of this RFP

The superintendent or designee may also contact and evaluate the firm's references, contact any vendor representative to clarify any response, contact any current users of the firm's services, solicit information from any available source concerning any aspect of a proposal, and review any information deemed pertinent to the evaluation process. The District shall not be obligated to accept the lowest priced proposal, but will make an award in the best interest of the District.

Discussions may, at the District's sole option, be conducted with responsible representatives who submit proposals determined to be reasonably susceptible of being selected for an award. Discussions may be for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Firms shall be given fair and equal treatment with respect to any opportunity for discussion and written revision of proposals. Revisions may be permitted after submission, and before award for obtaining best and final proposals. In conducting discussions, the District will not disclose information derived from proposals submitted by competing firms.

3. **Award Selection Process** - Selection of qualified firms to be interviewed will be based on the following: quality and completeness of submitted proposal, understanding of objectives, project approach, experience and expertise with public agencies and similar types of efforts, and references. Additional questions may be asked of firms during the

interview process. Firm(s) awarded contract(s) will be expected to sign the District's standard Independent Contract Agreement.

END OF AWARD

KEY ACTION DATES

The anticipated schedule for completion of this RFP is shown below. Please note: Dates are subject to change:

Milestone	Date
Release of Request For Proposal (RFP)	July 28, 2026
Deadline for Questions/Clarifications	August 4, 2026
Responses to Request for Clarification	August 7, 2026
Proposal Due Date	August 14, 2026
Screening/Interviews/Reference Checks/Contract Negotiations	TBD
Board Approval	September 10th, 2026

END OF KEY ACTION DATES

PRICING SHEET

The purpose of this form is to provide a standard format by which the Proposer submits to the District a summary of the estimated costs suitable for detailed review and analysis. The Proposer shall complete the Price/Cost Proposal in its entirety. The negotiated hourly rate shall become the basis for payment of invoices and will be reflected in the Consultant Agreement. Hourly rates shall remain fixed for the duration of the contract period. The number of hours listed below is for evaluation purposes only, and may vary. The District does not guarantee the number of hours.

Name of Firm _____

Name of Office _____

Signature _____ Date _____

Title	Hourly Rate
Senior Partner/Shareholder	
Partner	
Senior Associate	
Associate	
Paralegal	
Special Counsel	
Other, list:	

CERTIFICATION
REQUEST FOR PROPOSAL
LEGAL SERVICES FOR
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

I certify that I have read the attached **Request For Proposal - (RFP) Legal Services**, and the instructions for submitting an RFP. I further certify that I must submit for each area of specialization, six (6) paper copies and one (1) electronic PDF copy on a flash drive of the firm's proposal in response to this request, completed Certification by Contractor Criminal Records Check and that I am authorized to commit the firm to the proposal submitted.

Signature

Typed or Printed Name

Title

Company

Address

Address

Telephone

Fax

Date

If you are bidding as a corporation,
please provide your corporate seal
here:

E-Mail Address

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE SECTION 45125.1)

Education Code Section 45125.1 provides that if the employees of any entity that has a contract with a school district may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code Section 1192.7(c), or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contractor shall not permit an employee to come in contact with pupils until the Department of Justice has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the governing board of the school district that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code Section 667.5(c) lists the following "violent" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person's genital or anal openings by foreign or unknown objects against the victim's will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code Section 1192.7 lists the following "serious" felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a noninmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of the Alum Rock Union Elementary School District:

I, _____ certify that:
Name of Respondent

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code Section 45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for the District, my employees may have contact with students of the District.
3. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code Section 1192.7 and this determination was made by a fingerprint check through the Department of Justice.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, California on _____
Date

Signature

Typed or printed name

Title

Address

Telephone

CONFLICT OF INTEREST CERTIFICATION

All respondents shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME _____

TITLE OF OFFICER _____

NAME OF COMPANY _____

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team members or consultants been employed by the District in the last three years? [Yes] [No] If your answer is "Yes", please provide the following information:

- | | | |
|----|-----------------------------|------------|
| a. | Full-time employee? | [Yes] [No] |
| | Part-time employee? | [Yes] [No] |
| | As-needed employee? | [Yes] [No] |
| | Consultant? | [Yes] [No] |
| | Other? Please explain below | |

Explain: _____

- b. Dates of employment/employment contract/consulting contract?

- c. Which department(s) did employee(s) work at the District?

- d. Name of Supervisor(s)?

- e. Describe job duties and responsibilities for each District position held.

- f. Last date of employment?

2. Does (has) any District Board Member or District employee have (had) a business position, or serve as an Officer, Partner or Shareholder in your company? [Yes] [No] If the answer is "Yes", please provide the following information:

- a. Name(s) of the Board Member(s) or employee(s)?

- b. Title/position with your company?

- c. If anyone is (was) District Board Member or employee, what percentage of your company's shares does he/she own?

3. Are any of your former employees or consultants presently employed by the District? [Yes] [No]
If the answer is "Yes", please provide the following information for each employee:

- a. Name of former employee(s)?

- b. Position/title with your company?

- c. Please describe their duties and responsibilities for each position held at your company.

- d. Dates of employment?

I declare under Penalty of Perjury, under the laws of the State of California, that the above mentioned statements are true and correct to the best of my knowledge, and this declaration was executed on:

_____, 2026 ; in the
Month Day

City State

Signature

Printed Name

Title



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127

Phone: 408-928-6800

Fax: 408-928-6416

www.arusd.org

CONTRACTOR CERTIFICATION: PROHIBITION ON POLITICAL CONTRIBUTIONS

CONTRACTOR NAME: _____ ("Contractor")

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

By signing below, Contractor certifies the following:

1. Contractor has read and understands Resolution #33-25/26 and agrees to abide by its terms as a condition of award of any contract with the Alum Rock Union Elementary School District for the period of time specified in Resolution #33-25/26, and has read and understands and agrees to the District's remedies therein upon a material breach of Resolution #33-25/26.
2. Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or other entity under its control) has not made any political contribution or pledge of contribution, whether monetary or in-kind, to any current or prospective candidate for the ARUSD School Board, any ARUSD political committee, or any committee controlled by such candidate or officeholder during the 18 month period immediately preceding the contract award, nor during any negotiations for the Contract.
3. During the term of this Contract, and for a period of 18 months following its expiration or termination, Contractor (and any officer, director, principal, owner, subsidiary, affiliate, subcontractor, or controlled entity) shall not directly or indirectly make any contribution or pledge of contribution to:
 - any candidate for the ARUSD School Board;
 - any current ARUSD School Board Member running for any local, state, or federal office;
 - any ARUSD-related political campaign; or
 - any political action committee or independent-expenditure committee whose expenditures support or oppose ARUSD Board Members or candidates for the ARUSD School Board or any other office held or sought by an ARUSD Board Member.

George Sanchez, Interim Superintendent

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

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

4. Contractor shall disclose in writing to ARUSD any political contributions made during the Contract term (or restricted post-contract period), including the identity of the recipient, the amount, the date, and whether the contribution was direct or associated with independent expenditures.
5. Contractor will provide a copy of this signed Certification and the attached Resolution #33-25/26 to each of its officers, directors, principals, owners, subsidiaries, affiliates, subcontractors, or other entity under its control.

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

Dated: _____

"Contractor"

Print name: _____

Title: _____

George Sanchez, Interim Superintendent

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

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: December 12, 2025

Subject: Approve Consideration of Resolution Prohibiting Political Contributions by Contracted Firms.

Support Information: The Board is asked to consider a resolution prohibiting any contracted firm and any of its principals, subsidiaries, subcontractors, or associated entities from making political contributions related to ARUSD.

☒ Approved ☐ Withdrew

☐ Denied ☐ Tabled

Recommend Approval

Other _____

Superintendent's Office

Submitted by: Sandra Garcia

Title: Interim Superintendent

To the Board of Trustees:

Meeting: December 18, 2025
Regular Board Meeting

6.10

Agenda Placement

Sandra Garcia
Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Andres Quintana Seconded by: Minh Pham
Approved: 4 Not Approved: 1 Tabled: 0

Corina Herrera-Leera

ALUM ROCK UNION SCHOOL DISTRICT

RESOLUTION NO. 33-25/26

RESOLUTION ADOPTING A POLICY PROHIBITING POLITICAL CONTRIBUTIONS BY CONTRACTED FIRMS

Adopted: December 18, 2025

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

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

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

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

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

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

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

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

Contractor Political Contribution Prohibition

1. Pre-Award Certification

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

2. Prohibition During and After the Contract Term

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

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

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

3. Certification and Disclosure Requirements

As a condition of contract award, the Contractor shall submit a written certification under penalty of perjury affirming compliance with this provision.

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

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

4. **Material Breach and Remedies**

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

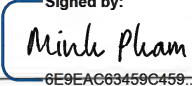
- termination of the Contract;
- forfeiture or repayment of District funds;
- ineligibility for future District contracts; and
- any additional remedies available under law or District policy.

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

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

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

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

Signed by:

6E9EAC63459C459...
Clerk of the Governing Board

Date: December 18, 2025