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REQUEST FOR PROPOSAL

RFP No. 2627-MOT01

FOR

TREE SERVICES

Deadline: 1:00:00 p.m., on November 20th, 2026.

Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
http://www.arusd.org

For Information Contact:
Juan Mendoza, Operations Manager
2930 Gay Avenue
San Jose, CA 95127
408-928-6871
juan.mendoza@arusd.org

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INVITATION AND BACKGROUND

NOTICE IS HEREBY GIVEN that the Alum Rock Union Elementary School District ("District") is seeking proposals from qualified firms to provide tree services district-wide. The District will receive sealed proposals up to, and no later than, 1:00:00 p.m. on November 20th, 2026.

Qualified persons, firms, and organizations are invited to submit three (3) paper copies and one (1) electronic version on a flash drive. Proposals shall be submitted in a sealed envelope, no later than 1:00:00 p.m. on November 20th, 2026 clearly marked RFP No. 2627-MOT01. Each firm is responsible for the delivery of their proposals. If the proposal is delivered late or to the wrong address, by any delivery method, the bidder bears full responsibility.

FAX OR EMAIL PROPOSALS WILL NOT BE ACCEPTED. Proposals received after the above stated time and date will be returned to the vendor unopened. The selection process may include a screening review and evaluation of the proposals. The time clock in the Purchasing Department will be used as the official timestamp. Sealed proposals will be received at:

Alum Rock Union Elementary School District
Purchasing Department
2930 Gay Avenue
San Jose, CA 95127
Attn: Juan Mendoza,
Operations Manager

District office hours are Monday through Friday, 7:30 a.m. to 4:30 p.m. All questions or requests for clarification regarding this RFP should be submitted via email to Juan Mendoza at juan.mendoza@arusd.org no later than 4:00:00 p.m. (California time) on Nov. 13th, 2026.

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 proposal(s) 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.

Alum Rock Union Elementary School District reserves the right to postpone selection for its own convenience, to withdraw this Request for Proposals at any time, and to reject any and all proposals without indicating any reason for rejection; or to negotiate with any, all, or none of the respondents to the RFP. This RFP does not obligate Alum Rock Union Elementary School District to negotiate a contract. Proposals will not be returned. No compensation shall be paid for any work related to preparation of any proposals. No amount of work is guaranteed.

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.

The Alum Rock Union Elementary School District serves students in grades TK - 8th, as well as special education and preschool programs. The District has 22 campuses, along with a central district office.

District demographics and quick facts:

Enrollment	6,300 (approx.)
Grades	TK – 8
Employees	900 (approx.)
Board of Trustees	Five elected board members

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)	November 4th, 2026
Deadline for Questions/Clarifications	4:00:00 p.m. (California time) on November 13th, 2026
Responses to Request for Clarification (all responses posted on district website)	On or before November 17th, 2026
Proposal Due Date	1:00:00 P.M. (California time) on November 20th, 2026
Board Approval	December 17th, 2026
Intent to Award	Week of January 4th-8th, 2027

CONTRACT PERIOD

It is the intent of this Request for Proposal to award a one-year contract, with the opportunity to renew for additional periods, after successful negotiations between the district and the firm(s).

Awarded firm will be required to fill out the districts Independent Contractor Agreement for Services and components (see attached, pages 17-39).

OVERVIEW OF SCOPE OF WORK

The Alum Rock Union School District ("District") is seeking qualified and experienced tree service contractors to provide professional tree maintenance, pruning, removal, inspection, stump grinding, emergency response, and related arboricultural services at District facilities.

The purpose of this Scope of Work is to establish consistent standards for the safe, professional, and timely maintenance of District trees while promoting public safety, tree health, appearance, accessibility, and protection of District property.

Work performed at active and closed school facilities shall be coordinated to minimize disruption to students, staff, visitors, and normal school operations.

SCOPE OF WORK

1. GENERAL REQUIREMENTS

The Contractor shall:

1. Provide all labor, supervision, equipment, vehicles, tools, materials, traffic control, safety equipment, and other resources necessary to complete the authorized work.

2. Provide qualified and properly trained personnel with experience in commercial, institutional, municipal, or school-site tree care.

3. Comply with all applicable federal, state, and local laws, regulations, ordinances, codes, safety requirements, and applicable industry standards.

4. Maintain all licenses, registrations, certifications, permits, and insurance required to perform the work throughout the term of the agreement.

5. Provide a qualified supervisor or foreman at each work location when required by the District.

6. Coordinate all work with the District's Maintenance & Operations Department and follow the direction of the District's designated representative.

7. Protect District buildings, roofs, fences, irrigation systems, playground equipment, athletic facilities, vehicles, sidewalks, utilities, landscaping, and other District property from damage during the performance of work.

8. Maintain a safe, clean, and orderly work site throughout the duration of each assignment.

9. Remove all debris and materials generated by the Contractor's work from the site unless otherwise directed in writing by the District.

10. Immediately notify the District of any damage to District property resulting from Contractor operations.

11. Repair, replace, or reimburse the District for property damaged by the Contractor, its employees, subcontractors, or equipment.

12. Work shall be performed in accordance with all applicable industry standards and best practices, including but not limited to:

I. American National Standards Institute (ANSI) A300 Pruning Standards

II. ANSI Z133.1 Safety Standards

III. ISA Best Management Practices: Tree Pruning

2. TREE SERVICES

The Contractor may be required to provide one or more of the following tree-related services as directed by the District:

- Tree inspection and assessment
- Tree pruning
- Hazardous limb removal
- Tree removal
- Stump grinding
- Root pruning
- Emergency tree services
- Storm damage response
- Debris removal
- Arboricultural assessments and recommendations
- Other related tree care services authorized by the District

3. TREE INSPECTION AND ASSESSMENT

The Contractor shall inspect trees identified by the District and provide an assessment of the tree's condition and any conditions that may require corrective action.

Assessments may include, but are not limited to:

- Overall tree health and condition
- Structural condition
- Dead, diseased, or damaged limbs
- Hazardous or unstable branches
- Trunk defects
- Cavities or visible decay
- Root-related concerns
- Leaning or unstable trees
- Pest or disease conditions
- Clearance issues
- Conflicts with buildings, sidewalks, utilities, vehicles, or other infrastructure
- Potential hazards to students, staff, visitors, pedestrians, vehicles, or District property

When requested by the District, the Contractor shall provide written recommendations, photographs, and proposed corrective actions.

The Contractor shall immediately notify the District of any condition identified during an inspection that presents an immediate safety concern.

4. TREE PRUNING

Tree pruning shall be performed using accepted professional arboricultural practices and shall be appropriate for the species, age, size, condition, and location of each tree.

Pruning services may include:

- Crown cleaning
- Crown thinning
- Crown raising
- Crown reduction
- Structural pruning
- Deadwood removal
- Removal of broken, damaged, or hazardous branches
- Clearance pruning
- Clearance from buildings and roofs
- Clearance from sidewalks and pedestrian areas
- Clearance from parking areas
- Clearance from athletic fields
- Clearance from playgrounds
- Clearance from roads and driveways
- Clearance from lighting

• Clearance from signage

• Clearance from security equipment

• Removal of branches interfering with District operations

The Contractor shall not top, excessively reduce, or otherwise severely prune trees unless specifically authorized in writing by the District.

Pruning cuts shall be performed in accordance with accepted arboricultural practices and shall minimize unnecessary damage to the tree.

5. TREE REMOVAL

When authorized by the District, the Contractor shall remove trees determined by the District or a qualified arboricultural professional to be dead, hazardous, diseased, structurally unsound, or otherwise approved for removal.

Tree removal shall include, as applicable:

1. Establishment of a safe work zone.

2. Installation of appropriate barricades and warning signs.

3. Protection of surrounding buildings, structures, landscaping, utilities, and other District property.

4. Directional, sectional, or controlled removal as appropriate for site conditions.

5. Cutting and removal of the trunk, branches, and associated tree material.

6. Loading and removal of debris.

7. Cleanup of the work area.

8. Stump grinding when included in the authorized work order.

9. Removal of stump grindings or backfilling of the stump area as directed by the District.

The Contractor shall not remove, cut down, or materially alter any District tree without prior written authorization from the District.

6. STUMP GRINDING

When requested by the District, the Contractor shall grind tree stumps to a depth sufficient to allow the District to restore, landscape, or otherwise utilize the affected area.

Unless otherwise specified in the work order, stump grinding shall include:

- Grinding the stump and major surface roots as reasonably accessible
- Removal or redistribution of grindings as directed by the District
- Cleanup of the surrounding area
- Removal of excess debris
- Backfilling of the affected area when specifically required by the District

The Contractor shall identify and protect underground utilities and other infrastructure prior to performing stump grinding or related excavation activities.

7. EMERGENCY TREE SERVICES

The Contractor shall provide emergency tree services upon the District's request.

Emergency services may include, but are not limited to:

- Fallen trees
- Fallen branches or limbs
- Storm-damaged trees

• Trees blocking roads, driveways, sidewalks, or access routes

• Trees or limbs damaging buildings or structures

• Trees or limbs affecting utilities

• Hazardous hanging or broken branches

• Trees or limbs creating an immediate safety concern

• Tree-related damage affecting school entrances

• Tree-related hazards affecting playgrounds

• Tree-related hazards affecting athletic fields

• Tree-related hazards affecting parking areas

7.1 Emergency Response Time

The Contractor shall provide emergency response services in accordance with the following requirements:

Emergency Calls:

The Contractor shall respond to emergency calls for the clearing and removal of fallen trees, large branches, or tree limbs from District property within four (4) hours of the District's service request.

Priority Calls:

The Contractor shall respond to priority calls for the clearing and removal of fallen trees, branches, or tree limbs from District property within twenty-four (24) hours of the District's service request.

The District will determine whether a service request is classified as an Emergency Call or Priority Call based on the nature and severity of the condition and the potential impact to safety, school operations, or District property.

The Contractor shall provide the District with an estimated arrival time when accepting an emergency or priority service request.

Emergency services may be requested during:

- Normal school hours
- Evenings
- Weekends
- Holidays
- School closures
- Summer recess

The Contractor shall maintain an emergency contact number through which the District can request emergency services.

8. DEBRIS REMOVAL AND SITE CLEANUP

The Contractor shall remove all tree debris generated by its work unless the District specifically directs otherwise in writing.

Debris may include:

- Branches
- Leaves
- Logs
- Wood chips
- Sawdust

• Stump grindings

• Tree sections

• Other materials generated as a result of the Contractor's work

Upon completion of each work assignment, the Contractor shall leave the work area in a clean, safe, and orderly condition acceptable to the District.

The Contractor shall clean all affected:

- Sidewalks
- Driveways
- Parking areas
- Playgrounds
- Athletic areas
- Roadways
- Building entrances
- Other areas affected by the work

Affected surfaces shall be blown, swept, or otherwise cleaned as necessary to remove debris and restore the area to a safe condition.

9. WOOD AND TREE MATERIAL DISPOSAL

Unless otherwise directed by the District, all removed wood, branches, logs, chips, and other tree debris shall be the responsibility of the Contractor.

The Contractor shall properly transport, dispose of, recycle, or otherwise manage all tree materials in accordance with applicable federal, state, and local laws and regulations.

The Contractor shall not leave logs, branches, wood chips, stump grindings, or other tree materials on District property without prior written authorization from the District.

10. LOCATIONS

WORKSITE	ADDRESS
Alum Rock Union School District Office	2930 Gay Avenue, San Jose, CA 95127
*Adelante Dual Language Academy	2999 Ridgemont Dr, San Jose, CA 95127
*Adelante Dual Language Academy II	1970 Cinderella Ln, San Jose, CA 95116
Aptitud Community Academy at Goss	2475 Van Winkle Ln, San Jose, CA 95116
*Sylvia Cassell Elementary School	1300 Tallahassee Dr, San Jose, CA 95127
Cesar Chavez Early Learning Center	2000 Kammerer Avenue, San Jose, CA 95127
*Horace Cureton Elementary School	3720 E Hills Drive, San Jose, CA 95127
Anthony Dorsa Elementary School (SPED Department)	1290 Bal Harbor Drive, San Jose, CA 95122
Adelante Academy (formally Fischer)	1720 Hopkins Dr, San Jose, CA 95122
*Joseph George Middle School	277 Mahoney Drive, San Jose, CA 95127
Hubbard Media Arts Academy	1680 Foley Ave San Jose, CA 95127
*L.U.C.H.A. Elementary School	1711 E San Antonio St, San Jose, CA 95116
Linda Vista Elementary School	100 Kirk Avenue, San Jose, CA 95127
Lyndale Elementary School	13901 Nordyke Drive, San Jose, CA 95127
Renaissance at Mathson	2050 Kammerer Avenue, San Jose, CA 95116
McCollam Elementary School	3311 Lucian Ave, San Jose, CA 95127
*Donald J. Meyer Elementary School	1824 Daytona Dr, San Jose, CA 95127
Ocala S.T.E.A.M. Academy	2800 Ocala Avenue, San Jose, CA 95148

Russo/McEntee Academy	2851 Gay Ave, San Jose, CA 95127
Ben Painter Elementary School	500 Rough & Ready Road, San Jose, CA 95133
Ryan S.T.E.A.M. Academy	1241 McGinness Ave, San Jose, CA 95127
San Antonio Elementary School	1721 E San Antonio St, San Jose, CA 95116
William Sheppard Middle School	480 Rough & Ready Road, San Jose, CA 95133

*Closed sites

COST PROPOSAL

Contractors must describe and define all costs associated with an annual contract for Tree Services. The proposal cost must include all costs for services in order to perform in accordance with the scope of services.

CONTACT PERSON

All questions and inquiries regarding the Request for Proposal specifications should be directed to Juan Mendoza Operations Manager, juan.mendoza@arusd.org.

PROPOSAL EVALUATION

Proposals will be evaluated based on the following criteria:

1. Qualifications of the proposer;
2. Demonstrated expertise and past experience in conducting similar services;
3. Service, functions, and capabilities proposed;
4. Cost of proposal; and
5. Contract terms.

SUMMARY

It is the responsibility of the proposer to submit a proposal that best meets the requirements outlined in this Request for Proposal (RFP). The proposer may elect to include information not requested and the content of the proposal shall be at the discretion of the Proposer. It is the intent of the district to award a contract(s) for Tree Services as a result of this RFP; the school district reserves the right to reject any or all such proposals that it deems not in the best interest of the district and/or students. This Request for Proposal and the proposal submission shall be the basis for a contract award.

SAMPLE AGREEMENT ONLY

RFP NO. 2627-MOT01

Tree Services

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

Submitted by: _____

☐ **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: _____

   Address: _____City: _____ State: _____ Zip:_____

   Phone: (_____)_____ Email Address:_____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on _____, 20_____, and will diligently

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").

   _____

   _____

   _____

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.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	**Accountant Initials**

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

This Independent Contractor Agreement for Services ("Agreement") is made and entered into as of the _____ day of _, 20_____, by and between the Alum Rock Union School District ("District") and _____ _____ ("Contractor"), (together, "Parties").

RECITALS

WHEREAS, Public Contract Code section 20111 authorizes Districts to contract with and employ any person for the furnishing of non-construction services, if the contract amount is no greater than the annually adjusted statutory limit, which is $109,300 in 2023;

WHEREAS, the District duly determined that it needs some or all of the services (collectively, "Services") to be provided pursuant to this Agreement; and

WHEREAS, Contractor is specially trained and experienced and competent to perform the services required by District, and those services are needed on a limited basis.

NOW, THEREFORE, the Parties agree as follows:

TERMS

1. **Submittal of Documents**. Contractor shall not commence the Services under this Agreement until Contractor has submitted and District has approved the certificate(s) and affidavit(s), and the endorsement(s) of insurance required as indicated below:

   _____ Signed Agreement
   _____ Workers' Compensation Certification
   _____ Fingerprinting/Criminal Background Investigation Certification
   _____ Insurance Certificates and Endorsements (**include** sexual misconduct if working with students)
   _____ W-9 Form
   _____ Tuberculosis Clearance (Exhibit B)
   _____ Gifts and Conflicts of Interest Policy (Exhibit C)
   _____ Other: _____

2. **Materials**. Contractor shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement. Notwithstanding the foregoing, District shall not be responsible for any damages to persons or property as a result of the use, misuse or failure of any Equipment used by Contractor or Contractor's agents, personnel, employee(s), and/or subcontractor(s), even if such Equipment is furnished, rented or loaned to Contractor by the District.

3. **Independent Contractor**. Contractor, in the performance of this Agreement, shall be and act as an independent contractor. Contractor represents and warrants that: (A) Contractor is free from the control and direction of District in connection with the performance of the Services, both under the Agreement and in fact; (B) Contractor's Services are outside the usual course of District's business; and (C) Contractor is customarily engaged in an

independently established trade, occupation, or business of the same nature as that involved in the Services.

Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of District, and are not entitled to benefits of any kind or nature normally provided employees of District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. Contractor shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to Contractor's employees. By checking the applicable box below, Contractor hereby represents and warrants to District the following:

☐ Contractor is and shall be a resident of the State of California or is otherwise exempt from withholding. To the extent an exemption is sought, Contractor will provide District with appropriate evidence including, without limitation, FTB Form 590. Contractor shall still be responsible for payment of all state and federal taxes.

☐ Contractor is not a resident of the State of California or otherwise not exempt from withholding, and Contractor authorizes District to withhold from all payments made to Contractor under this Agreement all taxes required to be withheld by law. (See, e.g., California Revenue & Taxation Code section 18661 et seq.)

4. **Performance of Services**.

4.1. **Standard of Care**. Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District in accordance with generally and currently accepted principles and practices of its profession for services to California school districts.

4.2. **Safety and Security**. Contractor is responsible for maintaining safety in the performance of this Agreement.

5. **Disputes**. In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, disputes may be determined by mediation if mutually agreeable, otherwise by litigation. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, Contractor shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to Contractor's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time Contractor submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process. Pending resolution of the dispute, Contractor agrees it will neither rescind the Agreement nor stop the performance of the Services.

6. **Termination**.

6.1. **For Convenience by District**. District may, at any time, with or without reason, terminate this Agreement and compensate Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by Contractor or no later than three (3) calendar days after the day of mailing, whichever is sooner.

6.2. **With Cause by District**. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include material violation of this Agreement by Contractor; or any act by Contractor exposing District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate.

7. **Indemnification**. To the furthest extent permitted by California law, Contractor shall indemnify and hold harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers (the "Indemnified Parties") from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Contractor. Contractor shall, to the furthest extent permitted by California law, defend the Indemnified Parties at Contractor's own expense, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

8. **Insurance**.

8.1. Contractor shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.

Type of Coverage	**Minimum Requirement**
Commercial General Liability Insurance, including Bodily Injury, Sexual Misconduct, Personal Injury, Property Damage, Advertising Injury, and Medical Payments	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Automobile Liability Insurance - Any Auto	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000
Professional Liability Insurance	$ 1,000,000
Workers' Compensation Insurance	Statutory Limits
Employers' Liability Insurance	$ 1,000,000
Abuse and Molestation Insurance	
Each Occurrence	$ 1,000,000
General Aggregate	$ 2,000,000

8.2. **Proof of Insurance**. Contractor shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to District and approved by District.

9. **Compliance with Laws**. Contractor shall observe and comply with all rules and regulations of the governing board of District and all federal, state, and local laws, ordinances and regulations. If Contractor performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Contractor shall bear all costs arising therefrom.

10. **Certificates/Permits/Licenses/Registrations**. Contractor and all Contractor's employees or agents shall secure and maintain in force such certificates, permits, licenses, and registrations as are required by law in connection with the furnishing of Services pursuant to this Agreement.

11. **Anti-Discrimination**. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Contractor agrees to require like compliance by all of its subcontractor(s).

12. **Fingerprinting**. The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services. Contractor expressly acknowledges that the following conditions shall apply to any work performed by Contractor and/or Contractor's employees on a school site:

    12.1. All site visits shall be arranged through the District;

    12.2. Contractor and Contractor's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

    12.3. Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site;

    12.4. Once at such location, Contractor and Contractor's employees shall not change locations without contacting the District;

    12.5. Contractor and Contractor's employees shall not use student restroom facilities; and

    12.6. If Contractor and Contractor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

13. **Tuberculosis-Clearance.** The Tuberculosis Clearance Certification (Exhibit B) must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

14. **Business Gifts and Conflicts of Interest Policy**. The Business Gifts and Conflicts of Interest Policy (Exhibit C) must be completed and attached to this Agreement prior to Contractor's performing of any portion of the Services.

15. **Limitation of District Liability**. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for

any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

16. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission or electronic mail, addressed as follows:

District:	**Contractor:**
Alum Rock Union School District	[NAME]
2930 Gay Avenue	
San Jose, CA 95127	_____
Fax: _____	Fax: _____
Email: _____	Email: _____
ATTN: _____	ATTN: _____

Any notice personally given or sent by facsimile transmission or electronic mail shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) calendar days after deposit in the United States mail.

17. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

18. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

19. **Venue**. The Parties further agree that any action or proceeding brought to enforce the terms and conditions f this Agreement shall be maintained in the county in which District's administrative offices are located.

20. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

21. **Severability**. If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

22. **Interpretation**. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

23. **Signature Authority**. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

24. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

25. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

[REMAINDER OF PAGE INTENTIONALLY BLANK; SIGNATURE PAGE FOLLOWS]

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT APPROVALS:

Program Manager: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., Bus. Services: _____ Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Dated: _____, 20___

Alum Rock Union School District:

By: _____

Print Name: Dr. Marnie Hazelton

Print Title: Superintendent

Dated: _____ 20____

Contractor:

By: _____

Print Name: _____

Print Title: _____

Information regarding Contractor:

License No.: _____

Address: _____

_____

Telephone: _____

Facsimile: _____

E-Mail: _____

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation, State: _____
____ Limited Liability Company
____ Other: _____

_____:
Employer Identification and/or
Social Security Number

NOTE: Section 6041 of the Internal Revenue Code (26 U.S.C. 6041) and Section 1.6041-1 of Title 26 of the Code of Federal Regulations (26 C.F.R. 1.6041-1) requires the recipients of $600.00 or more to furnish their taxpayer information to the payer. In order to comply with these requirements, District requires Contractor to furnish the information requested in this section.

EXHIBIT A
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Contractor's entire Proposal is **not** made part of this Agreement.

WORKERS' COMPENSATION CERTIFICATION

Labor Code Section 3700 in relevant part provides:

> Every employer except the State shall secure the payment of compensation in one or more of the following ways:
>
> - By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
>
> - By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing satisfactory proof to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Services of this Agreement.

Date: _____

Name of Contractor: _____

Signature: _____

Print Name and Title: _____

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with District prior to performing any Services under this Agreement.)

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION (NON-CONSTRUCTION CONTRACTS)

In accordance with the Department of Justice fingerprint and criminal background investigation requirements of Education Code section 45125.1 et seq.

With respect to the Independent Contractor Agreement for Services ("Agreement") between the Alum Rock Union School District ("District") and _____ ("Contracting Party"):

One of the boxes below must be checked with regard to Contracting Party and Contracting Party's personnel (officers, principals, paid or unpaid employees, volunteers, agents, subtenants and subcontractors of Contracting Party who will provide services under the Agreement) ("Contracting Party's Personnel") and the arrangements verified by an authorized representative of District prior to commencement of the Agreement.

- ☒ Fingerprinting/Background Check requirements do not apply because Contracting Party/Contracting Party's Personnel will not have any interaction with District pupils based on the type of service being provided, the location at which services will be provided, or for other reason (Specify):

  _____

- ☒ Contracting Party/Contracting Party's Personnel qualify for a waiver of fingerprint/criminal background check requirements on the following basis:

  - ☐ The services provided by Contracting Party/Contracting Party's Personnel are for an emergency or exceptional situation, such as when pupil health or safety is endangered or when repairs are needed to make school facilities safe and habitable. [Ed. Code, §45125.1(b)]

  - ☐ Contracting Party/Contracting Party's Personnel will have no interaction with District pupils that is not under the immediate supervision and control of the pupil's parent/guardian. Enter details of parental supervision:

    _____

    _____

  - ☐ Contracting Party/Contracting Party's Personnel will have no interaction with pupils that is not under the immediate supervision and control of a District employee who has been properly fingerprinted and undergone background checks. Enter details of District employee supervision arrangements:

    _____

    _____

- ☒ Contracting Party is a sole proprietor who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee, and in accordance with the fingerprinting requirements of Education Code section 45125.1(h), hereby agrees to the District's preparation and submission of fingerprints so that the California Department of Justice may determine (A) that Contracting Party has not been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work or action under the Agreement shall commence until the Department of Justice ascertains that Contracting Party has not been convicted of a felony as defined in Government Code Section 45122.1.

- × Contracting Party is not a sole proprietor and has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contracting Party's Personnel who may interact with District pupils not under the immediate supervision of a pupil's parent, guardian or District employee during the term of the Agreement, and the California Department of Justice has determined (A) that none of Contracting Party's Personnel has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When the Contracting Party performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. A complete and accurate list of Contracting Party's Personnel who may come in contact with District pupils during the course and scope of the Agreement is attached hereto. No work or action under the Agreement shall commence until the Department of Justice ascertains that none of Contracting Party's Personnel has been convicted of a felony as defined in Government Code Section 45122.1.

CONTRACTING PARTY CERTIFICATION

I am a representative of the Contracting Party entering into this Agreement with the District, and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of the Contracting Party. By signing below, I certify that the information contained on this certification form is accurate. I understand that it is Contracting Party's sole responsibility to maintain, update, and provide the District with current "Fingerprint and Criminal Background Check Certification" information for all Contracting Party's Personnel throughout the duration of the Agreement. **A list of Contracting Party's Personnel is attached hereto as Attachment A.**

Date: _____

Contracting Party: _____

Signature: _____

Print Name: _____

Title: _____

Exhibit B

TUBERCULOSIS-CLEARANCE

The undersigned does hereby certify to the governing board of the District as follows:
I am a representative of the Contractor currently entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.
Contractor's responsibility for tuberculosis clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.
Contractor certifies that at least one of the following items applies to the services that are the subject of the Agreement:

☐ The Contractor has **complied** with the tuberculosis requirements of Education Code section 49406.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.

☐ Contractor's will not have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2. District shall ensure the safety of the pupils by at least one of the following as marked:

_____ The installation of a physical barrier at the worksite to limit contact with pupils.

_____ Contractor's services under the Agreement are to be provided at an unoccupied school site only and/or will not be done on any District property and no employee and/or subcontractor or supplier of any tier of Agreement shall come in contact with District pupils.

Must be completed by Contractor's authorized representative.

I am a representative of the Contractor entering into this Agreement with the District and I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Date: _____

Name of Contractor or Company: _____

Signature: _____

Print Name and Title: _____

OR

☐ **To be completed by authorized District employee only.**

Contractor's services under the Agreement will be provided at a school. Contractor employees and/or subcontractor or supplier of any tier of Agreement shall **NOT** come in contact with District pupils. Contractor's employees will not have direct contact with District pupils and the District will take appropriate steps to protect the safety of any pupils while executing this contract. As an authorized District official, I am familiar with the facts herein certified, and am authorized to supervise the contract, employees and execute this certificate on behalf of the District.

Date: _____

District Representative's Name and Title: _____

Signature: _____

Exhibit C

Business Gifts and Conflicts of Interest Policy Notice

The following is Alum Rock Union Elementary School District's (ARUSD) policy on business gifts and conflicts of interest. Please sign and return a copy of this policy, acknowledging that you have received it and agree to abide by its terms. We also ask that you circulate the policy to any individuals in your organization that have contact with ARUSD employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for ARUSD are to be based solely on what is in the best interest of ARUSD.
2. No gifts. ARUSD employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with ARUSD except as follows:
    a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding $470 in a calendar year.
    b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. ARUSD employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to ARUSD. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. ARUSD employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. ARUSD employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. ARUSD employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to ARUSD whenever a relative has a significant interest in a transaction or a significant relationship with an ARUSD vendor.
6. All employees covered. This policy applies to all ARUSD officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of ARUSD business.

As a valued vendor of ARUSD, please acknowledge your receipt of this policy and your agreement to abide by it.

Received and agreed to on behalf of vendor by:

Signature: _____

Printed_____

Name: _____

Title: _____Date: _____

Vendor Name: _____

Vendor Address: _____

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:

Full-time employee? [Yes] [No]

Part-time employee? [Yes] [No]

As-needed employee? [Yes] [No]

Consultant? [Yes] [No]

Other? Please explain below

Explain: _____

a. Dates of employment/employment contract/consulting contract?

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

c. Name of Supervisor(s)?

d. Describe job duties and responsibilities for each District position held.

e. 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 providing 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:

_____ _____,20____; in the
Month Day

_____ _____
City State

_____
Signature

_____
Printed Name

_____
Title

ATTACHMENT "A"

Contracting Party's Personnel

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of personnel, attach additional copies of this page.

NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH RFP

(Public Contract Code section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

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.

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:_____

6.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: December 12, 2025

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

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

The Board of Trustees of the Alum Rock Union School District took the following action: 12-9-25
Approved rew
Withd
Other
Denied Tabled
Superintendent's Office

Recommend Approval

Interim Superintendent

Submitted by: Sandra Garcia Title:

To the Board of Trustees: 6.10

Meeting: December 18, 2025 Regular Board

Sand nterim

Agenda Placement ra Garcia, I Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Quintero Seconded by: Minh Pham

Motion by: Andres

Approved 4 Not Approved: 1 Tabled: 0

Corina Herrera-Leeq

Docusign Envelope ID: 1006AD78-D60F-4587-9F69-8610F223C494

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:

Docusign Envelope ID: 1006AD78-D60F-4587-9F69-8610F223C494

Contractor Political Contribution Prohibition

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

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

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

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

3. **Certification and Disclosure Requirements**
   As a condition of contract award, the Contractor shall submit a written certification under penalty of perjury affirming compliance with this provision.

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

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

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

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

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

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

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

AYES: 4
NOES:
ABSENT: 0
ABSTAIN: 0

Signed by:
Minh Pham
6E9EAC63459C459...
Clerk of the Governing Board

Date: December 18, 2025