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REQUEST FOR PROPOSAL

RFP No. 2627-SSS01

FOR

ELOP Academic Summer 2027 Scholars Program

Deadline: 1:00:00 p.m., on December 4th, 2026.

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

For Information Contact:
Lupe Ruvalcaba, Expanded Learning Coordinator
2930 Gay Avenue
San Jose, CA 95127
408-928-6871
maria.ruvalcaba@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 and experienced Expanded Learning Partners to deliver focused, standards-aligned instruction for its Academic Summer Scholars Program. Selected partners will provide targeted support in mathematics, English language arts (ELA)/literacy, and English language development (ELD) to address district-identified learning needs and accelerate student readiness for the upcoming grade level. The District will receive sealed proposals up to, and no later than, 1:00:00 p.m. on December 4th, 2026.

Qualified persons, providers, 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 December 4th, 2026 clearly marked RFP No. 2627-SSS01. Each provider 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: Lupe Ruvalcaba,
Expanded Learning Coordinator

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 Lupe Ruvalcaba at maria.revalcaba@arusd.org no later than 4:00:00 p.m. (California time) on November 23th, 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 16th, 2026
Deadline for Questions/Clarifications	4:00:00 p.m. (California time) on November 23rd, 2026
Responses to Request for Clarification (all responses posted on district website)	On or before November 25th, 2026
Proposal Due Date	1:00:00 P.M. (California time) on December 4th, 2026
Board Approval	Tentative: January 2027 (1st Board Meeting)
Intent to Award	Tentative: January 2027 (1-week post-Board approval)

CONTRACT PERIOD

It is the intent of this Request for Proposal to award a summer session contract, running from June 10, 2027, through July 9, 2027 (8:00 AM – 12:00 PM), 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 12-36).

OVERVIEW OF SCOPE OF WORK

The Alum Rock Union School District ("District") is seeking qualified and experienced Expanded Learning Partners to provide focused, standards-aligned instruction in mathematics, literacy/English Language Arts (ELA), and English Language Development (ELD), targeting District-identified learning needs and accelerating readiness for the next grade. This is an academic instructional scope, not a recreational program.

The purpose of this Scope of Work (SOW) is to establish clear expectations, consistent standards, and accountability measures for the implementation of the Alum Rock Union School District (ARUSD) Summer Scholars Academic Program. The program is designed to provide high-quality, evidence-based academic instruction in English Language Arts (ELA), Mathematics, Literacy, and

English Language Development (ELD) to address learning gaps, accelerate academic achievement, and support the District's academic goals and priorities.

The program shall prioritize equitable access to meaningful learning opportunities for all students, with particular attention to English Learners (ELs), students with disabilities (including students with Individualized Education Programs), and students requiring additional academic interventions.

Services shall be delivered Monday through Friday, from 8:00 a.m. to 12:00 p.m., during the summer session running June 10, 2027, through July 9, 2027 (excluding District-observed holidays), at designated District school sites. All services must be closely coordinated with District leadership to maintain a safe, inclusive, and structured learning environment while minimizing disruptions to school operations.

The selected service provider shall implement instructional practices aligned with California State Standards, District academic priorities, and applicable Expanded Learning Quality Standards and Continuous Quality Improvement (CQI) expectations. The program shall incorporate ongoing student progress monitoring, differentiated instruction, and data-informed strategies to strengthen academic outcomes and support students' successful transition into the upcoming school year.

The overarching goal of the Summer Scholars Academic Program is to accelerate student learning, reduce achievement gaps, and ensure that students—particularly those historically underserved—receive the targeted academic support necessary to achieve academic success.

SCOPE OF WORK

1. GENERAL REQUIREMENTS

Program Schedule: Summer Scholars Academic Program | 8:00 a.m. – 12:00 p.m.

The Provider shall be responsible for providing high-quality, structured, and equitable academic programming that aligns with School District academic priorities and California standards.

1.1 Operations, Staffing & Compliance

a. **Program Operations and Resources:** Provide all qualified instructional personnel, supervision, curriculum, instructional materials, technology, supplies, and other resources necessary to successfully implement the Summer Scholars Academic Program.

b. **Qualified Instructional Staff:** Employ appropriately qualified and trained credentialed teachers with demonstrated experience in academic instruction, intervention, differentiated learning, ELD, and supporting students with disabilities.

c. **Credentialed Teachers and Instructional Qualifications:** Ensure that all academic instruction is delivered by appropriately credentialed California teachers who hold valid teaching credentials issued by the California Commission on Teacher Credentialing (CTC). Teachers shall possess the qualifications, training, and experience necessary to provide standards-aligned instruction in ELA, Mathematics, Literacy, and ELD, including differentiated instruction and appropriate academic supports for ELs and students with disabilities. All

credentialed teachers must meet applicable California Education Code requirements, District policies, and instructional standards throughout the program.

d. **Staff Clearance and Qualifications**: Ensure all personnel complete required background checks, fingerprinting, tuberculosis clearances, mandated reporter training, and other applicable District requirements before providing services to students.

e. **Program Leadership and Supervision:** Designate a qualified program manager or coordinator responsible for overseeing daily operations, instructional quality, staff development, student safety, attendance, and communication with District representatives.

f. **Student-to-Teacher Ratios:** Maintain all applicable student-to-teacher ratios and staffing qualifications required by the District and the program's funding source. Provide additional instructional or supervisory support when necessary to ensure student safety and meaningful access.

g. **Compliance with Laws and Regulations:** Comply with all applicable federal, state, and local laws, California Education Code requirements, District policies, student safety protocols, and applicable Expanded Learning Opportunities Program (ELO-P) requirements.

1.2 Instructional Delivery & Student Support

a. **Academic Alignment and Instruction:** Provide structured academic instruction in ELA, Literacy, Mathematics, and ELD aligned with California State Standards and District-identified academic needs. Instruction shall prioritize foundational skills, academic intervention, and acceleration of student learning.

b. **Instructional Planning and Differentiation:** Develop and implement daily lesson plans, targeted small-group instruction, and evidence-based academic interventions responsive to student performance, grade level, language proficiency, and individual learning needs.

c. **Support for English Learners:** Implement culturally and linguistically responsive instructional practices, including designated or integrated ELD strategies, language scaffolding, and differentiated academic support based on students' English language proficiency levels and learning needs.

d. **Support for Students with Disabilities:** Ensure equitable access and meaningful participation for students with disabilities, including students with Individualized Education Programs (IEPs) and Section 504 Plans. Provide appropriate instructional accommodations, modifications, and individualized supports consistent with applicable student plans, District guidance, and legal requirements.

e. **Student Assessment and Progress Monitoring:** Provide and administer appropriate

pre- and post-assessment tools to measure student academic growth during the four-week Summer Scholars Academic Program. Pre-assessments shall be conducted at the beginning of the program to establish baseline performance and identify individual learning needs in Literacy, Mathematics, and ELD, as applicable. Post-assessments shall be administered at the conclusion of the program to evaluate student progress and academic gains. Assessment results shall be used to inform targeted instruction and differentiated learning strategies. The Provider shall provide the District with a final report summarizing pre- and post-assessment results, student academic growth, and overall program effectiveness.

1.3 Site Operations, Safety & Accountability

a. **District Coordination:** Coordinate all program operations with the School District Student Support Services Department, District-designated Summer Scholars leadership, and school-site administrators. Follow all District-established procedures, schedules, and program expectations.

b. **Program Schedule and Attendance:** Operate the Summer Scholars Academic Program Monday through Friday, from 8:00 a.m. to 12:00 p.m., during the District-designated summer session. Maintain accurate daily student attendance, staffing records, and program participation documentation in accordance with District requirements.

c. **Student Safety and Supervision:** Maintain a safe, inclusive, supportive, and structured learning environment. Establish appropriate student supervision procedures, emergency response protocols, student check-in/check-out processes, and incident reporting procedures.

d. **Facilities and District Property:** Maintain classrooms, instructional spaces, technology, equipment, and other District property in a safe, clean, and orderly condition. Immediately report any damage, safety concerns, or facility-related issues to the District's designated representative.

e. **Family Communication and Engagement:** Establish effective and culturally responsive communication with families regarding program expectations, student attendance, academic progress, and opportunities for continued learning. Provide language-access support consistent with District expectations.

f. **Student Data and Confidentiality:** Maintain the confidentiality of all student records, assessment results, IEP-related information, and personally identifiable information in accordance with the Family Educational Rights and Privacy Act (FERPA), applicable California laws, and District policies.

g. **Fiscal Accountability:** Maintain accurate records of program expenditures, staffing costs, instructional materials, and other expenses. Ensure expenditures comply with the approved contract, applicable funding requirements, and District fiscal procedures.

h. **Program Evaluation and Final Reporting:** Submit a final program report documenting student enrollment, attendance, instructional services provided, academic progress, program accomplishments, challenges, and recommendations for future program improvement.

2. APPLICABLE EDUCATIONAL STANDARDS AND BEST PRACTICES

All services shall be performed in accordance with applicable educational standards, District policies, and evidence-based instructional practices, including but not limited to:

a. **California Common Core State Standards (CA CCSS):** English Language Arts/Literacy and Mathematics.

b. **California English Language Development Standards (CA ELD Standards):** Language development and academic access for English Learners.

c. **California Department of Education Expanded Learning Quality Standards:** Safe and Supportive Environment; Active and Engaged Learning; Skill Building; Youth Voice and Leadership; Healthy Choices and Behaviors; Diversity, Access, and Equity; Quality Staff; Clear Vision, Mission, and Purpose; Collaborative Partnerships; Continuous Quality Improvement; and Program Management.

d. **Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act:** Equitable educational access and applicable accommodations and supports for students with disabilities.

e. **School District Local Control and Accountability Plan (LCAP):** Alignment with District academic achievement, English Learner progress, student engagement, and educational equity priorities.

f. **Multi-Tiered System of Supports (MTSS):** Data-informed academic interventions, differentiated instruction, and targeted support based on individual student needs.

3. DELIVERABLES AND MONITORING

The Provider shall submit the following deliverables according to the schedule below:

a. **Before Launch:** Site-specific operating plan, staffing chart, schedule, curriculum/activity map, accessibility and language support plan, training records, and baseline/measurement plan.

b. **Weekly:** Attendance, staffing coverage, implementation highlights, student engagement/learning evidence, CQI observation and improvement log, and concerns and resolution status.

c. **Closeout:** Summary of services, outcomes against District-approved targets, family/student feedback, inclusion and access findings, and recommendations and sustainability considerations.

4. SAMPLE DAILY SCHEDULE

a. **Daily Schedule:** Provide a sample daily schedule including core components of your programming with ages and grades to be served.

5. CURRICULUM ALIGNMENT & INSTRUCTIONAL SUPPORT

a. **Curriculum and Materials:** Identify the specific curriculum, instructional resources, and enrichment materials your organization will utilize. Indicate whether the curriculum is research-based, aligned with California State Standards, and appropriate for the grade levels served.

b. **Alignment with District Priorities:** Explain how your proposed curriculum and activities will complement the School District Summer Scholars academic priorities, particularly in mathematics, literacy, and English Language Development.

c. **Support for Diverse Learners:** Describe how your organization will differentiate instruction and provide appropriate scaffolding, accommodations, and inclusive learning opportunities for English Learners (ELs) and students with disabilities, including students with Individualized Education Programs (IEPs).

d. **Academic Reinforcement and Enrichment:** Explain how your curriculum will reinforce skills introduced during the morning academic program through hands-on learning, STEAM activities, project-based learning, and other engaging enrichment experiences.

e. **Assessment and Continuous Quality Improvement:** Describe how your organization will assess student engagement, monitor skill development, gather feedback, and adjust programming to address identified student needs in alignment with California's Quality Standards for Expanded Learning.

f. **Required Documentation:** Providers must submit a sample weekly curriculum plan, including learning objectives, proposed activities, instructional materials, differentiation strategies, and methods for assessing student progress.

6. DISTRICT EXPECTATIONS

a. The District expects the Provider to demonstrate a commitment to academic excellence, educational equity, student safety, and measurable student progress. The Summer Scholars Academic Program shall emphasize academic intervention and acceleration rather than recreational programming. All instructional activities shall be intentionally aligned with identified academic needs, particularly in Literacy, Mathematics, and English Language Development. The Provider shall work collaboratively with the School District to ensure the program supports the District's efforts to close achievement gaps, strengthen foundational academic skills, and prepare students for success in the upcoming school year.

7. LOCATIONS

WORKSITE	ADDRESS
Adelante Dual Language Academy (formally Fischer)	1720 Hopkins Dr, San Jose, CA 95122
Hubbard Media Arts Academy	1680 Foley Ave 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

COST PROPOSAL

Proposers must submit the following financial and budget documentation:

a. Detailed Program Budget: Provide a detailed budget for your program showing all funding sources, including these grant funds and other funding. The budget should reflect the entire operational cost of the program. Facilities costs for the programs located at the District's schools will be covered by the District and are not part of your proposed program funding.

b. Financial Capacity: Provide financial information sufficient to permit the District to determine the Proposer's financial capacity for providing the Services and sustaining operations. Such financial information may include, without limitation, a letter from a financial institution stating a current line of credit.

The proposed budget must be fully burdened and cover all CTC-credentialed instructional staff, on-site program coordination, background and health clearances, pre-launch planning and training, standards-aligned curriculum and licenses, pre- and post-assessments, instructional supplies, and administrative overhead. No additional fees, surcharges, or pass-through costs will be permitted after award.

CONTACT PERSON

All questions and inquiries regarding the Request for Proposal specifications should be directed to Lupe Ruvalcaba, Expanded Learning Coordinator, maria.revalcaba@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 supplemental information not specifically requested; however, proposals must follow the required format and address all evaluation criteria outlined herein. It is the intent of the District to award a contract(s) for the Summer Scholars Academic Program instructional 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 its students, or to waive any minor informalities or irregularities in the proposals received. This Request for Proposal and the selected proposal submission shall serve as the basis for a contract award.

SAMPLE AGREEMENT ONLY

RFP NO. 2627-SSS01

ELOP Academic Summer 2027 Scholars Program

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 perform as required and complete performance by _____, 20_____, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

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

   _____

   _____

   _____

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 <u>not</u> 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	No Aggregate
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 of 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___ Dated: _____ 20____

Alum Rock Union School District: **Contractor:**

By: _____ By: _____

Print Name: Dr. Marnie Hazelton Print Name: _____

Print Title: Superintendent 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
NETWORK SECURITY & PRIVACY "CYBER" LIABILITY INSURANCE REQUIREMENTS

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY: Subject to the limit of $2,000,000 per claim to be maintained for the duration of the agreement/contract and three years following its termination, to respond to privacy and network security liability claims including but not limited to:

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - arising from theft, dissemination, and/or use of District confidential information including, but not limited to, bank, credit card account, and personally identifiable information such as name, address, social security numbers, student records, etc., regardless of how the information is stored or transmitted.

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - security liability arising from (i) the unauthorized access to, use of or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or District data, including denial of service, unless caused by a mechanical or electrical failure.

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - arising from the introduction of a computer virus into, or otherwise causing damage to, an employee's or third person's computer, computer system, network, or similar computer-related property and the data, software and programs thereon.

NETWORK SECURITY & PRIVACY "CYBER" LIABILITY - Crisis-management expenses (i.e. notification, public relations, reputation damage, forensics, etc.) for a data breach.

Date: _____

Name of Contractor or Company: _____

Representative's Name and Title: _____

Signature: _____

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: 12-18-2025
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

Agenda Placement Sandra Garcia, Interim Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Quintero Seconded by: Munhoz

: Andrews

Approved 4 Not Approved: 1 Tabled: 0

Corina Herrera-Loera

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.

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

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