

BOARD OF EDUCATION AGENDA

REGULAR MEETING
August 11, 2026 - 6:00 PM

Alameda City Hall - Council Chambers

2263 Santa Clara Avenue
Alameda, CA 94501

Regular meetings held in Council Chambers will be recorded and broadcast live on Comcast, Channel 15

The Board of Education will meet for Closed Session and to discuss labor negotiations, student discipline, personnel matters, litigation, and other matters as provided under California State law and set forth on the agenda below. Following Closed Session, the Board reconvenes to Public Session. Adjournment of the Public Session will be no later than 10:30 PM for all regular and special meetings, unless extended by a majority vote of the Board.

Writings relating to a board meeting agenda item that are distributed to at least a majority of the Board members less than 72 hours before the noticed meeting, and that are public records not otherwise exempt from disclosure, will be available for inspection at the District administrative offices, 2060 Challenger Drive, Alameda, CA. Such writings may also be available on the District's website. (Govt Code 54957.5b).

Individuals who require special accommodations (American Sign Language interpreter, accessible seating, documentation in accessible format, etc.) should contact Kerri Lonergan, Assistant to the Superintendent, at 337-7187 no later than 48 hours preceding the meeting.

IF YOU WISH TO ADDRESS THE BOARD OF EDUCATION

Please submit a "Request to Address the Board" slip to Kerri Lonergan, Assistant to the Superintendent, prior to the introduction of the item. For meeting facilitation, please submit the slip at your earliest possible convenience. Upon recognition by the President of the Board, please come to the podium and identify yourself prior to speaking. The Board of Education reserves the right to limit speaking time to three (3) minutes or fewer per individual. Speakers are permitted to yield their time to one other speaker, however no one speaker shall have more than four (4) minutes.

Closed Session Items: may be addressed under Public Comment on Closed Session Topics.

Non Agenda and Consent Items: may be addressed under Public Comments.

Agenda Items: may be addressed after the conclusion of the staff presentation on the item.

A. CALL TO ORDER

1. Call to Order - Closed Session - 6:00 PM - Board President Ryan LaLonde Will Call the Meeting to Order in Council Chambers in Alameda City Hall (2263 Santa Clara Avenue).
2. Public Comment on Closed Session Topics: The Board will hear public comments on Closed Session agenda items. The Board of Education Reserves the Right to Limit Public Comment to 10 Minutes for Closed Session Items.
3. Recess to Closed Session - Board Members will meet privately in Conference Room 391 in City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference Regarding Existing Litigation (Govt. Code § 54956.9, subd. (d)(1)) Designated Representative: Kirsten Zazo, Assistant Superintendent Educational Services (1 case):

1. John Doe and Alameda Unified School District: Final Compromise and Settlement Agreement dated July 31, 2026.

4. Board Member's Request to Attend and Participate in Meeting Remotely (5 Mins/Action)
5. *****

Reconvene to Public Session - 6:30 PM - Council Chambers

Alameda Unified School District encourages public participation in person or remotely.

In Person Participation

Meeting locations are listed at the top of the agenda.
A speaker slip must be submitted to speak on any item in person.

Remote Participation via Zoom on a Computer/Smart Phone/Device

Ensure you are using the most current version of the Zoom app or an updated web browser. Certain functionality may be disabled if the app or browser are not updated.

Register using the link below. Click "raise hand" when you wish to speak on an item and click "unmute" once you have been called to speak.

Remote Participation via Standard Telephone Call

Call **669-900-9128** and enter the Meeting ID listed at the top of the agenda. Dial *9 to raise your hand when you wish to speak on an item and dial *6 to unmute once you have been called to speak.

**Join Public Board Meeting at 6:30pm
(Zoom format)**

Zoom Registration Link:

**[https://alamedaca-
gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw](https://alamedaca-gov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw)**

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

6. Reconvene to Open Session - 6:30 PM - City Council Chambers - Board President Ryan LaLonde will reconvene to Open Session.
7. Pledge of Allegiance - Board President Ryan LaLonde will lead the Pledge of Allegiance
8. Roll Call/Introduction of Board Members and Staff
9. Closed Session Action Report

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

C. APPROVAL OF MINUTES

1. Minutes from the June 9, 2026 Regular Board of Education Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Public Comments - This public comment period is for items not listed on the agenda but that are under the Board's jurisdiction. Members of the public can join the meeting in person or from their computer, tablet or smartphone. Please submit a speaker slip (in person) or use the "raise your hand" feature (Zoom). Once public comments begin, additional speaker slips and raised hands will not be accepted. The Board may limit this Public Comment period to 20 minutes, with any additional comments being taken after the General Business agenda is complete. If we experience technical difficulties or if there is a disruption, the Board may discontinue online public comments at any time. If a member of the public is unable to join the meeting, they may send their comments to: klonergan@alamedaunified.org.
2. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
3. Report from Employee Organizations - Representatives from the District's employee organizations may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. Alameda Education Association (AEA); California School Employees Association Chapter 27 (CSEA 27); California School Employees Association Chapter 860 (CSEA 860) (5 Mins Each/Information).
4. PTA Council Report - Representatives from the District's PTA Council group may make announcements or provide information to the Board and Public in the form of a brief oral report. The Board will not take action on such items. (5 Mins/Information)
5. Board Members' Report - Board of Education Members may make announcements or provide information to the Public in the form of an oral report. The Board will not take action on such items.

E. ADOPTION OF THE CONSENT CALENDAR

1. Certificated Personnel Actions
2. Classified Personnel Actions
3. Approval and Acceptance of Donations
4. Approval and Ratification of Contracts Executed Pursuant to Board Policy 3300
5. Approval and Ratification of Facilities Bond Measure I and Measure B Contracts (Standing Item)
6. Approval and Ratification of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
7. Approval of Bill Warrants and Payroll Registers
8. Approval of Memoranda of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Interns
9. Approval of New Job Description and Associated Salary Schedule: Director of Construction
10. Approval of New Job Description and Associated Salary Schedule: Senior Construction Project Manager
11. Approval of Quarterly Report on Williams Uniform Complaints: April - June 2026
12. Resolution No. 2026-2027.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2026-27 School Year

13. Resolution No. 2026-2027.02 Approval of Budget Transfers, Increases, Decreases
14. Resolution No. 2026-2027.03 Authorization to Dispose of Surplus Property

F. GENERAL BUSINESS – Informational reports and action items are presented under General Business. The public may comment on each item listed under General Business as the item is taken up. The Board reserves the right to limit public comment on General Business items to ten (10) minutes per item. The Board may, with the consent of persons representing both sides of an issue, allocate a block of time to each side to present their issue.

1. 45-Day Budget Revision, Update on the Enacted State Budget for Fiscal Year 2026-2027, and Approval of Resolution No. 2026-2027.04 Designating Certain General Funds as Committed Fund Balance (10 Min/Action)
2. Approval of Resolution No. 2026-2027.05 Alameda Unified School District Housing Plan for the Use of Grants - New Construction Project (5 Min/Action/Public Hearing)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Recess to Closed Session - Board Members will meet privately for Closed Session in Conference Room 391 in City Hall. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Item Type: Closed Session

Background: Recess to Closed Session - Board Members will meet privately in Conference Room 391 in City Hall for Closed Session. Any action taken during Closed Session will be reported out under "Closed Session Action Report."

Conference Regarding Existing Litigation (Govt. Code § 54956.9, subd. (d) (1)) Designated Representative: Kirsten Zazo, Assistant Superintendent Educational Services (1 case):

1. John Doe and Alameda Unified School District: Final Compromise and Settlement Agreement dated July 31, 2026.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Minutes from the June 9, 2026 Regular Board of Education Meeting will be considered (5 Mins/Action)

Item Type: Action

Background: Staff has prepared minutes following Board Bylaw 9324 – Minutes and Recordings:
In order to ensure that the minutes are focused on Board action, the minutes shall include only a brief summary of the Board's discussion, but shall not include a verbatim record of the Board's discussion on each agenda topic or the names of Board members who made specific points during the discussion.

Minutes coming to the Board for approval are:

- June 9, 2026 Regular Board Meeting

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle:

Submitted By: Kerri Lonergan, Senior Executive Assistant to the Superintendent and Board of Education

ATTACHMENTS:

Description	Upload Date	Type
❑ DRAFT Unadopted Minutes from June 9, 2026 Board Meeting	8/10/2026	Backup Material

BOARD OF EDUCATION MEETING
June 9, 2026
Regular Meeting of the Board of Education
Alameda City Hall
2263 Santa Clara Avenue
Alameda, California 94501

UNADOPTED MINUTES

REGULAR MEETING: The regular meeting of the Board of Education was held at the date and location mentioned above.

A. CALL TO ORDER

1. Public Comment on Closed Session Topics:
There were no public comments on Closed Session topics.
2. Board Member's Request to Attend and Participate in Meeting Remotely – 5:30pm:
Board Member Carrie Hahnel requested to participate remotely. Board President Ryan LaLonde confirmed that Ms. Hahnel was alone in her remote location. The Board approved the request for remote participation, allowing Board Member Hahnel to participate and vote during the meeting.
3. Recess to Closed Session – 5:30pm:
Board Members met privately in Conference Room 361 in City Hall for Closed Session. Agenda items discussed in Closed Session included:
Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education
Code § 48918; Government Code § 35146: 1) Student Case #24-03; 2) Student Case #24-04; 3) Student Case #26-03
Public Employee Performance Evaluation – Pursuant to Govt. Code, § 54957, subd. (b)(1): 1) Superintendent
4. Reconvene to Public Session – 6:41pm:
The Board reconvened to Public Session in Council Chambers at 6:41pm.
5. Call to Order - Public Session – 6:30pm:
Board President Ryan LaLonde called the meeting to order in Council Chambers at 6:41pm.
6. Pledge of Allegiance
Board President Ryan LaLonde led the Pledge of Allegiance.
7. Roll Call/Introduction of Board Members and Staff:
Board of Education Members present: Board President Ryan LaLonde, Board Vice President Heather Little, Board Clerk Jennifer Williams, Board Trustee Carrie Hahnel (participating remotely), and Board Trustee Gary K. Lym.
8. Closed Session Action Report:
In Closed Session, the Board considered the readmission of three previously expelled pupils. The Board took separate action in open session on each case:

Student Case #24-03: The Board denied readmission of the expelled pupil and continued the pupil's current placement at the alternative educational program initially selected during the expulsion period, based on findings that the pupil had not met the conditions of the rehabilitation plan.

MOTION: Member Little

SECONDED: Member Williams

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, Hahnel, and Lym

NOES:

ABSENT:

MOTION APPROVED

Board Member Hahnel participated remotely and the vote was conducted by roll call.

Student Case #24-04: The Board approved readmission of the pupil without restrictions.

MOTION: Member Little

SECONDED: Member Williams

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, Hahnel, and Lym

NOES:

ABSENT:

MOTION APPROVED

Board Member Hahnel participated remotely and the vote was conducted by roll call.

Student Case #26-03: The Board approved conditional readmission of the student on probation status under a stipulated suspended expulsion agreement, continuing the terms of the rehabilitation agreement, with attendance at Island High for credit recovery and completion of the remaining community service requirements within 60 days.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, Hahnel, and Lym

NOES:

ABSENT:

MOTION APPROVED

Board Member Hahnel participated remotely and the vote was conducted by roll call.

B. MODIFICATION(S) OF THE AGENDA

There were no modifications to the agenda.

C. COMMUNICATIONS

1. Recognition of Retiring Love Elementary School Principal Tina Lagdamen:

Board members and members of the AUSD community recognized Tina Lagdamen for her eight years of leadership at Love Elementary School and her contributions to students, staff, families, and the District. Speakers highlighted her leadership during the transition from Haight

Elementary to Love Elementary, her commitment to equity and student success, and the school's academic and cultural growth during her tenure. Board members expressed appreciation for her authentic leadership, strong relationships with the school community, and ability to guide the school through challenging circumstances. Ms. Lagdamen thanked the Board, Superintendent, staff, and Love Elementary community and reflected on her gratitude for her time in Alameda and her hope that she was leaving the school stronger than she found it.

2. Public Comments on Non-Agenda Items:

There were no public comments on non-agenda items.

3. Written Correspondence:

The Board received no written correspondence regarding the June 9, 2026 agenda.

4. Report from Employee Organizations:

Alameda Education Association (AEA): Judy Ganley, President of AEA, reflected on her first year as AEA President and thanked the Board and District for their collaboration during the year. She reported that AEA had joined the East Bay Coalition for Student Success, which will coordinate efforts among local chapters and support students and educators. She expressed appreciation for the work completed during the school year and for the Board's efforts that she said had made meaningful improvements in employees' lives. No substantive reports were provided by CSEA Chapter 27 or CSEA Chapter 860.

5. PTA Council Report:

PTA Council President Katie Honegger was unable to attend the meeting. She advised that she plans to attend the final Board meeting of the school year to introduce the incoming PTA Council President.

6. Board Members' Report:

Board Vice President Heather Little congratulated students who graduated or were promoted and expressed appreciation to staff for their work throughout the school year. Board Clerk Jennifer Williams reported no updates. Board Member Carrie Hahnel reported no updates. Board Member Gary K. Lym congratulated graduates and thanked certificated and classified staff, administrators, and District staff for their work during the school year. Board President Ryan LaLonde echoed the appreciation for staff, particularly those who supported graduations and other end-of-year activities, and thanked staff for their flexibility and commitment.

7. Superintendent's Report:

Superintendent Pasquale Scuderi congratulated graduates and expressed appreciation to employees throughout the District for their work during the school year. He reflected on the organization's growth in navigating complex systems and emphasized the importance of teamwork, adaptability, coherence, and continued professional growth. Superintendent Scuderi noted that the District's strength is its ability to respond to challenges and learn

from them, and expressed appreciation for the commitment of employees across the organization.

D. ADOPTION OF THE CONSENT CALENDAR

- 1) Certificated Personnel Actions
- 2) Classified Personnel Actions
- 3) Approval and Acceptance of Donations
- 4) Approval and Ratification of Contracts Executed Pursuant to Board Policy 3300
- 5) Approval and Ratification of Facilities Bond Measure I and Measure B Contracts (Standing Item)
- 6) Approval and Ratification of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
- 7) Approval of Bill Warrants and Payroll Registers
- 8) Approval of District-Wide High School Student Scholarships and Awards
- 9) Approval of Memoranda of Understanding with Colleges and Universities for Internship Programs
- 10) Approval of New Job Description: Coordinator of Student Support Services and Programs
- 11) Approval of Revised Board Governance Handbook
- 12) Approval of Single Plans for Student Achievement (SPSAs) for 2026-27 School Year
- 13) Proclamation: Juneteenth Day
- 14) Resolution No. 2025-2026.60 Approval of Budget Transfers, Increases, Decreases
- 15) Resolution No. 2025-2026.61 Authorization to Dispose of Surplus Property
- 16) Resolution No. 2025-2026.62 Approval to Establish Self-Insurance Fund 67
- 17) Resolution No. 2025-2026.63 Approval of Sole Source Procurements and Waiver of Competitive Bidding for District-Wide Electronic Security Infrastructure (Verkada Inc. Platform)
- 18) Resolution No. 2025-2026.65 Annual Signature Authorization for the State of California Department of Rehabilitation Grant Documentation for FY 2026-2027
- 19) Resolution No. 2025-2025.66 Specifications of the November 2026 Board Election Order
- 20) Resolution No. 2025-2026.67 Candidate's Statement of Qualifications for November 2026 Board Election
- 21) Resolution No. 2025-2026.68 Regarding Breaking of Tie Vote in Governing School Board Member Elections

There were no public comments on the Consent Calendar.

Motion to adopt the Consent Calendar.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, Hahnel, and Lym

NOES:
ABSENT:

MOTION APPROVED

Board Member Hahnel participated remotely and the vote was conducted by roll call.

E. GENERAL BUSINESS

1. Presentation of 2026-27 Local Control and Accountability Plan (LCAP) and Budget Overview for Parents:

Assistant Superintendent of Educational Services Kirsten Zazo presented an overview of the 2026-27 LCAP, including the plan's connection to the District's strategic plan, educational partner feedback, focal student groups, goals, actions, and use of supplemental and concentration grant funds. The presentation highlighted four focus areas: PK-3 literacy, 4-8 mathematics, inclusive environments and belonging, and standards-based instruction and common assessments, with four LCAP goals addressing the foundational academic program, relationships and belonging, comprehensive student supports, and the equity multiplier at Island High School. Board members discussed prior LCAP goals related to students experiencing homelessness and Ruby Bridges and received clarification regarding current actions supporting homeless youth and the equity multiplier. The Board also discussed the presentation materials and thanked staff for the work involved in developing the LCAP. The LCAP will return to the Board for action on June 23, 2026.

Public Hearing Opened at 7:29pm

No Public Comments

Public Hearing Closed at 7:30pm

2. Budget Adoption Process: Public Hearing of Budget Proposal 2026-2027 and Draft Resolution Designating Certain General Funds as Committed Fund Balance:

Assistant Superintendent of Business Services Shariq Khan presented the fourth of five budget adoption presentations, focusing on the overall 2026-27 budget and multi-year projections. Staff reviewed projected revenues and expenditures, staffing, fund balance, the use of one-time funds, and the potential impact of state budget changes, including the anticipated need for a 45-day budget revision. The multi-year projections showed significant out-year challenges, while the use of identified one-time resources substantially improved the projected fund balance; staff emphasized the opportunity to use one-time funds as bridge funding while aligning ongoing expenditures with ongoing revenues. Board members discussed reserve requirements, the longterm fiscal outlook, and the need for continued planning as future revenue and funding assumptions become clearer. No public comments were received, and the proposed budget will return to the Board for action on June 23, 2026.

Public Hearing Opened at 7:33pm

No Public Comments

Public Hearing Closed at 7:34pm

3. Budget Adoption Process: Public Hearing of 2026-2027 Education Protection Account (EPA) Spending Plan and Draft Resolution:

Assistant Superintendent Khan presented the proposed use of Education Protection Account funds for 2026-27. He explained that the funds are restricted and must be designated by the governing board at an open public meeting, and staff recommended using the funds for certificated salaries and benefits. No public comments were received and no Board discussion was required beyond acknowledgment of the presentation. The EPA spending plan and related resolution will return to the Board for action on June 23, 2026.

Public Hearing Opened at 7:40pm

No Public Comments

Public Hearing Closed at 7:41pm

4. Notice of Public Comment Period for Preliminary Environmental Assessment (PEA) for the Measure B Construction Project at Wood Middle School:

Staff presented an update on the environmental review process for the Measure B construction project at Wood Middle School. Soil testing was conducted under the oversight of the California Department of Toxic Substances Control (DTSC), with most findings consistent with naturally occurring background levels; a localized area near a former transformer was remediated, and additional testing in the soccer field and garden areas produced results below regulatory screening levels. The Preliminary Environmental Assessment was submitted to DTSC on May 18, 2026 and entered a required 30-day public review period. No public comments were received and the Board had no further questions or comments.

Public Hearing Opened at 7:45pm

No Public Comments

Public Hearing Closed at 7:46pm

5. Notice of Public Comment Period for Removal Action Workplan (RAW) for the Measure B Construction Project at Frank Otis Elementary School:

Staff presented the Removal Action Workplan for the Measure B construction project at Frank Otis Elementary School as part of the environmental clearance process. Soil testing identified some non-naturally occurring metals, and the RAW provides instructions for the safe excavation and removal of impacted soil under DTSC oversight. Staff reported that the remediation work is integrated into the construction schedule and is not expected to delay the project. No public comments were received and the Board had no questions or comments.

Public Hearing Opened at 7:48pm

No Public Comments

Public Hearing Closed at 7:49pm

6. Resolution No. 2025-2026.64 Granting of Easement to the City of Alameda at Frank Otis Elementary School:

Assistant Superintendent Khan explained that construction of the new Frank Otis Elementary School requires relocation of a City of Alameda storm drain currently located beneath the administration building. The relocated storm drain will run around the

perimeter of the new classroom building and will include vehicular access for the City. Staff explained that Education Code requires a two-step process for granting the easement; the Board previously adopted a

resolution declaring its intent to grant the easement on May 12, 2026, and the proposed resolution completed the process. No public comments were received; a Board member asked whether the public had provided any comments following the May 26 notice, and staff reported that none had been received.

Motion to approve Resolution No. 2025-2026.64, Granting of Easement to the City of Alameda at Frank Otis Elementary School.

MOTION: Member Lym

SECONDED: Member Williams

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, Hahnel, and Lym

NOES:

ABSENT:

MOTION APPROVED

Board Member Hahnel participated remotely and the vote was conducted by roll call.

7. Proposed Resolution Referred by Community Member in Accordance with California Educational Code § 35145.5:

A community member requested that this item be placed on the Board agenda pursuant to California Education Code § 35145.5. The requesting community member was not present at the meeting, and no presentation or public comment was provided. The Board therefore took no action on the proposed resolution.

F. ADJOURNMENT

The Board of Education adjourned the meeting in memory of Monty Patterson, Senior Director of Construction, who passed away unexpectedly in late May 2026.

Monty joined Alameda Unified in 2016 and served in several roles within our Maintenance Department before becoming Senior Director of Construction. Throughout his time with the district, he played a vital role in improving our schools and facilities. Under his leadership, we completed major projects that will benefit students and staff for years to come, including district-wide classroom lock replacements, the Encinal Field project, and the Kofman modernization. He was also leading projects nearing completion, including the Wood School campus and the Alameda High School swimming pool.

Monty cared deeply about creating better schools and better learning environments for our students and staff. Whether responding swiftly during the COVID-19 pandemic to support the safe return of students and employees, or overseeing complex bond construction projects, he approached every challenge with honesty, dedication, integrity, and a strong sense of purpose. He believed in understanding every aspect of the work before him and encouraged those around him to continue learning, growing, and developing their skills.

Just as important as his professional accomplishments was the way he treated people. Monty made time to check in with colleagues, offer support, and lend a helping hand whenever it was needed. He was known for his kindness, his sense of humor, and the genuine care he showed to those around him. Through countless small acts of generosity and friendship, he made a lasting impact on our district and the people who were fortunate enough to work alongside him.

Outside of work, Monty embraced life with enthusiasm and adventure. He enjoyed hang gliding, bull riding, parachuting, and fly fishing. He was in Montana on his annual fishing trip when he passed away.

Monty's contributions to Alameda Unified will endure through the schools he helped improve, the teams he helped build, and the relationships he cultivated along the way. He will be deeply missed as a colleague, leader, mentor, and friend.

Board President Ryan LaLonde adjourned the meeting at 7:59pm with a moment of silence to honor Monty Patterson.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Certificated Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2026-2027 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Certificated Personnel Actions	8/12/2026	Backup Material

Certificated Personnel Actions August 11, 2026

Temporary Appointment(s)- Ending June 4, 2026

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
1	Alcantara	Crecelyn	Mild Moderate Support Needs	1.00	Lincoln Middle	8/6/2026
2	Baglyos	Gretchen	Music	1.00	Earhart Elementary	8/6/2026
3	Barile	Stephane	Mild Moderate Support Needs	1.00	Alameda High	8/6/2026
4	Beltran	Irene	Moderate/Severe	1.00	Lincoln Middle	8/6/2026
5	Biebesheimer	Jennifer	Grade 2	0.40	Bay Farm School	8/6/2026
6	Boone	David	Biology	1.00	Encinal Jr/Sr High	8/6/2026
7	Bower	Ali	Grade 2	1.00	Love School	8/6/2026
8	Bowers	Robert	Grade 2	1.00	Earhart Elementary	8/6/2026
9	Brodsky	Lauren	Lead Instruction/Intervention Specialist	1.00	Ruby Bridges	8/6/2026
10	Burnett	Ranell	Mild Moderate Support Needs	1.00	Lincoln Middle	8/6/2026
11	Campbell	Logan	Mild Moderate Support Needs	1.00	Encinal Jr/Sr High	8/6/2026
12	Cantalejo	Eda	Extensive Support Needs	1.00	Franklin Elementary	8/6/2026
13	Castillo	Samantha	Kindergarten	1.00	Maya Lin School	8/6/2026
14	Caswell	James	Music	0.80	Encinal Jr/Sr High	8/6/2026
15	Centeno	Katelyn	Physics/Mathematics	1.00	Alameda Science and Tech	8/6/2026
16	Chapman	Constance	Media Center	0.38	Ruby Bridges	8/6/2026
17	Congrove	Alexander	Lead Instruction/Intervention Specialist	1.00	Ruby Bridges	8/6/2026
18	Coplin	Guadalupe	School Psychologist	1.00	Special Education	7/31/2026-6/11/2027
19	Cowart	Bailee	Mild Moderate Support Needs	1.00	Bay Farm School	8/6/2026
20	Crothers	Trevor	Physical Education	1.00	Wood Middle	8/6/2026
21	Dawson	Deveny	Grade 1	1.00	Earhart Elementary	8/6/2026
22	De Wees	Lauren	Kindergarten	1.00	Paden Elementary	8/6/2026
23	Deller	Brian	Social Science	1.00	Alameda High	8/6/2026
24	Denike	Natalie	Navigating Life	0.80	Encinal Jr/Sr High	8/6/2026
25	Esmeralda	Theresa	Mild Moderate Support Needs	1.00	Ruby Bridges	8/6/2026
26	Espindola	Sarah	Grades 4/5	1.00	Earhart Elementary	8/6/2026
27	Evangelista	Ellesse	Biology	1.00	Alameda High	8/6/2026
28	Feltman	Joshua	Music	1.00	Wood Middle	8/6/2026
29	Fields	Travis	Social Science	1.00	Wood Middle	8/6/2026
30	Flores	Edward	CTE Multimedia Art	1.00	Lincoln Middle	8/6/2026
31	Freeland	Tamar	Spanish	1.00	Alameda High	8/6/2026
32	Frost	Melissa	Grade 5	1.00	Maya Lin	8/6/2026
33	Gardner	Carla	Speech Language Pathologist	1.00	Special Education	8/6/2026
34	Garrison	Lorran	School Psychologist	1.00	Special Education	7/31/2026-6/11/2027
35	Garrison	Tina	Grade 2	1.00	Earhart Elementary	8/6/2026
36	Gergen	Jonathan	CORE (English/Social Science)	1.00	Encinal Jr/Sr High	8/6/2026
37	Grun	Emily	Lead Instruction/Intervention Specialist	1.00	Ruby Bridges	8/6/2026
38	Harris	Jennifer	CORE	0.80	Lincoln Middle	8/10/2026
39	Hermiz	Molly	Speech Language Pathologist	0.60	Special Education	8/6/2026
40	Hinton	Neil	Spanish	1.00	Lincoln Middle	8/6/2026
41	Holtzapple	Emma	Grade 4	1.00	Bay Farm School	8/6/2026
42	Huang	Ashley	Mathematics	1.00	Encinal Jr/Sr High	8/6/2026
43	Huynh	Jane	School Psychologist	1.00	Special Education	7/31/2026-6/11/2027
44	Kerr	Jennifer	Grade 1	1.00	Earhart Elementary	8/6/2026
45	Kim	Amy	Biology/Chemistry	1.00	Encinal Jr/Sr High	8/6/2026
46	Kovner	Athena	Mathematics	1.00	Alameda High	8/6/2026
47	Kyle	Daniel	CORE (English/Social Science)	1.00	Wood Middle	8/6/2026
48	Lara	Luis	Science	1.00	Wood Middle	8/6/2026
49	Larisch	Cal	Mathematics	1.00	Lincoln Middle	8/6/2026
50	Layer	Michelle	Grade 2	1.00	Ruby Bridges	8/6/2026
51	Le	Nam	English	0.40	Encinal Jr/Sr High	8/6/2026
52	Lindley	Eileen	CORE (Math/Science)	1.00	Encinal Jr/Sr High	8/6/2026
53	Lines	Valerie	Grade 1	1.00	Edison Elementary	8/6/2026
54	Lomax	Joy	Speech Language Pathologist	1.00	Special Education	8/6/2026
55	Manucci	Ernest	Science	1.00	Lincoln Middle	8/6/2026
56	Marengo	Sophie	Grade 1	1.00	Otis Elementary	8/6/2026
57	Maruca	Kayla	Mild Moderate Support Needs	1.00	Earhart Elementary	8/6/2026
58	Medrano	Leziel	Extensive Support Needs	1.00	Ruby Bridges	8/6/2026
59	Miller	Makayla	CORE (English/Social Science)	1.00	Lincoln Middle	8/6/2026
60	Monterrosa	Carolina	Grade 1	1.00	Love Elementary	8/6/2026
61	Moody	Maureen	Physical Education	1.00	Ruby Bridges	8/6/2026
62	Moore	Natalie	Lead Instruction/Intervention Specialist	1.00	Love Elementary	8/6/2026
63	Morgan	Catherine	Grade 3	1.00	Love Elementary	8/6/2026
64	Mota	Marisa	Mathematics	1.00	Alameda High	8/6/2026
65	Munoz	Alexis	Grade 3	1.00	Maya Lin School	8/6/2026
66	Nguyen	Tuan Khoi	Mathematics	1.00	Wood Middle	8/6/2026

67	Norton	Daniel	CTE Computer Science	0.80	Alameda High	8/6/2026
68	Ong	Analie	Mild Moderate Support Needs	1.00	Paden Elementary	8/6/2026
69	Parker	Christina	Grade 1	1.00	Edison Elementary	8/6/2026
70	Pathak	Sonal	Speech Language Pathologist	0.60	Special Education	8/6/2026
71	Peake	Jacob	Physical Education	1.00	Encinal Jr/Sr High	8/6/2026
72	Peduru	Siri	Grade 3	1.00	Bay Farm School	8/6/2026
73	Phillips	Naomi	Grade 3	1.00	Franklin Elementary	8/6/2026
74	Plasencia	Ruben	CORE (English/Social Science)	1.00	Lincoln Middle	8/6/2026
75	Prather	Rebecca	Speech Language Pathologist	1.00	Special Education	8/6/2026
76	Quiter	Melissa	CORE (English/Social Science)	1.00	Encinal Jr/Sr High	8/6/2026
77	Rachal	Eugene	Science	1.00	Encinal Jr/Sr High	8/6/2026
78	Reimer	Michelle	English	1.00	Wood Middle	8/6/2026
79	Rogers	Miguel	Mild Moderate Support Needs	1.00	Alameda High	8/6/2026
80	Sarsalejos	Jelarden	Mild Moderate Support Needs	1.00	Earhart Elementary	8/6/2026
81	Schleck	Catherine	Grade 2	1.00	Ruby Bridges	8/6/2026
82	Sehgal	Gauri	CORE (Math/Science)	1.00	Encinal Jr/Sr High	8/6/2026
83	Sheikholeslami	Saba	Grade 4	1.00	Otis Elementary	8/6/2026
84	Silva	David	Extensive Support Needs	1.00	Alameda High	8/6/2026
85	Singh	Savreet	English	1.00	Wood Middle	8/6/2026
86	Small-Whittle	LaNetta	School Psychologist	1.00	Special Education	7/31/2026-6/11/2027
87	Smith-Brown	Destiny	Counselor	1.00	Encinal Jr/Sr High	8/3/2026-6/8/2027
88	Spellwoman	Sheri	Grade 3	1.00	Ruby Bridges	8/6/2026
89	Stromback	Jordyn	Speech and Language Pathologist	1.00	Special Education	8/6/2026
90	Suarez	Carlos	CORE (English/Social Science)	1.00	Lincoln Middle	8/6/2026
91	Thane	Molly	Kindergarten	1.00	Earhart Elementary	8/6/2026
92	Tran	Anthony	School Psychologist	0.40	Special Education	7/31/2026-6/11/2027
93	Traverso	Victoria	English	1.00	Encinal Jr/Sr High	8/6/2026
94	Valles	Matthew	Physical Education	0.80	Encinal Jr/Sr High	8/6/2026
95	Vasu-Devan	Hari	Mathematics	1.00	Alameda High	8/6/2026
96	Villalobos	Julio	Counselor	1.00	Alameda High	8/3/2026-6/8/2027
97	Walsh	Diana	Music	1.00	Ruby Bridges	8/6/2026
98	Warren	John Diego	Spanish	1.00	Encinal Jr/Sr High	8/6/2026
99	Warren	Stephanie	Grade 5	1.00	Ruby Bridges	8/6/2026
100	Weller	Kayla	Physical Education	1.00	Otis Elementary	8/6/2026
101	Wong	Nelson	Counselor	1.00	Alameda High	8/3/2026-6/8/2027
102	Yazdi	Dawn	Speech Language Pathologist	1.00	Special Education	8/6/2026
103	Youngman	Amy	CORE (English/Social Science)	1.00	Lincoln Middle	8/6/2026
104	Zupan	Amanda	Grade 1	1.00	Franklin Elementary	8/6/2026

Categorical Appointment(s)

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
105	Abber	Natalie	Lead Instruction/Intervention Specialist	1.00	Maya Lin School	8/6/2026-6/4/2027
106	Bean	Heather	Counselor	1.00	Wood Middle	8/3/2026-6/6/2027
107	Burke	Amy	Lead Instruction/Intervention Specialist	1.00	Alameda High	8/6/2026-6/4/2027
108	Collins	Kathleen	Lead Instruction/Intervention Specialist	1.00	Love Elementary	8/6/2026-6/4/2027
109	Countryman	Clarity	Art	0.60	Otis Elementary	8/6/2026-6/4/2027
110	Countryman	Clarity	Art	0.40	Paden Elementary	8/6/2026-6/4/2027
111	Goudy	Sarah	Lead Instruction/Intervention Specialist	1.00	Lincoln Middle	8/6/2026-6/4/2027
112	Jolda	Katharine	Science	0.80	Love Elementary	8/6/2026-6/4/2027
113	Laborico	Alisha	Science	0.55	Franklin Elementary	8/6/2026-6/4/2027
114	Latham	John	Art	0.60	Love Elementary	8/6/2026-6/4/2027
115	Latham	John	Title I	0.40	Love Elementary	8/6/2026-6/4/2027
116	Loebl	Stuart	Lead Instruction/Intervention Specialist	1.00	Wood Middle	8/6/2026-6/4/2027
117	Meyers	Michael	Lead Instruction/Intervention Specialist	1.00	Wood Middle	8/6/2026-6/4/2027
118	Olsson	Margarethe	Art	0.50	Franklin Elementary	8/6/2026-6/4/2027
119	Olsson	Margarethe	Art	0.60	Ruby Bridges	8/6/2026-6/4/2027
120	Reno	Shane	Counselor	1.00	Lincoln Middle	8/3/2026-6/6/2027
121	Rousseve	Sara	Lead Instruction/Intervention Specialist	1.00	Encinal Jr/Sr High	8/6/2026-6/4/2027
122	Saunders	Melissa	Counselor	1.00	Student Services	8/3/2026-6/6/2027
123	Teare	Ellis	Art	0.60	Edison Elementary	8/6/2026-6/4/2027
124	Tyler	Fiona	TSA- Special Education	1.00	Special Education	8/6/2026-6/4/2027
125	Weinstein	Elizabeth	Counselor	1.00	Student Services/Island	8/3/2026-6/6/2027
126	Winkler	Catharine	Art	1.00	Bay Farm School	8/6/2026-6/4/2027

Probationary 2 Appointment(s)

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
127	Amoakohene	Georgina	Spanish	1.00	Alameda Science and Tech	8/6/2026
128	Boyes	Emily	Mathematics	1.00	Encinal Jr/Sr High	8/6/2026
129	Crome	Abigail	Spanish	0.80	Alameda High	8/6/2026

130	Fogel	Emily	Grade 3	1.00	Paden Elementary	8/6/2026
131	Garcia Gomez	Carlos	Extensive Support Needs	1.00	Edison Elementary	8/6/2026
132	Holman	Michael	Transitional Kindergarten	1.00	Paden Elementary	8/6/2026
133	Irwin	Kymberly	Mathematics	1.00	Alameda High	8/6/2026
134	Morris	Aidan	Mild Moderate Support Needs	1.00	Alameda High	8/6/2026
135	Navarro	Tara	Grade 4	1.00	Edison Elementary	8/6/2026
136	Sales	Jose Tomas	Science	1.00	Alameda High	8/6/2026
137	Waggener	Julia	Science	0.60	Island High	8/6/2026

Permanent Appointment(s)

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
138	Andersen	Ryan	School Psychologist	1.00	Special Education	7/31/2026-6/11/2027
139	Badr	Omar	Physical Education	1.00	Alameda High	8/6/2026
140	Chow	Terence	Social Science	1.00	Alameda High	8/6/2026
141	Clocksion	Kimberly	Grade 1	1.00	Bay Farm School	8/6/2026
142	Dizon	Jules	CORE (Math/Science)	1.00	Encinal Jr/Sr High	8/6/2026
143	Dorsen	Zachary	French	1.00	Alameda High	8/6/2026
144	Hurley	Kelly	Grade 4	1.00	Paden Elementary	8/6/2026
145	Jinich	Eytan	Music	1.00	Franklin/Paden Schools	8/6/2026
146	Keller	Molly	Mathematics	1.00	Alameda High	8/6/2026
147	Khan	Mominah	Science	1.00	Lincoln Middle	8/6/2026
148	Leus	Kim	Kindergarten	1.00	Otis Elementary	8/6/2026
149	Mayers	Jonathan	Science	1.00	Alameda High	8/6/2026
150	Morgan	Todd	English	1.00	Alameda High	8/6/2026
151	Nelsen	Paula	Social Science	1.00	Wood Middle	8/6/2026
152	Olszewski-Jubelirer	Julia	Science	1.00	Encinal Jr/Sr High	8/6/2026
153	Payumo	Monica	Counselor	1.00	Alameda High	8/3/2026
154	Phan	Jessie	Science	1.00	Alameda High	8/6/2026
155	Pitts	Megan	Mild Moderate Support Needs	1.00	Maya Lin School	8/6/2026
156	Rentz	Jenna	Social Science	1.00	Island High	8/6/2026
157	Salmon	Olivia	Transitional Kindergarten	1.00	Love Elementary	8/6/2026
158	Schwartz	Nicholas	Mathematics	1.00	Alameda High	8/6/2026
159	Wong	Matthew	Physical Education	1.00	Paden Elementary	8/6/2026

Athletic Coach Appointment(s)

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>Location</u>	<u>Effective Date</u>
160	Amos	Reuben	Head Coach- Football	Alameda High	7/22/2026
161	Cowell	Karen	Head Coach- Cheer	Alameda High	8/6/2026
162	Ellis	Nicholas	Head Coach- Men's Waterpolo	Encinal Jr/Sr High	7/22/2026
163	Ho	David	Head Coach- Women's Volleyball	Alameda High	7/7/2026

Other Appointment(s)

<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
164	Danzi	Camille	Substitute Teacher	Human Resources	8/6/2026
165	Dunford	Lauren	Beginning ESL/Tech/ESL Level 5	Hourly Alameda Adult	8/3/2026
166	Mak	Calvin	Intermediate ESL	Hourly Alameda Adult	8/3/2026
167	Mendoza	Elizabeth	Substitute Teacher	Human Resources	8/4/2026
168	Perkins	John	Substitute Teacher	Human Resources	8/6/2026
169	Reyes	Chase	Substitute Teacher	Human Resources	7/31/2026
170	Silver	Nobumi	Substitute Teacher	Human Resources	8/6/2026

Resignation(s)

	<u>Last</u>	<u>First</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
171	Bandy	Lauren	Grade 4	1.00	Bay Farm School	6/5/2026
172	Morris	Robin	Employment Elsewhere		Alameda High	7/1/2026
173	Porter	Maya	Other	1.00	Special Education	6/5/2026
174	Ramos	Stephen	Other	1.00	Lincoln Middle	6/5/2026

Leave of Absence(s)

<u>Leave of Absence</u>						
	<u>Last</u>	<u>First</u>	<u>Reason</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
175	Chua	Joy	General Purpose	0.15	Alameda Adult School	2026-2027 SY
176	Gloria	Catherine	Pregnancy Disability Leave/Parental Leave	1.00	Love School	9/21/2026-2/12/2027
177	McCray Denton	Rachel	Pregnancy Disability Leave/Parental Leave	1.00	Alameda High	10/8/2026-4/2/2027

Change of Status

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
178	Leshefsky	Allison	From: Adapted Physical Education	1.00		
			To: Adapted Physical Education	1.20	Special Education	8/6/2026
179	Reyes	Claudette	From: Early Childhood Special Education	1.00	ACDC	

			To: Resource	1.00	Bay Farm/Earhart Schools	8/6/2026
180	Reyes	Claudette	From: Resource	1.00	Bay Farm/Earhart Schools	
			To: Resource	1.00	Franklin	8/6/2026

Board Resolutions

Education Code Section 44831 allows the governing board or county office of education to contract or employ an individual who holds a license issued

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
181	Angstedt-Leto	Eleanora	Speech and Language Pathologist	1.00	Special Education	8/7/2026
182	Hoffman	Kiley	Speech and Language Pathologist	1.00	Special Education	8/11/2026
183	Keyes-Levine	Samantha	Speech and Language Pathologist	1.00	Special Education	8/8/2026
184	Macauley	Elissa	Speech and Language Pathologist	0.40	Special Education	8/6/2026
185	Phan	Jillian	Speech and Language Pathologist	1.00	Special Education	8/9/2026
186	Pyle	Emma	Speech and Language Pathologist	1.00	Special Education	8/10/2026

Education Code Section 44258.3 allows the governing board to assign a credential holder to teach any subjects in departmentalized classes in grades K-

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
187	Countryman	Clarity	Art	0.60	Otis Elementary	8/6/2026
188	Countryman	Clarity	Art	0.40	Paden Elementary	8/6/2026
189	Navarro	Charles	Science	1.00	Wood Middle	8/6/2026
190	Pierre-Antoine	Rodney	History	1.00	Wood Middle	8/6/2026
191	Quiter	Melissa	English	1.00	Encinal Jr/Sr High	8/6/2026

Signed by:

Timothy Erwin

Certified:

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Timothy Erwin, Assistant Superintendent,
Human Resources

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Classified Personnel Actions

Item Type: Consent

Background: *NOTE: If approved by the Board, personnel reports are uploaded the day after the meeting.*

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): All positions shown are authorized by the board and are included in the 2026-2027 budget.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description	Upload Date	Type
☐ Classified Personnel Actions	8/12/2026	Backup Material

Classified Personnel Actions**Date: August 11, 2026****Appointments**

	<u>Last</u>	<u>First</u>	<u>Assignment</u>	<u>FTE</u>	<u>Location</u>	<u>Effective Date</u>
1	Hatsuse	Yuri	Paraprofessional V	0.75	Edison	8/7/2026
2	Mixon	Jerry	Campus Security	0.875	Alameda HS	8/7/2026
3	Osorio	Chelsea	Behavior Specialist	1	Ruby Bridges	8/4/2026
4	Santana	Erika	Health Office Assistant	0.6875	Bay Farm	8/6/2026
5	Williams	Nicholas	Noon Supervisor	0.25	Franklin	8/11/2026

Resignation

6	Hancox	Gloria	Paraprofessional I	0.875	ACDC	7/24/2026
7	Henneberry	Pamela	School Office Assistant	0.8125	Lincoln MS	6/29/2026
8	Huxley	Grace	Paraprofessional V	0.75	Lincoln MS	6/4/2026
9	Smith	Micah	Food Service Asst II	1	Food Service	6/4/2026

Retirement

10	Andersen	Monica	Paraprofessional V	0.75	Lincoln MS	6/4/2026
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Signed by:

Timothy Erwin

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Certified:

Timothy Erwin, Assistant Superintendent, Human Resources

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Acceptance of Donations

Item Type: Consent

Background: Throughout the school year, donations are routinely accepted by the District. The donations are from various sources and are commonly designated for specific schools or departments, and for specific use.

The attached report provides a detailed summary of all donations received during the reporting period, including donation amount, donor names, and designated recipients.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase the revenues of the District in the amount of \$37,969.04.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Summary Site Donations	8/4/2026	Backup Material

2025-2026
Summary Site Donations
June 12, 2026 - June 30, 2026

Slip Date	Site	Donor	Amount	Site Total	Total Donations
6/4/2026	Alameda HS	Sara Townsend	\$ 81.00		
6/8/2026	Alameda HS	NeedMyTranscript	\$ 5.00		
6/9/2026	Alameda HS	Cash	\$ 360.00		
6/12/2026	Alameda HS	Alameda HS Boosters	\$ 3,575.00		
6/15/2026	Alameda HS	Alameda HS ASB	\$ 2,382.18		
6/16/2026	Alameda HS	Cash	\$ 7,423.60		
6/16/2026	Alameda HS	Steven Vega	\$ 90.00		
6/16/2026	Alameda HS	Julie Dulay	\$ 10.00		
6/17/2026	Alameda HS	Alameda HS Boosters	\$ 1,520.45		
6/24/2026	Alameda HS	Cash	\$ 5,773.51		
				\$ 21,220.74	
6/12/2026	ASTI	Trevor Jiang	\$ 30.00		
6/12/2026	ASTI	Emma Gurevich	\$ 30.00		
6/17/2026	ASTI	Xiaojuan Zhang	\$ 30.00		
				\$ 90.00	
6/9/2026	Bay Farm	Bay Farm Elementary PTA	\$ 227.20		
				\$ 227.20	
5/26/2026	Ed Services	Kiwanis	\$ 500.00		
				\$ 500.00	
6/8/2026	Encinal Jr-Sr HS	Cash	\$ 718.00		
6/8/2026	Encinal Jr-Sr HS	Kari Barnes	\$ 127.00		
6/8/2026	Encinal Jr-Sr HS	Laria and Stephan Pippen	\$ 26.00		
6/8/2026	Encinal Jr-Sr HS	NeedMyTranscript	\$ 2.00		
6/8/2026	Encinal Jr-Sr HS	Sunita Miles	\$ 63.00		
6/9/2026	Encinal Jr-Sr HS	Castro Valley HS Student Body	\$ 810.00		
6/9/2026	Encinal Jr-Sr HS	El Cerrito HS Student Activity Fund	\$ 920.00		
6/9/2026	Encinal Jr-Sr HS	Justin-Siena	\$ 810.00		
6/25/2026	Encinal Jr-Sr HS	Acalanes Union HS	\$ 810.00		
				\$ 4,286.00	
6/15/2026	Island HS	Cash	\$ 642.00		
				\$ 642.00	
6/11/2026	Lincoln MS	Cash	\$ 2,306.02		
				\$ 2,306.02	
6/9/2026	Otis	Dorian	\$ 443.07		
				\$ 443.07	
6/30/2026	Special Ed	John Gompers	\$ 25.00		
				\$ 25.00	
6/8/2026	Technology	Michael Webber	\$ 30.00		
				\$ 30.00	
6/9/2026	Wood MS	Cash	\$ 460.00		
6/10/2026	Wood MS	Keri Rorvik	\$ 30.00		
6/10/2026	Wood MS	Mary Beth Mraovich	\$ 175.00		
6/15/2026	Wood MS	Jeannette Bettles	\$ 9.99		
6/16/2026	Wood MS	Dillan Figueroa	\$ 17.00		
6/17/2026	Wood MS	Cash	\$ 7,507.02		
				\$ 8,199.01	
					\$ 37,969.04

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Ratification of Contracts Executed Pursuant to Board Policy 3300

Item Type: Consent

Background: On June 23, 2026, through adoption of Resolution No. 2025-2026.78, the Board of Education delegated authority to enter into contracts on behalf of the Alameda Unified School District and to purchase supplies, materials, apparatus, equipment, and services up to the amounts specified in Public Contract Code 20111 and Education Code section 17604 to the Superintendent of Schools, Assistant Superintendent of Educational Services, Assistant Superintendent of Business Services, Assistant Superintendent of Human Resources, and the Accounting/Purchasing Manager(s).

Resolution Number 2025-2026.78 delegates authority to the Superintendent and other designated staff to approve purchases and contracts below \$119,100, the updated bid threshold effective January 1, 2026. Contracts between \$25,000 and \$119,100 approved under this authority must be ratified by the Board within 60 days.

1. (Fund 13) Professional Services Agreement between AUSD and Brigaid LLC for a total not to exceed \$68,750.00.
2. (Fund 01) Professional Services Agreement between AUSD and Ed Theory, LLC for an hourly rate of \$120 and a total not to exceed \$154,560.00.
3. (Fund 01) Professional Services Agreement between AUSD and Construction West Services, Inc. for time and materials not to exceed \$90,000.00
4. (Fund 01) Professional Services Agreement between AUSD and Erin Crawford for a per assessment cost and a total not to exceed \$31,500.00.
5. (Fund 01) Professional Services Agreement between AUSD and ASF Clean Team, LLC for time and materials not to exceed \$50,000.00
6. (Fund 01) Professional Services Agreement between AUSD and Bylund Neuro-Ed Clinic for a per assessment cost and a total not to exceed \$31,500.00.
7. (Fund 01) Professional Services Agreement between AUSD and Interpreters Unlimited for varying rates with a total not to exceed \$50,000.00.
8. (Fund 01) Professional Services Agreement between AUSD and Pacific Bay Equipment for time and materials not to exceed \$30,000.00.
9. (Fund 01) Professional Services Agreement between AUSD and Elite Maintenance Inc for a total not to exceed \$50,000.00.
10. (Fund 01) Professional Services Agreement between AUSD and Kellie Olsen for a total proposed cost of \$39,000.00.
11. (Fund 01) Professional Services Agreement between AUSD and Shah Kawasaki Architects, Inc. for a total not to exceed \$50,000.00
12. (Fund 01) Professional Services Agreement between AUSD and North Eastern University for a proposed cost of \$68,680.00.
13. (Fund 01) Addendum No. 1 to The California Local Government Participating Addendum for Leases NASPO ValuePoint Master Agreement #189398, between AUSD and Kyocera Documents Solutions America, Inc.

14. (Fund 01) Amendment No. 1 to Agreement between AUSD and Aeries Software, Inc. for an increase of \$10,700 for an amended total of \$130,991.16.
15. (Fund 01) Amendment No. 3 to Multi Year Commitment Agreement between AUSD and Klett World Languages, Inc. for an increase of \$8,877.69 and an amended total of \$354,735.91.
16. (Fund 01) Amendment No. 1 to Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Alliance Glass Co. for an increase of \$40,000 and an amended total of \$70,000.00.
17. (Fund 25) Amendment No. 1 to Contract between AUSD and Andy's Roofing Company for a time extension and no change to original contract total of \$644,600.00
18. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and DSB+ for a total not to exceed \$29,500.00.
19. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Pacific Coast Trane Controls for a total not to exceed \$30,000.00.
20. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Mas Service for a total not to exceed \$30,000.00.
21. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Waterproofing Associates, Inc. for a total not to exceed \$50,000.00.
22. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and R & S Overhead Garage Door, Inc. for a total not to exceed \$50,000.00.
23. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Dream Ridge Engineering for a total not to exceed \$27,000.00. (Routine Maintenance)
24. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Dream Ride Engineering for a total not to exceed \$70,000.00. (Repairs)
25. (Fund 01) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Elite Window Coverings for a total not to exceed \$64,500.00.

NOTE: At the time of agenda posting, the contracts associated with this agenda item were still being finalized. The supporting contract documents will be posted no later than 5:00 p.m. on Friday, August 7, 2026.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and

guiding principles.

Submitted By:

Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
▣ Brigaid LLC	8/7/2026	Backup Material
▣ EdTheory LLC	8/7/2026	Backup Material
▣ Construction West Services	8/7/2026	Backup Material
▣ Erin Crawford	8/7/2026	Backup Material
▣ ASF Clean Team	8/7/2026	Backup Material
▣ Bylund Neuro-Ed Clinic	8/7/2026	Backup Material
▣ Interpreters Unlimited	8/7/2026	Backup Material
▣ Pacific Bay Equipment	8/7/2026	Backup Material
▣ Elite Maintenance, Inc.	8/7/2026	Backup Material
▣ Kellie Olsen	8/7/2026	Backup Material
▣ Shah Kawasaki Architects	8/7/2026	Backup Material
▣ Northeastern University	8/7/2026	Backup Material
▣ Kyocera	8/7/2026	Backup Material
▣ Aeries Student Information Systems	8/7/2026	Backup Material
▣ Klett World Languages	8/7/2026	Backup Material
▣ Alliance Glass Co.	8/7/2026	Backup Material
▣ Andy's Roofing	8/7/2026	Backup Material
▣ DS Baxley, Inc	8/7/2026	Backup Material
▣ Pacific Coast Trane	8/7/2026	Backup Material
▣ MAS Service, Inc	8/7/2026	Backup Material
▣ Waterproofing Associates, Inc.	8/7/2026	Backup Material
▣ R & S Overhead Garage Door, Inc.	8/7/2026	Backup Material
▣ Dream Ride Elevator	8/7/2026	Backup Material
▣ Dream Ride Elevator	8/7/2026	Backup Material
▣ Elite Window Coverings	8/7/2026	Backup Material



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Brigaid Llc (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

CONTRACTOR will continue their strategic partnership with the Food and Nutrition Services leadership team including ongoing coaching, on-site support, training, and advising customized to the unique needs of AUSD. Priority focus areas will draw from previously identified needs and goals established.

2. Term.

The term of this agreement shall be from 7/31/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

Select one of the following:

- ☒ CONTRACTOR is providing services for a flat fee which shall not exceed \$ 68,750.00.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of services at a rate of \$ _____/hour for a total not to exceed \$ _____.
- ☐ Other: _____

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: _____
which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide valuable insights on improving food preparation, enhancing service, and selecting the right equipment.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 8.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

JS (CONTRACTOR initials)

JA (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

 (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

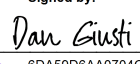
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

6DA59D6AA0704CB...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

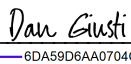
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

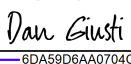
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 
6DA59D6AA0704CB...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 
6DA59D6AA0704CB...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Assia, James
 Title: Director of Food Services
 Address: 2060 Challenger Dr
Alameda CA 94501
 Email: jassia@alamedaunified.org

CONTRACTOR

Name: Dan Giusti
 Title: CEO
 Address: 515 Centerpoint Dr. Suite 2404
Middletown, CT 06457
 Email: dg@chefsbrigaid.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

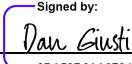
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Dan Giusti CEO

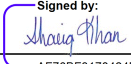
Authorized Signature:  Date: 7/31/2026
Signed by: 6DA59D6AA0704CB...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 13-5310-0-0000-3700-5800-061-61-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 8/4/2026
Signed by: AF76BF53178424B1...
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Ed Theory, LLC (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

CONTRACTOR shall provide a credentialed Education Specialist to provide services at Ruby Bridges Elementary School.

2. Term.

The term of this agreement shall be from 8/6/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 6/4/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☒ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of services at a rate of \$ 120 /hour for a total not to exceed \$ 154,560.00.

☐ Other: _____

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: _____

which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide qualified staff to provide required services.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 8.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☒ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

_____(CONTRACTOR initials)

_____(AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☒ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☒ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

DocuSigned by:

Rajat Melwatra

BB1E4F4E82F644A...

☐ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

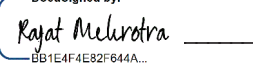
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

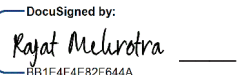
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature):  _____

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature):  _____

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Wahner, Jorge
 Title: Senior Director SPED
 Address: 2060 Challenger Dr
Alameda CA 94501
 Email: jwahner@alamedaunified.org

CONTRACTOR

Name: Rajat Mehrotra
 Title: Director - Client Services
 Address: 6701 Koll Center Pkwy Ste 250
Pleasanton, CA 94566
 Email: rajat@edtheory.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Rajat Mehrotra Director - Client Services

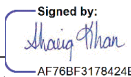
Authorized Signature:  Date: 7/31/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 01-6500-0-5760-1190-5800-040-40-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 8/4/2026
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

Per Resolution No. 2025-2026.72 Authorization for Assistant Superintendent of Business Services to Sign Order Drawn on the Funds of the District, dated June 23, 2026, this Amendment is fully executed and will receive Board approval at the August 11, 2026 meeting.



Addendum to Professional Services Agreement for Particular Services

This Addendum to the Professional Services Agreement ("Agreement") is incorporated into and made a part of the Agreement. In the event of any conflict between this Addendum and the Agreement, the terms of this Addendum shall be controlled with respect to the Services described herein.

NOTE: The provisions below are applicable only if the corresponding box is checked ☒. Any provision with an unchecked box ☐ is not part of this agreement and shall be deemed inapplicable.

☒ **33. ADDITIONAL INSURANCE REQUIREMENTS**

In addition to requirements as detailed in 6. Insurance, CONTRACTOR will maintain separate insurance coverage for sexual misconduct, molestation, and abuse; coverage with combined single limits of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate or provide policy documentation evidences this coverage is not excluded from the CONTRACTORS' general or professional liability policies.

☒ **34. TRAINING/CERTIFICATIONS**

Contractor certifies that staff providing services to the District shall arrive trained and certified for the service provided and should Contractor choose to send staff to District training, those hours will not be paid for by the District.

☒ **35. PARAPROFESSIONAL MINIMUM QUALIFICATIONS**

Should CONTRACTOR employ paraprofessional staff, all paraprofessionals (instructional and non-instructional) placed at the District must meet the following minimum requirements for an instructional aide: a high school diploma or its equivalency and one of the following: (a) an AA degree; or completion of 48 semester units in college; or (b) successful completion of the Instructional Assistant exam, administered by the Alameda County Office of Education or other COE as approved by the District. Such evidence of qualifications (diploma, County record) shall be provided by CONTRACTOR for a signed PSA or Master PSA Assignment Addendum. Contractors who provide paraprofessionals without this qualification do so with no expectation of the District compensating services beyond their minimum rate.

☒ **36. CONTRACT APPROVAL REQUIREMENTS**

CONTRACTOR shall only provide services to the District as agreed to in a fully-executed Agreement. CONTRACTORS who provide staff for services for service without, or provide staff for services that differ from such, do so with no expectation of payment. The District will not compensate any service that did not have a fully executed PSA or Master PSA Addendum, even should that service have been requested by staff verbally or through email, etc. Only an agreement signed by an Assistant Superintendent of the District or the President of the Board of Education are authorized. The District will not retro-date an agreement to cover these scenarios.

☒ **37. WORK HOURS**

All staff of CONTRACTOR will be contracted for hours expressly authorized in the Agreement. CONTRACTOR staff may not adjust daily or weekly hours and the District will only approve and process payment for the contracted hours per day, any hours outside are understood to be provided with no expectation of compensation.

☒ **38. INVOICING**

In addition to invoicing terms stated in 8. Invoices, agencies staffing District positions, each must be invoiced separately and include the District PO number. The invoice must contain backup documentation indicating hours worked each day and work location in a format acceptable to the District for payment to be processed.

CONTRACTOR

Signature:  _____

Printed Name: Rajat Mehrotra

Title: Director - Client Services

☐ **Additional Terms Added**

Acknowledgment & Approval of Additional Terms

Contractor: _____
DocuSigned by:
Rajat Melwatra
BB1E4F4E82F644A...

RATE SHEET – 2026-27

Job Title	Hourly Rate
Speech and Language Pathologist (Monolingual)	\$125.00
Speech and Language Pathologist (Bilingual)	\$127.00
Augmentative and Alternative Communication Specialist (AAC)	\$130.00
Speech and Language Pathology Assistant (Monolingual)	\$82.00
Speech and Language Pathology Assistant (Bilingual)	\$85.00
School Psychologist (Monolingual)	\$130.00
School Psychologist (Bilingual)	\$132.00
Special Education Teacher	\$120.00
Adapted Physical Education (APE)	\$105.00
Occupational Therapist	\$110.00
Physical Therapist	\$110.00
Certified School Nurse (CSN)/RN	\$102.00
Board Certified Behavior Analyst (BCBA)	\$130.00

Classified Staffing	
Job Title	Hourly Rate
Instructional Assistant/Aide	\$52.00
Licensed Vocational Nurse (LVN)	\$78.00
Certified Nurse Assistant (CNA)	\$55.00
Registered Behavioral Technician (RBT)	\$70.00
Behavioral Technician (BT)	\$55.00





EDTHLLC-01

RFAZELI

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/31/2026

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

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

PRODUCER License # 0G66614 One Risk Group, LLC DBA: One Risk Management & Insurance Services 2000 Crow Canyon Pl, Suite 160 San Ramon, CA 94583	CONTACT NAME: PHONE (A/C, No, Ext): (925) 226-7350 FAX (A/C, No): (925) 226-7380 E-MAIL ADDRESS: Certificates@oneriskgroup.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Landmark American Insurance Company INSURER B : Lexington Insurance Company INSURER C : AmTrust Insurance Company INSURER D : INSURER E : INSURER F :
INSURED EdTheory, LLC 6701 Koll Center Parkway, Suite 250 Pleasanton, CA 94566	NAIC # 33138 19437 15954

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ \$5,000 DED/Claim GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X		LHC878465	7/30/2026	7/30/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			LHC878465	7/30/2026	7/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			6799012	7/30/2026	7/30/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	KWC1449630	5/15/2026	5/15/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab			LHC878465	7/30/2026	7/30/2027	\$3M Agg/Each Claim 2,000,000
A	Sexual Misconduct			LHC878465	7/30/2026	7/30/2027	\$1M Agg/Each Claim 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Alameda Unified School District is Additional Insured to the extent provided in the attached form.

CERTIFICATE HOLDER

CANCELLATION

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

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

AUTHORIZED REPRESENTATIVE

This Endorsement Changes The Policy. Please Read It Carefully.

ADDITIONAL INSURED ENDORSEMENT WITH PRIMARY/ NONCONTRIBUTORY AND TRANSFER OF RIGHTS WORDING

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Name of Person or Organization:

Any person or organization to whom or to which you are obligated by virtue of a written contract or by the issuance or existence of a written permit, to provide insurance such as is afforded by this policy.

- A. SECTION II – WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown on the SCHEDULE, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

- B.** With respect to the insurance afforded to these additional insured, the following additional exclusions apply:

This insurance does not apply to “bodily injury” or “property damage” occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of “your work” out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- C.** The following is added to the **Other Insurance Condition** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to the additional insured listed in the SCHEDULE above provided that:

1. The additional insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

- D.** The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US:**

We waive any right of recovery we may have against the person or organization shown in the SCHEDULE above because of payment we make for injury or damage arising out of your ongoing operations, “your product” or “your work” done under a written contract with that person or organization and included in the “product-completed operations hazard”. This waiver applies only to the person or organization shown in the SCHEDULE above.

This endorsement effective 07/30/2026
forms part of Policy Number LHC878465
issued to EDTHEORY, LLC
by Landmark American Insurance Company

Endorsement No.: 06

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective	05/15/2026	Policy No. KWC1449630	Endorsement No. 0
Insured	EdTheory, LLC		Premium \$141,896
Insurance Company	AmTrust Insurance Company		

Countersigned by _____



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Construction West Services, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

The Contractor shall provide all labor, materials, equipment, and supervision necessary to perform emergency water intrusion and structural repairs at Bay Farm Elementary School. Work includes, but is not limited to, demolition of damaged materials and the repair and replacement of affected framing, sheathing, and interior and exterior finishes as necessary to restore the building envelope. All work shall be performed in accordance with the specifications and drawings prepared by Shah Kawasaki Architects, subject to required inspections, and in compliance with all applicable codes and regulations.

Contingency Allowance: An additional \$15,000.00 is included as a contingency allowance for unforeseen concealed conditions encountered during construction. No contingency of work shall be performed without prior written authorization from the District. The Contractor shall provide a detailed itemized breakdown of all proposed contingency costs, including labor, materials, equipment, and subcontractor expenses, for review and approval before commencement of such work.

2. Term.

The term of this agreement shall be from 7/21/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 11/30/26. The work shall be completed no later than 9/30/26.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Time and Materials Not to Exceed: \$90,000.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$ 0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? The work is needed to restore water damaged school site facilities and provide clean, safe, and functional educational facilities.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 8.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

kl (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or

☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

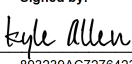
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

893239AC7276423...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

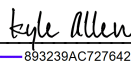
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

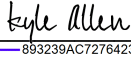
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 
893239AC7276423...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 
893239AC7276423...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

____ (CONTRACTOR initials)
BDA (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Addicott, Brian
Title: Director of MOF
Address: 2060 Challenger Dr
Alameda CA 94501
Email: baddicott@alamedaunified.org

CONTRACTOR

Name: Kyle Allen
Title: Project Manager
Address: 4786 Blum Road
Martinez, CA 94553
Email: service@cw-si.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Kyle Allen Project Manager

Authorized Signature:  Date: 7/20/2026

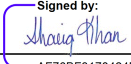
SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐

Restricted Funds ☒

Budget Code(s): 14-0000-0-0000-8500-6200-010-77-3049

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 7/23/2026
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Erin Crawford (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contractor will provide up to five (5) Independent Educational Evaluations (IEE), as requested, during the 2026-27 school year.

2. Term.

The term of this agreement shall be from 8/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 5/31/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Per assessments costs with a total not to exceed \$31,500.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: _____
which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Assessment for student placement and achievement of
academic goals.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☒ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☒ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☒ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☐ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

Select one of the following:

☐ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): _____

☒ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): _____

DocuSigned by:
Erin Crawford
0AE3FECDBA9D48A...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Wahner, Jorge
Title: Coordinator
Address: 2060 Challenger Dr
Alameda CA 94501
Email: jwahner@alamedaunified.org

CONTRACTOR

Name: Erin Crawford
Title: Owner, EmpowerEd Psychological Services Inc
Address: 1299 4th Street, Suite 306
San Rafael CA 94901
Email: erin@empowered-psych.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Erin Crawford

Owner, EmpowerEd Psychological Services Inc

Authorized Signature: _____

DocuSigned by:

Erin Crawford

0AE3FECDBA9D48A...

Date: 7/13/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐

Restricted Funds ☒

Budget Code(s): 01-6500-0-5760-1190-5800-040-40-1906

☐ Superintendent, Pasquale Scuderi

☐ Assistant Superintendent of Human Resources, Tim Erwin

☒ Assistant Superintendent of Educational Services, Kirsten Zazo

☐ Assistant Superintendent of Business Services, Shariq Khan

Signed by:

Zazo, Kirsten

A09EA941A04A4C4...

Signature of Superintendent or Assistant Superintendent

7/17/2026

Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and ASF Clean Team, LLC. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contract #26043 - All Sites Exterior Building Cleaning.

CONTRACTOR to provide all labor, materials, equipment, and supervision for professional exterior cleaning services at AUSD facilities. Services include power washing of exterior entrances and walkways as well as de-webbing of walls, overhangs, eaves, fences, and other areas identified of need.

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 7/31/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Time and Materials Not To Exceed \$50,000.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$ 0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide safe, clean, and welcoming facilities for
students, staff, and visitors.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

UM (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

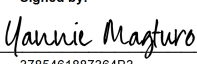
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

3785461887364B3...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

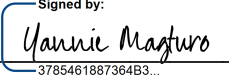
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☒ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Addicott, Brian
Title: Director of MOF
Address: 2060 Challenger Dr
Alameda CA 94501
Email: baddicott@alamedaunified.org

CONTRACTOR

Name: Yannie Magturo
Title: Account Manager
Address: 10556 Combie Rd, STE 6116
Auburn, CA 95602
Email: yannie@asfcleanteam.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Yannie Magturo

Account Manager

Authorized Signature: _____

Signed by:

Yannie Magturo

Date: 7/2/2026

3785461887364B3...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒

Restricted Funds ☐

Budget Code(s): 01-0000-0-0000-8200-5800-077-77-0000

- ☐ Superintendent, Pasquale Scuderi
☐ Assistant Superintendent of Human Resources, Tim Erwin
☐ Assistant Superintendent of Educational Services, Kirsten Zazo
☒ Assistant Superintendent of Business Services, Shariq Khan

Signed by:

Shariq Khan

AF76BF3178424B1

Signature of Superintendent or Assistant Superintendent

7/8/2026

Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Bylund Neuro-Ed Clinic (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contract will provide up to five (5) Independent Psycho-Educational Evaluations, as requested during the 2026-2027 school year.

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: \$6300.00 per IEE, not to exceed \$31,500.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: _____
which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Necessary for determining necessary services/suppo
rts. _____

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☒ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☒ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☒ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

DocuSigned by:
James Bylund
CCB31B01692444A...

☐ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

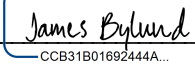
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

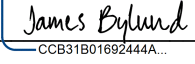
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 
CCB31B01692444A...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 
CCB31B01692444A...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Wahner, Jorge
Title: Coordinator of Special Education
Address: 2060 Challenger Dr
Alameda CA 94501
Email: jwahner@alamedaunified.org

CONTRACTOR

Name: James Bylund
Title: LEP #3220
Address: 1407 Oakland Blvd., Suite 102
Walnut Creek, CA 94596
Email: james@drjamesbylund.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: James Bylund

LEP #3220

Authorized Signature: _____

DocuSigned by:

James Bylund

CCB31B01692444A...

Date: 7/15/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐

Restricted Funds ☒

Budget Code(s): 01-6500-0-5760-1190-5800-040-40-1906

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

Signed by:

Shariq Khan

AF76BF3178424B1

Signature of Superintendent or Assistant Superintendent

7/16/2026

Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Interpreters Unlimited (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

CONTRACTOR to provide interpreter services, as needed, for special education meetings and communications necessary for the completion of student individualized education plans.

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Varying rates based on language and delivery method, NTE \$50,000.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: _____
which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide equitable access for families and students

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

SS (CONTRACTOR initials)

AK (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or

☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

 (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

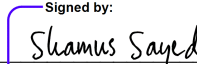
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

1F3EA30BC50B49A...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

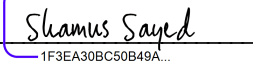
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

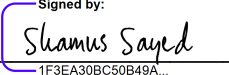
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☒ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

 (CONTRACTOR initials)

AK (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Wahner, Jorge
Title: Coordinator of Special Education
Address: 2060 Challenger Dr
Alameda CA 94501
Email: jwahner@alamedaunified.org

CONTRACTOR

Name: Shamus Sayed
Title: CEO
Address: PO Box 27660
San Diego, CA 92198
Email: shamus.sayed@interpreters.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

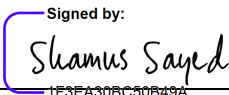
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Shamus Sayed CEO

Authorized Signature:  7/3/2026
Signed by: IF3EA30BC50B49A...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 01-6500-0-5760-1190-5800-040-40-0000

- ☐ Superintendent, Pasquale Scuderi
☐ Assistant Superintendent of Human Resources, Tim Erwin
☒ Assistant Superintendent of Educational Services, Kirsten Zazo
☐ Assistant Superintendent of Business Services, Shariq Khan

 7/7/2026
Signed by: A09EA941A04A4C4...
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Pressure Washer Center, Inc. DBA Pacific Bay Equipment (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contract #26021 - All Sites - Equipment Maintenance and Repair

CONTRACTOR to provide all labor, equipment, tools, parts, and materials to provide preventative and corrective maintenance and repairs on various MOF department equipment, with a 90 day warranty on repairs.

CONTRACTOR to provide a quote for acceptance by AUSD for any service requiring replacement parts or specialty repairs prior to beginning work or ordering materials.

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 7/31/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Time and Materials Not to Exceed \$30,000

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$ 0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provides safe, clean, and welcoming facilities for students, staff, and visitors.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

- ☐ TB Clearance shall be provided to AUSD prior to starting work; or
- ☐ Records are already on file; or
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

M↑ (CONTRACTOR initials)
BDA (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or

☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

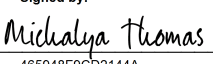
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

465948F9CD2144A...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

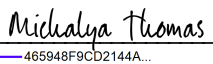
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

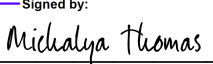
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 
465948F9CD2144A...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 
465948F9CD2144A...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☒ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Addicott, Brian
Title: Director of MOF
Address: 2060 Challenger Dr
Alameda CA 94501
Email: baddicott@alamedaunified.org

CONTRACTOR

Name: Michalya Thomas
Title: Sales Supervisor
Address: 609 G St
Modesto CA 95354
Email: mthomas@pacificbayequipment.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Michalya Thomas

Sales Supervisor

Authorized Signature: _____

Signed by:

Michalya Thomas

Date: 7/9/2026

465948F9CD2144A...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒

Restricted Funds ☐

Budget Code(s): 01-0000-0-0000-8200-5800-077-77-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

Signed by:

Shariq Khan

AF76BF3178424B1

Signature of Superintendent or Assistant Superintendent

7/15/2026

Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Elite Maintenance, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contract #26039 - Various Sites - Surface Cleaning

CONTRACTOR to provide all labor and equipment to clean various parking lots, blacktops, and other outdoor areas and surfaces at various AUSD sites as needed. CONTRACTOR to provide a proposal for each service for acceptance by AUSD prior to beginning work or ordering materials.

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 7/31/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Not to exceed \$50,000

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide clean and safe facilities for students, staff, and the community.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

DE (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or

☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☒ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

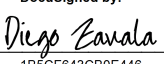
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

DocuSigned by:

1B5CF643CB0E446...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

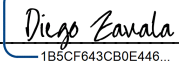
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

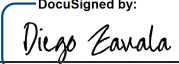
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 
1B5CF643CB0E446...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 
1B5CF643CB0E446...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☒ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Addicott, Brian
 Title: Director of MOF
 Address: 2060 Challenger Dr
Alameda CA 94501
 Email: baddicott@alamedaunified.org

CONTRACTOR

Name: Diego Zavala
 Title: Account Manager
 Address: 305 Vineyard Town Ctr #306
Morgan Hill, CA 95037
 Email: diego@elitemaintenancecorp.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

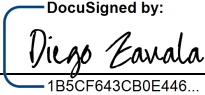
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Diego Zavala Account Manager

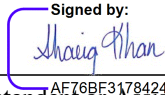
Authorized Signature:  Date: 6/29/2026
DocuSigned by: 1B5CF643CB0E446...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒ Restricted Funds ☐

Budget Code(s): 01-0000-0-0000-8200-5800-077-77-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 7/6/2026
Signed by: AF76BF3178424B1
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Kellie Olsen (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

The CONTRACTOR shall provide reading intervention three (3) days per week (Monday, Tuesday and Thursday) using research based curriculum including, but not limited to: SIPPS, Orton Gillingham, Leveled Literacy

The CONTRACTOR may be asked to provide training to teachers on the use of SIPPS in the classroom.

The CONTRACTOR may be asked to provide additional push-in support in classrooms as needed under the direction of the Principal or Intervention Lead.

The CONTRACTOR will work with small groups that have been selected by the Principal and Intervention Lead with input provided from the CONTRACTOR.

The CONTRACTOR will provide the Principal with regular updates on student progress towards goals using the assessment materials from the above mentioned curricula as well as STAR Early Literacy and Reading.

2. Term.

The term of this agreement shall be from 8/31/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/3/27. The work shall be completed no later than 5/28/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☒ CONTRACTOR is providing services for a flat fee which shall not exceed \$ 39,000.00.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of services at a rate of \$ _____/hour for a total not to exceed \$ _____.
- ☐ Other: _____

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$ _____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☒ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? This allows us to provide targeted reading interventions to service students based on an MTSS model.

☐ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? _____

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☒ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☐ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☒ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☒ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☐ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

Select one of the following:

☐ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): _____

☒ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): _____

DocuSigned by:
Kellie Olsen
E0387D45FD9D472...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☒ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

 (CONTRACTOR initials)

BMD (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Dodson, Brian
 Title: Principal
 Address: 2060 Challenger Dr
Alameda CA 94501
 Email: bdodson@alamedaunified.org

CONTRACTOR

Name: Kellie Olsen
 Title: Reading Interventionist
 Address: 915 Grand Street
Alameda, CA
 Email: kellieolsen@gmail.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Kellie Olsen Reading Interventionist

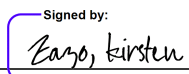
Authorized Signature:  Date: 6/8/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☐

Budget Code(s): 01-9046-0-1110-1000-5800-013-13-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☒ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☐ Assistant Superintendent of Business Services, Shariq Khan

 7/13/2026
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Independent Contractor Status Verification

Contractors who are Individual/sole proprietors or single-member LLCs must complete this form and submit with other contract documents.

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST (Employee v. Independent Contractor)

Contractor Name:

Kellie Olsen

1. **Are you a current employee of Alameda USD (including an active substitute) or have you been active in this calendar year?**

YES ☐ NO ☒

2. **Are you are a retiree in the CalSTRS or CalPERS system?**

YES ☐ NO ☒

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

- ☒ **CONTRACTOR** and its workers are free from the control and direction of the AUSD in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- ☒ The work to be performed by the **CONTRACTOR** and its workers is outside the usual course of the AUSD's business.
- ☒ **CONTRACTOR** is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

- ☒ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☒ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☒ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☒ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☒ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☒ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☒ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☒ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☒ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☒ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.

- ☒ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☒ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☒ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☒ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☒ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
- ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☒ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
- ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☒ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☒ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☒ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, Kellie Olsen (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: _____

DocuSigned by:
Kellie Olsen
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Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Shah Kawasaki Architects, Inc. (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

Contract 2540 - Various Sites - Architectural Services

CONTRACTOR shall provide professional architectural services including labor, design and other professional services as required for various district projects, as requested.

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 12/30/26.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Varying hourly rate and expenses NTE: \$50,000.00.

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: N/A

which shall not exceed a total cost of \$ 0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Ensures safe, comfortable, and accommodating facilities for our students, staff, families, and commu

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

- ☐ TB Clearance shall be provided to AUSD prior to starting work; or
- ☐ Records are already on file; or
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

UL (CONTRACTOR initials)

DK (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or

☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☒ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

DK (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

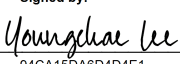
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

94CA15DA6D4D4E1...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

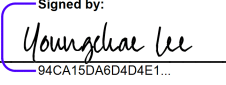
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Krueger, Danielle
 Title: Classified Coordinator
 Address: 2060 Challenger Dr
Alameda CA 94501
 Email: dkrueger@alamedaunified.org

CONTRACTOR

Name: Youngchae Lee
 Title: Principal
 Address: 570 10th Street #201
Oakland CA 94607
 Email: ylee@skarc.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

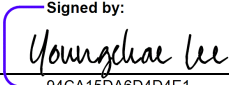
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Youngchae Lee Principal

Authorized Signature:  Date: 6/30/2026
Signed by: 94CA15DA6D4D4E1...

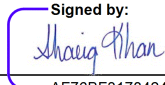
SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒

Restricted Funds ☒

Budget Code(s): 01-0000-0-0000-0000-5800-077-77-0000; 01-8150-0-0000-0000-5800-077-77-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 6/30/2026
Signed by: AF76BF3178424B1
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date

AMENDMENT NO. 1 to Contract for Repairs, Maintenance, or Small Construction Projects
(CUPCCAA) Contract # 2598
Dated February 24, 2026

This Amendment is entered into on July 14, 2026, between the Alameda Unified School District (District) and Alliance Glass Company, LLC. (CONTRACTOR). The District entered into an Agreement with the CONTRACTOR for glass services, and the parties agree to amend that Agreement as follows:

1. Services Increased need of services.
2. Compensation Original Agreement: \$30,000 Amendment No. 1: \$40,000 Amended Agreement: NTE \$70,000

3. Remaining Provisions: All other provisions of the Agreement, and prior Amendment(s) if any, shall remain unchanged and in full force and effect as originally stated.

4. Amendment History:

- ☒ There are no previous amendments to this Agreement.
☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

"DISTRICT"

By: _____
 Shariq Khan
 Assistant Superintendent, Business
 Services

"CONTRACTOR"

By: 
 Name **Cassie Harker**
 Title **Estimator**

CONTRACT FOR REPAIRS, MAINTENANCE, OR SMALL CONSTRUCTION PROJECTS

For



REPAIRS, MAINTENANCE OR CONSTRUCTION SERVICES AWARDED PURSUANT TO THE "INFORMAL BIDDING" PROCEDURES OF THE PUBLIC CONTRACT CODE § 22000, ET SEQ. (THE UNIFORM PUBLIC CONSTRUCTION COST ACCOUNTING ACT ("CUPCAA") OVER \$75,000 AND UP TO \$220,000

or



REPAIRS, MAINTENANCE, OR CONSTRUCTION SERVICES UNDER \$75,000 AWARDED PURSUANT TO CUPCAA

THIS CONTRACT is made and entered into this 22 day of June, 2026 ("Contract"), by and between Elite Window Coverings ("Contractor") and **Alameda Unified School District** ("District"). Contractor and District may be referred to herein individually as a "Party" or collectively as the "Parties."

1. **Contract Services.** After the District has issued a Notice to Proceed, the Contractor shall furnish to the District the following repairs, maintenance, or construction services ("Services" or "Scope of Work"):

CONTRACTOR to provide all labor materials, equipment, supervision, and services necessary to measure, procure, and install roller shades at Building 100, 300, 400 at Wood Middle School as provided in the enclosed contractor proposal.

2. **Contract Price & Payment.** The Contractor shall furnish the services to the District for a total price not to exceed \$ 64,500.00 Sixty-four Thousand Five Hundred and 00/100 Dollars ("Contract Price"). Payment for the Work shall be made in accordance with the Terms and Conditions attached hereto.
3. **Contract Site(s).** Contractor shall perform the Work at 420 Grand St., Alameda CA 94501 ("Premises" or "Sites").
4. **Contract Time & Potential Liquidated Damages.** Work to be completed by August 15, 2026. ("Contract Time") Contractor agrees that if the Work is not completed within the Contract Time and/or pursuant to the completion schedule, construction schedule, or project milestones developed pursuant to provisions of the Contract, and it is not possible to Amend and extend the Contract without damaging the District, it is understood, acknowledged, and agreed that the District will suffer damage which is not capable of being calculated. Pursuant to Government Code section 53069.85, Contractor shall pay to the District, as fixed and liquidated damages for these incalculable damages, the sum of \$_____ per day for each and every calendar day of delay beyond the Contract Time or beyond any completion schedule, construction schedule, or Project milestones established pursuant to the Contract.
5. **Bonds & Insurance.**
Payment Bond & Performance Bond: When determined by the District based on the scope of work, on contracts exceeding \$25,000, Contractor shall not commence the Work until it has provided to the District, a Payment (Labor and Material) Bond and a Performance Bond, in the forms attached hereto, each in an amount equivalent to one hundred percent (100%) of the Contract Price issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.

Insurance: Contractor shall have and maintain in force, with the minimum indicated limits, the following insurance covering their work under the Contract:

Commercial General Liability , with Products and Completed Operations Coverage	\$1,000,000 per occurrence; \$3,000,000 aggregate
Automobile Liability , Any Auto	\$1,000,000 per occurrence;
Workers Compensation	Statutory limits pursuant to State law
Employers' Liability	\$1,000,000
*Builder's Risk (Course of Construction)	Issued for the value and scope of work.

*When determined by the District based on the scope of work

Contractor shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District prior to beginning work. The policy(ies) shall not be amended or modified and the coverage amounts shall not be reduced without thirty (30) days written notice to the District prior to cancellation. The District, its officers, agents and employees, shall be named as an additional on the Contractor's Automobile Liability, Commercial General Liability and Completed Operations Coverage through endorsements CG 20 37 04 13 and CG 20 10 04 13. Contractor's policy(ies) shall be primary. Contractor shall not allow any subcontractor, employee, or agent to commence Work on this Contract or any subcontract until the insurance required of Contractor, subcontractor, or agent has been obtained.

6. **Project Oversight.** Inspection and acceptance of the Work shall be performed by Ruth Boyd of the MOF Construction Department of the District.

7. **Terms & Conditions.** The Contractor agrees to comply with the Terms and Conditions.

8. **Contract Documents.** The Contract Documents include only the following documents, as indicated:

☒ Bid Form and Proposal	☒ Drug-Free Workplace Certification
☐ Bid Bond	☒ Lead-Product(s) Certification
☐ Notice to Proceed	☐ Roofing Contract Financial Interest Certification
☒ Terms and Conditions to Contract	☒ Insurance Certificates and Endorsements
☐ Non-collusion Declaration	☒ Performance Bond
☒ Prevailing Wage Certification	☒ Payment Bond
☒ Workers' Compensation Certification Criminal	☒ Exhibit A ("Scope of Work")
☒ Background Investigation Certification	☒ Plans
☒ Asbestos & Other Hazardous Materials	☒ Work Specifications
☐ Certification	☐ [Other] _____
☒ Tobacco-Free Certification	☐ Submittal(s) _____

9. **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 sent by overnight delivery service addressed as follows:

District:

2060 Challenger Drive

Alameda, CA 94501

ATTN: Brian Addicott, Director of MOF

Contractor: Elite Window Coverings

1261 Hoblitt Ave. STE 206

Clovis, CA 93612

ATTN: Anthony Waters

Any notice personally given 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.

The Parties agree to the Terms and Conditions and have ACCEPTED AND AGREED on the final date indicated below. By signing this Contract, Contractor certifies, under penalty of perjury, that all the information provided in the Contract Documents is true, complete, and correct:

Alameda Unified School District

Contract #: 25110

Signature: _____

Print Name: Brian Addicott

Print Title: Director, MOF

Dated: _____

Signature: _____

Print Name: _____

Print Title: Assistant Superintendent

Dated: _____

When exceeding \$119,100:

Signature: _____

Print Name: _____

Print Title: President, Board of Education

Dated: _____

Contractor

Signature: 

Print Name: Anthony Waters

Print Title: President

Dated: 6-22-2020

Company Name: Elite Window Coverings

Company Address: 1621 Hoblitt Ave. Ste 206

City, State, ZIP: Clovis, CA 93612

Phone Number: (559) 326-3727

Email: Anthony@elitewindowcoverings.net

Federal Employer ID Number: 92-2723828

CSLB License Number: 990646

PWC Registration Number: 1001041926

PWC-100 #: _____

Budget Code: 21-9505-0-0000-8500-6400-015-68-3037

Information regarding Contractor:

Type of Business Entity:

- ☐ Individual
☐ Sole Proprietorship
☐ Partnership
☐ Limited Partnership
☒ Corporation
☐ Limited Liability Company
☐ Other: _____

Employer Identification and/or Social Security Number: 92-2723828

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of \$600 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

TERMS AND CONDITIONS TO CONTRACT

1. NOTICE TO PROCEED: District shall provide a Notice to Proceed to Contractor pursuant to the Contract at which time Contractor shall proceed with the Work.

2. SITE EXAMINATION: Contractor has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Contractor warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, its accessibility for materials, workers and utilities, and Contractor's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other undiscovered condition on the Site.

3. EQUIPMENT AND LABOR: The Contractor shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Services, the Services to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.

4. SUBCONTRACTORS: Contractor shall comply with the Subletting and Subcontracting Fair Practices Act (Public Contract Code, section 4100 et. seq.) Contractor shall identify by name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction of the Project in an amount in excess of one-half of 1 percent of the Contractor's contract price or ten thousand dollars (\$10,000) whichever is greater. Subcontractors, if any, engaged by the Contractor for any Service or Work under this Contract shall be subject to the approval of the District. Contractor agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements. If Contractor subcontracts any part of this Contract, Contractor shall be fully responsible to the District for acts and omissions of its subcontractor and of persons either directly or indirectly employed by itself. Nothing contained in the Contract Documents shall create any contractual relations between any subcontractor and the District.

5. TERMINATION: If Contractor fails to perform the Services and Contractor's duties to the satisfaction of the District, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Contract, or if Contractor violates any of the Terms or Provisions of this Contract, the District shall have the right to terminate this Contract effective immediately upon the District giving written notice thereof to the Contractor. District shall also have the right in its sole discretion to terminate the Contract for its own convenience. Termination shall have no effect upon any of the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of termination. Upon termination, Contractor shall provide the District with all documents produced maintained or collected by Contractor pursuant to this Contract, whether or not such documents are final or draft documents.

6. SAFETY AND SECURITY: Contractor is responsible for maintaining safety in the performance of this Contract. Contractor shall be responsible for complying with the District's the rules and regulations pertaining to safety, security, and driving

on school grounds, particularly when children are present.

7. CHANGE IN SCOPE OF WORK: Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted by District unless such change, addition, or deletion is approved in advance and in writing by a valid change order executed by the District. Contractor specifically understands, acknowledges, and agrees that the District shall have the right to request any alterations, deviations, reductions, or additions to the Project or Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations. Contractor also agrees to provide the District with all information requested to substantiate the cost of any change order and to inform the District whether the Work will be done by the Contractor or a subcontractor. In addition to any other information requested, Contractor shall submit, prior to approval of any change order, its request for a time extension (if any), as well as all information necessary to substantiate Contractor's belief that such change will delay the completion of the Work. If Contractor fails to submit its request for a time extension or the necessary supporting information, it shall be deemed to have waived its right to request such extension.

8. TRENCH SHORING: If this Contract is in excess of \$25,000 and is for the excavation of any trench deeper than five (5) feet, Contractor must submit and obtain District's approval and acceptance, in advance of excavation, of a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If the plan varies from the shoring system standards, the plan shall be prepared by a registered civil or structural engineer.

9. EXCAVATIONS OVER FOUR FEET: If this Contract includes excavations over four (4) feet, Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (1) Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the Site differing from those indicated; or (3) Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract. The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract. In the event that a dispute arises between the District and the Contractor regarding whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall

proceed with all Work. Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the contracting parties.

10. LEAD-BASED PAINT: Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, no lead-based paint, lead plumbing and solders, or other potential sources of lead contamination shall be utilized on this Project, and only trained and state-certified contractors, inspectors and workers shall undertake any action to abate existing risk factors for lead. Contractor must execute the Lead-Based Paint Certification, if applicable.

11. WORKERS: Contractor shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to them. Any person in the employ of the Contractor or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at Site without written consent from the District.

12. DRUG-FREE / SMOKE FREE POLICY: No drugs, alcohol and/or smoking are allowed at any time in any buildings and/or grounds on District property. No students, staff, visitors, consultants or contractors are to use drugs on these sites

13. CORRECTION OF ERRORS: Contractor shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care required herein.

14. SUBSTITUTIONS: No substitutions of material from those specified in the Work Specifications shall be made without the prior written approval of the District.

15. CONTRACTOR SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job Site, use of equipment, and quality of workmanship,

16. CLEAN UP: Debris shall be removed from the Premises. The Site shall be in order at all times when work is not actually being performed and shall be maintained in a reasonably clean condition.

17. ACCESS TO WORK: District representatives shall at all time have access to the Work wherever it is in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

18. PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of the Work, all necessary safeguards, signs, barriers, lights, and security persons for protection of workers and the public and shall post danger signs warning against hazards created by the Work. In an emergency affecting life and safety of life or of Work or of adjoining property, Contractor, without special instruction or authorization from District, is permitted to act at their discretion to prevent such threatened loss or injury.

19. ASSIGNMENT OF CONTRACT: Contractor shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District.

20. TIME IS OF THE ESSENCE: Time is of the essence in the performance of and compliance with each of the provisions and

conditions of this Contract.

21. OCCUPANCY: District reserves the right to occupy buildings at any time before formal Contract completion and such occupancy shall not constitute final acceptance or approval of any part of the Work covered by this Contract, nor shall such occupancy extend the date specified for completion of the Work.

22. FORCE MAJEURE CLAUSE: Contractor shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining delivery, or performing by act of God, fire, strike, loss, or shortage of transportation facilities, lock-out, commandeering of materials, product, plant, or facilities by the government, when satisfactory evidence thereof is presented to the District, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of Contractor.

23. INDEMNIFICATION / HOLD HARMLESS CLAUSE: To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, Contractors, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages, arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, Contractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Contract, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the indemnified parties.

24. PAYMENT: On a monthly basis, Contractor shall submit an application for payment based upon the estimated value for materials delivered or services performed under the Contract as of the date of submission ("Application for Payment"). Within thirty (30) days after District's approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The District may deduct from any payment an amount necessary to protect the District from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment; (2) any sums expended by the District in performing any of Contractor's obligations under the Contract which Contractor has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Total Contract price or by the scheduled completion date; (6) unsatisfactory prosecution of the Work by Contractor; (7) unauthorized deviations from the Contract; (8) failure of the Contractor to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract or by District during the prosecution of the Work; (9) erroneous or false estimates by the Contractor of the value of the Work performed;

(10) any sums representing expenses, losses, or damages, as determined by the District, incurred by the District for which Contractor is liable under the Contract; and (11) any other sums which the District is entitled to recover from Contractor under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by the District to deduct any of these sums from a progress payment shall not constitute a waiver of the District's right to such sums. The District shall retain five percent (5%) from all amounts owing as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

25. PERMITS AND LICENSES: Contractor and all of its employees, agents, and subcontractors shall secure and maintain in force, at Contractor's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, or Services herein listed.

26. INDEPENDENT CONTRACTOR STATUS: While engaged in carrying out the Services of this Contract, the Contractor is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Contractor shall be solely responsible for its own Worker's Compensation insurance, taxes, and other similar charges or obligations. Contractor shall be liable for its own actions, including its negligence or gross negligence, and shall be liable for the acts, omissions, or errors of its agents or employees.

27. 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, or religious creed, and therefore the Contractor agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment Practice Act beginning with Government Code Section 12900 and Labor Code Section 1735. In addition, the Contractor agrees to require like compliance by all its subcontractor(s).

28. DISABLED VETERAN BUSINESS ENTERPRISES: Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction or modernization of a school building (SFP Funds) to have a participation of at least three percent (3%), per year, of the overall dollar amount expended each year by the school district, for disabled veteran business enterprises (DVBE). If this Contract uses School Facilities Program Funds, Contractor must submit, with its executed Contract, appropriate documentation to the District identifying the steps Contractor has taken to solicit DVBE participation in conjunction with this Contract.

29. WARRANTY/QUALITY: Unless a longer warranty is called for elsewhere in the Contract, Contractor, manufacturer, or their assigned agents shall guarantee the workmanship, product or Services performed against defective workmanship, defects or failures of materials for a minimum period of one (1) year from District's written approval of the Work. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards.

30. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all information, documents, programs,

procedures, and all other items that Contractor encounters while performing the Contractor's Services to the extent allowed by law. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes all student, parent, and disciplinary information.

31. COMPLIANCE WITH LAWS: Contractor shall give all notices and comply with all laws, ordinance, rules and regulations bearing on conduct of the Work as indicated or specified. If Contractor observes that any of the Work required by this Contract is at variance with any such laws, ordinance, rules or regulations, Contractor shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Work shall be made and this Contract shall be appropriately amended in writing, or this Contract shall be terminated effective upon Contractor's receipt of a written termination notice from the District. 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.

32. DISPUTES/CLAIMS: Public Contract Code § 9204. Claims between the District and the Contractor shall be resolved in accordance with the procedures established in Public Contract Code § 9204.

- Claim. The term "Claim" means a written demand by the Contractor sent by registered mail or certified mail with return receipt requested for:

- (1) An extension of the Contract Time, including relief from damages or penalties assessed by the District for delay;
- (2) Payment of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or to which the Contractor is not otherwise entitled; or
- (3) Payment of an amount that is disputed by the District.

- Submission of Claim. A Claim arises upon the District's rejection of a request by the Contractor for a Change Order. The Contractor shall submit the Claim by registered mail or certified mail with return receipt requested to the District's Director of construction and Modernization, with a copy to the Project Manager/Construction Manager. The Contractor shall submit its Claim in writing, together with all Supporting Documentation no later than the earlier of either: (1) thirty (30) days after the date the Claim arises; or (2) sixty (60) days after the date of Completion. It is the intent of the District to evaluate and resolve Claims with the Contractor as close to the events giving rise to such Claims as possible and to avoid stale or late Claims, including late notice and documenting of Claims, and to timely mitigate the issue, event, condition, circumstance and/or cause of the Claim and any adverse impacts or damages related thereto. Should the Contractor fail to submit a Claim by the deadline set forth in this Article, Contractor waives and releases such Claim, including all rights and remedies in connection therewith.

- Contents of Claim. A Claim must include all Supporting Documentation and a statement identifying it as a Claim signed by an authorized agent or officer of the Contractor under penalty of perjury and including the following language immediately above or before the Contractor's signature: "I

declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit." The Contractor recognizes and acknowledges that this requirement is not a mere formality but is intended to ensure that the Contractor only submits Claims that it believes are true and correct, substantiated and have merit. Should Contractor fail to submit the foregoing written statement signed under penalty of perjury, Contractor waives and releases its Claim, including all rights and remedies in connection thereto.

▪ Subcontractor Claims. Pursuant to Public Contract Code § 9204(d)(5), a Subcontractor may request in writing, either on its own behalf or on behalf of a lower tier Subcontractor, that the Contractor submit to the District a claim for work which was performed by the Subcontractor or by a lower tier Subcontractor on behalf of the Subcontractor. The Subcontractor requesting that the claim be submitted to the District shall furnish reasonable documentation to support the claim. Regardless of whether or not the Contractor decides to submit the Subcontractor's claim to the District, Contractor shall provide a copy of the Subcontractor's written request, including all supporting documentation, to the Project Manager/Construction Manager within ten (10) days of Contractor's receipt of the request. In the event the Contractor agrees to submit a Subcontractor's claim to the District, the Contractor shall submit such claim as a request for a Change Order, unless such claim was previously submitted to the District as a request for a Change Order. Within forty-five (45) days of receipt of the Subcontractor's written request, the Contractor shall notify the Subcontractor in writing as to whether the Contractor submitted the claim to the District and, if the Contractor did not submit the claim, the Contractor shall provide the Subcontractor with a written statement of the reasons for not having done so and shall concurrently provide a copy of such written statement to the Project Manager/Construction Manager. In the event the Contractor includes supporting documentation with such written statement, the Contractor shall concurrently provide a copy of such supporting documentation to the Project Manager/Construction Manager. If the Contractor submits a Claim on behalf of a Subcontractor, the Claim shall include a statement in writing and signed by an authorized agent or officer of the Contractor under penalty of perjury that includes the following language immediately above or before the Contractor's signature: "I declare under penalty of perjury under the laws of the State of California that [insert name of Contractor] has thoroughly evaluated the claim of [insert name of Subcontractor] and determined that the information provided and statements made in the claim are true and correct, substantiated and of merit."

▪ District Review of Claim. Upon receipt of a Claim, the District shall review the Claim and, within a period not to exceed forty-five (45) days, shall provide Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and the Contractor may, by mutual written agreement, extend the forty-five (45) day time period. The

District shall process and make payment of any undisputed portion of a Claim within sixty (60) days after the District issues its written statement. Failure by the District to provide a written statement in response to a Claim from the Contractor within the forty-five (45) day time period, or within an agreed upon extended time period, shall result in the Claim being deemed rejected in its entirety. A Claim that is rejected by reason of the District's failure to respond, or failure to timely respond, to the Claim shall not constitute an adverse finding regarding the merits of the Claim or the claimant's responsibility or qualifications.

▪ Meet and Confer Meeting. If the Contractor disputes the District's written response, or if the District fails to respond within the time frame prescribed above, the Contractor, within fifteen (15) days of the District's written response or, if the District fails to respond, within fifteen (15) days after the District's response was due, may demand, in a writing sent to the District's Superintendent by registered mail or certified mail, return receipt requested, with a copy to the District's Director of Construction and Modernization, and Project Manager/Construction Manager, an informal conference to meet and confer for settlement of the issues in dispute. The District shall schedule a meet and confer conference within thirty (30) days of its receipt of the Contractor's written demand.

▪ Mediation. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the District issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation. The expenses and fees of the mediator and the administrative fees shall be divided among the parties equally. Each party shall pay its own legal fees, witness fees, and other expenses. The District and the Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. The foregoing notwithstanding, pursuant to Public Contract Code § 9204(f), the parties may mutually agree in writing to waive mediation.

▪ Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work, but will allow determination by the court of the State of California, in the county in which the District's administration office is located, having competent jurisdiction of the dispute.

▪ Nothing in this Article shall prevent the Parties from resolving any disputes or claims pursuant to Public Contract Code section 20104, et seq., if applicable.

- Nothing in this Contract, waives, modifies or tolls the Contractor's obligation to present a timely claim under Government Code § 910, et seq. Therefore, in addition to complying with the contractual Claims procedures, the Contractor is required to present claims to the District pursuant to Government Code § 910, et seq.

33. LABOR CODE REQUIREMENTS: Provided that the Contract Price is more than \$1,000, and the Work is a "public works" under the Labor Code, the parties agree as follows:

- The Work is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
- District hereby provides notice of the requirements described in Labor Code § 1771.1(a) that a contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, or engage in the performance of any contract for public work, unless currently registered and qualified to perform public work pursuant to Labor Code § 1725.5.
- Contractor acknowledges that all or a portion of the Services under this Contract are a public work, and that it and its subcontractors have complied with Labor Code § 1725.5, including, without limitation, the registration requirements thereof.
- Contractor shall post all required job site notices and shall comply with all applicable requirements prescribed thereby, including but not limited to Labor Code § 1771.4.
- Contractor shall comply with all applicable provisions of the Labor Code, Division 3, Part 7, Chapter 1, Articles 1-5, including, without limitation, the payment of the general prevailing per diem wage rates for public work projects of more than one thousand dollars (\$1,000).
- Copies of the prevailing rate of per diem wages are on file with the District.
- Contractor and each subcontractor shall comply with Chapter 1 of Division 2, Part 7 of the Labor Code, beginning with § 1720, and including §§ 1735, 1777.5 and 1777.6, forbidding discrimination, and §§ 1776, 1777.5 and 1777.6 concerning the employment of apprentices by Contractor or subcontractors. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. Contractor shall comply with Labor Code § 1777.5 pertaining to prevailing wage compensation to apprentices for pre-employment activities.

34. PAYROLL RECORDS: Contractor and its subcontractor(s) shall keep accurate certified payroll records of employees and make them available to the District immediately upon request.

35. AUDIT: Contractor shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Contractor transacted under this Contract. Contractor shall retain these books, records, and systems of account during the Term of

this Contract. Contractor shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Contractor and shall conduct audit(s) during Contractor's normal business hours, unless Contractor otherwise consents.

36. ANTI-TRUST CLAIM: Contractor and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time the District tenders final payment to the Contractor, without further acknowledgment by the Parties.

37. GOVERNING LAW: This Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a in the county in which the District's administration office is located.

38. PROVISIONS REQUIRED BY LAW DEEMED INSERTED: Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.

39. BINDING CONTRACT: This Contract shall be binding upon the Parties hereto and upon their successors and assigns, and shall inure to the benefit of the Parties and their successors and assigns.

40. DISTRICT WAIVER: District's waiver of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.

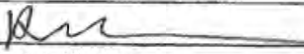
41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.

42. ENTIRE CONTRACT: This Contract sets forth the entire Contract between the Parties hereto and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties hereto pertaining to the subject matter thereof. This Contract may be modified only by a writing evidencing the Parties' mutual consent.

PREVAILING WAGE CERTIFICATION

CONTRACT NO.# 25110 between Alameda Unified School District ("District") and Elite Window Coverings ("Contractor").

The undersigned does hereby certify to confirm to the State of California Public Works Contract requirements regarding prevailing wages, on-site audits with 48 hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

Date:	6-22-2026
Legal Name of Contractor:	Elite Window Coverings
Signature:	
Print Name:	Anthony Waters
Title:	President

WORKERS' COMPENSATION CERTIFICATION

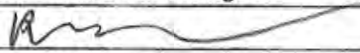
CONTRACT NO.# 25110 between Alameda Unified School District ("District") and Elite Window Coverings ("Contractor").

Labor Code section 2700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to their employees.

The undersigned does hereby certify the awareness of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and Contractor shall comply with such provisions before commencing the performance of the Work of this Contract.

Date:	6-22-2026
Legal Name of Contractor:	Elite Window Coverings
Signature:	
Print Name:	Anthony Waters
Title:	President

(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 the awarding body prior to performing any Work under this Contract.)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

CONTRACT NO.# 25110 between Alameda Unified School District (District") and Elite Window Coverings ("Contractor").

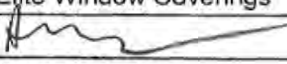
The undersigned does hereby certify that (1) they are a representative of the Contractor, (2) they are familiar with the facts herein certified, (3) they are authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

1. **Education Code.** Contractor has taken at least one of the following actions with respect to the Project:

☐	The Contractor has complied with the fingerprinting requirements of Education Code sections 45125.1/45125.2 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 Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of 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 Contract is attached hereto; and/or
Waiver of Fingerprint Requirement. Contractor is not required to comply because (check which applies):	
☒	The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.
☐	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, AND CONTRACTOR'S employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Contractor's services under this Agreement
☐	CONTRACTOR'S services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, CONTRACTOR'S employees shall have more than limited contact with students, BUT one of the following shall occur: ☐ The installation of a physical barrier at the worksite to limit contact with pupils. ☐ Continual supervision and monitoring of all Contractor's on-site employees of Contractor by an employee of Contractor, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony. ☐ Surveillance of Employees by District personnel.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Contractor that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are not listed on California's "Megan's Law" Website (<http://meganslaw.ca.gov>).

Contractor's responsibility for background clearance extends to all of their 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.

Date:	<u>6-22-2026</u>
Legal Name of Contractor:	<u>Elite Window Coverings</u>
Signature:	
Print Name:	<u>Anthony Waters</u>
Title:	<u>President</u>

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CONTRACT NO.# 25110 between Alameda Unified School District ("District") and Elite Window Coverings ("Contractor").

Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations "New Material Hazardous", shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.

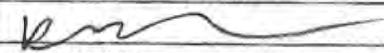
Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material.

Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

All Work or materials found to be New Hazardous Material or Work or material installed with "New Hazardous Material" containing equipment will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.

Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date:	6-22-2026
Legal Name of Contractor:	Elite Window Coverings
Signature:	
Print Name:	Anthony Waters
Title:	President

TOBACCO FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.# 25110 between **Alameda Unified School District** ("District") and **Elite Window Coverings** ("Contractor").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school owned vehicles and vehicles owned by others while on District property.

The undersigned does hereby certify awareness of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that the contractor shall adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site.

Date:	6-22-2020
Legal Name of Contractor:	Elite Window Coverings
Signature:	
Print Name:	Anthony Waters
Title:	President

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.# 25110 between Alameda Unified School District ("District") and Elite Window Coverings ("Contractor").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990.

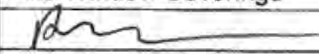
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;
2. Establishing a drug-free awareness program to inform employees about all of the following:
 - a. The dangers of drug abuse in the workplace.
 - b. The person's or organization's policy of maintaining a drug-free workplace.
 - c. The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - d. The penalties that may be imposed upon employees for drug abuse violations.
3. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

The undersigned does hereby certify and agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

The undersigned understands that if the District determines that Contractor has either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. The undersigned further understands that, violation of the terms of the Drug-Free Workplace Act of 1990, may be subject to debarment in accordance with the requirements of section 8350 et seq.

The undersigned does hereby acknowledge awareness of the provisions of Government Code section 8350 et seq. and hereby certifies adherence to the requirements of the Drug-Free Workplace Act of 1990.

Date:	6-22-2020
Legal Name of Contractor:	Elite Window Coverings
Signature:	
Print Name:	Anthony Waters
Title:	President

LEAD-PRODUCTS CERTIFICATION

CONTRACT NO.# 25110 between Alameda Unified School District ("District") and Elite Window Coverings ("Contractor").

California Occupational Safety and Health Administration (CalOSHA), Environmental Protection Agency (EPA), California Department of Health Services (DHS), California Department of Education (CDE), and the Consumer Product Safety Commission (CPSC) regulate lead-containing paint and lead products. Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

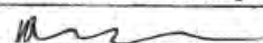
The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including Title 8, California Code of Regulations, Section 1532.1). Any and all Work which may result in the disturbance of lead-containing building materials must be coordinated through the District.

The California Education Code also prohibits the use or import of lead-containing paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or in the modernization or renovation of any existing school facility. The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

If failure to comply with these laws, rules, and regulations results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom. If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

THE UNDERSIGNED HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT THEY HAVE RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY, AS WELL AS THE EXISTENCE OF APPLICABLE LAWS, RULES AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL OF, SUCH MATERIALS WITH WHICH IT MUST COMPLY. THE UNDERSIGNED ALSO WARRANTS THAT THEY HAVE THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR.

Date:	6-22-2026
Legal Name of Contractor:	Elite Window Coverings
Signature:	
Print Name:	Anthony Waters
Title:	President

Bond #GFB7482565
Premium \$1,935.00

PERFORMANCE BOND

PERFORMANCE BOND (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Alameda Unified School District ("District") and Elite Window Coverings ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

25110 - Wood Middle School Window Shades

("Project" or "Contract") (Project Name)

which Contract dated June 22, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Old Republic Surety Company ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Sixty Four Thousand Five Hundred and No/100***** DOLLARS

(\$ 64,500.00****), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor's or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Contractor's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

Old Republic Surety

18500 W. Corporate Drive Suite 170 Brookfield, WI 53045

Attention: Justin Vinzant

Telephone No.: (800) 217 - 1792

Fax No.: () -

E-mail Address: jvinzant@orsurety.com

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18 day of June, 2026.

Principal

Elite Window Coverings

(Name of Principal)

[Signature]

(Signature of Person with Authority)

Anthony Waters

(Print Name)

Surety

Old Republic Surety Company

(Name of Surety)

[Signature]

(Signature of Person with Authority)

Justin Smit Attorney-in-Fact

(Print Name)

Steven Gutilla Jr.

(Name of California Agent of Surety)

6873 N. West Ave. #101 Fresno, CA 93711

(Address of California Agent of Surety)

559-432-0222

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

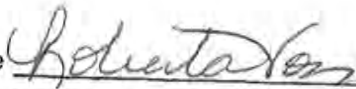
On June 18, 2026 before me, Roberta Voss, Notary Public
(insert name and title of the officer)

personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

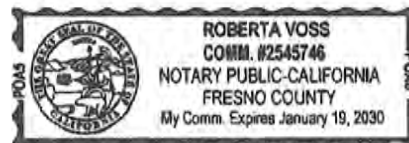
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



PAYMENT BOND

PAYMENT BOND -- Contractor's Labor & Material Bond (100% of Contract Price)

(Note: Contractors must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Alameda Unified School District ("District") and Elite Window Coverings ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

25110 - Wood Middle School Window Shades (Project Name)
("Project" or "Contract")

which Contract dated June 22, 2026, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in sections 3179 through 3214 and 3247 through 3252 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, the Principal and Old Republic Surety ("Surety") are held and firmly bound unto the Board of the District in the penal sum of:

Sixty Four Thousand Five Hundred and No/100***** DOLLARS

(\$64,500.00*****), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 3179 through 3214 and 3247 through 3252 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the Contract Documents or to the Work.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 18th day of June, 2026.

Principal

Elite Window Coverings

(Name of Principal)



(Signature of Person with Authority)

Anthony Wagers

(Print Name)

Surety

Old Republic Surety Company

(Name of Surety)



(Signature of Person with Authority)

Justin Smit Attorney-in-Fact

(Print Name)

Steve Gutilla, Jr.

(Name of California Agent of Surety)

6873 N. West Ave. #101 Fresno, CA 93711

(Address of California Agent of Surety)

559-432-0222

(Telephone Number of California Agent of Surety)

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno

On June 18, 2026 before me, Roberta Voss, Notary Public
(insert name and title of the officer)

personally appeared Justin Smit
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

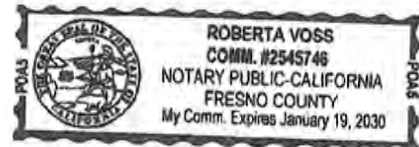
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Roberta Voss

(Seal)





OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

Roberta Voss, Justin Smit of Fresno, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, **(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds)**, as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 16th day of August, 2022

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC SURETY COMPANY

Alan Paylic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 16th day of August, 2022, personally came before me, Alan Paylic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Kathryn R. Pearson
Notary Public

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

My Commission Expires: September 28, 2026
(Expiration of notary's commission does not invalidate this instrument)

31 1047



Signed and sealed at the City of Brookfield, WI this 18th day of June, 2026

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-08)

DiBuduo & Defendis Ins Brokers

Nº 5410

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Certificate of Authority

THIS IS TO CERTIFY, That, pursuant to the Insurance Code of the State of California,

Old Republic Surety Company

of Brookfield, Wisconsin, organized under the
laws of Wisconsin, subject to its Articles of Incorporation or
other fundamental organizational documents, is hereby authorized to transact within this State,
subject to all provisions of this Certificate, the following classes of insurance:

SURETY, LIABILITY and MISCELLANEOUS

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in
full compliance with all, and not in violation of any, of the applicable laws and lawful requirements
made under authority of the laws of the State of California as long as such laws or requirements are
in effect and applicable, and as such laws and requirements now are, or may hereafter be changed
or amended.

IN WITNESS WHEREOF, effective as of the 14th day
of December, 19 90, I have hereunto set
my hand and caused my official seal to be affixed this 14th
day of December, 19 90.



NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Ins. Code Sec. 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

By

ROXANN M. GUILLOTTE
Insurance Commissioner
[Signature]
VICTORIA S. SIDBURY
Deputy

ELITE

WINDOW COVERINGS

1261 Hoblitt

Suite #206

Clovis, CA 93612

(559) 326-3727

www.elitewindowcoverings.net

Proposal

ESTIMATE NUMBER

260606

DATE

6/9/26

DIR# : PW-LR-1001041926

CSLB# : 990646

SB/SB-PW # 2039595

Valid 90 Days

Project Name

Wood Middle School Increment 2

Architect

Quattrocchi Kwok

Plan Date

05/16/2025

Addenda Acknowledgement

0

Work Description	Quantity	Unit	Unit Price	Amount
SWF R Series Roller Shades	161	EA		
Crosshatch 3% Fabric Color TBD				
4" Fascias Color TBD				
Stainless Steel Chains w/ Tensioned Hold Downs				
Tubes to be sized appropriately to limit deflection				
Windows, Doors, Side-lites Covered				
D(8), SL3(7), W02(2), W03(2), W04(2),				
W05(4), W09(3), W10(1), W15/A(120),				
W16(1), W19(1), W22a(1), W23b(1),				
W24b(1), W27b(1), W28a(1), W34a(5), W34b(5)				

Prevailing Wage Installation

Price includes products that conform to ANSI/WCMA A100.1-2022 safety standards

Lead Time: 6-8 Weeks

Duration: 6 Days

TOTAL
Includes all taxes **64,500.00**

Caleb Adams - (559) 554-5896

PREPARED BY

APPROVED BY

DATE



Rosa, CA 95404
y:
Suite 525,
94807
0829

ARCHITECT
CHI
15438
2025
★
IFORNIA
BER 06. 2024

WOOD MIDDLE SCHOOL

SITE WORK & NEW CONSTRUCTION

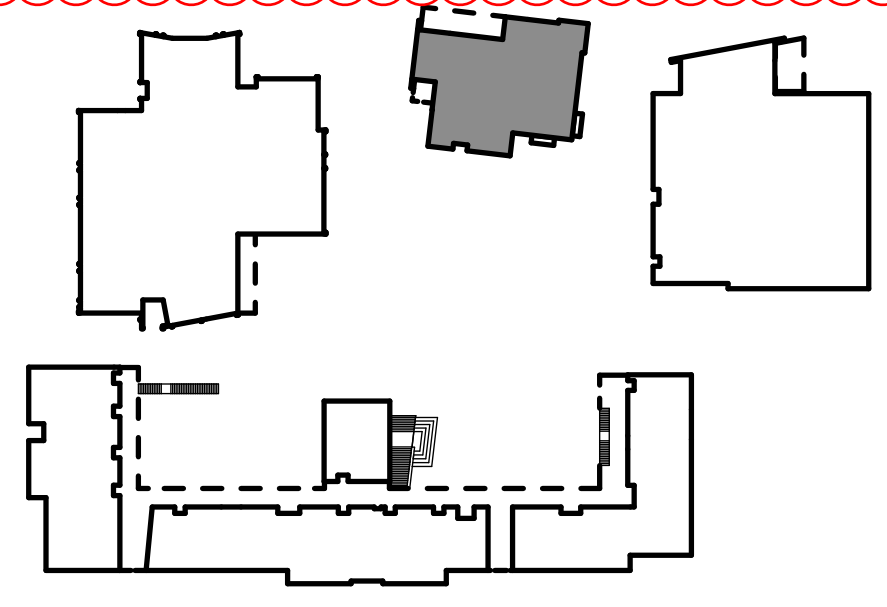
INCREMENT 2

420 Grand Street
Alameda, CA 94501

ALAMEDA UNIFIED SCHOOL DISTRICT

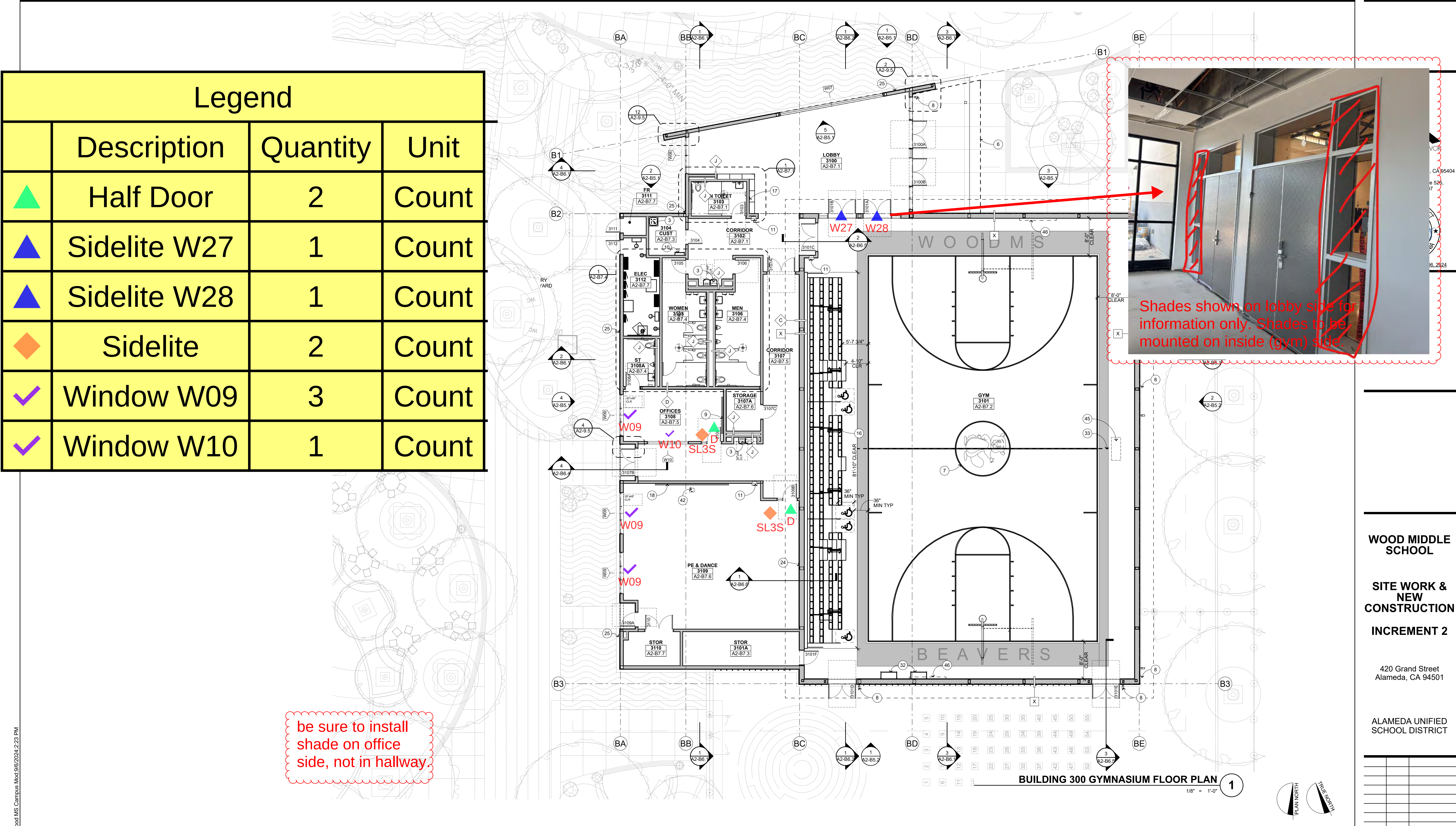
$$1/8" = 1'-0"$$

	METAL FRAMING - NON RATED
	METAL FRAMING - 1 HOUR RATED FIRE
	INT METAL FRAMING W/ (1) LAYER GYP EA SIDE
	INT METAL FRAMING W/ (2) LAYERS GYP EACH SIDE
	1-HR RATED INT METAL FRAMING W/ (1) LAYER GYP EACH SIDE
	INT METAL FRAMING W/ (1) LAYER GYP ONE SIDE
	1-HR RATED SHOT WALL. SEE SHEET A2-C6.9 AND
	METAL STUD SIZE



A2-A2.2

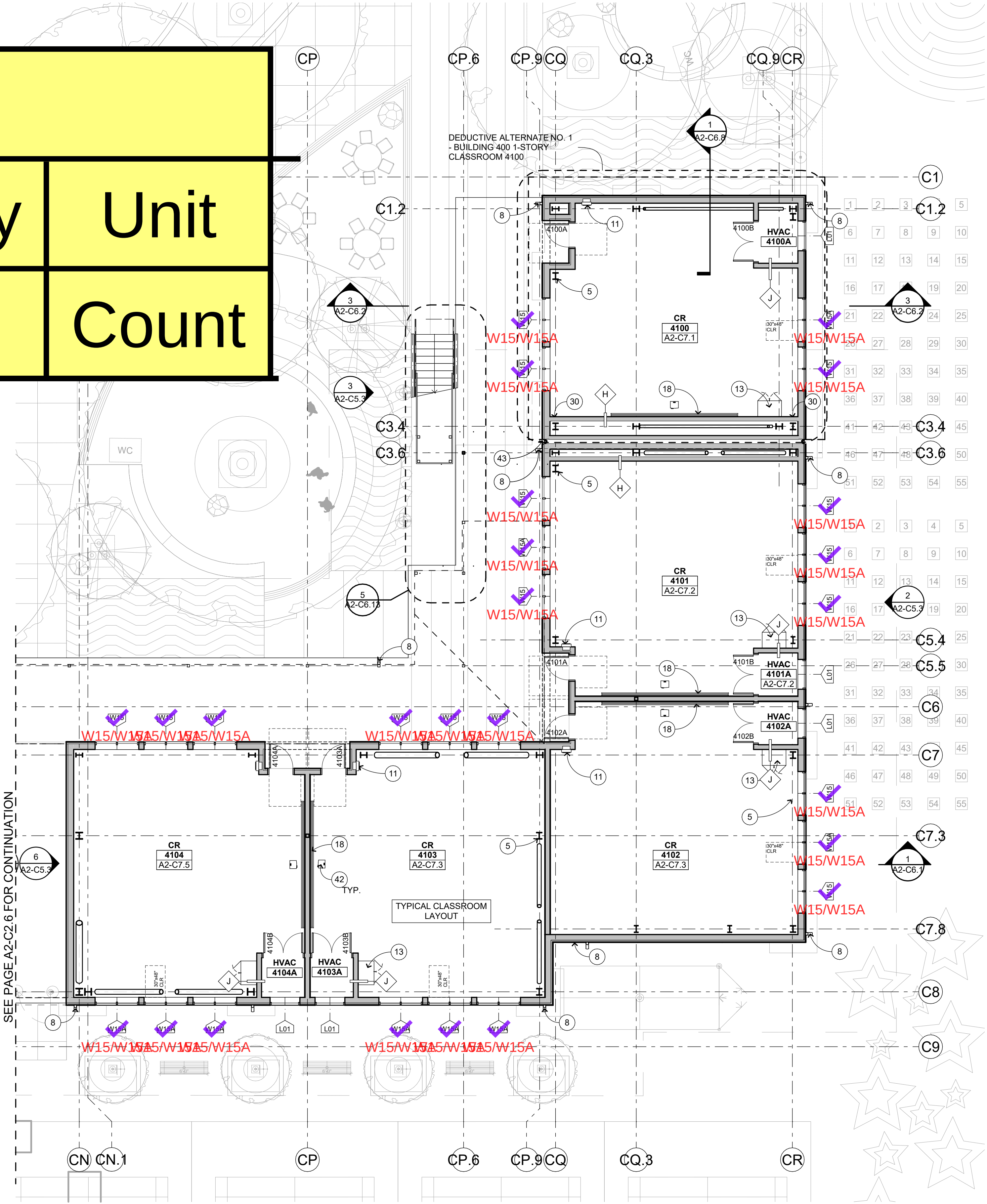
Legend			
	Description	Quantity	Unit
	Half Door	2	Count
	Sidelite W27	1	Count
	Sidelite W28	1	Count
	Sidelite	2	Count
	Window W09	3	Count
	Window W10	1	Count



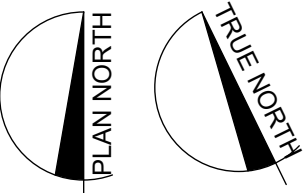
be sure to install
shade on office
side, not in hallway

A2-B2.2

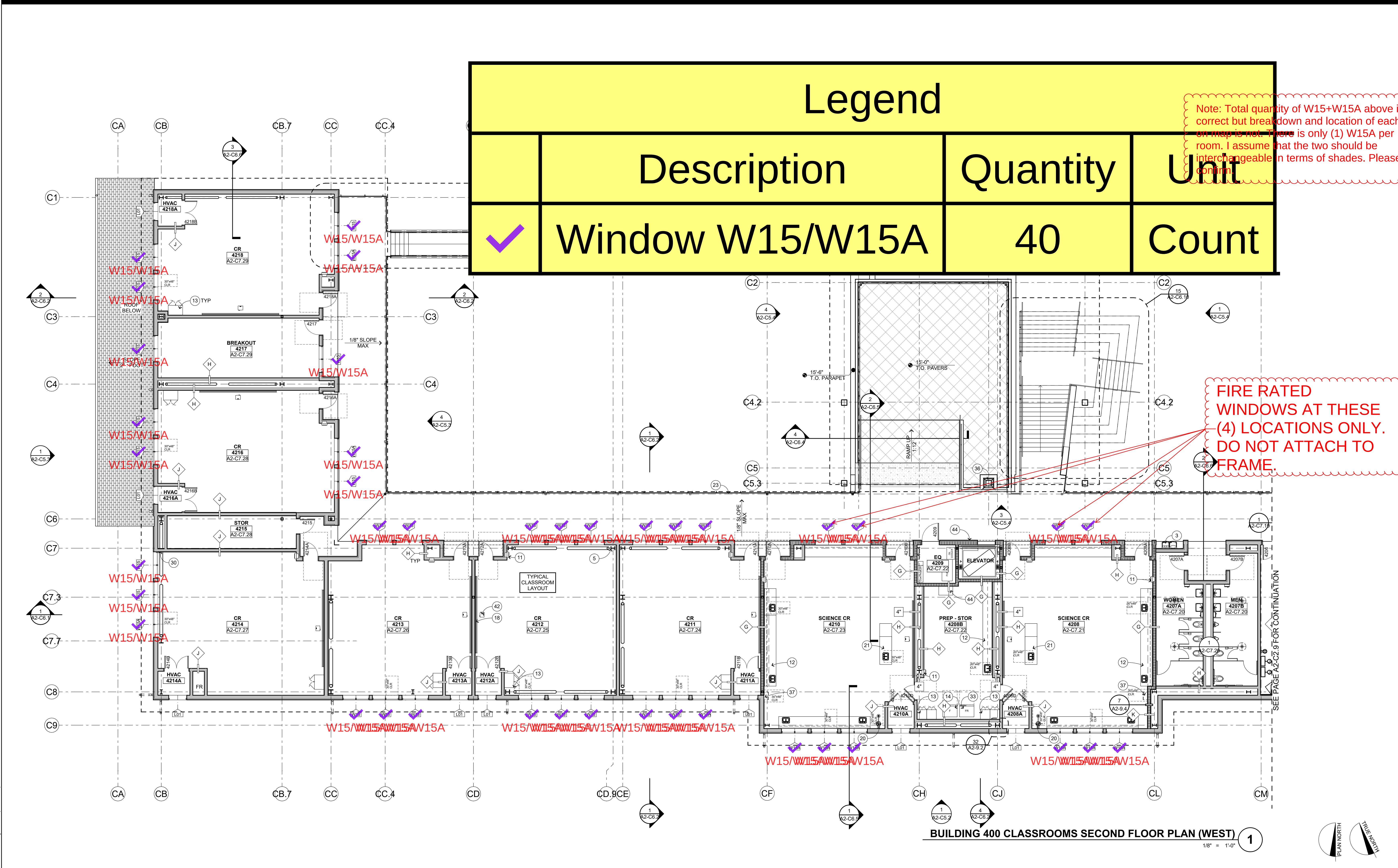
Note: Total quantity of W15+W15A above is correct but breakdown and location of each on map is not. There is only (1) W15A per room. I assume that the two should be interchangeable in terms of shades. Please confirm.



BUILDING 400 CLASSROOMS FIRST FLOOR PLAN (EAST) 1



A2-C2.7



FLOOR PLAN KEYNOTES

NOT ALL KEYNOTES MAY APPLY TO THIS SHEET

1

FIRE SPRINKLER RISER, S.P.D.

2

MECHANICAL ITEM, S.M.D.

3

PLUMBING ITEM / FIXTURE, S.P.D.

4

ELECTRICAL ITEM, S.E.D.

5

STRUCTURAL ITEM, S.S.D.

6

LINE OF STEEL CANOPY ABOVE (S.S.D.), SEE A2-4.1, A2-B.4.7

7

GYM FLOOR STRIPING, SEE A2-B.2, A2-B.2, A2-B.2.4

8

RWL, TYP.

9

8' WIDE X 5' TALL WHITEBOARD

10

ACCESS LADDER

11

SEMI RECESSED FIRE EXTINGUISHER CABINET

12

CASEWORK, SEE INTERIOR ELEVATIONS

13

TALL TEACHING CABINET

14

REFRIGERATOR, OFCI

15

DISHWASHER, OFCI

16

BLEACHERS, SEE BLEACHER DSA PC DRAWINGS

17

TROPHY CASE

18

16' WIDE X 5' TALL WHITEBOARD

19

WASHER/DRYER, OFCI

20

EYEWASH STATION, S.P.D.

21

DEMONSTRATION TABLE

22

LINE OF RAIN CANOPY ABOVE, SEE A2-9.4, A2-9.9

23

GUARDRAIL

24

MIRROR, SEE INTERIOR ELEVATION

25

ROIOD

26

LINE OF STEEL CANOPY ABOVE (S.S.D.), SEE A2-C.4.7

27

AREA DRAIN, S.P.D.

28

CONCRETE/PAVER TRANSITION

29

RIGID INSULATION "CRICKET"

30

HOLE IN FRAMING AT X-BRACE (3" CLEAR AROUND X-BRACE)

31

RAIN CHAIN FROM GUTTER/SCUPPER

32

PULL-UP BAR (CFCI), CONFIRM WITH OWNER FOR MOUNTING HEIGHT

33

ADDITIVE ALTERNATE NO. 1 - GYM DIVIDER CURTAIN, SEE A2-10.7

34

FREEZER, OFCI

35

NOT USED

36

MAINTAIN GAP AROUND COLUMN, SEE S.S.D. AND A2-9.3

37

GOGGLE STORAGE CABINET, OFCI

38

COPIER/PRINTER, OFCI

39

CONCRETE CURB

40

BUILT-IN OPEN BOOK SHELVES

41

WALL BELOW, SEE SECTIONS

42

SHORT THROW PROJECTOR, OFCI, PROVIDE BLOCKING

43

EXPANSION JOINT

44

TWO-WAY COMMUNICATION SYSTEM, S.E.D.

45

SCORER'S TABLE, N.I.C.

46

SCOREBOARD, VERIFY EXACT LOCATION W/ OWNER, SEE A2-10.9

47

CHEMICAL STORAGE CABINET, OFCI

48

WARP THE CONCRETE IN THIS AREA TO PROVIDE SLOPE

49

GC TO COORDINATE DUCT OPENING SIZE, S.M.D.

50

HIGH DENSITY SHELVING SYSTEM, SEE A2-10.9

FLOOR PLAN GENERAL NOTES

1.

FOR SITE CONDITIONS SEE SITE PLAN SHEET A2-1.1

2.

FINISHED FLOOR ELEVATIONS SHOWN INDICATE FLOOR SLABS FOR THIS BUILDING. FOR ELEVATIONS RELATIVE TO THE REST OF THE SITE, REFER TO CIVIL ENGINEERING DRAWINGS

3.

REFER TO CIVIL ENGINEERING DRAWINGS AND SITE PLAN FOR SITE FEATURES NOT OTHERWISE INDICATED

4.

REFER TO ARCHITECTURAL GRAPHICS DRAWINGS FOR SIGNAGE NOT SHOWN

5.

REFER TO REFLECTED CEILING PLAN FOR CLERESTORY WINDOWS

6.

ALL INTERIOR WALL FRAMING AND GYP BD. EXTEND TO UNDERSIDE OF ROOF / FLOOR SHEATHING ABOVE, U.O.N.

7.

SEE CR 4103 FOR TYP LAYOUT.

WALL TYPE LEGEND

BUILDING 100 & 300

WOOD FRAMING: 2X STUDS, TYPE 'W' U.O.N. (ALL STUDS FULL HEIGHT, U.O.N.)

A

WOOD FRAMING W/ (1) LAYER GYP EA SIDE

B

WOOD FRAMING W/ (2) LAYERS GYP EA SIDE

C

WOOD FRAMING W/ (1) LAYER GYP AND (1) LAYER SOUND CONTROL GYP EACH SIDE

D

WOOD FRAMING W/ (2) LAYERS SOUND CONTROL GYP EACH SIDE

E

WOOD FRAMING W/ (1) LAYER GYP ONE SIDE

F

WOOD STUD SIZE, 2X6 U.O.N.

G

S.S.D.

WALL TYPE LEGEND

BUILDING 400

METAL FRAMING: 6" EXT. STUDS, 6" INT STUDS (S.S.D.), TYPE 'F' U.O.N. (ALL STUDS FULL HEIGHT, U.O.N.)

H

INT METAL FRAMING W/ (1) LAYER GYP EA SIDE

I

INT METAL FRAMING W/ (2) LAYERS GYP EACH SIDE

J

1-HR RATED INT METAL FRAMING W/ (1) LAYER GYP EACH SIDE

K

INT METAL FRAMING W/ (1) LAYER GYP ONE SIDE

L

1-HR RATED SHAFT WALL, SEE SHEET A2-C6.9 AND A2-9.4

M

METAL STUD SIZE

KEY PLAN

QUATTROCCHI KWOK ARCHITECTS

Main: 836 Fifth Street, Santa Rosa, CA 95404

East Bay: 55 Harrison Street, Suite 525, Oakland, CA 94607 (707) 576-0829

REGISTERED ARCHITECT

MARK QUATTROCCHI

License # 93489

Exp. July 31, 2025

STATE OF CALIFORNIA

SIGNED: SEPTEMBER 06, 2024

WOOD MIDDLE SCHOOL

SITE WORK & NEW CONSTRUCTION

INCREMENT 2

420 Grand Street
Alameda, CA 94501

ALAMEDA UNIFIED SCHOOL DISTRICT

DSA APP NO. 01-121224

ARCH PROJECT NO. 2124.00

DRAWN BY: FG

DRAWING SCALE: 1/8" = 1'-0"

PTN: 61119-157 FILE NO: 1-1

CD

SEPTEMBER 06, 2024

SHEET TITLE

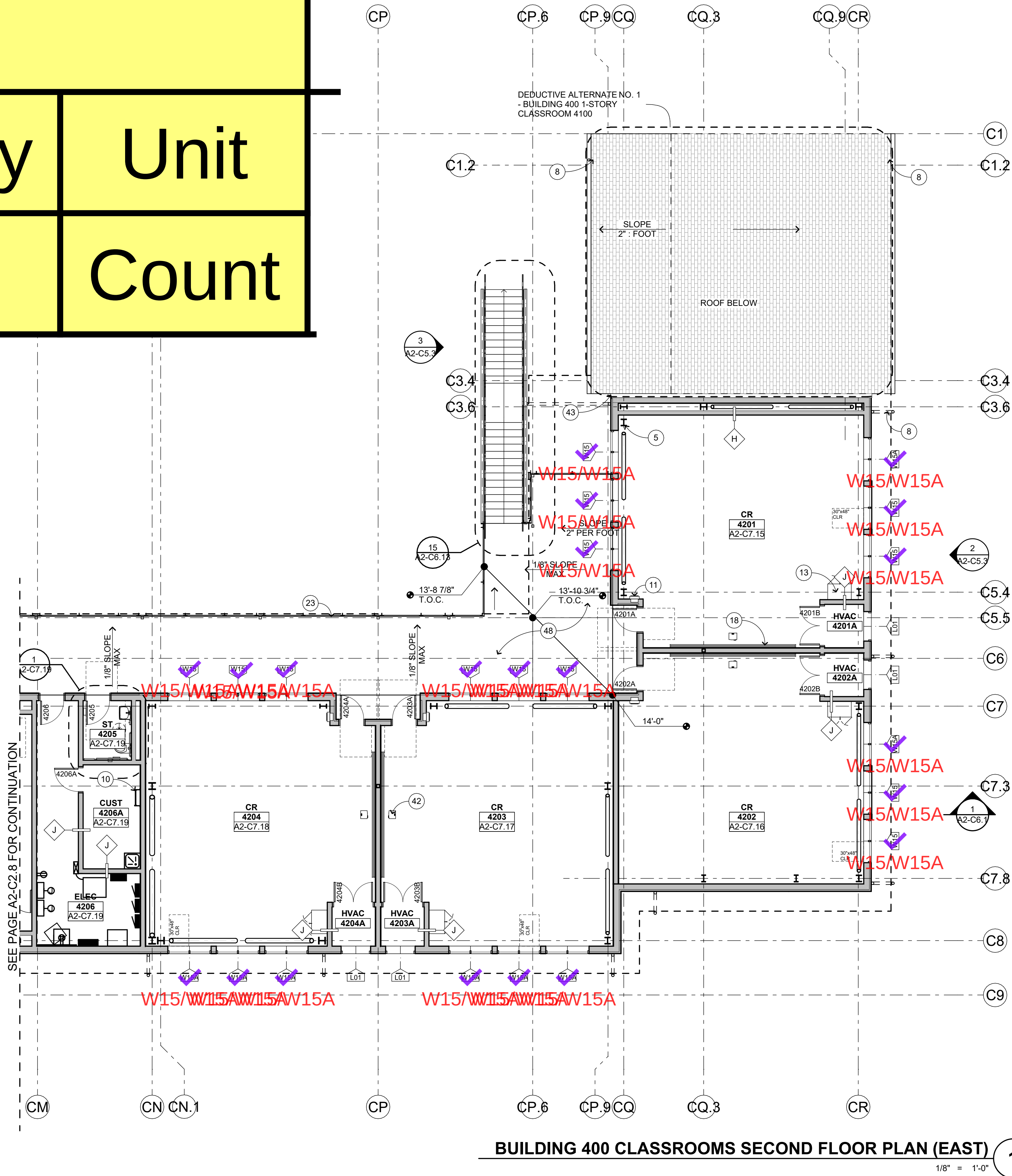
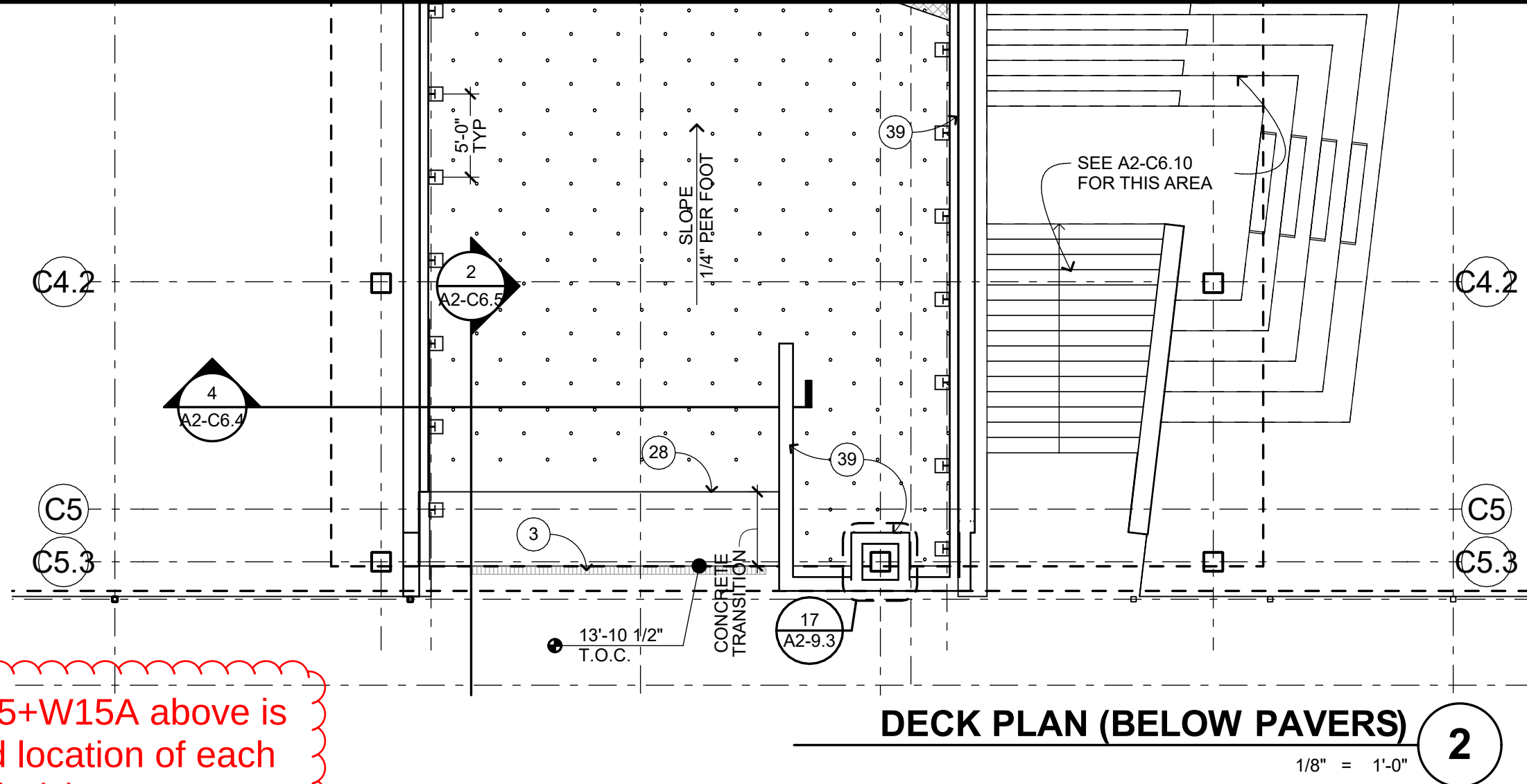
BUILDING 400 CLASSROOMS SECOND FLOOR PLAN (WEST)

SHEET NUMBER

A2-C2.8

Legend			
	Description	Quantity	Unit
✓	Window W15/W15A	21	Count

Note: Total quantity of W15+W15A above is correct but breakdown and location of each on map is not. There is only (1) W15A per room. I assume that the two should be interchangeable in terms of shades. Please confirm.



FLOOR PLAN KEYNOTES

NOT ALL KEYNOTES MAY APPLY TO THIS SHEET

- FIRE SPRINKLER RISER, S.P.D.
- MECHANICAL ITEM, S.M.D.
- PLUMBING ITEM / FIXTURE, S.P.D.
- ELECTRICAL ITEM, S.E.D.
- STRUCTURAL ITEM, S.S.D.
- LINE OF STEEL CANOPY ABOVE (S.S.D.), SEE A2-A4, A2-B4, A2-B2, A2-B2, A2-B2
- GYM FLOOR STRIPING, SEE A2-B2, A2-B2, A2-B2
- RWL, TYP.
- 8' WIDE X 5' TALL WHITEBOARD
- ACCESS LADDER
- SEMI RECESSED FIRE EXTINGUISHER CABINET
- CASEWORK, SEE INTERIOR ELEVATIONS
- TALL TEACHING CABINET
- REFRIGERATOR, OFCI
- DISHWASHER, OFCI
- BLEACHERS, SEE BLEACHER DSA PC DRAWINGS

- TROPHY CASE
- 16' WIDE X 5' TALL WHITEBOARD
- WASHER/DRYER, OFCI
- EYEWASH STATION, S.P.D.
- DEMONSTRATION TABLE
- LINE OF RAIN CANOPY ABOVE, SEE A2-9.9, A2-9.9, A2-9.9
- GUARDRAIL
- MIRROR, SEE INTERIOR ELEVATION
- RDIOD
- LINE OF STEEL CANOPY ABOVE (S.S.D.), SEE A2-C4, A2-C4
- AREA DRAIN, S.P.D.
- CONCRETE/PAVER TRANSITION
- RIGID INSULATION "CRICKET"
- HOLE IN FRAMING AT X-BRACE (3" CLEAR AROUND X-BRACE)
- RAIN CHAIN FROM GUTTER/SCUPPER
- PULL-UP BAR (CFCI), CONFIRM WITH OWNER FOR MOUNTING HEIGHT
- ADDITIVE ALTERNATE NO. 1 - GYM DIVIDER CURTAIN, SEE A2-10.2

- FREEZER, OFCI
- NOT USED
- MAINTAIN GAP AROUND COLUMN, SEE S.S.D. AND A2-9.3
- GOGGLE STORAGE CABINET, OFCI
- COPIER/PRINTER, OFCI
- CONCRETE CURB
- BUILT-IN OPEN BOOK SHELVES
- WALL BELOW, SEE SECTIONS
- SHORT THROW PROJECTOR, OFCI, PROVIDE BLOCKING
- EXPANSION JOINT
- TWO-WAY COMMUNICATION SYSTEM, S.E.D.
- SCORER'S TABLE, N.I.C.
- SCOREBOARD, VERIFY EXACT LOCATION W/ OWNER, SEE A2-10.9
- CHEMICAL STORAGE CABINET, OFCI
- WARP THE CONCRETE IN THIS AREA TO PROVIDE SLOPE
- GC TO COORDINATE DUCT OPENING SIZE, S.M.D.
- HIGH DENSITY SHELVING SYSTEM, SEE A2-10.9

FLOOR PLAN GENERAL NOTES

- FOR SITE CONDITIONS SEE SITE PLAN SHEET A2-1.1
- FINISHED FLOOR ELEVATIONS SHOWN INDICATE FLOOR SLABS FOR THIS BUILDING. FOR ELEVATIONS RELATIVE TO THE REST OF THE SITE, REFER TO CIVIL ENGINEERING DRAWINGS
- REFER TO CIVIL ENGINEERING DRAWINGS AND SITE PLAN FOR SITE FEATURES NOT OTHERWISE INDICATED
- REFER TO ARCHITECTURAL GRAPHICS DRAWINGS FOR SIGNAGE NOT SHOWN
- REFER TO REFLECTED CEILING PLAN FOR CLERESTORY WINDOWS
- ALL INTERIOR WALL FRAMING AND GYP BD. EXTEND TO UNDERSIDE OF ROOF / FLOOR SHEATHING ABOVE, U.O.N.
- SEE CR 4103 FOR TYP LAYOUT.

WALL TYPE LEGEND

BUILDING 100 & 300
WOOD FRAMING: 2X STUDS, TYPE 'W' U.O.N. (ALL STUDS FULL HEIGHT, U.O.N.)

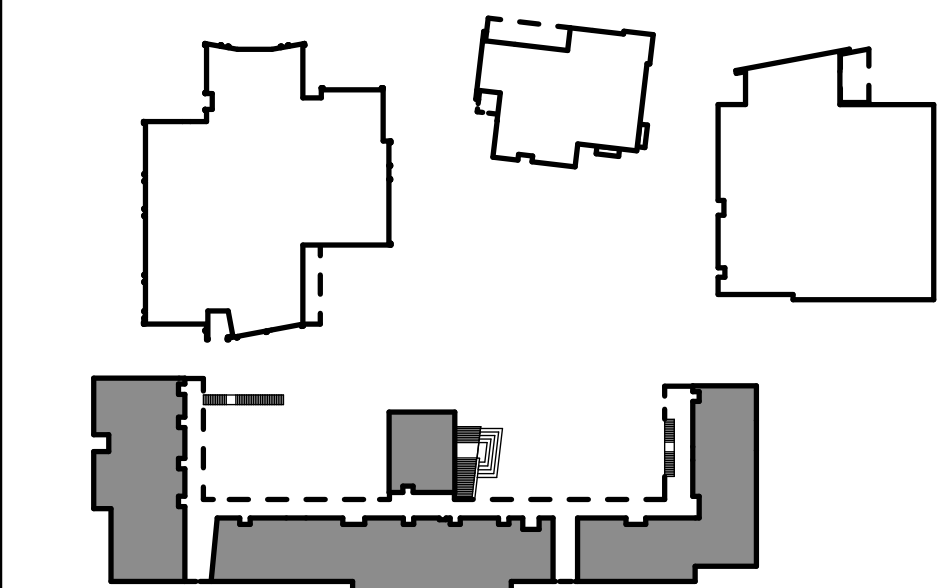
- WOOD FRAMING - NON RATED
- WOOD FRAMING W/ (1) LAYER GYP EA SIDE
- WOOD FRAMING W/ (2) LAYERS GYP EA SIDE
- WOOD FRAMING W/ (1) LAYER GYP AND (1) LAYER SOUND CONTROL GYP EACH SIDE
- WOOD FRAMING W/ (2) LAYERS SOUND CONTROL GYP EACH SIDE
- WOOD FRAMING W/ (1) LAYER GYP ONE SIDE
- WOOD STUD SIZE, 2X6 U.O.N.
- S.S.D.

WALL TYPE LEGEND

BUILDING 400
METAL FRAMING: 8" EXT. STUDS, 6" INT STUDS (S.S.D.), TYPE 'F' U.O.N. (ALL STUDS FULL HEIGHT, U.O.N.)

- METAL FRAMING - NON RATED
- METAL FRAMING - 1 HOUR RATED FIRE BARRIER
- INT METAL FRAMING W/ (1) LAYER GYP EA SIDE
- INT METAL FRAMING W/ (2) LAYERS GYP EACH SIDE
- 1-HR RATED INT METAL FRAMING W/ (1) LAYER GYP EACH SIDE
- INT METAL FRAMING W/ (1) LAYER GYP ONE SIDE
- 1-HR RATED SHAFT WALL, SEE SHEET A2-C6.9 AND A2-9.4
- METAL STUD SIZE

KEY PLAN



Main:
636 Fifth Street, Santa Rosa, CA 95404
East Bay:
55 Harrison Street, Suite 525,
Oakland, CA 94607
(707) 576-0829



WOOD MIDDLE
SCHOOL

SITE WORK &
NEW
CONSTRUCTION
INCREMENT 2

420 Grand Street
Alameda, CA 94501

ALAMEDA UNIFIED
SCHOOL DISTRICT

DSA APP NO. 01-121224

ARCH PROJECT NO. 2124.00

DRAWN BY: FIG

DRAWING SCALE: 1/8" = 1'-0"

PTN: 61119-157 FILE NO: 1-1

CD

SEPTEMBER 06, 2024

SHEET TITLE

BUILDING 400
CLASSROOMS
SECOND FLOOR
PLAN (EAST)

SHEET NUMBER

A2-C2.9



ANTHWAT-01

MGUADIANA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/15/2026

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

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

PRODUCER License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: PHONE (A/C, No, Ext): (559) 432-0222 FAX (A/C, No): E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Gemini Insurance Company INSURER B: Hartford Accident and Indemnity Company INSURER C: Hartford Casualty Insurance Company INSURER D: INSURER E: INSURER F:
INSURED Anthony Waters, Inc., DBA Elite Window Coverings 1261 Hoblitt Ave., Ste 206 Clovis, CA 93612	NAIC # 10833 22357 29424

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

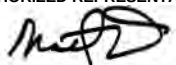
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI, PD &/or P&A Inj ☒ Liab Comb \$2,500 Ded GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		VCGP035240	1/17/2026	1/17/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		51UECBD5443	3/27/2026	3/27/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	X		VCFX004670	1/17/2026	1/17/2027	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	51WECAW3FRS	3/6/2026	3/6/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

Project Description: Roller Shades at Wood MS
Site Name: Wood Middle School, 420 Grand St., Alameda, CA 94501
Address: Alameda Unified School District, 2060 Challenger Drive, Alameda, CA 94501
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Alameda Unified School District 2060 Challenger Drive Alameda, CA 94501	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY DiBuduo & DeFendis Insurance Brokers, LLC	License # 0E02096	NAMED INSURED Anthony Waters, Inc., DBA Elite Window Coverings 1261 Hoblitt Ave., Ste 206 Clovis, CA 93612
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Additional Insured: Except for Worker's Compensation Insurance, Alameda Unified School District, its trustees, employees, and agents, the State of California are named as Additional Insured under all policies per terms of the attached endorsement(s) and as required by a written contract. 30 Day notice of cancellation, except 10 day notice for non-payment of premium applies per policy provisions.

Policy Number: VCGP035240

CG 20 10 04 13

Insured Name: Anthony Waters, Inc. DBA: Elite

Window Coverings

Number: 41

Effective Date: 01/17/2026

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – SCHEDULED PERSON OR
ORGANIZATION**

This endorsement modifies insurance provided under the following:

Commercial General Liability Coverage Part

SCHEDULE	
Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization when you have agreed in a written and executed contract prior to an "occurrence", that such person or organization be added as an additional insured on your policy.	All locations for which you have agreed in a written and executed contract prior to an "occurrence."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

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

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

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

Paragraph .1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add the following:

d. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

- (1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
- (2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is a partnership or joint venture,
 - (b) That is an "insured" under any other policy,
 - (c) That has exhausted its Limit of Insurance under any other policy, or
 - (d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

e. Employees as Insureds

- (1). Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

f. Lessors as Insureds

- (1). The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (a) The agreement requires you to provide direct primary insurance for the lessor and
 - (b) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

g. Additional Insured if Required by Contract

- (1) When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

- (a) During the policy period, and
- (b) Subsequent to the execution of such written contract, and

- (c) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

- (a) The limits of insurance specified in the written contract or written agreement; or
- (b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

2. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in A.1.g. - Additional Insured If Required by Contract, the following provisions apply:

(1) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(2) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in SECTION IV- Business Auto Conditions, B. General Conditions, Other Insurance 5.d.

3. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The SECTION IV- Business Auto Conditions, B. General Conditions, 5. OTHER INSURANCE Condition is amended by adding the following:

- e. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

4. AMENDED FELLOW EMPLOYEE EXCLUSION

EXCLUSION 5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply if you have workers' compensation insurance in-force covering all of your "employees".

Coverage is excess over any other collectible insurance.

5. HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability Coverage and if Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow, subject to the following limit.

The most we will pay for "loss" to any hired "auto" is:

- (1) \$100,000;
- (2) The actual cash value of the damaged or stolen property at the time of the "loss"; or
- (3) The cost of repairing or replacing the damaged or stolen property,

whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage. No deductible applies to "loss" caused by fire or lightning. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

We will also cover loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss, subject to a maximum of \$1000 per "accident".

This extension of coverage does not apply to any "auto" you hire or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

6. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day and a maximum limit of \$1,000.

7. LOAN/LEASE GAP COVERAGE

Under SECTION III - PHYSICAL DAMAGE COVERAGE, in the event of a total "loss" to a covered "auto", we will pay your additional legal

obligation for any difference between the actual cash value of the "auto" at the time of the "loss" and the "outstanding balance" of the loan/lease.

"Outstanding balance" means the amount you owe on the loan/lease at the time of "loss" less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; lease termination fees; security deposits not returned by the lessor; costs for extended warranties, credit life Insurance, health, accident or disability insurance purchased with the loan or lease; and carry-over balances from previous loans or leases.

8. AIRBAG COVERAGE

Under Paragraph B. EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

9. ELECTRONIC EQUIPMENT - BROADENED COVERAGE

a. The exceptions to Paragraphs B.4 - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE are replaced by the following:

Exclusions 4.c. and 4.d. do not apply to equipment designed to be operated solely by use of the power from the "auto's" electrical system that, at the time of "loss", is:

- (1) Permanently installed in or upon the covered "auto";
- (2) Removable from a housing unit which is permanently installed in or upon the covered "auto";
- (3) An integral part of the same unit housing any electronic equipment described in Paragraphs (1) and (2) above; or
- (4) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system.

b. Section III, Physical Damage Coverage, Limit of Insurance, Paragraph C.2. is amended to add the following:

\$1,500 is the most we will pay for "loss" in any one "accident" to all electronic equipment (other than equipment designed solely for the reproduction of sound, and accessories used with such equipment) that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:

(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or

(3) An integral part of such equipment.

c. For each covered "auto", should loss be limited to electronic equipment only, our obligation to pay for, repair, return or replace damaged or stolen electronic equipment will be reduced by the applicable deductible shown in the Declarations, or \$250, whichever deductible is less.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under Paragraph A. - COVERAGE - of SECTION III - PHYSICAL DAMAGE COVERAGE, we will pay for the expense of returning a stolen covered "auto" to you.

11. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

12. TWO OR MORE DEDUCTIBLES

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE, the following is added:

If another Hartford Financial Services Group, Inc. company policy or coverage form that is not an automobile policy or coverage form applies to the same "accident", the following applies:

(1) If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived;

(2) If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

13. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITIONS 2.a. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS - of SECTION IV - BUSINESS AUTO CONDITIONS that you must notify us of an "accident" applies only when the "accident" is known to:

(1) You, if you are an individual;

(2) A partner, if you are a partnership;

(3) A member, if you are a limited liability company; or

(4) An executive officer or insurance manager, if you are a corporation.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure.

15. HIRED AUTO - COVERAGE TERRITORY

SECTION IV, BUSINESS AUTO CONDITIONS, PARAGRAPH B. GENERAL CONDITIONS, 7. - POLICY PERIOD, COVERAGE TERRITORY - is added to include the following:

(6) For short-term hired "autos", the coverage territory with respect to Liability Coverage is anywhere in the world provided that if the "insured's" responsibility to pay damages for "bodily injury" or "property damage" is determined in a "suit," the "suit" is brought in the United States of America, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.

16. WAIVER OF SUBROGATION

Paragraph 5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - of SECTION IV - BUSINESS AUTO CONDITIONS A. Loss Conditions is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

17. RESULTANT MENTAL ANGUISH COVERAGE

The definition of "bodily injury" in SECTION V-DEFINITIONS, C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

18. EXTENDED CANCELLATION CONDITION

Paragraph 2. of the COMMON POLICY CONDITIONS - CANCELLATION - applies except as follows:

If we cancel for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured written notice of cancellation at least 60 days before the effective date of cancellation.

19. HYBRID, ELECTRIC, OR NATURAL GAS VEHICLE PAYMENT COVERAGE

In the event of a total loss to a "non-hybrid" auto for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended as follows:

- a. If the auto is replaced with a "hybrid" auto or an auto powered solely by electricity or natural gas, we will pay an additional 10%, to a maximum of \$2,500, of the "non-hybrid" auto's actual cash value or replacement cost, whichever is less,
- b. The auto must be replaced and a copy of a bill of sale or new lease agreement received by us within 60 calendar days of the date of "loss,"
- c. Regardless of the number of autos deemed a total loss, the most we will pay under this Hybrid, Electric, or Natural Gas Vehicle Payment Coverage provision for any one "loss" is \$10,000.

For the purposes of the coverage provision,

- a. A "non-hybrid" auto is defined as an auto that uses only an internal combustion engine to move the auto but does not include autos powered solely by electricity or natural gas.

- b. A "hybrid" auto is defined as an auto with an internal combustion engine and one or more electric motors; and that uses the internal combustion engine and one or more electric motors to move the auto, or the internal combustion engine to charge one or more electric motors, which move the auto.

20. VEHICLE WRAP COVERAGE

In the event of a total loss to an "auto" for which Comprehensive, Specified Causes of Loss, or Collision coverages are provided under this Coverage Form, then such Physical Damage Coverages are amended to add the following:

In addition to the actual cash value of the "auto", we will pay up to \$1,000 for vinyl vehicle wraps which are displayed on the covered "auto" at the time of total loss. Regardless of the number of autos deemed a total loss, the most we will pay under this Vehicle Wrap Coverage provision for any one "loss" is \$5,000. For purposes of this coverage provision, signs or other graphics painted or magnetically affixed to the vehicle are not considered vehicle wraps.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval and Ratification of Facilities Bond Measure I and Measure B Contracts (Standing Item)

Item Type: Consent

Background: In November 2014, Alameda voters approved Facilities Bond Measure I, and in June 2022, they approved Facilities Bond Measure B.

According to the bond schedules, various contracts will be presented to the Board for approval. These contracts may include construction bid contracts, addenda to architectural services agreements, specialist and consultant agreements, and more. To streamline this process, staff has established a standing board item to separately track and manage contracts related to Measure I and Measure B, distinct from other district contracts.

1. (Fund 21, Measure B) Amendment No. 5 to Professional Services Agreement between AUSD and Terracon Consultants, Inc., for an increase of \$39,500 and an amended total of \$436,557.50. (Otis)
2. (Fund 21, Measure I) Project Addendum No. 211616.3 to Master Agreement for Architectural Services for Measure I Projects between AUSD and Quattrochi Kwok Architects for a decrease of \$20,868.61 and an amended total of \$470,644.39. (Longfellow)
3. (Fund 21, Measure B) Project Addendum No. 2112.2 to Master Agreement for Architectural Services for Measure B Projects between AUSD and Quattrochi Kwok Architects for an increase of \$ 76,800 and an amended total of \$3,340,673.00. (Lincoln)
4. (Fund 21, Measure B) Amendment No.1 Professional Services Agreement between AUSD and One Workplace for an increase of \$4,432.96 and an amended total of \$78,565.33. (Otis & WMS)
5. (Fund 21, Measure B) Amendment No.1 Professional Services Agreement between AUSD and Brelje & Race Consulting Engineers for an increase of \$87,900 and an amended total of \$118,800.00. (AHS Field)
6. (Fund 21, Measure B) Professional Services Agreement between AUSD and W-Trans for time and materials not to exceed \$ 38,950.00. (AHS Field)
7. (Fund 21, Measure B) Amendment No. 1 to Printing Services Agreement between AUSD and East Bay Blue Print for an increase of \$5,000 and amended total not to exceed \$15,000.00.

NOTE: At the time of agenda posting, the contracts associated with this agenda item were still being finalized. The supporting contract documents will be posted no later than 5:00 p.m. on Friday, August 7, 2026.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 21 Building – Bond Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Terracon Consultants	8/6/2026	Backup Material
☐ QKA211616.3	8/6/2026	Backup Material
☐ QKA2112.2	8/6/2026	Backup Material
☐ One Workplace	8/6/2026	Backup Material
☐ Brelje & Race Consulting Engineers	8/6/2026	Backup Material
☐ W-Trans	8/6/2026	Backup Material
☐ East Bay Blue Print	8/6/2026	Backup Material



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and Whitlock & Weinberger Transportation, Inc dBA W-Trans (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

CONTRACTOR to provide professional consulting services as needed for the Alameda High School Athletic Field Measure B project, including but not limited to:

Preparation of California Environmental Quality Act (CEQA) Transportation Study, consisting of:

- Project Review
- CEQA Transportation Analysis
- Traffic Management Plan
- Administrative Draft Environmental Impact Report (EIR), Draft EIR and Final EIR
- Meetings and Project Administration

2. Term.

The term of this agreement shall be from 7/1/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

4. Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Time and Materials NTE \$38,950.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: n/a

which shall not exceed a total cost of \$ 0.00.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide professional consulting services to support
t the project.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 9.

5.1 Tuberculosis Screening. Select one of the following:

☐ TB Clearance shall be provided to AUSD prior to starting work; or

☐ Records are already on file; or

☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

MS (CONTRACTOR initials)

DK (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☐ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or

☒ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:

- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☒ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

 (CONTRACTOR initials)

 (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

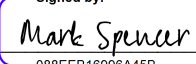
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

088EEB16996A45B...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

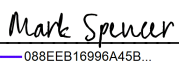
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

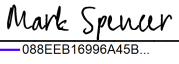
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature): 
088EEB16996A45B...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature): 
088EEB16996A45B...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage 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 provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Krueger, Danielle
Title: Classified Coordinator
Address: 2060 Challenger Dr
Alameda CA 94501
Email: dkrueger@alamedaunified.org

CONTRACTOR

Name: Mark Spencer
Title: Senior Principal, President
Address: 414 13th Street, 5th Floor
Oakland, CA 94612
Email: m Spencer@w-trans.com

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD'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. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD 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 AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

20. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD'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 AUSD 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.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

26. 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.

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

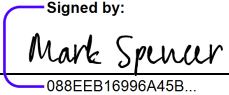
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Mark Spencer Senior Principal, President

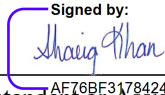
Authorized Signature:  Date: 7/7/2026
Signed by: 088EEB16996A45B...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 21-9505-0-0000-8500-5800-022-68-3033

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

 7/7/2026
Signed by: AF76BF3178424B1
Signature of Superintendent or Assistant Superintendent Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Approval and Ratification of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
Item Type:	Consent
Background:	Each year, Alameda Unified School District's Special Education Department executes a Nonpublic, Nonsectarian School/Agency Services Master Contract "Master Contract" with Non-Public Schools and Non-Public Agencies to support Special Education students. Through the year, Individual Service Agreements (ISAs) are entered into under the terms and conditions of the Master Contracts which allocate funds for services required to provide support to individual student needs in accordance with the Individuals with Disabilities in Education Act (IDEA).

Below are details of ISAs executed and attached to this agenda item.

1. (Fund 01) Individual Services Agreement between AUSD and Esther B. Clark for a total of \$118,722.00.
2. (Fund 01) Individual Services Agreement between AUSD and Esther B. Clark for a total of \$117,227.18.
3. (Fund 01) Individual Services Agreement between AUSD and Greenacre Homes & School for a total of \$47,385.30.
4. (Fund 01) Individual Services Agreement between AUSD and Helix School for a total of \$92,348.00.
5. (Fund 01) Individual Services Agreement between AUSD and Oak Hill High School for a total of \$134,628.60.
6. (Fund 01) Individual Services Agreement between AUSD and Oak Hill High School for a total of \$94,593.00.
7. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$5,040.00.
8. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$92,820.00.
9. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$5,859.00 canceled effective July 16, 2026.
10. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$70,980.00.
11. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$3,402.00.
12. (Fund 01) Individual Services Agreement between AUSD and Seneca Center: Catalyst Academy for a total of \$24,206.00.
13. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Seneca Center: Catalyst Academy for an increase of \$110,838.00 for a new total of \$135,044.00.
14. (Fund 01) Individual Services Agreement between AUSD and Seneca Center: Catalyst Academy for a total of \$75,509.00.
15. (Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies: Maya Angelou Academy for a total of \$53,093.00.
16. (Fund 01) Individual Services Agreement between AUSD and Star View

for a total of \$100,844.75.

17. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$101,952.00.

18. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$92,556.00.

~~19. *(Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$98,356.00.*~~

20. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$88,444.00.

23. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$88,496.00.

~~24. *(Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$96,964.00.*~~

25. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$98,124.00.

ISAs uploaded to this item have been redacted to maintain student confidentiality.

Note: Back-up documents for items identified with * * will be uploaded by 5:00 pm on Friday, August 7th or struck off if not signed and return prior to the deadline.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): See attached contract(s) for detailed expenditures.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
☐ ISA_EBC1	7/28/2026	Backup Material
☐ ISA_EBC2	7/28/2026	Backup Material
☐ ISA_Greenacre	7/28/2026	Backup Material
☐ ISA_Helix	8/7/2026	Backup Material
☐ ISA_Oak Hill1	8/5/2026	Backup Material
☐ ISA_Oak Hill2	8/5/2026	Backup Material
☐ ISA_Pine Health1	7/28/2026	Backup Material
☐ ISA_Pine Health2	7/28/2026	Backup Material
☐ ISA_Pine Health (canceled)	7/28/2026	Backup Material
☐ ISA_Pine Health3	7/28/2026	Backup Material

☐ ISA_Pine Health4	7/28/2026	Backup Material
☐ ISA_Seneca Catalyst1	7/28/2026	Backup Material
☐ ISA_Seneca Catalyst1_Amendment 1	7/28/2026	Backup Material
☐ ISA_Seneca Catalyst2	7/28/2026	Backup Material
☐ ISA_Seneca Maya Angelou	7/28/2026	Backup Material
☐ ISA_Star View	7/28/2026	Backup Material
☐ ISA_The Phillips Academy1	8/5/2026	Backup Material
☐ ISA_The Phillips Academy2	8/6/2026	Backup Material
☐ ISA_The Phillips Academy4	8/6/2026	Backup Material
☐ ISA_The Phillips Academy5	8/6/2026	Backup Material
☐ ISA_The Phillips Academy7	8/6/2026	Backup Material

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on August 6, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Esther B Clark
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedauunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	285	during the regular school year (RSY)
	230	during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180	during the regular school year (RSY)
	20	during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate **\$372.00**

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$372.00	Projected Basic Ed. Costs RSY	\$66,960.00
Estimated Number of Days - Extended SY	20	days x	daily rate	\$372.00	Projected Basic Ed. Costs ESY	\$7,440.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$74,400.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and speech	NPS	RSY	\$214.00	120	mins/monthly	0	mins/weekly	0	mins/mo/year	\$4,280.00
		ESY		120	mins/monthly	0	mins/weekly	0	mins/mo/year	\$428.00
		Total Cost								\$4,708.00
510 Individual counseling	NPS	RSY	\$255.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$9,180.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,020.00
		Total Cost								\$10,200.00
515 Counseling and guidance	NPS	RSY	\$154.00	100	mins/weekly	0	mins/weekly	0	mins/mo/year	\$9,237.60
		ESY		100	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,026.40
		Total Cost								\$10,264.00
520 Parent counseling	NPS	RSY	\$255.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$9,180.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,020.00
		Total Cost								\$10,200.00
450 Occupational therapy	NPS	RSY	\$214.00	30	mins/weekly	0	mins/weekly	300	mins/year	\$4,922.00
		ESY		30	mins/weekly	0	mins/weekly		mins/mo/year	\$428.00
		Total Cost								\$5,350.00
Meals	NPS	RSY	\$18.00	180	mins/weekly	0	mins/weekly	0	mins/mo/year	\$3,240.00
		ESY		20	mins/weekly	0	mins/weekly	0	mins/mo/year	\$360.00
		Total Cost								\$3,600.00
Total Estimated Maximum Basic Education Costs :										\$74,400.00
Total Related Services Costs:										\$424,322.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$118,722.00

4. Other Provisions/Attachments: Per Master Contract approval for 2026-27, daily tuition will be billed for a maximum of 8 student absences per semester. All required Tri-IEP assessments (OT, SLP, academic) completed by EBC School will be billed at the approved hourly rate as set forth in the 2026-27 Master Contract.

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify): 3x/year Oct., Feb., May

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
Esther B. Clark School
Name of Nonpublic School/Agency
DocuSigned by:
Scott Hanson
6/29/2026
Signature
Scott Hanson, Director of Operations
Name and Title

LEA
Alameda Unified School District
Name of LEA
06/29/2026
Signature
Kirsten Zazo, Assistant Superintendent of Education Services

Signature
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

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Local Education Agency	Alameda Unified School District	Nonpublic School	Esther B Clark
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedauunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

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	20	during the extended school year (ESY)

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Total Estimated Basic Education Costs (regular school year and extended school year)						\$74,400.00

B. Related Services

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450 Occupational therapy	NPS	RSY	\$214.00	60	mins/weekly		mins/weekly	0	mins/mo/year	\$7,704.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$856.00
		Total Cost								\$8,560.00
510 Individual counseling	NPS	RSY	\$255.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$9,180.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,020.00
		Total Cost								\$10,200.00
515 Counseling and guidance	NPS	RSY	\$154.00	100	mins/weekly	0	mins/weekly	0	mins/mo/year	\$9,240.00
		ESY		100	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,027.18
		Total Cost								\$10,267.18
520 Parent counseling	NPS	RSY	\$255.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$9,180.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,020.00
		Total Cost								\$10,200.00
Meals	NPS	RSY	\$18.00	180	mins/weekly	0	mins/weekly	0	mins/mo/year	\$3,240.00
		ESY		20	mins/weekly	0	mins/weekly	0	mins/mo/year	\$360.00
		Total Cost								\$3,600.00
Total Estimated Maximum Basic Education Costs :										\$74,400.00
Total Related Services Costs:										\$42,827.18
Total Estimated Maximum Basic Education and Related Services Costs :										\$117,227.18

4. Other Provisions/Attachments: Per Master Contract approval for 2026-27, daily tuition will be billed for a maximum of 8 student absences per semester.

All required Tri-IEP assessments (OT, SLP, academic) completed by EBC School will be billed at the approved hourly rate as set forth in the 2026-27 Master Contract.

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify): 3x/year Oct., Feb., May

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
Esther B. Clark School
Name of Nonpublic School/Agency
DocuSigned by:
Scott Hanson
6/29/2026
Signature
Scott Hanson, Director of Operations
Name and Title

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo
06/29/2026
Signature
Kirsten Zazo, Assistant Superintendent of Education Services
Date

Signature
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates at **11:59 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Greenacre Homes & School - Gravenstein
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	360 during the regular school year (RSY)
	360 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY) ☐
	20 during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate **\$317.13**

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	84 days x daily rate	\$317.13	Projected Basic Ed. Costs RSY	\$26,638.92
Estimated Number of Days - Extended SY	6 days x daily rate	\$317.13	Projected Basic Ed. Costs ESY	\$1,902.78
Total Estimated Basic Education Costs (regular school year and extended school year)				\$28,541.70

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
545 Residential treatment services	NPS	RSY	\$17,616.00	1	Month	0	mins/weekly	0	mins/mo/year	\$17,616.00
		ESY		1	Month	0	mins/weekly	0	mins/mo/year	
Total Cost										\$17,616.00
450 Occupational therapy	NPS	RSY	\$122.76	0	mins/monthly	0	mins/weekly	480	mins/year	\$982.08
		ESY		120	mins/monthly	0	mins/weekly	0	mins/mo/year	\$245.52
Total Cost										\$1,227.60
415 Language and speech	NPS	RSY	included	0	mins/weekly	0	mins/weekly	480	mins/mo/year	
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
510 Individual counseling	NPS	RSY	included	60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
515 Counseling and guidance	NPS	RSY	included	60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
Transportation	NPS	RSY	\$60.00	84	mins/weekly	0	mins/weekly	0	mins/mo/year	\$5,040.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
Total Estimated Maximum Basic Education Costs :										\$28,541.70
Total Related Services Costs:										\$18,843.60
Total Estimated Maximum Basic Education and Related Services Costs :										\$47,385.30

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
Greenacre Homes & School - Gravenstein
Name of Nonpublic School/Agency
DocuSigned by:
Tim Dimick
Signature
3160EB546746421...
Date
7/8/2026
Deputy Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo
Signature
Date
07/09/2026
Kirsten Zazo, Assistant Superintendent of Education Services

Signature
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on Aug 11, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Helix School
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedausd.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	180 during the regular school year (RSY) 20 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	180 during the regular school year (RSY) 20 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.	

Daily Rate \$400.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180 days x	daily rate	\$400.00	Projected Basic Ed. Costs RSY	\$72,000.00
Estimated Number of Days - Extended SY	20 days x	daily rate	\$400.00	Projected Basic Ed. Costs ESY	\$8,000.00
Total Estimated Basic Education Costs (regular school year and extended school year)					\$80,000.00

B. Related Services

Service	Provider	RSY & ESY	Cost per Hour	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and speech	NPS	RSY	\$196.00	30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$3,724.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$392.00
Total Cost										\$4,116.00
450 Occupational therapy	NPS	RSY	\$196.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$7,448.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$784.00
Total Cost										\$8,232.00
	NPS	RSY		1	monthly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
Total Cost										\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
Total Cost										\$0.00
Total Estimated Maximum Basic Education Costs :										\$80,000.00
Total Related Services Costs:										\$12,348.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$92,348.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
Helix School
Name of Nonpublic School/Agency

LEA
Alameda Unified School District
Name of LEA

[Signature] 2/27/26
Signature Date
Jeff Woods / Finance Director.
Name and Title

[Signature] 07/30/2026
Signature Date
Shariq Khan (07/30/2026 10:46:32 PDT)
Kirsten Zazo, Assistant Superintendent of Education Services
Name and Title

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates at **11:59 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Oak Hill
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RSY)
360 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY)
24 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$307.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$307.00	Projected Basic Ed. Costs RSY	\$55,260.00
Estimated Number of Days - Extended SY	24	days x	daily rate	\$307.00	Projected Basic Ed. Costs ESY	\$7,368.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$62,628.00

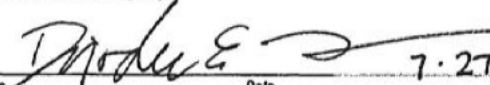
B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
Intensive Individual Services 348	NPS	RSY	\$46.35	1625	mins/weekly	0	mins/weekly	0	mins/year	\$54,507.60
		ESY		1625	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$54,507.60
Occupational Therapy 459	NPS	RSY	\$167.00	60	mins/weekly	0	mins/weekly	0	mins/year	\$8,184.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$8,184.00
Speech and Language 415	NPS	RSY	\$167.00	60	mins/weekly	0	mins/weekly	0	mins/year	\$7,014.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$7,014.00
Lunch	NPS	RSY	\$11.25	204	days	0	mins/weekly	0	mins/mo/year	\$2,295.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$2,295.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
Total Estimated Maximum Basic Education Costs :										\$62,628.00
Total Related Services Costs :										\$72,000.60
Total Estimated Maximum Basic Education and Related Services Costs :										\$134,628.60

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor
Oak Hill
Name of Nonpublic School/Agency

Signature Date 7.27.26
DEIRDRE SHEERIN EX. DIR.
Name and Title

LEA
Alameda Unified School District
Name of LEA

Shariq Khan (08/05/2026 09:10:29 PDT)
Signature Date
Shariq Khan, Assistant Superintendent
Kristen Zazo, Assistant Superintendent of Education Services

08/05/2026

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Oak Hill
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RSY)
360 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY)
24 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$342.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$342.00	Projected Basic Ed. Costs RSY	\$61,560.00
Estimated Number of Days - Extended SY	24	days x	daily rate	\$342.00	Projected Basic Ed. Costs ESY	\$8,208.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$69,768.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and Speech	NPS	RSY	\$167.00	60	mins/weekly	0	mins/weekly	60	mins/mo/	\$8,251.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$8,251.00
450 Occupational therapy	NPS	RSY	\$167.00	60	mins/weekly	0	mins/weekly	300	mins/year	\$7,432.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$7,432.00
510 Individual counseling	NPS	RSY	\$167.00	60	mins/monthly	0	mins/weekly	0	mins/year	\$6,847.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$6,847.00
Lunch	NPS	RSY	\$11.25	204	days	0	mins/weekly	0	mins/mo/year	\$2,295.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$2,295.00
	NPS	RSY		0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	50	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
Total Estimated Maximum Basic Education Costs :										\$69,768.00
Total Related Services Costs:										\$24,825.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$94,593.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Contractor
Oak Hill
Name of Nonpublic School/Agency
Signature *Deirdre Sheerin* Date *7/21/26*
Name and Title
Executive Director

LEA
Alameda Unified School District
Name of LEA
Signature *Shariq Khan* Date *08/05/2026*
Shariq Khan (08/05/2026 09:10:29 PDT)
Signature Shariq Khan, Assistant Superintendent
Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED WITHOUT
SIGNATURE OF THE BOARD PRESIDENT)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/10/26 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N 44th St., Ste. 220, Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned)

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	4	\$ 63	20	5040
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other (900)				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 5,040.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

(Signature)

7/6/26

(Date)

Adam Boxberger, Senior VP

(Name and Title)

Kirsten Zazo (07/06/2026 16:26:47 PDT)

(Signature)

07/06/2026

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 7/14/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/8/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N 44th St., Ste. 220, Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned) Matthew Swicegood

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	7	\$ 65	204	92820
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other (900)				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 92,820.00
Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

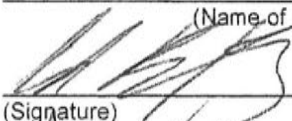
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)


(Signature)

7/13/26
(Date)


Kirsten Zazo (07/13/2026 18:11:43 PDT)

07/13/2026
(Date)

Adam Boxberger SVP of operations
(Name and Title)

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$119,100 ARE NOT
APPROVED NOR AUTHORIZED TO BEGIN WITHOUT
SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

CANCELLED
07/16/26

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/8/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/2/26 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N 44th St., Ste.220, Phoenix, AZ 85018
Jorge Wahner jwahner@alamedaunified.org Billing accountspayable@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned)

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	3	\$ 63	31	5859
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 5,859.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

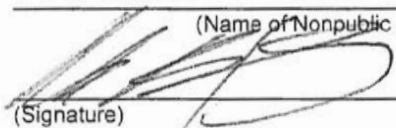
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)



6/5/26

(Date)

Adam Boxberger, Senior VP

(Name and Title)


Kirsten Zazo (06/08/2026 09:19:34 PDT)

06/08/2026

(Signature)

(Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$114,500 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 6/8/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 7/2/26 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City State Zip) 2999 N 44th St., Ste. 220, Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cart #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned)

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	3	\$ 63	18	3402
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other (900)				

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 3,402.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

Shk

07/17/2026

7/17/26

Shariq Khan (07/17/2026 12:46:50 PDT)

(Signature)

(Date)

(Signature)

Shariq Khan, Asst. Supt. Buss. Svcs. (Date)

Adam Boxberger, Senior VP

(Name and Title)

~~Kirsten Zazo, Assistant Superintendent of Educational Services~~

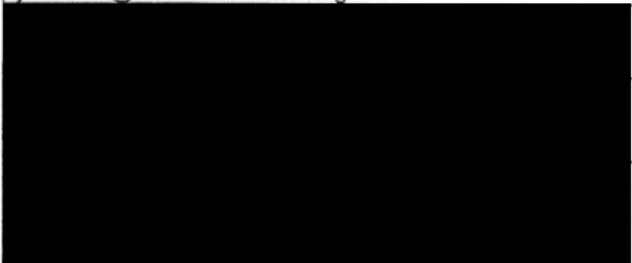
(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 7/6/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/30/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N 44th St., Ste. 220, Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5
	(Name(s) of Individual Assigned)

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	6	\$ 65	182	70980
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
Assistive Technology Services (445)				
Occupational Therapy (450)				
Physical Therapy (460)				
Individual Counseling (510)				
Counseling and guidance (515)				
Social Work Services (525)				
Psychological Services (530)				
Behavior Intervention Services (535)				
Specialized Services for Low Incidence Disabilities (610)				
Specialized Deaf and Hard of Hearing Services (710)				
Interpreter Services (715)				
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	# of Hours or Sessions	Cost per Hourly Rate or Session	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Orientation and Mobility (730)				
Braille Transcription (735)				
Specialized Orthopedic Service (740)				
Reader Services (745)				
Note Taking Services (750)				
Transcription Services (755)				
Recreation Services (760)				
College Awareness Preparation (820)				
Vocational Assessment, Counseling, Guidance and Career Assessment (830)				
Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other - ESY Para	3	65	29	5655

TOTAL ESTIMATED COSTS NOT TO EXCEED \$ 76,635.00

Additional services or service hours must be processed as an Amendment to this ISA

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

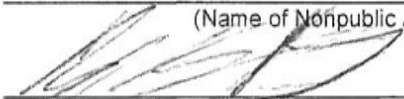
-CONTRACTOR-

-LEA-

Pine Health

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)



7/16/26

(Signature)

(Date)

Adam Boxberger, Senior VP

(Name and Title)



07/16/2026

Shariq Khan (07/16/2026 10:47:02 PDT)

(Signature) Shariq Khan, Asst. Supt. Business Svcs. (Date)

Kirsten Zazo, Assistant Superintendent of Educational Services

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District

(Date)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on **July 1, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates at **11:59 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Seneca Center- Catalyst Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 240 during the regular school year (RSY)
240 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 189 during the regular school year (RSY)
25 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$245.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	20	days x	daily rate	\$245.00	Projected Basic Ed. Costs RS	\$4,900.00
Estimated Number of Days - Extended SY	18	days x	daily rate	\$245.00	Projected Basic Ed. Costs ES	\$4,410.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$9,310.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
900 NPS ERHMS	NPS	RSY	392.00/day	20	mins/monthly	0	mins/weekly	0	mins/mo/year	\$7,840.00
		ESY		18	mins/monthly	0	mins/weekly	0	mins/mo/year	\$7,056.00
		Total Cost								\$14,896.00
415 Language and speech	LEA	RSY	included	50	mins/monthly	0	mins/weekly	240	mins/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
510 Individual counseling	NPS	RSY	included	50	mins/weekly	0	mins/weekly	300	mins/mo/year	
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
515 Counseling and guidance	NPS	RSY	included	0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	50	mins/weekly	0	mins/mo/year	
		Total Cost								
520 Parent Counseling	NPS	RSY	included	50	mins/monthly	0	mins/weekly	0	mins/mo/year	
		ESY		50	mins/monthly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
Total Estimated Maximum Basic Education Costs :										\$9,310.00
Total Related Services Costs										\$14,896.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$24,206.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
Seneca Center- Catalyst Academy
Name of Nonpublic School/Agency

Scott Osborn
July 10, 2026 13:59 PT
Signature
Scott Osborn
Name and Title
Chief Operating Officer

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo
07/13/2026
Signature
Kirsten Zazo, Assistant Superintendent of Education Services
Date

Signature
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

Amendment No. 1
Dated: August 12, 2026

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.**

This agreement is effective on **August 12, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates **at 5:00 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Seneca Center- Catalyst Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be:	240 during the regular school year (RSY)
	240 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are:	189 during the regular school year (RSY)
	25 during the extended school year (ESY)

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate **\$245.00**

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	171 days x	daily rate	\$245.00	Projected Basic Ed. Costs RSY	\$41,895.00
Estimated Number of Days - Extended SY	3 days x	daily rate	\$245.00	Projected Basic Ed. Costs ESY	\$735.00

Total Estimated Basic Education Costs (regular school year and extended school year) \$42,630.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
0900 NPS ERHMS	NPS	RSY	392.00/day	171	mins/monthly	0	mins/weekly	0	mins/mo/year	\$67,032.0
		ESY		3	mins/monthly	0	mins/weekly	0	mins/mo/year	\$1,176
		Total Cost								\$68,208.00
415 Language and speech	LEA	RSY		50	mins/monthly	0	mins/weekly	240	mins/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
510 Individual counseling	NPS	RSY	Included	50	mins/weekly	0	mins/weekly	300	mins/mo/year	
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
515 Counseling and guidance	NPS	RSY	Included	0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	50	mins/weekly	0	mins/mo/year	
		Total Cost								
Amended Estimated Maximum Basic Education and Related Service Costs :										\$110,838.00
Original ISA Costs:										\$24,206.00
Total Amended Estimated Maximum Basic Education and Related Services Costs :										\$135,044.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

LEA

Alameda Unified School District

Name of Nonpublic School/Agency

Name of LEA

Scott Osborn July 10, 2026 13:59 PT

Signature Date
Scott Osborn Chief Operating Officer

Name, Title

Kirsten Zazo 07/13/2026

Kirsten Zazo (07/13/2026 15:06:29 PDT)

Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on **July 15, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates at **11:59 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Seneca Center- Catalyst Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar. Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 240 during the regular school year (R) 240 during the extended school year (E)
2. Nonpublic School: The number of school days in the calendar of the school year are: 189 during the regular school year (R) 25 during the extended school year (E)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate **\$245.00**

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	20	days x	daily rate	\$245.00	Projected Basic Ed. Costs RS	\$4,900
Estimated Number of Days - Extended SY	13	days x	daily rate	\$245.00	Projected Basic Ed. Costs ES	\$3,185
Total Estimated Basic Education Costs (regular school year and extended school year)						\$8,085.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
900 NPS ERHMS	NPS	RSY	392.00/day	169	mins/monthly	0	mins/weekly	0	mins/mo/year	\$66,248.00
		ESY		3	mins/monthly	0	mins/weekly	0	mins/mo/year	\$1,176.00
		Total Cost								\$67,424.00
519 Individual counseling	NPS	RSY	Included	50	mins/weekly	0	mins/weekly	0	mins/year	
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
515 Counseling & Guidance	NPS	RSY	Included	0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		Total Cost								
520 Parent Counseling	NPS	RSY	Included	50	mins/monthly	0	mins/weekly	0	mins/mo/year	
		ESY		50	mins/monthly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
Total Estimated Maximum Basic Education Costs :										\$8,085.00
Total Related Services Costs :										\$67,424.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$75,509.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:

Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

LEA

Seneca Center- Catalyst Academy

Alameda Unified School District

Name of Nonpublic School/Agency

Name of LEA

Scott Osborn

July 08, 2026 9:48 PT

Date

Scott Osborn
Name and Title

Chief Operating Officer

Kirsten Zazo

Kirsten Zazo (07/13/2026 15:06:29 PDT)

Signature

07/13/2026

Date

Kirsten Zazo, Assistant Superintendent of Education Services

Signature

Date

President, Board of Education, Alameda Unified School District

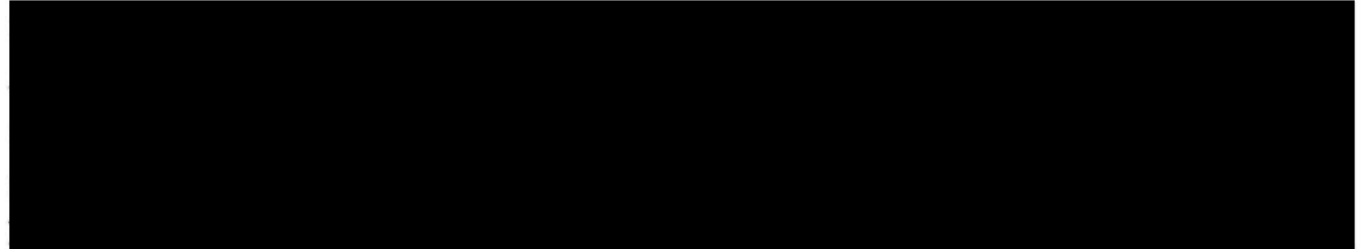
(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC, NONSECTARIAN SCHOOL SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 7/1/2026 or the date student begins attending a nonpublic school or receiving services from a nonpublic agency, if after the date identified, and terminates at 5:00 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency Alameda Unified School District Nonpublic School Seneca Family of Agencies – Maya Angelou Academy

LEA Case Manager: Name Jorge Wahner Phone Number _____



(If different from student)

AGREEMENT TERMS:

1. *Nonpublic School:* The average number of minutes in the instructional day will be: 240 during the regular school year
185 during the extended school year
2. *Nonpublic School:* The number of school days in the calendar of the school year are: 189 during the regular school year
25 during the extended school year

3. *Educational services as specified in the IEP shall be provided by the CONTRACTOR and paid at the rates specified below.*

A. *INCLUSIVE AND/OR BASIC EDUCATION PROGRAM RATE: (Applies to nonpublic schools only):* Daily Rate: \$245

Estimated Number of Days 214 x Daily Rate \$245 = **PROJECTED BASIC EDUCATION COSTS** \$52,430.00

B. RELATED SERVICES:

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Intensive Individual Services (340)							
Language/Speech Therapy (415) a. Individual b. Group		X		15 min/month (consult)	\$221/hour	12 months	\$663
Adapted Physical Ed. (425)							
Health and Nursing: Specialized Physical Health Care (435)							
Health and Nursing Services: Other (436)							
Assistive Technology Services (445)							
Occupational Therapy (450)							
Physical Therapy (460)							
Individual Counseling (510)		X		45 min/week			Billed to MediCal
Counseling and guidance (515).		X		30 min/week			Billed to MediCal
Parent Counseling (520)		X		120 min/month			Billed to MediCal
Social Work Services (525)							

SERVICE	Provider			# of Times per wk/mo/yr., Duration; or per IEP; or as needed	Cost per session	Maximum Number of Sessions	Estimated Maximum Total Cost for Contracted Period
	LEA	NPS	OTHER Specify				
Psychological Services (530)							
Behavior Intervention Services (535); Therapeutic Behavioral Coaching							
Specialized Services for Low Incidence Disabilities (610)							
Specialized Deaf and Hard of Hearing Services (710)							
Interpreter Services (715)							
Audiological Services (720)							
Specialized Vision Services (725)							
Orientation and Mobility (730)							
Braille Transcription (735)							
Specialized Orthopedic Service (740)							
Reader Services (745)							
Note Taking Services (750)							
Transcription Services (755)							
Recreation Services (760)							
College Awareness Preparation (820)							
Vocational Assessment, Counseling, Guidance and Career Assessment (830)							
Career Awareness (840)							
Work Experience Education (850)							
Mentoring (860)							
Agency Linkages (865)							
Travel Training (870)							
Other Transition Services (890)							
Other (900)J							
Other (900)							
Transportation-Emergency b. Transportation-Parent							
Bus Passes							
Other							

ESTIMATED MAXIMUM RELATED SERVICES COST \$663.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$53,093.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly ☒ Other _____ (Specify) _____ NPS Quarterly Calendar _____

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

-CONTRACTOR-

-LEA/SELPA-

Seneca Family of Agencies – Maya Angelou Academy

Alameda Unified School District

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

 June 22, 2026 11:40 PT

(Date)

 06/25/2026
Kirsten Cazo (06/25/2026 19:24:18 PDT)

(Signature) (Date)

Scott Osborn Chief Operating Officer

(Name and Title)

(Name of Superintendent or Authorized Designee)

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on July 14, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	Star View Behavioral Health, Star View Children & Family Services, South Bay High School
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. <i>Nonpublic School: The average number of minutes in the instructional day will be:</i>	_____ 360 during the regular school year (R)
	_____ 360 during the extended school year
2. <i>Nonpublic School: The number of school days in the calendar of the school year are:</i>	_____ 180 during the regular school year (R)
	_____ 20 during the extended school year

3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate	\$250.12
------------	----------

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	18	days x	daily rate	\$250.12	Projected Basic Ed. Costs RS	\$4,502.16
Estimated Number of Days - Extended SY	4	days x	daily rate	\$250.12	Projected Basic Ed. Costs ES	\$1,000.48

Total Estimated Basic Education Costs (regular school year and extended school year) \$5,502.64

B. Related Services

Service	Provider	RSY & ESY	Cost per Day	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
900 Other special education/related service (must be in local plan)	CTF	RSY	\$795.20	18	day	0	mins/weekly	0	mins/mo/year	\$14,313.60
		ESY		4	day	0	mins/weekly	0	mins/mo/year	\$3,180.80
		Total Cost								\$17,494.40
900 Other special education/related service (must be in local plan)	MHS	RSY	\$663.71	18	day	0	mins/weekly	0	mins/year	\$11,946.78
		ESY		4	day	0	mins/weekly	0	mins/mo/year	\$2,654.84
		Total Cost								\$14,601.62
900 Other special education/related service (must be in local plan)	PHF	RSY	\$1,497.07	42	day	0	mins/weekly	0	mins/mo/year	\$62,876.94
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$62,876.94
510 Individual Counseling	NPS	RSY	163.66/hourly	30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$409.15
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$409.15
		RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
Total Estimated Maximum Basic Education Costs :										\$5,502.64
Total Related Services Costs:										\$95,382.11
Total Estimated Maximum Basic Education and Related Services Costs :										\$100,884.75

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:	Quarterly	Monthly	Other (please specify):
-------------------------------------	-----------	---------	-------------------------

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor

LEA

Star View Behavioral Health, Star View Children & Family Services, South Bay High School

Alameda Unified School District

Name of Nonpublic School/Agency

Name of LEA

Kent Dunlap 7/7/2026
Signature Date

Kirsten Lazo (07/15/2026 11:36:42 PDT) 07/15/2026

Signature _____ Date _____

Signature _____ Date _____

Kent Dunlap, President & CEO

Kirsten Zazo, Assistant Superintendent of Education Services

Name and Title

Signature _____ Date _____
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	The Phillips Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RSY) 240 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY) 24 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$348.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$348.00	Projected Basic Ed. Costs RSY	\$62,640.00
Estimated Number of Days - Extended SY	24	days x	daily rate	\$348.00	Projected Basic Ed. Costs ESY	\$8,352.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$70,992.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and Speech	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	60	mins/weekly	\$8,816.00
		ESY		30	mins/weekly	30	mins/weekly	60	mins/weekly	\$1,160.00
		Total Cost								\$9,976.00
450 Occupational therapy	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	0	mins/weekly	\$4,408.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/weekly	\$580.00
		Total Cost								\$4,988.00
510 Individual counseling	NPS	RSY	\$186.00	60	mins/weekly	0	mins/weekly	60	mins/weekly	\$14,136.00
		ESY		60	mins/weekly	0	mins/weekly	60	mins/weekly	\$1,860.00
		Total Cost								\$15,996.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	300	mins/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
	NPS	RSY		0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	50	mins/weekly	0	mins/mo/year	
Total Cost										
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
Total Cost										
Total Estimated Maximum Basic Education Costs :										\$70,992.00
Total Related Services Costs:										\$30,360.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$101,352.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: Quarterly Monthly Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
The Phillips Academy
Name of Nonpublic School/Agency
DocuSigned by:
Esther Cohen 7/31/2026
Signature
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
Shariq Khan (08/05/2026 09:06:19 PDT) 08/05/2026
Signature
Shariq Khan, Asst. Supt. Business Services
Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	The Phillips Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RSY)
240 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY)
24 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$348.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$348.00	Projected Basic Ed. Costs RSY	\$62,640.00
Estimated Number of Days - Extended SY	24	days x	daily rate	\$348.00	Projected Basic Ed. Costs ESY	\$8,352.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$70,992.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
415 Language and Speech	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	300	mins/year	\$4,988.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$580.00
		Total Cost								\$5,568.00
510 Individual counseling	NPS	RSY	\$186.00	60	mins/weekly	0	mins/weekly	60	mins/weekly	\$14,136.00
		ESY		60	mins/weekly	0	mins/weekly	60	mins/mo/year	\$1,860.00
		Total Cost								\$15,996.00
	NPS	RSY		0	mins/weekly	0	mins/weekly		mins/year	
		ESY		0	mins/weekly	0	mins/weekly		mins/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	50	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	50	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
Total Estimated Maximum Basic Education Costs :										\$70,992.00
Total Related Services Costs :										\$21,564.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$92,556.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
The Phillips Academy
Name of Nonpublic School/Agency
DocuSigned by:
Esther Cohen 8/6/2026
Signature
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo 08/06/2026 12:28:08 PDT
08/06/2026
Signature
Kirsten Zazo, Assistant Superintendent of Education Services
Date

Signature
President, Board of Education, Alameda Unified School District
Date

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	The Phillips Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RSY)
240 during the extended school year (ESY)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY)
24 during the extended school year (ESY)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate **\$348.00**

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days	x	daily rate	\$348.00	Projected Basic Ed. Costs RSY	\$62,640.00
Estimated Number of Days - Extended SY	24	days	x	daily rate	\$348.00	Projected Basic Ed. Costs ESY	\$8,352.00
Total Estimated Basic Education Costs (regular school year and extended school year)							\$70,992.00

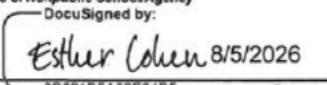
B. Related Services

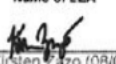
Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
450 Occupational therapy	NPS	RSY	\$116.00	90	mins/weekly	0	mins/weekly	0	mins/mo/year	\$6,612.00
		ESY		90	mins/weekly	0	mins/weekly	420	mins/mo/year	\$1,682.00
		Total Cost								\$8,294.00
445 Assistive technology services	NPS	RSY	\$116.00	600	mins/yearly	0	mins/weekly		mins/year	\$1,160.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$1,160.00
510 Individual counseling	NPS	RSY	\$185.00	60	mins/weekly	0	mins/weekly	0	mins/year	\$7,068.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$930.00
		Total Cost								\$7,998.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
Total Estimated Maximum Basic Education Costs :										\$70,992.00
Total Related Services Costs:										\$17,452.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$88,444.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
The Phillips Academy
Name of Nonpublic School/Agency
DocuSigned by:

Signature 9B621B5A92E64D5... Date
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA

Kirsten Zazo (08/06/2026 12:26:08 PDT) 08/06/2026
Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED WITHOUT
SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on July 1, 2026 or the date student begins attending a nonpublic school, if after the date identified, and terminates at 11:59 P.M. on June 30, 2027, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	The Phillips Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

- Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RS)
360 during the extended school year (E)
- Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RS)
24 during the extended school year (E)
- Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$348.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$348.00	Projected Basic Ed. Costs RS	\$62,640.00
Estimated Number of Days - Extended SY	24	days x	daily rate	\$348.00	Projected Basic Ed. Costs ES	\$8,352.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$70,992.00

B. Related Services

D. Related Services										
Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
510 Individual counseling	NPS	RSY	\$186.00	60	mins/weekly	0	mins/weekly	60	mins/weekly	\$14,136.00
		ESY		60	mins/weekly	0	mins/weekly	60	mins/weekly	\$1,860.00
		Total Cost								\$15,996.00
450 Occupational therapy	NPS	RSY	\$116.00	0	mins/weekly	0	mins/weekly	420	mins/year	\$812.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$812.00
445 Assistive technology services	NPS	RSY	\$116.00	0	mins/monthly	0	mins/weekly	360	mins/year	\$696.00
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$696.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$0.00
Total Estimated Maximum Basic Education Costs :										\$70,992.00
Total Related Services Costs:										\$17,504.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$88,496.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
The Phillips Academy
Name of Nonpublic School/Agency
DocuSigned by:
Esther Cohen 8/5/2026
Signature
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo (08/06/2026 12:26:08 PDT)
Signature
Kirsten Zazo, Assistant Superintendent of Education Services
Date
08/06/2026

Signature
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

LEA: Alameda Unified
School District

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**
EC. Sections 56365 et seq.

This agreement is effective on **July 10, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates at **11:59 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	The Phillips Academy
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

1. Nonpublic School: The average number of minutes in the instructional day will be: 360 during the regular school year (RS)
240 during the extended school year (ES)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RS)
24 during the extended school year (ES)
3. Educational services as specified in the IEP shall be provided by the Contractor and paid at the rates specified below.

Daily Rate \$348.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180 days x	daily rate	\$348.00	Projected Basic Ed. Costs RS	\$62,640.00
Estimated Number of Days - Extended SY	24 days x	daily rate	\$348.00	Projected Basic Ed. Costs ES	\$8,352.00
Total Estimated Basic Education Costs (regular school year and extended school year)					\$70,992.00

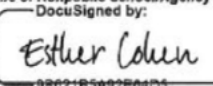
B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
450 Occupational therapy	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	300	mins/year	\$4,988.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$580.00
		Total Cost								\$5,568.00
415 Language and speech	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	300	mins/year	\$4,988.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$580.00
		Total Cost								\$5,568.00
510 Individual counseling	NPS	RSY	\$186.00	60	mins/weekly	0	mins/weekly	60	mins/weekly	\$14,136.00
		ESY		60	mins/weekly	0	mins/weekly	60	mins/mo/year	\$1,860.00
		Total Cost								\$15,996.00
		RSY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
340 Intensive Individual Services	LEA	RSY		1800	mins/weekly	0	mins/weekly	0	mins/mo/year	
		ESY		1200	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								
Total Estimated Maximum Basic Education Costs :										\$70,992.00
Total Related Services Costs:										\$27,132.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$98,124.00

4. Other Provisions/Attachments:

5. Progress Reporting Requirements: ☒ Quarterly ☐ Monthly ☐ Other (please specify):

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
The Phillips Academy
Name of Nonpublic School/Agency
DocuSigned by:
 8/5/2026
Signature 33621B5A92E64D5... Date
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
 08/06/2026
Signature Kirsten Zazo (08/06/2026 12:28:08 PDT) Date
Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date
President, Board of Education, Alameda Unified School District

(CONTRACTS EXCEEDING \$119,100 ARE NOT AUTHORIZED
WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Bill Warrants and Payroll Registers

Item Type: Consent

Background: Education Code 42631 requires the Board of Education to review and approve all payments from district funds.

The attached register contains information for all bills and warrants from June 17 to June July 21, except for *sixty-seven (67)* redactions where posting that information would violate confidentiality.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will reduce the available funds of each respective site/department budget by \$20,181,412.57.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Summary of Register	8/4/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Memoranda of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Interns

Item Type: Consent

Background: The District enters into yearly contracts and partnerships with Universities' Departments of Education to provide a professional preparation program for student teacher, school psychologist, counselor, and intern candidates. These programs are a benefit to the District and enable student teachers and intern candidates to continue vital training. The programs which seek to establish partnerships are:

- California State University, East Bay
- Reach University
- University of St. Augustine

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle:

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

Description		Upload Date	Type
☐	MOU with California State University, East Bay	8/5/2026	Backup Material
☐	MOU with Reach University	8/5/2026	Backup Material
☐	MOU with University of St. Augustine	8/5/2026	Backup Material



Reach University

Employer Partnership

Memorandum Of Understanding

Local Education Agency: [Alameda Unified School District](#)

Date: [August 11, 2026](#)

Reach University is accredited by the WASC Senior College and University Commission. Alternatives in Action is accredited by the California Commission on Teacher Credentialing. Alternatives in Action provides the Teacher Credentialing programs for Reach candidates in California.

Learn more at reach.edu

1. Parties, Recitals & Purpose

This Memorandum of Understanding (“Agreement”) is entered into on [August 11, 2026](#), between the entity named above (“Local Education Agency”) and Reach University (“Reach University”) (together, the “Parties”) for the purpose of jointly exercising their respective powers.

The purpose of this Agreement is to address the Local Education Agency’s workforce needs and provide opportunities for Reach University candidates to complete the job-embedded undergraduate degree program, Bachelor of Arts in Liberal Studies. This Agreement includes any attached addenda, which shall be incorporated by reference and considered part of this Agreement.

[Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent, or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.](#)

In consideration of the mutual promises contained in this Agreement, the Parties agree as follows:

2. Definitions

- Primary Employer Partnership Contact: The primary person responsible for communicating between the Local Education Agency and Reach University.
- Candidate: a candidate enrolled in an undergraduate degree program and/or teacher preparation program offered by Reach University.
- Partnership Advisory Committee: a system-level leadership and advisory group committee composed of a representative set of Superintendents or designees from partner Local Education Agencies.
- Program: The undergraduate program offered by Reach University for paraprofessionals and other school employees, whose goal is to complete a bachelor’s degree.

3. Program

At Reach University, we believe that your job should lead to a degree—not the other way around. We serve both working adults striving to reach their full potential and employers aiming to cultivate diverse local talent pipelines through apprenticeship degrees. Reach University is dedicated to best practices in higher education and is designed to both acknowledge and leverage the learning that working adults already engage in daily to inform and improve upon their craft.

Additional programs are outlined in the addendum attached to this Agreement.

3.1. Bachelor of Arts in Liberal Studies (BA-LS) Degree Program

The program description herein reflects Reach University’s program as of the effective date of this Agreement. For the most up-to-date version, please see [reach.edu](#) and [info.reach.edu](#).

The Bachelor of Arts in Liberal Studies is a rigorous, job-embedded undergraduate degree

program for front-line employees. The program includes interactive class sessions held after work hours, one-on-one advisors, on-site mentors, and comprehensive college services, including financial aid, libraries, and technology support, all to ensure candidate success.

Candidates in our programs are required to engage in job-embedded learning for at least 15 hours per week in an academic environment. This job-embedded learning can arise from holding roles including but not limited to: paraeducators, teacher or classroom instructional aides, on-site tutors, teacher leaders, administrators (principals, vice principals, etc.), and school support functions.

Degree Earned: Bachelor of Arts in Liberal Studies

Credential Earned: None

Program Duration: 2–4 years (depending on transfer credits)

Accepts Transfer Credit: Yes. 100% credit transfer from select programs.

For full program details, please visit reach.edu/programs.

4. Partnership Responsibilities

This section outlines the shared expectations and commitments between Reach University and the Local Education Agency to ensure the successful implementation of the Bachelor of Arts in Liberal Studies program.

4.1. Initial Engagement & Onboarding

Local Education Agency Responsibilities

- Designate and notify key contacts, including but not limited to, site-level leads, and a program liaison (“Primary Employer Partnership Contact”).
- Attend initial onboarding sessions to understand program operations, expectations, and shared responsibilities.

Reach University Responsibilities

- Assign a dedicated Employer Success Lead to serve as the primary point of contact, support onboarding, and act as a liaison for ongoing partnership management.
- Introduce Local Education Agency staff to Reach University systems, workflows, and operational tools.

4.2. Candidate Eligibility, Recruitment, & Admissions

Local Education Agency Responsibilities

- Verify that all candidates referred to Reach University:
 - Are employed by the Local Education Agency in roles supporting job-embedded learning.

- Hold a high school diploma or equivalent.
- Are U.S. citizens, legal permanent residents, or have valid work authorization.
- Have successfully passed required background checks.
- Coordinate and participate in recruitment efforts with Reach University in order to refer prospective candidates to Reach University Programs. This includes, but is not limited to, the following collaborative recruitment strategies:
 - Providing a list of eligible prospective candidates and their contact information to Reach University at least once per recruitment cycle, including contact information.
 - Promoting Reach University Programs by posting/distributing flyers, sharing Program information via email, and informing employees about virtual information sessions presented by Reach University.
 - Hosting informational sessions for prospective candidates.
- Provide an Employment Verification Contact that will verify candidate employment during the admissions process and at the start of each academic year.
- Assign a Candidate Supervisor for candidates.

Reach University Responsibilities

- Provide the Local Education Agency with recruitment materials, program information, and information session invitations.
- Align outreach activities with the Local Education Agencies' workforce needs.
- Assist and guide candidates through the application process, and coordinate employment verification at the time of admission.
- Provide tools and support for employment verification and job alignment.

Shared Responsibilities

- Both Parties will collaborate in planning and executing recruitment activities to ensure alignment with workforce needs and mutual accountability for candidate outcomes.

4.3. Job-Embedded Learning & Candidate Support

Local Education Agency Responsibilities

- Ensure that each candidate engages in job-embedded learning for a minimum of 15 hours per week in an academic environment. This may include roles such as paraeducator, instructional aide, tutor, teacher leader, administrator, or other school-based support staff.
- Notify your employer success contact at Reach University if a candidate's role materially changes and may no longer meet the job-embedded learning requirements.
- Provide site-level support to candidates.
- Participate in periodic Reach University-hosted webinars and virtual updates to share

feedback, receive program information, and support continuous improvement efforts.

Reach University Responsibilities

- Guide Local Education Agency staff on program expectations.

Shared Responsibilities

- Establish and maintain ongoing communication to address issues, resolve challenges, and support candidate success.
- Reach University and the Local Education Agency will collaborate in good faith to determine next steps, which may include transitioning the candidate to a qualifying role or pausing enrollment until eligibility is re-established.

4.4. Data Sharing & Program Feedback

Local Education Agency Responsibilities

- Participate in annual workforce outcome reporting, including sharing aggregate data on candidate roles, transitions, and retention.
- Complete an annual Employer Partner Survey and similar instruments to support program evaluation.
- If the Local Education Agency requires detailed information about candidate progress, academic standing, or related metrics, Reach University strongly encourages the Local Education Agency to establish clear agreements directly with its employees regarding such requirements. These agreements should ensure transparency for employees and align with applicable privacy and employment laws.

Reach University Responsibilities

- Share candidate information, as necessary for program administration and in compliance with our FERPA policy, state privacy laws, and institutional policies, to support collaborative recruitment efforts and promote candidate retention and success. Data may be shared proactively or upon request. See our FERPA policy here: info.reach.edu/support/family-educational-rights-and-privacy-act-ferpa-acknowledgment.
- Analyze and apply data gathered through surveys and reporting to inform program enhancements and continuous improvement.
- Provide assistance to the Local Education Agency regarding billing questions and adjustments as required.

5. Terms

5.1. Insurance

During the term of this Agreement, Reach University agrees to maintain insurance policies, including a standard comprehensive general liability insurance policy with the following coverage:

\$1 million general liability, \$1 million personal injury, and \$2 million general aggregate; and educator's legal liability of \$1 million per occurrence and \$2 million aggregate.

5.2. Term

This Agreement shall have an initial term of five (5) years from the effective date. Upon expiration of the initial term, the Agreement shall automatically renew for successive five (5) year terms unless and until terminated by either party in accordance with the termination provisions set forth in Section 5.3.

The Parties agree to review the terms of this Agreement at least once every five (5) years to assess continued alignment and effectiveness.

5.3. Termination

Except as otherwise provided, each party agrees to give six (6) months' written notice prior to terminating this Agreement and the program partnership. The Parties agree to make their best efforts to ensure enough time for candidates enrolled to graduate before the effective termination date.

5.4. Confidentiality

Candidate information will only be shared to provide the services outlined in this Agreement. Confidential candidate information, as defined by state and federal regulations, will only be disclosed to the Local Education Agency when necessary to carry out the tasks described here, in compliance with the law, and subject to a Non-Disclosure Agreement. The Parties also each agree to safeguard each other's confidential information learned in performing this Agreement.

5.5. Mutual Indemnification

Reach University shall defend, indemnify and hold Local Education Agency and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Reach University, its officials, agents, or employees.

Local Education Agency shall defend, indemnify and hold Reach University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Local Education Agency, its officials, agents, or employees.

5.6. Non-Discrimination

Both Parties agree that participation in this program will not be limited on the basis of race, color, national origin, sex, disability, age, or any other protected category under federal or state law.

5.7. Force Majeure

Neither party shall be held liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for payment obligations) when such failure or delay is caused by acts of God, natural disasters, pandemics, governmental orders or laws, labor disputes, power or internet failures, or any other cause beyond the reasonable control of the affected party. The affected party shall promptly notify the other party in writing of such force majeure event and make reasonable efforts to resume performance as soon as practicable.

5.8. Dispute Resolution

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, the Parties agree to first attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved through negotiation within thirty (30) days, the Parties agree to submit the matter to non-binding mediation conducted by a mutually agreed-upon mediator. If mediation does not resolve the dispute, the Parties may then pursue any remedies available at law or in equity.

5.9. Name & Likeness

No child's image or likeness will be used without explicit prior consent in accordance with the Local Education Agency's policies. Reach University will coordinate with the Local Education Agency to ensure full compliance with all applicable privacy regulations and parental consent requirements.

Reach University may take photographs and make audio or video recordings of Reach University candidates at Local Education Agency school sites for educational, licensure assessment, and training purposes. These recordings may include images of Reach University candidates, faculty, and staff, as well as general school site identification.

5.10. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

5.11. Entire Agreement

This Agreement, including all incorporated addenda, constitutes the entire understanding between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral, relating to the subject matter herein.

5.12. Amendments

This Agreement may only be amended, modified, or supplemented by a written document signed by authorized representatives of both Parties.

5.13. Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without prior

written consent of the other party.

6. Signatures

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document and engage in the activities outlined herein.

Local Education Agency

The signature below must be completed by the representative who is authorized to sign on behalf of the Local Education Agency.

Local Education Agency	Alameda Unified School District
State	
Authorized Approver	
Title	
Email Address	
Signature	
Date	

Reach University

Authorized Representative	
Title	
Email Address	
Signature	
Date	

Reach University Employer Partnership Memorandum Of Understanding

Addendum: Graduate Programs (General)

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding (“Base Agreement”) between Reach University and the Local Education Agency, and also incorporates the role of Alternatives in Action, the current California Commission on Teacher Credentialing–accredited recommending agency. This Addendum sets forth additional terms and responsibilities among Reach University, Alternatives in Action, and the Local Education Agency and shall be effective as of the date of the last signature on this Addendum.

This Addendum outlines additional terms, responsibilities, and partnership commitments related to Reach University’s graduate degree programs. All provisions of the Base Agreement remain in full force and effect unless expressly modified by this Addendum.

Reach University is accredited by the WASC Senior College and University Commission and provides Master level academic courses and candidate support services to enrolled candidates. Alternatives in Action is accredited by the California Commission on Teacher Credentialing (“CCTC”) to offer state–authorized educator preparation (certification) programs in California. Alternatives in Action partners with Reach University to deliver credential pathway programming. Alternatives in Action provides program oversight for Reach University’s credential programming and recommends eligible candidates for the appropriate credentials. If Reach University receives CTC authorization as an independent recommending agency, Reach University may assume the responsibilities described herein as currently fulfilled by Alternatives in Action. **The programs referenced in this Addendum are available exclusively in California.**

A.1. Definitions

- Program(s): All degree programs and the CCTC–authorized educator preparation programs, including California Preliminary Single–Subject and Multiple–Subject Teaching Credential programs (including the Early Completion Option or ECO) and/or Induction (the Clear Teaching Credential program), and the Master of Arts in Teaching program.
- ILP: Individual Learning Plan, a personalized plan designed to guide the professional growth and development of a candidate. The ILP addresses the California Standards for the Teaching Profession (CSTPs), the Teacher Performance Expectations (TPEs), and provides a roadmap for the candidate's work in their respective program. This plan is intended to be a living document, with opportunities to develop professional goals and measurable outcomes, plan, reflect on progress, and modify as needed in response to the authentic needs of the individual. The ILP is designed and implemented solely for the professional growth and development of the individual and not for evaluation for employment purposes.
- Primary School Site Contact: Acts as a liaison to the Reach Teachers College Division of Graduate Studies. This representative is required to meet and/or communicate regularly with Reach University to address candidate needs.

A.2. Roles & Responsibilities

This section outlines the commitments of the Local Education Agency, Reach University, and all

Parties jointly to ensure the successful implementation of Reach University's graduate programs and associated credentialing pathways.

A.2.1. Program Access & Support

Local Education Agency Responsibilities

- Identify a Local Education Agency Designee (Employment Verification Contact) who will verify the employment of candidates enrolled in Reach University programs each term and ensure placements align with credential requirements and provide opportunities to work with the full range of students identified in program standards, including English learners, students with disabilities, and students from diverse cultural, linguistic, and socioeconomic backgrounds.
- Assign a representative to meet and/or communicate regularly with Reach University to address candidate needs and necessary updates, e.g., Intern Preservice (pre-semester preparation course, which starts two months before the starting semester), Intern Subject Matter Competence Requirement, Intern Early Completion Option (ECO), and/or Induction Mentor hours.
- Select placement sites that demonstrate commitment to collaborative, evidence-based practices and continuous improvement; maintain partnerships with educational, social, and community entities that support teaching and learning; place students with disabilities in the Least Restrictive Environment (LRE); and provide robust programs and support for English learners.
- Permit video capture for candidate field supervision, coursework, reflection, and state performance tasks such as the California Teacher Performance Assessment (TPA) and the Literacy Performance Assessment (LPA), including but not limited to having a recording policy in place to accommodate TPA video assessments.

Reach University Responsibilities

- Comply and submit reports or other information on matters related to accreditation or program requirements and activities to the California Commission on Teacher Credentialing (CCTC), the California Department of Education (CDE), and the Western Association of Schools and Colleges (WASC), as required.
- Establish effective and ongoing communication between the Local Education Agency's Primary School Site Contact and Reach University to promote this agreement and address candidate needs.
- Provide orientation, professional development, and ongoing support for field supervisors, coaches, and mentors.
- Communicate with candidates, Primary School Site Contact, mentors, and program staff in a timely manner regarding program requirements and updates.
- Oversee and recommend candidates for credentials in credentialing pathways.
- Maintain compliance with all CCTC requirements for intern and induction programs.

A.2.2. Candidate Support & Collaboration

Local Education Agency Responsibilities

- Support candidate success by supervising and evaluating candidates using established Local Education Agency processes and performance assessment tools.

Reach University Responsibilities

- Solicit feedback from stakeholders to guide the development and continuous improvement of processes and systems.
- Facilitate program-specific advisory councils to support candidate success and align with Local Education Agency and Reach University expectations.

A.2.3. Program & Data Collaboration

Shared Responsibilities

- Convene the committee regularly to gather feedback and insights for enhancing processes and systems within each program, and to contribute to the development and oversight of new programs.
- Collaborate to maintain effective communication with all stakeholders to support candidate success and program quality.

A.3. Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Local Education Agency

Local Education Agency	Alameda Unified School District
Authorized Approver	
Signature	
Date	

Alternatives in Action

Authorized Representative	
---------------------------	--

Title	
Signature	
Date	

Reach University

Authorized Representative	
Title	
Signature	
Date	

Reach University Local Education Agency Memorandum Of Understanding

Addendum: Intern Teacher Credential and Master of Arts in Teaching Program

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding and the Graduate Programs Addendum (“Base Agreement”) between Reach University and the Local Education Agency.

This Addendum outlines additional terms, responsibilities (among Reach University and the Local Education Agency), and program details specific to the Teacher Intern credentialing pathway. All credential recommendations are made by Reach University, a CCTC-accredited recommending agency. Reach University also provides the Master of Arts in Teaching degree pathway. All provisions of the Base Agreement remain in full force and effect unless expressly modified by this Addendum.

A.1. Program Overview & Definitions

The program description herein reflects Reach University’s program as of the effective date of this Addendum. For the most up-to-date version, please see reach.edu and info.reach.edu.

The Teacher Intern Program allows candidates to earn their Master of Arts in Teaching degree while participating in a credentialing pathway. Reach University supports candidates’ academic progress and oversees all credentialing processes and recommendations. An Early Completion Option (ECO) is offered to qualified Intern candidates; however, ECO candidates are not eligible for the Master of Arts in Teaching program, as they do not complete coursework for credit.

A.1.1. Definitions

- Intern Program: An alternative certification program. Intern teachers are employed as the teacher of record in a classroom while concurrently enrolled in the credential program.
- Intern Credential: A temporary teaching license that allows eligible candidates to work as teachers of record in California public schools while completing the requirements for a Preliminary credential through an approved university program. It authorizes the holder to perform the full duties of the preliminary credential they are pursuing, with required support and supervision from both the university and the employing district. This credential is valid for a two-year term.
- Preservice: Candidates must complete Preservice in order to be eligible for an Intern Credential. At Reach University, Preservice is a three-unit (135-hour) graduate-level course. Once granted, Intern Credentials may be backdated by ninety (90) calendar days (current CTC policy). Preservice for Single-Subject and Multiple-Subject candidates must include: General pedagogy including classroom management and planning, reading/language arts, subject-specific pedagogy, human development, and specific content regarding the teaching of English Learners, pursuant to California Code of Regulations §80033.
- Fieldwork: Employment as a teacher of record, where fieldwork, practice, support, supervision, and application of coursework to teaching take place. The Local Education

Agency ensures candidates are placed in teaching assignments that match the credentials and subject areas for which the candidates are seeking their credentials for a minimum of 600 hours per year. A candidate's teaching position and intern programming go hand-in-hand. *Any changes to their employment status may affect their program status, and vice versa.*

- ECO: The Early Completion Option (ECO) is intended to provide candidates who have requisite skills and knowledge an opportunity to challenge the coursework portion of a Single-Subject or Multiple-Subject Intern Credentialing Program. The Early Completion Option does not waive the entire program but allows for an expedited pathway by waiving preparation program coursework for those candidates who meet the criteria.
- M.A.T.: Master of Arts in Teaching, a graduate degree that emphasizes both practical teaching skills and in-depth subject matter knowledge.
- ILP: Individual Learning Plan, a personalized plan designed to guide the professional growth and development of a candidate. The ILP addresses the California Standards for the Teaching Profession (CSTPs), the Teacher Performance Expectations (TPEs), and provides a roadmap for the candidate's work in their respective program. This plan is intended to be a living document, with opportunities to develop professional goals and measurable outcomes, plan, reflect on progress, and modify as needed in response to the authentic needs of the candidate. **The ILP is designed and implemented solely for the professional growth and development of the candidate and not for evaluation for employment purposes.**
- Professional Development Plan: The Professional Development Plan (PDP) is an individualized plan created when a candidate begins serving on an Intern Credential. The PDP outlines any credential requirements the intern still needs to complete and provides a clear timeline for meeting them. Developed collaboratively by the program, the employing district, and the intern, the PDP identifies remaining coursework, assessments, and authorization requirements, as well as the support and supervision the intern will receive while serving as teacher of record. The PDP is used throughout the intern program to guide the intern's progress toward earning the Preliminary Credential. Additional information is provided in the document available at: docs.google.com/document/d/1RqLu9R85vWoMavPBaZP0-bILMbmBDTfGPhMRg9TCf8o/copy.

A.1.2. Intern Teacher Credential & Master Of Arts In Teaching Program

Candidates work as intern teachers while pursuing a Preliminary California Teaching Credential and a Master of Arts in Teaching degree.

Intern candidates are novice teachers. They are employed as teachers of record while pursuing preliminary credentials. Each week, Intern candidates attend synchronous classes and engage in approximately ten (10) hours of independent studies, including academic coursework and job-embedded practice. Intern candidates engage in at least five (5) hours of supervision with an District Employed Supervisor each week, and engage in twelve (12) one-on-one coaching cycles with a Reach University-provided field supervisor per academic year. They also complete two cycles of the CalTPA, the state teaching performance assessment.

Participation in the Intern and Master of Arts in Teaching Program is a significant workload beyond the responsibilities of a typical credentialed teacher. Local Education Agencies are responsible for ensuring that candidates are supported to be successful both in the classroom and in their graduate credentialing coursework.

Degree Earned: Master of Arts in Teaching

Credential Earned: California Intern Teaching Credential and California Preliminary Single-Subject or Multiple-Subject Teaching Credential (upon successful completion of the Intern Teacher Credential Program and credentialing requirements).

Program Duration: Two years. Accepts up to 9 transfer credits.

Program Eligibility: The Intern Teacher Credential Program leads to a California Preliminary Single-Subject or Multiple-Subject Teaching Credential. WSCUC accredits the concurrent Master of Arts in Teaching Program. Admission requirements can be found at reach.edu.

To be recommended for an Intern Credential, and prior to enrolling in the Intern Teacher Credential Program, candidates must:

- Hold a baccalaureate degree or higher from a regionally accredited institution of higher education. Pursuant to Education Code Sections 44325, 44326, 44453.
- Demonstrate subject matter competence prior to being recommended for the Intern Credential.
- Provide all required enrollment documents established by the CCTC and by the Intern Teacher Credential Program.
- Complete the requisite hours of pre-service preparation established by the CCTC (the Reach Preservice Course taken in the term *before* the starting semester does meet this requirement).
- Have a qualified District Employed Supervisor identified who meets the CCTC criteria for mentor eligibility.

Reach University reserves the right to determine admissions and continued enrollment. Once admitted, all two-year pathway candidates are eligible for Reach University's concurrent Master of Arts in Teaching Program.

Program Components:

- As candidates enroll in Reach University's teacher intern program, they will begin by completing preservice. Candidates must complete Preservice in order to be eligible for an Intern Credential. Preservice is a three-unit (135-hour) graduate-level course that must cover general pedagogy—such as classroom management and planning, reading/language arts, subject-specific pedagogy, human development—as well as specific content on teaching English Learners, in accordance with California Code of Regulations §80033.
- Fieldwork is a required component of the Intern program. The Local Education Agency must ensure that candidates are placed in teaching assignments that match the credentials and subject areas for which the candidates are seeking their credentials for a minimum of 600 hours per year. A candidate's teaching position and intern programming go

hand-in-hand. *Any changes to their employment status may affect their program status, and vice versa.*

- Field Supervisor: a Reach contract employee that is responsible for coaching candidates by conducting six observation cycles per semester, for a total of twelve observations per year. Field Supervisors support candidates to integrate coursework to their teaching praxis, to pass the CalTPA, and to apply an inquiry lens to their practice as they pursue equitable outcomes for all students. Field Supervisors engage in professional development in a Field Supervisor Community of Practice.
- District Employed Supervisor: Intern candidates must be assigned a District Employed Supervisor. A District Employed Supervisor must hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K–12 teaching experience. The District Employed Supervisor must have demonstrated exemplary teaching practices as determined by the employer and the Program. Matching a candidate and a District Employed Supervisor must be a collaborative process between the Local Education Agency and the Program. The Program provides District Employed Supervisors with a minimum of two hours of initial orientation to the program. Additionally, District Employed Supervisors are required to complete or have completed at least eight hours of formal training in coaching adult learners, which includes mentoring/coaching, co-teaching, subject-specific pedagogy, and inclusive practices. The Program ensures that District Employed Supervisors remain current in the knowledge and skills for candidate supervision and program expectations. District Employed Supervisors must also provide opportunities for candidates to be observed and receive feedback, co-observe and debrief, co-plan lessons, and review student data around structured literacy, diagnostic and intervention techniques, oral and written language, and provide support for students with dyslexia per the California Dyslexia Guidelines. At a minimum, the District Employed Supervisor provides their Intern an average of five hours of support and guidance per week. Finally, District Employed Supervisors are evaluated annually through candidate surveys and supervisor self-assessments, which are reviewed by the Associate Dean of the Intern Program to inform continued professional growth.
- Support and supervision are shared responsibilities between the Local Education Agency and the Program. Pursuant to California Code of Regulations §80033, participating institutions in partnership with employing Local Education Agencies shall provide 144 hours of support and supervision annually and 45 hours of support and supervision specific to teaching English learners. These hours are completed through a combination of support and supervision with the District Employed Supervisor and the field supervisor.
- California Teaching Performance Assessment (CalTPA) support is provided by Reach University and is supplemented by employer support. Passing the CalTPA is required in order for a candidate to be recommended for a Preliminary Teaching Credential.
- Coursework: Key elements are aligned with California TPEs and Reach University's PLOs. The Program's coursework provides multiple opportunities for candidates to learn, apply, and reflect on each Teaching Performance Expectation (TPE). As candidates progress through the Program, pedagogical assignments are increasingly complex and challenging. The scope of the pedagogical assignments (a) addresses the TPEs as they apply to the subjects to be authorized by the credential, and (b) prepares the candidate for the teaching performance assessment (TPA) and other program-based assessments. Reach University

will provide all CCTC-required coursework aligned with the California Teaching Performance Expectations (TPEs) for the Intern Program, ensure Intern candidates are prepared to teach and assess literacy skills (foundational, written, and oral), and work with students needing intervention when available.

- Master of Arts in Teaching candidates in the two-year Intern Program pathway take two additional elective courses to obtain a master's degree.

Intern Authorization & Service Alignment

By recommending an Intern candidate for the Intern Credential, Reach University authorizes candidates in an internship program to perform the functions permitted under a regular standard credential, pursuant to Education Code §44454. Reach University affirms that interns' services will meet the instructional or service needs of the participating district(s), in accordance with Education Code §44458.

Non-Displacement of Certificated Staff

Reach University and the Local Education Agency certify that interns candidate serving under the Intern Credential Program do not displace any certificated employees within participating Local Education Agency, pursuant to Education Code §44225.7.

A.2. Roles & Responsibilities

This section defines the commitments of the Local Education Agency and Reach University to support successful implementation of the Teacher Intern Program.

A.2.1. Program Access & Support

Local Education Agency Responsibilities

- Identify an Employment Verification Contact responsible for verifying candidate employment each term and liaising with Reach University.
- Assign a Primary School Site Contact to meet regularly with Reach University staff to address candidate needs and stay current on program processes and materials.
- Assign a School Site Leader who has mentors and/or candidates on staff, and who should be informed about program processes and materials, and stay current with changing program requirements, including program alignment to the Literacy Standards and Teaching Performance Expectations (TPEs) in the Intern Program.
- Assign a qualified District Employed Supervisor (i.e., peer coach, mentor, or other designated individual) to the candidate within thirty (30) days of the intern's enrollment in the Program, and prior to the intern teacher assuming daily teaching responsibilities.
- **Inform candidates of the requirements to earn an Intern Credential:**
 - **All admissions requirements completed**, including Certificate of Clearance, Basic Skills Requirement, Subject Matter Competency Requirement, demonstration of knowledge of US Constitution, official transcripts verifying completion of a Bachelor's degree from a regionally accredited IHE, Resume, Offer of Employment

for a qualifying teaching position, Resume, Prior Field Experience Form completed, and a current MOU on file with the employing agency.

- **Preservice completion:** A preparation course (135 hours) in the term *before* the starting semester. Preservice must be passed to be eligible for an Intern Credential as well as to continue in the Intern Program (e.g., for a Fall enrollee, the Preservice course is offered in the summer term). Preservice covers general pedagogy, including classroom management and planning, subject-specific pedagogy, and specific content regarding the teaching of English Learners pursuant to the California Code of Regulations.
 - **District Employed Supervisor assigned** by the CTC-mandated deadline.
- Ensure and verify that all Intern candidates are placed in classrooms designed to provide the most comprehensive clinical practice experiences possible, particularly in literacy instruction for all students. Placements must provide:
 - Opportunities to work with other education professionals and veteran practitioners serving students at risk for or with dyslexia or literacy-related disabilities.
 - Sites where candidates can practice screening and diagnostic techniques, implement early intervention strategies, and develop oral and written literacy skills aligned with state Literacy Standards.
 - Ample opportunities to practice a strong literature, language, and comprehension component with a balance of oral and written literacy skills and the additional cross-cutting themes in literacy, especially in the literacy areas of making meaning, language development, and effective expression.
- Ensure any Intern candidate assigned to a Transitional Kindergarten (TK) classroom meets at least one of the following criteria:
 - Possesses 24 units in early childhood education/child development.
 - Holds professional experience equivalent to 24 units.
 - Holds a child development teacher permit issued by the CTC.
- Permit video capture for field supervision, coursework, and state performance tasks (e.g., CalTPA) and maintain a recording policy to accommodate credentialing requirements.
- Professional Development Plan (PDP): The Local Education Agency acknowledges that each Intern candidate shall have an individualized Professional Development Plan (PDP), developed collaboratively by the program sponsor, the Local Education Agency, and the intern at the start of the assignment. The PDP shall document remaining credential requirements, timelines for completion, and the support and supervision to be provided while the intern serves as teacher of record. The Local Education Agency will regularly review and update the PDP in collaboration with the candidate.

Reach University Responsibilities

- Provide academic programming and support aligned with the Master of Arts in Teaching degree.

- Assign a Reach–contracted Field Supervisor to the Intern candidate. For each candidate they coach, Field Supervisors conduct six observation cycles per semester, for a total of twelve (12) observations per year.
- Establish effective communication with the Primary Employer Partnership Contact to promote this Agreement.
- Provide orientation, professional development, and ongoing support for field supervisors, coaches, and mentors.
- Verify that Intern candidates have completed all program and credential requirements.

A.2.2. Candidate Supervision & Evaluation

Shared Responsibilities

- Collaboratively supervise candidates through a team consisting of the Field Supervisor, District Employed Supervisor, School Site Leader, and Reach University faculty.
- Ensure all program supervision meets the CCTC–required 144 hours annually, including 45 hours specific to teaching English learners, provided through a combination of District Employed Supervisor and Reach University Field Supervisor.
- Conduct formal observations that include feedback, formative/summative assessment analysis, and candidate performance data review.

A.2.3. Program & Data Collaboration

Shared Responsibilities

- Establish a Partnership Advisory Committee with superintendents/designees from partnering Local Education Agencies and Reach University.
- Convene the committee regularly to provide leadership, gather feedback, and support continuous program improvement.

A.3. Execution of Addendum

This Addendum supplements the Base Agreement and Graduate Programs Addendum, and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Local Education Agency

Local Education Agency	Alameda Unified School District
Authorized Approver	

Signature	
Date	

Alternatives in Action

Authorized Representative	
Title	
Signature	
Date	

Reach University

Authorized Representative	
Title	
Signature	
Date	

Reach University Employer Partnership Memorandum Of Understanding

Addendum: Partnership Onboarding & Implementation

This Addendum supplements the Reach University Employer Partnership Memorandum of Understanding (“Base Agreement”) between Reach University and the Local Education Agency. It shall be effective as of the date of the last signature on this Addendum. All provisions of the Base Agreement remain in full force and effect unless expressly modified herein.

This Addendum outlines partnership goals, recruitment coordination, and key contact information necessary to successfully launch and support Reach University candidates.

A.1. Partnership Goals

To ensure alignment and shared success, the Local Education Agency agrees to identify the primary goal(s) of this partnership (check all that apply):

- ☐ Grow and retain teachers from within
- ☐ Provide an affordable bachelor’s degree pathway for staff
- ☐ Support paraprofessionals/classified staff in becoming certified teachers
- ☐ Fill high-need subject or grade-level vacancies
- ☐ Support intern teacher placement and credentialing (CA only)
- ☐ Other: _____

Additional notes regarding partnership goals (optional):

A.2. Partnership Contacts & Roles

To support effective communication and successful implementation of this partnership, the Local Education Agency agrees to designate the following points of contact:

Primary Partnership Contact	Name	
	Title	
	Email	

Employment Verification Contact	Name	
	Title	
	Email	

A.3. Recruitment Resources

To support candidate recruitment and enrollment, Reach University will collaborate with the Local Education Agency on outreach and information sharing.

Preferred Resources (check all that apply):

- ☐ Local Education Agency-hosted virtual information session
- ☐ In-person information session
- ☐ Staff meeting presentation
- ☐ Student or community job fair event
- ☐ Email communication to eligible staff
- ☐ Customized recruitment materials
- ☐ Other: _____

A.4. Execution of Addendum

This Addendum supplements the Base Agreement and does not modify any other terms unless expressly stated herein. All indemnification, confidentiality, and liability provisions of the Base Agreement apply equally to this Addendum.

The undersigned confirms having read and understood the policies stated above and affirms possessing the authority to execute this document on behalf of the Local Education Agency and engage in the activities outlined herein.

Local Education Agency

Local Education Agency	Alameda Unified School District
Authorized Approver	
Signature	
Date	

Reach University

Authorized Representative	
Title	
Signature	
Date	



UNIVERSITY *of* ST. AUGUSTINE *for* HEALTH SCIENCES

Student Affiliation Agreement

- *Between* -

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

- *And* -

University of St. Augustine for Health Sciences

- ☒ Physical Therapy (PT)
☒ Occupational Therapy (OT)
☒ Speech-Language Pathology (SLP)*
☒ Nursing (MSN, DNP, PG Cert-FNP, PG Cert-PMHNP)
☐ Physician Assistant (PA)

This Agreement is made and entered into this 22nd day of July, 2026
(**Effective Date**) by and between Alameda Unified School District
hereinafter known as the **Facility** and the **University of St. Augustine for Health Sciences**, hereinafter
known as the **University**.

- *RECITALS* -

The University is a provider of education for PT, OT, SLP, PA and Nursing students in master and doctorate entry-level, and post-professional master, doctorate, graduate certificate, and clinical residency programs. Such programs require in-depth, clinical experience for the students under supervision of competent health care providers in actual clinical conditions.

The Facility is a health care provider, health care practitioner, social service or academic institution and recognizes a benefit in fashioning an environment of collegiality, mentoring and respect for continuing academic efforts and research.

Now therefore, the parties agree as follows,

IT IS AGREED:

1. Duties of the University

- (a) Assume responsibility for continuing compliance with the educational standards of the appropriate

* The Master of Science (M.S.) education program in Speech-Language Pathology {residential Austin, TX; satellite Dallas, TX; satellite San Marcos, CA; satellite St. Augustine, FL; all distance education} at the University of St. Augustine for Health Sciences is accredited by the Council on Academic Accreditation in Audiology and Speech-Language Pathology (CAA) of the American Speech-Language-Hearing Association, 2200 Research Boulevard, #310, Rockville, MD 20850, 800-498-2071 or 301-296-5700.

accreditation and licensing bodies.

- (b) Designate a member of the faculty or staff to communicate with the Facility on all items pertinent to clinical education.
- (c) Notify the Facility about the planned schedule of student assignment, level of academic preparation, length and dates of internship assignments.
- (d) Refer to the Facility only those students who have completed the prerequisite didactic portion of the curriculum applicable to the Facility.
- (e) Inform the student of any specific requirements of the Facility for acceptance, uniform requirements if applicable and the necessity to conform to the standards, practices, policies and procedures of the Facility.
- (f) Require students to complete training on the applicable provisions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320 through d-8 (“HIPAA”), and the requirements of any regulations promulgated there under, including, without limitation, the federal privacy regulations as contained in 45 C.F.R. Part 164 (collectively, the “Regulations”) to the extent such laws and regulations apply during the term hereof. University shall not use or further disclose any protected health information, as defined in 45 C.F.R. 164.504, or individually identifiable health information, as defined in 42 U.S.C. 1320d (collectively, the “Protected Health Information”), other than as permitted by this Agreement and the requirements of HIPAA or the Regulations.
- (g) Require each student to carry a current medical insurance policy and be certified in CPR and first aid (first aid is required for OT, PT and SLP programs, BLS/CPR for Healthcare is required for PA Program) by the American Heart Association, and complete mandatory training in blood borne pathogens (OSHA).
- (h) Obtain and maintain evidence that each student is in good general health, as determined by a physical examination, and that s/he is free from a health impairment, which is of potential risk to a patient or which might interfere with the performance of his/her duties, or any other condition which would interfere with ability to satisfy the requirement(s) of this Agreement and/or potentially create a risk to the health and safety of the Facility, its patients, staff, visitors, and other Affiliates and the student, him/herself.
- (i) Obtain and maintain evidence that each student has received (i) vaccination for measles, mumps and Rubella (MMR) or evidence of immunity through screening blood test and documentation of serologic evidence of immunity; (ii) Hepatitis B series vaccination or written declination, (iii) negative tuberculosis skin or blood testing (chest x-ray where indicated) established prior to clinical placement with annual renewal thereafter via self-assessed questionnaire; (iv) vaccination for Varicella or evidence of immunity screening blood test and documentation of serologic evidence of immunity; (v) Tdap vaccine, (vi) flu shot, and (vii) Texas campus - bacterial meningitis according to the Texas Higher Education Coordinating Board.
- (j) Post-professional OT and PT students must maintain a current license to practice in the state in which the residency is occurring. Nursing students must maintain a current unrestricted registered nurse (RN) license to practice nursing in the state in which the practicum is occurring.
- (k) Obtain and maintain evidence that each student has received a (i) fingerprint report; (ii) background check; and (iii) drug screen.
- (l) The University reserves the right to remove students from the affiliation when the learning experience

does not meet the objectives of the University or if appropriate supervision and mentorship is not provided.

2. Duties of the Facility

- (a) Maintain standards for appropriate health care services, which are conducive to sound educational experiences for students participating in the affiliation.
- (b) Designate an individual who will be responsible for the coordination of services with the University, assisting in maintaining contracts and providing student orientation. Orientation shall include but is not limited to addressing appropriate facility/site specific security and safety measures.
- (c) Designate an individual who is the primary mentor to the student and is responsible for evaluation of student performance and planning clinical experiences. This clinical supervisor shall have at least one year of clinical experience in the area to be supervised. The student will work under the immediate and direct supervision of this individual.
 - Nursing preceptors will have a minimum of a master's degree and one year's experience.
- (d) Students may be assigned to more than one clinical supervisor/preceptor/educator. The facility is responsible for continuity and effective communication between the supervising clinicians to assure an appropriate learning environment and student performance evaluation.
 - Nursing: Designate or approve an individual who is the primary preceptor to the student and is responsible for planning practicum experiences and evaluation of student performance along with the practicum course faculty. This preceptor shall have a minimum of a master's degree and at least one year of specialty experience in the specialty area of the student (e.g., a preceptor serving as a preceptor for a nurse executive student must have at least one year of experience as a nurse executive). The student will work under the supervision of the preceptor.
- (e) Make available to the students the space, facilities, equipment and supplies necessary for rendering Facility directed patient care and treatment, including appropriate PPE as required by the facility and/or by state and federal guidelines.
- (f) Assist students with obtaining emergency medical care if they become ill or injured during their clinical affiliation, if medically appropriate and necessary. The student shall arrange for medical care beyond that of emergency nature. The student shall be responsible for the cost of emergency care and for the cost of any additional medical care beyond that.
- (g) Advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the internship.
- (h) Reserves the right to terminate students from the affiliation who do not comply with the Facility rules and regulations, policies and procedures or who endanger patient health, welfare or safety.
- (i) Will provide the University with a written description of the objectives and the experience being offered. For post-professional students, these objectives are developed by mutual efforts of the facility, the University and the student.
- (j) Permit the student to participate in patient care services to the extent of their skill and training.
- (k) Will assure that equitable practices will be evident when assessing and evaluating student performance.

3. Mutual Duties of the University and the Facility

- (a) Establish the educational objectives for the fieldwork/clinical experience/clinical practicum experience and continually evaluate the effectiveness of the fieldwork/clinical experience/clinical practicum.
- (b) Agree that there shall be no unlawful discrimination concerning the affiliation based upon race, color, ancestry, religion, gender, sexual orientation, age, disability, or veteran status.
- (c) A dispute involving the discipline of a student while participating in a clinical experience shall be jointly addressed by the University clinical education faculty member, clinical supervisor/preceptor and student. The University Catalog/Handbook and Clinical or Fieldwork Education Handbook shall be used as the standard for policies and procedures for any unresolved disputes.
- (d) Each party reserves the right to control the use of any of its copyrighted materials, symbols, trademarks, service marks, and other proprietary rights presently existing or hereafter established. Each party agrees that it will not use such works, symbols, trademarks, service marks, or other devices in advertising, promotional materials or otherwise and that it will not advertise or display such devices without the prior consent of the other party and will cease all such usage immediately upon termination of this Agreement.
- (e) No failure by either party to insist upon strict performance of any covenant, term or condition of this Agreement or to exercise a right or remedy shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each covenant, condition, and term of this Agreement shall continue in full force and effect with respect to any other existing or subsequent breach.
- (f) Nothing in this Agreement shall be construed as creating or giving rise to any right in any third parties or other persons other than the parties hereto.
- (g) Each party shall indemnify, defend and hold the other party harmless from all claims, loss, damage or injury of any kind or character (including, without limitation, attorney fees and costs of defense) to any person or property arising from the performance of the terms and responsibilities under this Agreement caused by the negligent act or omission of the indemnifying party, its agents or employees. Nothing herein is intended or shall be construed to waive the Facility's entitlement to sovereign immunity, if applicable.
- (h) If either the University or the Facility becomes aware of any alleged injury arising out of the care or treatment of any patient in connection with the Program, each party has a duty to give the other party written notice containing the particulars sufficient to identify the name and address of the alleged person, place and circumstances of the alleged incident and addresses of the available witnesses.
- (i) Students assigned to the Facility shall not be considered employees of the Facility.
- (j) The parties in this Agreement are independent contractors and agree and stipulate that this Agreement in no way creates a partnership, joint venture, employment or agency relationship between the parties.
- (k) This Agreement may not be assigned by either party without the express written consent of the other.
- (l) The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed and enforced under and in accordance with the laws of the State.
- (m) Whenever any notice, demand or consent is required or permitted under this Agreement, such notice,

demand or consent shall be written and shall be deemed given when sent by certified mail, return receipt requested.

- (n) The University provides continuing education opportunities to affiliated sites and employees who provide supervisor for students. The clinical site and employees warrant that payments and other things of value provided by the University under his Agreement will be used for the professional benefit of the site or employee and not for the personal benefit of any individual who might influence the awarding of clinical positions for USAHS students.

4. **Insurance**

University and Facility shall always each secure and maintain during the Term of this Agreement, at their respective sole expense, workers’ compensation and employers’ liability insurance covering their respective employees. Such coverage provided by University and Facility may be afforded via commercial insurance or self-insurance at the following limits:

Workers’ Compensation:	Statutory limits
Employers’ Liability:	\$1,000,000 each accident; \$1,000,000 disease policy limit; \$1,000,000 disease each employee
Commercial General Liability	\$1,000,000/\$2,000,000
Business Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage
Professional Liability:	\$1,000,000/\$3,000,000

Both University and Facility agree to endorse such policy to (1) waive subrogation in favor of each other, and (2) have a 30-day notice of cancellation. Such coverage shall be primary and non-contributory. Upon either party’s request, the other party shall provide a certificate of insurance evidencing such coverage.

5. **Renewal, Termination and Modification**

- a. This term of this Agreement shall commence on the Effective Date and continue for a period of five (5) years from the Effective Date (“Initial Term”) unless earlier terminated in accordance with this Agreement or prohibited by state regulation. This Agreement will auto-renew at the end of the Initial Term, and each term thereafter, for additional five-year periods (each a “Renewal Term,” and together with the Initial Term, the “Term”) until terminated in accordance with this Agreement or prohibited by state regulation.
- b. This Agreement may be amended at any time by mutual agreement of the parties, provided that before any amendment shall be operative and valid, it shall have been reduced to writing and signed by both parties.
- c. This Agreement may be terminated at any time by either party after ninety (90) days’ notice of termination is served by one party on the other by US Mail, postage prepaid, Certified Mail, and Return Receipt Requested. Any notice of termination shall not affect the right of students then participating in the clinical program to complete their program.

6. Acceptance of this Agreement

- a. This Agreement shall not be considered accepted, approved or otherwise effective until the statutory or administratively required approvals and certifications, if any, have been given.
- b. This Agreement shall be governed and constituted in accordance with the laws of the State of Texas, and venue shall be in Travis County.
- c. This Agreement and the exhibits attached hereto constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both Parties that expressly references and amends this Agreement.

7. Notices

All notices, or other communications provided for in this Agreement, by either party to the other, shall be in writing and shall be deemed to have been duly given when sent by certified mail, return receipt requested.

If to the University: Ashley Carter, Contract Administrator
or
Kristen Logue, Contract Administrator
Clinical Services Department
University of St. Augustine
1 News Place
St. Augustine, FL 32086

With a copy to: General Counsel, University of St. Augustine for Health Sciences
5401 LaCrosse Avenue, Austin, TX 78739

If to the Facility: Timothy Erwin, Asst. Superintendent, Human Resources
Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

IN WITNESS WHEREOF, the parties have hereunto set their hands and sealed the date and year first above written.

AS TO THE UNIVERSITY:

Signed by:

By: Maria J. Puzziferro
D45D754210DA413...

Maria J. Puzziferro, Ph.D.
Interim Chief Academic Officer (CAO)
University of St. Augustine for Health Sciences

Execution Date:
7/22/2026

AS TO THE FACILITY:

By:

Name:

Title

Execution Date:

By:

Name:

Title

Execution Date:

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of New Job Description and Associated Salary Schedule: Director of Construction

Item Type: Consent

Background: Staff is requesting Board approval of two revised classifications within the Facilities/Construction Department:

1. Director of Construction
2. Senior Construction Project Manager (*separate agenda item*)

These classifications do not represent additional staffing and will not increase the overall number of authorized positions within the District. Rather, they are being established to provide greater organizational flexibility in meeting the District's construction and facilities management needs while maintaining fiscal neutrality.

The Director of Construction classification will replace the existing Senior Director of Construction position. The revised classification structure better aligns organizational responsibilities with current operational needs while preserving effective oversight of the District's facilities and construction programs.

The Director of Construction shall be placed on Range 1 of the Administrative/Supervisory Salary Schedule and is a 261-day position.

The job description and a revised salary schedule with the new job title is attached.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

	Description	Upload Date	Type
▣	New Job Description: Director of Construction	8/6/2026	Backup Material
▣	AUSD Administrative/Supervisory Salary Schedule	8/6/2026	Backup Material

Title:	Director of Construction	Reports To:	Assistant Superintendent of Business Services	
Department:	Construction/Bond	Bargaining Unit/Employee Group:	☐ CSEA 860 ☐ CSEA 27 ☐ AEA	☒ Management ☐ Confidential ☐ Unrepresented
Hours:	Full-Time	No. of Work Days:	261	
FLSA Classification:	☒ Exempt ☐ Non Exempt	Type:	☐ Reclassification ☐ Update of job description ☒ New job description	
Salary Schedule:	☐ Contract ☐ Executive Cabinet ☒ Administrative/Supervisory - Range 1 ☐ Confidential		☐ Licensed ☐ Unrepresented ☐ CSEA 27 ☐ CSEA 860 ☐ AEA	

DEFINITION

Under direction of the Assistant Superintendent of Business Services, responsible for the planning, organization, coordination, and implementation of construction, reconstruction, modernization, maintenance alteration projects, relocation of school buildings and facilities, and other capital outlay projects, including design, financing, and construction. Included is administrative leadership, direction, and oversight of all aspects for the district's bond programs. Responsible for preparation, presentation, execution, monitoring, and evaluation of operating and capital budgets for district facilities and bond projects. Performs related duties as assigned.

ESSENTIAL FUNCTIONS

This description reflects the principal job elements and is not intended to be an exhaustive list of all required duties, knowledge, or abilities.

- Provides management, direction, and supervision of bond funds for facilities improvement.
- Provides administrative oversight of construction activities and ensures projects are completed in accordance with District goals, approved budgets, established schedules, and regulatory requirements.
- Reviews plans, inspects construction projects, and makes recommendations to ensure compliance with legal requirements, construction project drawings, and specifications.
- Analyzes data (e.g., school boundaries, enrollment projections, educational specifications, etc.) for the purpose of providing recommendations and approval of school sites; planning and design of school facilities.
- Works independently under broad organizational policies to achieve organizational objectives.
- Prepares written materials (e.g., operational budgets, bid specifications, contracts,

correspondence, memos, etc.) for the purpose of documenting activities, providing written references, and/or conveying information related to construction project(s).

- Supervises the use of funds from multiple resources to complete assigned projects and support district objectives.
- Facilitates communications between personnel, students, parents, and/or the public for the purpose of evaluating situations, solving problems, and/or resolving conflicts.
- Responsible for district's bond program management.
- Collaborates with district administrators and personnel for the purpose of overseeing facility and bond projects.
- Works effectively with key external stakeholders and partners (e.g., City and County staff and officials, bond credit rating agencies, citizen advisory groups) and serves as a key spokesperson and primary District representative regarding fiscal issues to such stakeholders.
- Attends meetings as assigned to provide technical leadership and be an informational resource to the community.
- Trains, directs, guides, coaches, evaluates, supports, and disciplines assigned staff.
- Attends training workshops and professional development, as appropriate.
- Attends Board of Education meetings and coordinates appropriate presentations.
- Collaborates effectively with executive staff, site and central administrators, and the Board of Education in District-wide comprehensive planning and policy implementation to ensure effective utilization and maintenance of real property assets.
- Provides program direction and leadership in the overall planning, financing, and construction processes of a major, multi-year, District-wide program of facility construction and renovation.
- Prepares reports, project status updates, public meeting presentations, and other communications to inform the Board of Trustees, the independent citizens' oversight committee, District administration and staff, and the public regarding progress of planning, construction, and implementation of the District's Facilities Master Plan.
- Attends various meetings (e.g., Board meetings and workshops, oversight committee meetings, construction meetings, trainings, hearings, risk management, safety, etc.) for the purpose of addressing liability concerns, providing and receiving information.
- Directs projects for the purpose of prioritizing work deadlines and ensuring optimal utilization of personnel and project funding.
- Evaluates assigned personnel for the purpose of ensuring that standards are achieved and performance is maximized.
- Inspects or directs the inspection of new construction, repair work, projects, equipment for the purpose of ensuring that jobs are completed efficiently, approving payment requests, inspections reports, and specifications for major capital improvements within local, State, and/or Federal regulations.
- Performs a variety of personnel functions (e.g., interviewing, hiring, evaluating, training, staffing, scheduling, motivating, supervising, etc.) for the purpose of providing efficient departmental operations throughout the District.
- Prepares various documents (e.g., annual budget, cost estimates, departmental budgets, equipment and materials, time studies, productivity and evaluation reports, construction schedules, contract specifications, etc.) for the purpose of providing necessary information to state/federal agencies and appropriate district personnel, and/or developing construction contracts.
- Presents various programs for the purpose of informing staff of appropriate procedures and

safety practices.

- Recommends new hires, promotions, terminations, and transfers for the purpose of maintaining staffing needs and productivity levels of the workforce.
- Researches new products, laws, materials, equipment, supplies, regulations, etc. for the purpose of recommending purchases, contracts, and ensuring completion of project planning and construction.
- Serves as the District's representative for District-wide construction projects (e.g., capital, deferred maintenance, etc.) for the purpose of ensuring delivery of services in conformance with District objectives.
- Works with vendors and State agencies to maximize State funding for the District.
- Coordinates and applies for State funding on qualified projects.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Thorough understanding of school district operations and issues including policies, politics, education practices, and funding
- Commitment to the mission of a public school system focused on providing equitable opportunities and outcomes for all students
- Significant experience in design and construction of K-12 educational facilities
- Demonstrated record of successful leadership, particularly in the area of facilities services, in a large, complex, and culturally diverse organization
- Demonstrated management ability and a record of leading teams to excellent outcomes
- Ability to work effectively across multiple functions and roles (e.g., customers, policy-makers, supervisors, direct and indirect reports, peers/colleagues, external stakeholders) within a complex organization
- Excellent written and verbal communication skills, including the ability to convey information to a variety of audiences (e.g., large groups, staff meetings, executive briefings, public board meetings, memos)
- Strong conceptual, analytic, and organizational skills necessary to inform strategy development and execution
- Strong project management skills and experience with technology and business processes/systems
- Demonstrated financial management experience, including planning and overseeing implementation of significant capital and operating budgets
- Building construction methods, materials, tools, terminology, applicable codes, ordinances, and regulations
- Planning, organizing, preparation of cost estimates and specifications of construction projects

Ability to:

- Meet District standards of professional attitude as outlined in the Code of Ethics for Management Employees.
- Maintain current knowledge of State of California Education code, building code, OSHA regulations, and other construction rules and regulations.
- Research and analyze data and produce a variety of reports.
- Create, explain, and implement construction policies and procedures.
- Conceptualize and work at detail level.

- Use appropriate judgment in diverse and emergency situations.
- Schedule a significant number of activities; meetings and/or events; routinely gather, collate, and/or classify data; and use job-related equipment.
- Independently work with others in a wide variety of circumstances; analyze data utilizing a variety of complex processes; and operate equipment using standardized methods.
- Work with a significant diversity of individuals and/or groups; work with data of widely varied types and/or purposes. Identify issues and create action plans.
- Problem solve data that requires following prescribed guidelines and utilizing a variety of types of job-related equipment.

Education and Experience:

- High School Diploma required; Bachelor's Degree desired; three to five years of experience in building construction work with management or supervisory experience may be considered in determining college equivalency

Licenses and Certifications:

- CA Driver's License

SUPERVISES

- All personnel responsible for construction of projects

PHYSICAL DEMANDS

Frequency Key: None (N); Occasional - up to 25% of shift (O); Intermittently – up to 50% of shift (I); Frequently – up to 75% of shift (F).

Activity	Frequency		Activity	Frequency
Bend	I		Lift/carry 0-10 lbs	F
Twist	O		Lift/carry 11-25 lbs	I
Squat	I		Lift/carry 26-40 lbs	O
Kneel	I		Lift/carry 41-100 lbs	N
Climb	O		Stand	I
Reach above shoulder	I		Walk	I
Grip/Grasp	F		Sit	F
Extend/Flex Neck	O		Drive	O
Use Dominant Hand	F		Perform Repetitive Hand Motions	F
Use Non-Dominant Hand	O		Keyboarding/Mouse Work	F
Ability to See	F		Ability to Hear	F

ENVIRONMENTAL ELEMENTS

Employees primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees occasionally work outdoors and are exposed to dust, fumes, allergens, vermin, parasites, or insects.

THE ALAMEDA UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER and, in compliance with federal and state laws, does not discriminate in any employment practice on the basis of age, ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex.

Executive Cabinet/Administrative and Supervisory/Confidential/Licensed/Unrepresented
2026-2027 Salary Schedule
Base 1/1/2026 with 3% Increase Effective 7/1/2026

Any exempt employee on this schedule with a Master's or PhD Degree is eligible for the following stipends:

Master's Stipend
PhD Stipend

\$2,413.83
\$2,413.83

annually
annually

(1.75% of Step A, Principal - Elementary)
(1.75% of Step A, Principal - Elementary)

Timebase: Annual

Group	Position	Range	Work Days	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Supt	Superintendent (Contract Based)	Supt	261	364,935.45						
Exec. Cabinet	Asst. Supt. Business Services; Asst. Supt. Human Resources; Asst. Supt. Education Services, General Counsel	Ex.Cabinet	261	237,682.26	244,999.86	252,537.00	260,300.25	268,296.38	279,296.33	284,826.98
Administrative and Supervisory/Unrepresented	Senior Director of Construction;	1A	261	166,196.04	174,505.68	183,230.38	192,392.55	202,011.75	210,171.55	218,662.49
	Senior Director for Equity and African American Student Achievement; Senior Director of Sped	1A	225	166,196.04	174,505.68	183,230.38	192,392.55	202,011.75	210,171.55	218,662.49
	Director of Elementary Ed; Secondary Ed; Certificated Personnel	1	225	158,282.82	165,743.40	173,578.95	181,802.20	190,438.74	201,559.35	205,670.99
	Director of Fiscal Services; Maintenance, Operations, Facilities; Classified Personnel; Food Services; Management Information Services; Construction	1	261	158,282.82	165,743.40	173,578.95	181,802.20	190,438.74	201,559.35	205,670.99
	Principal 9-12 High School, 6-12 High School	2	220	156,736.79	164,135.27	171,904.87	180,063.07	188,628.89	199,659.43	203,733.01
	Senior Manager Community Affairs; Assessment & Research	3	261	151,898.89	159,056.67	166,572.06	174,462.98	182,749.12	193,424.73	197,374.84
	Principal - Continuation High School; Early College; Middle School	4	210	145,392.21	152,224.44	159,398.67	166,931.08	174,840.65	185,037.75	188,821.75
	Coordinator - Sped	5	215	138,893.19	145,400.14	152,232.69	159,406.60	166,939.59	176,657.90	180,276.01
	Coordinator - Certificated	5	225	138,893.19	145,400.14	152,232.69	159,406.60	166,939.59	176,657.90	180,276.01
	Coordinator - Classified; Senior Construction Project Manager	5	261	138,893.19	145,400.14	152,232.69	159,406.60	166,939.59	176,657.90	180,276.01
	Asst. Principal 9-12 High School; 6-12 High School; District Athletic Director	6	210	138,156.45	144,627.76	151,420.76	158,554.90	166,044.57	175,708.96	179,308.25
	Principal - Elementary School; Adult School	7	206	137,933.03	144,392.32	151,174.55	158,295.28	165,772.01	175,420.09	179,013.69
	Assistant Principal - Middle School; Dean - Student Support Services	8	205	132,839.87	139,044.16	145,558.50	152,399.00	159,580.90	168,855.04	172,318.59
	Coordinator Bus. Services; Technology Systems Manager; Acct/Purch Manager; Construction Proj Manager; Facilities Maint. Mgr.;Facilities Ops. Mgr.	11	261	125,214.40	131,043.44	137,163.41	143,589.97	150,337.72	159,057.50	162,327.06
	Assistant Principal - Elementary; Program Manager	13	195	123,576.66	129,367.68	135,448.15	141,833.05	148,536.59	157,194.73	160,479.71
	SpEd Program Specialist	14	195	110,943.58	116,070.44	121,449.90	127,104.10	133,037.48	140,721.14	143,632.45
	Accounting Supervisor; Senior Accountant/Buyer, Benefits Specialist; CTE Pathway Specialist	16	261	105,531.84	110,376.03	115,463.15	120,804.45	126,412.79	133,685.21	136,452.32
Confidential	Senior Executive Assistant - Superintendent	15	261	106,676.52	111,606.21	116,778.74	122,215.48	127,920.65	135,308.78	138,108.13
	Executive Assistant - Business Services; Educational Services	17B	261	93,780.12	98,000.25	102,410.24	107,018.70	111,834.52	118,035.79	120,408.28
	Adm Asst-Bus Svc; Adm Asst-HR; Administrative Secretary Ed Svcs	18	261	86,745.62	90,709.35	94,815.76	99,125.03	103,654.93	109,544.02	111,833.13
Licensed	Behavior Specialist*	19	195 (*217.5)	126,786.89	132,688.63	138,884.96	145,391.64	152,223.91	161,052.36	164,361.41
	Occupational Therapist*	20	190 (*212.5)	94,672.48	99,038.83	103,595.48	108,350.67	113,313.19	119,737.46	122,228.34

(*in addition to work days Salary incl. 8 Vac. And 14.5 paid Holidays)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of New Job Description and Associated Salary Schedule: Senior Construction Project Manager

Item Type: Consent

Background: Staff is requesting Board approval of two revised classifications within the Facilities/Construction Department:

1. Senior Construction Project Manager
2. Director of Construction (*separate agenda item*)

These classifications do not represent additional staffing and will not increase the overall number of authorized positions within the District. Rather, they are being established to provide greater organizational flexibility in meeting the District's construction and facilities management needs while maintaining fiscal neutrality.

The Senior Construction Project Manager classification will augment the District's existing Construction Project Manager position. The classification provides flexibility to recruit and retain highly qualified staff when the scope, complexity, and scale of District construction activities warrant a higher level of project management expertise.

The Senior Construction Project Manager shall be placed on Range 5 of the Administrative/Supervisory Salary Schedule and is a 261-day position.

The job description and a revised salary schedule with the new job title is attached.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Timothy Erwin, Assistant Superintendent, Human Resources

ATTACHMENTS:

	Description	Upload Date	Type
▢	New Job Description: Senior Construction Project Manager	8/6/2026	Backup Material
▢	AUSD Administrative/Supervisory Salary Schedule	8/6/2026	Backup Material

Title:	Senior Construction Project Manager	Reports To:	Director of Construction	
Department:	Construction/Bond	Bargaining Unit/Employee Group:	☐ CSEA 860 ☐ CSEA 27 ☐ AEA	☒ Management ☐ Confidential ☐ Unrepresented
Hours:	Full-Time	No. of Work Days:	261	
FLSA Classification:	☒ Exempt ☐ Non Exempt	Type:	☐ Reclassification ☐ Update of job description ☒ New job description	
Salary Schedule:	☐ Contract ☐ Executive Cabinet ☒ Administrative/Supervisory - Range 5 ☐ Confidential		☐ Licensed ☐ Unrepresented ☐ CSEA 27 ☐ CSEA 860 ☐ AEA	

DEFINITION

Under general administrative direction, responsible for the coordination and organization of construction, reconstruction, modernization, maintenance alteration projects, relocation of school buildings and facilities, and other capital outlay projects; supervises Maintenance staff regarding projects, work orders and maintenance. Assists in the District's facility planning process. Serves as the district's lead project manager for assigned capital improvement projects.

ESSENTIAL FUNCTIONS

This description reflects the principal job elements and is not intended to be an exhaustive list of all required duties, knowledge, or abilities.

- Reviews plans, inspects construction projects, and makes recommendations to ensure compliance with legal requirements, construction project drawings, and specifications.
- Coordinates activities (e.g., systemic renovations, inspections, contractor and architect meetings, permitting activities, bidding calendars, mandated reports, etc.) for the purpose of ensuring that all phases of construction projects are completed within budget and specifications.
- Reviews project schedules and construction progress and recommends corrective actions when necessary.
- Provides technical leadership and guidance to project inspectors, consultants, and assigned project personnel.
- Serves as lead coordinator for major capital improvement construction and maintenance projects.
- Informs District officials of status of construction projects through conferences and written reports.
- Provides personal and continuous inspection through all stages of construction to ensure that requirements of the approved plans and specifications are being completely executed.
- Notifies commissioned architects, engineers, and appropriate administrative officials of any material or workmanship which does not meet specifications.

- Prepares analysis and reports on engineering and construction problems.
- Develops a comprehensive inventory of all District building systems and makes recommendations for short and long range life cycle replacement programs.
- Prepares and provides explanations on proposed and on-going building program activities before public groups and official bodies.
- Serves as liaison between District administrators, construction inspectors, architects and contractors, planning and construction agencies.
- Conducts investigations and make recommendations in connection with planning, design, construction, change orders, design modifications, and contract administration for the District building program.
- Coordinates activities on facility and maintenance projects from design through occupancy.
- Meets and confers with appropriate officials in State, County, and City Government and makes professional recommendations to ensure compliance with laws and regulations governing financing, planning, and construction of school facilities.
- Supervises and evaluates assigned personnel.
- Bids Construction Projects.
- Performs other related duties as assigned.

QUALIFICATIONS

Knowledge of:

- Building construction methods and materials
- Preparation of cost estimates and specifications
- Methods, materials, tools, and terminology used in the building trades
- Applicable codes, ordinances, and regulations
- Planning and organizing constructions projects
- Methods, practices, and procedures for construction and building program activities
- Computers, spreadsheets and word processing programs
- Cost control
- Management and personnel practices and principles and supervision and evaluation techniques
- Verbal and written communication skills
- Data collection, analytical methods and procedures
- Report writing and record-keeping technique

Ability to:

- Meet District standards of professional attitude as outlined in the Code of Ethics for Management Employees.
- Plan, organize, and administer activities related to construction projects.
- Read and interpret construction specifications, architectural drawings, diagrams, and schematics.
- Coordinate and inspect construction and maintenance projects.
- Analyze saturations and develop appropriate recommendations.
- Plan and schedule construction and maintenance activities for optimum efficiency.
- Maintain current knowledge of State of California Education code, building code, OSHA regulations and other construction rules and regulations.
- Plan, organize, and coordinate construction and maintenance projects.

- Research and analyze data, and produce a variety of reports.
- Read, understand, explain, and implement construction policies and procedures.
- Conceptualize and work at detail level.
- Use appropriate judgment in diverse and emergency situations.

Education and Experience:

- High School Diploma required; Bachelor's Degree desired, three to five years of experience in building construction work with management or supervisory experience may be considered in determining college equivalency
- General contractor license

Licenses and Certifications:

- CA Driver's License

SUPERVISES

All personnel responsible for maintenance and construction of projects

PHYSICAL DEMANDS

Frequency Key: None (N); Occasional - up to 25% of shift (O); Intermittently – up to 50% of shift (I); Frequently – up to 75% of shift (F).

Activity	Frequency		Activity	Frequency
Bend	I		Lift/carry 0-10 lbs	F
Twist	O		Lift/carry 11-25 lbs	I
Squat	I		Lift/carry 26-40 lbs	O
Kneel	I		Lift/carry 41-100 lbs	N
Climb	O		Stand	I
Reach above shoulder	I		Walk	I
Grip/Grasp	F		Sit	F
Extend/Flex Neck	O		Drive	O
Use Dominant Hand	F		Perform Repetitive Hand Motions	F
Use Non-Dominant Hand	O		Keyboarding/Mouse Work	F
Ability to See	F		Ability to Hear	F

ENVIRONMENTAL ELEMENTS

Employees primarily work in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees occasionally work outdoors and are exposed to dust, fumes, allergens, vermin, parasites, or insects.

THE ALAMEDA UNIFIED SCHOOL DISTRICT IS AN EQUAL OPPORTUNITY EMPLOYER and, in compliance with federal and state laws, does not discriminate in any employment practice on the basis of age, ancestry, color, marital status, medical condition, national origin, political or union affiliation, physical or mental disability, race, religion, sexual orientation or sex.

Any exempt employee on this schedule with a Master's or PhD Degree is eligible for the following stipends:

Master's Stipend
PhD Stipend

\$2,413.83
\$2,413.83

annually
annually

(1.75% of Step A, Principal - Elementary)
(1.75% of Step A, Principal - Elementary)

Timebase: Annual

Group	Position	Range	Work Days	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Supt	Superintendent (Contract Based)	Supt	261	364,935.45						
Exec. Cabinet	Asst. Supt. Business Services; Asst. Supt. Human Resources; Asst. Supt. Education Services, General Counsel	Ex.Cabinet	261	237,682.26	244,999.86	252,537.00	260,300.25	268,296.38	279,296.33	284,826.98
Administrative and Supervisory/Unrepresented	Senior Director of Construction;	1A	261	166,196.04	174,505.68	183,230.38	192,392.55	202,011.75	210,171.55	218,662.49
	Senior Director for Equity and African American Student Achievement; Senior Director of Sped	1A	225	166,196.04	174,505.68	183,230.38	192,392.55	202,011.75	210,171.55	218,662.49
	Director of Elementary Ed; Secondary Ed; Certificated Personnel	1	225	158,282.82	165,743.40	173,578.95	181,802.20	190,438.74	201,559.35	205,670.99
	Director of Fiscal Services; Maintenance, Operations, Facilities; Classified Personnel; Food Services; Management Information Services; Construction	1	261	158,282.82	165,743.40	173,578.95	181,802.20	190,438.74	201,559.35	205,670.99
	Principal 9-12 High School, 6-12 High School	2	220	156,736.79	164,135.27	171,904.87	180,063.07	188,628.89	199,659.43	203,733.01
	Senior Manager Community Affairs; Assessment & Research	3	261	151,898.89	159,056.67	166,572.06	174,462.98	182,749.12	193,424.73	197,374.84
	Principal - Continuation High School; Early College; Middle School	4	210	145,392.21	152,224.44	159,398.67	166,931.08	174,840.65	185,037.75	188,821.75
	Coordinator - Sped	5	215	138,893.19	145,400.14	152,232.69	159,406.60	166,939.59	176,657.90	180,276.01
	Coordinator - Certificated	5	225	138,893.19	145,400.14	152,232.69	159,406.60	166,939.59	176,657.90	180,276.01
	Coordinator - Classified; Senior Construction Project Manager	5	261	138,893.19	145,400.14	152,232.69	159,406.60	166,939.59	176,657.90	180,276.01
	Asst. Principal 9-12 High School; 6-12 High School; District Athletic Director	6	210	138,156.45	144,627.76	151,420.76	158,554.90	166,044.57	175,708.96	179,308.25
	Principal - Elementary School; Adult School	7	206	137,933.03	144,392.32	151,174.55	158,295.28	165,772.01	175,420.09	179,013.69
	Assistant Principal - Middle School; Dean - Student Support Services	8	205	132,839.87	139,044.16	145,558.50	152,399.00	159,580.90	168,855.04	172,318.59
	Coordinator Bus. Services; Technology Systems Manager; Acct/Purch Manager; Construction Proj Manager; Facilities Maint. Mgr.;Facilities Ops. Mgr.	11	261	125,214.40	131,043.44	137,163.41	143,589.97	150,337.72	159,057.50	162,327.06
	Assistant Principal - Elementary; Program Manager	13	195	123,576.66	129,367.68	135,448.15	141,833.05	148,536.59	157,194.73	160,479.71
	SpEd Program Specialist	14	195	110,943.58	116,070.44	121,449.90	127,104.10	133,037.48	140,721.14	143,632.45
	Accounting Supervisor; Senior Accountant/Buyer, Benefits Specialist; CTE Pathway Specialist	16	261	105,531.84	110,376.03	115,463.15	120,804.45	126,412.79	133,685.21	136,452.32
Confidential	Senior Executive Assistant - Superintendent	15	261	106,676.52	111,606.21	116,778.74	122,215.48	127,920.65	135,308.78	138,108.13
	Executive Assistant - Business Services; Educational Services	17B	261	93,780.12	98,000.25	102,410.24	107,018.70	111,834.52	118,035.79	120,408.28
	Adm Asst-Bus Svc; Adm Asst-HR; Administrative Secretary Ed Svcs	18	261	86,745.62	90,709.35	94,815.76	99,125.03	103,654.93	109,544.02	111,833.13
Licensed	Behavior Specialist*	19	195 (*217.5)	126,786.89	132,688.63	138,884.96	145,391.64	152,223.91	161,052.36	164,361.41
	Occupational Therapist*	20	190 (*212.5)	94,672.48	99,038.83	103,595.48	108,350.67	113,313.19	119,737.46	122,228.34

(*in addition to work days Salary incl. 8 Vac. And 14.5 paid Holidays)

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Quarterly Report on Williams Uniform Complaints: April - June 2026

Item Type: Consent

Background: The Board of Education's approval is needed by the Alameda County Office of Education on the quarterly reporting of complaints received under the Valenzuela/CAHSEE Lawsuit Settlement – Williams Uniform Complaints.

There were no Williams Uniform Complaints during the quarter ending June 30, 2026.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
▢	Williams Quarterly Report_April-June 2026_8.11.26 BOE	8/3/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2026-2027.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2026-27 School Year

Item Type: Consent

Background: This resolution appoints co-chairs and members of the Pupil Disciplinary Hearing Panel(s) for the 2026-27 school year. This group forms an impartial administrative hearing panel for the purpose of imposing suspensions, conducting pupil expulsion hearings, and performing duties prescribed pursuant to Education Code 48918 and in Administrative Bulletin 5144.1.

The panel shall be comprised of the following appointees:

Rahima Abdel-Hamid Alexander Harp Greg Sahakian
Danielle Bouchard Chiharu Kitchens Sheila SatheWarner
Maunuelele Cardenas Michael Lee Mark Segado
Tracy Corbally Jean Liu Jabari Snowden
Brian Dodson Jessica Lucio Kirstin Snyder
Bryan Dunn-Ruiz Jorge Melgoza Jorge Wahner
Holly Ellison Tri Nguyen Yordanos Weldeghiorgis
Cassie Ferguson Nicole Orlando Timothy Zolezzi
Juan Flores Karen Ringewald
Jaqueline Gerosolimo Sherry Rouse

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all

English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
□ Resolution No. 2026-2027.01 Appointing Co-Chairs and Members of the Pupil Disciplinary Hearing Panel(s) for the 2026-27 School Year_8.11.26 BOE	8/3/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 11, 2026

Resolution No. 2026-2027.01

**Resolution Appointing Co-Chairs and Members of the
Pupil Disciplinary Hearing Panel(s) for the 2026-27 School Year**

WHEREAS, Education Code Section 48918 gives the governing board the power to impose suspensions and expulsions upon a pupil pursuant to law; and

WHEREAS, pursuant to Education Code Section 48918(d), the governing board established an impartial administrative hearing panel to conduct pupil expulsion hearings and to perform, at minimum, those duties prescribed pursuant to Education Code Section 48918 and in Administrative Bulletin 5144.1, respectively;

NOW, BE IT RESOLVED, that the Governing Board of Alameda Unified School District hereby appoints the following administrators as members and co-chairs of the impartial administrative hearing panel, commonly known as the Pupil Disciplinary Hearing Panel, pursuant to Education Code Section 48918, for school year 2025-2026, effective August 11, 2026:

Rahima Abdel-Hamid	Alexander Harp	Greg Sahakian
Danielle Bouchard	Chiharu Kitchens	Sheila SatheWarner
Maunuelete Cardenas	Michael Lee	Mark Segado
Tracy Corbally	Jean Liu	Jabari Snowden
Brian Dodson	Jessica Lucio	Kirstin Snyder
Bryan Dunn-Ruiz	Jorge Melgoza	Jorge Wahner
Holly Ellison	Tri Nguyen	Yordanos Weldeghiorgis
Cassie Ferguson	Nicole Orlando	Timothy Zolezzi
Juan Flores	Karen Ringewald	
Jaqueline Gerosolimo	Sherry Rouse	

BE IT FURTHER RESOLVED, that each appointee shall serve in their respective capacity until his or her successor is appointed;

BE IT FURTHER RESOLVED, that all prior appointments are hereby superseded by this action; and

BE IT FURTHER RESOLVED, that one or more divisions of the Panel, composed of three duly appointed certificated members each, shall be convened as the caseload warrants.

PASSED AND ADOPTED by the following votes this 11th day of August 2026:

AYES:_____MEMBERS:_____

NOES:_____MEMBERS:_____

ABSENT:_____MEMBERS:_____

Ryan LaLonde, President
Board of Education
Alameda Unified School District
Alameda County, State of California

ATTEST:

By:_____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District Alameda
County, State of California

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2026-2027.02 Approval of Budget Transfers, Increases, Decreases

Item Type: Consent

Background: After adopting the fiscal year budget, it is often necessary to make budgetary transfers and revisions. Budget transfers allow the redistribution of funds as needs and plans change, and budget revisions allow the district to increase or decrease funds based on entitlements and grants received.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Will increase revenues and expenditures in the District in the amount of \$37,969.04.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
❑ Attachment A	8/4/2026	Backup Material
❑ Resolution No. 2026-2027.02	8/5/2026	Resolution Letter

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda HS	Donations	\$ 21,220.74
ASTI	Donations	\$ 90.00
Bay Farm	Donations	\$ 227.20
Ed Services	Donations	\$ 500.00
Encinal Jr-Sr HS	Donations	\$ 4,286.00
Island HS	Donations	\$ 642.00
Lincoln MS	Donations	\$ 2,306.02
Otis	Donations	\$ 443.07
Special Ed	Donations	\$ 25.00
Technology	Donations	\$ 30.00
Wood MS	Donations	\$ 8,199.01

Total Donations \$ 37,969.04

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 11, 2026

Resolution No. 2026-2027.02

Approval of Budget Transfers, Increases, Decreases

WHEREAS, the state statute require budget appropriations to be adopted by the Board of Education in the following object codes:

1000 Certificated Salaries
2000 Classified Salaries
3000 Employee Benefits
4000 Books and Supplies
5000 Services and Other Operating Expense
6000 Capital Outlay
7000 Other Sources and Uses

AND, WHEREAS, the Board of Education desires to change the adopted appropriations;

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per Attachment A.

PASSED AND ADOPTED by the following vote this 11th day of August, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Ryan LaLonde, President
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2026-2027.03 Authorization to Dispose of Surplus Property

Item Type: Consent

Background: Education Code Sections 17545 and 17546 permit the Board of Education, through its designated agent, to legally dispose of surplus equipment that is either obsolete or in disrepair, and thus should be removed from district inventory.

Exhibits A-F list items that are either damaged, obsolete, or no longer needed by the district, as well as materials that should be stored or transferred and are not currently required at the site.

Approval of Resolution No. 2026-2027.03 will authorize staff to transfer or dispose of these items in the most appropriate manner, in accordance with Administrative Regulation 3270: Sale and Disposal of Books, Equipment, and Supplies.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2026-2027.03	8/4/2026	Resolution Letter
☐ Exhibit A	8/4/2026	Exhibit
☐ Exhibit B	8/4/2026	Exhibit
☐ Exhibit C	8/4/2026	Exhibit
☐ Exhibit D	8/4/2026	Exhibit
☐ Exhibit E	8/4/2026	Exhibit
☐ Exhibit F	8/4/2026	Exhibit

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 11, 2026

Resolution No. 2026-2027.03

Authorization to Dispose of Surplus Property

WHEREAS, the state requires a resolution to be adopted by the Board of Education for the property transfer or retirement of used and obsolete equipment used in Maintenance, Operations, and Facilities, Food Services, or Technology as listed in:

Exhibits A, B, C, D, E & F - Property Transfer or Retirement Form

AND WHEREAS, the Board of Education desires to change the adopted appropriations,

NOW, THEREFORE, BE IT RESOLVED that the changes be made to the adopted appropriations as per the Exhibit.

PASSED AND ADOPTED by the following vote this 11th day of August, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Ryan LaLonde, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☐ Waste ☒ **Recycle**

Current Location

Maya Lin Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	white shelf	None	None	3 - Retire/Poor

Submitter Signature

noel wiley

Approvals

Site Admin Signature

Karen Ringwald

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Wiley, Noel

Date Submitted: 6/12/2026

Form #: 90782

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☒ **Waste** ☐ Recycle

Current Location

Edison Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Cabinet	N/A	N/A	3 - Retire/Poor

Submitter Signature

*Nicci Woodward***Approvals**

Site Admin Signature

Gregory A Sahakian

Director Signature

Brian Addicott

Asst. Superintendent Signature

*Shahiq Khan***Submitted By: Woodward, Nicci****Date Submitted: 6/12/2026****Form #: 90788**

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☒ **Waste** ☐ Recycle

Current Location

Edison Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
2	Sands for hand sanitizers	N/A	N/A	3 - Retire/Poor
1	Chair	n/a	n/a	2 - Fair

Submitter Signature

Nicci Woodward

Approvals

Site Admin Signature

Gregory A Sahakian

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khar

Submitted By: Woodward, Nicci

Date Submitted: 6/12/2026

Form #: 90778

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☒ **Waste** ☐ Recycle

Current Location

Lincoln Middle School

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Desk	N/A	102575	3 - Retire/Poor
1	Cabinet	N/A	N/A	3 - Retire/Poor

Submitter Signature

Joan Hulihan

Approvals

Site Admin Signature

Sheila Satho Warner

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Hulihan, Joan

Date Submitted: 6/12/2026

Form #: 90785

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☒ **Transfer** ☐ Waste ☐ Recycle

Current Location

Alameda Science and Technology Institute

New Location

Maya Lin Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Red Cart	n/a	n/a	2 - Fair

Submitter Signature

Jasmina Balic

Approvals

Site Admin Signature

Tracy corbally

Receiving Site Signature

Karen Ringwald

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Balic, Jasmina

Date Submitted: 6/12/2026

Form #: 90790

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☒ **Waste** ☐ Recycle

Current Location

District Office- Food Services

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Food Warmer - Alameda High School	N/A	05752	3 - Retire/Poor

Submitter Signature

Alexander Assia

Approvals

Site Admin Signature

James Assia

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Assia, Alexander

Date Submitted: 6/23/2026

Form #: 91309

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: 45-Day Budget Revision, Update on the Enacted State Budget for Fiscal Year 2026-2027, and Approval of Resolution No. 2026-2027.04 Designating Certain General Funds as Committed Fund Balance (10 Min/Action)

Item Type: Action

Background: The District adopted its Fiscal Year (FY) 2026-2027 budget on June 23, 2026, based on the Governor's revised budget proposal, commonly known as the May Revision.

On June 29, 2026, the Governor signed the FY 2026-2027 State Budget. The final budget includes policy changes affecting unrestricted revenues and several new categorical funding programs.

For informational purposes, Shariq Khan, Assistant Superintendent of Business Services, will provide an update on the policy changes and new programs included in the State's adopted budget and discuss their impact on the District's FY 2026-2027 budget.

For action, staff recommends approval of Resolution No. 2026-2027.04, Designating Certain General Funds as Committed Fund Balance. The resolution authorizes the Superintendent or designee to commit funds for specific purposes during the 2026-2027 fiscal year. If approved, Resolution No. 2026-2027.04 will supersede Resolution No. 2025-2026.81, Designating Certain General Funds as Committed Fund Balance, which was adopted in conjunction with the FY 2026-2027 budget on June 23, 2026.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Other

This item is presented for information and action.

AUSD Guiding Principle: #5 - Accountability, transparency, and trust are necessary at all levels of the organization. | #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Presentation: 45-Day Budget Revision	8/6/2026	Presentation
☐ Resolution No. 2026-2027.04	8/5/2026	Resolution Letter

Budget & LCAP Adoption Process

45-Day Budget Update Fiscal Year 2026-2027

August 11, 2026

Agenda

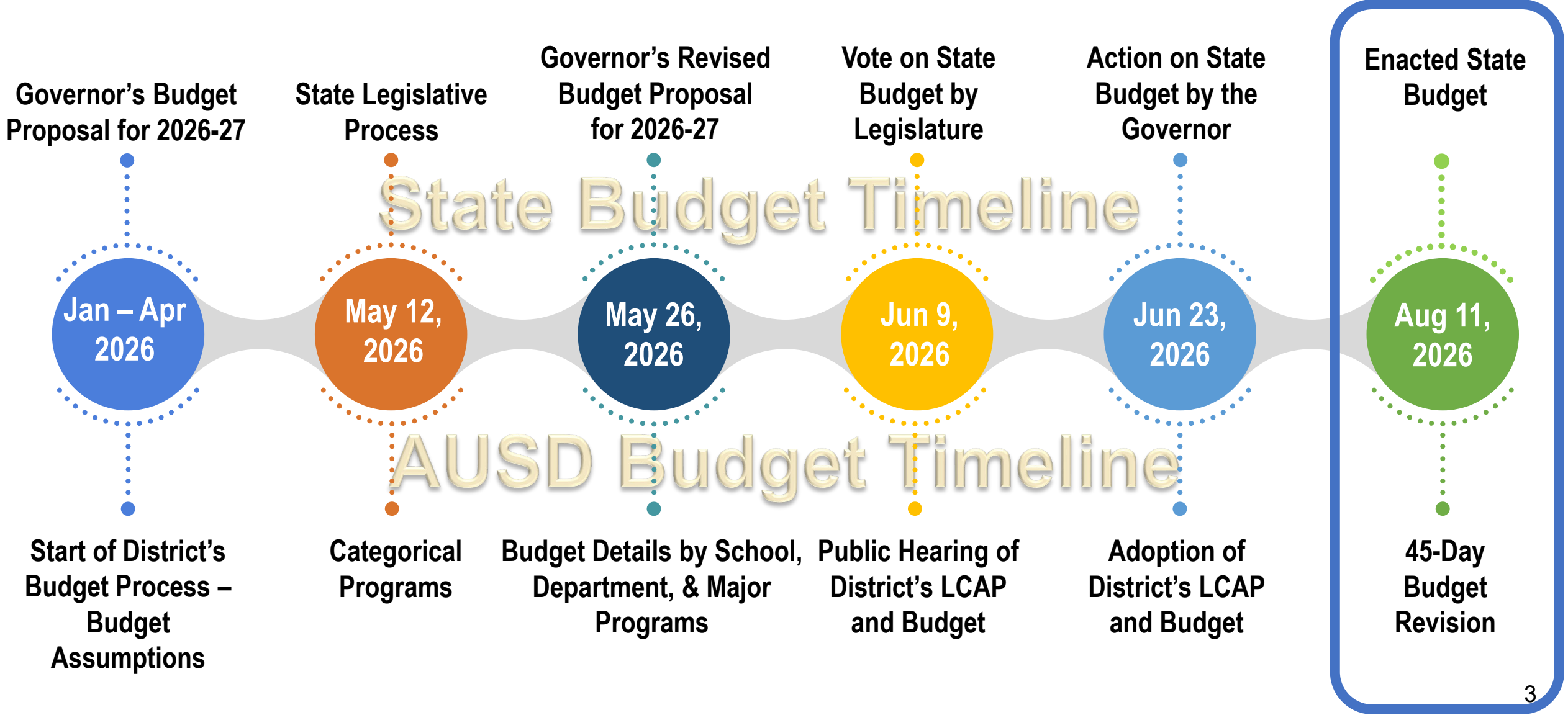


Background & Timeline
Information item only.



Financial Update and Impact on AUSD
Based on actual budget signed by the Governor

Timeline



Purpose of the 45-Day Revision

- **Cover changes to major assumptions used in the Adopted Budget**
- **Within 45 days of the Governor signing the State Budget Act**
- **Reviewed by the Board of Education and filed with County Office of Education**
- **Required under California Education Code 42127**

New Revenues

1

Increase in Cost-of-Living Adjustment (COLA)

- Addition of 1.44% for a total of 4.31% COLA
- Approx \$1.6M to \$2M for AUSD

3

Special Education

- Ongoing increase in State funding
- Reduce unrestricted general fund contribution by \$3.2M to \$3.6M

2

Expanded Learning Opportunities Program (ELOP)

- Ongoing – restricted general fund
- At least \$1800 per eligible unit
- Total increase of approximately \$1M

4

Student Support & Prof. Devel. Discretionary Block Grant

- One time – restricted general fund
- \$930/ADA. Approx. \$8 million
- Spend by June 30, 2032

Impact on Revenue and Expenditures

	Adopted Budget	45-Day Revision	Change Increase (Decrease)
<i>(millions)</i>			
Revenue	\$ 171.57	\$ 178.40	\$ 6.83

- Does not include one-time Restricted Student Support & Professional Development Discretionary Block Grant
 - Awaiting update to the state financial system
- Impact of Paid Pregnancy Leave (PPL) on expenditures not recognized

The Road Ahead

- **Ending fund balance for 2026-27**
 - **Opportunity to transfer expenditures to categorical programs as part of closing fiscal year 25-26 and provide a one-time boost to the ending fund balance**
- **First Interim budget update**
 - **Impact of labor agreements on compensation**
 - **Selection of health benefits by new employees**
 - **Revise revenue based on actual enrollment**
 - **Incorporate actual beginning fund balance**

Board Discussion & Questions

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 11, 2026

Resolution No. 2026-2027.04

Designating Certain General Funds as Committed Fund Balance

WHEREAS, the Governmental Accounting State Board (GASB) has issued Statement No.54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Alameda Unified School District Board of Education (Board) has previously adopted Board Policy 3100 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, the committed fund balance classification reflects amounts subject to specific internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be revised, removed, or redirected for other purposes by the Board in the same manner as the Board originally approved the commitment; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance; and

NOW, THEREFORE, BE IT RESOLVED, that the Alameda Unified School District Board of Education hereby commits to utilizing portions of its general fund ending balance, as indicated by the committed fund classification in its financial statements, for the following purposes:

Purpose	Justification	Fund 1 (Amount)	Fund 17 (Amount)	Total (Amount)
LCFF Supplemental	Approximate carryover from 2026-27 to 2027-28 per Education Code 42238.07	\$1,046,024		\$1,046,024
Revolving Fund	Revolving Fund Set Aside	\$50,000		\$50,000
To maintain fiscal solvency and stability	Maintain additional reserves equivalent to at least 3-weeks salary and benefits cost to protect the district against unforeseen circumstances		\$9,342,248	\$9,342,248
State Reserve Requirement	3% reserve mandated by the State		\$5,581,058	\$5,581,058
Employee Compensation	Set-aside for already negotiated compensation increase for all employees	\$1,000,000	\$9,500,000	\$10,500,000
TOTAL		\$2,096,204	\$24,423,306	\$26,519,330

BE IT FURTHER RESOLVED, The Resolution supersedes Resolution No. 2025-2026.81, which was adopted by the Board on June 23, 2026, and declares that such funds cannot be used for any purposes other than directed above, unless the Board adopts a successor resolution to revise or remove the constraint, or otherwise redirect the funds for other purposes.

PASSED AND ADOPTED by the following vote this 11th day of August, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Ryan LaLonde, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Resolution No. 2026-2027.05 Alameda Unified School District Housing Plan for the Use of Grants - New Construction Project (5 Min/Action/Public Hearing)

Item Type: Public Hearing/Action

Background: The Alameda Unified School District periodically applies for State School Facility Program (SFP) funding to support student housing needs and capital improvement projects. As part of the SFP application process, districts may utilize the Use of Grants provisions when permitted by State regulations. The attached Resolution No. 2026-2027.05 supports the District's submission of applications for eligible new construction projects, including the Will C. Wood Middle School project and other eligible future projects as needed. The resolution also acknowledges the District's responsibility to adequately house students associated with the grant eligibility requested and authorizes designated District representatives to execute the necessary application documents.

As required by the School Facility Program, the District has prepared a Housing Plan demonstrating its ability to adequately house the students associated with the grant eligibility being requested. The Housing Plan is attached to and incorporated as part of the proposed resolution and serves as documentation required to support the State funding application.

In accordance with State School Facility Program requirements, notice of this public hearing was published in a newspaper of general circulation serving the Alameda Unified School District, on August 1, 2026, providing the community with an opportunity to comment on the proposed resolution prior to Board action.

AUSD LCAP Goals: 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation: Approve as submitted.

AUSD Guiding Principle: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.

Submitted By:

Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Resolution No. 2026-2027.05	8/4/2026	Resolution Letter
☐ 2026 Housing Plan	8/3/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 11, 2026

Resolution No. 2026-2027.05

Support For Application Requesting Grant Funding
For Use of Grants
New Construction Projects

WHEREAS, the Alameda Unified School District intends to file applications for funding for New Construction Projects under the School Facility Program as provided in Chapter 12.5, Part 10, Division 1, commencing with Section 17070.10, et seq., of the Education Code; and

WHEREAS, the grants requested may exceed the number of pupils housed in the project as allowed under School Facility Program Regulation Section 1859.77.3 (a); and

WHEREAS, the grants requested may be from a grade level other than the grade level of the proposed Project as allowed under School Facility Program Regulation Section 1859.77.3 (b); and

WHEREAS, the Board is aware that requesting grants from a different grade level or that exceed the number of pupils housed in the project will not result in the construction of the exact number of classrooms required to house all the pupils associated with the grants requested, but that some of the eligibility will be diverted to alternate uses; and

WHEREAS, the District will adequately house these pupils pursuant to SFP Regulation Sections 1859.77.3 (a)(1)(C) or 1859.77.3(b)(1) (C) by using one or more of the following criteria:

- (1) The district will construct or acquire facilities with housing the pupils with funding not otherwise available to the SFP as a district match within five years of the project approval by the SAB, and the district must identify the source of the funds; or
- (2) The district will adequately house these pupils in existing K-12 classrooms in the District with higher district loading standards than those of the State School Facility Program as outlined in the approved district's teacher contract not to exceed 33:1 per classroom; and
- (3) The pupils requested from a different grade level will be housed in classrooms at an existing school in the district which will have its grade level changed, to the grade level requested, at the completion of the proposed SFP project.

NOW THEREFORE, BE IT RESOLVED, that the District's Governing Board is in support of the Use of Grants New Construction Projects under the School Facility Program; and

BE IT FURTHER RESOLVED, that upon approval and funding of the District's plan and application, the Board acknowledges that the State will satisfy its obligation to house the pupils for which grants are received; and

BE IT FURTHER RESOLVED, that upon completion of the Use of Grants New Construction Projects the Alameda Unified School District will be able to house adequately the total anticipated student population; and

BE IT FURTHER RESOLVED, that the individual identified below is authorized to sign all documents and papers associated with the application for funding:

Shariq Khan, Assistant Superintendent of Business Services

PASSED AND ADOPTED by the following vote this 11th day of August, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Ryan LaLonde, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

**Alameda Unified School District
Housing Plan for the Use of Grants
New Construction Project**

The Alameda Unified School District is justified in requesting up to 301 4-5 grants, 366 7-8 grants and 258 9-12 grants pursuant to School Facility Program (SFP) regulation sections 1859.77.3(a) and 1859.77.3(b) and for the Use of Grants New Construction projects, and will request grants as necessary to fund the projects.

More specifically, the District is justified in housing these pupil grants as follows:

1. The Alameda Unified School District will utilize additional classroom space available at all schools that serve K-6 grade levels within the District as allowed by SFP regulation section 1859.77.3. The District has approximately 43 4-5 grade level classrooms loaded at 32 to 1, permissible as documented in approved district teacher contracts. Therefore, the District is housing 301 4-5 grade level pupils more in these classrooms than recognized by the State SFP.
2. The Alameda Unified School District will utilize additional classroom space available at all schools that serve 6-8 grade levels within the District as allowed by SFP regulation section 1859.77.3. The District has approximately 61 7-8 grade level classrooms loaded at 33 to 1, permissible as documented in approved district teacher contracts. Therefore, the District is housing 366 more 7-8 grade level pupils in these classrooms than recognized by the State SFP.
3. The Alameda Unified School District will utilize additional classroom space available at all high schools within the District as allowed by SFP regulation section 1859.77.3. The District has approximately 43 9-12 grade level classrooms loaded at 33 to 1, permissible as documented in approved district teacher contracts. Therefore, the District is housing 258 more 9-12 grade level pupils in these classrooms than recognized by the State SFP.

As a result of this plan the District is capable of housing 301 additional 4-5 pupils, 366 additional 6-8 pupils and 258 additional 9-12 pupils than recognized by the State SFP, and all grants requested for the Will C. Wood project will be housed.