

BOARD OF EDUCATION AGENDA

REGULAR MEETING
August 25, 2026 - 5:30 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 - 5:30 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 with Legal Counsel Regarding Anticipated Litigation Pursuant to Govt. Code § 54956.9, subdivision (b) (1 case):

1. One case Alameda Unified School District as potential plaintiff

Public Employee Performance Evaluation - (Govt. Code, §54957, subd. (b)(1)):

1. Superintendent

4. *****

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://alamedacagov.zoom.us/webinar/register/WN_LxU07bNWRqa7BbaGnCXAsw

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

5. Reconvene to Open Session - 6:30 PM - City Council Chambers - Board President Ryan LaLonde will reconvene to Open Session.
6. Pledge of Allegiance - Incoming Student Board Members will lead the Pledge of Allegiance
7. Roll Call/Introduction of Board Members and Staff
8. 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 23, 2026 and August 11, 2026 Regular Board of Education Meetings will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Installation of Student Board Members from Alameda High School, ASTI, and Encinal Jr. & Sr. High School (10 Mins/Action)
2. 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.
3. Written Correspondence - Written correspondence regarding an agenda item that is distributed to a majority of Board Members is shared.
4. 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).
5. 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)
6. 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.
7. Superintendent's Report - The Superintendent of Schools may make announcements or provide information to the Board and Public in the form of an oral report. The Board will not take action on such items.
8. Student Board Members' Report - Student Board Members may make announcements or provide information to the Board and the Public in the form of an oral report. The Board will not take action on such items. (5 Mins Each/Information)

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 of Bill Warrants and Payroll Registers
7. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
8. Approval of Industry Advisory Members for AUSD's Career and Technical Education (CTE) Department

9. Approval of Memoranda of Understanding with Colleges and Universities for Student Teacher, School Psychologist, Counselor, and Interns
10. Proclamation: In Support of High School Voter Education Weeks - September 13 - September 24, 2026
11. Proclamation: Labor Day - September 7, 2026
12. Proclamation: Suicide Prevention Awareness Month - September 2026
13. Resolution No. 2026-2027.06 Approval of Budget Transfers, Increases, Decreases
14. Resolution No. 2026-2027.07 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. Enrollment Report: First Five Days of School (10 Mins/Information)
2. Options for Filling a Vacancy on the Board of Education (10 Mins/Action)

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 with Legal Counsel Regarding Anticipated Litigation Pursuant to Govt. Code § 54956.9, subdivision (b) (1 case):

1. One case Alameda Unified School District as potential plaintiff

Public Employee Performance Evaluation - (Govt. Code, §54957, subd. (b) (1)):

1. Superintendent

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 23, 2026 and August 11, 2026 Regular Board of Education Meetings 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 23, 2026 Regular Board Meeting
- August 11, 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
□	Unadopted minutes from the June 23, 2026 Board Mtg	8/19/2026	Backup Material
□	Unadopted minutes from the August 11, 2026 Board Mtg	8/19/2026	Backup Material

BOARD OF EDUCATION MEETING

June 23, 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. Recess to Closed Session – 5:00pm:

Board Members met privately in Conference Room 361 in City Hall for Closed Session. Agenda items discussed in Closed Session included:

Conference with Legal Counsel Regarding Existing Litigation (Govt. Code § 54956.9, subd. (d)(1)): 1) John Doe and Alameda Unified School District: Final Compromise and Settlement Agreement dated June 1, 2026; 2) Jane Doe and Alameda Unified School District: Final Compromise and Settlement Agreement dated June 20, 2026.

Student Discipline Matters (Ed. Code § 48918, § 48919; Govt. Code § 54962):

1) Consideration and Approval of Stipulated Expulsion Agreement – Student Case No. 26-06

Public Employee Performance Evaluation – Pursuant to Govt. Code, § 54957, subd. (b)(1):

1) Superintendent

3. Reconvene to Public Session – 6:30pm:

The Board reconvened to Public Session in Council Chambers at 6:30pm.

4. Call to Order - Public Session – 6:30pm:

Board President Ryan LaLonde called the meeting to order in Council Chambers at 6:30pm.

5. Pledge of Allegiance

Board President Ryan LaLonde led the Pledge of Allegiance.

6. 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, and Board Trustee Gary Lim. Board Trustee Carrie Hahnel was absent. Student Board Members had completed the school year and were not present.

7. Closed Session Action Report:

In Closed Session, the Board considered a stipulated expulsion for Student Case #26-06.

Motion to approve approved the stipulated expulsion pursuant to Education Code §§ 48915 and 48918, with enforcement of the expulsion order suspended for one calendar year. The student was placed on probationary status under a mandatory rehabilitation plan, with modifications increasing attendance requirements to 90% and mental health services to 25 hours.

MOTION: Member Little

SECONDED: Member Lym

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, and Lym

NOES: Member Williams

ABSENT: Member Hahnel

MOTION APPROVED

B. MODIFICATION(S) OF THE AGENDA

The Board approved a request to remove Board Policy 6173.1, Education for Foster Youth, from the CSBA policy updates on the Consent Calendar and postpone consideration to the next meeting so that Board President Ryan LaLonde could obtain clarification regarding the proposed amendment. The remainder of the Consent Calendar was left for consideration.

Motion to remove Board Policy 6173.1, Education for Foster Youth, from the CSBA policy updates on the Consent Calendar and postpone consideration to a subsequent meeting.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Lym

NOES:

ABSENT: Member Hahnel

MOTION APPROVED

C. APPROVAL OF MINUTES

1. Minutes from the May 12, 2026 and May 26, 2026 Regular Board of Education Meetings:

Due to Board Vice President Heather Little's absence during the May 26, 2026 meeting, the Board was asked to make two motions and take two votes on the minutes being presented for approval.

Motion to approve the Minutes from May 12, 2026 Regular Board of Education Meeting.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Lym

NOES:

ABSENT: Member Hahnel

MOTION APPROVED

Motion to approve the Minutes from May 26, 2026 Regular Board of Education Meeting.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Williams, and Lym

ABSTAIN: Member Little

ABSENT: Member Hahnel

MOTION APPROVED

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:

Carolyn Brossard, AUSD parent: Ms. Brossard thanked Senior Director of Equity, African American and Multi-Ethnic Student Achievement Shamar Edwards for her service and leadership in advancing equity, student achievement, family engagement, belonging, and access. Ms. Broussard highlighted initiatives developed or strengthened under Ms. Edwards's leadership and asked District leadership and the Board to consider whether the current leadership structure provides the role with sufficient authority, accountability, and institutional support to continue this work.

2. Written Correspondence:

The Board received 20 emails regarding Consent Calendar Item #1, the Certificated Personnel Actions.

3. Report from Employee Organizations:

Alameda Education Association (AEA): Judy Ganley, President of AEA, expressed appreciation for the work of Shamar Edwards and thanked AEA leadership, bargaining team, and executive board members for their work during the school year. She announced changes to AEA leadership, including Doug Heim as elementary director and Lindsay Schlachs as middle school director, and noted that Paisley Spencer would continue working with the East Bay Coalition on Student Success. Ms. Ganley recognized temporary and

probationary employees who would not be returning, retirees, and other employees and administrators leaving the District, and emphasized the importance of recruiting and retaining excellent educators and classified staff.

No substantive reports were provided by CSEA Chapter 27 or CSEA Chapter 860.

4. PTA Council Report:

PTA Council President Katie Honegger reported on the work of PTAC groups during the 2025-26 school year, including special education and 504 family outreach, equity and inclusion collaboration, digital literacy, climate and sustainability initiatives, and efforts to secure outside funding. Ms. Honegger highlighted a PTAC-supported pilot project at Edison Elementary and the submission of grant applications supporting environmental education and climate resilience. She introduced Tim McQuillan as the incoming PTA Council President and thanked the Board, PTAC leaders, PTA leaders, and AUSD staff for their support during her two years as president.

5. Board Members' Report:

Board Vice President Heather Little thanked Katie Honegger for her service to the PTA Council and welcomed Tim McQuillan.

Board Trustee Gary Lim thanked Ms. Honegger for her years of service and expressed appreciation to staff and to K. Lonergan for their support throughout the school year.

Board President Ryan LaLonde thanked staff and community members for their work and support during the school year.

6. Superintendent's Report:

Superintendent Pasquale Scuderi joined in recognizing Shamar Edwards and wished her well in her new position with Milpitas Unified. He also recognized Jody McCarthy, Coordinator of Student Services, who brought approximately \$3 million in grants to the District over the previous three years and is moving to a Director of Student Services position in Castro Valley. Superintendent Scuderi introduced Jean Liu, his recommended candidate for principal of Franklin Elementary School, and shared her educational and professional background and connection to the Alameda community. Ms. Liu expressed appreciation for the recommendation and said she looked forward to partnering with Franklin students, families, staff, and District leaders.

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 2025-26 FY Annual Report for Proposition 28 Arts and Music in Schools (AMS) Funding
8. Approval of 2026-27 Consolidated Application for Funding Categorical Programs
9. Approval of 2026-27 Local Control and Accountability Plan (LCAP) Federal Addendum
10. Approval of Bill Warrants and Payroll Registers
11. Approval of CSBA and Staff Recommended Updates to Board Policies Reviewed at the June 10, 2026 Board Policy Subcommittee Meeting
12. Approval of Revised Course Titles: Advancement via Individual Determination (AVID) for Grades 9-12
13. Resolution No. 2025-2026.69 Approval of Budget Transfers, Increases, Decreases
14. Resolution No. 2025-2026.70 Authorization to Dispose of Surplus Property
15. Resolution No. 2025-2026.71 Approval of Participation in Bids/Contracts of Other Public Agencies (Piggyback Contracts), Authority to Award Piggyback Contracts, and Adoption of Federal Small Purchase Threshold for Child Nutrition Programs for 2026-2027
16. Resolution No. 2025-2026.72 Authorization of the Superintendent and/or Assistant Superintendent of Business Services to Sign Orders Drawn on the District Funds During the Summer until August 12, 2026
17. Resolution No. 2025-2026.73 Authorization for Superintendent and/or Assistant Superintendent of Business Services to Accept Low Apparent Bid Awards During the Summer Until August 12, 2026
18. Resolution No. 2025-2026.74 Annual Delegation of Authority to Approve Year-End Budget Transfers
19. Resolution No. 2025-2026.75 Approval to Establish Temporary Interfund Transfers
20. Resolution No. 2025-2026.76 Appointment of Authorized Agents to Sign Warrants & Disbursements on District's Non-County Treasury Bank Accounts
21. Resolution No. 2025-2026.77 Appointment of Authorized Agents to Sign Official Documents and Reports
22. Resolution No. 2025-2026.78 Delegation of Authority to Purchase and Contract
23. Resolution No. 2025-2026.79 Authorization for Superintendent and/or Assistant Superintendent, Human Resources to Extend Offers of Employment During the Summer Until August 11, 2026
24. Resolution No. 2025-2026.80 Annual Signature Card for AUSD Board of Education Trustees
25. Resolution No. 2025-2026.83 Acknowledging the Effect of Assembly Bill 1390 on Governing Board Compensation

Public Comments:

Ken Arnerich, Former Head Baseball Coach, Alameda High School: Mr. Arnerich expressed deep disappointment over his sudden removal after 24 years of service without being given a reason or a proper hearing. He noted that the administration failed to investigate an anonymous letter filled with inaccuracies and never interviewed his players or parents. He requested a meeting with Human Resources and urged the Board to rethink its decision.

Sheila Edwards, Team Parent, Alameda High School Baseball Program: Ms. Edwards requested the reinstatement of Coach Ken, stating she never witnessed any inappropriate behavior while attending daily games and practices. She shared that her son and other players have learned vital life lessons, accountability, and discipline under his leadership. She requested that the Board give him at least one more year to coach the upcoming senior class.

Rich Sherratt, Hall of Fame Baseball Member (Alameda High School & Cal State East Bay): Mr. Sherratt, a lifetime resident and former City Council member, praised the coach for running a first-class program and treating young athletes with respect. He expressed serious concern that removing walk-on coaches without a hearing creates a culture of fear and could severely damage district athletic programs. He urged the School Board to honor dedicated walk-on coaches rather than dismiss them.

Rich Krinks, Baseball Coach / Board of Directors Member (Alameda Little League, Alameda Babe Ruth, Alameda World Baseball Team): Mr. Krinks questioned why the coaching staff was released, asking if it was due to their mission statement that emphasizes character development and earning playing time. He noted that both parents and players sign commitment contracts agreeing to these standards. He concluded by asking the Board if their baseball program was simply considered not good enough.

Colleen Arnerich, Wife of Head Coach and Community Member: Ms. Arnerich highlighted the coach's extensive contributions, including founding the Crab Feed fundraiser, building the batting cages, and partnering with the Special Olympics. She questioned an official district email citing a need for a "new chapter," pointing out that no administration members had actually attended practices or games. She asked the Board to reconsider the dismissal in the interest of fairness.

Noah, Student-Athlete and AHS Baseball Player: Noah shared that the coach's old-school style taught him how to face adversity, work hard, and earn his spot on the team. He emphasized that the coach always fought for his players in school, baseball, and life. He noted the coach's tireless dedication to maintaining the fields and called the dismissal a massive mistake.

Stephanie Anderson, Alameda High Alumna and parent of former AHS Baseball Players: Ms. Anderson voiced profound disappointment regarding the sudden and unfair dismissal of a trusted mentor and community institution. She stated that the coach measures athletes by their character, resilience, and integrity rather than just talent. She urged the Board to look at the human impact, reinstate the coach, and give him a proper public celebration.

Victor Republicano, Local Baseball Coach: Mr. Republicano shared his positive multi-decade experience coaching against Arnerich and noted that his own son loved playing for him. He stated that 24 years of dedication earns a coach the right to transparency and due process. He requested that the Board tell the coach what he did wrong and give him a fair chance to address any allegations.

Bryson Edwards, Student-Athlete and AHS Baseball Player: Bryson credited his growth as a high-level player to the opportunities and confidence provided by the coach since his freshman year. He stated that no replacement coach could ever match Arnerich's passion

and love for the team. He expressed that losing their coach during their final year would be highly unfair to the incoming seniors.

Samuel Berger, Student-Athlete and AHS Baseball Player: Samuel stated that the coach believed in him and taught him that hard work and patience lead to earned opportunities. He praised the coach for teaching valuable life lessons, prioritizing players, and remaining open to player ideas. Please let him stay for one more year.

Jose Ceirda-Zinn, Community Member (Reading statement on behalf of Student-Athlete and AHS Baseball Player, Gavin Ceirda-Zinn): Mr. Ceirda-Zinn read a statement highlighting the coach's thousands of hours of dedication to building a program centered on accountability, discipline, and teamwork. The statement noted that the coach creates a culture where students strive to improve both on and off the field. It concluded that such a positive, multi-generational impact deserves recognition and respect.

Doug Block, Local Youth Coach / Union Representative: Mr. Block stated that as a parent and a union member, he firmly believes in seniority, due process, and respect. He argued that a 25-year coach deserves a fair process and a clear explanation, which the boys and community are also owed. He noted that the situation has moved past a personnel issue and has become a community-wide concern.

Tim Goodman, Community Member: Mr. Goodman expressed shock over the coach's non-renewal, noting that the decision was recommended by an outgoing principal who is now leaving the school. He asked if there are rules preventing the coach from reapplying for his position under the incoming principal. He requested that the Board or district staff follow up with him directly regarding this inquiry.

Ken Arnerich Jr., Assistant Coach, AHS Baseball and Community Member: Mr. Arnerich Jr. noted that rumors of major coaching changes were circulating well before the end of the spring season. He pointed out that the outgoing principal had no presence at games or practices and was using the school as a stepping stone, unlike the coach who poured his heart into the program. He asked the Board to do the right thing and reconsider the dismissal.

Michelle Brannon, Community Member: Ms. Brannon emphasized that the crowd in attendance represented only a fraction of the lives the coach has changed over 25 years. She questioned why the district would push away a mentor who models accountability, resilience, and lifelong support for his players. She asked the Board to consider if this decision was truly made in the best interest of students.

Motion to approve the Consent Calendar with the exception noted in Modifications of the Agenda earlier in the meeting.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Lym

NOES:

ABSENT: Member Hahnel

MOTION APPROVED

F. GENERAL BUSINESS

1. Presentation of 2025-2026 Local Indicators:

Senior Manager of Data Assessment and Research Lindsay Jenkins Stark presented the 2025-2026 local indicator results, focusing on the Family Relationships and Trust Survey and the California Healthy Kids Survey. The presentation reported approximately 35% participation in the family survey and generally positive overall results, while noting variation among student and family groups and a notable difference in reported experiences for families of gender-fluid students. The California Healthy Kids Survey showed generally strong relationships with caring adults at school, with differences for some student groups and a notable dip in ninth grade. The Board discussed survey participation, representativeness of the data, outreach methods, survey length, site-specific analysis, and the use of results by school sites to identify trends and conduct focus groups. Staff reported that survey results are shared with school sites and used to inform planning and follow-up.

Public Comments:

*Carolyn Brossard, AUSD parent:*Ms. Brossard expressed concern regarding the low response rate of a family trust survey, noting that a data collection effort missing 65% of the population lacks true representation. She questioned how the district plans to use the results knowing a significant portion of the community is unrepresented. Additionally, she inquired about the district's outreach and incentive strategies for distributing the survey and gathering feedback.

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

Assistant Superintendent of Educational Services Kirsten Zazo recommended approval of the 2026-27 LCAP and Budget Overview for Parents. The item had previously been presented to the Board as an informational item and public hearing on June 9, 2026. No public comments or additional written information were received, including no additional comments from the Alameda County Office of Education. The Board approved the 2026-27 LCAP and Budget Overview for Parents.

Motion to approve the 2026-27 Local Control and Accountability Plan and Budget Overview for Parents.

MOTION: Member Lym

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Lym

NOES:

ABSENT: Member Hahnel

3. Adoption of the 2026-2027 Budget and Approval of Resolution No. 2025-2026.81 Designating Certain General Funds as Committed Fund Balance:

Assistant Superintendent of Business Services Shariq Khan recommended adoption of the 2026-27 budget and approval of Resolution No. 2025-2026.81. The item had previously been presented to the Board as an informational item and public hearing on June 9, 2026. No public comments were received during the meeting or during the public hearing process, and no revisions had been made to the budget presented at the prior meeting. The Board adopted the 2026-27 budget and approved Resolution No. 2025-2026.81.

Motion to adopt the 2026-27 Budget and Approve Resolution No. 2025-2026.81, Designating Certain General Funds as Committed Fund Balance.

MOTION: Member Lym

SECONDED: Member Williams

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Lym

NOES:

ABSENT: Member Hahnel

4. Approval of the 2026-2027 Education Protection Account (EPA) Spending Plan and Resolution No. 2025-2026.82:

Assistant Superintendent Khan recommended approval of the 2026-27 Education Protection Account spending plan and Resolution No. 2025-2026.82. The item had previously been presented to the Board as an informational item and public hearing on June 9, 2026. No public comments were received and no changes had been made to the information presented at the prior meeting. The Board approved the 2026-27 EPA Spending Plan and Resolution No. 2025-2026.82.

Motion to approve 2026-2027 Education Protection Account (EPA) Spending Plan and Resolution No. 2025-2026.82.

MOTION: Member Little

SECONDED: Member Lym

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Williams, and Lym

NOES:

ABSENT: Member Hahnel

Prior to the discussion of General Business item #5, Board Vice President Heather Little disclosed that she is employed by Alameda Family Services as their Chief Operating Officer. Board Vice President Little stated she does not have a direct or non-remote interest in the outcome of the contracts being reviewed in the next agenda item, but she recused herself and left the meeting prior to the discussion.

5. Approval of Alameda Family Services Contracts for Fiscal Year 2026-2027:

Assistant Superintendent Zazo was available to answer questions regarding the contracts. Board Clerk Jennifer Williams requested to review the term of the contracts, which provides that the contracts commence July 1, 2026 and continue for one year. No public comments were received. The Board approved the Alameda Family Services contracts for fiscal year 2026-2027 with three yes votes and two Board members absent.

Motion to approve Alameda Family Services Contracts for Fiscal Year 2026-2027.

MOTION: Member Williams

SECONDED: Member Little

BOARD MEMBER VOTES

AYES: Members LaLonde, Williams, and Lym

NO:

ABSENT: Members Little and Hahnel

G. ADJOURNMENT

The Board of Education adjourned the meeting at 7:49pm. Board President Ryan LaLonde thanked students, staff, families, and the community for their dedication and support throughout the school year and announced that the next regular Board meeting would be held August 11, 2026.

BOARD OF EDUCATION MEETING

August 11, 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. Recess to Closed Session – 6:00pm:
Board Members met privately in Conference Room 391 in City Hall for Closed Session. Agenda items discussed in Closed Session included:
3. Conference with Legal Counsel Regarding Existing Litigation (Govt. Code § 54956.9, subd. (d)(1)): 1) John Doe and Alameda Unified School District: Final Compromise and Settlement Agreement dated July 31, 2026.
4. Reconvene to Public Session – 6:30pm:
The Board reconvened to Public Session in Council Chambers at 6:30pm.
5. Call to Order - Public Session – 6:30pm:
Board President Ryan LaLonde called the meeting to order in Council Chambers at 6:30pm.
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, and Board Trustee Gary Lym. Board Trustee Gary Lym participated remotely.
8. Closed Session Action Report:
In Closed Session, pursuant to Government Code § 54957.1, the Board approved by a vote of 5-0 a settlement agreement between John Doe and Alameda Unified School District dated July 31, 2026.

Motion to approve a settlement agreement between John Doe and Alameda Unified School District dated July 31, 2026 .

MOTION: Member Little

SECONDED: Member Hahnel

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

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

9. Board Member's Request to Attend and Participate in Meeting Remotely:
The Board approved Board Trustee Gary Lym's request to participate remotely in the meeting.

Motion to allow Board Member Gary Lym to participate in the meeting remotely.

MOTION: Member Little

SECONDED: Member Hahnel

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

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

B. MODIFICATION(S) OF THE AGENDA

There were no modifications to the agenda.

C. APPROVAL OF MINUTES

1. Minutes from the June 9, 2026 Regular Board of Education Meeting:
The Board approved the minutes of the June 9, 2026 Regular Board of Education Meeting unanimously.

Motion to approve the Minutes from the June 9, 2026 Regular Board of Education Meeting.

MOTION: Member Williams

SECONDED: Member Hahnel

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

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

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:
There were no public comments on non-agenda items.
2. Written Correspondence:
The Board did not receive any communications related to the agenda.
3. Report from Employee Organizations:
California School Employees Association (CSEA) Chapter 27: Amy Keegan, President of CSEA Chapter 27, reported on the chapter's participation in CSEA's 100th annual conference, including delegates representing Alameda. Ms. Keegan announced upcoming executive board elections and encouraged members to become involved. She also thanked Board Clerk Jennifer Williams for her years of support and advocacy for classified employees, students, and the Alameda community.
4. Alameda Education Association (AEA): Judy Ganley, President of AEA, reported on AEA's summer leadership conference and upcoming election-season activities, including collaboration with CSEA labor partners. Ms. Ganley also recognized Board Clerk Jennifer Williams for her 10 years of service and expressed appreciation for her work on behalf of the community, educators, students, and families.
5. PTA Council Report:
No PTA Council representative was present and no report was provided.
6. Board Member Reports:
Board President Ryan LaLonde: Board President LaLonde recognized Jennifer Williams for her ability to make difficult decisions based on what she believes is right, even when those decisions may not be popular. He noted that the Board values her judgment and will continue to seek her perspective as an active member of the Alameda community. He expressed appreciation that, although her Board service is ending, the community will not be losing her voice or involvement.

Board Vice President Heather Little: Board Vice President Little recognized Board Clerk Williams for a decade of leadership through significant progress and extraordinary challenges, including the COVID-19 pandemic. She highlighted Board Clerk Williams's guidance, calm demeanor, willingness to listen, and ability to remain focused on the safety and well-being of students and staff during difficult times.

Board Vice President Little also recognized Board Clerk Williams's role in securing community investments in Alameda schools, including three parcel taxes and the \$298 million Measure B facilities bond, which provided resources to modernize campuses and create safe, inspiring learning environments. She noted that these accomplishments

reflected Board Clerk Williams's ability to build trust, consensus, and a shared vision for the District.

Board Vice President Little emphasized that what distinguished Board Clerk Williams was not only what she accomplished, but how she approached the work—with integrity, humility, grace, and a genuine commitment to doing what was right for students. She also recognized Board Clerk Williams as a trusted colleague and close friend whose advice, honesty, and support had been an invaluable gift. Board Vice President Little expressed deep gratitude for her years of service and friendship and said her influence would continue long after her Board service ended.

Board Member Carrie Hahnel: Board Member Hahnel thanked Board Clerk Williams for her 10 years of service to the Board and students. She described Board Clerk Williams as tough, persistent, and committed to holding District leaders and the system to a high standard. She noted Board Clerk Williams's willingness to ask difficult questions, insist on accountability, and seek the answers and details the community deserves.

Board Member Hahnel emphasized that Board Clerk Williams's toughness is rooted in deep compassion and an unwavering commitment to students, particularly the most vulnerable. She recognized Board Clerk Williams as a strong, student-centered leader who demonstrated how a governing board can ask difficult questions, learn from one another, and ultimately work together toward a shared purpose.

Board Member Hahnel expressed gratitude for the opportunity to learn from and collaborate with Board Clerk Williams and said she would miss having the opportunity to continue working alongside her. She expressed confidence that Board Clerk Williams would remain a champion for students, staff, and the District.

Board Member Gary Lym: Board Member Lym recognized Board Clerk Williams not only for her many accomplishments during 10 years of service, but for the compassion and care that characterized her leadership. He described her as a quiet, steady force who consistently reminded the Board that behind every data point, budget line, and difficult decision was a child and the fundamental question of what was best for Alameda students.

Board Member Lym highlighted Board Clerk Williams's advocacy for students who struggle academically, lack stable housing, feel invisible, or face other challenges. He emphasized that her care was genuine and deeply felt, and that she believed every child deserved the tools necessary to succeed.

Board Member Lym also recognized Board Clerk Williams's personal support for her colleagues during difficult times. He noted that she routinely reached out when colleagues faced personal challenges, offering compassion and understanding rather than judgment. He described her as an anchor for the Board and a steadfast guardian of the District who demonstrated that leadership is about more than votes, it is also about the people one lifts up.

Board Member Lym thanked Board Clerk Williams for her 10 years of service, her love for Alameda students and community, and her friendship, and expressed that she would be deeply missed.

Board Clerk Jennifer Williams: Board Clerk Williams welcomed students, families, and staff back to the new school year and reflected on attending the opening of Wood Middle School, describing the event as especially meaningful and recognizing the Facilities and Maintenance teams, architects, District staff, and community members who helped make the new campus possible.

Board Clerk Williams marked the conclusion of her 10 years of service on the Alameda Board of Education, describing the experience as a highlight of her professional career and expressing pride in the District's progress and improved outcomes for students. She acknowledged her children, Jack and Samantha, as her original motivation for seeking office and thanked the students, families, staff, and community members who challenged the Board to remain focused on what matters most.

She reflected on the District's increased transparency, inclusive practices, classroom-first approach, response to the COVID-19 pandemic, passage of parcel taxes and a facilities bond, and extensive school modernization work. She expressed pride in leaving AUSD stronger than when she began her service and gratitude to District staff and colleagues for their partnership and dedication.

Board Clerk Williams concluded by expressing deep appreciation for her fellow Board members and the opportunity to work together toward the shared goal of providing every student with the opportunity to learn, grow, and develop the skills needed for the future. She said she was honored to have served with such a dedicated and caring group and expressed confidence that their work would continue along different paths.

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

Motion to the approve the Consent Calendar.

MOTION: Member Hahnel

SECONDED: Member Williams

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

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

F. GENERAL BUSINESS

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:

Assistant Superintendent of Business Services Shariq Khan presented the required 45-day budget update for fiscal year 2026-27 and reviewed the financial impact of the enacted State budget on Alameda Unified School District. The final State budget includes a 4.31% COLA, approximately \$1.62 million in additional ongoing revenue for AUDS, approximately \$1 million in additional ongoing restricted Expanded Learning Opportunities Program funding, increased State funding for special education expected to reduce the District's unrestricted contribution by approximately \$3.2 to \$3.6 million annually, and a one-time discretionary block grant estimated at approximately \$8 million. Mr. Khan reported that adopted budget revenue increased from approximately \$171.57 million to \$178.4 million, excluding the one-time block grant, and explained that additional information would be incorporated into the First Interim budget report. Two public comments were received regarding the increased State funding, special education, use of one-time funds, and priorities for serving students and staff. Board members discussed the improved budget outlook, the need to evaluate the new funding carefully, the potential use of one-time funds to address existing needs, and the importance of returning with additional details at First Interim.

Public Comments:

Cleo Kirkland, parent of student in SDC program at Edison Elementary School: Mr. Kirkland asked whether the district anticipated the level of increased state support for

special education resulting from AB 126. Kirkland also asked how the additional special education funding will be allocated and how families of students with special needs will be able to access the resulting supports.

Judy Ganley, President Alameda Education Association (AEA): Ms. Ganley urged the district to prioritize newly available state funding for direct investments in students and classrooms rather than increasing the ending fund balance. She specifically encouraged restoring funds previously shifted to address special education costs and using one-time funds to improve special education, reduce class sizes, and address student achievement needs.

Board members expressed appreciation that the budget outlook is stronger than previously projected and welcomed the additional state revenues. They discussed the importance of understanding how the ending fund balance and new revenues will be applied over multiple years, particularly in relation to recently negotiated labor agreements. Board members also noted opportunities to address existing needs with one-time funding, including through the block grant, and discussed the potential impact of higher-than-anticipated COLA projections.

Board members emphasized that the new revenue information was only recently received and encouraged allowing staff time to evaluate the funding, including restrictions on its use, before developing spending proposals. They expressed confidence that staff will return with recommendations focused on supporting students and staff and noted that the improved budget outlook may provide additional flexibility in addressing the long-term fiscal impact of the labor agreements.

Motion to approve Resolution No. 2026-2027.04 Designating Certain General Funds as Committed Fund Balance.

MOTION: Member Hahnel

SECONDED: Member Williams

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

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

2. Approval of Resolution No. 2026-2027.05 Alameda Unified School District Housing Plan for the Use of Grants - New Construction Project:

Assistant Superintendent of Business Services Shariq Khan presented the District's proposed housing plan in connection with its application for partial State funding for the Wood Middle School construction project. Mr. Khan explained that the housing plan demonstrates the District's ability to adequately house students associated with the grant eligibility being requested and noted that the District could receive approximately \$2 to \$3 million in State funding toward the Wood Middle School construction project. The

public hearing notice was published on August 1, 2026. No public comments were received, and the public hearing was closed. The Board approved Resolution No. 2026-2027.05.

Motion to approve Resolution No. 2026-2027.05, Alameda Unified School District Housing Plan for the Use of Grants - New Construction Project.

Public Hearing Opened: 7:23pm

No public comments

Public Hearing Closed: 7:24pm

Motion to approve Resolution No. 2026-2027.05 Alameda Unified School District Housing Plan for the Use of Grants - New Construction Project.

MOTION: Member Little

SECONDED: Member Williams

BOARD MEMBER VOTES

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

NOES:

ABSENT:

MOTION APPROVED

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

G. ADJOURNMENT

Board President Ryan LaLonde adjourned the meeting at 7:25pm. Board President LaLonde thanked students, staff, families, and the community for their continued dedication, support, and commitment to Alameda Unified and announced that the next regular Board meeting would be held August 25, 2026.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Installation of Student Board Members from Alameda High School, ASTI, and Encinal Jr. & Sr. High School (10 Mins/Action)

Item Type: Action

Background: Pursuant to Board Bylaw 9150: Student Board Members, the Board of Education believes it is important to seek out and consider students' ideas, viewpoints, and reactions to the educational program. In order to provide student input and involvement, the Board includes one Student Board Member each from Alameda, ASTI, Encinal, and Island high schools.

Superintendent Pasquale Scuderi will swear in new Student Board Members:

- Ruth Woldesemayat, Alameda High School
- Roan Byrne Sarno, ASTI

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.

Submitted By: Kerri Lonergan, Administrative Assistant to the Superintendent

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

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

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 \$1,653.00.

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	8/19/2026	Backup Material

2026-2027
Summary Site Donations
July 01, 2026 - August 18, 2026

Slip Date	Site	Donor	Amount	Site Total	Total Donations
8/9/2026	Alameda HS	Shelby Morita-Fowler	\$ 49.00		
				\$ 49.00	
8/6/2026	ASTI	Shana Zatinsky	\$ 50.00		
				\$ 50.00	
7/31/2026	Lincoln MS	Alex da Silva	\$ 11.00		
7/31/2026	Lincoln MS	Annie Cox	\$ 11.00		
7/31/2026	Lincoln MS	April Putnam	\$ 11.00		
7/31/2026	Lincoln MS	Brittany Phelps	\$ 11.00		
7/31/2026	Lincoln MS	Christian Schultz	\$ 11.00		
7/31/2026	Lincoln MS	Dara Sue	\$ 11.00		
7/31/2026	Lincoln MS	Derecka Mehrens	\$ 11.00		
7/31/2026	Lincoln MS	Emily O'Donohoe	\$ 11.00		
7/31/2026	Lincoln MS	Emily Reyna	\$ 11.00		
7/31/2026	Lincoln MS	Eric Case	\$ 11.00		
7/31/2026	Lincoln MS	Greg Pullman	\$ 11.00		
7/31/2026	Lincoln MS	Jiamin Liu	\$ 11.00		
7/31/2026	Lincoln MS	Jillian Northrup	\$ 11.00		
7/31/2026	Lincoln MS	Jon Guffain	\$ 11.00		
7/31/2026	Lincoln MS	Katy Ngo	\$ 73.00		
7/31/2026	Lincoln MS	Keenan Dmyterko	\$ 11.00		
7/31/2026	Lincoln MS	Kelly Musgrave	\$ 11.00		
7/31/2026	Lincoln MS	Kyle Gow	\$ 11.00		
7/31/2026	Lincoln MS	Marisa Johnson	\$ 55.00		
7/31/2026	Lincoln MS	Mike Hakiel	\$ 11.00		
7/31/2026	Lincoln MS	Nayoung Jung	\$ 11.00		
7/31/2026	Lincoln MS	Rachel Lee	\$ 11.00		
7/31/2026	Lincoln MS	Renee Stromsness	\$ 11.00		
7/31/2026	Lincoln MS	Wendy Fiero	\$ 11.00		
8/1/2026	Lincoln MS	AJ Zhang	\$ 11.00		
8/1/2026	Lincoln MS	Amanda Hernandez	\$ 11.00		
8/1/2026	Lincoln MS	Caryn Hoadley	\$ 11.00		
8/1/2026	Lincoln MS	Hilary Yamtich	\$ 34.00		
8/1/2026	Lincoln MS	Hoon Kim	\$ 11.00		
8/1/2026	Lincoln MS	Michael Pitcher-Schneider	\$ 11.00		
8/1/2026	Lincoln MS	Rezwana Rahim	\$ 11.00		
8/1/2026	Lincoln MS	Ryan Bremer	\$ 11.00		
8/1/2026	Lincoln MS	Stephanie Warren	\$ 11.00		
8/2/2026	Lincoln MS	Diana Day	\$ 11.00		
8/2/2026	Lincoln MS	Janel Dominguez	\$ 11.00		
8/2/2026	Lincoln MS	Jean-Fabrice Rabaute	\$ 11.00		
8/2/2026	Lincoln MS	Joy Bose	\$ 11.00		
8/2/2026	Lincoln MS	Leslie Lusk	\$ 11.00		
8/2/2026	Lincoln MS	Mike Cancel	\$ 11.00		

2026-2027
Summary Site Donations
July 01, 2026 - August 18, 2026

8/2/2026	Lincoln MS	Wildaliz Nieves	\$	34.00
8/3/2026	Lincoln MS	Bernadette Ansolabehere	\$	11.00
8/3/2026	Lincoln MS	Bonnie Chan	\$	11.00
8/3/2026	Lincoln MS	Clare Moynihan	\$	11.00
8/3/2026	Lincoln MS	Danielle DeSimone	\$	11.00
8/3/2026	Lincoln MS	Danielle Shupe	\$	11.00
8/3/2026	Lincoln MS	Derek Hodsdon	\$	22.00
8/3/2026	Lincoln MS	Erin Murray	\$	34.00
8/3/2026	Lincoln MS	Felix Cheung	\$	11.00
8/3/2026	Lincoln MS	Kara McClymont	\$	73.00
8/3/2026	Lincoln MS	Karen Ishimaru	\$	11.00
8/3/2026	Lincoln MS	Kay Smolley	\$	11.00
8/3/2026	Lincoln MS	Matt DeVriendt	\$	11.00
8/3/2026	Lincoln MS	Maya Muranaka	\$	11.00
8/3/2026	Lincoln MS	McClymont Kar	\$	22.00
8/3/2026	Lincoln MS	Rob Goodier	\$	11.00
8/3/2026	Lincoln MS	Soni Obinger	\$	11.00
8/3/2026	Lincoln MS	Stacey Johnston	\$	11.00
8/3/2026	Lincoln MS	Tanner Mair	\$	11.00
8/4/2026	Lincoln MS	Ali Savage	\$	11.00
8/4/2026	Lincoln MS	Amanda Sibley	\$	11.00
8/4/2026	Lincoln MS	Anil Punjabi	\$	11.00
8/4/2026	Lincoln MS	Casey Kaufman	\$	11.00
8/4/2026	Lincoln MS	Diana Zaragoza	\$	34.00
8/4/2026	Lincoln MS	Jennifer Yokoyama	\$	11.00
8/4/2026	Lincoln MS	Joshua Nardie	\$	11.00
8/4/2026	Lincoln MS	Kamila Flores	\$	11.00
8/4/2026	Lincoln MS	Luu Knight Family	\$	34.00
8/4/2026	Lincoln MS	Monica Fischer	\$	11.00
8/4/2026	Lincoln MS	Natalia Johnson	\$	11.00
8/4/2026	Lincoln MS	Samantha Heljo	\$	61.00
8/4/2026	Lincoln MS	Shannon Anandasakaran	\$	11.00
8/5/2026	Lincoln MS	Bethany Twitchel Flynn	\$	11.00
8/5/2026	Lincoln MS	Chi Yat Cheung	\$	11.00
8/5/2026	Lincoln MS	Clara Shan	\$	11.00
8/5/2026	Lincoln MS	Denise Kralj	\$	11.00
8/5/2026	Lincoln MS	Dolores Adams	\$	11.00
8/5/2026	Lincoln MS	Emily Breunig	\$	11.00
8/5/2026	Lincoln MS	Josh Smith	\$	11.00
8/5/2026	Lincoln MS	Long Ly	\$	11.00
8/5/2026	Lincoln MS	Melchor, Therese Harve	\$	11.00
8/5/2026	Lincoln MS	Michelle Lange	\$	11.00
8/5/2026	Lincoln MS	Munkhzul Tumentsogt	\$	11.00
8/5/2026	Lincoln MS	Rohini Noronha	\$	11.00
8/5/2026	Lincoln MS	Spring Steinbach	\$	11.00
8/5/2026	Lincoln MS	Veronica Favela	\$	11.00

2026-2027
Summary Site Donations
July 01, 2026 - August 18, 2026

8/5/2026	Lincoln MS	Yi Yang	\$	11.00
8/6/2026	Lincoln MS	Allison Grant	\$	11.00
8/6/2026	Lincoln MS	Jesse Newmark	\$	11.00
8/6/2026	Lincoln MS	Katie Fogarty	\$	11.00
8/6/2026	Lincoln MS	Mary Matella	\$	11.00
8/6/2026	Lincoln MS	Owen Goodwin	\$	11.00
8/6/2026	Lincoln MS	Pascale Antor	\$	11.00
8/6/2026	Lincoln MS	Rona Morris	\$	11.00
8/6/2026	Lincoln MS	Stacy Kania	\$	11.00
8/6/2026	Lincoln MS	Stephanie Stern	\$	11.00
8/7/2026	Lincoln MS	Christina Tuazon	\$	22.00
8/7/2026	Lincoln MS	Gina Fang	\$	11.00
8/7/2026	Lincoln MS	Leslie Duggan	\$	11.00
8/8/2026	Lincoln MS	Milena Kim	\$	11.00
8/8/2026	Lincoln MS	Uyen Huynh	\$	11.00
8/9/2026	Lincoln MS	Connery Obeng	\$	11.00
8/9/2026	Lincoln MS	Jenna Lee	\$	11.00
8/9/2026	Lincoln MS	Pamela Pugh	\$	11.00
8/9/2026	Lincoln MS	Stephanie Matula	\$	11.00
8/9/2026	Lincoln MS	William Hastings	\$	11.00
8/10/2026	Lincoln MS	Amanda Gean	\$	11.00
8/10/2026	Lincoln MS	Monique Mehta	\$	11.00
8/10/2026	Lincoln MS	Rachel DaCosta	\$	11.00

\$ 1,554.00

\$ 1,653.00

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 01, Resource 8150)) Professional Services Agreement between AUSD and AMS.NET, LLC dba MGT Impact Solutions for materials and labor not to exceed \$75,000.00.
2. (Fund 01, Resource 8150) Sales Agreement between AUSD and Hengehold Auto Sales for a total of \$38,908.10.
3. (Fund 01, Resource 8150) Amendment No. 2 to Professional Services Agreement between AUSD and AMS.NET, LLC dba MGT Impact Solutions for an increase of \$8,025.84 and an amended total of \$40,025.84.
4. (Fund 01, Resource 8150) Contract for Repairs, Maintenance, or Small Construction Projects between AUSD and Backflow Prevention Specialists, Inc. for a total not to exceed \$30,000.00.
5. (Fund 01, Resource 6300) Amendment No. 2 to Multi Year Commitment Agreement between AUSD and Teachers' Curriculum Institute, LLC for an increase of \$4,170.00 and an amended total of \$274,600.72.

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
☐ AMS NETLLC	8/19/2026	Backup Material
☐ Hengehold Auto Sales	8/19/2026	Backup Material
☐ AMS NETLLC	8/19/2026	Backup Material
☐ Backflow Prevention Specialists	8/19/2026	Backup Material
☐ TCI	8/21/2026	Backup Material



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and AMS.NET, LLC. DBA MGT Impact Solutions (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 the required materials, equipment, labor, and support services to install, maintain, repair, and consult on various technology systems District-wide for the Technology and Maintenance, Operations and Facilities departments as requested and proposed. Proposals to be submitted to accepted by AUSD for each project prior to the ordering of materials or start of services.

2. Term.

The term of this agreement shall be from 7/13/26 (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 \$_____.
- ☐ 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: Materials and labor not to exceed \$75,000.00

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 professional services to maintain and enhance systems that ensure operations, safety and security.

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.

DM (CONTRACTOR initials)
RO (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:

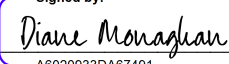
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

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:

A6020933DA67491...

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

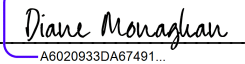
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon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

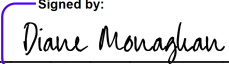
Select one of the following:

☒ 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: Odell-Kondo, Robyn
Title: Director of MIS
Address: 2060 Challenger Dr
Alameda CA 94501
Email: rodell@alamedaunified.org

CONTRACTOR

Name: Diane Monaghan
Title: Secretary
Address: 502 Commerce Way,
Livermore, CA 94551
Email: dmonaghan@mgt.us

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.

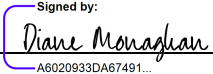
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place 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: Diane Monaghan Secretary

Authorized Signature:  Date: 8/5/2026

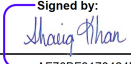
SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒

Restricted Funds ☒

Budget Code(s): 01-0000-0-0000-7700-5800-075-75-0000; 01-8150-0-0000-8500-6200-077-77-0000

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

 8/13/2026
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

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 10 day of August, 2026 ("Contract"), by and between Backflow Prevention Specialists, Inc. ("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"):

Provide all labor, materials, equipment, and consumable to to inspect, test, certify, and repair various domestic water backflow prevention devices across all District locations. All work to be completed in accordance with all Federal, State, and East Bay Municipal Utility District regulatory requirements. All work to be completed on a time & materials basis or by pre-approved proposal.

2. **Contract Price & Payment.** The Contractor shall furnish the services to the District for a total price not to exceed \$ 30,000, Thirty Thousand Dollars and Zero Cents ("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 All Sites, 2060 Challenger Dr. Alameda, CA 94501 ("Premises" or "Sites").

4. **Contract Time & Potential Liquidated Damages.** Work to be completed by June 30, 2027. ("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 \$ N/A 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 Armando Perez of the Maintenance (MOF) 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] Time & Materials Rate Sheet
☒ 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: Backflow Prevention Specialists, Inc.
1131 Elko Dr.
Sunnyvale CA, 94089
ATTN: Cristeena Bennett

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 #: 26027

Signature: 
Brian Addicott (08/12/2026 11:35:10 PDT)

Print Name: Brian Addicott

Print Title: Director, MOF

Dated: 08/12/2026

Signature: 
Shariq Khan (08/12/2026 11:03:48 PDT)

Print Name: Shariq Khan

Print Title: Assistant Superintendent

Dated: 08/12/2026

When exceeding \$119,100:

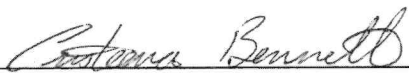
Signature: _____

Print Name: _____

Print Title: President, Board of Education

Dated: _____

Contractor

Signature: 

Print Name: Cristeena Bennett

Print Title: Corporate Secretary

Dated: 8/11/2026

Company Name: Backflow Prevention Specialists, Inc.

Company Address: 1131 Elko Dr.

City, State, ZIP: Sunnyvale CA, 94089

Phone Number: 408-734-3569

Email: service@backflow-prevention.com

Federal Employer ID Number: 94-2795163

CSLB License Number: 427328

PWC Registration Number: 1000002685

PWC-100 #: _____

Budget Code: 01-8150-0-0000-8110-5671-077-77-3013

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: 94-2795163

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.

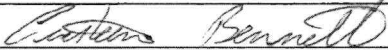
41. INVALID TERM: If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable 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.# 26027 between **Alameda Unified School District** ("District") and Backflow Prevention Specialists, Inc. ("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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary

WORKERS' COMPENSATION CERTIFICATION

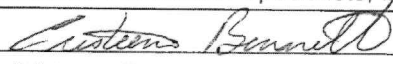
CONTRACT NO.# 26027 between **Alameda Unified School District** ("District") and Backflow Prevention Specialists, Inc. ("Contractor").

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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary

(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.# 26027 between **Alameda Unified School District** (District") and Backflow Prevention Specialists, Inc. ("Contractor").

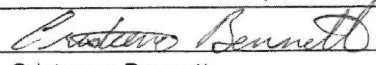
The undersigned does hereby certify that (1) they are a representative of the Contractor, (2) they are familiar with the facts herein certified, (3) they are authorized and qualified to execute this certificate on behalf of Contractor; and (4) that the following is true and correct:

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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary

ASBESTOS & OTHER HAZARDOUS MATERIALS CERTIFICATION

CONTRACT NO.# 26027 between **Alameda Unified School District** ("District") and Backflow Prevention Specialists, Inc. ("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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary

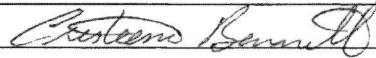
TOBACCO FREE ENVIRONMENT CERTIFICATION

CONTRACT NO.# 26027 between **Alameda Unified School District** ("District") and Backflow Prevention Specialists, Inc. ("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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary

DRUG-FREE WORKPLACE CERTIFICATION

CONTRACT NO.# 26027 between **Alameda Unified School District** ("District") and Backflow Prevention Specialists, Inc. ("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.

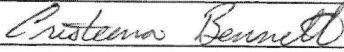
Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary

LEAD-PRODUCTS CERTIFICATION

CONTRACT NO. # 26027 between **Alameda Unified School District** ("District") and Backflow Prevention Specialists, Inc. ("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.

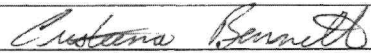
The CDE mandates that school districts utilize DHS lead-certified personnel when a lead-based hazard is identified. Examples of lead-certified personnel include: project designers, inspectors, and abatement workers. Furthermore, since it is assumed by the district that all painted surfaces (interior 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:	8/11/2026
Legal Name of Contractor:	Backflow Prevention Specialists, Inc.
Signature:	
Print Name:	Cristeena Bennett
Title:	Corporate Secretary



BACKFLOW PREVENTION SPECIALISTS, INC.

1131 Elko Drive, Sunnyvale, CA 94089
 1-800-464-FLOW (3569) FAX 408-734-3567
 C.C.L. #427328

We serve from Monterey County through Sacramento County, including the entire San Francisco Bay Area.

July 1st 2026-June 30th 2027 Pricing Guide Alameda Unified School District

Description	Hours	Cost
Test & certify backflow prevention assembly & submit the results to the appropriate agencies.	Regular Time Rate (Mon-Fri 8am-5pm)	\$199.00
Test & certify backflow prevention assembly & submit the results to the appropriate agencies.	Overtime Rate (Mon-Fri 5am-8am, 5pm-8pm) (Sat 8am-5pm)	\$298.50
Test & certify backflow prevention assembly & submit the results to the appropriate agencies.	Double Time Rate (Mon-Fri 8pm-5am) (Sat 12am-8am, 5pm-12am) (All day Sunday)	\$398.00
Perform any work related to backflow prevention assemblies or automatic control valve, hourly rate.	Regular Time Rate (Mon-Fri 8am-5pm)	\$250.00 per hour
Perform any work related to backflow prevention assemblies or automatic control valve, hourly rate.	Overtime Rate (Mon-Fri 5am-8am, 5pm-8pm) (Sat 8am-5pm)	\$275.50 per hour
Perform any work related to backflow prevention assemblies or automatic control valve, hourly rate.	Double Time Rate (Mon-Fri 8pm-5am) (Sat 12am-8am, 5pm-12am) (All day Sunday)	\$500.00 per hour
Emergency Calls: all travel & on-site time will be billed at \$500.00 per labor hour with a minimum 4-hour charge.	All hours	\$500.00 per hour (min 4 hours)
TERMS AND CONDITIONS OF REPAIR PARTS: Pricing is based on current Grainger or manufacturer's list pricing.		Cost plus 25%
Rental equipment		Cost plus 20%
Subcontracted Services		Cost plus 20%

Prices are subject to change.

Pricing does not include the cost of any water department required tags.

Regular time travel rate equivalent to one hourly billable rate, and emergency calls will be charged portal to portal for travel time. Sundays require a minimum 4-hour charge.



BACKPRE-01

CFERDERER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/1/2026

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 Alliant Insurance Services, Inc. 10 Almaden Boulevard, Suite 650 San Jose, CA 95113	CONTACT NAME:	
	PHONE (A/C, No, Ext): (408) 352-6700 FAX (A/C, No):	
	E-MAIL ADDRESS: sjcertificates@alliant.com	
INSURED Backflow Prevention Specialists, Inc. 1131 Elko Drive Sunnyvale, CA 94089	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Indemnity Company of Connecticut	25682
	INSURER B: Travelers Property Casualty Company of America	25674
	INSURER C: Republic Indemnity Company of California	43753
	INSURER D:	
	INSURER E:	
	INSURER F:	

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 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	X		CO9S348781	1/1/2026	1/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X		8109S348443	1/1/2026	1/1/2027	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 \$ 10,000			CUP9S349292	1/1/2026	1/1/2027	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	N/A	15430625	1/1/2026	1/1/2027	☒ 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)
RE: AUDS Job #2338, All Sites, 2060 Challenger Drive, Alameda, CA 94501

Alameda Unified School District, its trustees, employees, and agents, the State of California are included as Additional Insured as respects Liability arising out of operations (work) performed by or on behalf of the Named Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. The General Liability evidenced herein is primary and Non-Contributory to other insurance available to the Additional Insured, but only in accordance with the policy provisions. The Umbrella Liability follows form to the underlying General Liability, Automobile Liability and Employers Liability policies. Cancellation notice will be delivered to the certificate holder in accordance with the policy provisions.

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.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent 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.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION:

Number of Days Notice:

30

PERSON OR

ORGANIZATION:

ANY PERSON OR ORGANIZATION

CONTINUED ON IL T8 03

ADDRESS:

CONTINUED ON IL T8 03

SUNNYVALE

CA

94089

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION

NOTICE OF CANCELLATION PROVIDED BY US

IL T4 05 05 19

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:
ALL COVERAGE PARTS INCLUDED IN THIS POLICY
CONTINUATION ON FORM IL T4 05, PERSON OR ORGANIZATION :

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT
NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:

1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME
AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER THE FIRST NAMED INSURED
RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF
THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS ENDORSEMENT.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST
FROM YOU TO US.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED
(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

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

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

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

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

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.



Amendment No. 2 to Multi-Year Curriculum Commitment Agreement

This Amendment, to the Multi-Year Curriculum Commitment Agreement dated May 27, 2025, is made effective this August 25, 2026, by and between Teachers' Curriculum Institute LLC, a Delaware limited liability company hereafter referred to as "TCI", and Alameda Unified School District, headquartered at 2060 Challenger Dr, Alameda, CA 94501 hereafter referred to as "District".

This Amendment is required to increase Year Two material counts as follows:

Product Code	Product Name	Product Type	List Price	Customer Price	Quantity	Extended Price
MS-SS-TL-01	Middle School (6-8) Social Studies: Teacher License (1 Yr)	Digital	\$640.00	\$0.00	1	\$0.00
259-1	HA! The US through Industrialism: Teacher's Guide	Print English	\$149.00	\$0.00	1	\$0.00
272-6	HA! US Through Industrialism: Notebook	Print English	\$8.00	\$0.00	1	\$0.00
270-2	HA! US Through Industrialism: Placards	Print English	\$149.00	\$0.00	1	\$0.00
MS-SS-SL-01	Middle School (6-8) Social Studies: Student License (1 Yr)	Digital	\$32.00	\$32.00	130	\$4,160.00

SUBTOTAL:	\$4,160.00
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Shipping (5%)	\$10.00
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Grand Total	\$4,170.00
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Amendment No. 2: \$4,170.00

First Amended Agreement: \$270,430.72

Second Amended Agreement Total: \$274,600.72

All other provisions of the Multi-Year Curriculum Commitment Agreement shall remain unchanged and in full force and effect as originally stated.

This Agreement is hereby executed and delivered by the authorized representatives of each party as of the set forth above:

Teachers' Curriculum Institute LLC

Alameda Unified School District

Leah Nemeth

Signature

Signature

Leah Nemeth, Contracts Manager

Name and Title

8/20/26

Date

Ryan LaLonde, President, Board of Education

Date

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. 1 to Professional Services Agreement between AUSD and Elite Window Coverings for an increase of \$2,400.00 and an amended total of \$66,900.00. (Wood)
2. (Fund 21, Measure B) Escrow Agreement In Lieu of Retention between AUSD and Columbia Bank (in the interest of Lathrop Construction Associates) for deposit securities in the amount of \$46,528,392.17. (Otis)
3. (Fund 21, Measure B) Consulting Services Agreement between AUSD and Enviro-Tox Services, Inc. for an hourly rate of \$270.00 and a fee not to exceed \$6,480.00. (AHS Field)
4. (Fund 21, Measure B) Amendment No.16 to Master Facilities Lease between AUSD and Alten Construction, LLC for an increase of \$350,591.00 and an amended total of \$21,869,283.00. (AHS Swim)
5. (Fund 21, Measure B) Amendment No. 7 to Master Facilities Lease between AUSD and Lathrop Construction Associates, Inc. for an increase of \$20,087.00 and an amended total of \$3,600,125.00. (Kofman)

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
☐ Elite Window Coverings	8/19/2026	Backup Material
☐ Columbia Bank	8/19/2026	Backup Material
☐ Enviro-Tox Services, Inc	8/19/2026	Backup Material
☐ Alten Construction, Inc.	8/19/2026	Backup Material
☐ Lathrop Construction Associates	8/19/2026	Backup Material
☐ Consolidated Engineering Laboratories	8/21/2026	Backup Material

AMENDMENT NO. 1 to Contract for Repairs, Maintenance, or Small Construction Projects
(CUPCCAA) Contract # 25110
Dated June 22, 2026

This Amendment is entered into on August 12, 2026, between the Alameda Unified School District (District) and Elite Window Coverings (CONTRACTOR). The District entered into an Agreement with the CONTRACTOR to furnish and install roller shades at Wood Middle School, and the parties agree to amend that Agreement as follows:

1. Services

Increased need for materials. The contract end date of August 15, 2026, shall be extended to September 30, 2026, to allow additional time for procurement of the required materials. This amendment is for the purchase of materials only; installation of the materials will be performed by District staff and is not included within the scope of this amendment.

2. Compensation

Original Contract: \$64,500.00
 Amendment No. 1: \$2,400.00
Amended Contract: \$66,900.00

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:

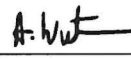
- ☒ There are no previous amendments to this Agreement.
☐ This contract has previously been amended as follows:

No.	Date	General Description of Reason for Amendment	Amount of Increase (Decrease)

"DISTRICT"

By: 
 Shariq Khan
 Assistant Superintendent, Business Services

"CONTRACTOR"

By: 
 Anthony Waters
 President

ESCROW AGREEMENT IN LIEU OF RETENTION
Public Contract Code Section 22300

This Escrow Agreement ("Escrow Agreement") is made and entered into this ____ day of _____, 2026, by and between the Alameda Unified School District ("District"), whose address is 2060 Challenger Drive, Alameda, California 94501, and Lathrop Construction Associates, Inc. ("Developer"), whose address is 4001 Park Road, Benicia, CA 94510, and Columbia Bank ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is 2998 Douglas Blvd., Suite 100 Roseville, CA 95661.

For the consideration hereinafter set forth, District, Developer, and Escrow Agent agree as follows:

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Developer has the following two (2) options:

Deposit securities with Escrow Agent as a substitute for retention earnings (equal to 5% of project costs) required to be withheld by District and previously held in District accounts, pursuant to Master Facilities Lease for Otis Elementary School Site Work & New Construction Project, entered into between District and Developer in the amount of Forty-Six Million Five Hundred Twenty-Eight Thousand, Three Hundred Ninety-Two & 17/100 Dollars (\$46,528,392.17), dated June 23, 2026 (the "Contract");
or

- ☒ On written request of Developer, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent per received pay application through check payment.

When Developer deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under terms of Contract between District and Developer.

Securities shall be held in name of Alameda Unified School District, and shall designate Developer as beneficial owner.

2. District shall make progress payments to Developer for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retention earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Developer until the time that the escrow created under this Escrow Agreement is terminated. Developer may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.
4. Developer shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Developer \$ -0- for each of District's deposits to the escrow

account. These expenses and payment terms shall be determined by District, Developer, and Escrow Agent.

5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Developer and shall be subject to withdrawal by Developer at any time and from time to time without notice to District.
6. Developer shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Developer.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Developer. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Developer has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Developer all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Developer pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Developer shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[CONTINUED ON FOLLOWING PAGE]

10. Names of persons who are authorized to give written notice or to receive written notice on behalf of District and on behalf of Developer in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:

President, Board of Education
Title
Ryan LaLonde
Name

Signature
2060 Challenger Drive, Alameda, CA 94501
Address

On behalf of Developer:

President
Title
Anthony D'Amante
Name

Signature
4001 Park Road, Benicia, CA 94510
Address

At the time that the Escrow Account is opened, District and Developer shall deliver to Escrow Agent a fully executed copy of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

On behalf of Escrow Agent:

SVP, Market Director
Title
Chris Andrade
Name

Signature
2998 Douglas Blvd., Suite 100, Roseville, CA 95661
Address

On behalf of District:

President, Board of Education
Title
Ryan LaLonde
Name

Signature
2060 Challenger Drive, Alameda, CA 94501
Address

On behalf of Developer:

President
Title
Anthony D'Amante
Name

Signature
4001 Park Road, Benicia, CA 94510
Address

END OF DOCUMENT

CONSULTING SERVICES AGREEMENT TERMS AND CONDITIONS

Effective Date of Agreement: August 4, 2026

This Agreement is entered into by and between

Client:	Alameda Unified School District
Address:	2060 Challenger Drive
City, State Zip:	Alameda, California 94501
Attention:	Mr. Pedro Mora
Phone Number:	510-902-84466

And

Consultant:	Enviro-Tox Services, Inc.
Principal Address:	20 Corporate Park, Suite 220
City, State Zip:	Irvine, California 92606
Phone Number:	949-387-0700

These General Terms and Conditions, Supplemental Terms and Conditions, Addenda, and Work Orders constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter, and has been induced by no representations, statements, or agreements other than those herein expressed. No agreement hereafter made between the parties will be binding on either party unless reduced to writing and signed by an authorized officer. All provisions will survive termination or completion of Work under this Agreement.

This Agreement is effective as of the day and year first above written and duly executed by authorized representatives of Client and Consultant.

For Client:

By:


Shariq Khan (08/12/2026 11:03:48 PDT)

Printed Name:	Shariq Khan
Title:	Asst. Sup. - Business Services
Date:	08/12/2026

For Consultant:

By:



Printed Name:	Heriberto Robles, Ph.D.
Title:	President
Date:	08/04/2026

Services and Compensation. Consultant agrees to perform the services ("Work") for Client and Client agrees to compensate Consultant in accordance with the above referenced proposal which is a part of these terms and conditions and for costs incurred in responding to, or complying with, subpoenas, depositions, testimony, or document retrieval related to the Work at Consultant's current rates.

Invoices. Invoices will be submitted to Client periodically and payment in full is due within 30 days of Client receipt of payment from Owner. If Client objects to all or any portion of the invoice it will promptly notify Consultant and pay the portion of the invoice not in dispute. The parties will immediately make every effort to settle disputed amounts. Interest at the lesser of 1.5% per month or the highest legally permissible rate, will be applied to the outstanding undisputed balance for accounts not paid within 30 days from the billing date. Client agrees to pay all costs incurred in the collection of any delinquent amount.

July 31, 2026

Mr. Pedro Mora
Construction Project Manager
Alameda Unified School District
2060 Challenger Drive
Alameda, California 94501

VIA EMAIL: pmora@alamedaunified.org

Subject: Proposal to Participate in the Review of Sitewide Human Health Risk Assessment for the Alameda High School Softball Field Located at 2200 Central Avenue in Alameda, California

Dear Mr. Mora:

Thank you for giving Enviro-Tox Services, Inc. (Enviro-Tox) the opportunity to present this proposal to the Alameda Unified School District. Enviro-Tox proposes to review the sitewide Human Health Risk Assessment (HHRA) to be completed by Kleinfelder for the site.

- The Scope of Work proposed by Enviro-Tox includes:
- Review background description and analytical data collected for the site. Check approximately 10 percent of the tabulated analytical data against analytical laboratory reports.
- Assess whether data collected is of sufficient quality and quantity to support the evaluation of health risks.
- Review the adequacy of assumptions, models, parameters and values used in the development of health impact calculations.
- Check approximately 50 percent of the calculations used in the derivation of health risk estimates. If errors are found, the nature of the errors will be documented, and a higher percentage of the calculations will be checked for accuracy.
- Compare methodology used in the Health Risk Assessment to established U.S. Environmental Protection Agency (USEPA) and California Department of Toxic Substances Control (DTSC) risk assessment guidance.

- Submit letter-report of findings to the Alameda Unified School District.
- Enviro-Tox will make itself available for consultation for the duration of project.
- Participate in conference calls related to the project.
- Project management.

The ultimate objective of the review is to corroborate that the assumptions, models, equations, parameters and references adequately support the conclusions and recommendations made in the HHRA report. Deviations from established regulatory guidance or potential deficiencies noted will be reported in writing to the School District.

It is estimated it will take somewhere between 16 to 24 hours of my time to complete the review. My hourly rate is \$270 per hour. Based on the estimated time, the HHRA review will be conducted on a time-and-material basis for a fee not to exceed \$6,480 (or about 24 hours of my time). Non-labor expenses and materials such as production of graphics, document reproduction, communications, transportation, and incidental expenses will be billed at cost, plus the standard administrative fee.

If you agree with the proposed scope of work and wish for Enviro-Tox to proceed, please sign the attached Approval and Acceptance page. Return one signed copy of the Approval and Acceptance page to Enviro-Tox and retain a copy for your files. Enviro-Tox is prepared to begin work on this project immediately upon receipt of your written authorization to proceed.

It has been my pleasure to submit this proposal, and I look forward to working with you on this project. If you have any questions, please call me at 949-387-0700.

Sincerely,

Enviro-Tox Services, Inc.

A handwritten signature in black ink, appearing to read 'H. Robles', with a stylized flourish at the end.

Heriberto Robles, Ph.D., D.A.B.T.
President

APPROVAL AND ACCEPTANCE

Proposed Service: Review Sitewide Human Health Risk Assessment

Project Name: Alameda High School Softball Field Located at 2200 Central Avenue in Alameda, California

Date: July 31, 2026

Billing Terms: Time and Materials Not to Exceed \$6,480.

Alameda Unified School District


Shariq Khan (08/12/2026 11:03:48 PDT)

08/12/2026

Signature

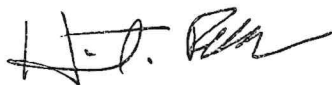
Date

Shariq Khan

Asst. Sup. - Business Services

(Please print name and title)

Enviro-Tox Services, Inc.



July 31, 2026

Heriberto Robles, Ph.D., D.A.B.T. / President

Date

Term. This Agreement will expire upon completion of the Work unless otherwise terminated in accordance with the section of this Agreement entitled *Termination*.

Standard of Care. The Work shall be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of Consultant's profession in the same locale acting under similar circumstances and conditions. No other warranty or representation, either expressed or implied, is included or intended in any proposals, contracts, opinions, or reports.

Indemnity. Consultant will indemnify and hold harmless Client, its officers and employees from and against any and all actions, claims, damages or expenses, including reasonable attorney's fees and court costs asserted by any person or entity, including Client, for personal injuries, including disease and death, property loss or damage, injuries to others (including personnel of Client, Consultant or its subcontractors) arising from, or to the extent caused by, Consultant's negligent acts, errors or omissions in the performance of its Work except if such injury, loss or damage is caused by the sole negligence of Client.

Insurance. Consultant will maintain the following insurance policies and minimum limits: a) Commercial General Liability insurance - \$1,000,000 per occurrence and aggregate; b) Automobile Liability - \$1,000,000 combined single limit; c) Professional Liability - \$1,000,000 per claim and aggregate. Certificates will be provided to Client showing proof of above insurance, upon request. Neither Client nor Consultant shall be liable to each other or to any third party, for special, incidental, consequential or penalty loss or damage, including, without limitation, lost profits.

Liability Sharing. Client recognizes Consultant's compensation does not include unlimited liability exposure of Consultant. Accordingly, Client and Consultant agree that with respect to any claim, cause of action or other assertion of liability for loss or damage allegedly arising from or caused in whole or in part by the acts, errors or omissions of Consultant in connection with the Work, Consultant's total aggregate liability to Client and to any third party for any claims, losses, or damages arising out of or related to the Work shall be limited to the lesser of:

(a) \$100,000, or

(b) the available limits of Consultant's applicable insurance coverage required under this Agreement.

This limitation of liability shall not apply to claims resulting from Consultant's gross negligence or willful misconduct. Nothing in this clause shall be interpreted as a waiver of any immunities or defenses available to the Client under applicable law.

Confidentiality. Each party will retain as confidential all information, including intellectual property and data, delivered to it by the other ("Confidential Information"). Confidential Information will not be disclosed to any third party, unless required by law or regulation. However, this obligation shall not apply to Confidential Information when it is: a) known to the receiving party before being obtained from the other party; or b) generally available to the public; or c) obtained from a third party who is not under any obligation of confidentiality to the other party; or d) obtained following written release by the other party. Client agrees that, consistent with its professional responsibilities and applicable law, Consultant may be obligated to take action to protect public health, safety, or the environment, or to disclose to government regulatory agencies environmental conditions that are discovered during the course of the Work. Consultant will notify Client prior to taking such action or disclosing such conditions to any government regulatory agency unless the time necessary to provide such notice may result in, or increase the risk of imminent harm, to person, property, or the environment, or may render Consultant criminally or civilly liable under applicable law.

Information Provided by Others. Consultant will be entitled to rely on the accuracy and completeness of information prepared by others for which Consultant was not retained to verify. Consultant is not liable to Client or any third party for injury or loss arising or allegedly arising from errors, omissions, or inaccuracies in documents or other information, which were not prepared by Consultant.

Ownership and Use of Documents. Client acknowledges the Consultant's work product(s), including electronic files, as instruments of professional service. Unless otherwise agreed by the parties hereto in writing, the final work product(s) prepared pursuant to this Agreement shall remain the property of Consultant. Reuse of Consultant's work product(s) by anyone for other than its intended purpose shall be at the user's sole risk.

Force Majeure. Consultant will be excused for any delays in the performance of the Work caused by conditions beyond Consultant's reasonable control. Consultant will use reasonable diligence to avoid any such delay and will resume performance as promptly as possible.

Termination. Client may terminate this Agreement upon ten (10) days advance written notice should Consultant fail to substantially perform in accordance with the terms of this Agreement. Consultant will have ten (10) days following date of the notice to cure its default under this Agreement to the satisfaction of Client. In the event Client terminates this Agreement then Client will pay Consultant for Work completed to the date of the termination.

Client may upon ten (10) days advance written notice to Consultant, terminate or suspend all or any portion of the Work. Upon receipt of a notice of termination or suspension, Consultant will discontinue Work. Client will pay Consultant for Work completed to the date of the termination or suspension and any reasonable additional costs incurred by Consultant.

Mediation. Unless otherwise mutually agreed by Client and Consultant any unresolved claim, dispute or other matters in question between the parties related to this Agreement shall be submitted to nonbinding mediation. Should the parties be unsuccessful in arriving at a mutually satisfactory settlement through nonbinding mediation, then such disputes may, with the consent of both parties, be settled by arbitration according to the Rules of the American Arbitration Association currently in effect.

Assignment and Subcontract. This Agreement will not be assigned by either party without advance written approval of the other; however, Consultant may engage suitably trained and skilled persons or firms, including any affiliate of Consultant, to perform any part of the Work.

Attorneys' Fees. In the event of any legal action arising out of or relating to this Agreement, each party shall bear its own attorneys' fees and costs, regardless of the outcome. This provision shall not limit the rights of either party to recover attorneys' fees or costs where expressly authorized by statute or a court of competent jurisdiction.

Independent Contractor. In performing the Work under this Agreement, Consultant will operate as, and have the status of, an independent contractor and will not act as or be an employee, representative or agent of Client. Consultant will be solely responsible for determining the means and methods for performing the consulting services described in the section of this Agreement entitled *Services*.

No Waiver. The failure of either party to insist on strict performance of the terms hereunder will not be deemed as a waiver of any rights or remedies that such party may have for any subsequent breach, default, or non-performance and either party's right to insist on strict performance of this Agreement. No waiver is valid unless set forth in writing signed by the waiving party.

Notices. Any and all notices or other communications or notices required pursuant to this Agreement shall be deemed to have been duly given or made for all purposes (i) if hand delivered - on the day delivered; (ii) if sent by a nationally recognized overnight courier - on the next business day after it is sent; (iii) if sent by telephone facsimile transmission – upon confirmation of delivery; or (iv) if mailed by first-class mail, postage prepaid - on the third (3rd) day after depositing in the mail, to the applicable addresses set forth above or to such other address as such party has designated by notice so given to each other party.

Severability. It is intended that each Section of this Agreement will be viewed as separate and divisible, and in the event that any Section, or part thereof, is held to be invalid, the remaining Sections and parts will continue to be in full force and effect.

Precedence. This Agreement will take precedence over any inconsistent or contradictory provisions contained in any purchase order, requisition, notice to proceed, or like document regarding the Work. In the event of any inconsistency between the text of this Agreement and other documents incorporated by reference, these general terms and conditions will take precedence.

Governing Law. The laws of the State of California, without regard to its conflict of laws doctrine, will govern the validity of this Agreement, its interpretation and performance. Any litigation arising from this Agreement will be brought in the courts of that State.

Entire Agreement. These General Terms and Conditions and Proposal constitute the entire agreement between Client and Consultant and supersede all prior or contemporaneous communications, representations, or agreements, whether oral or written, with respect to the subject matter. No agreement hereafter made between the parties will be binding unless reduced to writing and signed by an authorized officer. All provisions will survive termination or completion of Work under this Agreement.

The following Supplemental Terms and Conditions apply only to the extent Consultant performs such Work:

Health Risk Assessments

Professional Responsibility. Client recognizes that environmental, geologic, and land use conditions can vary from those encountered at the times and locations where data are obtained and that the limitation on available data results in some level of uncertainty with respect to the interpretation of these conditions, despite the use of standard professional care and skill.

**AMENDMENT NO. 7 TO MASTER FACILITIES LEASE BETWEEN LATHROP
CONSTRUCTION ASSOCIATES AND ALAMEDA UNIFIED SCHOOL DISTRICT
FOR MEASURE B KOFMAN THEATER STAGE UPGRADES PROJECT**

This Amendment No. 7 to the Master Facilities Lease entered on August 25, 2026, between **Lathrop Construction Associates, Inc.** (“**Developer**” or “**Lessor**”) and the **Alameda Unified School District**, a California public school district located in Alameda, California (“**District**” or “**Lessee**”) (“**Amendment**”). The District and Developer may be referred to individually as a “**Party**” or collectively as “**Parties**.”

RECITALS

WHEREAS, the Parties executed the following two leases pursuant to Section 17406 of the Education Code of the State of California under which Developer is to provide for the construction of stage upgrades at Kofman Theater (located at Alameda High School): (“**Project**”):

1. Master Site Lease between Alameda Unified School District as Lessor and Lathrop Construction Associates, Inc. as Sublessee, dated November 14, 2023 (“**Site Lease**”); and
2. Master Facilities Lease between Lathrop Construction Associates, Inc. as Lessor and Alameda Unified School District as Sublessee, dated as of November 14, 2023 (“**Facilities Lease**”) (the Site Lease and Facilities Lease may be collectively referred to with all incorporated exhibits as “**Lease Leaseback Documents**”); and

WHEREAS, the scope of work at the time the Facilities Lease was executed was limited to preliminary services for the Project in the amount of \$24,000 and

WHEREAS, on June 25, 2024, the Parties amended the Lease-Leaseback Documents to include the construction of stage upgrades at Kofman Theater in the amount of \$3,215,835; and

WHEREAS, on December 16, 2024, the Parties further amended the Lease-Leaseback Documents to changes as outlined in the attached Change Order 001 in the amount of \$107,302; and

WHEREAS, on March 25, 2025, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 002 in the amount of \$98,686; and

WHEREAS, on June 10, 2025, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 003 in the amount of \$46,959; and

WHEREAS, on December 9, 2025, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 004 in the amount of \$28,660; and

WHEREAS, on March 10, 2026, the Parties further amended the Lease-Leaseback Documents to include changes as outlined in the attached Change Order 004 in the amount of \$58,596; and

WHEREAS, it is now the desire and intention of the Parties to further amend the Lease-Leaseback Documents by incorporating the following changes as outlined in the attached Change Order 006 in the amount of \$20,087; and

WHEREAS, the total contract price for the Project, including this amendment, is as follows:

Project Cost Summary	
Scope of Work	Amount
Preliminary Services	\$24,000
Construction of Kofman Theater stage upgrades	\$3,215,835
Change Order 001	\$107,302
Change Order 002	\$98,686
Change Order 003	\$46,959
Change Order 004	\$28,660
Change Order 005	\$58,596
Change Order 006	\$20,087
Total	\$3,600,125

NOW, THEREFORE, in light of the foregoing facts and in further consideration of the promises and agreements of the Parties set forth herein below, it is mutually agreed as follows:

TERMS AND CONDITIONS

Except as revised herein, all other provisions of the Lease Leaseback Documents and/or addendum shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment and any provision of the Lease Leaseback Documents, the provisions of this Amendment shall control.

THE FOLLOWING CHANGES SHALL BE MADE TO THE FACILITIES LEASE:

1. **Exhibit C-7** shall be added to the Facilities Lease and shall replace Exhibit C-5. A copy of Exhibit C-7 is attached hereto as **Attachment 1** to this Amendment.
2. **Exhibit G-7** shall be added to the Facilities Lease, a copy of which is attached hereto as **Attachment 2** to this Amendment.
3. The Parties acknowledge that this Amendment No. 7 is subject to approval or ratification by the District Board of Education ("Board"). In the event that the Board rejects this Amendment No. 7, none of the Parties shall be deemed to have waived any rights with respect to the Lease-Leaseback Documents.
4. All other provisions of the Lease-Leaseback Documents shall remain in full force and effect and are reaffirmed. If there is any conflict between this Amendment No. 7 and any provision of the Lease-Leaseback Documents, the provisions of this Amendment No. 7 shall control.
5. This Amendment constitutes the entire agreement between the Parties related to the specific subject matter covered herein and supersedes all prior discussions, negotiations, and agreements, whether oral or written. No extrinsic evidence whatsoever shall be admissible to supplement or vary the terms of this full and completely integrated written agreement. This Amendment may be amended or modified only by a written instrument executed by both Parties.

ACCEPTED AND AGREED on the final date indicated below:

ALAMEDA UNIFIED SCHOOL DISTRICT

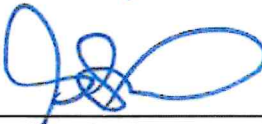
Date: August 18, 2026

By: Ruth Boyd
Ruth Boyd (08/18/2026 14:35:14 PDT)

Ruth Boyd
Project Manager

LATHROP CONSTRUCTION ASSOCIATES, INC.

Date: August 18, 2026

By: 

Anthony Reed
Vice President

Date: August 18, 2026

By: Shariq Khan
Shariq Khan (08/18/2026 12:06:39 PDT)

Shariq Khan
Assistant Superintendent, Business Services

Date: August 25, 2026

By: _____
Ryan LaLonde
President, Board of Education

ATTACHMENT 1

EXHIBIT C-7 TO FACILITIES LEASE

**EXHIBIT C-7
TO
FACILITIES LEASE**

KOFMAN THEATER STAGE UPGRADES

**GUARANTEED PROJECT COST AND
OTHER PROJECT COST, FUNDING, AND PAYMENT PROVISIONS**

- 1. Preliminary Services Payments.** The terms and conditions pertaining to the payment for Preliminary Services, if any, under the Facilities Lease, are set forth in the Agreement for Preliminary Services (**Exhibit L** to the Facilities Lease).
- 2. Site Lease Payments.** As indicated in the Site Lease, Contractor shall pay One Dollar (\$1.00) per year to the District as consideration for the Site Lease until the expiration or early termination of the Site Lease and/or the Facilities Lease.
- 3. Guaranteed Project Cost (or Guaranteed Maximum Price).** Pursuant to the Facilities Lease, will cause the Project to be constructed for **Three Million Five Hundred Seventy-Six Thousand One Hundred Twenty-Five Dollars (\$3,576,125)** ("**Guaranteed Project Cost**" or "**GPC**" or "**Guaranteed Maximum Price**" or "**GMP**"). Except as indicated herein for modifications to the Project approved by the District pursuant to **Exhibit D**, or by written amendment, Contractor will not seek additional compensation from District in excess of Guaranteed Project Cost. District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus Interest as indicated herein. The Guaranteed Project Cost includes the following components and as further detailed herein:

3.1. Cost to Perform Work.

3.1.1. Subcontract Costs. Payments made by the Contractor to Subcontractors, which payments shall be made in accordance with the requirements of the Contract Documents. The final, contracted-for amount between the Contractor and each Subcontractor shall be the exact amount that is put into the final GPC, after all leveling between trades and subcontractors and without any added allowances or contingencies, unless specifically identified and approved, in advance, by the District.

3.1.2. Contractor-Performed Work. Costs incurred by the Contractor for self-performed work, if approved in advance by the District and procured pursuant to the Contract Documents.

3.2. General Conditions. The fixed amount to be paid for all costs for labor, equipment and materials for the items identified therein which are necessary for the proper management of the Project, and shall include all costs paid or incurred by the Contractor (except for insurance); all fees, permits, assessments and charges that are required to be paid to other agencies or entities to permit, authorize or entitle construction, reconstruction or completion of the Project; taxes; and all contributions, assessments and benefits, holidays, vacations, retirement benefits, and incentives, whether required by law or collective bargaining agreements or otherwise paid or provided by Contractor to its employees. The District reserves the right to request changes to the personnel, equipment, or facilities provided as General Conditions as may be necessary or appropriate for the proper management of the Project, in which case, the cost of General Conditions shall be increased or reduced accordingly. The General Conditions for this Project total **\$226,676**.

- | | |
|----------------------------------|------------------|
| 3.3. Bonds and Insurance. | \$67,368 |
| 3.4. Overhead and Profit. | \$138,104 |

3.5. Contingency. NOT USED

3.5.1. A contingency of _____ (\$ _____) (~~"Contingency"~~) is included in the Guaranteed Project Cost and may be used at the Contractor's request only upon obtaining the District's prior written approval. Prior to requesting the payment for any portion of the Contingency, Contractor must submit to the District a written request for the Contractor's use of the Contingency that shall include a description of the requested use of the Contingency and why it is necessary to complete the Project with sufficient detail and, if necessary, substantiation enabling the District to determine that the proposed use of the Contingency covers one of the items below. The Contingency shall only be for the following items:

3.5.1.1. ~~Scope gaps;~~

3.5.1.2. ~~Costs to address unforeseen safety items not contemplated by the Parties at the time of the execution of the Contract;~~

3.5.1.3. ~~Construction associated with the refinement of incomplete design information within the Plans and Specifications that could have been identified and corrected prior to the District's issuance of the solicitation for this Project as part of a reasonable constructability review of the Documents on which the Guaranteed Project Cost is based; provided that the incomplete design information could not have been identified by Contractor's constructability review during Preliminary Phase, if any constructability review was performed by Contractor;~~

3.5.1.4. ~~Damage that has occurred between trades during construction, excluding (a) costs of repairing or correcting Work damaged or improperly executed by workers, (b) work that was improperly or incorrectly performed by Contractor or its subcontractors or suppliers, or (c) damage that is covered by Contractor's or Subcontractor's insurance, excluding the District's insurance; or~~

3.5.1.5. ~~Other items requested by the Contractor if approved by the District and in the District's sole discretion.~~

3.5.2. The Contingency shall only be used:

3.5.2.1. ~~Upon Contractor demonstrating that the item was not otherwise in its or its Subcontractors' pricing for the Project; and~~

3.5.2.2. ~~Only if the cost of the Work is not recoverable by Contractor from any other available funding source, including, without limitation, from others, by insurance or otherwise.~~

3.5.3. Contractor shall prepare documents for its use of Contingency through the "Changes in the Work" section of **Exhibit D**. Any PCO shall identify that Contractor shall be compensated out of the Contingency. The Contractor is entitled to mark up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in **Exhibit D**) when it uses the Contingency, but only if the Contractor did not include the Contingency amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.

3.5.4. If Contractor depletes the Contingency, any costs for items referenced in this "Contingency" section shall be at the Contractor's sole expense.

3.5.5. ~~The unused portion of the Contingency shall be retained by the District at the end of the Project.~~

- 3.6. **Allowances.** An allowance of **Two Hundred Thousand Dollars (\$200,000)** has been included in the GPC for the sole purpose of furnishing a production light fixtures package for the stage. An additional allowance of **One Hundred Fifteen Thousand Six Hundred Forty-Eight Dollars (\$115,648)** has been included in the GPC for the sole purpose of furnishing a new main theater stage drape.

3.6.1 Prior to requesting the payment for any use of an Allowance, Contractor must submit to the District a written request for the Allowance that shall include a description of the requested use of the Allowance and why it is necessary to complete the Project.

3.6.2 Contractor shall prepare documents for its use of an Allowance through the "Changes in the Work" section of Exhibit D. Any PCO shall identify that Contractor shall be compensated out of an Allowance. The Contractor is entitled to mark-up its pricing in the same structure it can for a Change Order (see the "Format for Proposed Change Order" section in Exhibit D) when it uses an Allowance, but only if the Contractor did not include the Allowances amount when it priced its Fee, bonds and insurance, overhead or profit to establish the GPC. Contractor shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO.

3.6.3 The unused portion of the Allowances shall be retained by the District at the end of the Project.

4. **Payment of Guaranteed Project Cost.** District shall pay the Guaranteed Project Cost to Contractor in the form of Tenant Improvement Payments and Lease Payments plus interest as indicated herein.

4.1. **Tenant Improvement Payments.** Prior to the District's taking delivery or occupancy of the Project, the District shall pay to Contractor **Three Million Four Hundred Eleven Thousand Three Hundred Eighty-Seven Dollars (\$3,411,387)** ("**Tenant Improvement Payment(s)**"), based on the amount of Work satisfactorily performed and approved by the District less the total amount to be paid as Lease Payments, according to the Contractor's Schedule of Values (**Exhibit G** to the Facilities Lease) and pursuant to the provisions in **Exhibit D** to the Facilities Lease.

4.2. **Lease Payments Plus Interest.** Thirty (30) days after the Parties execute the Memorandum of Commencement Date attached to the Facilities Lease as **Exhibit E** and the Contractor has completed and satisfied the conditions indicated below, the District shall pay to Contractor **One Hundred Sixty-Four Thousand Seven Hundred Thirty-Eight Dollars (\$164,738)** ("**Lease Payment(s)**") plus interest, as indicated below.

4.2.1. It is the intent of the Parties that the Lease Payments plus interest will be kept from the Contractor's final payment application(s), including payment application(s) seeking payment of any Retention held pursuant to the Contract Documents.

4.2.2. The Lease Payments plus interest shall be consideration for the District's rental, use, and occupancy of the Project and the School Site(s) and shall be made in equal monthly installments for the duration of the Term.

4.2.3. The District represents that the total annual Lease Payment plus interest obligation does not surpass the District's annual budget and will not require the District to increase or impose additional taxes or obligations on the public that did not exist prior to the execution of the Facilities Lease.

4.2.4. **Fair Rental Value.** District and Contractor have agreed and determined that the total Lease Payments plus interest constitute adequate consideration for the lease term in the Facilities Lease and are reasonably equivalent to the fair rental value of the Project. In making such determination, consideration

has been given to the obligations of the Parties under the Facilities Lease and Site Lease, the uses and purposes which may be served by the Project and the benefits therefrom which will accrue to the District and the general public.

4.2.5. Each Payment Constitutes a Current Expense of the District.

4.2.5.1. The District and Contractor understand and intend that the obligation of the District to pay Lease Payments plus interest and other payments hereunder constitutes a current expense of the District and shall not in any way be construed to be a debt of the District in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the District, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or moneys of the District.

4.2.5.2. Lease Payments plus interest due hereunder shall be payable only from current funds which are budgeted and appropriated or otherwise made legally available for this purpose. This Facilities Lease shall not create an immediate indebtedness for any aggregate payments that may become due hereunder.

4.2.5.3. The District covenants to take all necessary actions to include the estimated Lease Payments plus interest in each of its final approved annual budgets.

4.2.5.4. The District further covenants to in good faith make all necessary appropriations (including any supplemental appropriations) from any source of legally available funds of the District for the actual amount of Lease Payments plus interest that come due and payable during the period covered by each such budget. Contractor acknowledges that the District has not pledged the full faith and credit of the District, State of California or any state agency or state department to the payment of Lease Payments plus interest or any other payments due hereunder. The covenants on the part of District contained in this Facilities Lease constitute duties imposed by law and it shall be the duty of each and every public official of the District to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the District to carry out and perform the covenants and agreements in this Facilities Lease agreed to be carried out and performed by the District.

4.2.5.5. The Contractor cannot, under any circumstances, accelerate the District's payments under the Facilities Lease, but the District may elect to buyout the Facilities Lease as provided for herein.

4.2.6. Timing of Lease Payments. The first Lease Payment is due only after the following conditions have been completed and satisfied:

4.2.6.1. The Final Tenant Improvement Payment has been paid;

4.2.6.2. All applicable Retention (less the Lease Payments) has been paid pursuant to the terms of the Contract Documents;

4.2.6.3. The Parties have executed the Memorandum of Commencement Date, attached to the Facilities Lease as **Exhibit E**; and

4.2.6.4. The Contractor has provided a duly completed and executed "**Unconditional Waiver and Release upon Final Payment**" compliant with Civil Code section 8138 from all subcontractors of any tier and suppliers that each has been paid all amounts owing to it from the Contractor for all work on the Project.

4.2.7. The Lease Payment Amount shall be paid pursuant to the following structure and the annual interest rate shall be at **4.5 percent**. To the extent that the Term runs into a subsequent calendar year, the interest rate shall not adjust, unless agreed upon by the District in writing.

Date of Payment	(A) Lease Payments	(B) Interest Due on Lease Payment	Lease Payment plus interest due by District to Contractor (A + B)
30 Days after execution of Memorandum of Commencement and the above conditions have been completed and satisfied	\$13,728.16	\$602.97	\$14,331.13
30 days thereafter	\$13,728.16	\$553.75	\$14,281.91
30 days thereafter	\$13,728.16	\$504.35	\$14,232.51
30 days thereafter	\$13,728.16	\$454.76	\$14,182.92
30 days thereafter	\$13,728.16	\$404.98	\$14,133.14
30 days thereafter	\$13,728.16	\$355.02	\$14,083.18
30 days thereafter	\$13,728.16	\$304.87	\$14,033.03
30 days thereafter	\$13,728.16	\$254.53	\$13,982.69
30 days thereafter	\$13,728.16	\$204.01	\$13,932.17
30 days thereafter	\$13,728.16	\$153.29	\$13,881.45
30 days thereafter	\$13,728.16	\$102.38	\$13,830.55
30 days thereafter	\$13,728.16	\$51.29	\$13,779.45
TOTAL	\$164,737.94	\$3,946.19	\$168,684.14

4.2.8. **Financed Portion of Lease Payments.** The District requires the Contractor to finance a portion of the Lease Payments and that financing is reflected in the table above.

4.3. In no event shall the cumulative total of the Tenant Improvement Payments and the Lease Payments plus interest ever exceed the Guaranteed Project Cost as defined herein, unless modified pursuant to **Exhibit D** to the Facilities Lease.

5. **Changes to Guaranteed Project Cost.**

5.1. As indicated in the Facilities Lease, the Parties may add or remove specific scopes of work from the Project. Based on these change(s), the Parties may agree to a reduction or increase in the Guaranteed Project Cost. If a cost impact or a change is agreed to by the Parties, it shall be reflected as a reduction or increase in the Tenant Improvement Payments and paid upon the payment request from the Contractor when the work is performed or deducted from the next payment request from the Contractor, as applicable. Any change to the Guaranteed Project Cost shall not affect the Lease Payments, nor the interest rate, unless expressly agreed upon by the District in writing.

5.2. The Parties acknowledge that the Guaranteed Project Cost is based on the Construction Documents, including the Plans and Specifications, as identified in **Exhibit J** to the Facilities Lease.

5.3. **Cost Savings.** Contractor shall work cooperatively with Architect, subcontractors and District, in good faith, to identify appropriate opportunities to reduce Project costs and promote cost savings. Any identified cost savings from the Guaranteed Project Cost shall be identified by Contractor, and if approved in writing by the District, that cost savings shall be deducted from the Guaranteed Project Cost. If any cost savings require revisions to the Construction Documents, Contractor shall work with the District with respect to revising the Construction Documents and, if necessary, obtaining the approval of DSA with respect to those revisions. At the District's discretion, any reasonable cost incurred by District and/or the Contractor for those revisions may be paid for out of the identified savings before it is deducted from the Guaranteed Project Cost. Contractor shall be entitled to an extension of Contract Time equal to the delay in Project Completion caused by any cost savings adopted by District, if requested in writing before the approval of the cost savings.

5.4. Insurance and Bond Reimbursements. At Project Completion, Contractor shall require reimbursement from its insurance brokers and/or insurers and its bond brokers and/or sureties, all portions of Contractor's bond premiums, either paid or to be paid, that are not at-risk due to a reduction in the Guaranteed Project Cost. All amounts of premium reimbursement that Contractor receives from the Contractor's insurance brokers and/or insurers and its bond brokers and or sureties, shall be withheld by District from Contractor's Lease Payment(s). The District shall estimate this amount until Contractor indicates what the total amount of this reimbursement.

6. Future Buyout of Facilities Lease. The District may choose to buyout the Lease Payments in a lump sum during the term of the Facilities Lease. The Parties agree that any buyout will be memorialized in writing and serve to terminate the Site Lease and the Facilities Lease and will reduce the interest owed based on the time of the buyout. Under no circumstances can this buyout occur until at least sixty (60) days after Project Completion or the Execution of the Memorandum of Commencement Date, whichever is later. In no event shall any buyout increase the total amount of Lease Payment amounts, plus interest in excess of the amounts included in the Project's Guaranteed Project Cost.

ATTACHMENT 2
EXHIBIT G-7 TO THE FACILITIES LEASE
SUMMARY OF CHANGE ORDER

AMENDMENT 7 - CHANGE ORDER LOG

PROJECT Kofman Stage Upgrades

DISTRICT AUSD

CONTRACTOR Lathrop Construction

IOR Romer Panaguiton & Andrew J. Washington

PCCO #	Description	PCO #	PCO Amount
006	<u>Remove Rivets</u> Cost to remove existing steel rivets in the way of the new fire curtain. (unforeseen condition)	57	\$10,525.10
006	<u>Correct Voids at Balcony Carpet</u> Cost to patch carpet voids existing at the balcony. (AUSD request)	50	\$3,879.43
006	<u>Add structural support at existing floor hatch</u> Cost to add a support at the control booth floor hatch for safety.	59	\$592.96
006	<u>Modify battens due to conflict with pin rail</u> Cost to shorten the battens as the existing pin rail clashed with them. (existing condition).	60	\$5,089.75
TOTAL:			\$20,087.24

**MASTER AGREEMENT FOR
CONSULTANT/PROFESSIONAL SERVICES (CONSTRUCTION RELATED)
BY AND BETWEEN
ALAMEDA UNIFIED SCHOOL DISTRICT
AND
QUALITY ASSURANCE ENGINEERING, INC.**

- | | | |
|--|--|--|
| ☐ Geotechnical Services | ☐ Hazardous Material Testing | ☒ Special Testing & Inspection |
| ☐ Surveying – Topographic | ☐ Water / Sewer Line Testing and Inspection | |
| ☐ Gas Line Testing and Inspection | | |
| ☐ Other Scope / Services: _____ | | |

This Agreement for Consultant Professional Services (“**Agreement**”) is made and entered into as of **August 25, 2026** by and between **Alameda Unified School District** (“**District**”) and **Quality Assurance Engineering, Inc.** (“**Consultant**”) (individually a “**Party**” or collectively the “**Parties**”).

RECITALS

WHEREAS, the District is authorized by California Government Code section 4525, et seq., to contract with and employ qualified firms, partnerships, corporations, associations, persons, or professional organizations for environmental consulting services through a fair, competitive selection process, which the District utilized when it was applicable; and

WHEREAS, the District is also authorized by California Government Code section 53060 to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant is specially trained, experienced, competent and duly licensed under the laws of the State of California to perform the services pursuant to this Agreement.

AGREEMENT

NOW, THEREFORE, for good and sufficient consideration, receipt of which is acknowledged, the Parties agree as follows:

1. Services.

1.1. The Consultant shall provide the services as indicated in each Project Authorization based on submitted proposals (“**Services**” or “**Work**”).

1.2. The Services for the Project shall be performed on the following project(s) / site(s):

Master Agreement to cover various Construction projects as needed and with approval of Project Authorizations based on submitted proposals as allowable per RFQ for Construction Testing & Inspection Services dated September 25, 2023. Sites may include but are not limited to: Encinal Jr. & Sr. High School, and Otis Elementary School.

1.3. Consultant may perform Services at multiple Sites for the Project. The Consultant’s Services at any one of the Sites or combination thereof may be changed, including terminated, in the same manner as the Project, as indicated herein, without changing in any way the remaining Consultant’s Services at other Site(s). The provisions of this Agreement shall apply to the Consultant’s Services at each Site, without regard to the status of the remaining Project component(s). Consultant shall invoice for each inspection and test separately and

for each Site separately and District shall compensate Consultant for each Site separately on a proportionate basis based on the level and scope of Services completed for each Site.

2. **Term.** Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be for the following (“Term”):

Two Year Term valid through September 25, 2028.

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

<u> X </u>	Signed Agreement
<u> X </u>	(3 Certifications): Fingerprinting/Criminal Background Investigation Certification; Iran Contracting Act Certification; Russian Sanctions Certification
<u> X </u>	Insurance Certificates and Endorsements
<u> X </u>	W-9 Form
<u> </u>	_____

4. **Compensation.** Consultant’s fee for the performance of Consultant’s Services shall be on an hourly basis and/or a per unit basis. District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement on a per Project basis per proposed fee, for a total fee not to exceed \$400,000.00 for all projects under this Master Agreement (“**Total Fee**”). District shall not be obligated to pay or be liable in law or in equity for any amount incurred by Consultant above the Total Fee. District shall pay Consultant according to the following terms and conditions:

- 4.1. The Consultant shall submit a monthly itemized statement of Service charges and expenses to the District for the preceding month. If Consultant performs Services for more than one Site, Consultant shall prepare a separate, itemized statement for each Site. The itemized statement shall reflect the hours spent by the Consultant in performing its Services on each task, and, if applicable, the statements shall reflect expenses and materials. The invoices shall contain a sufficiently detailed description of any task performed by Consultant. The itemized statement shall show the days and hours worked each workday Consultant performs Services for the previous month. District will permit a two (2) month grace period beyond this time for the Consultant to submit its invoice for a particular month’s work (i.e., a total of three (3) months for Consultant to submit an invoice for a particular month’s work). No amounts shall be due or owing to the Consultant if it fails to submit an invoice to the District at or before the end of that grace period.
- 4.2. Consultant must provide, to the District’s satisfaction, appropriate substantiation for all Services performed on an hourly basis. Consultant shall properly support payment of all hourly services, as further described herein, for each invoice or application for payment submitted by Consultant for its Services. Failure to satisfy this requirement may result in Consultant’s invoice or application for payment being rejected, at the District’s discretion, until District approves Consultant’s full compliance herewith.
- 4.3. Payment for the Work shall be made for all undisputed amounts in monthly installment payments within thirty (30) days after the Consultant submits an itemized statement to the District for Work actually completed and after the District’s written approval of the Work, or the portion of the Work for which payment is to be made.
- 4.4. **Hourly Rates.** The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Services and Extra Services on a per hour basis and shall not be changed for the term of the Agreement.

Item	Rate
Engineering / Mix Design / Specification Reviews	\$225.00 each
Inspection Services (Applies to reinforced concrete, structural steel, welding, masonry, fireproofing, post-installed anchors, non-shrink grout, fabrication, and related inspection activities.)	\$130.00/hr
Concrete Compression Tests	\$70.00 each
Sample Pick-Ups	\$70.00/trip
Rebar Bend & Tensile Tests	\$130.00 each
Masonry Prism Compression Testing	\$130.00 each
CMU Block Testing - Compression	\$130.00 each
CMU Block Testing - Linear Shrinkage	\$240.00 each
CMU Block Testing - Moisture & Absorption	\$220.00 each
Grout Compression Tests	\$125.00 each
Mortar Compression Tests	\$100.00 each
Non-Shrink Grout Compression Tests	\$120.00 each
High Strength Bolt Assemblies	\$375.00 each
Fireproofing Adhesion/Cohesion Tests	\$70.00 each
Fireproofing Density Tests	\$100.00 each
Project Engineering & Management	15%
DSA Interim Verified Reports	\$150 each
Final Affidavit (per Applicable Permit)	\$500.00

Additional Billing Terms

- Overtime (>8 hrs/day): 1.5× applicable rate
- Overtime (>12 hrs/day): 2.0× applicable rate
- Saturday: 1.5× applicable rate; 2.0× after 8 hrs
- Sundays & Holidays: 2.0× applicable rate
- Swing/Graveyard Shift Premium: +\$12.50/hr
- Minimum Billing:
 - 0-4 hours: 4-hour minimum
 - 4-8 hours: 8-hour minimum
- Show-Up / Cancelled Dispatch: 2-hour minimum
- Premium Sample Pick-Up (after 4 PM, before 5 AM, weekends/holidays): 2× Sample Pick-Up Rate
- Laboratory Rush Testing: +50% of Testing Cost
- Annual Rate Escalation After June 30, 2027: 7% per year

4.5. **Extra Services.** District-authorized services outside of the scope of this Agreement or District-authorized reimbursables not included in the Consultant's Total Fee are "Extra Services." If the Consultant determines that Extra Services are necessary, then the Consultant may request from the District in writing the District's authorization to perform Extra Services. Any charges for Extra Services shall be paid by the District only upon certification that the claimed Extra Services were authorized, in writing, by the District and that the Extra Services have been satisfactorily completed. If any Services or Work are performed by the Consultant without prior written authorization by the District, the District will not be obligated to pay. Extra Services shall be requested, substantiated and paid as described in herein.

4.5.1. **Billing for Extra Services.** Consultant shall bill the District for Extra Services as follows:

4.5.1.1. Extra Services shall be billed for on an hourly basis and per-item basis.

4.5.1.2. The District shall pay Consultant only for all undisputed amounts within thirty (30) days after Consultant submits an invoice to the District for Extra Services actually completed and after the District's written approval of the Extra Services, or the portion of the Extra Services for which payment is to be made.

4.5.1.3. Consultant must provide, to the District's satisfaction, appropriate substantiation for all Extra Services performed on an hourly basis. Consultant shall properly support payment of all hourly services in each invoices, as specifically provided for herein.

5. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing the Services:

Not Applicable

6. **Materials.** Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement:

Not applicable

7. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the work herein contemplated, Consultant is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of Consultant's Work, District being interested only in the results obtained.

8. **Consultant and Subconsultant Registration and Compliance (When Applicable).** Consultant acknowledges that, for purposes of Labor Code section 1725.5, for all scopes of work that are within a classification of the Department of Industrial Relations (DIR) and for which there is a prevailing wage, then Labor Code section 1771 applies and that the Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. If that is the case, then:

8.1. Consultant shall comply with Labor Code section 1725.5, including without limitation the registration requirements for itself and its subconsultants. Consultant represents that all of its subconsultants are registered pursuant to Labor Code section 1725.5.

8.2. Consultant shall pay workers not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the DIR, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: <<http://www.dir.ca.gov>>.

8.3. Labor Code section 1771.1(a) states the following:

"A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section

10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

- 8.4. Consultant shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its CPRs to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations.
- 8.5. Consultant shall post job site notices, as required by law, including without limitation Labor Code section 1771.4.
- 8.6. Consultant shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.
9. **Designated Representatives.** Consultant shall coordinate with District personnel and/or its designated representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination or management of other work related to the Project.
10. **Performance of Services.**
 - 10.1. **Standard of Care.**
 - 10.1.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant'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 school districts. Consultant's Services will be performed with due care and in accordance with applicable law, code, rule, regulation, and/or ordinance.
 - 10.1.2. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.
 - 10.1.3. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon the professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.
 - 10.1.4. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess the appropriate license required by the State of California. All personnel shall have sufficient skill and experience to perform the work assigned to them.
 - 10.2. **Meetings.** In addition to all public hearings and meetings, Consultant agrees to participate in coordination meetings to discuss District strategies, timetables, implementations of Services, and any other issues deemed relevant to the Project.
 - 10.3. **District Approval.**
 - 10.3.1. The District has the right to inspect and supervise to secure satisfactory completion of the Services.
 - 10.3.2. Prior to any documents being made public, Consultant shall provide in draft form to District staff and District legal counsel, all documents that it or its subconsultants prepare.
 - 10.4. **New Project Approval.** Consultant and District recognize that Consultant's Services may include working on

various projects for District. Consultant shall obtain the approval of District prior to the commencement of a new project.

11. Information.

11.1. **Furnished by District.** Upon request by Consultant, District shall furnish Consultant any information and documents readily available to District that the Consultant determines may be of use to the Consultant in the performance of the Services. District shall rely upon Consultant to determine which information and documents may be of use to the Consultant in performance of the Services. District makes no representations with respect to the reliability, accuracy, or completeness of any information or documents furnished by the District. Consultant shall determine if it is appropriate to rely on the District furnished information or documents. Consultant shall determine if clarification, additional information, or additional data is needed, and if so, to seek it out.

11.2. **Furnished by Others.** Consultant is to obtain, utilizing its own personnel, any required information that has been developed by other public or private entities that are not under contract to District. Consultant shall determine if it is appropriate to rely on the information or data developed by these other public or private entities. Consultant shall determine if clarification, additional information, or additional data is needed.

12. **Originality of Services.** Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for the services.

13. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, 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 the District. Consultant consents to use of Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

14. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant 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 Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. For a period of three (3) years after final payment under this Agreement, all expenditures of public funds in excess of ten thousand dollars (\$10,000) shall be subject to examination and audit by the State Auditor. The audit shall be confined to those matters connected with the performance of this Agreement, including, but not limited to, the costs of administering the Agreement.

15. Termination.

15.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for the Services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) days after the day the notice was mailed, whichever is sooner.

15.2. **Without Cause by Consultant.** Consultant cannot terminate this Agreement without cause.

15.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to

terminate for cause. Cause shall include:

- 15.3.1. Material violation of this Agreement by the Consultant; or
- 15.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage; or
- 15.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for the intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

- 15.4. **With Cause by Consultant.** Consultant may only terminate this Agreement after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

- 15.4.1. Material violation of this Agreement by the District, or
- 15.4.2. Failure of the District to timely pay undisputed Consultant invoices.

Written notice by Consultant shall contain the reasons for the intention to terminate and unless within thirty (30) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the thirty (30) calendar days cease and terminate. During the thirty (30) calendar days the Inspector shall continue providing Services to the District until the Agreement ceases and terminates. In the event of this termination, the District may secure the Services from another Consultant.

- 15.5. **Documentation upon Termination.** Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not these documents are final or draft documents.

16. **Indemnification.** To the furthest extent permitted by California law, Consultant shall defend, indemnify, and hold free and harmless the District, its agents, representatives, officers, consultants, 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 ("**Claim(s)**"), but only to the extent that the Claim(s) arise out of, pertain to or relate to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services, the Project, and/or this Agreement, including without limitation the payment of all consequential damages.

17. **Insurance.**

- 17.1. The Consultant shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
 - 17.1.1. **Commercial General Liability.** One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.

- 17.1.2. **Commercial Automobile Liability, Any Auto.** One million dollars (\$1,000,000) per accident for bodily injury and property damage.
- 17.1.3. **Workers' Compensation Liability.** For all Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per accident for bodily injury or disease. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 17.1.4. **Employment Practices Liability.** For all Consultant's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Consultant shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars (\$1,000,000) per occurrence. Consultant shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.
- 17.1.5. **Sexual Molestation and Abuse Liability Insurance.** One million dollars (\$1,000,000) per incident. Consultant shall procure and maintain, during the life of this Agreement, sexual molestation and abuse insurance. Consultant shall require its Consultants to procure and maintain sexual molestation and abuse insurance for all employees of Consultants. Any class of employee or employees not covered by a Consultant's insurance shall be covered by Consultant's insurance. If any class of employee or employees engaged in Services under the Agreement, on or at the Site of the Project, are not covered under the sexual molestation and abuse insurance, Consultant shall provide, or shall cause a Consultant to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

The requirement for Sexual Molestation and Abuse Liability Insurance set forth in Section 17.1.5 shall apply only when expressly required by the District in a Project Authorization. In determining whether such coverage is required, the District may consider factors including, but not limited to, anticipated contact with pupils, whether the campus is occupied during performance of the Services, project location, and the nature of the Services. The District reserves the right to require such coverage for any Project Authorization issued under this Agreement.

- 17.1.6. **Professional Liability.** This insurance shall cover the prime design professional and design professional's liability arising from the services of Consultant with a minimum of one million dollars (\$1,000,000) per claim limit and two million dollars (\$2,000,000) aggregate limit, and subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. This policy can be on a claims-made basis.
- 17.2. **Proof of Carriage of Insurance.** The Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:
- 17.2.1. 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 District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- 17.2.2. Language stating in particular those insured, extent of insurance, location and operation to which

insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

17.2.3. An endorsement stating that the District and the State and their agents, representatives, employees, trustees, officers, consultants, and volunteers ("Additional Insureds") are named Additional Insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by District.

17.2.4. All policies except the Professional Liability Policy shall be written on an occurrence form.

17.3. **Acceptability of Insurers.** 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 District.

18. **Assignment.** The obligations and liabilities of the Consultant pursuant to this Agreement shall not be assigned voluntarily by the Consultant nor assigned by operation of law, without express written consent of the District.

19. **Binding Contract.** This Agreement 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.

20. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the District and all federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Work as indicated or specified. If Consultant observes that any of the Work required by this Agreement is at variance with any of these laws, ordinances, rules or regulations, Consultant 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 Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

21. **Certificates/Permits/Licenses.** Consultant and all Consultant's employees or agents shall secure and maintain in force the certificates, permits and licenses as are required by law in connection with the furnishing of the Services. Except for any license or permits furnished by District, Consultant shall be fully responsible for identifying and obtaining all necessary licenses and permits for the timely prosecution of the Services.

22. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the Consultant 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 District policy. Consultant and each subconsultant 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 Consultant or subconsultants. Willful failure to comply may result in penalties, including loss of the right to bid on or receive public works contracts. In addition, the Consultant agrees to require like compliance by all its subcontractor(s).

23. **Disabled Veteran Business Enterprises.** Pursuant to section 17076.11 of the Education Code, the District has a participation goal for disabled veteran business enterprises (DVBEs) of at least three percent (3%), per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the Act). This Project may use funds allocated under the Act. Therefore, to the extent feasible and pertaining to future hirings, the Consultant, before it executes the Agreement, shall provide to the District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount paid to DVBEs in conjunction with the Agreement, and documentation demonstrating the Consultant's good faith efforts to meet these DVBE goals.

24. **Interaction with the Media and Public.** Consultant shall promptly refer all inquiries from the news media or public to District and shall not make any statements to the media or the public relating to the Services. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about the complaint.
25. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold District harmless from and against any worker's compensation or any tax liability which District may incur to any Federal or State governments with jurisdiction as a consequence of this Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.
26. **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.
27. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate the Consultant in any way the District is entitled pursuant to applicable law. The District's evaluation may include, without limitation:
- 27.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subcontractors and each of their performance.
- 27.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).
28. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
29. **Disputes.** In the event of a dispute between the Parties as to performance of Work, Agreement interpretation, or payment, the Parties shall attempt to resolve the dispute by negotiation and/or mediation, if agreed to by the Parties. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop performing the Services.
30. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services. Consultant understands that student records are confidential and agrees to comply with all state and federal laws concerning the maintenance and disclosure of student records. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
31. **Employment with Public Agency.** Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which Services are actually being performed pursuant to this Agreement.
32. **Notice.** Notices and communications between the Parties may be sent to the following addresses:

District:

Alameda Unified School District

2060 Challenger Drive

Alameda, CA 94501

Attn: Shariq Khan

Email: skhan@alamedaunified.org

Consultant:

Quality Assurance Engineering, Inc.

2001 Crow Canyon Road, Suite 200

San Ramon, CA 94583

Attn: Robert Morse

Email: contracts@ce-labs.com

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the day after delivery.

33. **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.
34. **California Law.** This Agreement is entered into in California and shall be governed by and the rights, duties and obligations of the Parties, and shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administrative offices are located. Consultant waives any claim or right to remove an action on this Agreement to federal court.
35. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of the term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
36. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
37. **Authority to Bind Parties.** Neither Party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.
38. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each Party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
39. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted the provision, and this Agreement shall be construed as if jointly prepared by the Parties.
40. **Calculation of Time.** For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.
41. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.
42. **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.
43. **Incorporation of Recitals and Exhibits.** The Recitals and any and all exhibits attached hereto are hereby incorporated herein by reference.
44. **Provisions Required by Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included herein.
45. **Incorporation of RFQ/RFP & Proposal and Interpretation of Documents.** The District's Request for Statement of Qualifications and/or A Request for Proposals ("RFQ/RFP"), is hereby incorporated into this Agreement. If a conflict exists between this Agreement and the RFQ/RFP and/or the Consultant's Response, this Agreement shall control over the RFQ/RFP, which shall control over Consultant's Response.

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

Alameda Unified School District

Quality Assurance Engineering, Inc.

Signature: _____

Print Name: Shariq Khan

Print Title: Asst. Superintendent, Business Services

Dated: _____

Email: skhan@alamedaunified.org

Signature: _____

Print Name: Robert Morse

Print Title: President

Dated: _____

Email: rmorse@ce-labs.com

Signature: _____

Print Name: Ryan LaLonde

Print Title: Board President

Dated: _____

Email: rlalonde@lamedaunified.org

Information regarding Consultant:

Consultant: Quality Assurance Engineering, Inc.

License No.: _____

Address: 2001 Crow Canyon Road, Suite 200
San Ramon, CA 94583

Telephone: 925-314-7100

Facsimile: 888-222-7132

E-Mail: triedel@ce-labs.com

Type of Business Entity:

____ Individual

____ Sole Proprietorship

____ Partnership

____ Limited Partnership

____ Corporation, State: _____

____ Limited Liability Company

____ Other: _____

Employer Identification and/or Social Security
Number

NOTE: Title 26, United States Code sections 6041 and IRS reporting rules require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. These rules also provide 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.

EXHIBIT A TO AGREEMENT FOR SERVICES

PROJECT SCOPE

CONSTRUCTION MATERIALS AND TESTING SERVICES

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

The scope of Services is more specifically described into each submitted and approved proposal.

The Consultant must complete a Division of the State Architect ("DSA") Form SSS 103-1 (Revised 4/07 or more recent version, Structural Tests and Inspections). All appropriate boxes must be checked to indicate the type(s) of Inspection(s) and/or testing that will be performed as part of the scope of this Agreement.

- 1) Compacted fill inspection and testing
- 2) Reinforcing steel inspection and testing
- 3) Structural steel inspection and testing
- 4) Brick and block inspection and testing
- 5) Glued laminated structural lumbar inspection and testing
- 6) _____ inspection and testing
- 7) _____ inspection and testing
- 8) _____ inspection and testing

Consultant shall provide the Services set forth herein, as well as any incidental services necessary for the full and adequate completion of Project Services in strict accordance with all applicable local, state and federal laws rules and regulations, including but not limited to, the State Building Code, California Code of Regulations, Title 24 and Instructions on Division of the State Architect ("DSA"), Structural Tests and Inspections form SSS 103-1 (as provided for the project), and instructions included herein. Special Inspectors and testing staff shall be prepared to attend Project progress meetings and other specially called meetings as determined by the District. Consultant shall provide daily and/or individual occurrence reports of Special Inspections and Testing results on previously approved forms and provide sufficient copies to the District and District's Representatives for distribution to the Construction Contractor, and Architect.

Geotechnical Engineer of Record and Soils Observation and Testing

The geotechnical portions of this Project shall be performed under the direction of a Geotechnical Engineer, which shall be the Geotechnical Engineer of Record for the Project. A technician with a nuclear gauge shall perform density and moisture testing in the field during grading, utility trench backfilling, and pavement operations utilizing ASTM D2922, D3017, and ASTM D1556 methods. Laboratory maximum density and optimum moisture determination shall be performed in accordance with ASTM D1557 or D698. Asphalt pavement placement and testing shall be performed in accordance with Caltrans methods.

Consultant shall provide:

1. Perform a site reconnaissance, reviewing the geotechnical engineering report for this project, reviewing the drawings, and preparing a transfer of geotechnical engineer of record responsibility letter
2. Project management, consultation during construction, preparation of daily field, foundation excavation observation, and final grading reports
3. Ensure soils conditions are in conformance to soils report
4. Foundation Inspection
5. Caisson, drilled piers or driven piles inspection
6. As-graded soils report
7. Observation and testing during site clearing and mass grading
8. Observing the foundations excavations for structures
9. Observation and testing during backfilling of utility trenches
10. Observation and testing during backfilling around retaining walls
11. Observation and testing during subgrade preparation and base rock placement in asphalt paved areas
12. Observation and testing during asphalt concrete placement

13. Perform the following Sampling and Testing of Materials and Testing of Work-in-Place as may be required by the DSA Testing and Inspection Listing, and as required by the District. The Testing shall be performed in accordance with ASTM test methods and California test methods as appropriate. All Laboratory testing shall be accomplished in a DSA certified laboratory:
- a. Soil, Aggregate & Asphalt
 - b. Maximum Dry Density
 - c. Expansion Index (ASTM D4318)
 - d. R-Value
 - e. Sand Equivalent
 - f. Sieve Analysis (ASTM C136)
 - g. Hveem Stability
 - h. Asphalt Extraction (ASTM 2172)
 - i. Hardness and Abrasion
 - j. Atterberg limits (ASTM 4318)
 - k. No. 200 Sieve Analysis (ASTM D422)
 - l. Specific Gravity C127/C128
 - m. Asphalt and Asphaltic Concrete Gradation (ASTM C136)
 - n. Asphalt and Asphaltic Concrete Specific Gravity (ASTM D1188)
 - o. Asphalt and Asphaltic Concrete Stability & Flow Marshall (ASTM D1559)
 - p. Asphalt and Asphaltic Concrete Abrasion (ASTM C131)
 - q. Asphalt and Asphaltic Concrete Unit Weight (ASTM D2726)
 - r. Asphalt Cores

Observation and testing shall consist of visual observation of earthwork activities and taking field density and moisture tests for the purpose of ascertaining that the work is in substantial conformance with the Project documents, plans and specifications.

FINGERPRINTING/CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

One of the three boxes below **must** be checked, with the corresponding certification provided, and this form attached to the Independent Consultant Agreement for Professional Services ("Agreement"):

☐ **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]** Consultant's employees will have only limited contact, if any, with District pupils and the District will take appropriate steps to protect the safety of any pupils that may come in contact with Consultant's employees so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant for the services under this Agreement. As an authorized District official, I am familiar with the facts herein certified, and am authorized to execute this certificate on behalf of the District. (Education Code § 45125.1 (c).)

Date: _____

District Representative's Name and Title: _____

Signature: _____

☐ The fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant's services under this Agreement and Consultant certifies its compliance with these provisions as follows: *"Consultant certifies that the Consultant has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent contractors of the Consultant, who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122. 1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto."*

☐ Consultant's services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility and although all Employees will have contact, other than limited contact, with District pupils, pursuant to Education Code section 45125.2 District shall ensure the safety of the pupils by at least one of the following as marked:

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

_____ Continual supervision and monitoring of all Consultant's on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

_____ Surveillance of Employees by District personnel. **[TO BE COMPLETED BY AUTHORIZED DISTRICT EMPLOYEE ONLY.]**

Date: _____

District Representative's Name and Title: _____

Signature: _____

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://www.meganslaw.ca.gov/>).

[MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE.] I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

Date: _____

Name of Consultant or Company: _____

Signature: _____

Print Name and Title: _____

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code § 2204)

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars (\$1,000,000) or more.

Consultant shall complete **ONLY ONE** of the following three paragraphs.

- ☐ 1. Consultant's total Fee is less than one million dollars (\$1,000,000).
OR
- ☐ 2. Consultant's total Fee is one million dollars (\$1,000,000) or more, but Consultant is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Consultant is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
OR
- ☐ 3. Consultant's total Fee is one million dollars (\$1,000,000) or more, but the District has given prior written permission to Consultant to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with this Agreement.**

I certify that I am duly authorized to legally bind the Consultant to this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

RUSSIAN SANCTIONS CERTIFICATION

On February 21, 2022, President Biden issued Executive Order 14065 (<https://www.whitehouse.gov/briefing-room/presidential-actions/2022/02/21/executive-order-on-blocking-property-of-certain-persons-and-prohibiting-certain-transactions-with-respect-to-continued-russian-efforts-to-undermine-the-sovereignty-and-territorial-integrity-of-ukraine/>; "**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order (<https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>; "**State Order**").

The District requires the Consultant, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

If your Firm's contract with the District has a cumulative value of \$5 million or more, you must also provide a written response to the District, in addition to this certification, indicating:

- (1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;
- (2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

I certify that I am duly authorized to legally bind the Consultant to this certification, and I certify that the Consultant is compliant with the Federal Order and the State Order.

Date: _____

Proper Name of Consultant: _____

Signature: _____

Print Name: _____

Title: _____

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 July 22 to August 17, except for *twenty-eight (28)* 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 \$12,242,740.02.

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	8/19/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval 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 Service Agreement between AUSD and Bayhill High School for a total of \$67,143.00.
2. (Fund 01) Individual Service Agreement between AUSD and Bayhill High School for a total of \$59,103.00.
3. (Fund 01) Individual Services Agreements between AUSD and Pine Health for a range of qualified Paraprofessionals for the 26-27 SY for a combined total of \$2,091,387.98.
4. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$81,900.00 CANCELLED effective 8.11.26 E.O.D.
5. (Fund 01) Individual Services Agreement between AUSD and Seneca Family of Agencies - James Baldwin Academy for a total of \$52,430.00 CANCELLED effective 8.19.26 E.O.D.
6. (Fund 01) Amendment No. 1 to Individual Services Agreement between AUSD and Star View Behavioral Health for an increase of \$207,708.95 for a new total of \$308,593.70.
7. (Fund 01) Individual Services Agreement between AUSD and Sunbelt Staffing for a total of \$26,395.98.
8. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$98,356.00.
9. (Fund 01) Individual Services Agreement between AUSD and The Phillips Academy for a total of \$96,964.00.

ISAs uploaded to this item have been redacted to maintain student confidentiality.

Note: The backup document for #6 will be uploaded by 5:00 pm on Friday, August 21st.

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

Fund Codes: 01 General Fund

Fiscal Analysis

See attached contract(s) for detailed expenditures.

Amount (Savings) (Cost):

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_Bayhill 1	8/17/2026	Backup Material
☐ ISA_Bayhill 2	8/17/2026	Backup Material
☐ ISA_Pine Health_Paras	8/18/2026	Backup Material
☐ ISA_Pine Health_Cancelled	8/19/2026	Backup Material
☐ ISA_Seneca_CANCELLED	8/19/2026	Backup Material
☐ ISA_StarView_Amendment 1	8/21/2026	Backup Material
☐ ISA_Sunbelt Staffing_ASL	8/17/2026	Backup Material
☐ ISA_TPA1	8/13/2026	Backup Material
☐ ISA_TPA2	8/13/2026	Backup Material

LEA: Alameda Unified
School District

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on 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	Bay Hill High School
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 (ES)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY)
19 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 \$297.00

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$297.00	Projected Basic Ed. Costs RSY	\$53,460.00
Estimated Number of Days - Extended SY	19	days x	daily rate	\$297.00	Projected Basic Ed. Costs ES	\$5,643.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$59,103.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
Individual Counseling 518	NPS	RSY	\$201.00	50	mins/weekly	0	mins/weekly	0	mins/mo/year	\$7,236.00
		ESY		50	mins/weekly	0	mins/weekly	0	mins/mo/year	\$804.00
Total Cost										\$8,040.00
	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										
	NPS	RSY		0	mins/weekly	0	mins/weekly	0	mins/year	
		ESY		0	mins/weekly	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										
	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 :										\$59,103.00
Total Related Services Costs:										\$8,040.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$67,143.00

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
Bay Hill High School
Name of Nonpublic School/Agency

Signature Date
Donna Austin, Executive Director
8/13/2026
Name and Title

LEA
Alameda Unified School District
Name of LEA

Signature Date
Kirsten Zazo, Assistant Superintendent of Education Services
08/15/2026
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	Bay Hill High School
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedounified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address		Address	

Agreement Terms:

1. 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)
2. Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RS)
19 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 **\$297.00**

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	180	days x	daily rate	\$297.00	Projected Basic Ed. Costs RS	\$53,460.00
Estimated Number of Days - Extended SY	19	days x	daily rate	\$297.00	Projected Basic Ed. Costs ES	\$5,643.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$59,103.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
	NPS	RSY		0	Month	0	mins/weekly	0	mins/mo/year	
		ESY		0	Month	0	mins/weekly	0	mins/mo/year	
Total Cost										
	NPS	RSY		0	mins/monthly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/monthly	0	mins/weekly	0	mins/mo/year	
Total Cost										
	NPS	RSY		0	mins/monthly	0	mins/weekly	0	mins/mo/year	
		ESY		0	mins/weekly	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										
	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										
	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 :										\$59,103.00
Total Related Services Costs:										\$0.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$59,103.00

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
Bay Hill High School
Name of Nonpublic School/Agency

Signature  Date **8/13/2026**
Donna Austin, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA

Signature  Date **08/15/2026**
Kirsten Zazo (08/15/2026 19:05:17 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)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 8/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
[REDACTED]	9903791
[REDACTED]	Para 4 - 520
[REDACTED]	Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	54	6	1000	\$54,000
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

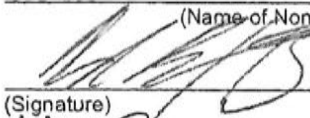
TOTAL COSTS NOT TO EXCEED \$54,000

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Pine Health LLC

(Name of Nonpublic Agency)

 (Signature)
 8/4/2026
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 (Signature)
 08/06/2026
 (Date)
 Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
	9903791
	Para 5 - 609
	Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	6	1000	\$65,000
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

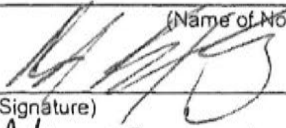
TOTAL COSTS NOT TO EXCEED \$65,000

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Pine Health LLC

(Name of Nonpublic Agency)

(Signature) 8/4/26
(Date)
Adam Bosberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


(Signature) 08/06/2026 14:17:46 PDT
(Date)
Assistant Superintendent

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President, Board of Education (Date)
Alameda Unified School District

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	9903791
	Para 4 - 1498
	Qualified Personnel

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SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	54	6	1000	\$54,000
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
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Occupational Therapy (450)				
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Mentoring (860)				
Agency Linkages (865)				
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Other (900)				

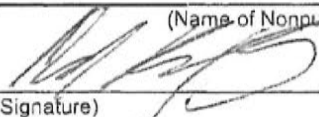
TOTAL COSTS NOT TO EXCEED \$54,000

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(Signature) 8/4/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


(Signature) 08/06/2026
(Date)
Kirsten Eazo (08/06/2026 14:17:46 PDT)
Assistant Superintendent

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Alameda Unified School District

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	9903791
	Para 4 - 1688
	Qualified Personnel

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Career Awareness (840)				
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Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other (900)				

TOTAL COSTS NOT TO EXCEED \$54,000

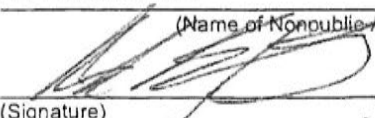
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(Signature)

8/4/2026
(Date)

Adam Bonberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


(Signature)

08/06/2026
(Date)

Kirsten Zazo (08/06/2026 14:17:46 PDT)
Assistant Superintendent

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President, Board of Education (Date)
Alameda Unified School District

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Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
	9903791
	Para 4 - 1796
	Qualified Personnel

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Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
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Other Transition Services (890)				
Other (900)				

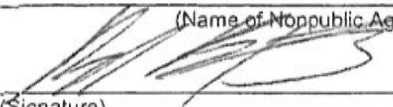
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 (Signature)
 8/4/26
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 (Signature)
 08/06/2026
 (Date)
 Assistant Superintendent

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 Alameda Unified School District

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Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
	9903791
	Para 5 - 1752
	Qualified Personnel

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Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
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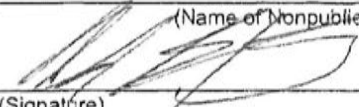
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(Name of Nonpublic Agency)

(Signature)
8/4/2026
(Date)
Adam Bosberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Eazo (08/06/2026 14:17:46 PDT)
(Signature)
08/06/2026
(Date)
Assistant Superintendent

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Alameda Unified School District
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Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
	9903791
	Para 5 - 1771
	Qualified Personnel

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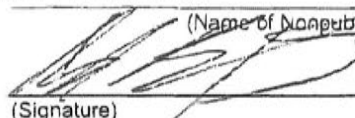
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(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

(Signature) 08/06/2026
(Date)
Kirsten Lazo (08/06/2026 14:17:46 PDT)
Assistant Superintendent

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	9903791
	Para 5 - 1769
	Qualified Personnel

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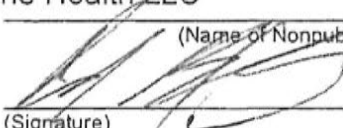
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 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

 Kirsten Lazo (08/06/2026 14:17:46 PDT)
 (Signature)
 08/06/2026
 (Date)
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	9903791
	Para 5 - 1759
	Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	6	1000	\$65,000
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

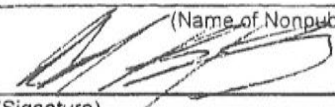
TOTAL COSTS NOT TO EXCEED \$65,000

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

(Name of Nonpublic Agency)

 (Signature) 8/4/26 (Date)
 Adam Bodberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

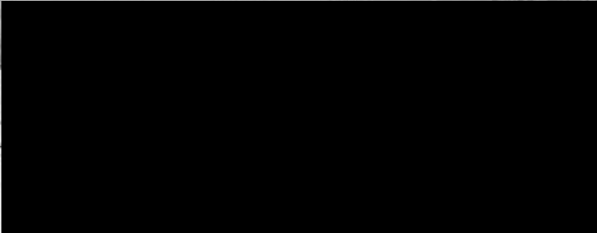
 08/06/2026
 Kirsten Eazo (08/06/2026 14:17:46 PDT)
 (Signature) (Date)
 Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 8/18/26, 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 LLC
2060 Challenger Drive Alameda, CA 94501	(Address) 2999 N. 44th St. Suite 220 (City, State, Zip) 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 - 1795
	(Name(s) of Individual Assignee(s)) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1260	81900
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

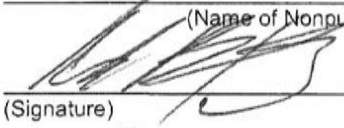
TOTAL COSTS NOT TO EXCEED 81900

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

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Pine Health LLC

(Name of Nonpublic Agency)

(Signature) 8/4/26
(Date)
Adam Borkeger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

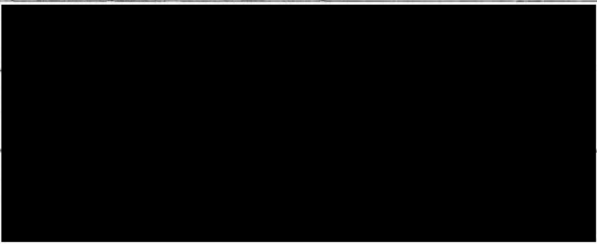

Kirsten Ezzo (08/06/2026 14:17:46 PDT)
(Signature) 08/06/2026
(Date)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
	9903791
	Para 5 - 557
	Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	6	1050	68250
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

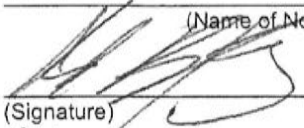
TOTAL COSTS NOT TO EXCEED 68250

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

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Pine Health LLC

(Name of Nonpublic Agency)

(Signature) 8/15/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

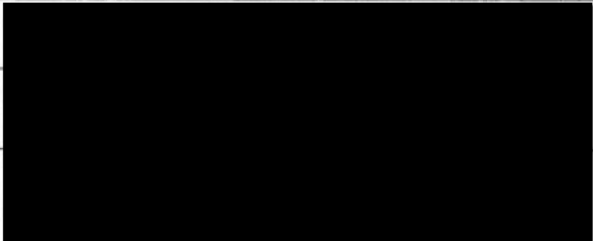

(Signature) 08/06/2026
(Date)
Kirsten Lazo (08/06/2026 14:17:46 PDT)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

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2060 Challenger Drive Alameda, CA 94501	(Address) 2999 N. 44th St. Suite 220 (City, State, Zip) 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 4 - 1692
	(Name(s) of individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	54	6	1050	56700
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

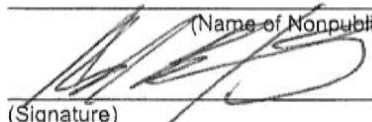
TOTAL COSTS NOT TO EXCEED 56700

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

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Pine Health LLC

(Name of Nonpublic Agency)

(Signature)
8/4/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Ezzo (08/06/2026 14:17:46 PDT)
08/06/2026
(Date)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 8/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 unless sooner terminated as provided in the Master Contract and by applicable law.

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Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep. Contact) Adam Boxberger ABoxberger@PineHealthStaffing.com
	(CDE Cer. #) 9903791
	(Title of Position(s)) Para 5 - 1778
	(Name(s) of Individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	6	1080	70200
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	Hourly Rate or Session Rate	Maximum Hours Per Day If Hourly	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)				

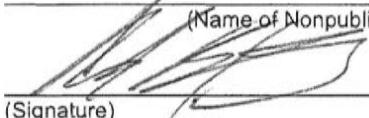
TOTAL COSTS NOT TO EXCEED 70200

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

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Pine Health LLC

(Name of Nonpublic Agency)

(Signature) 8/4/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Lazo (08/06/2026 14:17:46 PDT)
(Signature) 08/06/2026
(Date)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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2060 Challenger Drive Alameda, CA 94501	(Address) 2999 N. 44th St. Suite 220 (City, State, Zip) Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Adam Boxberger ABoxberger@PineHealthStaffing.com
	(ODE Cert #) 9903791
	(Title of Position(s)) Para 4 - 499
	(Name(s) of individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	54	6	1050	56700
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

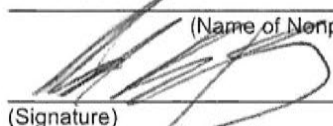
TOTAL COSTS NOT TO EXCEED 56700

Additional services or service hours must be processed as an Amendment to this ISA

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(Name of Nonpublic Agency)

(Signature) 8/4/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

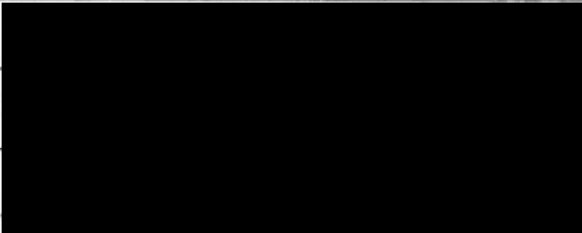

(Signature) 08/06/2026 14:28:15 PDT
(Date)
08/06/2026
(Date)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
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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 - 548
	(Name(s) of Individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	6	1050	68250
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	Hourly Rate or Session Rate	Maximum Hours Per Day If Hourly	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)				

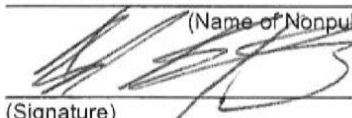
TOTAL COSTS NOT TO EXCEED 68250

Additional services or service hours must be processed as an Amendment to this ISA

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(Name of Nonpublic Agency)

(Signature)
8/4/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Lazo (08/06/2026 14:28:15 PDT)
08/06/2026
(Date)
Assistant Superintendent

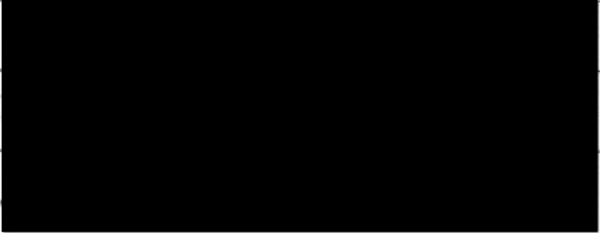
(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education
Alameda Unified School District
(Date)

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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 7 - 553
	(Name(s) of Individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	6	1050	68250
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

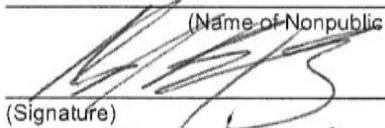
TOTAL COSTS NOT TO EXCEED 68250

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature)
 8/4/26
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

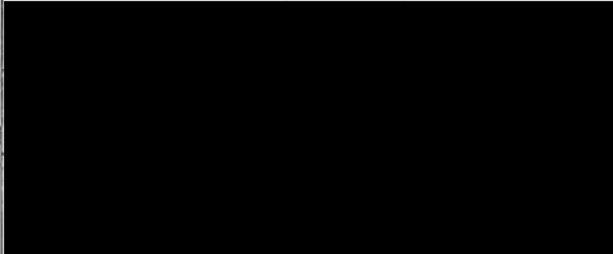

 Kirsten Lazo (08/06/2026 14:28:15 PDT)
 (Signature)
 08/06/2026
 (Date)
 Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on 8/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	Contract #	Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: City, State, Zip	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Red Contact:	Adam Boxberger ABoxberger@PineHealthStaffing.com
	JOE Cer #	9903791
	ITB or P. Number	Para 5 - Emeryville
	Category of Individual Assigned	Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	5	900	58,500.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

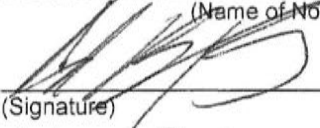
TOTAL COSTS NOT TO EXCEED \$ 58,500.00

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

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Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature)
 8/10/2026
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 Kirsten Lazo (08/10/2026 19:51:59 PDT)
 (Signature)
 08/10/2026
 (Date)
 Assistant Superintendent

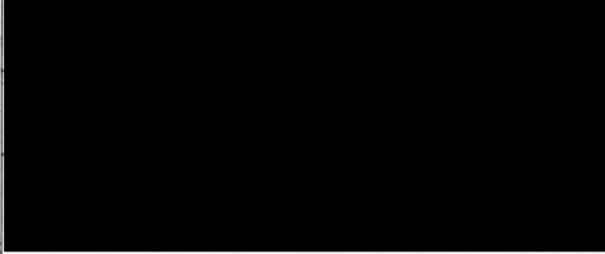
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 President, Board of Education
 Alameda Unified School District
 (Date)

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	Contractor: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: 2999 N. 44th St. Suite 220 City, State, Zip: Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Representative: Adam Boxberger ABoxberger@PineHealthStaffing.com
	OCCE Case #: 9903791
	Title of Position: Para 4 - 516
	Number of individual assigned: Qualified Personnel

The **CONTRACTOR** shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	54	7	1,260	68,040.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

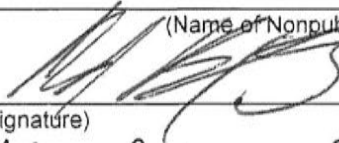
TOTAL COSTS NOT TO EXCEED \$ 68,040.00

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

(Name of Nonpublic Agency)

(Signature) 8/10/26
(Date)
Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Lazo (08/10/2026 17:19:32 PDT)
(Signature) 08/10/2026
(Date)
Assistant Superintendent

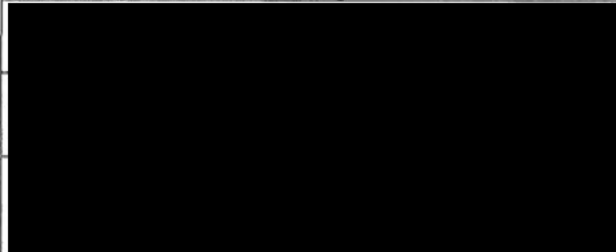
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President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

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LEA - Alameda Unified School District	NAME: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: 2999 N. 44th St. Suite 220 City, State, Zip: Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Personnel: Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract #: 9903791
	Article of Incorporation: Para 5 - 523
	Assignment of Individual Assignment: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,900.00

Additional services or service hours must be processed as an Amendment to this ISA

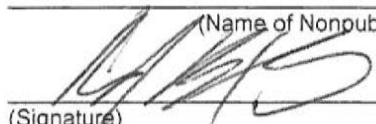
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Pine Health LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)


(Signature)

8/10/2026
(Date)

Adam Borberger, Senior VP
(Name and Title)


(Signature)

08/10/2026
(Date)

Kirsten Cazo (08/10/2026 17:19:32 PDT)
(Signature)

Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES
(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	Contractor - Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Adam Boxberger ABoxberger@PineHealthStaffing.com
	9903791
	Para 5 - 527
	Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,900.00

Additional services or service hours must be processed as an Amendment to this ISA

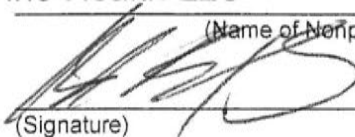
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Pine Health LLC

(Name of Nonpublic Agency)

ALAMEDA UNIFIED SCHOOL DISTRICT



(Signature)

8/10/2026

(Date)


Kirsten Ezzo (08/10/2026 17:19:32 PDT)

(Signature)

08/10/2026

(Date)

Adam Boxberger, Senior VP

(Name and Title)

Assistant Superintendent

(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.)

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LEA - Alameda Unified School District	Contractor: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: 2999 N. 44th St. Suite 220 City, State, Zip: Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Representative: Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract Number: 9903791
	Title of Position: Para 5 - 532
	Number of Individuals Assigned: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

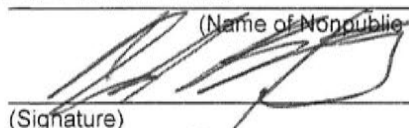
TOTAL COSTS NOT TO EXCEED \$ 81,900.00

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Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature) 8/10/26
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 Kirsten Lazo (08/10/2026 17:19:32 PDT)
 (Signature) 08/10/2026
 (Date)
 Assistant Superintendent

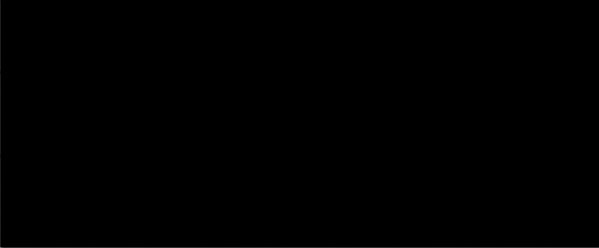
(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education (Date)
 Alameda Unified School District

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LEA - Alameda Unified School District	Contractor: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Authorized Representative: Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract Number: 9903791
	Contract Description: Para 5 - 569
	Category of Individual(s) to be Served: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

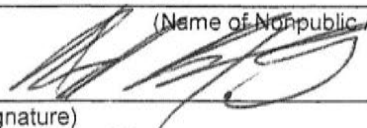
TOTAL COSTS NOT TO EXCEED \$ 81,900.00

Additional services or service hours must be processed as an Amendment to this ISA

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Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature)
 8/10/2026
 (Date)
 Adam Bonberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 Kirsten Lazo (08/10/2026 17:19:32 PDT)
 (Signature)
 08/10/2026
 (Date)
 Assistant Superintendent

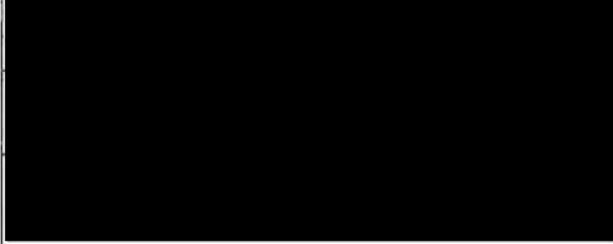
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 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

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LEA - Alameda Unified School District	NAME Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	ADDRESS 2999 N. 44th St. Suite 220 CITY, STATE, ZIP Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	PERSONNEL Adam Boxberger ABoxberger@PineHealthStaffing.com
	CDE # 9903791
	Title of Position Para 5 - 584
	Category of Individual Assignment Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,900.00

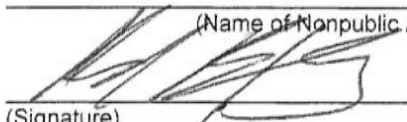
Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

(Name of Nonpublic Agency)


 (Signature) 8/10/2026
 (Date)
Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 (Signature) 08/10/2026
 (Date)
 Kirsten Eazo (08/10/2026 17:19:32 PDT)
 Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 8/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	Contractor: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: 2999 N. 44th St. Suite 220 City/State/Zip: Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	IFAC Contact: Adam Boxberger ABoxberger@PineHealthStaffing.com
	OCSE Case #: 9903791
	Title of Program: Para 5 - Emeryville
	Minimum number of individuals assigned: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	5	900	58,500.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

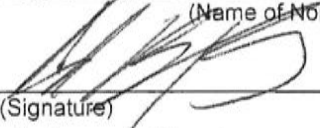
TOTAL COSTS NOT TO EXCEED \$ 58,500.00

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature)
 8/10/2026
 (Date)
 Adam Boxberger / Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

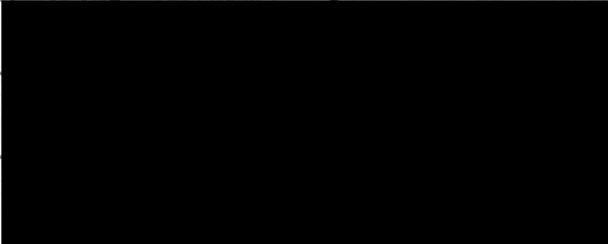
 Kirsten Zazo (08/10/2026 19:51:59 PDT)
 (Signature)
 08/10/2026
 (Date)
 Assistant Superintendent

(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 8/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	Contractor: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: 2999 N. 44th St. Suite 220 City, State, Zip: Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Point of Contact: Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract # 9903791
	Term of Agreement: Para 5 - 625
	Number of Individuals Assigned: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

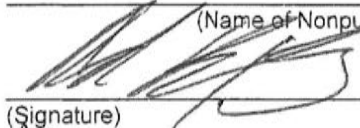
TOTAL COSTS NOT TO EXCEED \$ 81,900.00

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

(Name of Nonpublic Agency)

(Signature) 8/10/2026
(Date)
Adam Brubaker, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

(Signature) 08/10/2026
(Date)
Kirsten Lazo (08/10/2026 17:19:32 PDT)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	Contract # Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Representative: Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract # 9903791
	Article of Incorporation: Para 5 - 1689
	Number of Individuals Assigned: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,900.00

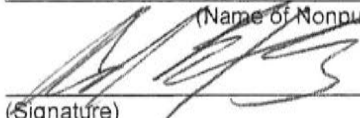
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The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

(Signature) 8/10/26
(Date)
Adam Bosberger, Senior VP
(Name and Title)


Kirsten Eazo (08/10/2026 17:19:32 PDT)
(Signature) 08/10/2026
(Date)
Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	Contract # Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address 2999 N. 44th St. Suite 220 City, State, Zip Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Rep Contact Adam Boxberger ABoxberger@PineHealthStaffing.com
	IDE Contract # 9903791
	IDE Contract # Para 7 - 1517
	IDE Contract # Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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)				

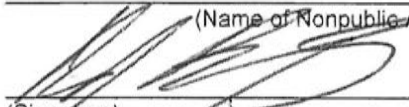
TOTAL COSTS NOT TO EXCEED \$ 81,900.00

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Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature) 8/10/26
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT

 08/10/2026
 Kirsten Eazo (08/10/2026 17:19:32 PDT)
 (Signature) (Date)
 Assistant Superintendent

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 Alameda Unified School District

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LEA - Alameda Unified School District	Contract # Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address 2999 N. 44th St. Suite 220 City, State, Zip Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Contract Manager Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract # 9903791
	Article of Agreement Para 5 - 1513
	Assignment of Individual Assignment Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,900.00

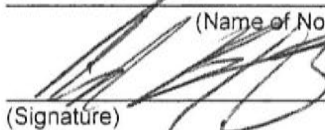
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Pine Health LLC

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

 (Signature)

8/10/2026
 (Date)


 Kirsten Eazo (08/10/2026 17:19:32 PDT)
 (Signature)

08/10/2026
 (Date)

Adam Borberger, Senior VP
 (Name and Title)

Assistant Superintendent

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 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

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LEA - Alameda Unified School District	Contractor: Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	Address: 2999 N. 44th St. Suite 220 Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Representative: Adam Boxberger ABoxberger@PineHealthStaffing.com
	Contract Number: 9903791
	Contract Description: Para 5 - 638
	Classification of Individual Assigned: Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
Language/Speech Therapy (415)				
Adapted Physical Ed. (425)				
Health and Nursing: Specialized Physical Health Care (435)				
Health and Nursing Services: Other (436)				
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Psychological Services (530)				
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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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
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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)				

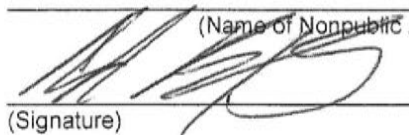
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Pine Health LLC

 (Name of Nonpublic Agency)

 (Signature)
 8/10/2026
 (Date)
 Adam Boxberger, Senior VP
 (Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


 Kirsten Lazo (08/10/2026 17:19:32 PDT)
 (Signature)
 08/10/2026
 (Date)
 Assistant Superintendent

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 President, Board of Education (Date)
 Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

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LEA - Alameda Unified School District	(NPA) Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	(Address) 2999 N. 44th St. Suite 220 (City, State, Zip) Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep. Contact) Adam Boxberger ABoxberger@PineHealthStaffing.com
	(OCSE Contract #) 9903791
	(Title of Public Agency) Para 5 - 582
	(Transfer to if Individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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)				
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Psychological Services (530)				
Behavior Intervention Services (535)				
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Interpreter Services (715)				
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SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
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Career Awareness (840)				
Work Experience Education (850)				
Mentoring (860)				
Agency Linkages (865)				
Other Transition Services (890)				
Other (900)				

TOTAL COSTS NOT TO EXCEED \$ 81,900.00

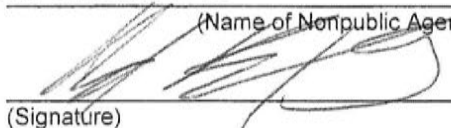
Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

(Name of Nonpublic Agency)



8/10/26

(Signature)

(Date)

Adam Boxberger, Senior VP

(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT



Kirsten Lazo (08/12/2026 17:30:36 PDT)

08/12/2026

(Signature)

(Date)

Assistant Superintendent

(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 8/12/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 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 - 637
	(Name(s) of Individual Assigned) Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	\$ 65	7	1,253	\$ 81,445.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,445.00

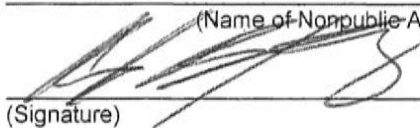
Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health

(Name of Nonpublic Agency)



8/17/26

(Signature)

(Date)

Adam Boxberger, Senior VP

(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Lazo (08/18/2026 09:14:12 PDT)

08/18/2026

(Signature)

(Date)

Assistant Superintendent

(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 8/11/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 6/3/27 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	NAME Pine Health LLC
2060 Challenger Drive Alameda, CA 94501	ADDRESS 2999 N. 44th St. Suite 220 CITY STATE ZIP Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	Primary Contact Adam Boxberger ABoxberger@PineHealthStaffing.com
	PHONE (City) 9903791
	LEGAL REFERENCE Para 5 - 637
	PERSONNEL TYPE Assigned Qualified Personnel

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)	65	7	1,260	81,900.00
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	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 81,900.00

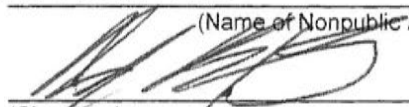
Additional services or service hours must be processed as an Amendment to this ISA

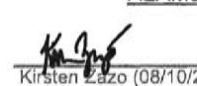
CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Pine Health LLC

ALAMEDA UNIFIED SCHOOL DISTRICT


(Name of Nonpublic Agency)
(Signature)
(Date) 8/10/2026


Kirsten Lazo (08/10/2026 17:19:32 PDT)
(Signature)
(Date) 08/10/2026

Adam Boxberger, Senior VP
(Name and Title)

Assistant Superintendent

(CONTRACTS EXCEEDING \$119,100 ARE NOT APPROVED NOR AUTHORIZED TO BEGIN WITHOUT SIGNATURE OF THE BOARD PRESIDENT)

President, Board of Education (Date)
Alameda Unified School District

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 – James Baldwin Academy

LEA Case Manager: Name Jorge Wahner Phone Number _____

Pupil Name _____ Sex: _____ Grade: _____
(Last) (First) (M.I.)

Address _____ City _____ State/Zip _____

DOB _____ Residential Setting ☒ Home ☐ Foster ☐ LCI # _____ ☐ Other _____

Parent/Guardian _____ Phone () _____ (Residence) _____ (Business) _____

Address _____ City _____ State/Zip _____
(If different from student)

AGREEMENT TERMS:

- Nonpublic School:* The average number of minutes in the instructional day will be: 240 during the regular school year
240 during the extended school year
- 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
- 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							
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		50 min/week			Billed to MediCal
Counseling and guidance (515).		X		50 min/week			Billed to MediCal
Parent Counseling (520)		X		50 min/week			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							

CANCELLED
EFFECTIVE 8-19-26

ESTIMATED MAXIMUM RELATED SERVICES COST \$0.00

TOTAL ESTIMATED MAXIMUM BASIC EDUCATION AND RELATED SERVICES COSTS \$52,430.00

4. Other Provisions/Attachments:

5. MASTER CONTRACT APPROVED BY THE GOVERNING BOARD ON _____

6. Progress Reporting Requirements: _____ Quarterly _____ Monthly _____ X 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 – James Baldwin Academy

Alameda Unified School District

(Name of Nonpublic School/Agency)

(Name of LEA/SELPA)

Scott Osborn June 17, 2026 13:41 PT

Kirsten Zazo
Kirsten Zazo (06/17/2026 16:25:21 PDT)

06/17/2026

(Date)

(Signature)

(Date)

Scott Osborn Chief Operating Officer

Kirsten Zazo

(Name and Title)

(Name of Superintendent or Authorized Designee)

**CANCELLED
EFFECTIVE 8-19-26**

Amendment No. 1
Dated: 8/25/2026

**INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES**

EC. Sections 56365 et seq.

This agreement is effective on **August 26, 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	Star View Behavioral Health, Star View Children & Family Services, South Bay High School	
LEA/Case Manager	Jorge Wahner		Email	jwahner@alamedaunified.org	
Pupil Name			Sex		Grade
Address			City		State/Zip
DOB	2/25/2010		Home		LC#
Parent/Guar.		Phone		Parent/Guar.	Phone
Address			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 \$250.12

A. Inclusive and/or Basic Education Program Rate (applies to nonpublic schools only):

Estimated Number of Days - Regular SY	74	days x	daily rate	\$250.12	Projected Basic Ed. Costs RSY	\$18,508.88
Estimated Number of Days - Extended SY	0	days x	daily rate	\$250.12	Projected Basic Ed. Costs ESY	\$0.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$18,508.88

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	100	day	0	mins/weekly	0	mins/mo/year	\$79,520.00
		ESY		0	day	0	mins/weekly	0	mins/mo/year	\$0.00
		Total Cost								\$79,520.00
900 Other special education/related service (must be in local plan)	MHS	RSY	\$663.71	100	day	0	mins/weekly	0	mins/year	\$66,371.00
		ESY		0	day	0	mins/weekly	0	mins/mo/year	\$0.00
		Total Cost								\$66,371.00
900 Other special education/related service (must be in local plan)	PHF	RSY	\$1,497.07	28	day	0	mins/weekly	0	mins/mo/year	\$41,917.96
		ESY		0	mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$41,917.96
510 Individual Counseling	NPS	RSY	163.66/ hourly	30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$1,391.11
		ESY			mins/weekly	0	mins/weekly	0	mins/mo/year	
		Total Cost								\$1,391.11
Amended Estimated Maximum Basic Education and Related Service Costs :										\$207,708.95
Original ISA Costs:										\$100,884.75
Total Amended Estimated Maximum Basic Education and Related Services Costs :										\$308,593.70

4. Other Provisions/Attachments:

5. Progress Reporting Requirements:

Quarterly Monthly Other (please specify):

x

The parties hereto have executed this Individual Services Agreement by and through their duly authorize agents or representatives as set forth below.

Contractor
Star View Behavioral Health, Star View Children & Family Services,
South Bay High School

LEA
Alameda Unified School District

Kent Dunlap 8/21/2026
Signature Date

Kent Dunlap, President & CEO
Name, Title

Signature Date

Kirsten Zazo, Assistant Superintendent of Education Services

Signature Date

Ryan LaLonde
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 8/17/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 10/16/26 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Sunbelt Staffing, LLC
2060 Challenger Drive Alameda, CA 94501	(Address) PO Box 846759, (City, State, Zip) Los Angeles, CA 90084-6759
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Stephanie Wattie stephaniewattie@sunbeltstaffing.com
	(CDE Cert #) 9900161
	(Title of Position(s)) ASL Interpreter PC 1784
	(Name(s) of Individual Assigned) Dominique S - Earhart (Para 14)

The CONTRACTOR shall provide educational services as specified in the IEP and paid as specified below.

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day If Hourly	Maximum Total Number of Hours or Sessions	Estimated Maximum Total Cost for Contracted Period
Intensive Individual Services (340)				
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)	102.31	6	43	26395.98
Audiological Services (720)				
Specialized Vision Services (725)				

SERVICE	Hourly Rate or Session Rate	Maximum Hours Per Day if Hourly	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 COSTS NOT TO EXCEED \$ 26,395.98

Additional services or service hours must be processed as an Amendment to this ISA

CONTRACTOR shall only invoice for services provided. Total compensation shall not exceed the Maximum Number of Hours or Sessions and the Total Cost identified in this Agreement. On District minimum days, modified days, testing schedules, emergency release days, other shortened attendance days, or school holidays the contractor's maximum available service hours shall be reduced proportionately to align with the student schedule unless otherwise authorized through an Amendment. Per the Master Contract, the District shall not be charged for hours in which contracted personnel attend District held professional development.

The parties hereto have executed this Individual Services Agreement by and through their duly authorized agents or representatives as set forth below.

Sunbelt Staffing, LLC

Alicia Ruggiero
Alicia Ruggiero
 Division Director
 August 14, 2026 19:17 UTC
 IP: 73.230.240.236

ALAMEDA UNIFIED SCHOOL DISTRICT

Kirsten Lazo
 Kirsten Lazo (08/14/2026 16:53:56 PDT)

08/14/2026

(Signature)

(Date)

Assistant Superintendent

(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 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 Wagner	Email	wagner@alamedauified.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: 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	360	mins/year	\$5,104.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$580.00
		Total Cost								\$5,684.00
450 Occupational therapy	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	300	mins/year	\$5,104.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$580.00
		Total Cost								\$5,684.00
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	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:										\$27,364.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$98,356.00

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/12/2026
Signature 9B521B5A92E64D5... Date
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo (08/13/2026 13:17:46 PDT) 08/13/2026
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)

INDIVIDUAL SERVICE AGREEMENT FOR
NONPUBLIC SCHOOL SERVICES
EC. Sections 56365 et seq.

This agreement is effective on July 20, 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 (ES)
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 (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 RSY	\$62,640.00
Estimated Number of Days - Extended SY	20	days	x	daily rate	\$348.00	Projected Basic Ed. Costs ES	\$6,960.00
Total Estimated Basic Education Costs (regular school year and extended school year)							\$69,600.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
	NPS	RSY		0	Month	0	mins/weekly	0	mins/mo/year	
		ESY		0	Month	0	mins/weekly	0	mins/mo/year	
Total Cost										
458 Occupational therapy	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$4,408.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$464.00
Total Cost										\$4,872.00
415 Language and speech	NPS	RSY	\$116.00	30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$4,408.00
		ESY		30	mins/weekly	30	mins/weekly	0	mins/mo/year	\$464.00
Total Cost										\$4,872.00
516 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	\$1,468.00
Total Cost										\$15,624.00
	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										
	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 :										\$69,600.00
Total Related Services Costs :										\$25,368.00
Total Estimated Maximum Basic Education and Related Services Costs :										\$94,968.00

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
The Phillips Academy
Name of Nonpublic School/Agency
DocuSigned by:
Esther Cohen 8/12/2026
Signature 9B621B5A92E64D5... Date
Dr. Esther Cohen, Executive Director
Name and Title

LEA
Alameda Unified School District
Name of LEA
Kirsten Zazo 08/13/2026
Signature Kirsten Zazo (08/13/2026 13:17:46 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 Industry Advisory Members for AUSD's Career and Technical Education (CTE) Department

Item Type: Consent

Background: The District's Career Technical Education (CTE) department is required to enlist industry and post-secondary representatives to serve as advisors. CTE staff seek their advise and input to strengthen the district's CTE programs. Each CTE industry sector has at least one representative serving in an advisory capacity.

Attached is a list of all the representatives for the 26-27 SY.

AUSD LCAP Goals: 2a. Support all students in becoming college and career ready.

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: Amanda Vigil, CTE Pathway Specialist

ATTACHMENTS:

	Description	Upload Date	Type
▣	26-27 CTE Advisory Board Member List_8.25.26	8/13/2026	Backup Material

AUSD SY 2026 - 2027 Confirmed Advisory Board Members (total 14)

Name	Position	Pathway	Industry Sector
Ying-Tsu Loh	BABEC - Bay Area Community College Consortium	Bio tech	Medical Health Sciences
Shaun Daniels	Producer / Editor at Castaway Creative	Digital Media	Arts Media Entertainment
Jennifer Pigza	CEO, Girls Inc. of the Island City	ICT/CS	ICT / CS -Information Communications Tech - Computer Science
Jennifer Padilla	Economic Development Division City of Alameda	ALL	ALL
Damon Tighe	Curriculum Training Specialist Bio-Rad	Sports medicine	Health Science and Medical Technology
Maggie Aytac	Software Engineer at Pandora	Information Communications Technology	ICT / CS -Information Communications Tech - Computer Science
Kayla Oh	Dean of Math, Science and Career Education Berkeley City College	ALL	ALL
Rachel Lee	CA Historical Radio Society	AME - Radio	Arts Media Entertainment
Michael Toedman	CA Historical Radio Society - Director of marketing and partnerships	AME - Radio	Arts Media Entertainment
Kelly Lux	State Farm - Alameda Chamber of Commerce	Marketing	Marketing
Josh Buke	President / Infection Control Officer- Eagle Ambulance	Sports Med	Medical Health Sciences
FrankPaton	Tech Product Sales Representative H21 Group	Multi-Media	Multi-Media Pathway
Kathleen Brennan	Exelexis	Bio-Tech Pathway	Medical Health Sciences
Felicia Bridges	MA, Ed.D General Manager KGPC 96.9 FM	AME - Radio	Arts Media Entertainment

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:

- Notre Dame de Namur University (Teaching Interns)
- Notre Dame de Namur University (Teaching Credential Candidates)
- Santa Clara University

NOTE: The Memoranda of Understanding (MOUs) referenced in this item were not available at the time of agenda posting. The MOUs will be uploaded by 5:00 p.m. on Friday, August 21, 2026.

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_Notre Dame de Namur University_Teaching Interns	8/21/2026	Backup Material
☐	MOU_Notre Dame de Namur University_Credential Candidates	8/21/2026	Backup Material
☐	MOU_Santa Clara University_Student Teaching	8/21/2026	Backup Material

STUDENT TEACHING MOU

This Agreement (“Agreement”) is entered into by and between Santa Clara University (“SCU”) and **Alameda Unified School District** on **August 1, 2026**.

RECITALS

WHEREAS, The District is authorized to enter into Agreements with SCU, to provide teaching experience through practice teaching to SCU students enrolled in the teaching credential programs of SCU (hereinafter “SCU student teachers”); and

WHEREAS, this Agreement may provide for the payment for the services rendered by the District of an amount not to exceed the amounts described in this Agreement; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher as compensation for and in recognition of services performed for the student teacher in the supervising teacher’s charge;

NOW THEREFORE, it is mutually agreed between SCU and the District as follows:

I. PARTIES

1. Santa Clara University and Alameda Unified School District (The District)

II. TERM and TERMINATION

1. Term shall be **August 1, 2026 – June 30, 2029**. This Agreement may be terminated at any time by either party by giving thirty (30) days written notice to the other party. In the event of a material breach of any term or provision of this Agreement by either party, this Agreement may be terminated immediately without penalty by providing written notice to the breaching party describing the breach. However, the breaching party will have thirty (30) days from the date of the written notice to cure any breach and avoid termination.

III. RATE AND PROGRAM REQUIREMENTS

1. Each supervising teacher shall be compensated in the following amount per SCU student teacher.

Multiple Subject:

\$90 observation assignment, Clinical Practicum Experience I (Fall Quarter)
\$185 half day assignment, Clinical Practicum Experience II (Winter Quarter)
\$275 full day assignment, Clinical Practicum Experience III (Spring Quarter)

Single Subject:

\$90 observation assignment, Clinical Practicum Experience I (Fall Quarter)
\$92 per class, Clinical Practicum Experience II (Winter Quarter)
\$92 per class, Clinical Practicum Experience III (Spring Quarter)

2. Program Requirements

SCU will pay the District for the performance by the District of all services required to be performed under this Agreement at the rates set forth in Section III (1) for each quarter of practice teaching.

In Clinical Practicum Experience I (which typically occurs in fall quarter), SCU student teachers observe in placement classrooms for approximately five (5) hours per day, four (4) days per week, for a period of 10-16 weeks. During this experience, student teachers tutor pupils, present small group instruction, and teach supervised practice lessons.

In Clinical Practicum Experience II (which typically occurs in winter quarter), SCU student teachers participate in practice teaching in placement classrooms at least five (5) hours per day, five (5) days per week, for a period of approximately 10 weeks. During this experience, multiple-subject student teachers gradually assume teaching responsibilities and complete two weeks of independent student teaching in a particular subject area or class. Single-subject student teachers assume teaching responsibilities and complete approximately 10 weeks of independent student teaching for at least two (2) class periods.

In Clinical Practicum Experience III (which typically occurs in spring quarter), SCU student teachers are in their placement classrooms full time: eight (8) hours per day, five (5) days per week, for approximately 10 weeks. During this experience, multiple-subject student teachers build to a level of full responsibility for planning and teaching lessons, assessing pupil learning, maintaining records, and managing administrative obligations. Single-subject student teachers continue full responsibility and independent teaching of the two (2) class periods from Clinical Practicum Experience II, and add a third class period.

An assignment of an SCU student teacher to practice teaching in schools or classes of the District shall be, at the sole discretion of SCU, for Clinical Practicum Experience I, Clinical Practicum Experience II, and Clinical Practicum Experience III. An SCU student teacher may be given more than one assignment by SCU to practice teaching in such schools or classes. Student teachers shall not be full time employees of a district. Student teachers shall have duties and responsibilities appropriate to a pre-certified teacher. Student teacher may be hired for a part time employee role (i.e. paid substitute teacher).

IV. GENERAL TERMS

1. The District shall provide to SCU student teachers teaching experience through practice teaching in schools and classes of the District not to exceed program requirements set forth in Section III above. Such practice teaching shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and SCU through their duly-authorized representatives may agree upon.

2. All supervising teachers shall hold a Clear Credential in the content area for which they are providing supervision, have a minimum of three years of content area K-12 teaching experience, and be CLAD certified or hold equivalent certification.
3. SCU will verify that the teacher candidate meets the basic program criteria to become an intern: has a B.A. or B.S. degree; has met basic education skills competency (CBEST); has met subject matter competency (CSET); has obtained Certificate of Clearance, has received a tuberculosis test result showing that the student is free of infectious tuberculosis, and that the student meets criteria for admission to the University.
4. The District may, for good cause, refuse to accept for practice teaching any SCU student teacher assigned to practice teaching in the District, and upon request of the District, made for good cause, SCU shall terminate the assignment of any SCU student teacher to practice teaching in the District. SCU may, for good cause, refuse an assignment of a supervising teacher employed by the District.
5. "Practice teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

"Quarter" as used herein and elsewhere in this Agreement means the academic term, as proscribed by the academic calendar, in which SCU [or District] students attend classes and sit for exams.

6. The assignment of an SCU student teacher to practice teaching in the District shall be deemed to be effective for purposes of this Agreement as of the date the SCU student teacher presents to the proper authorities of the District the placement document given by SCU effecting such assignment, but not earlier than the date of such assignment as shown on such placement document.
7. In the event the assignment of an SCU student teacher to practice teaching is terminated by SCU for any reason, the District shall receive payment on account of such SCU student teacher. If an SCU student teacher is assigned by SCU to another supervising teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.
8. Each May, SCU shall submit to the District payment and supporting documentation for each supervising teacher, at the rate provided herein, for all practice teaching supervision provided by the District under and in accordance with this Agreement during said academic year. SCU shall provide duplicate copies of supporting documents to both Human Resources and Business Services at the District. The District agrees to transmit promptly to the supervising teachers the stipend at the rate provided herein.

9. Notwithstanding any other provisions of this Agreement, SCU shall not be obligated by this Agreement to pay the District any amount in excess of the fee schedule set forth in Section III above.
10. The District agrees to indemnify, defend, and hold harmless SCU against all claims, demands, damages, costs, and expenses arising out of any liability or claim of liability arising out of activities of the District, including court costs and reasonable attorney fees.

SCU agrees to indemnify, defend, and hold harmless the District, its board of directors, agents, employees, contractors and students against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of any liability or claim of liability sustained or claimed have been sustained arising out of the activities of SCU or any other person providing services in conjunction with the services of SCU, but does not apply to damage or losses caused solely by the negligence or willful misconduct of the District, its agents or employees.

11. Insurance

SCU and District will procure and maintain in full force and effect adequate insurance or will self-insure their obligations under this Agreement.

- A. District shall furnish to SCU an underwriter's endorsement with a Certificate of Insurance stating that there is liability insurance presently in effect for the Agreement with a single limit of not less than \$1,000,000 per occurrence, and \$2,000,000 aggregate; and that vehicle insurance (where applicable) is in effect with a minimum coverage of \$1,000,000 per occurrence. Upon District request, SCU will provide its certificate evidencing the above insurance coverage. SCU shall furnish the District evidence of the same.
 1. Students participating in the Student Teaching Program, like employees of the District, shall maintain auto liability in the event of any accident, damage or injury, as applicable, and such policy will be primary, even when traveling for official district business.
- B. The Certificate of Insurance shall provide:
 - a. That the insurer will not cancel the insured's coverage without thirty (30) days prior notice to SCU;
 - b. Santa Clara University, its Trustees, officers, employees and agents, must be added by endorsement as insured, but only insofar as the operations under the Agreement are concerned. The District must be added by endorsement as additionally insured under SCU's general liability policy.
 - c. That SCU will not be responsible for any premiums or assessments on the policy.

- C. The District agrees that the bodily injury liability insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the District agrees to provide at least thirty (30) days prior to said expiration date, a new Certificate of Insurance evidencing insurance coverage for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. In the event that the District fails to keep in effect at all time insurance coverage as provided herein, SCU may in addition to any other remedies it may have and in accord with the Termination provision of this Agreement, terminate the Agreement upon occurrence of such event.
 - D. SCU and the District shall maintain Workers Compensation coverage for their respective employees in statutory limits as required by California law.
 - E. The limit of coverages set forth above is a minimum amount, and any situation where an unusually high risk of liability is present, SCU may require the District to carry insurance with a higher limit.
12. District and SCU affirm that they follow all State and Federal laws regarding civil rights, including California Labor Code LAB § 1735, as well as internal anti-discrimination policies.
13. To the extent the District generates or maintains educational records related to the participating Student, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to SCU and shall limit access to only those employees or agents with a need to know. Students participating in the Student Teaching Program shall also maintain confidentiality for any records, documentation or data regarding District students. For the purposes of this Agreement, pursuant to FERPA, SCU deems the District an official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to SCU's records is required by the District to carry out the Program.
14. Governing Law
This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. Each article shall be independent and separable from all other articles, and the invalidity of an article shall not affect the enforceability of any of the articles.
15. Assignment
This Agreement may not be assigned by either party without the express, written consent of the other party.
16. This Agreement contains the entire Agreement between the SCU and the District relating to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, correspondence, understandings and Agreements between the parties. This Agreement may be modified or amended only by the mutual, written consent of both parties.

17. SCU and the District represent and warrant that the undersigned have the authority to act on behalf of the parties and to bind the parties and all who may claim through them to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

Alameda Unified School District	Santa Clara University
School District	School of Education and Counseling Psychology
Printed Name of District Representative	Senior Assistant Dean of Finance and Administration
Signature	Signature
Date	Date

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: In Support of High School Voter Education Weeks - September 13 - September 24, 2026

Item Type: Consent

Background: California Education Code section 49040(a) declares the last two full weeks of April and September as California High School Voter Education Weeks.

This proclamation affirms the Board of Education's support of civic education, the critical role of voting in our democracy, and high school efforts to register and pre-register students during the month of September every year.

AUSD LCAP Goals: 2a. Support all students in becoming college and career ready.

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. | #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.

Submitted By: Jennifer Williams, Board Member

ATTACHMENTS:

	Description	Upload Date	Type
□	Proclamation - In Support of High School Voter Education Weeks	8/19/2026	Backup Material

PROCLAMATION
In Support of High School Voter Education Weeks
September 13, 2026 - September 24, 2026

WHEREAS, the youth of California play a critical role in our democracy by helping to choose the people who will lead us and by voicing their opinions on the issues that are important to them and their futures; and

WHEREAS, the Alameda Unified Board of Education recognizes that involvement in civic and political institutions is essential to a democratic government, part of a well-rounded education, and an important element of preparation for adult life; and

WHEREAS, Board Policy 6142.3 mandates that the Superintendent or designee provide high school students with voter registration information; and

WHEREAS, September is National Voter Registration Month; and

WHEREAS, California Education Code section 49040(a) declares the last two full weeks of September as California High School Voter Education Weeks; and

WHEREAS, students ages 16-17 have the right to pre-register to vote in California, which allows them to be automatically activated when they turn 18 and begin receiving voting materials; and

WHEREAS, Voter turnout among 18- to 24-year-olds has consistently been lowest of all age groups; and

WHEREAS, since 2022 AUSD staff have been collaborating with the League of Women Voters (LWV) on student civic engagement efforts, including high school voter pre-registration and registration; and

WHEREAS, the Board recognizes and acknowledges the importance of continued partnership with local organizations to support the ongoing efforts to increase civic engagement and voter registration among all eligible students in the City, as well as their peers and their families.

NOW, THEREFORE, BE IT PROCLAIMED, that the Alameda Unified Board of Education does hereby adopt this resolution to (1) affirm its commitment to civic engagement and to encourage AUSD staff and high schools to participate in California High School Voter Education Weeks; and (2) encourage students to participate in the democratic process through voter education programs, becoming an election worker, and by inviting peers, family members, and the community to register to vote and get involved in the civic engagement activities.

PASSED AND ADOPTED by the following vote this 25th 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: Proclamation: Labor Day - September 7, 2026

Item Type: Consent

Background: The Board of Education recognizes that working Americans are the foundation of our Nation's continued economic success and prosperity. Whether building the Golden Gate Bridge or the Park Street Bridge, they have built our country and enriched our communities.

On Labor Day, we honor the contributions of working men and women today and throughout our history. A proclamation recognizing September 7, 2026 as a day to celebrate our working Americans is being brought forward tonight for approval.

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: #1 - All students have the ability to achieve academic and personal success.

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

ATTACHMENTS:

Description	Upload Date	Type
□ Proclamation - Labor Day 2026	8/19/2026	Backup Material

PROCLAMATION

Labor Day

September 7, 2026

WHEREAS, Americans are the foundation of our Nation's continued economic success and prosperity; and

WHEREAS, through great innovation and perseverance, our labor force has forged America as a land of limitless possibilities; and

WHEREAS, American workers are always ready to roll up their sleeves, clock in, and earn an honest living; and

WHEREAS, our workers show their commitment to achieving the American dream by training and educating themselves for careers crucial to our long-term competitiveness; and

WHEREAS, the President of the United States has declared September 7, 2026 a day to honor our American working forces;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education hereby recognizes September 7, 2026 as Labor Day.

PASSED AND ADOPTED by the following votes on this 25th 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: Proclamation: Suicide Prevention Awareness Month - September 2026

Item Type: Consent

Background: A considerable number of K-12 grade students suffer from mental health issues affecting relationships at home, in school, and in the community. Protecting the health and well-being of our students is an ethical responsibility of all professionals working on a school site along with families, students, and public agencies.

To call attention to the work we do to help youth and families, Alameda Unified School District proclaims September as Suicide Prevention Awareness Month.

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.| #4 - Parental involvement and community engagement are integral to student success.

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

ATTACHMENTS:

	Description	Upload Date	Type
▣	Proclamation: Suicide Prevention Awareness Month - September	8/19/2026	Backup Material

PROCLAMATION
Suicide Prevention Awareness Month
September

WHEREAS, the California Department of Education (CDE) has officially recognized September as Suicide Prevention Awareness Month; and

WHEREAS, according to the Centers for Disease Control and Prevention, youth suicide is the second leading cause of death for youth between the ages of fifteen to twenty-four; and

WHEREAS, research shows kindergarten through twelfth grade students suffer from mental health issues affecting relationships at home, in school, and in the community; and

WHEREAS, often these students suffer silently and may be quietly contemplating suicide; and

WHEREAS, youth suicide is a preventable public health problem, yet it occurs at progressively high levels in California and across the nation; and

WHEREAS, early detection of student mental health issues by trusted adults and referrals for appropriate mental health care can help save lives on school campuses across the state; and

WHEREAS, protecting the health and well-being of our students is an ethical responsibility of all professionals working on a school site along with families, students, and public agencies; and

WHEREAS, by working together, we can increase our awareness of the mental health issues that our students face and thus work collaboratively to reduce the number of student suicides; and

WHEREAS, on September 25th 2018, the Alameda Unified School District passed a resolution recognizing September as Suicide Prevention Awareness Month;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District recognizes September as Suicide Prevention Awareness Month to call attention to the work we do to help youth and families.

PASSED AND ADOPTED by the following votes on this 25th 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. 2026-2027.06 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 \$1,653.00.

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
□	Resolution No. 2026-2027.06	8/19/2026	Resolution Letter
□	Attachment A	8/19/2026	Backup Material

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 25, 2026

Resolution No. 2026-2027.06

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 25th 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

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda HS	Donations	\$ 49.00
ASTI	Donations	\$ 50.00
Lincoln MS	Donations	\$ 1,554.00

Total Donations \$ 1,653.00

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Resolution No. 2026-2027.07 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. 2026-2027.07 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. 2026-2027.07	8/19/2026	Resolution Letter
☐ Exhibits A-F	8/19/2026	Exhibit

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

August 25, 2026

Resolution No. 2026-2027.07

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 25th 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

Bay Farm Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Stage in MPR	n/a	n/a	3 - Retire/Poor

Submitter Signature

*Rahima Abdelhamid***Approvals**

Site Admin Signature

Rahima Abdelhamid

Director Signature

Brian Addicott

Asst. Superintendent Signature

*Shahiq Khan***Submitted By: Abdelhamid, Rahima****Date Submitted: 8/12/2026****Form #: 93796**

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
6	Tall file cabinet	N/A	N/A	3 - Retire/Poor
2	Metal bookcases	N/A	N/A	3 - Retire/Poor
3	Desk	N/A	N/A	3 - Retire/Poor
1	Divider wall	N/A	N/A	3 - Retire/Poor
1	Microwave	N/A	N/A	3 - Retire/Poor
1	Small fridge	N/A	N/A	3 - Retire/Poor

Submitter Signature

Joan Hulihan

Approvals

Site Admin Signature

Sheila SathoWarner

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Hulihan, Joan

Date Submitted: 8/8/2026

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	Metal bookshelves	n/a	n/a	2 - Fair
1	Filing cabinet	na	n/a	2 - Fair
1	Wooden desk	n/a	n/a	2 - Fair
1	Wooden 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 Khan***Submitted By: Woodward, Nicci****Date Submitted: 8/4/2026****Form #: 93280**

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
5	Scroll saw - asset tag on red saw only	N/A	02714	3 - Retire/Poor
1	Lathe	N/A	05190	3 - Retire/Poor
1	Planer	N/A	02708	3 - Retire/Poor
1	Grinder	N/A	102542	3 - Retire/Poor
1	Joiner	N/A	02710	3 - Retire/Poor
6	Wood shop tables	N/A	N/A	3 - Retire/Poor
3	Carts	N/A	N/A	3 - Retire/Poor
1	Broken pottery wheel	N/A	N/A	3 - Retire/Poor
3	Music stand movers	N/A	N/A	3 - Retire/Poor

Submitter Signature

*Joan Hulihan***Approvals**

Site Admin Signature

Sheila SathoWarner

Director Signature

Brian Addicott

Asst. Superintendent Signature

A handwritten signature in black ink, reading "Shakir Khan", is centered within a light gray rectangular box.

Submitted By: Hulihan, Joan

Date Submitted: 8/6/2026

Form #: 93429

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
4	Racks	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 Khan

Submitted By: Woodward, Nicci

Date Submitted: 8/4/2026

Form #: 93281

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☒ **Waste** ☐ Recycle

Current Location

Alameda High School

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Refrigerator from C217 - now located near the dumpster	Whirlpool - no numbers	N/A	3 - Retire/Poor

Submitter Signature

*Terry Dominguez***Approvals**

Site Admin Signature

Angela Barrett

Director Signature

Brian Addicott

Asst. Superintendent Signature

*Shahiq Khan***Submitted By: Dominguez, Terry****Date Submitted: 6/30/2026****Form #: 91666**

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Enrollment Report: First Five Days of School (10 Mins/Information)

Item Type: Information

Background: Tonight staff present enrollment data for elementary, middle, and high schools. Enrollment is monitored daily for the first 10 days of school. Classes must be balanced by the 20th day to meet class size maximums per the Alameda Education Association contract.

This presentation also includes a reminder of the changes made by the district in May of 2024 to the Administrative Regulation on Intra District Open Enrollment (AR 5116.1).

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.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: This item is presented for information only.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure 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: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

	Description	Upload Date	Type
□	Presentation: Day 5 enrollment Report_8.25.26	8/19/2026	Presentation

Day 5 Enrollment Report 2026-2027 School Year

Kirsten Zazo

Assistant Superintendent, Educational Services

August 25, 2026

Total Enrollment 2026-2027 SY

All Program and Student Enrollment Grade Level Comparisons -

Grades	Day 5 Actuals as of 8/15/25 (TK-12)	Projected Enrollment 2026-2027 (TK-12)	Day 5 Actuals as of 8/17/26 (TK-12)	Difference from Projected and Day 5 Actual(+/-)
TK-5	4,173	4,201	4,197	-4
6-8	2,082	2,092	2,142	+50
9-12	3,069	3,077	3,153	+76
Total	9,324	9,370	9,492	+122

Total Enrollment 2026-2027 SY

Elementary Schools

Year	Bay Farm (K-5)	Earhart (TK-5)	Edison (K-5)	Franklin (K-5)	Love (TK-5)
Day 5 2025-2026	491	565	469	291	510
2026-2027 8/17/26	516	540	467	294	532
Difference	+25	-25	-2	+3	+22

Total Enrollment 2026-2027 SY

Elementary Schools, cont...

Year	Maya Lin (TK-5)	Otis (K-5)	Paden (TK-5)	Ruby Bridges (TK-5)
Day 5 2025-2026	467	553	375	515
2026-2027 8/17/26	471	478	378	509
Difference	+4	-75	+3	-6

Total Enrollment 2026-2027 SY

Middle Schools

Year	Jr. Jets (6-8)	Lincoln (6-8)	Wood (6-8)
Day 5 2025-2026	392	1,029	651
2026-2027 8/17/26	391	1,059	689
Difference	-1	+30	+38

Total Enrollment 2026-2027 SY

High Schools

Year	Alameda (9-12)	ASTI (9-12)	Encinal (9-12)	Island (9-12)
Day 5 2025-2026	1,847	196	970	56
2026-2027 8/17/26	1,880	197	1,006	42
Difference	+33	+1	+36	-14

Elementary General Education Space 2026-2027

East End Elementary Schools – Under/Over Capacity

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
Bay Farm	73	69	73	74	75	76	77
Open/waitlist	7	6	2	1	4	4	0
Earhart	57	74	73	98	77	76	81
Open/waitlist	3	1	2	2	2	0	0
Edison		73	75	73	75	76	79
Open/waitlist		2	0	2	0	1	1
Otis		72	75	101	77	76	80
Open/waitlist		3	0	1	2	1	0

Open spots in green/Over enrollment students in red

Elementary General Education Space 2026-2027

Central Elementary Schools – Under/Over Capacity

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
Franklin		48	51	49	50	47	46
Open/waitlist		2	1	1	0	0	0
Love	83	75	76	74	77	75	78
Open/waitlist	3	0	1	1	2	4	0

Open spots in green/Over enrollment students in red

Elementary General Education Space 2026-2027

West End Elementary Schools – Under/Over Capacity

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
<i>Maya Lin</i>		69	74	76	97	76	81
Open/waitlist		6	1	1	3	0	0
<i>Paden</i>	60	47	52	51	53	52	63
Open/waitlist	0	3	2	1	1	11	1
<i>Ruby Bridges</i>	60	69	73	74	74	67	78
Open/waitlist	0	6	2	1	1	11	0

Open spots in green/Over enrollment students in red

Diversion Policy

A. Procedures from First Date of Pre-Enrollment for Upcoming School Year through the first day of school.

All students are enrolled into their home school. Parents/guardians of students seeking enrollment shall be notified in writing if the requested grade level or school is at or over capacity at the time of enrollment. Such notice shall clearly state that the student may be diverted to another school if sufficient space does not become available at the student's zoned school. Parent/guardian will be informed of the student's over enrollment number with the explanation that the numbers can change based on the diversion priorities. Families enrolled before July 15th will be notified a second time in early August if the school is still over enrolled and what their over enrollment number is. All students will start the school year at their home school.

Diversion Policy, cont...

B. Procedures from the first day of school through the school year.

Parents/guardians shall be notified in writing at the time of registration if a grade or school is at or over capacity. Such notice shall clearly state that the student may be diverted to another school if sufficient space does not become available at the student's zoned school. All such students shall be given an over enrollment number based on date of enrollment. Parents/guardians will be informed of the student's number and asked to which school(s) with capacity they would prefer as a diversion placement. The district shall take these rankings into account when determining the school placement for the student.

At this time, if the student's zoned school is at or over capacity, the student will be redirected to a school with space.

Diversion Policy, cont...

Students will be diverted in the following order:

1. Students attending the school on an interdistrict transfer. (living outside of Alameda)
2. Intradistrict transfer (living inside Alameda in a different school zone) students with a space at their home school who do not fall into categories (c)-(d) below and or have been at the school less than 1 year and 19 days.
3. Students residing in the school's attendance zone and or whose parent/guardian is assigned to that school as his/her primary place of employment. Within this group, students will be moved in reverse order of enrollment date.
4. Students residing in the school's attendance zone and or whose parent/guardian is assigned to that school as his/her primary place of employment that have a sibling who attended that school the year prior. Within this group, students will be moved in reverse order of enrollment date.

Diversion Policy, cont...

Students who are diverted to a school outside their home school attendance zone will be offered the opportunity to return to their home school if space becomes available. The order of return will be based on enrollment date.

A student who is diverted may not be involuntarily re-diverted into a third school. The District shall re-designate the diversion site as the diverted student's home school if either:

- The student's parent/guardian so requests, or
- The student's parent/guardian declines offers to return to the student his/her home school in multiple school years.

If the diversion site is re-designated as the diverted student's home school, the student's family shall have the right to designate the diversion site as the home school for the student's siblings.

Reminder of Notable Changes to AR 5116.1

The District's Intra District Open Enrollment [Administrative Regulation \(AR 5116.1\)](#) was revised on May 14, 2024, to include:

1. Enrollment Priorities

B. Students whose parent/guardian are employed by the Alameda Unified School District who request enrollment in the district prior to two weeks before the first day of school, shall be given priority to seats available in the district. Placement will be assigned by the Enrollment Office to a school that has space. If there are more applications received from in-zone students than there are seats available in a particular grade at the zoned school, the district shall follow the district shall follow section 2 procedures. (Enrollment When Over-Capacity) The school where the student is placed will become the students home school and they will retain resident status at the school as long as the parent/guardian remains employed by the Alameda Unified School District. (All students not residing in Alameda will have to obtain an interdistrict transfer from their district of residence prior to the start of the school year)

Notable Changes to AR 5116.1, *cont...*

1. Enrollment Priorities

C. Students whose parent/guardian are employed by the City of Alameda who request enrollment in the district prior to April 15th, shall be given priority to seats available in the district. Placement will be assigned by the Enrollment office to a school that has space. If there are more applications received from in-zone students than there are seats available in a particular grade at the zoned school, the district shall follow section 2 procedures. (Enrollment When Over-Capacity). City employees will need to show proof of employment upon requesting admittance and on an annual basis. The school where the student is placed will become the students home school and they will retain resident status at the school as long as the parent/guardian remains employed by the City of Alameda and the student meets the basic criteria for interdistrict transfer. (All students not residing in Alameda will have to obtain an interdistrict transfer from their district of residence prior to the start of the school year)

Notable Changes to AR 5116.1, cont...

5. Order of Diversion

Students will be diverted in the following order:

- a. Students attending the school on an interdistrict transfer whose Parent/Guardian is not a school district employee or a city employee. (Out of Alameda)
- b. Intradistrict transfer students with a space at their home school who do not fall into categories (h)-(i) below and or have been at the school less than 1 year and 19 days.
- c. Students whose parent/guardian is a city employee. Within this group, students will be moved in reverse order of enrollment date
- d. Students whose parent/guardian is a city employee that have a sibling who attended that school the year prior. Within this group, students will be moved in reverse order of enrollment date.
- e. Students whose parent/guardian works in the Alameda Unified School District. Within this group, students will be moved in reverse order of enrollment date.
- f. Students whose parent/guardian works in the Alameda Unified School District that have a sibling who attended that school the year prior. Within this group, students will be moved in reverse order of enrollment date.

Notable Changes to AR 5116.1, cont...

6. Over- and Under-Enrollment within a Secondary Course of Study

Should students need to be moved out of a course of study after the school year begins, school officials shall first seek student transfers on a volunteer basis. If the need still exists, students will be redirected to another course where space is available in the following order.

- a. Students attending the school on an inter-district transfer **whose Parent/Guardian is not a school district employee or a city employee.** (Out of Alameda)
- b. **Students whose parent/guardian is a city employee. Within this group, students will be moved in reverse order of enrollment date.**
- c. **Students whose parent/guardian works in the Alameda Unified School District. Within this group, students will be moved in reverse order of enrollment date.**

Students by enrollment date into the district.

Day 5 Enrollment Report 2026-2027 SY

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Options for Filling a Vacancy on the Board of Education (10 Mins/Action)

Item Type: Action

Background: With the recent resignation of Board Clerk Jennifer Williams, there is currently a vacant seat on AUSD's Board of Education. Board Bylaw 9223 outlines the two options for filling a vacant Board seat: calling a special election, or appointing an applicant.

A special election can cost upwards of \$900,000*. If the Board chooses to appoint a new Board member, there is no cost, and the interview and selection process must be done publicly. The Board must act to fill the seat within 60 days of the date of resignation (October 11, 2026).

Tonight, Board members will discuss their two options and take action to decide which process they would like to follow to fill the vacant Board seat.

** Estimate based on the November 7, 2023 OUSD District 5 special election: \$598,438.54 ÷ 25,483 registered voters = \$23.48/voter. Applied to approximately 50,000 AUSD registered voters = approximately \$1 million. Actual cost would be determined by the Alameda County Registrar of Voters.*

AUSD LCAP Goals:

Fund Codes: 01 General Fund

Fiscal Analysis

Amount (Savings) (Cost): Special Election: Estimate of upwards of \$900k based on price of OUSD District 5 Special Election in 2023. Actual cost would be determined by Alameda County Registrar of Voters. Appointment: None

Recommendation: Other

The Board will take action to select a provisional candidate by choosing one of the following options:

- Call a special election
- Appoint an applicant

AUSD Guiding Principle: #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: Pasquale Scuderi, Superintendent

ATTACHMENTS:

Description	Upload Date	Type
Presentation - Options for Filling Board		

- ▣ Vacancy 8/21/2026
- ▣ Board Bylaw 9223 Filling Vacancies (reviewed 9/24/2025
1.14.25)

Presentation

Backup Material

Process for Filling Vacancy on the Board of Education



Presented to the Board of Education

August 25, 2026

Pasquale Scuderi, AUSD Superintendent

Process for Filling a Board Vacancy

- With former Board Clerk Jennifer Williams resigning from the Board, there is a vacant seat on the Board of Education. The term was to run through November 2028.
- Education Code § 5091 gives the Board two options for filling the vacancy:
 - Call a special election; or
 - Make an appointment of a qualified applicant.
- If the Board chooses to appoint, the appointment must be made within 60 days of the date the vacancy occurred.
 - Resignation date: August 12, 2026
 - 60-day deadline: October 11, 2026
- If the Board does not make an appointment within the 60-day period, the County Superintendent of Schools must call step in to appoint or call an election to fill the vacancy.
- An appointed Board member will serve for the remainder of the term originally held by the member who created the vacancy; in this case, the appointed member would serve through November 2028.

Board Vacancy: Proposed Next Steps if Appointment Process Selected

Date	Task	Status
August 25, 2026	Board vote on appointment process	In progress
August 26, 2026	Applications available and announcement	Pending
	Announcement placed in newspapers and sent to community via <i>Parent Square</i> , etc.	
	Application posted online, sent to school sites, and paper applications printed for District Office and School Sites.	

Board Vacancy: Proposed Next Steps if Appointment Process Selected

Date	Task	Status
August 26 – September 11, 2026	Application Period	Pending
September 22, 2026	Interviews and Appointment Vote at Regular Board Meeting	
October 13, 2026	Provisional Trustee Sworn In	

Process for Filling a Board Vacancy

Board Discussion, Public Comments, and Action

Bylaw 9223: Filling Vacancies

Status: ADOPTED

Original Adopted Date: 06/26/2012 | **Last Revised Date:** 01/14/2025 | **Last Reviewed Date:** 01/14/2025

Events Causing a Vacancy

A vacancy on the Governing Board may arise from any of the following events:

1. The death of an incumbent (Government Code 1770)
2. The adjudication pursuant to a quo warranto proceeding declaring that an incumbent is physically or mentally incapacitated due to disease, illness, or accident and that there is reasonable cause to believe that the incumbent will not be able to perform the duties of the office for the remainder of the term (Government Code 1770)
3. A Board member's resignation in accordance with Board Bylaw 9222 - Resignation (Government Code 1770)
4. A Board member's removal from office by recall (Elections Code 11000-11386; Government Code 1770)
5. A Board member's ceasing to be a resident of the district (Government Code 1770)
6. A Board member's ceasing to inhabit the trustee area represented by the Board member (Government Code 1770)
7. A Board member's absence from the state for more than 60 days, except in the following situations: (Government Code 1064, 1770)
 - a. Upon district business with the approval of the Board
 - b. With the consent of the Board for an additional period not to exceed a total absence of 90 days or, in the case of illness or other urgent necessity and upon a proper showing thereof, for more than 90 days
 - c. For federal military deployment, not to exceed an absence of a total of six months, as a member of the armed forces of the United States or the California National Guard

If the absence of the Board member for this purpose exceeds six months, the Board may approve an additional six-month absence upon a showing that there is a reasonable expectation that the member will return within the second six-month period, and the Board may appoint an interim member to serve during the absence. If two or more Board members are absent by reason of these circumstances, and those absences result in the inability to establish a quorum at a regular meeting, the Board may immediately appoint one or more interim members as necessary to enable the Board to conduct business and discharge its responsibilities. The term of an interim member appointed in these circumstances shall not extend beyond the return of the absent Board member or beyond the next regularly scheduled election for that office, whichever occurs first.
8. A Board member's ceasing to discharge the duties of the office for the period of three consecutive months, except when prevented by sickness or when absent from the state with the permission required by law (Government Code 1770)
9. A Board member's conviction of a felony or any offense involving a violation of official duties or conviction of a designated crime resulting in a forfeiture of office (Government Code 1770, 3000-3003)
10. A Board member's refusal or neglect to file the required oath within the time prescribed (Government Code 1770)

11. The decision of a competent tribunal declaring void a Board member's election or appointment (Government Code 1770)
12. A Board member's commitment to a hospital or sanitarium as a drug addict, dipsomaniac, inebriate, or stimulant addict by a court of competent jurisdiction, in which case the office shall not be deemed vacant until the order of commitment has become final (Government Code 1770)
13. A "failure to elect" in which no candidate or an insufficient number of candidates have filed to run for a Board seat(s) (Education Code 5090, 5326, 5328)

Timelines for Filling a Vacancy

When a vacancy occurs, the Board shall take the following action, as appropriate:

1. When a vacancy occurs within four months of the end of a Board member's term, the Board shall take no action. (Education Code 5093)
2. When a vacancy occurs between six months and 130 days before a regularly scheduled Board election at which the vacant position is not scheduled to be filled, the vacancy shall be filled by a special election consolidated with the regular election. The person so elected shall take office at the first regularly scheduled Board meeting following the certification of the election and shall serve only until the end of the term of the position which the person was elected to fill. (Education Code 5093)
3. When a vacancy occurs any time outside of the statutory time windows identified in Items #1 and #2 above, the Board shall either order an election or make a provisional appointment within 60 days of the date of the vacancy or the filing of the member's deferred resignation, whichever is sooner. (Education Code 5091, 5093)

Eligibility for Appointment

In order to be appointed to fill a vacancy on the Board, a person must meet the eligibility requirements specified in law and Board Bylaw 9220 - Governing Board Elections.

Provisional Appointments

When, as authorized by law, the Board has opted to make a provisional appointment to fill a vacancy, the Board, by resolution, may approve the procedures for selecting the person to be provisionally appointed to fill the vacancy. These procedures may, but are not required to, include the following:

1. Advertising in the local media to solicit candidate applications
2. Establishing a committee consisting of less than a quorum of the Board to ensure that applicants are eligible for Board membership and announce the names of the eligible candidates
3. Interviewing the candidates at a public meeting

Within 10 days after the Board makes a provisional appointment to fill a Board vacancy, the Superintendent or designee, on behalf of the Board, shall post a notice of the actual vacancy, or the filing of a deferred resignation, and the provisional appointment. The Superintendent or designee shall post the notice as follows: (Education Code 5092)

1. In three public places in the district or, if applicable, trustee area
2. On the district's website
3. In a newspaper of general circulation published in the district, if such a newspaper exists

The notice shall contain: (Education Code 5092)

1. The fact of the vacancy or resignation
2. The date of the occurrence of the vacancy or the date of the filing of, and the effective date of, the resignation
3. The full name of the provisional appointee to the Board and the date of the provisional appointee's appointment
4. A statement notifying the voters that unless a petition calling for a special election pursuant to Education Code 5091 is filed in the office of the County Superintendent of Schools within 30 days of the provisional appointment, the appointment shall become effective

The person appointed shall only hold office until the next regularly scheduled election for district Board members. (Education Code 5091)

If within 30 days of the Board's appointment, registered voters of the district or, where elections are by trustee areas, of the trustee area, submit a petition for special election that the County Superintendent determines to be legally sufficient, the provisional appointment is terminated, and a special election shall be held in accordance with Education Code 5091 to fill the vacancy.

Appointment Due to Failure to Elect

When a vacancy occurs because no candidate or an insufficient number of candidates have been nominated and a district election will not be held, the Board shall appoint a qualified person to the office. This appointment shall be made at a meeting prior to the day fixed for the election and the appointee shall be seated at the organizational meeting as if elected at the district election. (Education Code 5328)

When an appointment is being made because of a failure to elect, the district shall publish a notice once in a newspaper of general circulation published in the district, or if no such newspaper exists, in a newspaper having general circulation within the district. This notice shall state that the Board intends to make an appointment and shall inform persons of the procedure available for applying for the appointment. (Education Code 5328.5)

When, as authorized by law, the Board seeks to make an appointment because of a failure to elect, the Board, by resolution, may approve any additional the procedures for selecting the person to be appointed to fill the vacancy.
