

BOARD OF EDUCATION AGENDA

REGULAR MEETING
September 22, 2026 - 6:30 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. *****

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

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

In Person Participation

Meeting locations are listed at the top of the agenda.

A speaker slip must be submitted to speak on any item in person.

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

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

Register using the link below. Click "raise hand" when you wish to speak on an item and

click "unmute" once you have been called to speak.

Remote Participation via Standard Telephone Call

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

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

Zoom Registration Link:

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

For Telephone Participants:

Zoom Phone Number: 669-900-9128

Zoom Meeting ID: 892 1582 9256

2. Call to Order - 6:30 PM - City Council Chambers - Board President Ryan LaLonde will call the meeting to order in City Council Chambers.
3. Pledge of Allegiance - Student Board Members will lead the Pledge of Allegiance
4. Roll Call/Introduction of Board Members and Staff

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 September 8, 2026 Regular Board of Education Meeting will be considered (5 Mins/Action)

D. COMMUNICATIONS

1. Proclamation: National Domestic Violence Awareness Month - October (5 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 Revised California Interscholastic Federation Representatives to League for 2026-27 School Year for Alameda High School and Encinal Jr./Sr. High School
9. Proclamation: Lesbian, Gay, Bisexual, Transgender, Queer/Questioning History Month - October
10. Proclamation: World Teachers' Day - October 5, 2026
11. Resolution No. 2026-2027.12 Approval of Budget Transfers, Increases, Decreases
12. Resolution No. 2026-2027.13 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: 20th Day of School (10 Mins/Information)
2. Resolution No. 2026-2027.xx Certification of Requirement of Education Code Section 60119 for Pupil Textbooks and Instructional Materials for Grades K-12 for the 26-27 SY (5 Mins/Public Hearing/Information)

3. Candidate Interviews and Selection for Provisional Appointment to Fill Vacant Board Seat
(60 Mins/Action)

G. ADJOURNMENT

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Minutes from the September 8, 2026 Regular Board of Education Meeting will be considered (5 Mins/Action)

Item Type: Action

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

Minutes coming to the Board for approval are:

- September 8, 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 September 8 Board Mtg	9/21/2026	Backup Material

BOARD OF EDUCATION MEETING

September 8, 2026

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. Call to Order - Closed Session – 6:00pm:
Board President Ryan LaLonde called the meeting to order in Council Chambers in Alameda City Hall.
2. Public Comment on Closed Session Topics:
There were no public comments on Closed Session topics.
3. 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:

Student Discipline Matters (Student Suspension, Expulsion, or Readmittance) – Education Code § 48918, 35146. (1 case): 1. Case #26-02
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 reconvened the meeting in Council Chambers at 6:30pm.
6. Pledge of Allegiance
Student Board Members Ethan Lee, Penny Locke, and Maya Schrager 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 Member Carrie Hahnel, and Board Member Gary Lim. Student Board Members Ethan Lee, Penny Locke, and Maya Schrager were present.
8. Closed Session Action Report:
In Closed Session, the Board was presented with information to consider a petition for readmission from expulsion for Student Case #26-02, effective September 9, 2026. The

Board reviewed the recommendation and supporting documentation pursuant to Education Code § 35146 and District policy. The Board approved the petition for readmission effective September 9, 2026.

Motion to approve the petition for readmission for Student Case 26-02 effective September 9, 2026, pursuant to Education Code § 35146.

MOTION: Member Little

SECONDED: Member Hahnel

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Hahnel, and Lim

MOTION APPROVED

B. MODIFICATION(S) OF THE AGENDA

No modifications to the agenda were made.

C. APPROVAL OF MINUTES

1. Minutes from the August 25, 2026 Regular Board of Education Meeting:
The Board considered the minutes from the August 25, 2026 Regular Board of Education Meeting.

Motion to approve the Minutes from August 25, 2026 Regular Board of Education Meeting.

MOTION: Student Member Li

SECONDED: Member Hahnel

STUDENT BOARD MEMBER VOTES

AYES: Members Li, Locke, and Schrager

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Hahnel, and Lim

MOTION APPROVED

D. COMMUNICATIONS

1. Public Comments on Non-Agenda Items:
Maya Schrager, AUSD student: spoke in her personal capacity as a Jewish student in AUSD and not in her elected capacity as the Student Board Member representing Alameda High School. She spoke regarding the scheduling of Island Bowl on Friday, September 11, which coincides with Rosh Hashanah. She asked the Board and Superintendent to consider religious holidays when scheduling future events and requested a commitment to avoid conflicts that place students in the position of choosing between participating in extracurricular activities and observing their faith.

2. Written Correspondence:

The Board did not receive any written correspondence related to the September 8, 2026 agenda.

3. Report from Employee Organizations:

Alameda Education Association (AEA): Judy Ganley, President of AEA, reported that three employees at Mylan Elementary who recently returned from pregnancy leave and were taking lactation breaks were having portions of their pay docked when their breaks could not be coordinated exactly with supervisory responsibilities. Ms. Ganley referenced Board policy revised in October 2025 and expressed her intent to work toward a resolution for the affected employees.

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

4. PTA Council Report:

No report was provided by the PTA Council.

5. Board Members' Report:

Board Vice President Heather Little acknowledged the concerns raised regarding religious-calendar conflicts and lactation accommodations and said the Board should take responsibility for reviewing calendars and addressing these issues. She also shared her personal experience returning to work while breastfeeding and emphasized the importance of dignity and privacy for employees.

Board Member Carrie Hahnel thanked Ms. Schrager and Ms. Ganley for their comments, expressed support for inclusive practices and follow-up regarding the concerns raised, and suggested that the new athletic director could review calendars for future sports scheduling.

Board Member Gary Lim thanked Ms. Schrager and Ms. Ganley and highlighted Resolution No. 2026-2027.11 regarding Proposition 3 on the Consent Calendar. He also encouraged student advocacy regarding recognition of religious holidays and noted that the District has the ability to recognize holidays beyond those identified in the Education Code.

Board President Ryan LaLonde acknowledged the concerns raised regarding lactation accommodations and religious-calendar scheduling and expressed support for follow-up.

6. Superintendent's Report:

Superintendent Pasquale Scuderi stated that the District would look into the concern regarding lactation accommodations and emphasized that the District does not intend to deny accommodations required under state and federal law. He also discussed the factors involved in interscholastic athletic scheduling and said the District would examine calendar conflicts more closely. Superintendent Scuderi reported that AUSD sold \$162 million in Measure B bonds during the summer, with investor orders totaling approximately \$742 million, allowing the District to refinance the bonds at an interest rate of 4.1% and save taxpayers approximately \$12.1 million over the life of the bonds.

7. Student Board Members' Report:

Student Board Member Ethan Li reported on ASTI's food bank donation drive, the continuation of the RISE culture and climate program, an integrity focus for the month, club applications and interviews, and upcoming School Site Council and PTSA meetings.

Student Board Member Penny Locke reported on Encinal Jr. & Sr. High School's AP sign-ups, the work of Assistant Principal Kitchens, Club Week and approximately 50 clubs, fall sports and the upcoming Island Bowl, homecoming preparations, and positive feedback regarding the early dismissal process for Junior Jets.

Student Board Member Maya Schrager reported on Alameda High School's recent Club Fair, upcoming Spirit Week and homecoming rally, senior superlative voting, Suicide Awareness Spirit Day, and float building for the homecoming game.

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
6. Approval of Bill Warrants and Payroll Registers
7. Approval of Individual Service Agreements (ISAs) with Non-Public Schools and Non-Public Agencies
8. Proclamation: Hispanic Heritage Month - September 15 - October 15, 2026
9. Resolution No. 2026-2027.09 Annual Signature Authorization for Continued Funding Application for California Department of Education Contracts for FY 2027-2028
10. Resolution No. 2026-2027.10 Annual Signature Authorization for Continued and Expansion Funding Application for California Department of Social Services Child Care and Development Services Contracts for FY 2027-2028
11. Resolution No. 2026-2027.10 Approval of Budget Transfers, Increases, Decreases
12. Resolution No. 2026-2027.11 In Support of Proposition 3, the California Children's Education and Healthcare Protection Act of 2026

Public Comments:

No public comments were received on Consent Calendar items.

Motion to approve the Consent Calendar.

MOTION: Member Little

SECONDED: Member Hahnel

STUDENT BOARD MEMBER VOTES

AYES: Members Li, Locke, and Schrager

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Hahnel, and Lim

MOTION APPROVED

F. GENERAL BUSINESS

1. Artificial Intelligence in AUSD: Considering Frameworks for Responsible Use in Our Schools:

Assistant Superintendent of Educational Services Kirsten Zazo, Superintendent Pasquale Scuderi, and Director of Secondary Education Dr. Vernon Walton presented an update on AUSD's approach to artificial intelligence. Staff described the rapid development of AI products, the limited and early research base, and the need to consider child safety, data privacy, bias, responsible design, pedagogical effectiveness, and vendor sustainability. Staff reported that an AI committee has been meeting since January to develop guidance and guardrails for students and staff, gather baseline information through student and staff surveys, engage families, and develop a framework for policy and instructional guidance. The student survey received more than 594 responses, primarily from secondary students; 56% reported never using AI, while 39% reported occasional use, 3% weekly use, and 2% daily use. Staff also described professional learning through the Krause Center for Innovation, including an AI capstone completed by 10 AUSD staff members and training provided to 29 teachers. The District plans to continue piloting and vetting tools, building staff capacity, refining the AI policy and instructional guidance, and developing a sustainable process for reviewing AI tools.

Public Comments:

Elizabeth Fodica, AUSD parent: Ms. Fodica thanked the District for bringing the discussion to the community and requested parent participation, including consideration of a parent advisory group. She also asked for transparency about AI tools used by age group and whether the District had considered a moratorium on student-facing generative AI for younger students.

Katherine Howell, AUSD parent: Ms. Howell expressed concern about introducing insufficiently studied technology before students develop foundational skills in reading, handwriting, problem solving, conversation, and interaction with teachers and peers. She urged the District to be cautious about using AI in ways that could replace rather than support learning.

Alex Barrett, AUSD parent: Mr. Barrett described an experience in which a fourth-grade student encountered an AI-generated summary during a Google search and questioned how the District could prevent students from encountering AI through commonly used technology. He expressed support for the District's work on the issue.

Adrian Tillman, AUSD parent: Mr. Tillman described an experience involving his third-

grade student's use of an AI-generated summary while researching the Arctic wolf. He expressed concern about students using online summaries before learning how to evaluate sources and emphasized the importance of developing focus and learning from text.

Judy Ganley, President of AEA: Ms. Ganley referenced Article 29.10.02 and the Technology Oversight Committee and expressed concern that the AI committee could take on a larger technology-oversight role without the same bargaining-unit representation. She asked how employee contractual rights would be addressed and requested a seat at the table.

Mike McMahon, Former Board Member, Community Member: Mr. McMahon raised questions about data security, parental and community engagement, and the design of the student survey. He encouraged the District to focus on learning outcomes and to involve parents earlier in the process.

Lyndsey Schlax, Lincoln Middle School teacher: Ms. Schlax discussed teacher and parent concerns regarding AI being incorporated into Google products and classrooms. She emphasized the need for guardrails, data and privacy protections, and a focus on student thinking and learning rather than simply completing assignments.

Susan Marks, AUSD parent and teacher: Ms. Marks thanked the District for its thoughtful and cautious approach and requested that elementary families be included in future surveys. She distinguished teaching AI literacy from requiring students to use generative AI for learning and expressed concern about cognitive offloading and the use of Gemini in schoolwork.

2. Strategic Planning: Needs, Opportunities, and Trade-offs Focusing on Island High School:

Superintendent Pasquale Scuderi presented an initial strategic planning discussion regarding the continuation program at Island High School. He emphasized that the discussion was intended to examine program data, dilemmas, and opportunities rather than assign blame to current staff or administrators. Enrollment at Island has declined to approximately 45 students, while attendance has also remained low. Staff noted that current staffing and schedules were designed for a larger student population and that the program's per-pupil cost is higher than at other District schools.

The Board and staff discussed the need to balance fiscal considerations with the level of support appropriate for students served by a continuation program. Staff described possible areas for further examination, including schedules, staffing, student support services, internships and work experience, and potential co-location of some District services at Island. Staff also discussed the reasons students attend Island, including credit deficiency and the opportunity for accelerated credit recovery, and noted that many students are now able to remain at comprehensive high schools and graduate on time.

Public Comments:

Judy Ganley, President of AEA: Ms. Ganley referenced Article 24 regarding restructuring

and asked for clarification about whether proposed schedule changes discussed for November applied to the 2026-27 or 2027-28 school year. Staff clarified that the reference was to the 2027-28 school year.

Board members discussed the challenges and opportunities associated with the continuation program, the role of individualized student support, the potential co-location of District services, and the possibility of co-locating the program with a comprehensive high school. Superintendent Scuderi stated that co-location models have been used in other districts but that additional research would be needed. Board members emphasized the importance of improving student outcomes while recognizing the needs of students and staff at Island. Staff outlined goals for the coming months, including reconnecting with Island staff and administrators, reviewing attendance trends, developing draft schedules and staffing models, and returning to the Board with potential modifications later in the year.

3. Presentation and Approval of 2025-2026 Unaudited Actuals Financial Report:

Assistant Superintendent of Business Services Shariq Khan presented the 2025-2026 unaudited actuals financial report. The report summarized actual financial activity for the 2025-2026 school year, including unrestricted and restricted general fund revenues and expenditures. Unrestricted revenue increased by approximately \$4.7 million and restricted revenue increased by approximately \$3.4 million. Overall expenditures and contributions increased by approximately \$10 million, with approximately 86% spent on salaries and benefits. Special education expenditures increased by approximately \$10 million over four years, including a 25% increase from 2024-25 to 2025-26. The District began the year with approximately \$33.3 million in general fund balance and ended with approximately \$26.8 million, or \$23.6 million after assignments. Mr. Khan also previewed the first interim budget, including additional ongoing revenue associated with a 1.44% COLA and other anticipated changes.

No public comments were received. Board members discussed special education funding advocacy, local revenue from parcel taxes, enrollment trends, one-time funds, and the District's approach to budget transparency.

Motion to approve the Unaudited Actuals Report.

MOTION: Member Lym

SECONDED: Member Hahnel

STUDENT BOARD MEMBER VOTES

AYES: Members Li, Locke, and Schrager

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Hahnel, and Lim

MOTION APPROVED

4. Approval of Resolution No. 2026-2027.11 Adoption of the 2025-2026 Gann Limit:

Assistant Superintendent of Business Services Shariq Khan presented the annual Gann Limit information. He explained that the limit is based on Proposition 4 and establishes a maximum appropriations limit for state and local government jurisdictions, with the annual calculation adjusted for growth and inflation. No public comments were received. The Board approved the resolution.

Motion to approve Resolution No. 2026-2027.11 Adoption of the 2025-2026 Gann Limit.

MOTION: Member Hahnel

SECONDED: Member Little

STUDENT BOARD MEMBER VOTES

AYES: Members Li, Locke, and Schrager

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Hahnel, and Lim

MOTION APPROVED

5. Consideration and Approval of Amendment to the Superintendent's Employment Agreement:

Board President Ryan LaLonde summarized the proposed amendment to Superintendent Pasquale Scuderi's employment agreement. Following the Superintendent's satisfactory evaluation for the 2025-2026 school year, the amendment extends the term of the existing employment agreement for an additional 12 months through June 30, 2030; all other provisions remain unchanged. No public comments were received. Board members discussed the Superintendent's annual contract, the distinction between an appointed Superintendent and an elected County Superintendent, leadership stability, and the District's work and future financial planning.

MOTION: Member Lym

SECONDED: Member Hahnel

STUDENT BOARD MEMBER VOTES

AYES: Members Li, Locke, and Schrager

NOES:

ABSENT:

BOARD MEMBER VOTES

AYES: Members LaLonde, Little, Hahnel, and Lim

MOTION APPROVED

MOTION APPROVED

G. ADJOURNMENT

The Board of Education adjourned the meeting at 9:03pm. Board President Ryan LaLonde thanked everyone who participated and announced that the next regular Board meeting would be held at City Hall on September 22, 2026. A Board Policy Subcommittee meeting will be held at the District office on September 16, 2026, and additional information is available on the AUSD website.

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: National Domestic Violence Awareness Month - October (5 Mins/Action)

Item Type: Consent

Background: Each year millions of children and youth are at risk of exposure to domestic violence. Learning disabilities and developmental delays in verbal, cognitive, and motor skills are common among children living in homes with domestic violence. Additionally children from violent homes have a high risk of alcohol/drug use, post-traumatic stress disorder, and juvenile delinquency.

On October 13, 2016 the Alameda Unified Board of Education approved a resolution declaring Alameda Public Schools Domestic Violence Free Zones. In support of that resolution, tonight the Alameda Unified School District's Board of Education proclaims October as National Domestic Violence Awareness Month.

Students from Alameda Family Services Youth Advisory Board will present a video, commissioned by Mayor Marilyn Ezzy Ashcraft, they made as a way of raising awareness about the importance of social support in combating domestic violence.

Here is the link to the video: <https://vimeo.com/1197429934>

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.

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

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 \$20,310.90.

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	9/14/2026	Backup Material

2026-2027
Summary Site Donations
August 31, 2026 - September 11, 2026

Slip Date	Site	Donor	Amount	Site Total	Total Donations
8/18/2026	Alameda HS	Christina Burke	\$ 27.00		
8/21/2026	Alameda HS	Antonio Malacap Jr.	\$ 27.00		
8/25/2026	Alameda HS	Alain Montiel DDS	\$ 20.00		
8/25/2026	Alameda HS	Amy Matabuena-Lev	\$ 20.00		
8/25/2026	Alameda HS	Amy Rasmussen	\$ 40.00		
8/25/2026	Alameda HS	Angela Tamblin	\$ 40.00		
8/25/2026	Alameda HS	Anthony Young	\$ 20.00		
8/25/2026	Alameda HS	Ashish Patel	\$ 40.00		
8/25/2026	Alameda HS	Benjamin Stein	\$ 20.00		
8/25/2026	Alameda HS	Bernadette Gard	\$ 20.00		
8/25/2026	Alameda HS	Blanca Cardenas	\$ 27.00		
8/25/2026	Alameda HS	Bradley Rodewald	\$ 40.00		
8/25/2026	Alameda HS	Brandon Young	\$ 150.00		
8/25/2026	Alameda HS	Brian Fox	\$ 47.00		
8/25/2026	Alameda HS	Caitlin Thomas	\$ 20.00		
8/25/2026	Alameda HS	Catheryn Vital	\$ 20.00		
8/25/2026	Alameda HS	Chandler	\$ 20.00		
8/25/2026	Alameda HS	Charles Pell	\$ 20.00		
8/25/2026	Alameda HS	Christopher Ellingford	\$ 20.00		
8/25/2026	Alameda HS	Christopher Wong	\$ 20.00		
8/25/2026	Alameda HS	Cindy Toh	\$ 100.00		
8/25/2026	Alameda HS	Clayton Lee	\$ 20.00		
8/25/2026	Alameda HS	Daewoong Son	\$ 10.00		
8/25/2026	Alameda HS	Danielle Takao	\$ 50.00		
8/25/2026	Alameda HS	Danuta Fitzsimmons	\$ 25.00		
8/25/2026	Alameda HS	David Lynch	\$ 20.00		
8/25/2026	Alameda HS	Derek Kim	\$ 20.00		
8/25/2026	Alameda HS	Derek Yu	\$ 20.00		
8/25/2026	Alameda HS	Devan Nasitka	\$ 40.00		
8/25/2026	Alameda HS	Duurenjargal Bold	\$ 20.00		
8/25/2026	Alameda HS	Emilia Barker	\$ 20.00		
8/25/2026	Alameda HS	Eric Devine	\$ 20.00		
8/25/2026	Alameda HS	Eric Vaught	\$ 20.00		
8/25/2026	Alameda HS	Erin Humbles	\$ 50.00		
8/25/2026	Alameda HS	Fan Bai	\$ 40.00		
8/25/2026	Alameda HS	Hilda Gee	\$ 100.00		
8/25/2026	Alameda HS	Howard Lee	\$ 25.00		
8/25/2026	Alameda HS	Hui Xing Cen	\$ 50.00		
8/25/2026	Alameda HS	Janice Ryan	\$ 40.00		
8/25/2026	Alameda HS	Jason Berger	\$ 20.00		
8/25/2026	Alameda HS	Jason Chin	\$ 20.00		
8/25/2026	Alameda HS	Jennifer Craig	\$ 20.00		
8/25/2026	Alameda HS	Jennifer Sullivan	\$ 30.00		
8/25/2026	Alameda HS	Jeremy Birn	\$ 40.00		
8/25/2026	Alameda HS	Jessie Seyer	\$ 130.00		
8/25/2026	Alameda HS	Jesus Lopez	\$ 20.00		

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8/25/2026	Alameda HS	Joel Kovisto	\$	20.00
8/25/2026	Alameda HS	Jolene Ignowski	\$	20.00
8/25/2026	Alameda HS	Jonathan Lee	\$	40.00
8/25/2026	Alameda HS	Julie Fox	\$	40.00
8/25/2026	Alameda HS	Kalle Axel Lindgren	\$	20.00
8/25/2026	Alameda HS	Kara Leong	\$	50.00
8/25/2026	Alameda HS	Karen Garcia	\$	50.00
8/25/2026	Alameda HS	Karen Reardanz	\$	20.00
8/25/2026	Alameda HS	Kathryn Sargent	\$	20.00
8/25/2026	Alameda HS	Keenan Dmylerko	\$	20.00
8/25/2026	Alameda HS	Kenneth Cutler	\$	50.00
8/25/2026	Alameda HS	Keri Rorvik	\$	20.00
8/25/2026	Alameda HS	Larissa Adam	\$	20.00
8/25/2026	Alameda HS	Laura Somido	\$	20.00
8/25/2026	Alameda HS	Linh Hoang	\$	100.00
8/25/2026	Alameda HS	Lo Chhour	\$	20.00
8/25/2026	Alameda HS	Luther Dupree III	\$	50.00
8/25/2026	Alameda HS	M Hom	\$	20.00
8/25/2026	Alameda HS	Mahru An	\$	20.00
8/25/2026	Alameda HS	Manoj Rajpal	\$	225.00
8/25/2026	Alameda HS	Marcel Degas	\$	20.00
8/25/2026	Alameda HS	Marco Alves	\$	20.00
8/25/2026	Alameda HS	Marcus Lo	\$	20.00
8/25/2026	Alameda HS	Margo Ponce	\$	25.00
8/25/2026	Alameda HS	Mariya Ellsworth	\$	20.00
8/25/2026	Alameda HS	Marjorie Acay	\$	20.00
8/25/2026	Alameda HS	Matt Lovering	\$	40.00
8/25/2026	Alameda HS	Meresa Connors	\$	20.00
8/25/2026	Alameda HS	Michael Douglas Cochran	\$	20.00
8/25/2026	Alameda HS	Michael Smith	\$	20.00
8/25/2026	Alameda HS	Michael Tamir	\$	30.00
8/25/2026	Alameda HS	Michele Mason Cushner	\$	20.00
8/25/2026	Alameda HS	Miguel Garcia	\$	20.00
8/25/2026	Alameda HS	Milos Tatarevic	\$	60.00
8/25/2026	Alameda HS	Nadia Bueno	\$	20.00
8/25/2026	Alameda HS	Ngoi Phung	\$	100.00
8/25/2026	Alameda HS	Noriko Yasui	\$	20.00
8/25/2026	Alameda HS	Patrocinio Luu	\$	20.00
8/25/2026	Alameda HS	Raffi Aghapekian	\$	30.00
8/25/2026	Alameda HS	Randy Banaria	\$	20.00
8/25/2026	Alameda HS	Rebecca Rosales	\$	27.00
8/25/2026	Alameda HS	Robert Tocchini	\$	20.00
8/25/2026	Alameda HS	Ronald Wong	\$	20.00
8/25/2026	Alameda HS	Sara Wielandt	\$	20.00
8/25/2026	Alameda HS	Sarah Hart	\$	27.00
8/25/2026	Alameda HS	Satoko Miyamoto	\$	30.00
8/25/2026	Alameda HS	Seth Hamlin	\$	40.00
8/25/2026	Alameda HS	Spacelee Stephens	\$	20.00
8/25/2026	Alameda HS	Stephanie Phung-Kha	\$	20.00

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8/25/2026	Alameda HS	The Grant Family Living Trust	\$	50.00
8/25/2026	Alameda HS	Thong Dat Nguyen	\$	20.00
8/25/2026	Alameda HS	Timothy Stowe	\$	20.00
8/25/2026	Alameda HS	Tony Ng	\$	50.00
8/25/2026	Alameda HS	Tzu-Wang Chuang	\$	20.00
8/25/2026	Alameda HS	Veronica Favela	\$	20.00
8/25/2026	Alameda HS	Wenwen Xu	\$	20.00
8/25/2026	Alameda HS	William Goh	\$	25.00
8/26/2026	Alameda HS	Aaron Rozenek	\$	100.00
8/26/2026	Alameda HS	Alan Wands	\$	20.00
8/26/2026	Alameda HS	Alicia Chakrabarti	\$	50.00
8/26/2026	Alameda HS	Alina Chow	\$	20.00
8/26/2026	Alameda HS	Alisa Rasera-Holden	\$	20.00
8/26/2026	Alameda HS	Amy Marrs	\$	40.00
8/26/2026	Alameda HS	Amy Miller	\$	10.00
8/26/2026	Alameda HS	Andres Sole	\$	20.00
8/26/2026	Alameda HS	Andrew Lee Brooks	\$	20.00
8/26/2026	Alameda HS	Andrew Pate	\$	25.00
8/26/2026	Alameda HS	Andrew Schmieder	\$	20.00
8/26/2026	Alameda HS	Andries Zijlstra	\$	200.00
8/26/2026	Alameda HS	Angela Bach	\$	20.00
8/26/2026	Alameda HS	Angela Gormas	\$	20.00
8/26/2026	Alameda HS	Anna Chang	\$	20.00
8/26/2026	Alameda HS	Anne Garfinkle	\$	20.00
8/26/2026	Alameda HS	Anny Carson	\$	20.00
8/26/2026	Alameda HS	Anthony Young	\$	20.00
8/26/2026	Alameda HS	Antonia Hernandez	\$	20.00
8/26/2026	Alameda HS	Arnel San Juan	\$	20.00
8/26/2026	Alameda HS	Aylang Thay	\$	50.00
8/26/2026	Alameda HS	Benjamin Gee	\$	20.00
8/26/2026	Alameda HS	Brant Smith	\$	20.00
8/26/2026	Alameda HS	Brian Edwards	\$	20.00
8/26/2026	Alameda HS	Brooke Pilawa-Podgurski	\$	100.00
8/26/2026	Alameda HS	Catheryn Vital	\$	20.00
8/26/2026	Alameda HS	Charisma Serrano	\$	20.00
8/26/2026	Alameda HS	Che Cheng Lin	\$	40.00
8/26/2026	Alameda HS	Chris Hansen	\$	20.00
8/26/2026	Alameda HS	Christina Tuazon	\$	20.00
8/26/2026	Alameda HS	Christopher Gee	\$	50.00
8/26/2026	Alameda HS	Christopher Levesque	\$	20.00
8/26/2026	Alameda HS	Cindy Cheung	\$	20.00
8/26/2026	Alameda HS	Conrado Junsay	\$	20.00
8/26/2026	Alameda HS	Corinna Low	\$	20.00
8/26/2026	Alameda HS	Craig Smith	\$	60.00
8/26/2026	Alameda HS	CW Chin	\$	50.00
8/26/2026	Alameda HS	Dan Liao	\$	30.00
8/26/2026	Alameda HS	Dana Allison Schrieber	\$	20.00
8/26/2026	Alameda HS	Daniel Doolan	\$	30.00
8/26/2026	Alameda HS	Daniel Hurst	\$	50.00

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8/26/2026	Alameda HS	Danielle Takao	\$	25.00
8/26/2026	Alameda HS	David Hendee	\$	40.00
8/26/2026	Alameda HS	David Lloyd	\$	20.00
8/26/2026	Alameda HS	David Weber	\$	20.00
8/26/2026	Alameda HS	Deborah Heuerman	\$	20.00
8/26/2026	Alameda HS	Demetri Koplos-Villanueva	\$	20.00
8/26/2026	Alameda HS	Diana Dolan	\$	25.00
8/26/2026	Alameda HS	Dominic Bagaman	\$	20.00
8/26/2026	Alameda HS	Edwin Lee	\$	40.00
8/26/2026	Alameda HS	Eiric Skaaren	\$	20.00
8/26/2026	Alameda HS	Elena Pivovarova	\$	10.00
8/26/2026	Alameda HS	Elena Rivkin	\$	20.00
8/26/2026	Alameda HS	Emily Polk	\$	20.00
8/26/2026	Alameda HS	Emmy Aridito	\$	20.00
8/26/2026	Alameda HS	Eric Neumann	\$	20.00
8/26/2026	Alameda HS	Erin Colcord	\$	30.00
8/26/2026	Alameda HS	Erin Gardner	\$	20.00
8/26/2026	Alameda HS	Esperanza Mendez	\$	100.00
8/26/2026	Alameda HS	Estivaly Maldonado	\$	20.00
8/26/2026	Alameda HS	Faiza Flores	\$	20.00
8/26/2026	Alameda HS	G. Rome	\$	100.00
8/26/2026	Alameda HS	Gabriel Sibley	\$	20.00
8/26/2026	Alameda HS	Gary Chen	\$	25.00
8/26/2026	Alameda HS	Geoff McCalmont	\$	20.00
8/26/2026	Alameda HS	Gordon Lee	\$	20.00
8/26/2026	Alameda HS	Heather Cannella	\$	40.00
8/26/2026	Alameda HS	Heather Lambert	\$	100.00
8/26/2026	Alameda HS	Helena Chu	\$	75.00
8/26/2026	Alameda HS	Ixchel Glidden	\$	20.00
8/26/2026	Alameda HS	Jaein Yoon	\$	20.00
8/26/2026	Alameda HS	James Song	\$	20.00
8/26/2026	Alameda HS	Jannette Eng	\$	20.00
8/26/2026	Alameda HS	Jerrod Denham	\$	20.00
8/26/2026	Alameda HS	Jessica Phong	\$	20.00
8/26/2026	Alameda HS	Jessie Seyfer	\$	20.00
8/26/2026	Alameda HS	Jim Nguyen	\$	20.00
8/26/2026	Alameda HS	John Cho	\$	20.00
8/26/2026	Alameda HS	John Vuong Quoc Vu	\$	20.00
8/26/2026	Alameda HS	Jon Salmon	\$	25.00
8/26/2026	Alameda HS	Jonathan De La Cruz	\$	30.00
8/26/2026	Alameda HS	Jordan Geiman	\$	20.00
8/26/2026	Alameda HS	Joseph Finlaw Jr.	\$	20.00
8/26/2026	Alameda HS	Joseph Ursini	\$	25.00
8/26/2026	Alameda HS	Josh and Traci Price	\$	20.00
8/26/2026	Alameda HS	Joshua Lee	\$	40.00
8/26/2026	Alameda HS	Joy Bose	\$	50.00
8/26/2026	Alameda HS	Judi Lopez	\$	20.00
8/26/2026	Alameda HS	Julie Dulay	\$	20.00
8/26/2026	Alameda HS	Julie Robbins	\$	60.00

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8/26/2026	Alameda HS	Juliee Chai	\$	20.00
8/26/2026	Alameda HS	Jyothi Marbin	\$	20.00
8/26/2026	Alameda HS	Ka ManFok	\$	20.00
8/26/2026	Alameda HS	Kara McClymont	\$	20.00
8/26/2026	Alameda HS	Karena Breslin	\$	20.00
8/26/2026	Alameda HS	Katherine Esparrago	\$	20.00
8/26/2026	Alameda HS	Kelley Seltzer	\$	20.00
8/26/2026	Alameda HS	Kelvin Lam	\$	20.00
8/26/2026	Alameda HS	Kevin Mehlberg	\$	20.00
8/26/2026	Alameda HS	Kevin Nekimken	\$	40.00
8/26/2026	Alameda HS	Kimberly Foster	\$	20.00
8/26/2026	Alameda HS	Kulhaus LLC	\$	20.00
8/26/2026	Alameda HS	Kyunge Hong	\$	25.00
8/26/2026	Alameda HS	Lance Lum	\$	20.00
8/26/2026	Alameda HS	Larry Joe	\$	20.00
8/26/2026	Alameda HS	Laura Miles	\$	100.00
8/26/2026	Alameda HS	Leslie Gallagher	\$	100.00
8/26/2026	Alameda HS	Lihong Li	\$	25.00
8/26/2026	Alameda HS	Lilin Liang	\$	20.00
8/26/2026	Alameda HS	Linda Chu	\$	20.00
8/26/2026	Alameda HS	Lisa Bryant	\$	50.00
8/26/2026	Alameda HS	Lisa Freccero	\$	20.00
8/26/2026	Alameda HS	Lisa Sciandra	\$	40.00
8/26/2026	Alameda HS	Luis Victorio	\$	20.00
8/26/2026	Alameda HS	Lupe Garcia	\$	40.00
8/26/2026	Alameda HS	Luya Liu	\$	20.00
8/26/2026	Alameda HS	Margaret Frantz	\$	40.00
8/26/2026	Alameda HS	Mari Sunderland	\$	20.00
8/26/2026	Alameda HS	Maria Pham	\$	20.00
8/26/2026	Alameda HS	Maria Torres	\$	20.00
8/26/2026	Alameda HS	Mary Fisher Mack	\$	50.00
8/26/2026	Alameda HS	Mary Woo	\$	20.00
8/26/2026	Alameda HS	Matthew Gonzalez	\$	20.00
8/26/2026	Alameda HS	Matthew Smith	\$	50.00
8/26/2026	Alameda HS	Matthew Spiel	\$	20.00
8/26/2026	Alameda HS	Maximiliano Mendezmejia	\$	20.00
8/26/2026	Alameda HS	Megan Clinton	\$	20.00
8/26/2026	Alameda HS	Megan Denhardt	\$	40.00
8/26/2026	Alameda HS	Meiting Huang	\$	100.00
8/26/2026	Alameda HS	Melanie Klemm	\$	20.00
8/26/2026	Alameda HS	Melissa Anderson	\$	40.00
8/26/2026	Alameda HS	Melissa Linzer	\$	20.00
8/26/2026	Alameda HS	Michael Berke	\$	20.00
8/26/2026	Alameda HS	Michael Flowers	\$	20.00
8/26/2026	Alameda HS	Michelle Berkovich	\$	20.00
8/26/2026	Alameda HS	Michelle Coffey	\$	20.00
8/26/2026	Alameda HS	Michelle Fujita	\$	20.00
8/26/2026	Alameda HS	Michelle Lau-Seim	\$	20.00
8/26/2026	Alameda HS	Monica Rosado	\$	20.00

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8/26/2026	Alameda HS	NeedMyTranscript	\$	5.00
8/26/2026	Alameda HS	Patrick Hall	\$	40.00
8/26/2026	Alameda HS	Patrick Wong	\$	20.00
8/26/2026	Alameda HS	Paul Liu	\$	20.00
8/26/2026	Alameda HS	Peter Larsen	\$	20.00
8/26/2026	Alameda HS	Philip Weyman	\$	20.00
8/26/2026	Alameda HS	Phoebe Grow	\$	40.00
8/26/2026	Alameda HS	Phong Binh Trieu	\$	20.00
8/26/2026	Alameda HS	Robinson-Macarai	\$	20.00
8/26/2026	Alameda HS	Ronald Karpowicz	\$	20.00
8/26/2026	Alameda HS	Rowena Manlapaz	\$	25.00
8/26/2026	Alameda HS	Ryan Matthew Hart	\$	20.00
8/26/2026	Alameda HS	Ryan Morris	\$	20.00
8/26/2026	Alameda HS	Samuel Verdickt	\$	50.00
8/26/2026	Alameda HS	Scott Larsen	\$	20.00
8/26/2026	Alameda HS	Scott Patterson	\$	40.00
8/26/2026	Alameda HS	Sean Bertain	\$	50.00
8/26/2026	Alameda HS	Sean Keelan	\$	20.00
8/26/2026	Alameda HS	Shannon Yuen	\$	20.00
8/26/2026	Alameda HS	Sherry Perez	\$	40.00
8/26/2026	Alameda HS	Shu Li	\$	20.00
8/26/2026	Alameda HS	Shufei Lei	\$	20.00
8/26/2026	Alameda HS	Shuxin Zhong	\$	20.00
8/26/2026	Alameda HS	Siang Sin Goh	\$	20.00
8/26/2026	Alameda HS	Sokhak Chhua	\$	20.00
8/26/2026	Alameda HS	Stacey Schriefer	\$	20.00
8/26/2026	Alameda HS	Stella Wong	\$	20.00
8/26/2026	Alameda HS	Stephanie Matula	\$	20.00
8/26/2026	Alameda HS	Stephanie Piper	\$	40.00
8/26/2026	Alameda HS	Stephanie Yin Chen	\$	20.00
8/26/2026	Alameda HS	Summer Donaghe	\$	20.00
8/26/2026	Alameda HS	Susan Lindtner	\$	50.00
8/26/2026	Alameda HS	Susanne Millman	\$	20.00
8/26/2026	Alameda HS	Suzanne Warner	\$	20.00
8/26/2026	Alameda HS	Sylvie Hemberger	\$	20.00
8/26/2026	Alameda HS	Thanhnhua Vu	\$	50.00
8/26/2026	Alameda HS	The Brian and Jeannie Lau Living Trust	\$	100.00
8/26/2026	Alameda HS	The Gille Family Trust	\$	100.00
8/26/2026	Alameda HS	The Menze Living Trust	\$	20.00
8/26/2026	Alameda HS	Tom Haines	\$	20.00
8/26/2026	Alameda HS	Valerie Kuki	\$	100.00
8/26/2026	Alameda HS	Van Lieshout Family	\$	20.00
8/26/2026	Alameda HS	Van-Khanh Nguyen	\$	20.00
8/26/2026	Alameda HS	Villamil Living Trust	\$	30.00
8/26/2026	Alameda HS	Vivien Ma	\$	50.00
8/26/2026	Alameda HS	William Goh	\$	20.00
8/26/2026	Alameda HS	William McCants	\$	125.00
8/26/2026	Alameda HS	William Tran	\$	40.00
8/26/2026	Alameda HS	William Wood, MD	\$	20.00

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8/26/2026	Alameda HS	Yarmela Pavlovic	\$	40.00	
8/26/2026	Alameda HS	Yoon Lee	\$	20.00	
8/26/2026	Alameda HS	Yun Suk Jung	\$	20.00	
8/26/2026	Alameda HS	Zoljargal Davaa	\$	20.00	
8/26/2026	Alameda HS	Zoltan Dezso	\$	20.00	
8/26/2026	Alameda HS	Alexis Krieg	\$	27.00	
8/27/2026	Alameda HS	Elizabeth Wong	\$	108.00	
8/27/2026	Alameda HS	Nathaniel Fennell	\$	20.00	
8/27/2026	Alameda HS	Nicki Brito	\$	40.00	
8/28/2026	Alameda HS	Rowena Manlapaz	\$	50.00	
				<u>\$</u>	<u>9,752.00</u>
8/25/2026	ASTI	Anders Hansson	\$	500.00	
8/26/2026	ASTI	Meifu Wang	\$	200.00	
8/27/2026	ASTI	Gabriel Friedmann	\$	300.00	
8/29/2026	ASTI	Joann Ma	\$	400.00	
8/29/2026	ASTI	Dana Herrera	\$	25.00	
				<u>\$</u>	<u>1,425.00</u>
8/20/2026	Encinal Jr-Sr HS	Cristin Sullivan	\$	20.00	
				<u>\$</u>	<u>20.00</u>
8/20/2026	Lincoln MS	Melissa Hynes	\$	52.50	
8/21/2026	Lincoln MS	Jason Taylor	\$	225.00	
8/24/2026	Lincoln MS	Joanna Borek-Clement	\$	72.00	
8/24/2026	Lincoln MS	Meg Keaney	\$	36.00	
8/24/2026	Lincoln MS	Merek Siu	\$	22.00	
8/25/2026	Lincoln MS	Alisa Amaral	\$	11.00	
8/25/2026	Lincoln MS	Monique Lane	\$	11.00	
8/25/2026	Lincoln MS	Elena Eberhard	\$	11.00	
8/25/2026	Lincoln MS	Huanting Mai	\$	25.00	
8/25/2026	Lincoln MS	Meryl Lemke	\$	11.00	
8/25/2026	Lincoln MS	Olya Singer	\$	11.00	
8/25/2026	Lincoln MS	Colleen Paltrineri	\$	11.00	
8/25/2026	Lincoln MS	Steve Jang	\$	11.00	
8/25/2026	Lincoln MS	Kathy Williamson	\$	11.00	
8/25/2026	Lincoln MS	Ine Leus	\$	11.00	
8/25/2026	Lincoln MS	Ekin Alakent	\$	11.00	
8/25/2026	Lincoln MS	Kelly Lara	\$	22.00	
8/25/2026	Lincoln MS	Rebecca Marcheschi	\$	11.00	
8/25/2026	Lincoln MS	Jeff Paterson	\$	11.00	
8/25/2026	Lincoln MS	Charlotte Perrin	\$	11.00	
8/25/2026	Lincoln MS	Edward Hom	\$	11.00	
8/25/2026	Lincoln MS	John Kim	\$	11.00	
8/25/2026	Lincoln MS	Blake McKinney	\$	11.00	
8/25/2026	Lincoln MS	Anne Gattenby	\$	11.00	
8/25/2026	Lincoln MS	Mark Shupe	\$	11.00	
8/25/2026	Lincoln MS	Lisa Bryant	\$	11.00	
8/25/2026	Lincoln MS	Yarmela Pavlovic	\$	11.00	
8/25/2026	Lincoln MS	Tiffany Ashbaker	\$	11.00	
8/25/2026	Lincoln MS	Jordan Geiman	\$	11.00	
8/25/2026	Lincoln MS	Yvonne Ho-Massey	\$	11.00	

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8/25/2026	Lincoln MS	Julia Textor	\$	11.00
8/25/2026	Lincoln MS	Alison Speckels	\$	11.00
8/25/2026	Lincoln MS	Robyn Edington	\$	11.00
8/25/2026	Lincoln MS	Lidia Birukova	\$	11.00
8/25/2026	Lincoln MS	Mike Kuhlmann	\$	11.00
8/25/2026	Lincoln MS	Samuel McClymon	\$	22.00
8/25/2026	Lincoln MS	Chris Brent	\$	11.00
8/25/2026	Lincoln MS	Evan Schwimmer	\$	11.00
8/25/2026	Lincoln MS	Mark Cline	\$	11.00
8/25/2026	Lincoln MS	Thao Tran	\$	11.00
8/25/2026	Lincoln MS	Mira Lowy	\$	11.00
8/25/2026	Lincoln MS	Michael O'Dell	\$	11.00
8/25/2026	Lincoln MS	Dipankar Ghosh	\$	22.00
8/25/2026	Lincoln MS	Christopher Carling	\$	11.00
8/25/2026	Lincoln MS	Arian Salehi	\$	11.00
8/25/2026	Lincoln MS	Erin Barham	\$	11.00
8/25/2026	Lincoln MS	Nathan Blesse	\$	11.00
8/25/2026	Lincoln MS	Jason Chin	\$	25.00
8/25/2026	Lincoln MS	Elizabeth Doidge	\$	25.00
8/25/2026	Lincoln MS	Stacey Johnston	\$	25.00
8/25/2026	Lincoln MS	Clara Shan	\$	52.50
8/25/2026	Lincoln MS	Kuanshen An	\$	11.00
8/25/2026	Lincoln MS	Steve Jang	\$	58.50
8/25/2026	Lincoln MS	Megan Tingle	\$	11.00
8/25/2026	Lincoln MS	Liliana Volkart	\$	58.50
8/25/2026	Lincoln MS	Andy Fang	\$	36.00
8/25/2026	Lincoln MS	Samantha Iyer	\$	11.00
8/25/2026	Lincoln MS	Hao Wang	\$	11.00
8/25/2026	Lincoln MS	Dhilan Gerke	\$	11.00
8/25/2026	Lincoln MS	Julia Backs	\$	27.50
8/25/2026	Lincoln MS	Shulin Lin	\$	36.00
8/25/2026	Lincoln MS	Jana Willcock	\$	11.00
8/25/2026	Lincoln MS	Zoey Guffain	\$	25.00
8/25/2026	Lincoln MS	Rana Cattaneo	\$	22.00
8/25/2026	Lincoln MS	Rudiger Becker	\$	11.00
8/25/2026	Lincoln MS	Janice Mapa	\$	22.00
8/25/2026	Lincoln MS	Matthew Wheeland	\$	22.00
8/25/2026	Lincoln MS	Chrystie Stauder	\$	25.00
8/25/2026	Lincoln MS	David Lynch	\$	11.00
8/25/2026	Lincoln MS	Hazel Tag-At	\$	252.50
8/25/2026	Lincoln MS	Chenyu Wang	\$	11.00
8/25/2026	Lincoln MS	Jiaqi Chen	\$	105.00
8/25/2026	Lincoln MS	Janel Dominguez	\$	25.00
8/25/2026	Lincoln MS	Chrystie Stauder	\$	11.00
8/25/2026	Lincoln MS	Van Ly	\$	22.00
8/25/2026	Lincoln MS	Anne Gattenby	\$	52.50
8/25/2026	Lincoln MS	YenLinh Bui	\$	36.00
8/25/2026	Lincoln MS	Juan Pumarino	\$	11.00
8/25/2026	Lincoln MS	Madeline Howard	\$	11.00

**2026-2027
Summary Site Donations**

August 31, 2026 - September 11, 2026

8/25/2026	Lincoln MS	Chris Ebel	\$	11.00
8/25/2026	Lincoln MS	Chris Yuen	\$	11.00
8/25/2026	Lincoln MS	Meen Ju	\$	11.00
8/25/2026	Lincoln MS	Vi Peralta	\$	63.50
8/25/2026	Lincoln MS	Inna Zgerya	\$	11.00
8/25/2026	Lincoln MS	Carmella Jesuitas	\$	52.50
8/25/2026	Lincoln MS	Helen Liu	\$	11.00
8/25/2026	Lincoln MS	Tiffany Chin	\$	36.00
8/25/2026	Lincoln MS	Jessica Sims	\$	11.00
8/25/2026	Lincoln MS	Reyna Stefani	\$	52.50
8/26/2026	Lincoln MS	Arelis Rivera-Burgos	\$	25.00
8/26/2026	Lincoln MS	Karen Ishimaru	\$	11.00
8/26/2026	Lincoln MS	Si Liang	\$	52.50
8/26/2026	Lincoln MS	Brandon Young	\$	25.00
8/26/2026	Lincoln MS	Carmen Henrikson	\$	11.00
8/26/2026	Lincoln MS	Leslie Duggan	\$	52.50
8/26/2026	Lincoln MS	Rana Cattaneo	\$	25.00
8/26/2026	Lincoln MS	Mas, Ariadna Olive	\$	52.50
8/26/2026	Lincoln MS	Jeff Sherratt	\$	25.00
8/26/2026	Lincoln MS	Lillian Oglesby	\$	52.50
8/26/2026	Lincoln MS	IaSee Her	\$	36.00
8/26/2026	Lincoln MS	Charlise Tiee	\$	11.00
8/26/2026	Lincoln MS	Charlene Garcia	\$	72.00
8/26/2026	Lincoln MS	Ada Cheung	\$	11.00
8/26/2026	Lincoln MS	Jayme Crowley	\$	11.00
8/26/2026	Lincoln MS	Aarken Narayan	\$	25.00
8/26/2026	Lincoln MS	Doan Chau	\$	52.50
8/26/2026	Lincoln MS	Jeffrey Youngman	\$	25.00
8/26/2026	Lincoln MS	Noel Seibert	\$	105.00
8/26/2026	Lincoln MS	Aarthi Muthuraj	\$	25.00
8/26/2026	Lincoln MS	Suzy Winfield	\$	58.50
8/26/2026	Lincoln MS	Van Do	\$	25.00
8/26/2026	Lincoln MS	Elizabeth Doidge	\$	25.00
8/26/2026	Lincoln MS	Matthew Wong	\$	22.00
8/26/2026	Lincoln MS	AJ Zhang	\$	25.00
8/26/2026	Lincoln MS	Michelle Lim	\$	11.00
8/26/2026	Lincoln MS	Sharon Xie	\$	11.00
8/26/2026	Lincoln MS	Sue Myagmar	\$	52.50
8/26/2026	Lincoln MS	Khloe-marie Dichoso	\$	11.00
8/26/2026	Lincoln MS	Wong, Elizabeth Tra	\$	58.50
8/26/2026	Lincoln MS	Paolo Cruz	\$	25.00
8/26/2026	Lincoln MS	Maya Naylor	\$	25.00
8/26/2026	Lincoln MS	Diana Day	\$	52.50
8/26/2026	Lincoln MS	Selamawit Mohammed	\$	25.00
8/26/2026	Lincoln MS	James Lee	\$	11.00
8/26/2026	Lincoln MS	Khloe-marie Dichoso	\$	25.00
8/26/2026	Lincoln MS	Erik Cooper	\$	61.00
8/26/2026	Lincoln MS	Kelsey Merl	\$	25.00
8/26/2026	Lincoln MS	Libby Roin	\$	25.00

2026-2027
Summary Site Donations

August 31, 2026 - September 11, 2026

8/26/2026	Lincoln MS	Sean Barrow	\$	25.00
8/26/2026	Lincoln MS	Jennifer Lucky	\$	52.50
8/26/2026	Lincoln MS	Emily Breunig	\$	52.50
8/26/2026	Lincoln MS	Monique Mehta	\$	25.00
8/26/2026	Lincoln MS	Avery Harper	\$	11.00
8/26/2026	Lincoln MS	Leah Onori	\$	52.50
8/26/2026	Lincoln MS	Xiya Fu	\$	25.00
8/26/2026	Lincoln MS	James Weigand	\$	11.00
8/26/2026	Lincoln MS	Anna Leah Ah	\$	11.00
8/27/2026	Lincoln MS	Dung Nguyen	\$	11.00
8/27/2026	Lincoln MS	Ginger Dole	\$	11.00
8/27/2026	Lincoln MS	Paola Proietti	\$	52.50
8/27/2026	Lincoln MS	Maya Muranaka	\$	27.50
8/27/2026	Lincoln MS	Andrew Brooks	\$	25.00
8/27/2026	Lincoln MS	Ryan Bremer	\$	52.50
8/27/2026	Lincoln MS	W Dieu	\$	61.00
8/27/2026	Lincoln MS	Cathryn Heilig	\$	11.00
8/27/2026	Lincoln MS	Emily O'Donohoe	\$	52.50
8/27/2026	Lincoln MS	Lawrence Neukom	\$	11.00
8/27/2026	Lincoln MS	Tara Clancy	\$	52.50
8/27/2026	Lincoln MS	Francesca Puccini	\$	25.00
8/27/2026	Lincoln MS	Wai Yee	\$	25.00
8/27/2026	Lincoln MS	Catlin Bauby	\$	25.00
8/27/2026	Lincoln MS	Wong, Elizabeth Tra	\$	11.00
8/27/2026	Lincoln MS	Iris Elton	\$	205.00
8/27/2026	Lincoln MS	Jegan Anandasakaran	\$	31.00
8/27/2026	Lincoln MS	Jesse Newmark	\$	25.00
8/27/2026	Lincoln MS	Tuvshin Phillipsen	\$	11.00
8/27/2026	Lincoln MS	Mary Matella	\$	25.00
8/27/2026	Lincoln MS	Mike McClurg	\$	74.50
8/27/2026	Lincoln MS	Harprit Sidhu	\$	25.00
8/27/2026	Lincoln MS	Serena Hom	\$	36.00
8/27/2026	Lincoln MS	Lan Fullerton	\$	52.50
8/27/2026	Lincoln MS	Megan Hartman	\$	25.00
8/27/2026	Lincoln MS	Megan Hartman	\$	27.50
8/27/2026	Lincoln MS	Audrey Wong Lau	\$	36.00
8/27/2026	Lincoln MS	Cathryn Heilig	\$	52.50
8/27/2026	Lincoln MS	Sherry Bastani	\$	52.50
8/27/2026	Lincoln MS	Melissa Martin	\$	52.50
8/27/2026	Lincoln MS	Felix Cheung	\$	52.40
8/27/2026	Lincoln MS	Nicki Brito	\$	22.00
8/27/2026	Lincoln MS	Wai Sum Yeung	\$	11.00
8/28/2026	Lincoln MS	David Tsang	\$	11.00
8/28/2026	Lincoln MS	Jayson Fagar	\$	25.00
8/28/2026	Lincoln MS	Pamela Pugh	\$	58.50
8/28/2026	Lincoln MS	Alex Reinwald	\$	52.50
8/28/2026	Lincoln MS	Bayana Go	\$	25.00
8/28/2026	Lincoln MS	Yang Shi	\$	52.50
8/28/2026	Lincoln MS	Megan Wall Shui	\$	77.50

2026-2027
Summary Site Donations
August 31, 2026 - September 11, 2026

8/28/2026	Lincoln MS	Lan Luu	\$	25.00
8/28/2026	Lincoln MS	Adrian Smith	\$	11.00
8/28/2026	Lincoln MS	Amy Kane	\$	50.00
8/28/2026	Lincoln MS	David Brennan	\$	63.50
8/28/2026	Lincoln MS	Sofia Gurevic	\$	25.00
8/28/2026	Lincoln MS	Allison Ton	\$	50.00
8/28/2026	Lincoln MS	Lea Glick	\$	25.00
8/28/2026	Lincoln MS	Edmund Lam	\$	36.00
8/28/2026	Lincoln MS	Kat Smith	\$	52.50
8/28/2026	Lincoln MS	Rachel Lee	\$	52.50
8/28/2026	Lincoln MS	Everett Kotler	\$	25.00
8/28/2026	Lincoln MS	Emily Price	\$	52.50
8/28/2026	Lincoln MS	Heidi Martinez	\$	52.50
8/28/2026	Lincoln MS	Michelle Hernandez	\$	52.50
8/28/2026	Lincoln MS	Kevin Lee	\$	25.00
8/28/2026	Lincoln MS	Melissa Oliver	\$	25.00
8/28/2026	Lincoln MS	Christoph Caominh	\$	52.50
8/29/2026	Lincoln MS	Ann Ng	\$	52.50
8/29/2026	Lincoln MS	Kate Heeringa	\$	58.50
8/29/2026	Lincoln MS	Danitt Mooningham	\$	25.00
8/29/2026	Lincoln MS	Shannel Yi	\$	63.50
8/29/2026	Lincoln MS	Mythily Sivarajah	\$	72.00
8/29/2026	Lincoln MS	Eric Case	\$	25.00
8/29/2026	Lincoln MS	Eric Case	\$	27.50
8/29/2026	Lincoln MS	Adam Kuthe	\$	25.00
8/29/2026	Lincoln MS	Sadiya Kazi-Koya	\$	25.00
8/29/2026	Lincoln MS	Rosemary Chao	\$	52.50
8/29/2026	Lincoln MS	Stephanie Stern	\$	52.50
8/29/2026	Lincoln MS	Desiree Howard-Ruiz	\$	127.00
8/29/2026	Lincoln MS	Fernanda Houlihan	\$	80.00
8/29/2026	Lincoln MS	Amber Spiel	\$	52.50
8/29/2026	Lincoln MS	Betsy Frederick-Rothwell	\$	63.50
8/29/2026	Lincoln MS	Kate Norton	\$	11.00
8/29/2026	Lincoln MS	Erin Pace	\$	52.50
8/29/2026	Lincoln MS	Ana Papageorgiou	\$	52.50
8/29/2026	Lincoln MS	William Hastings	\$	52.50
8/29/2026	Lincoln MS	Grace Li	\$	52.50
8/29/2026	Lincoln MS	Yu-Li Liao	\$	105.00
8/29/2026	Lincoln MS	Katheryn Bautista	\$	25.00
8/29/2026	Lincoln MS	Maly Phan Le	\$	27.50
8/29/2026	Lincoln MS	Naomi Berghoef	\$	25.00
8/29/2026	Lincoln MS	Erin Kurtz	\$	47.00
8/29/2026	Lincoln MS	Anjelle Louie-Skates	\$	52.50
8/29/2026	Lincoln MS	Lidia Birukova	\$	25.00
8/29/2026	Lincoln MS	Natalia Johnson	\$	25.00
8/29/2026	Lincoln MS	Hai Vu	\$	52.50
8/29/2026	Lincoln MS	Rachel DaCosta	\$	25.00
8/30/2026	Lincoln MS	Anil Punjabi	\$	25.00
8/30/2026	Lincoln MS	Kyle O'Neill	\$	52.50

2026-2027
Summary Site Donations

August 31, 2026 - September 11, 2026

8/30/2026	Lincoln MS	Hanqing Liu	\$	52.50	
8/30/2026	Lincoln MS	Julie Pond	\$	11.00	
8/30/2026	Lincoln MS	Marzi West	\$	52.50	
8/30/2026	Lincoln MS	Lacey Bangle	\$	52.50	
8/30/2026	Lincoln MS	Clare Moynihan	\$	52.50	
8/30/2026	Lincoln MS	Ilya Shereshevsky	\$	25.00	
8/30/2026	Lincoln MS	Damien Alcor	\$	25.00	
8/30/2026	Lincoln MS	Jessica Liu	\$	27.50	
8/30/2026	Lincoln MS	Carl Valencia	\$	25.00	
8/30/2026	Lincoln MS	Charlene Ferguson	\$	105.00	
8/30/2026	Lincoln MS	Anthony Lau	\$	63.50	
8/30/2026	Lincoln MS	Kasturi Maitra	\$	52.50	
				<u>\$</u>	<u>8,118.90</u>
8/23/2026	Maya Lin	Kelsey Sivick	\$	315.00	
				<u>\$</u>	<u>315.00</u>
9/1/2026	MOF	ALCO Iron & Metal	\$	480.00	
				<u>\$</u>	<u>480.00</u>
9/1/2026	SPED	Linda Morrison	\$	200.00	
				<u>\$</u>	<u>200.00</u>
					<u><u>\$</u></u>
					<u><u>20,310.90</u></u>

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) Contract for Repairs, Maintenance, or Small Construction between AUSD and Courtney, Inc. for a total price not to exceed \$40,000.00.
2. (Fund 01) Professional Services Agreement between AUSD and Fresno County Superintendent of Schools for resources totaling \$26,456.00 and optional professional development not to exceed \$1,500.00.
3. (Fund 13) Amendment No.1 to Delivery Services Agreement between AUSD and Island Pizza, Inc. dba Domino's Pizza for a term extension to 10/13/2026 and an increase of \$55,000.00 for an amended total of \$245,949.50.
4. (Fund 01, Resource 6300) Amendment No. 1 to Multi Year Commitment Agreement between AUSD and Kendall Hunt Publishing Company for an increase of \$669.20 and an amended total of \$264,325.10.
5. (Fund 01) Software Services Agreement between AUSD and Keep IT Simple for a total cost of \$99,255.00.
6. (Fund 01, Resource 9019) Professional Services Agreement between AUSD and The Center For Culturally Responsive Teaching and Learning for a total not to exceed \$40,000.00.
7. (Fund 01, Resource 8150) Professional Services Agreement between AUSD and B/T Specialties, Inc. dba JD Specialties for a flat fee not to exceed \$25,061.00.
8. (Fund 01, Resource 2600) Amendment No. 1 to Professional Services Agreement between AUSD and Ignite Reading for an increase of \$25,000.00 and an amended total of \$296,000.00.
9. (Fund 01) Amendment No. 1 to Professional Services Agreement between AUSD and Alameda County Industries for a decrease of \$3,736.68 and an amended total of \$318,755.16.
10. (Fund 13) Assignment of USDA Foods Agreement between AUSD and Super Co-Op Joint Powers Authority.

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
☐ Courtney, Inc.	9/16/2026	Backup Material
☐ Fresno County Superintendent of Schools	9/16/2026	Backup Material
☐ Domino's Pizza	9/16/2026	Backup Material
☐ Kendall Hunt Publishing	9/16/2026	Backup Material
☐ Keep IT Simple	9/16/2026	Backup Material
☐ The Center for Culturally Responsive Teaching & Learning	9/16/2026	Backup Material
☐ JD Specialties	9/16/2026	Backup Material
☐ Ignite Reading	9/16/2026	Backup Material
☐ Alameda County Industries	9/18/2026	Backup Material
☐ Super Co-Op	9/18/2026	Backup Material

AMENDMENT NO. 1 to Delivery Service Agreement
Dated October 1, 2025

This Amendment is entered into on September 22, 2026, between the Alameda Unified School District (District) and Island Pizza, Inc., dba Domino's Pizza (CONTRACTOR). District awarded a Delivery Services Agreement to CONTRACTOR for weekly pizza deliveries, and the parties agree to amend that Agreement as follows:

1. Services

Increase in orders for August and September due to demand; and term extension from end date of September 30, 2026 to October 13, 2026.

2. Compensation

Original Agreement: \$189,949.50

Amendment No. 1: \$55,000.00

Amended Agreement: \$245,949.50

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: _____

Name: Ryan LaLonde

Title: Board President

"CONTRACTOR"

By:  _____

Name: Dan Brumleve

Title: Franchisee

Amendment No.1 to Multi-Year Commitment Agreement

This Amendment, to the Multi-Year Commitment Agreement dated May 26, 2026, is made effective this September 22, 2026, by and between Kendall Hunt Publishing Company, hereafter referred to as "Provider", and Alameda Unified School District, , hereafter referred to "District".

This Amendment is required to increase Year One's material count as follows:

Description	ISBN	Price	Qty	Amount
BSCS Biology: Understanding For Life				
Student Print Text + 6 Year Online License	9781792493409	\$119.00	5	\$ 595.00
**Kit prices subject to change		SUB TOTAL		\$ 595.00
				\$ 95.20
				\$ 74.20
				\$ 669.20

Original Agreement (including PD separately contracted): \$263,655.90

Amendment No. 1: \$669.20

Amended Agreement Total: \$264,325.10

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:

Alameda Unified School District

By:

Name:

Title:

Kendall Hunt Publishing Company

By:

Name:

Title:



Donald Burks

K-12 Sales Manager

Keep IT Simple

43160 Osgood Rd.
Fremont, CA 94539
United States

T: (510) 403-7500

E: ContactUs@kiscc.com



Keep IT Simple

Keep IT Simple Since 1988

www.kiscc.com

Prepared for:

Alameda Unified School District

Robyn Odell
IT Director
2060 Challenger Drive
Alameda, CA 94501
United States

T: (510) 377-7182

E: rodell@alamedaunified.org

Quote Information:

Barracuda Premium Plus - 1 Year

Quote #000103

Version: 1

Delivery Date: 08/13/2026

Expiration Date: 09/12/2026

Payment Terms: Net 30

CONFIDENTIAL & PROPRIETARY INFORMATION

This quotation and any associated scope of work, system design, bill of materials, or recommendations remain the intellectual property of Keep IT Simple (K.I.S.) unless and until a purchase agreement is executed. These materials may not be used for installation, procurement, or implementation by others without written authorization.

Keep IT Simple

43160 Osgood Rd.
Fremont, CA 94539
United States



Software

Product Details	Start Date	End Date	Qty	Price	Ext. Price
Barracuda Cloud Account			1	\$0.00	\$0.00
SN# 1227414					
Email Protection, Premium Plus, Education, per User, 1 Year	10/7/2026	10/6/2027	1300	\$68.70	\$89,310.00
SN# 1227414					
7-Oct-2026 - 1-Oct-2027					
Email Protection, Premium Plus, Education Student, per User, 1 Year	10/7/2026	10/6/2027	8750	\$0.00	\$0.00
Data Protection, Entra ID Backup, Education, per User, 1 Year	10/7/2026	10/6/2027	1300	\$0.00	\$0.00
SN# 1227414					
7-Oct-2026 - 1-Oct-2027					
Data Protection, Entra ID Backup, Education Student, per User, 1 Year	10/7/2026	10/6/2027	8750	\$0.00	\$0.00
SN# 1227414					
7-Oct-2026 - 1-Oct-2027					
Data Protection, Entra ID Backup Premium, Education, per User, 1 Year	10/1/2026	10/6/2027	1300	\$7.65	\$9,945.00
SN# 1227414					
7-Oct-2026 - 1-Oct-2027					

Subtotal: **\$99,255.00**

Keep IT Simple

43160 Osgood Rd.
Fremont, CA 94539
United States



Barracuda Premium Plus - 1 Year

Prepared by:

Keep IT Simple

Matt Eickmann
Enterprise Account Manager
(510) 403-7561
matt@kiscc.com

Prepared for:

Alameda Unified School District

2060 Challenger Drive
Alameda, CA 94501
Robyn Odell
IT Director
(510) 377-7182
rodell@alamedaunified.org

Quote Information:

Quote #: 000103

Version: 1
Delivery Date: 08/13/2026
Expiration Date: 09/12/2026
Payment Terms: Net 30

Quote Summary

Description	Amount
Software	\$99,255.00
Total:	\$99,255.00

Keep IT Simple

43160 Osgood Rd.
Fremont, CA 94539
United States



Terms and Conditions

A convenience fee of three percent (3.0%) will be applied to credit card purchases.

Unless otherwise stated on the invoice, payment terms are thirty (30) days net from the date of invoice. If Buyer fails to pay in accordance with these terms, KIS, at its option, may charge Buyer, and Buyer shall pay KIS (in addition to the price), a delinquent administrative service charge on the unpaid amount at the rate of one and a half percent (1.5%) per month (or such lower rate as may be the maximum allowable by law) from any such date until the date of payment. Should the Buyer become delinquent in the payment of any sum due to KIS, KIS shall not be obligated to continue performance under any agreement with Buyer. In the event of default, collection costs and attorney fees may apply.

Acceptance of Terms & Conditions: By signing this quote, Recipient agrees that all shipments and deliverables must be inspected upon receipt. Any claims for damages, shortages, or service discrepancies must be reported in writing within 14 days of delivery. Unreported items will be deemed accepted. Pricing and availability are subject to change due to supplier increases or market conditions, and this quotation reflects information available at the time of preparation. Any items not specifically mentioned are excluded, and all additional work resulting from unforeseen circumstances or customer-requested changes will be performed only through a written change order. Please note that all work not explicitly listed requires a change order. Keep IT Simple (K.I.S.) is not liable for delays or non-performance caused by factors beyond its control, including supply chain disruptions or acts of God. Furthermore, KIS's payment terms permit it to suspend performance of its obligations, without liability, until all overdue amounts are paid in full; such suspension may include any and all support, maintenance, or other service obligations related to the overdue amounts, and this provision serves as prior written notice of KIS's intent to exercise these rights.

Keep IT Simple

Alameda Unified School District

Signature:

A handwritten signature in black ink, appearing to read "Matt Eickmann", written over a horizontal line.

Name:

Matt Eickmann

Title:

Enterprise Account Manager

Date:

08/13/2026

Signature:

A handwritten signature in black ink, appearing to read "Shariq Khan", written over a horizontal line.

Shariq Khan (09/15/2026 13:48:39 PDT)

Name:

Shariq Khan

Title:

Asst. Sup. - Business Services

Date:

09/15/2026

LEGAL TERMS AND CONDITIONS

These Legal Terms and Conditions (“**Agreement**”) are a legal agreement between you on behalf of a legal entity (“**Customer**”), and Barracuda Networks, Inc. (“**Barracuda**”), and apply to your purchase and use of Barracuda Products, regardless of source. If you do not agree to the foregoing, you must discontinue the installation or use of the Products. Otherwise, upon acceptance of a Quote to purchase Products, or upon use of Free Products (“**Effective Date**”), you: (a) represent and warrant that you are authorized to bind the Customer; and (b) agree to be bound by this Agreement. If Customer has a separate, signed agreement with Barracuda that governs the acquisition and use of Products, then that document will apply instead of this Agreement.

1. Definitions.

- 1.1. “**Customer Data**” means all data, including text, sound, video, or image files, and software, that Customer provides to Barracuda, or that is provided on Customer’s behalf so that Barracuda can provide the Products in accordance with this Agreement. Customer Data may include Customer Personal Data but does not include Systems Data.
- 1.2. “**Customer Personal Data**” has the meaning stated in the Data Processing Addendum.
- 1.3. “**Delivery**” with respect to Software and Hosted Services means when the Software or Hosted Service is made available by Barracuda. Barracuda may provide Software to Customer via electronic download or other method. With respect to Hardware, Delivery means date of shipment from Barracuda’s designated shipping location.
- 1.4. “**Feedback**” refers to any suggestion or idea for products or for modifying any existing Products, including, without limitation, all Intellectual Property Rights in and to any such suggestion or idea.
- 1.5. “**Hardware**” means a physical appliance provided by Barracuda.
- 1.6. “**Hosted Service**” means a software-as-a-service (SaaS) service provided by Barracuda and hosted on a third-party hosting platform.
- 1.7. “**Intellectual Property**” means rights under copyright, trademark, patent, trade secrets, moral rights, right of publicity, authors’ rights, and all other intellectual property rights that may exist now and come into existence during the term of this Agreement and all renewals and extensions thereof, regardless of whether such rights arise under United States laws or any other jurisdiction.
- 1.8. “**Order**” means a written purchase order or similar ordering document, signed or submitted to Barracuda under which the Products are provided for Customer’s use.
- 1.9. “**Personal Data**” has the meaning stated in the Barracuda Privacy Notice.
- 1.10. “**Product**” means, collectively, Hardware, Software, Hosted Services and any combination thereof.
- 1.11. “**Product Guide**” means the website at <https://trust.barracuda.com/legal/product-guide> or any successor website at which Barracuda publishes product descriptions and service descriptions.
- 1.12. “**Quote**” means a written quotation document provided by Barracuda or an authorized reseller to Customer to acquire Products.
- 1.13. “**Services**” means, collectively, Professional Services and Technical Support.
- 1.14. “**Software**” is as defined in the Software Use and Restrictions Agreement located at https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Software_Use_and_Restrictions_Agreement.pdf.
- 1.15. “**Systems Data**” means data generated or collected in connection with Customer’s use of the Products, such as logs, session data, telemetry data, support data, usage data, threat intelligence or actor data, statistics, netflow data, potentially malicious files detected by the Product, and derivatives thereof.

- 1.16. **“User”** means an individual who is authorized by Customer to use a Hosted Service, for whom Customer has purchased a subscription and to whom Customer (or, when applicable, Barracuda, at Customer’s request) has supplied a user identification and password. Users may include employees, consultants, contractors, and agents of Customer, and third parties with which Customer transacts business.

2. Use of Hosted Services and Software.

- 2.1. **Subscriptions.** Unless otherwise provided in the applicable Quote or Product Guide: (a) Hosted Services are purchased as subscriptions for the Hosted Services term stated in the applicable Quote or in the applicable online purchasing portal; (b) subscriptions for Hosted Services may be added during a Hosted Services term at the same pricing as the underlying subscription pricing, prorated for the portion of that Hosted Services term remaining at the time the subscriptions are added; and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. The term of each Software and Hosted Services subscription will begin upon Delivery and will continue for the duration of the subscription term stated in the Quote. Unless the parties agree otherwise in writing, Software and Hosted Services subscriptions will automatically renew at the end of any subscription term, at the then-current Barracuda list price, for an additional period equal to the length of the prior subscription term. Any renewal in which subscription volume has decreased from the prior term may result in re-pricing at renewal without regard to the prior term’s per-unit pricing. Either party may provide notice of its intent not to renew at least 30 days prior to the expiration of the then-current subscription term. Customer may terminate a Software or Hosted Service subscription at any time for convenience on 30 days’ prior written notice to Barracuda; provided, however, that Barracuda will not refund any amounts Customer already paid for that subscription, and Customer must pay any remaining Fees owing for the remainder of the then-current subscription term within 30 days of the effective date of the termination.
- 2.2. **Usage Limits.** Hosted Services and Software: (a) are provided with the understanding that Customer will make reasonable use of same; and (b) may be subject to usage limits specified in the Product Guide or Quote from Barracuda (or a Barracuda authorized reseller). If Customer exceeds a usage limit, Barracuda may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. Notwithstanding Barracuda’s efforts, if Customer is unable or unwilling to abide by a usage limit or enact efforts to reduce such usage, Customer will execute an Order for additional quantities of the applicable Hosted Services or Software promptly upon Barracuda’s request and pay any invoice for excess usage in accordance with the payment terms of this Agreement.
- 2.3. **Customer Responsibilities.** Customer will: (a) be responsible for Users’ compliance with this Agreement, Product Guide and Quotes; (b) be responsible for the accuracy, quality, and legality of Customer Data, the means by which Customer acquired Customer Data, Customer’s use of Customer Data with the Hosted Services, and the interoperation of any non-Barracuda applications with which Customer uses Hosted Services; (c) use commercially reasonable efforts to prevent unauthorized access to or use of Hosted Services, and notify Barracuda promptly of any such unauthorized access or use; and (d) use Hosted Services only in accordance with this Agreement, Product Guide, Quotes, and applicable laws and government regulations. If Customer or any User uses the Hosted Services in breach of the foregoing that in Barracuda’s judgment threatens the security, integrity, or availability of Barracuda’s services, then Barracuda may immediately suspend access to the Hosted Services; however, Barracuda will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.
- 2.4. **Usage Restrictions.** Customer will not: (a) make any Hosted Service available to anyone other than Customer or Users, or use any Hosted Service for the benefit of anyone other than Customer, unless expressly stated otherwise in a Quote or the Product Guide; (b) sell, resell,

license, sublicense, distribute, rent, or lease any Hosted Service, or include any Hosted Service in a service bureau or outsourcing offering; (c) use a Hosted Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (d) use a Hosted Service to store or transmit malicious code (meaning code, files, scripts, agents, or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses); (e) interfere with or disrupt the integrity or performance of any Hosted Service or third-party data contained therein; (f) attempt to gain unauthorized access to any Hosted Service or its related systems or networks; (g) permit direct or indirect access to or use of any Hosted Services in a way that circumvents a contractual usage limit, or use any Hosted Services to access, copy or use any of Barracuda Intellectual Property Rights except as permitted under this Agreement, a Quote, or the Product Guide; (h) modify, copy, or create derivative works of a Hosted Service or any part, feature, function, or user interface thereof; (i) frame or mirror any part of any Hosted Service, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Product Guide; (j) except to the extent permitted by applicable law, disassemble, reverse engineer, decompile, or access a Hosted Service to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions, or graphics of the Hosted Service, or (3) copy any ideas, features, functions, or graphics of the Hosted Service.

- 2.5. **License to Software.** Use of Software that Barracuda provides to Customer, either on-premises or in a Customer-owned cloud tenant, is subject to the aforementioned Software Use and Restrictions Agreement.

3. **Orders; Fees; Payment Terms.**

- 3.1. **Orders.** Products will only be provided to Customer after Barracuda has received and accepted an Order for such Product. Orders are not binding upon Barracuda until accepted. All Orders will be governed by this Agreement and are noncancelable and nonrefundable except as provided herein.
- 3.2. **Fees and Expenses.** If Customer purchases directly from Barracuda, Customer will pay Barracuda the fees specified on an invoice associated with each Quote ("**Fees**"). If Customer purchases through a Barracuda authorized reseller, all fees and other procurement and delivery terms will be between Customer and the reseller. Fees for usage more than amounts purchased will be billed by Barracuda in the next billing cycle and Customer acknowledges that such additional fees must be paid in accordance with the terms of this Agreement, even if purchased through resellers. Customer is responsible for any import or export fees or duties associated with its purchase or use of the Products.
- 3.3. **Payment.** Payment is due within 30 days of the date of each invoice, and must be made by credit card, wire transfer, or another prearranged payment method, unless Barracuda has extended credit terms to Customer. All Fees described in a Quote will be fully invoiced in advance, unless the Quote states otherwise. Customer agrees that purchases are not: (a) subject to offset, recoupment, counterclaim, deduction, debit or withholding for any reason; (b) contingent on the delivery of any future functionality or features; or (c) dependent on any oral or written comments made by Barracuda regarding same. If any payment is past due, Barracuda may, without limiting any remedies available to Barracuda, suspend performance until payment is made current. Customer will pay interest on all delinquent amounts at the rate of 1.5% per month or the maximum rate permitted by applicable law. Barracuda retains all security interests in Hardware shipped until fully paid. Customer must notify Barracuda, as indicated in Notices below, of any billing problems or discrepancies within 60 days of the applicable Barracuda invoice date, otherwise, Customer agrees the right to dispute those problems or discrepancies is waived. Customer will pay all amounts due and payable to Barracuda under this Agreement in full without any setoff, recoupment, counterclaim,

deduction, debit, or withholding for any reason (other than any deduction or withholding of tax as may be required by applicable law and in compliance with the Taxes section below).

- 3.4. **Increases.** Barracuda reserves the right to increase prices for Products at any time, provided however that any price increase for subscriptions to Software or Hosted Services and Technical Support will not go into effect until the end of the then-current term, as applicable.
- 3.5. **Taxes.** All Fees are exclusive of all sales, use, excise, value added, goods and services, withholding and other taxes, and all customs, duties, and tariffs now or hereafter claimed or imposed by any governmental authority upon the sale or use of the Products, which will be invoiced to and paid by the Customer. If Customer is required by law to make any deduction or withholding on any payments due to Barracuda, Customer will notify Barracuda and will pay Barracuda any additional amounts necessary to ensure that the net amount Barracuda receives, after any deduction or withholding, equals the amount Barracuda would have received if no deduction or withholding had been required. Additionally, Customer will provide Barracuda with evidence, to the reasonable satisfaction of Barracuda, showing that the withheld or deducted amounts have been paid to the relevant governmental authority. For purposes of calculating sales and similar taxes, Barracuda will use the address set forth on the Quote for the jurisdiction to which Products and shipments are delivered unless Customer has otherwise notified Barracuda. Customer will provide tax exemption certificates or direct-pay letters to Barracuda as applicable.
- 3.6. **Returns.** Customer may cancel all orders for new Products (excluding renewals, upgrades, and migrations) within 30 days of the effective date of any subscription term ("**Cancellation Period**"). After the Cancellation Period, all orders are non-cancellable, and the Fees paid to Barracuda are nonrefundable. Fees for Services provided by Barracuda are non-cancellable and nonrefundable once performance commences. For select offerings, Barracuda may require Customer to return certain Hardware accompanying Subscriptions upon termination or expiration.
4. **Title and Ownership.**
- 4.1. **Hardware.** All purchased Hardware is shipped from Barracuda's designated manufacturing facility or point of origin (Ex Works Origin) (Incoterms 2020). Title to such Hardware and the risk of loss of or damage to Hardware will pass to Customer at the time of shipment from Barracuda's facility. Barracuda is authorized to designate a carrier pursuant to Barracuda's standard shipping practices unless Customer states otherwise in writing. Customer must provide written notice to Barracuda within 10 days of Delivery of the Products of any non-conformity with the Quote (e.g., Delivery of the wrong Product or incorrect quantities). Partial shipment is expressly permitted hereunder, and separate charges for shipping and handling will be charged on Barracuda's invoice.
- 4.2. **Software.** Barracuda retains ownership of all Software and Hosted Services. Neither party provides the other, by virtue of this Agreement, any ownership or licenses to Intellectual Property owned by the other.
- 4.3. **Customer Data and Systems Data.** Customer retains ownership of Customer Data. Barracuda owns Systems Data and may use Systems Data to provide Products and services to its customers, including Customer, to improve Products and services, to develop new Products and services, to manage our relationship under this Agreement, and for threat research purposes. Barracuda will not disclose to any unaffiliated third-party Systems Data that identifies Customer, Customer's customers or end users, except to the extent required to comply with applicable law or valid order of a court or government agency of competent jurisdiction.
- 4.3.1. **Privacy.** If applicable, Barracuda, as a data processor, will process Customer Personal Data in accordance with the Barracuda Data Processing Addendum located at <https://trust.barracuda.com/legal/global-dpa>, which is hereby incorporated by reference

into this Agreement. When Barracuda processes data as a controller or business, Barracuda processes Personal Data in accordance with the Barracuda Privacy Notice located at <https://trust.barracuda.com/privacy/documentation/privacy-notice> not the DPA.

- 4.4. **Feedback.** Customer hereby grants Barracuda a perpetual, irrevocable, worldwide license to use any Feedback that Customer communicates to Barracuda, without compensation, without any obligation to report on such use, and without any other restriction. Barracuda's rights granted in the previous sentence include, without limitation, the right to exploit Feedback in any way, and is not to be considered Customer's Confidential Information.
- 4.5. **Permission to Use Logo.** During the term of the Agreement, Customer grants Barracuda permission to use Customer's name and/or logo on the Barracuda website, or any other marketing material when referring to Customer. Customer will retain all title and rights in its name and logos.
5. **Third Party Products and Services.** Third party applications may contain features designed to interoperate with the Products. To use such features, Customer must obtain access to such third-party applications from their respective providers. If Customer chooses to utilize third-party applications, the following terms will apply: (a) all governing terms and conditions, including data processing terms, will be entered into between Customer and the applicable third-party application provider and Barracuda assumes no responsibility or liability for non-Barracuda products; (b) Customer may be required to grant Barracuda access to Customer's account on such third-party applications; and (c) Customer instructs Barracuda to allow the third-party application provider to access Customer Data as required for interoperation with the Products.
6. **Professional Services.** If Customer's order includes Professional Services, provision of those Professional Services will be provided pursuant to the Professional Services Terms at https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Professional_Services_Terms_and_Conditions.pdf.
7. **Technical Support.** For Hardware and Software, Customer may purchase Technical Support separately. For Hosted Services, Technical Support will be bundled into the price of the subscription. Customer is not entitled to Technical Support until and unless Barracuda receives payment in full. The terms applicable to Barracuda's provision of Technical Support are stated at https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Technical_Support_Policy.pdf.
8. **Product Warranties; Exclusions.**
 - 8.1. **Software Warranty.** For Software, Barracuda warrants to Customer that, for 90 days from Delivery, the Software will perform substantially in accordance with the applicable Product Guide. Customer's sole remedy and Barracuda's sole obligation under this warranty is for Barracuda to correct the non-conforming Software. If Barracuda determines, in its reasonable discretion, that a material non-conformance cannot be corrected, Barracuda will provide Customer, as its sole remedy, a refund of the unused fees for the non-conforming Software. The license granted with respect to any Software for which a refund has been given automatically terminates immediately when Barracuda provides the refund.
 - 8.2. **Hosted Services Warranty.** Barracuda warrants that during an applicable Hosted Services subscription term: (a) this Agreement and the Product Guide will accurately describe the applicable administrative, physical, and technical safeguards for security, confidentiality, and integrity of Customer Data; (b) Barracuda will not materially decrease the overall security of the Hosted Services; and (c) the Hosted Services will perform materially in accordance with the applicable Product Guide. For any breach of the above warranty, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.
 - 8.3. **Hardware Warranty.** For Hardware, Barracuda warrants to Customer that, for one (1) year from

the Delivery of the Hardware, the Hardware will be free from defects in materials and workmanship (the "Hardware Warranty"). If Barracuda determines, in its reasonable discretion, that a material defect is incapable of correction or that it is not practical to repair or replace defective Hardware, Barracuda will provide Customer, as its sole remedy, a refund of the price paid (less applicable depreciation) for the non-conforming Hardware once returned to Barracuda. All Hardware (or any part thereof) that is replaced by Barracuda, or for which the purchase price is refunded, shall become the property of Barracuda upon replacement or refund.

- 8.4. **Exclusions.** The warranties stated in this Section do not apply if a Product has: (a) been subjected to abuse, misuse, neglect, negligence, accident, or use contrary to any instructions issued by Barracuda; (b) been repaired or altered by persons other than Barracuda or Barracuda's subcontractor; (c) not been installed, operated, repaired, and maintained in accordance with the Product Guide; or (d) used in any high risk or strict liability activity, including, without limitation, air or space travel, nuclear facilities, technical building or structural design, power plant design or operation, life support or emergency medical operations or uses, or any other uses in which failure could lead to death, personal injury, or environmental damage (collectively, "**High-Risk Activities**"). Barracuda does not warrant the Products for use in connection with High-Risk Activities and will have no liability to anyone if they are so used.
- 8.5. **Disclaimer of Warranties.** Except as expressly provided herein, neither party makes any warranty of any kind, whether express, implied, statutory, or otherwise, and each party specifically disclaims all implied warranties, including any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, to the maximum extent permitted by applicable law.
- 8.6. **Free Products.** Barracuda may make Products available to Customer free of charge. Free Products exclude Products offered as part of a private preview, alpha or beta trial, or other pre-GA access, all of which will be subject to an agreement for such purpose. Free Products may have certain limits on amount of use, as described in the documentation, a Barracuda online portal, or other written communications from Barracuda, with overages requiring Customer to purchase additional resources or services. Customer agrees that Barracuda, in its sole discretion and for any or no reason and/or without prior notice, may terminate Customer's access to or use of the Free Products or any part thereof, without liability. Customer is solely responsible for exporting Customer Data, if any, from the Free Products prior to termination. **Free Products are provided as-is and without any warranty of any type. Unless otherwise required by law, Barracuda disclaims any liability of any type with respect to Free Products. Notwithstanding anything to the contrary in the Agreement, Customer is liable to Barracuda and its affiliates for any damages arising out of Customer's use of Free Products, and any breach by Customer of the Agreement.**
- 8.7. **Changes to Products.** In its sole discretion, without prior notice, Barracuda reserves the right at any time to: (a) modify, suspend, or discontinue providing the Products or any part thereof, and (b) alter prices, features, documentation, the Product Guide, capabilities, functions, licensing terms, release dates, general availability, or other characteristics of any future releases.
9. **Waiver of Consequential Damages and Limitation of Liability.**
- 9.1. **Waiver of Consequential Damages.** Neither party nor its suppliers, resellers, partners, or their respective affiliates will be liable for: (a) any indirect, incidental, consequential, special, exemplary, or punitive damages; (b) lost profits, loss of revenue, loss or corruption of data, loss of use; or (c) procurement of substitute products, subscriptions or services in any manner arising from or related to the Products or Services, whether such claims are based on warranty, contract, tort (including negligence), or otherwise, even if a

party has been advised of the possibility of such damages.

- 9.2. **Limitation of Liability.** Except as stated regarding Free Products above and in case of bodily injury or death where, and then only to the extent, applicable law requires, the total aggregate liability of Barracuda and its suppliers, resellers, partners, and their respective affiliates arising from or related to this Agreement will be limited to the total amounts paid by Customer for the relevant Products or Services during the 12-month period immediately preceding the first occurrence of the events giving rise to the liability. This limitation will apply to all causes of action in the aggregate.
- 9.3. **Applicability.** The foregoing limitations of liability will apply whether from: (a) use or misuse of and reliance on the products; or (b) inability to use the products or from the interruption, suspension, or termination of the products (including such damages incurred by third parties). Such limitation will apply notwithstanding a failure of essential purpose of any limited remedy and to the fullest extent permitted by law.
- 9.4. **US Government Customers.** If Customer is a United States Government agency ("USG Customer"), to the extent that this Section conflicts with applicable law or Federal Acquisition Regulations (or Supplements thereto), said law or Federal Acquisition Regulations control.
- 10. Export and Compliance with Laws.**
- 10.1. **Compliance with Export Laws.** The Products, including technical data regarding the Products, are subject to U.S. export control laws, including, but not limited to, the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Customer agrees to strictly comply with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import Products. Customer will not: (a) permit any third party to access or use the Products in violation of any U.S. law or regulation; or (b) export the Products or otherwise relocate them unless such export and/or relocation is in full compliance with all applicable local and U.S. laws and regulations. Without limiting the foregoing, Customer will not permit any third party to access or use the Products in, or export them to, a country subject to a United States embargo or comprehensive sanctions (currently, Russia, Belarus, Cuba, Iran, North Korea, Syria, the Crimea region of Ukraine, the so-called Luhansk People's Republic or the so-called Donetsk People's Republic) or authorize the relocation of the Products to a prohibited entity, territory or country, or take any action otherwise in violation of any applicable restrictions or regulations.
- 10.2. **General Compliance with Laws.** Each party agrees to comply with all applicable laws related to its performance of the obligations set forth in this Agreement, including, but not limited to, any applicable privacy laws.
- 10.3. **Commercial Computer Software.** If Customer is a USG Customer, the Products and Product Guide qualify as "commercial items", as that term is defined at Federal Acquisition Regulation ("FAR") 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in FAR 12.212. Consistent with FAR 12.212 and DoD FAR Supp. 227.7202-1 through 227.7202-4, and notwithstanding any other FAR or other contractual clause to the contrary in any agreement into which this Agreement may be incorporated, Government end user will acquire the Products and Product Guide with only those rights set forth in this Agreement. Use of the Products, Product Guide, or both constitutes an agreement by the Government that the Products and Product Guide are "commercial computer software" and "commercial computer software documentation," respectively, and constitutes acceptance of the rights and restrictions herein.
- 10.3.1. **Restricted Rights.** The Products are provided with Restricted Rights. Use, duplication or disclosure for or by the Government of the United States, including without limitation any of its agencies, instrumentalities, or contractors, is subject to restrictions set forth, as applicable: (i) in subparagraphs (a) through (c) of the Commercial Computer Software License clause at FAR 52.227-19; or (ii) in similar clauses in other federal regulations,

including without limitation the Defense FAR Supplement, the NASA FAR Supplement, and the Department of Energy Acquisition Regulations. The contractor or manufacturer is Barracuda. Customer will not remove or deface any restricted rights notice or other legal notice appearing on the Products or on any packaging or other media associated with the Products.

11. Confidential Information. Customer may be exposed to certain confidential information including, but not limited to, information concerning the business, technology, and customers of Barracuda, which Customer knows, or should reasonably know, is confidential and proprietary (herein “Confidential Information”). Customer agrees that while this Agreement is in effect and for a period of 3 years thereafter, Customer will not: (i) use the Confidential Information for any purpose other than to perform under this Agreement; or (ii) disclose to any third party any Confidential Information without the prior written consent. Customer may disclose Confidential Information only to its employees or contractors on a need to know basis and as is reasonably necessary to allow the party to perform under this Agreement; provided that each such employee or contractor is under a written obligation of nondisclosure which protects the Confidential Information under terms at least as stringent as these terms. This Section will not apply to Confidential Information after such information is made public by Barracuda. If any Confidential Information is required to be disclosed by Customer as a matter of law or by order of a court or other legal process, Customer will promptly notify Barracuda of such obligation to disclose and reasonably assist in limiting such disclosure. Customer acknowledges that disclosure will cause irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Barracuda may be entitled to seek injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

12. Term, Termination, and Survival.

12.1. **Term.** This Agreement will become effective on the Effective Date and will continue in effect as long as Customer maintains use or possession of Products.

12.2. **Termination for Breach.** A party may terminate this Agreement for cause upon 30 days’ prior written notice to the other party of a material breach if such breach remains uncured at the expiration of such period.

12.3. **Effect of Termination of Agreement.** Unless Barracuda terminates this Agreement for Customer’s breach, no termination of this Agreement will impact any active Software or Hosted Services subscription, Technical Support, or SOW that extends beyond such termination, and this Agreement will continue to govern and be effective until expiration or termination of the Software or Hosted Services subscription, Technical Support, or SOW. Barracuda will make Customer Data contained in a Hosted Service, if any, available to Customer for download in accordance with the applicable Service Description posted on the Product Guide.

12.4. **Refund or Payment upon Termination.** If Customer terminates this Agreement in accordance with the “Termination for Breach” section above, Barracuda will refund Customer a portion of prepaid fees covering the remainder of the subscription term from the effective date of termination. If Barracuda terminates this Agreement in accordance with the “Termination” section above, Barracuda will not refund any amounts to Customer, and Customer will pay any unpaid Fees covering the remainder of the term of all Quotes to the extent permitted by applicable law. Termination will not relieve Customer of its obligation to pay any Fees payable to Barracuda for the period prior to the effective date of termination.

12.5. **Survival.** The following Sections will survive termination: 1 (“Definitions”), 3 (“Orders, Fees and Payment Terms”) but only if Fees are due and owing at termination, 4 (“Title and Ownership”), Section 9 (“Waiver of Consequential Damages and Limitation of Liability”), 11 (“Confidential Information”) but only as stated in that section, 12 (Term, Termination and Survival”), and 14 (“General”).

13. General.

- 13.1. **Governing Law and Venue.** This Agreement is governed by the laws of the State of California without reference to its conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Each party consents to the personal jurisdiction of the Federal and State courts in Santa Clara County, California. If and only if Customer is a USG Customer, to the extent that this Section conflicts with applicable law and Federal Acquisition Regulations or Supplements thereto, said law and Federal Acquisition Regulations control.
- 13.2. **Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.
- 13.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 13.4. **Force Majeure.** Except with respect to payment of Fees, neither party will be liable for any failure to timely perform any of its obligations under this Agreement if such failure is caused by events beyond the reasonable control of such party, including, without limitation, natural disasters, pandemics, strikes and other industrial disputes, failure of transport, accidents, wars, riots, insurrections, acts of God, or orders of any government organization.
- 13.5. **Severability.** If a provision of this Agreement is held to be invalid or otherwise unenforceable, that provision will be deemed null and void, and the remaining provisions of this Agreement will continue in full force and effect.
- 13.6. **Notices.** Customer must maintain accurate contact information with Barracuda. Barracuda may send notices via email pursuant to this Agreement to the contact point(s) that Customer provides to Barracuda, and such notices will be deemed received 2 U.S. business days after they are sent. Customer may send notices pursuant to this Agreement to Barracuda at 3175 South Winchester Blvd., Campbell, CA 95008, Attn: Legal Department, and such notices will be deemed received 5 U.S. business days after they are sent by registered mail or 2 U.S. business days after sent to Legal@barracuda.com.
- 13.7. **Waiver.** No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.
- 13.8. **Assignment.** Customer may not assign or transfer any of its rights or obligations under this Agreement without Barracuda's prior written consent. Barracuda may freely assign its rights and obligations under this Agreement. Any attempted assignment or transfer in violation of the foregoing will be void. Except to the extent forbidden in this section, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 13.9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral. The parties agree that any term or condition stated in Customer's purchase order or other order documentation (excluding Barracuda Quotes) is void. If there is any conflict or inconsistency among the following documents, the order of precedence will be: (1) the Product Guide, (2) Software Use and Restrictions Agreement, (3) this Agreement, (4) a SOW in the context of Professional Services, and (5) the applicable Quote. Titles and headings of sections of this Agreement are for convenience only and will not affect the construction of any provision of this Agreement.

[Remainder of Page Intentionally Blank]

September 10, 2026

Alameda Unified School District
2060 Challenger Drive
Alameda, CA 94501

Re: Amendment To Barracuda Networks, Inc.'s Terms And Conditions (this "Amendment")

To Whom It May Concern:

Barracuda Networks, Inc. ("Barracuda") hereby confirms that the Terms and Conditions governing Alameda Unified School District's ("Customer's") purchase and use of Barracuda's products and services, a copy of which is located online at https://assets.barracuda.com/assets/docs/dms/Barracuda_Networks_Legal_Terms_and_Conditions.pdf ("Agreement"), is modified as follows:

1. Section 1.1.1 ("Subscription Renewal") is revised to read as follows:

1.1.1 *Subscription Renewal.* Unless the parties agree otherwise in writing, Software and Hosted Services subscriptions will renew at the end of the subscription term (or renewal term, as applicable) upon Customer's approval at Barracuda's list price in effect at the time of renewal for an additional period equal to the expiring subscription term. If Customer reduces subscription volume for a renewal, Barracuda may reprice the renewal without using the prior term's per-unit pricing. Either party may give notice of non-renewal at least 90 days before the then-current subscription term ends to ensure adequate time for transition arrangements.

Except as expressly amended by this Amendment, all terms and conditions of the Agreement shall continue in full force and effect. This Amendment and the Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral or written agreements of the parties relating thereto. In the event of any inconsistency between the Agreement and this Amendment, the terms of this Amendment shall control.

Please have an authorized representative of Customer sign below to indicate your organization's acceptance of these modifications.

Thank you for your attention to this matter.

Sincerely,

Ellen O'Donnell
Chief Legal Officer
Barracuda Networks, Inc.

Approved and Accepted:



Shariq Khan (09/15/2026 13:48:39 PDT)

Name: **Shariq Khan**
Title: Asst. Sup. - Business Services
Alameda Unified School District



Professional Services Agreement

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

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

CONTRACTOR to support the implementation of Culturally and Linguistically Responsive teaching and learning (CLR) through various professional development sessions for district-wide elementary schools. Professional Development shall include:

- District-wide teacher PD session in January
- Leadership development for principals
- Teacher leadership development through building model classrooms (Ruby Bridges and Earhart).
- Support CLR implementation at Bay Farm through cycles of coaching observation and instructional feedback.

2. Term.

The term of this agreement shall be from 9/1/2026 (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 6/30/2027. The work shall be completed no later than 6/3/2027.

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 \$ 40000.00.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of services at a rate of \$ _____/hour for a total not to exceed \$ _____.
- ☐ Other: _____

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

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

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

4. Strategic Alignment. Select one of the following:

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

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? **LCAP Goal 1: Create and Improve the foundational e** _____
education program where student's daily learning experiences are engaging, utilize multiple ways of learning, and feature lots of student talk. Student

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.

SH (CONTRACTOR initials)
TH (AUSD Representative Acknowledgement)

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

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

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

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

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

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

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

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

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

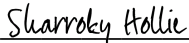
If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD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

☒ **Agencies or Multi-Staffed Contractors**

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

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

CONTRACTOR certification (signature): _____

DocuSigned by:

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

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

CONTRACTOR certification (signature): _____

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

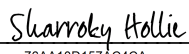
5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon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

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

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

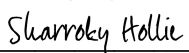
Select one of the following:

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

CONTRACTOR acknowledgment (signature): 
76AA10D157AC4CA...

☐ 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): 
76AA10D157AC4CA...

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)

TH (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: Harris, Tanya
Title: _____
Address: 2060 Challenger Dr
Alameda CA 94501
Email: tharris@alamedaunified.org

CONTRACTOR

Name: Sharroky Hollie
Title: Executive Director
Address: 13157 Mindanao Way #1141
Marina Del Rey, CA 90292
Email: drrocked@gmail.com

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

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

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

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

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

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

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

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

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

For purposes of this Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

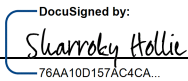
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place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

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

I. SITE

CONTRACTOR

Print Name & Title: Sharroky Hollie Executive Director

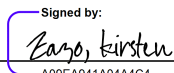
Authorized Signature:  Date: 8/21/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒ Restricted Funds ☐

Budget Code(s): 01-9019-0-0000-2700-5800-047-47-1062

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

 9/14/2026
Signature of Superintendent or Assistant Superintendent Date

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

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Professional Services Agreement

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

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

Contract # 26045 - Replacement Toilet Partitions

CONTRACTOR to provide all labor, materials, and equipment to install five max privacy plastic HDPE toilet compartments at the Alameda Science and Technology Institute campus.

2. Term.

The term of this agreement shall be from 8/17/2026 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 7/31/2027. The work shall be completed no later than 5/1/2027.

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 \$ 25061.00.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of services at a rate of \$ _____/hour for a total not to exceed \$ _____.
- ☐ Other: _____

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

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

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

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

4. **Strategic Alignment.** Select one of the following:

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

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

5. **Conduct of Contractor.**

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

5.1 **Tuberculosis Screening.** Select one of the following:

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

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

BM (CONTRACTOR initials)
BDA (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR’s services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: “CONTRACTOR has complied with the fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR’s employees, subcontractors, agents, and subcontractors’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement.”

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

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

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

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

 (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

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

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

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

☐ **Agencies or Multi-Staffed Contractors**

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

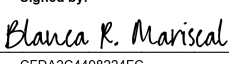
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

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

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

CONTRACTOR certification (signature): _____

Signed by:

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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): Blanca R. Mariscal

CFDA2C4498224FC...

☐ 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): Blanca R. Mariscal

CFDA2C4498224FC...

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.

BM (CONTRACTOR initials)

BDA (AUSD Representative Acknowledgement)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

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

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

DISTRICT

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

CONTRACTOR

Name: Blanca R. Mariscal
Title: President
Address: 2736 Teepee Dr
Stockton, CA 95205
Email: jdspecialtiesco@sbcglobal.net

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.

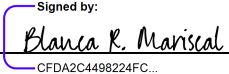
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place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

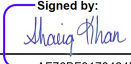
Authorized Signature:  Date: 9/1/2026
Signed by: CFDA2C4498224FC...

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐ Restricted Funds ☒

Budget Code(s): 01-8150-0-0000-8500-6200-077-77-3013

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

 9/14/2026
Signed by: AF76BF3178424B1...
Signature of Superintendent or Assistant Superintendent Date

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

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date

AMENDMENT NO. 1 to Professional Services Agreement

Dated June 16, 2026

This Amendment is entered into on September 22, 2026, between the Alameda Unified School District (District) and Ignite Reading (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for 1:1 virtual tutoring for selected elementary students, and the parties agree to amend that Agreement as follows:

1. Services

Addition of 10 licenses for students at Ruby Bridges Elementary school for the regular school year.

2. Compensation

Original PSA: \$271,600.00.

Amendment No. 1: \$25,000.00

Amended PSA: \$296,000.00

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)
1	2026-09-15	Additional seats for High dosage tutoring.	\$25,000

"DISTRICT"

By: _____

Name: Ryan LaLonde

Title: Board President

"CONTRACTOR"

By: Jessica Sliwerski

Name: Jessica Sliwerski

Title: Co-Founder & CEO

CERTIFICATE *of* SIGNATURE

REF. NUMBER
MRR2V-DKL5W-PNNBT-RFYRH

DOCUMENT COMPLETED BY ALL PARTIES ON
15 SEP 2026 20:15:58
UTC

SIGNER

JESSICA SLIERSKI

EMAIL
JESSICA.SLIERSKI@IGNITE-READING.COM

TIMESTAMP

SENT
15 SEP 2026 17:35:08

VIEWED
15 SEP 2026 20:15:43

SIGNED
15 SEP 2026 20:15:58

SIGNATURE

Jessica Sliwerski

IP ADDRESS
172.59.69.79

LOCATION
JACKSONVILLE, UNITED STATES

RECIPIENT VERIFICATION

EMAIL VERIFIED
15 SEP 2026 20:15:43



AMENDMENT NO. 1 to Professional Services Agreement (PSA)

Dated July 1, 2026

This Amendment is entered into on September 22, 2026, between the Alameda Unified School District (District) and Alameda County Industries. (CONTRACTOR). The District entered into a PSA with the CONTRACTOR for district-wide waste, recycling, and organic services, and the parties agree to amend that Agreement as follows:

1. Services

Addition of (1) one organic collection bin at Alameda High School and one (1) organic collection bin at Love Elementary School.

2. Compensation

Original PSA: \$322,491.84

Amendment No. 1: **(3,736.68) Correction to original pricing calculations**

Amended PSA: \$318,755.16

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: _____
Ryan LaLonde
President, Board of Education

CONTRACTOR"

By: *Bernie Camara* _____
Name **Bernie Camara**
Title **General Manager**



ASSIGNMENT OF USDA FOODS
Super Co-Op
SY 2026-2027

This assignment is made and entered into this _____ day of _____, 20____, between _____, ("Assignor") and the Super Co-Op Joint Powers Authority ("Assignee") (collectively the "parties") to commence services July 1, 2026.

WHEREAS, Assignor is a member agency of the Super Co-Op Joint Powers Authority ("Super Co-Op"), a California cooperative consisting of public school agency members for the purpose of obtaining USDA Foods for school meals.

WHEREAS, Assignee and the Lead Agency of the Super Co-Op with authority to contract for USDA Foods and related services on behalf of Assignor.

NOW, THEREFORE the parties agree as follows:

1. Both parties must remain eligible for receipt of United States Department of Agriculture donated commodity foods (USDA Foods) as determined by the California Department of Education, Nutrition Services Division.
2. Entitlement and "Fair Share" of USDA Foods, based on the Total Lunches Served (TLS) of the Assignor is assigned to the Assignee.
3. The Assignee is responsible for the ordering, receiving, storing and distribution of all USDA Foods, on behalf of the Assignor, according to policy and regulation as designated by the California Department of Education, Nutrition Services Division, Food Distribution Program and the USDA.
4. The Assignee will maintain an inventory management system that will fully account for all USDA Foods, including all raw food items in storage as well as raw and processed product held at a processor.
5. Should a loss of USDA Foods being held for the Assignor occur, due to/ but not limited to theft, spoilage, etc., the Assignee is responsible to the California Department of Education, Nutrition Services Division and/or the USDA for the Fair Market Value of that food item(s). Both the Assignor and Assignee shall be responsible to maintain insurance coverage or contract provisions for insurance coverage with third party vendors that move or house USDA Foods at the fair market value.

The reporting of any loss of USDA Foods is the responsibility of the Assignee.

6. Both the Assignee and Assignor are responsible for compliance with USDA and the California Department of Education, Nutrition Services Division policies and regulations.
7. The Fee to be paid by Assignor directly to the Lead Agency/Assignee will be:
 - a) First year fee shall be 0.4% of current year USDA Foods estimated entitlement.
 - b) An Annual Renewal Fee beginning the 2nd year of membership shall be 0.3% of the current year USDA Foods estimated entitlement.
 - c) \$0.90 per case/unit of USDA Foods accepted and diverted for State Administrative Fee (Assignee collects via Co-Op Administrator and pays this fee to the State of California on behalf of the Member District.). These fees are set by the CDE annually and subject to change.
 - d) The Governing Council may levy special assessments to cover any unexpected expenses. These fee(s) shall be based on the individual member's annual entitlement and cannot exceed 0.1% of the member's entitlement.
 - e) All fees subject to change as approved by the Super Co-Op Governing Council.
8. Member Districts agree to abide by the current Super Co-Op Governing Rules, Brown Box Storage Policy, and any additional policies as maintained by the Governing Council.
9. This assignment will remain in force until such time as written notification has been given by the Assignor to the Assignee, USDA, and California Food Distribution Division of its termination. Termination requires notice to be given by December 10 of the year prior to June 30 separation date.
10. With respect to the Assignee's performance of work under this assignment, the Assignee shall indemnify, pay for the defense of, and hold harmless the Assignor and its officers, agents and employees of and from all liabilities, claims, debts or damages of any nature or sort that may arise out of the Assignee's negligent or willful acts and/or omissions under this assignment.
11. All notices to be given by the parties hereto shall be in writing and served by depositing the same in the United States Post Office as follows.

To the Assignee:

Super Co-Op JPA/Lead Agency Representative	
Contact Person	Dr. Betty Crocker
Contact Title	Director III
Street Address	840 S. Cluff Avenue
City/State/Zip	Lodi, CA 95240
Telephone	p 209-331-7155 · c 310-678-2288
Email	bcrocker@lodiUSD.net

To the Assignor:

Assignor / Recipient Agency	
District Name	Alameda Unified School District
Vendor Number	61119Z
Contact Name	James Assia
Contact Title	Food Service Director
Mailing Address	2060 Challenger Drive
City/State/Zip	Alameda, CA 94501
Delivery Address	2130 Clement Ave
City/State/Zip	Alameda, CA 94501
Telephone	510-337-7044
Fax	N/A
Email	jassia@alamedaunified.org

To the California Department of Education:

California Department of Education Nutrition Services Division	
Contact Name	Marina Tapia Direct Shipment and Private Cooperative Coordinator
Street Address	1430 N Street, Suite 4503
City/State/Zip	Sacramento, CA 95814-5901
Telephone	(TEL) 916-324-0577
Fax	(FAX) 916-327-4004
Email	mtapia@cde.ca.gov

12. If this assignment is terminated for any reason by either party the Assignor will continue to receive their USDA Foods from the Assignee for the remainder of the school year in which the termination is made and for any food already ordered for the subsequent school year.

Termination of this assignment shall not be effective until written notice is provided by Assignee pursuant to paragraph 9.
13. The Assignee shall maintain such general liability, property damage, workers' compensation, auto insurance, and any other insurance as is required to protect the Assignee's and the Assignor's interests regarding the USDA Foods.
14. The parties may amend this assignment in writing, by mutual consent.
15. This assignment shall only be effective upon approval in writing by the Assignee's and Assignor's respective Board of Directors or designee.

By signing this, I certify that I am an authorized representative of the Member District and agree to adhere to the terms specified herein.

Assignee		Assignor	
Lead Agency	Lodi USD	Recipient Agency	
Name	Dr. Betty Crocker	Name	
Title	Director III	Title	
Signature		Signature	
Date		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. 2 to Professional Services Agreement between AUSD and Brelje & Race Consulting Civil Engineers for an increase of \$89,800.00 and an amended total of \$208,600.00. (AHS Field)
2. (Fund 21, Measure B) Amendment No. 2 to Consulting Services Agreement between AUSD and Enviro-Tox Services, Inc. for an increase of \$2,070.00 and an amended fee not to exceed \$9,900.00. (AHS Field)
3. (Fund 21, Measure B) Amendment No. 4 to Professional Services Agreement between AUSD and Kleinfelder, Inc. for an increase of \$88,000.00 and an amended total of \$475,741.00. (AHS Swim)
4. (Fund 21, Measure B) Professional Services Agreement between AUSD and Advance Construction Inspection for an hourly rate of \$120.00 and a total not to exceed \$42,240.00. (Otis)
5. (Fund 21, Measure B) Installation Agreement between AUSD and East Bay Municipal Utility District for an increase of 28,974.00 and a total cost of \$40,901.00. (EJSHS Gym)

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
▣ Brelje & Race Consulting Engineers	9/16/2026	Backup Material
▣ Enviro-Tox Services, Inc	9/16/2026	Backup Material
▣ Kleinfelder Inc	9/16/2026	Backup Material
▣ Advance Construction Inspection	9/16/2026	Backup Material
▣ EBMUD	9/16/2026	Backup Material

AMENDMENT NO. 2 to Professional Services Agreement
Dated June February 4, 2026

This Amendment is entered into on September 22, 2026, between the Alameda Unified School District (District) and Brelje & Race Consulting Civil Engineers (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for civil engineering services for the Alameda High School Athletic Field Measure B Project and the parties agree to amend that Agreement as follows:

1. Services

Additional services required for the project to include but not limited to:

- Preparation and review of Draft Environmental Impact Report (EIR)
- Preparation, review, and publishing of Notice of Availability (NOA), and facilitating public comments meeting and preparation of summary of comments.
- Preparation of the Final EIR
- Certification

2. Compensation

Original PSA: \$30,900.00

Amendment No. 1: \$87,900.00

Amendment No. 2: \$89,800.00

Amended PSA: \$208,600.00

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)
1	7/1/26	Additional services to include but not limited to providing environmental planning and specialized assessment services to prepare a Subsequent Environmental Impact Report (EIR) for the project.	\$87,900.00
2			

"DISTRICT"

By: _____

Name: Ryan LaLonde

Title: Board President

"CONTRACTOR"

By: Brent Beazor

Name: Brent Beazor

Title: President

Amendment No. 2 to Review of Site Wide Human Health Risk Assessment, Revision 1 for the Alameda High School Softball Field Located at 2200 Central Avenue in Alameda, California. AUSD Purchase Order No. BPO27-00237.

Enviro-Tox Services, Inc. (Enviro-Tox) is reviewing the Site Wide Human Health Risk Assessment, Revision 1 prepared by Kleinfelder and dated September 1, 2026.

Due to additional deficiencies noted during a conference call with the Alameda County Environmental Health Department, a third review was necessary. This Amendment No. 2 requests an approval of an additional eight hours of my time to complete the additional review and issue a revised, final HHRA review completion documents.

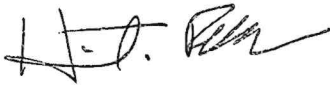
Original Contract: NTE \$6,480.00

Amendment 1 Contract: NTE \$7,830.00

Amendment 2 Contract: NTE \$9,990.00.

All other terms of the original Agreement remain unchanged.

Enviro-Tox Services, Inc.



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



Shariq Khan (09/15/2026 13:48:39 PDT)

Shariq Khan
Assistant Superintendent, Business Services
Alameda Unified School District

AMENDMENT NO. 4 to Professional Services Agreement
Dated October 14, 2025

This Amendment is entered into on September 22, 2026, between the Alameda Unified School District (District) and Kleinfelder, Inc. (CONTRACTOR). District entered into a Professional Services Agreement with CONTRACTOR for professional environmental site services for the Measure B Alameda High School Modernization project and the parties agree to amend that Agreement as follows:

1. Services Additional environmental consulting services required for the project.
2. Compensation Third Amended PSA: \$387,741.00 Amendment 4: \$ 88,000.00 Amended PSA: \$475,741.00

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)
1	1/13/26	Modification to the project scope and services, including reallocation of task budgets.	(\$72,400.00)
2	1/27/23	Correction on the incorrect total compensation.	\$72,400.00
3	5/26/26	Additional environmental consulting services required for the project.	\$137,741.00

"DISTRICT"

By: _____

Name: Ryan LaLonde

Title: Board President

"CONTRACTOR"

By:  _____

Name: Mark W. Connelly, VP

Title: Northern California & Pacific
Area Manager



Professional Services Agreement

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

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

CONTRACTOR to provide on-site inspection services and inspection related activities for Otis Elementary School New Construction Measure B Project including but not limited to:

All on-site inspection services of the Project and all inspection-related activities relating thereto. The inspection services retained shall perform continuous inspection of the Project during the work of construction in all stages of its progress. The Project Inspector shall ensure that the Project Contractor's installation of work is in compliance with Title 24 California Code of Regulation, the District Standards and any other requirements of the Public Agencies providing jurisdiction.

2. Term.

The term of this agreement shall be from 9/1/2026 (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 6/30/2027. The work shall be completed no later than 6/30/2027.

3. Compensation.

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

Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☒ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of services at a rate of \$ 120.00 /hour for a total not to exceed \$ 42240.00.
- ☐ Other: \$120/hour with a NTE \$42,240.00

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

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

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

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

4. Strategic Alignment. Select one of the following:

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

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide required oversight to ensure safe construction of the school aligned with code and district standards.

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.

DK (CONTRACTOR initials)

DK (AUSD Representative Acknowledgement)

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

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

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

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

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

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

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

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

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

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

☐ **Agencies or Multi-Staffed Contractors**

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

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

CONTRACTOR certification (signature): _____

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

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

CONTRACTOR certification (signature): _____

Signed by:
Andrew Washington
E0A85A8BBDD91437...

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.

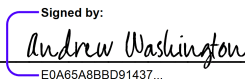
Select one of the following:

☐ 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):  Signed by: Andrew Washington
EOA65A8BBD91437...

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)

DK (AUSD Representative Acknowledgement)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

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

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

DISTRICT

Name: Krueger, Danielle
 Title: Classified Coordinator
 Address: 2060 Challenger Dr
Alameda CA 94501
 Email: dkrueger@alamedaunified.org

CONTRACTOR

Name: Andrew Washington
 Title: Owner
 Address: 1625 Shirley Ct.
Modesto, CA. 95358
 Email: ajw95358@gmail.com

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

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

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

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

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

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

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

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

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

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

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

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

For purposes of this Section:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

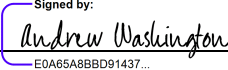
32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place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

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

I. SITE

CONTRACTOR

Print Name & Title: Andrew Washington Owner

Authorized Signature:  Date: 9/15/2026

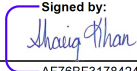
SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☐

Restricted Funds ☒

Budget Code(s): 21-9505-0-0000-8500-6234-013-68-3037

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

 9/15/2026
Signature of Superintendent or Assistant Superintendent Date

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

Signature of President, Board of Education Date

Signature of Secretary, Board of Education Date



Independent Contractor Status Verification

Contractors who are Individual/sole proprietors or single-member LLCs must complete this form and submit with other contract documents.

Check all items that are true and correct. Contractor must inform Fiscal Services if business is converted into a corporation.

INDEPENDENT CONTRACTOR STATUS CHECKLIST (Employee v. Independent Contractor)

Contractor Name:

Andrew Washington

1. Are you a current employee of Alameda USD (including an active substitute) or have you been active in this calendar year?

YES ☐ NO ☒

2. Are you are a retiree in the CalSTRS or CalPERS system?

YES ☐ NO ☒

LABOR CODE FACTORS (§ 2750.3) – ALL 3 MUST APPLY

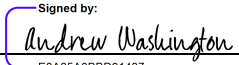
- ☒ CONTRACTOR and its workers are free from the control and direction of the AUSD in connection with the performance of the work, both under the contract for the performance of the work and in fact.
- ☒ The work to be performed by the CONTRACTOR and its workers is outside the usual course of the AUSD's business.
- ☒ CONTRACTOR is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed.

IRS COMMON LAW FACTORS:

- ☒ **NO INSTRUCTIONS:** The worker will not be required to follow explicit instructions to accomplish the job. AUSD may provide job specifications, however.
- ☒ **NO TRAINING:** The worker will not receive training provided by AUSD. The worker will use independent methods to accomplish the work.
- ☒ **RIGHT TO HIRE OTHERS:** The worker is being hired to provide a result and will have the right to hire others to do the actual work/job.
- ☒ **WORK NOT ESSENTIAL TO AUSD:** AUSD's success or continuation does not depend on the services of the worker.
- ☒ **OWN WORK HOURS:** The worker will establish the work hours for the job.
- ☒ **NOT A CONTINUING RELATIONSHIP:** The worker will not have a continuing relationship with AUSD. If the relationship is frequent, it will be at irregular intervals, or call (no full-time), or whenever work is available.
- ☒ **CONTROL OF ASSISTANTS:** If assistants are hired, it will be at the worker's sole discretion. The worker will be responsible for hiring, supervising, and paying those assistants.
- ☒ **TIME TO PURSUE OTHER WORK:** The worker will have time to pursue other gainful work.
- ☒ **JOB LOCATION:** The worker will control the job location if work is performed on AUSD's premises; AUSD will not direct or supervise the work.
- ☒ **ORDER OF WORK:** The worker will determine the order and sequence in which the job will be performed.

- ☒ **BASIS OF PAYMENT:** The worker will be paid by the job or project, not by actual time expended. Periodic payments may be made, though, based on a percentage of the completed job. Also, overall compensation may be based on the projected number of days/hours needed to do the job times a fixed daily/hourly rate. However, this compensation will be set in advance of the job.
- ☒ **WORK FOR MULTIPLE FIRMS:** The worker may work for more than one firm or agency at a time.
- ☒ **BUSINESS EXPENSES:** The worker will be responsible for incidental or special business expenses.
- ☒ **OWN TOOLS/EQUIPMENT:** The worker will furnish the tools/equipment needed for the job. If AUSD leases equipment to the worker, the terms will be equivalent to what an independent business person could have obtained in the open market.
- SIGNIFICANT INVESTMENT:** The worker can perform services without hiring AUSD's facilities (equipment, office furniture, machinery, etc.). The worker's investment in his/her trade is real, essential, and adequate.
- ☒ **SERVICES AVAILABLE TO GENERAL PUBLIC:** The worker makes his/her services available to the general public by (check one or more):
- ☐ Having an office and assistants
 - ☐ Advertising his/her services (e.g., business cards, letterhead, telephone book, other)
 - ☐ Having business signs
 - ☐ Having a business license
 - ☐ Listing services in a business directory
 - ☐ Other
 - ☐ (Attached copies of business license, business cards, letterhead, advertisements)
- ☒ **POSSIBLE PROFIT OR LOSS:** The worker can make a profit or a loss (check one or more):
- ☐ The worker hires, directs, and pays assistants
 - ☐ The worker has his/her own office, equipment, materials, or facilities
 - ☐ The worker has continuing and recurring liabilities
 - ☐ The worker has agreed to perform specific jobs for prices agreed upon in advance
 - ☐ The worker's services affect his/her own business reputation
- ☒ **LIMITED RIGHT TO DISCHARGE:** The worker cannot be fired so long as a result is produced which meets the contract specifications.
- ☒ **NO COMPENSATION FOR NON-COMPLETION:** The worker is responsible for the satisfactory completion of the job and is not entitled to compensation in case of non-completion.
- ☒ **NO INTERIM REPORTS:** The worker is hired for the final result, and therefore, the worker will be asked for progress or interim reports. (Note: Reports which are defined in the Independent Contractor Agreement as an expected final result of the agreement or which are required by state or federal law are part of the services contracted for and are not considered "interim" or "progress" reports.)

I, Andrew Washington (contractor's printed name), certify that all the statements as checked above are true and correct according to the best of my knowledge.

Signature: 
Signed by: E0A65A8BBD91437...

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 September 1 to September 8, 2026, except for *eight (8)* 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 \$5,878,901.25.

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	9/15/2026	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 Services Agreement between AUSD and CEID for a total of \$95,006.10.
2. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$15,990.00.
3. (Fund 01) Individual Services Agreement between AUSD and Pine Health for a total of \$57,720.00.

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

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

Fund Codes: 01 General Fund

Fiscal Analysis

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

Recommendation: Approve as submitted.

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

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
☐ ISA_CEID	9/18/2026	Backup Material
☐ ISA_Pine Health_PC 610	9/15/2026	Backup Material
☐ ISA_Pine Health_PC 529	9/18/2026	Backup Material

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

This agreement is effective on **Aug 11, 2026** or the date student begins attending a nonpublic school, if after the date identified, and terminates at **11:59 P.M. on June 30, 2027**, unless sooner terminated as provided in the Master Contract and by applicable law.

Local Education Agency	Alameda Unified School District	Nonpublic School	CEID
LEA/Case Manager	Jorge Wahner	Email	jwahner@alamedaunified.org
Pupil Name			
Address			
DOB			
Parent/Guar.			
Address			

Agreement Terms:

- Nonpublic School: The average number of minutes in the instructional day will be: 180 during the regular school year (RSY)
180 during the extended school year (ESY)
- Nonpublic School: The number of school days in the calendar of the school year are: 180 during the regular school year (RSY) ☐
180 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 **\$234.00**

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

Estimated Number of Days - Regular SY	180	days x	daily rate	\$234.00	Projected Basic Ed. Costs RS	\$42,120.00
Estimated Number of Days - Extended SY	25	days x	daily rate	\$234.00	Projected Basic Ed. Costs ES	\$5,850.00
Total Estimated Basic Education Costs (regular school year and extended school year)						\$47,970.00

B. Related Services

Service	Provider	RSY & ESY	Cost per	Individual	Frequency	Group	Frequency	Consult	Frequency	Total
Language and Speech	NPS	RSY	\$147.00	150	mins/weekly	0	mins/weekly	60	mins/mo/year	\$14,700.00
		ESY		150	mins/weekly	0	mins/weekly	60	mins/mo/year	\$2,013.90
		Total Cost								\$16,713.90
Occupational Therapy	NPS	RSY	\$132.00	60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$4,752.00
		ESY		60	mins/weekly	0	mins/weekly	0	mins/mo/year	\$860.00
		Total Cost								\$5,412.00
Intensive Individual Services	NPS	RSY	\$36.00	900	mins/weekly	0	mins/weekly	0	mins/year	\$19,440.00
		ESY		900	mins/weekly	0	mins/weekly	0	mins/mo/year	\$2,700.00
		Total Cost								\$22,140.00
Physical Therapy	LEA	RSY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		ESY		30	mins/weekly	0	mins/weekly	0	mins/mo/year	\$0.00
		Total Cost								\$0.00
Deaf Coaching	NPS	RSY	\$81.00	120	mins/monthly		mins/weekly	60	mins/mo/year	\$2,430.00
		ESY		120	mins/monthly		mins/weekly	60	mins/mo/year	\$340.20
		Total Cost								\$2,770.20
Total Estimated Maximum Basic Education Costs :										\$47,970.00
Total Related Services Costs:										\$47,036.10
Total Estimated Maximum Basic Education and Related Services Costs :										\$95,006.10

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
CEID
Name of Nonpublic School/Agency

Anna Phillips 9/18/2026
Signature Date
Anna Phillips, Operations Director
Name and Title

LEA
Alameda Unified School District
Name of LEA

K. Zazo 09/18/2026
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 SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 9/14/26, and services may only begin following the date of the final authorized signature. This agreement terminates at 5:00 P.M. on 11/12/26 unless sooner terminated as provided in the Master Contract and by applicable law.

LEA - Alameda Unified School District	(NPA) Pine Health
2060 Challenger Drive Alameda, CA 94501	(Address) (City, State, Zip) 2999 N 44th St., Ste. 220, Phoenix, AZ 85018
Anum Khan, Coordinator anumkhan@alamedaunified.org Jennifer Medina, Contracts/Billing jmedina@alamedaunified.org	(Rep/Contact) Adam Boxberger aboxberger@pinehealthstaffing.com
	(CDE Cert #) 9903791
	(Title of Position(s)) Para 5 - 610
	(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	41	\$ 15,990.00
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)				

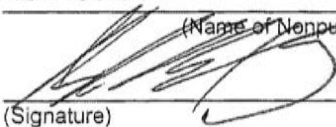
TOTAL COSTS NOT TO EXCEED \$ 15,990.00

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)

(Signature) 9/11/26
(Date)

Adam Boxberger, Senior VP
(Name and Title)

ALAMEDA UNIFIED SCHOOL DISTRICT


Kirsten Lazo (09/11/2026 21:12:59 PDT) 09/11/2026
(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 (Date)
Alameda Unified School District

INDIVIDUAL SERVICES AGREEMENT (ISA) FOR NONPUBLIC AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on 9/21/26, 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
2060 Challenger Drive Alameda, CA 94501	2999 N 44th St., Ste. 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 -529
	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	888	\$ 57,720.00
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 \$ 57,720.00

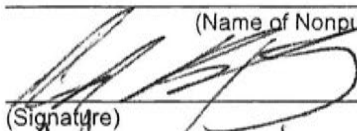
Additional services or service hours must be processed as an Amendment to this ISA

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

ALAMEDA UNIFIED SCHOOL DISTRICT

(Name of Nonpublic Agency)

 (Signature)
 Adam Boxberger SVP of Ops
 (Name and Title)
 9/18/26
 (Date)


 Kirsten Lazo (09/18/2026 16:14:14 PDT)
 (Signature)
 Assistant Superintendent
 09/18/2026
 (Date)

(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

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Approval of Revised California Interscholastic Federation Representatives to League for 2026-27 School Year for Alameda High School and Encinal Jr./Sr. High School

Item Type: Consent

Background: The California Interscholastic Federation (CIF) has a legal requirement to obtain a district governing board's approved list of representatives to the league. Education Code gives the authority for high school administrators to join high school governing boards. The Education Code also requires that the boards, after joining CIF, designate their representatives to CIF leagues (Ed Code 33353 (a)(1)).

AUSD's CIF representatives from Alameda High School and Encinal Jr./Sr. High School for the 2026-27 school year were approved in May 2026. Tonight, staff bring the revised list of representatives to the league for both schools for approval by the Board.

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: #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.

Submitted By: Kirsten Zazo, Assistant Superintendent of Educational Services

ATTACHMENTS:

Description	Upload Date	Type
☐ Revised CIF_26-27 SY_AHS	9/15/2026	Backup Material
☐ Revised CIF_26-27 SY_ENC	9/15/2026	Backup Material



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO

DATE: LEAGUES March 11, 2026

Enclosed is a form upon which to record your district and/or school representatives to leagues for the **2026-2027 school year**. It is a form sent annually to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by the school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We request that, following action by your governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that only the designated representatives of the boards will vote on issues at the league and section level that impact athletics. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 26, 2026, directly to your CIF Section Office.

2026-2027 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE** no later than **June 26, 2026**.

Alameda Unified School District School District/Governing Board at its 9/22/2026 meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2026-2027 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Alameda High School
NAME OF REPRESENTATIVE George Mitsopoulos POSITION District Athletic Director
ADDRESS 2200 Central Ave CITY Alameda ZIP 94501
PHONE 510-337-7022 FAX _____ E-MAIL Gmitsopoulos@alamedaunified.org

NAME OF SCHOOL Alameda High School
NAME OF REPRESENTATIVE Alex Harp POSITION Principal
ADDRESS 2200 Central Ave CITY Alameda ZIP 94501
PHONE 510-337-7022 FAX _____ E-MAIL Aharp@alamedaunified.org

NAME OF SCHOOL Alameda High School
NAME OF REPRESENTATIVE Brandi Castillo POSITION Site Athletic Director
ADDRESS 2200 Central Ave CITY Alameda ZIP 94501
PHONE 510-337-7022 FAX _____ E-MAIL Bcastillo@alamedaunified.org

NAME OF SCHOOL Alameda High School
NAME OF REPRESENTATIVE Michael Lee POSITION Assistant Principal
ADDRESS 2200 Central Ave CITY Alameda ZIP 94501
PHONE 510-337-7022 FAX _____ E-MAIL Mlee@alamedaunified.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Pasquale Scuderi Signature _____

Address 2060 Challenger Drive City Alameda Zip 94501

Phone 510-337-7060 Fax _____

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO

DATE: LEAGUES March 11, 2026

Enclosed is a form upon which to record your district and/or school representatives to leagues for the **2026-2027 school year**. It is a form sent annually to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by the school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We request that, following action by your governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that only the designated representatives of the boards will vote on issues at the league and section level that impact athletics. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 26, 2026, directly to your CIF Section Office.

2026-2027 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE** no later than **June 26, 2026**.

Alameda Unified School District _____ School District/Governing Board at its 9/22/2026 _____ meeting,
(Name of school district/governing board) (Date)
appointed the following individual(s) to serve for the 2026-2027 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL Encinal High School

NAME OF REPRESENTATIVE George Mitsopoulos POSITION District Athletic Director

ADDRESS 210 Central Ave CITY Alameda ZIP 94501

PHONE 510-748-4023 FAX _____ E-MAIL Gmitsopoulos@alamedaunified.org

NAME OF SCHOOL Encinal High School

NAME OF REPRESENTATIVE Kirstin Mitchell-Snyder POSITION Principal

ADDRESS 210 Central Ave CITY Alameda ZIP 94501

PHONE 510-748-4023 FAX _____ E-MAIL Ksnyder@alamedaunified.org

NAME OF SCHOOL Encinal High School

NAME OF REPRESENTATIVE Juanita Lyons POSITION Site Athletic Director

ADDRESS 210 Central Ave CITY Alameda ZIP 94501

PHONE 510-748-4023 FAX _____ E-MAIL Jlyons@alamedaunified.org

NAME OF SCHOOL Encinal High School

NAME OF REPRESENTATIVE Tim Zolezzi POSITION Assistant Principal

ADDRESS 210 Central Ave CITY Alameda ZIP 94501

PHONE 510-748-4023 FAX _____ E-MAIL Tzolezzi@alamedaunified.org

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name Pasquale Scuderi Signature _____

Address 2060 Challenger Drive City Alameda Zip 94501

Phone 510-337-7060 Fax _____

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Proclamation: Lesbian, Gay, Bisexual, Transgender, Queer/Questioning History Month - October

Item Type: Consent

Background: A resolution was first approved in 2013-14 by the Alameda Unified Board of Education declaring October LGBTQ History Month. Tonight we continue the tradition and present a proclamation to recognize October as LGBTQ History Month in AUSD.

AUSD LCAP Goals: 1. Eliminate barriers to student success and maximize learning time.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.

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	9/21/2026	Backup Material

PROCLAMATION
Lesbian, Gay, Bisexual, Transgender,
Queer/Questioning (LGBTQ) History Month
October

WHEREAS, Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) Americans have made and continue to make lasting contributions to strengthen the fabric of American society; and

WHEREAS, October holds historically significant days such as the first National March on Washington and also Coming Out Day; and

WHEREAS, the month of October has been established to remind all cultures within our wider community of the important roles LGBTQ people have taken in creating the social, historical, legal, and political worlds we live in today; and

WHEREAS, the Alameda Board of Education appreciates and recognizes the importance of LGBTQ History Month as an effective means of educating and calling to action the citizens of the City of Alameda to work together by fighting prejudice and discrimination in their own lives; and

WHEREAS, a knowledge of LGBTQ history enables LGBTQ students, families, and educators to be supported to uphold affirmative lives with dignity and respect; and

WHEREAS, in 2017 the Alameda Unified School District (AUSD), the City of Alameda, the Alameda Collaborative for Children, Youth, and their Families (ACCYF), the Alameda Chamber of Commerce, the Alameda Education Foundation (AEF), Alameda Family Services (AFS), the Alameda Education Association (AEA), the local California School Employees Associations (CSEA) Chapters 27 and 860, the Alameda Parent Teachers Association (PTA), and other civic leaders joined together in an “Everyone Belongs Here” campaign created by AUSD’s students and AUSD’s LGBTQ Round Table to voice a common call to action for LGBTQ rights, uniting us all in a social justice platform to uphold the rights of all people;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education recognizes and supports October as Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ) History Month.

PASSED AND ADOPTED by the following vote this 22nd day of September 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: World Teachers' Day - October 5, 2026

Item Type: Consent

Background: World Teachers' Day, created in 1994 by UNESCO, is held annually on October 5th and celebrates teachers worldwide. Its aim is to mobilize support for teachers and to ensure that the needs of future generations will continue to be met by teachers. This day is also an opportunity to draw attention to their status, employment conditions, and the needs of countries where teacher recruitment is not keeping pace with increased student enrollment.

Tonight the Alameda Unified School District's Board of Education proclaims October 5, 2026 as World Teachers' Day.

AUSD LCAP Goals:

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost): N/A

Recommendation: Approve as submitted.

AUSD Guiding Principle: #7 - All employees must receive respectful treatment and professional support to achieve district goals.

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

ATTACHMENTS:

Description	Upload Date	Type
☐ Proclamation	9/21/2026	Backup Material

PROCLAMATION
World Teachers' Day
October 5, 2026

WHEREAS, World Teachers' Day is an opportunity to mobilize support for teachers and to ensure that the needs of future generations will continue to be met by teachers; and

WHEREAS, this day is also an opportunity to draw attention to their status, employment conditions, and the needs of countries where teacher recruitment is not keeping pace with increased student enrollment; and

WHEREAS, World Teachers' Day shows appreciation, awareness, and understanding displayed for crucial contributions which teachers make to education;

NOW, THEREFORE, BE IT PROCLAIMED that the Alameda Unified School District Board of Education recognizes October 5, 2026 as World Teachers' Day.

PASSED AND ADOPTED by the following votes on this 22nd day of September, 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. 2026-2027.12 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 \$20,310.90.

Recommendation: Approve as submitted.

AUSD Guiding Principle: #1 - All students have the ability to achieve academic and personal success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #6 - Allocation of funds must support our vision, mission, and guiding principles.| #7 - All employees must receive respectful treatment and professional support to achieve district goals.

Submitted By: Shariq Khan, Assistant Superintendent of Business Services

ATTACHMENTS:

Description	Upload Date	Type
□ Attachment A	9/14/2026	Backup Material
□ Resolution No. 2026-2027.12	9/14/2026	Resolution Letter

BUDGET REVISIONS

(Budget Revisions affect Fund Balance;
Amounts are either added or subtracted from Fund Balance)

School/Dept	Description	Amount
Alameda HS	Donations	\$ 9,752.00
ASTI	Donations	\$ 1,425.00
Encinal Jr-Sr HS	Donations	\$ 20.00
Lincoln MS	Donations	\$ 8,118.90
Maya Lin	Donations	\$ 315.00
MOF	Donations	\$ 480.00
SPED	Donations	\$ 200.00

Total Donations \$ 20,310.90

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

September 22, 2026

Resolution No. 2026-2027.12

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 22nd day of September, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

Ryan LaLonde, President
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2026-2027.13 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-C 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. 2026-2027.13 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
❑ Exhibit A	9/15/2026	Exhibit
❑ Exhibit B	9/15/2026	Exhibit
❑ Exhibit C	9/15/2026	Exhibit
❑ Resolution No. 2026-2027.13	9/15/2026	Resolution Letter

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☒ **Transfer** ☐ Waste ☐ Recycle

Current Location

Wood Middle School

New Location

Maintenance Yard

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
11	Band Music Stands on stage	N/A	N/A	2 - Fair

Submitter Signature

Monica Blea

Approvals

Site Admin Signature

Jessica Lucio

Receiving Site Signature

Brian Addicott

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khan

Submitted By: Blea, Monica

Date Submitted: 8/31/2026

Form #: 95137

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☐ Waste ☒ **Recycle**

Current Location

Maya Lin Elementary

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
4	Steel cabinets	N/A	N/A	2 - Fair
1	Teacher Desk	N/A	N/A	OLD/Poor
3	Wooden Cabinets	N/A	N/A	3 - Retire/Poor
4	Steel Shelves	N/A	N/A	2 - Fair

Submitter Signature

**Approvals**

Site Admin Signature



Director Signature



Asst. Superintendent Signature

**Submitted By: Wiley, Noel****Date Submitted: 8/27/2026****Form #: 94821**

Property Transfer/Retirement Form

Alameda Unified School District

Type of request:

☐ Transfer ☒ **Waste** ☐ Recycle

Current Location

Wood Middle School

Property Item Type

Furniture/ Equipment

Item Details

Qty	Item Description	Model/Serial Number	Asset Tag	Condition
1	Very old electrical stage soundboard with case	N/A	N/A	3 - Retire/Poor
1	Large black mobile iron rack	N/A	N/A	3 - Retire/Poor

Submitter Signature

Monica Blea

Approvals

Site Admin Signature

Jessica Lucio

Director Signature

Brian Addicott

Asst. Superintendent Signature

Shahiq Khar

Submitted By: Blea, Monica

Date Submitted: 8/31/2026

Form #: 95182

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

September 22, 2026

Resolution No. 2026-2027.13

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 - 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 22nd day of September, 2026:

AYES: _____ MEMBERS: _____

NOES: _____ MEMBERS: _____

ABSENT: _____ MEMBERS: _____

Ryan LaLonde, President
Board of Education
Alameda Unified School District

ATTEST:

By: _____
Pasquale Scuderi, Secretary
Board of Education
Alameda Unified School District

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title: Enrollment Report: 20th Day 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.

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: 20 Day Enrollment Report_26-27 SY_9.22.26	9/15/2026	Presentation

20-Day Enrollment Report

**Kirsten Zazo, Assistant Superintendent
Educational Services**

September 22, 2026

Enrollment 2026-2027 – Day 20

Grade Level Comparisons - Totals (minus Pre school)

Grade	Actual Day 20 September 8, 2025 (TK- 12)	Actual Day 20 - September 8, 2026 (TK- 12)	Difference
TK-5	4,230	4,201	-29
6-8	2,055	2,095	+40
9-12 & Adult	3,062	3,136	+74
Total	9,347	9,432	+85

Enrollment 2026-2027 – Day 20

Elementary Schools

Year	Bay Farm (K-5)	Earhart (TK-5)	Edison (K-5)	Franklin (K-5)	Love (TK-5)
25/26 9/8/25	492	553	468	290	520
26/27 9/8/26	523	542	469	295	529
Difference	+31	-11	+1	+5	+9

Enrollment 2026-2027 – Day 20

Elementary Schools

Year	Maya Lin (TK-5)	Otis (K-5)	Paden (TK-5)	Ruby Bridges (TK-5)
25/26 9/8/25	470	551	381	505
26/27 9/8/26	476	474	373	515
<i>Difference</i>	+6	-77	-8	+10

Enrollment 2026-2027 – Day 20

Middle Schools

Year	Lincoln (6-8)	Wood (6-8)	Jr. Jets (6-8)
25/26 9/8/25	1,013	647	395
26/27 9/8/26	1,033	668	386
<i>Difference</i>	+20	+21	-9

Enrollment 2026-2027 – Day 20

High Schools

Year	Alameda HS (Including Adult Transition) (9-12)	ASTI (Including Adult Transition) (9-12)	Encinal Jr./Sr. HS (9-12)	Island HS (9-12)
25/26 9/8/25	1,839	222	965	53
26/27 9/8/26	1,861	223	985	38
Difference	+22	+1	+20	-15

Enrollment 2026-2027 – Day 20

Elementary Schools – Redirection

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
Bay Farm	0	0	0	0	0	0	0
Earhart	0	0	0	0	0	0	0
Edison		0	0	0	0	0	0
Franklin		0	0	0	0	0	0
Love	0	0	0	0	0	0	0

Students who began at a school and had to be redirected away from their homeschool

Enrollment 2026-2027 – Day 20

Elementary Schools – Redirection

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
Maya Lin		0	0	0	0	0	0
Otis		0	0	0	0	0	0
Paden	0	0	1	0	1	0	0
Ruby Bridges	0	0	0	0	0	0	0

Students who began at a school and had to be redirected away from their homeschool

Enrollment 2026-2027 – Day 20

Elementary Schools – Over/Under Capacity

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
Bay Farm	5	4	3	1	0	2	0
Earhart	3	1	1	1	6	4	3
Edison		1	10	2	4	1	0
Franklin		3	1	1	2	6	2
Love	0	1	1	1	6	5	1

Green = space available.

Red = neighborhood students waiting to get back into their homeschool.

Enrollment 2026-2027 – Day 20

Elementary Schools – Under/Over Capacity

	TK	K	1 st grade	2 nd grade	3 rd grade	4 th grade	5 th grade
Maya Lin		5	0	2	1	1	4
Otis		6	1	0	3	2	0
Paden	0	5	7	1	4	10	1
Ruby Bridges	1	10	0	2	0	10	1

Green = space available.

Red = neighborhood students waiting to get back into their homeschool.

Next Grade Level Comparisons

Grade	24-25	25-26	Difference	Grade	25-26	26-27	Difference
TK	266	327	+61	TK	327	331	+04
K	678	610	-68	K	610	602	-08
1	628	680	+02	1	680	637	+27
2	615	646	+18	2	646	679	-01
3	640	630	+15	3	630	662	+16
4	678	654	+14	4	654	634	+04
5	690	681	+03	5	681	677	+23
6	664	705	+15	6	705	684	+03
7	654	679	+15	7	679	737	+32
8	666	664	+10	8	664	692	+13
9	761	762	+96	9	762	782	+18
10	737	773	+12	10	773	775	+13
11	753	727	-10	11	727	781	+08
12	831	747	-06	12	747	741	+14
Total	9,261	9,285		Total	9,285	9,414	

Affidavits and Interdistrict* Transfers

- Total Affidavits:
 - Total Affidavits that needed to be Renewed: **393**
 - Total Affidavits that were Renewed: **270**
 - Total Affidavit Tags Removed: **22**
 - Total Affidavits that were No Shows: **11**
 - Total Affidavits still Outstanding: **111**
- Currently we have **125** inter-district transfer students attending AUSD schools. Out of the **125** inter-district transfers, **31** are employee's children.
- **2023** families enrolled for the 26/27 school year. *Out of the 2023 families, 0 are City of Alameda Employees.*
- **72** new Pre K- Adult students with an IEP were enrolled (TK-12=59, Pre K=13) **44** students also new to AUSD are now being assessed for SPED.
- **27** home checks completed in August and September (to date)

* *Interdistrict Transfers are for students residing outside of Alameda who want to attend an AUSD school.*

Intradistrict* Transfers

We currently have **341** intra-district transfers students within AUSD:

- Total Requests for the 26/27 school year: **529**
- Total Approved for the 26/27 school year: **63**
- Total Priority 1 (Health and Safety) requests: **11**
 - **6** approved
- Total Priority 2 (sibling) requests: **61**
 - **19** approved
- Total Priority 3 (all other) requests: **344**
 - **37** approved

** Intradistrict Transfers are for Alameda resident students who want to attend a school outside their “home” zone.*

New Enrollments (February – August 2024)

Schools	0	1	2	3	4	5	6	7	8	9	10	11	12	PK	TK	Grand Total
Edison	55	3	1	0	4	2										65
Earhart	60	5	0	2	0	0									40	107
Franklin	31	3	0	3	1	2										40
Love	41	8	23	5	8	7									48	140
Ruby Bridges	52	20	5	15	9	8									48	157
Bay Farm	41	3	5	3	7	7									36	102
Otis	76	1	2	0	0	1									46	126
Paden	37	4	4	8	3	2									46	104
Wood							33	7	13							53
Lincoln							23	8	10							41
Encinal							17	8	3	95	9	17	3			152
Alameda										78	8	12	7			105
Island										0	0	1	0			1
ASTI										22	2	0	1			25
Maya Lin	56	2	0	2	5	4										69
Other																
Grand Total	449	49	40	38	37	33	73	23	26	195	19	30	11		264	1,287

New Enrollments (February – August 2025)

Schools	0	1	2	3	4	5	6	7	8	9	10	11	12	PK	TK	Grand Total
Edison	47	2	0	0	1	2										52
Earhart	42	4	2	1	7	1									59	116
Franklin	39	4	0	2	1	2										48
Love	30	4	4	9	5	2									60	114
Ruby Bridges	42	20	10	17	9	8									52	158
Bay Farm	34	3	7	4	6	6									53	113
Otis	37	7	1	4	1	1									58	109
Paden	30	1	6	4	7	10									48	106
Wood							29	20	16							65
Lincoln							19	7	7							33
Encinal							8	2	5	39	11	7	8			80
Alameda										31	13	10	9			63
Island												1	4			5
ASTI										7	0	0	0			7
Maya Lin	53	1	19	2	6	5										86
Other																
Grand Total	354	46	49	43	43	37	56	29	28	77	24	18	21		330	1,155

New Enrollments (February – August 2026)

Schools	0	1	2	3	4	5	6	7	8	9	10	11	12	PK	TK	Grand Total
Edison	53	1	1	0	1	3										59
Earhart	20	3	6	1	0	2									62	94
Franklin	23	5	3	2	0	2										35
Love	27	3	2	0	5	2									80	119
Ruby Bridges	32	16	8	12	12	11									59	150
Bay Farm	26	7	3	7	6	1									79	129
Otis	31	4	6	2	3	3										49
Paden	19	1	1	2	5	4									60	92
Wood							48	19	13							81
Lincoln							14	9	9							32
Encinal							33	8	6	76	11	9	3			146
Alameda										61	8	9	5			83
Island											2	1				3
ASTI										6	0	0	0			6
Maya Lin	47	9	2	10	7	2										77
Other																
Grand Total																1,078

20-Day Enrollment Report

Board Discussion

ALAMEDA UNIFIED SCHOOL DISTRICT
BOARD AGENDA ITEM

Item Title:	Resolution No. 2026-2027.xx Certification of Requirement of Education Code Section 60119 for Pupil Textbooks and Instructional Materials for Grades K-12 for the 26-27 SY (5 Mins/Public Hearing/Information)
Item Type:	Public Hearing/Information
Background:	This Public Hearing and Board Resolution are a required routine annual review of textbook sufficiency in AUSD schools. School districts must ensure that they have fully complied with the requirements of Education Code Section 60119. In order to be eligible to receive funds available for the purposes of this article, districts must conduct an annual public hearing to determine whether each pupil in the district has sufficient textbooks or instructional materials, or both, that are aligned to the content standards adopted pursuant to Section 60605 in each of the following subjects, as appropriate, that are consistent with the content and cycles of the curriculum framework adopted by the state board: • Mathematics • Science • History-social science • English/language arts, including the English language development component of an adopted program Resolution No. 2026-2027.xx certifies that the District has adhered to all laws and to all State Board of Education rules, regulations, and policies regarding the purchase of instructional materials. Staff will seek final approval of this Resolution at the October 13, 2026 Board of Education Meeting.
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 and will return to the Board for approval at a subsequent meeting.
AUSD Guiding Principle:	#1 - All students have the ability to achieve academic and personal success. #2 - Teachers must challenge and support all students to reach their highest academic and personal potential. #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success. #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: Public hearing for Sufficiency of Pupil Textbooks and Instructional Materials_26-27 SY_9.22.26	9/15/2026	Presentation
☐ Notice of Public Hearing_9.22.26	9/15/2026	Backup Material
☐ DRAFT Resolution No. 2026-2027.xx for Sufficiency of Pupil Textbooks and Instructional Materials for the 26-27 SY	9/15/2026	Backup Material



Public Hearing: Sufficiency of Pupil Textbooks and Instructional Materials for Grades K-12 for 2026-27 SY

Kirsten Zazo
Asst. Superintendent of Educational Services
September 22, 2026

Ed Code

[Education Code §60119](#) states in part:

In order to be eligible to receive funds available for purposes of this article, the governing board of a school district shall take the following actions:

- Hold a public hearing and make a determination, through a resolution, as to whether each pupil in each school in the school district has sufficient textbooks and/or instructional materials that are aligned to the content standards adopted by the state board in each of the following subjects:
 - Mathematics
 - Science
 - History-Social Science
 - English Language Arts, including the English language development component of an adopted program

Ed Code, *cont...*

- The public hearing shall take place on or before the end of the eighth week from the first day pupils attend school for that year
- The governing board of a school district shall make a written determination as to whether each pupil enrolled in a world language or health course has sufficient textbooks or instructional material that are consistent with the content and cycles of the curriculum frameworks adopted by the state board for those subjects. The governing board shall also determine the availability of laboratory science equipment as applicable to science laboratory courses offered in grades 9-12, inclusive.

Notice of Public Hearing

Additionally, per [Education Code §60119](#):

- The governing board of a school district shall provide 10 days notice of the public hearing
- The notice shall contain the time, place, and purpose of the hearing and shall be posted in three public places in the school district
- The hearing shall be held at a time that will encourage the attendance of teachers, and parents and guardians of pupils who attend the schools in the school district and shall not take place during or immediately following school hours

The [Notice of Public Hearing](#) was posted between September -- and September -- to:

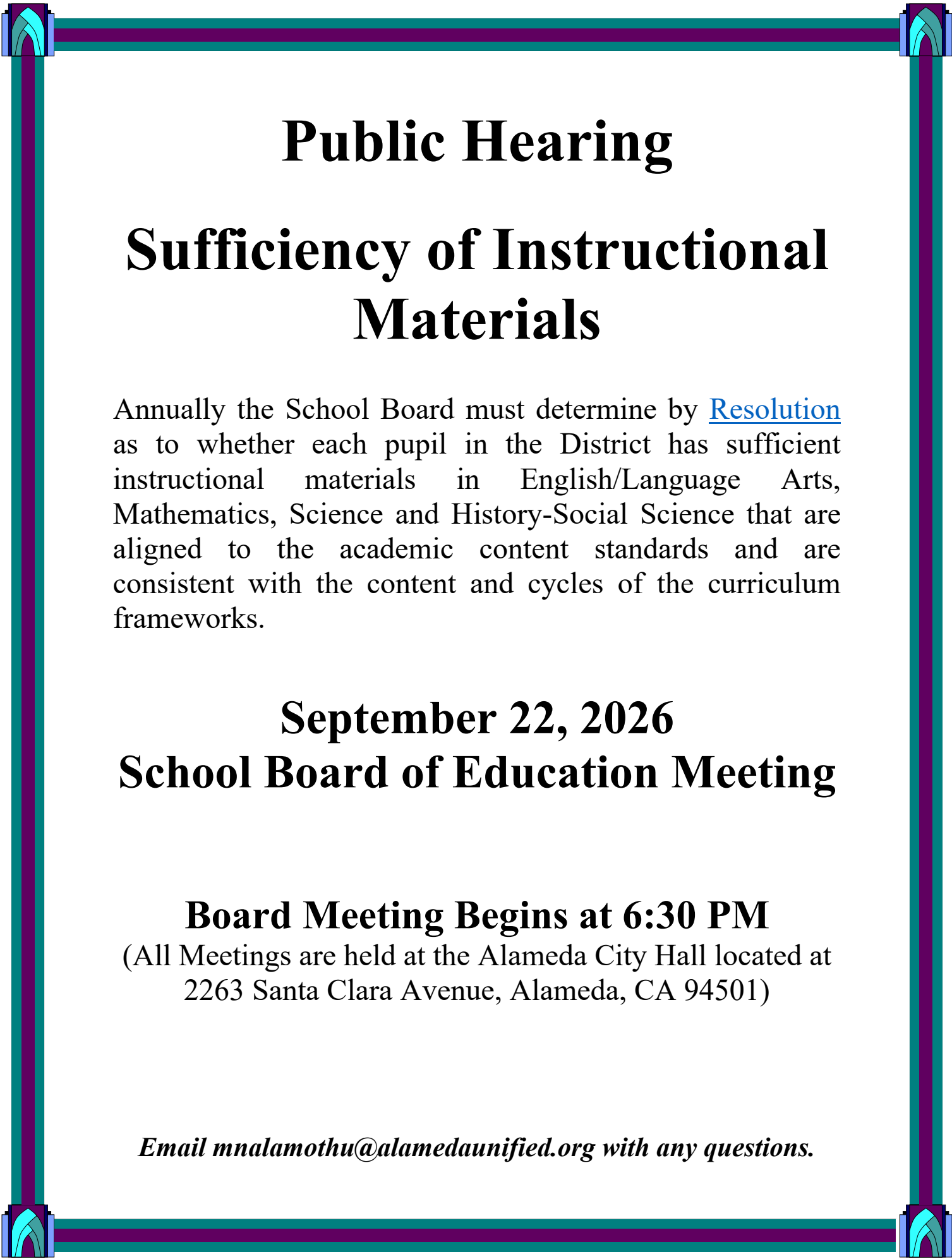
1. The [Alameda Unified School District Website](#)
2. The [City of Alameda](#) Website
3. The [Alameda Free Library](#) Website
4. The kiosk at the District Office

Timeline

- Notice of Public Hearing: 10 days prior to the public hearing
- Public Hearing: September 22, 2026
 - October 6th marks the completion of 8 weeks of the school year
- Approval of Resolution: October 13, 2026
 - Includes sign off by school site Principals

Sufficiency of Pupil Textbooks and Instructional Materials

Board Discussion



Public Hearing

Sufficiency of Instructional Materials

Annually the School Board must determine by [Resolution](#) as to whether each pupil in the District has sufficient instructional materials in English/Language Arts, Mathematics, Science and History-Social Science that are aligned to the academic content standards and are consistent with the content and cycles of the curriculum frameworks.

September 22, 2026
School Board of Education Meeting

Board Meeting Begins at 6:30 PM
(All Meetings are held at the Alameda City Hall located at
2263 Santa Clara Avenue, Alameda, CA 94501)

Email mnalamothu@alamedaunified.org with any questions.

ALAMEDA UNIFIED SCHOOL DISTRICT
Alameda, California
Resolution

October 13, 2026

Resolution No. 2026-2027.xx

RESOLUTION ON SUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the Governing Board of Alameda Unified School District, in accordance with the requirements of Education Code 60119, held a public hearing on September 22, 2026, at approximately 7:00 pm, which is on or before the eighth week of school and which did not take place during or immediately following school hours; and

WHEREAS, the Board provided at least 10 days' notice of the public hearing by posting in at least three public places within the district stating the time, place, and purpose of the hearing, and

WHEREAS, the Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing; and

WHEREAS, information provided at the public hearing detailed the extent to which sufficient textbooks or other instructional materials were provided to all students, including English learners, in the Alameda Unified School District; and

WHEREAS, the definition of sufficient textbooks or instructional materials means that each student, including each English learner, has standards-aligned textbooks and/ or instructional materials to use in class and to take home, which may include materials in a digital format as long as each student, at a minimum, has and can access the same materials in the class and at home as other students in the same class or course in the district, but shall not include photocopied sheets from only a portion of a textbook or instructional materials copied to address a shortage; and

WHEREAS, textbooks or instructional materials in core curriculum subjects should be aligned with state academic standards and/or the Common Core State Standards adopted by the State Board of Education, and

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English Learners, which are aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks within the following subjects:

- Mathematics
- Science
- History-Social Science
- English/Language arts, including the English Language Development component of an adopted program; and

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes; and

WHEREAS, laboratory science equipment was available for science laboratory classes offered in grades 9-12, inclusive;

NOW, THEREFORE, BE IT RESOLVED, that for the 2026-2027 school year, the Alameda Unified School District has provided each student, including each English learner, with sufficient standards-aligned textbooks or other instructional materials that are consistent with the cycles and content of the curriculum frameworks; and

BE IT FURTHER RESOLVED, that the Superintendent or designee, on behalf of the Board, shall submit a copy of this resolution to the County Superintendent of Schools within three business days of the hearing.

PASSED AND ADOPTED by the following votes on this 13th day of October, 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: Candidate Interviews and Selection for Provisional Appointment to Fill Vacant Board Seat (60 Mins/Action)

Item Type: Action

Background: Following the August 12, 2026 resignation of Board Clerk Jennifer Williams, there is now one vacant seat on the Board of Education. Under California Education Code, the Board had two options for filling the vacancy:

1. Holding a special election, or
2. Appointing a qualified community member to serve for the remainder of the term.

At its August 25th regular meeting, the Board voted unanimously to fill the vacancy through the appointment process. This means the Board will select and appoint a new member to serve until November 2028, when Ms. Williams' original term would have ended.

Applications for the open seat were made available to the public on August 26th, and were due by 5:00 p.m. on September 11th. A total of thirteen (13) community members applied (listed alphabetically):

1. Emily Allegrotti
2. Omar Azeb
3. Erick O. Bell
4. Doug Biggs
5. Joyce Boyd
6. Lauren Cook
7. Neil Dandavati
8. Hannah Groce
9. Jessica Kang
10. Francisco Lira
11. Mike McMahon
12. Natasha Naidoo
13. Milad Nazeri

After confirming that all applicants met the eligibility requirements* to serve, Board President Ryan LaLonde and Superintendent Pasquale Scuderi reviewed the applications and three candidates were selected to attend Tuesday's meeting, where they will be interviewed publicly by the current Board.

The candidates selected to be interviewed are:

1. Erick O. Bell
2. Doug Biggs
3. Joyce Boyd

Following opening statements from the candidates, the Board will discuss and deliberate with the goal of selecting one candidate for provisional appointment to the vacant seat.

The selected candidate will be officially sworn in at the Board's regular meeting on October 13, 2026.

** Eligibility to serve includes being aged 18 or over, a registered voter, and resident within the Alameda Unified School District boundaries.*

AUSD LCAP Goals:

1. Eliminate barriers to student success and maximize learning time.| 2a. Support all students in becoming college and career ready.| 2b. Support all English Learners (ELs) in becoming college and career ready.| 3. Support parent/guardian development as knowledgeable partners and effective advocates for student success.| 4. Ensure that all students have access to basic services.

Fund Codes:

Fiscal Analysis

Amount (Savings) (Cost):

Recommendation:

Other

The Board will interview candidates and take action to select a provisional Board of Education member. The provisional Board member selected will be sworn in at the October 13, 2026 Board of Education meeting.

AUSD Guiding Principle:

#1 - All students have the ability to achieve academic and personal success.| #2 - Teachers must challenge and support all students to reach their highest academic and personal potential.| #3 - Administrators must have the knowledge, leadership skills and ability to ensure student success.| #4 - Parental involvement and community engagement are integral to student success.| #5 - Accountability, transparency, and trust are necessary at all levels of the organization.| #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:

Board of Education
