ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
July 09, 2020

Thursday, July 9, 2020
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #1-20/21
PURSUANT TO GOVERNOR GAVIN NEWSON'S EXECUTIVE ORDERS NOS. N-29-20 AND N-33-20, AND IN ORDER TO NOT PREVENT, HINDER, OR DELAY APPROPRIATE ACTIONS TO PREVENT AND MITIGATE THE EFFECTS OF THE COVID-19 PANDEMIC, THE July 9, 2020, REGULAR BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN OPEN SESSION THROUGH THE FOLLOWING MEANS:
1. Send Email to- publiccomment@arusd.org
2. Text message to phone number- 408-963-0058 (No Voicemail or No call).
3. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comments.
4. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting https://zoom.us/j/94687330005
One tap mobile
+4086380968, Meeting ID:94687330005# US (San Jose)
+16699006833, Meeting ID:94687330005# US (San Jose)
THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv
2. Live stream - Youtube Spanish Channel
https://arusd.org/alumrocktvesp
In compliance with the Americans with Disabilities Act and Executive Order N-29-20, if you need Special Assistance, Disability-Related modifications or accommodation, including auxiliary aids or services, in order to participate in the Regular Board Meeting of the Board of Trustees, please contact the office of the District Superintendent at (408) 928-6822 or by email at maribel.carrillo@arusd.org immediately and the district will make reasonable arrangements to ensure accommodation and electronic accessibility to this meeting.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE -- BOARD PRESIDENT ERNESTO BEJARANO.

1.02 DISCUSSION AND/OR 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

2. SPECIAL PRESENTATION-DISCUSSION, CONSIDERATION AND ACTION.

2.01 Presentation of the Citizen's Bond Oversight Committee (CBOC) Annual Report (Information Only).

2.02 ACTION:REOPENING OF SCHOOLS MODEL FOR FALL 2020.

3. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

3.01 REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak to the Board about any matter under the jurisdiction of the Board and not otherwise on the agenda. Those who wish to address specific agenda items will have an opportunity to do so when that agenda item is introduced and presented during this meeting. Individuals wishing to speak are requested to submit a comment or request for comment as specified above. There is a two-minute time limit for each speaker. The Board will automatically refer to staff any formal written requests that are brought before them at this time. Written matters may be placed on a future meeting.

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Administrator's Association (ARAA).

4.04 Alum Rock Educator's Association (AREA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

5. CONTRACTS EXTENSIONS OVER $100,000--BOARD DISCUSSION AND/OR ACTION (The Board may take an action on any item in this section, unless it is designated for information only.)

5.01 ACTION: Approve Contract Extension/Increase for the 2019/2020 SY with Gold Star Foods for the purchase of individually wrapped and shelf stable food items that were needed for "grab and go" meal distribution during school closures due to Covid-19, CNS, $215,000.

6. CONTRACTS OVER $100,000--BOARD DISCUSSION AND/OR ACTION (The Board may take an action on any item in this section,unless it is designated for information only.)

6.01 ACTION: Approve Contract with Illuminate Education, Inc., this is an online data and assessment platform to monitor and assess achievement, SEL, attendance and interventions, Academic Services, $183,293.97

6.02 ACTION: Approve Contract with Levered Learning, Inc., to provide an instructional program for upper elementary mathematics, with a focus on supporting instruction of all Common Core standards for the district's 3rd-5th grade classrooms, Academic Services, $119,557.50

6.03 ACTION: Approve Contract with Santa Cruz/Silicon Valley New Teacher Project, will partner with Alum Rock Union School District in conducting Induction programs according to state standards. Academic Services, $156,000.00

6.04 ACTION: Approve Contract with Crystal Creamery Dairy, for the purchase of juice and dairy products, along with services as needed which will support the breakfast, lunch programs during the 2020-2021 SY, Child Nutrition, $520,000.00

6.05 ACTION: Approve Contract with Daylight Foods Inc., for the purchase of fresh and seasonal fruits and vegetables that will support the breakfast, lunch programs during the 2020-2021 SY, Child Nutrition, $400,000.00

6.06 ACTION: Approve Contract with Gold Star Foods, Inc., for the purchase of commercial food products and paper supplies that will support the breakfast, lunch and supper meal requirements along with the smart snack food sales, Child Nutrition, $800,000.00

6.07 ACTION: Approve Contract with Gold Star Foods, Inc.,SLIC for the distribution of all raw based food commodities to various USDA approved manufactures on behalf of Alum Rock School District. SLIC will assign USDA commodities with Gold Star Foods, Inc, Child Nutrition, $1,400,000.00

6.08 ACTION: Approve Contract with P & R Paper Supply Co, who will provide all paper supplies. This includes but not limited to trays, sporks, foil pans, paper towels, gloves, hairnets, cleaning supplies, etc. Items are needed to prepare and serve meals in a safe manner, Child Nutrition, $250,000.00

7. SUPERINTENDENT / BOARD BUSINESS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

7.01 Resolution # Black Lives Matter (AREA)

7.02 Board Policy 0450, Comprehensive Safety Plan – Second Reading

7.03 Board Policy 5141.4, Child Abuse Prevention and Reporting – Second Reading

7.04 Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Student Interactions – First Reading

7.05 Board Policy 5125, Student Records – First Reading

7.06 Board Policy 1312.1, Complaints Concerning District Employees – First Reading

7.07 Approve District Energy Savings Solar Power Agreement. (Board President Ernesto Bejarano)

8. BUSINESS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

8.01 Approve First Amendment to Premises Use Agreement Between the District and City of San Jose to Allow the City's Office of Emergency Management to Use Certain Facilities Owned by the District During Emergencies for Shelter or Mass Care Services.

8.02 Approve Resolution No. 05–20/21 Temporary Interfund Transfer.

9. HUMAN RESOURCES-- BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

9.01 INFORMATION Regarding Resignations.

9.02 Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2019 - June 30, 2020.

9.03 Resolution # 42-19/20 Reduction or Elimination of Classified Services

10. CONSENT CALENDAR-- BOARD DISCUSSION AND/ OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

10.01 Approve Acceptance of Donations.

10.02 Approve Acceptance of Vendor & Payroll Warrants.

10.03 Approve Acceptance of Grant/Award Notification.

10.04 Approve/Ratify Notices of Employment and Changes of Status/July 9, 2020/Human Resources Department

10.05 Approve Contracts for Professional Services - Firm/Organizations

10.06 Approve Memorandum(s) of Understanding

10.07 Quarterly Report on Williams Uniform Complaints

11. CLOSED SESSION

11.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 9:00 p.m. Open Session will resume at conclusion of Closed Session.

11.02 ANNOUNCEMENT AND PUBLIC COMMENTS REGARDING ITEMS TO BE DISCUSSED IN CLOSED SESSION (Government Code Section 54957.7).

11.03 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California School Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Jess Serna, Lead Negotiator.

11.04 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Jess Serna, Lead Negotiator.

11.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Jess Serna, Lead Negotiator.

12. RECONVENE TO OPEN SESSION-DISTRICT OFFICE BOARD ROOM

12.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

13. RECEIVE REPORTS

14. FUTURE BOARD AGENDA REQUESTS

14.01 Requests from Board of Trustees and/or from the Public. Requests shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the scheduled meeting date. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue. BB 9322

15. ADJOURNMENT

15.01 President adjourns the meeting.

16. NEXT MEETING(S)

16.01 August 13, 2020 (2020-21 School Year).

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 2.01
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2020

Subject: **Citizen's Bond Oversight Committee Report**

Staff Analysis: The Measure J and Measure I Independent Citizen's Bond Oversight Committee (CBOC) will present its Annual Report. The report will reflect the Committee's oversight of Bond projects and expenditures between July 1, 2018 through June 30, 2019. The report will be presented by the committee members.

*****FOR INFORMATION ONLY*****

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

FOR INFORMATION ONLY

2.01
Agenda Placement

Hilaria Bauer, Ph.D.,
Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2019 Annual Report of the Citizens' Bond Oversight Committee

ALUM ROCK UNION SCHOOL DISTRICT
2018 / 2019 FISCAL YEAR

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2019 ANNUAL REPORT OF THE CITIZENS' BOND OVERSIGHT COMMITTEE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2018/2019 FISCAL YEAR

The Alum Rock Union Elementary School District in San Jose is nestled in the beautiful foothills of the Santa Clara Valley in the San Francisco Bay Area. Alum Rock is a family-oriented community committed to its children and schools, and serves a student body of more than 9,400 rich in racial, ethnic, and cultural diversity. Many families are active in supporting the educational community.

The district has successfully forged partnerships with programs such as Verizon Innovative Learning, which provides free technology, free internet access, and hands-on learning experiences to students at five of our middle schools; Code to the Future, which gives students in five of our schools a comprehensive computer science immersion program; and the New Tech Network, which helps students utilize advanced technology to solve problems and learn through research, experience, collaboration and creativity in two of our schools.

ARUSD is proud to offer two dual language schools, where students achieve bilingual proficiency and to develop multicultural competencies through a rigorous English and Spanish dual language instruction program. The District also contains two STEAM

We are pleased to deliver the Citizens' Bond Oversight Committee's 2019 Annual Report to the Alum Rock Community. This Annual Report will include a response to the bond performance and financial audits. The Citizens' Bond Oversight Committee (CBOC) currently oversees funds from Measure J, and is also responsible for oversight of Measure I, where bonds have yet to be issued.

Figure 1: The CBOC and District staff on a site visit to Dorsa Elementary

INTRODUCING THE CBOC

California Proposition 39, known as the School Facilities Local Vote Act, passed November 7, 2000. Prop 39 reduced the threshold needed to pass local California school district bond issues from a two-thirds supermajority vote to a 55 percent vote. California Education Code Section 15728 establishes requirements for a Citizen's Bond Oversight Committee to be established when bond measures are passed under Prop 39. This is a committee of local residents whose main charge is to inform the public of how their bond dollars are spent.

The California Education Code specifies requirements for seven committee members: a member of a business organization, a parent of an ARUSD student who is also a member of a parent organization, a member of a taxpayers' organization, a member of a senior citizens' organization, a parent of an ARUSD student, and two at-large community members. The CBOC does not currently have a limit on the number of members beyond those required by law, and accepts applications for membership at all times. Applications are available in Spanish and English on the ARUSD website. Community members with experience in construction, accounting, bookkeeping, working with contractors, or any related fields are especially encouraged to apply. The CBOC holds regular meetings each month.

The CBOC actively reviews and reports on the expenditure of taxpayers' money for school construction to ensure the bond funds are spent in accordance with the provisions of the Bond. The CBOC is accountable to the public and is not under the authority of the ARUSD Board. The CBOC's purpose is oversight of the bond program, transparency, and communication with the public about bond expenditures. It does not have authority to choose, prioritize, or direct bond projects. During the 2018/ 2019 fiscal year, your committee was comprised of 7 appointed members, including a chairperson and vice chairperson. District staff provide technical and administrative assistance to the committee.

Position	Name	Member Since
Chair (Parent/ PTA)	Alison Cingolani	2017
Vice Chair (Taxpayers Organization)	Minh Pham	2017
Secretary (Community at Large)	Robert Duran	2018
Member (Parent)	Flor DeLeon	2018
Member (Business Association)	Vacant	
Member (Community at Large)	Gabrielle Jeanpierre	2018
Member (Senior Citizens Organization)	Ellen Pulskamp Turner	2019

COMMITTEE ACTIVITIES

The committee convened and participated in several key activities central to their main charge, such as preparing the Annual Report and reviewing program expenditures and annual audits. The CBOC met on 8 occasions during the 2018/2019 fiscal year. At times the Committee experienced challenges maintaining a quorum due to committee vacancies, but ultimately achieved full membership. Recruitment to fill vacancies was done through web and direct outreach at Board meetings and meetings of other parent committees, and by individual recruitment. Proceedings of CBOC meetings included:

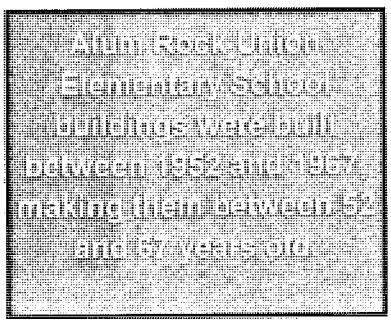
- Appointment and Election of Chair, Vice Chair, and Secretary
- Review of Financial and Performance Audit
- Review of Roles and Responsibilities
- Review of Ballot Languages for Bond Measures
- Review of Brown Act Requirements
- Review of Project Status Reports
- Review of Expenditure Reports
- School Site Visit

ABOUT MEASURE J

Measure J was on the November 6, 2012 ballot where it was approved by 18,442 votes or 79.43%. The bond was issued for $125 million.

The Ballot Language:

"To improve neighborhood schools by removing mold and asbestos; fixing leaky, deteriorated roofs; replacing inefficient/ aging heating, ventilation, and electrical systems to save money; improving fire safety/ security; updating computer technology/ science labs for 21st century learning; repairing aging restrooms; and acquiring, constructing, and repairing sites/ facilities, shall Alum Rock Union Elementary School District issue $125 million in bonds at legal rates with required independent financial audits, citizens' oversight and no money for administrators' salaries?"



ABOUT MEASURE I

Measure I was on the June 7, 2016 ballot where it was approved by 12,461 voters or 78.75%. The bond was approved for approximately $140 million.

According to California's Education Code, bond funds must be spent exactly as approved by voters. The CBOC examines all bond spending to ensure it is spent in accordance with the law, and reports to the Alum Rock community.

The Ballot Language:

"To improve local neighborhood schools, fix leaky, deteriorated roofs, improve fire safety, repair/upgrade classrooms, improve student safety and security, renovate outdated restrooms, upgrade heating/ventilation/electrical systems for energy efficiency, and computer technology, shall $139,999,671.60 of Alum Rock Union Elementary School District bonds approved by the voters in June 2008, be reapproved at legal rates to renovate, acquire, construct, repair classrooms, sites, facilities/equipment, with independent audits, citizens' oversight, no money for administrators' salaries and all money controlled locally?"

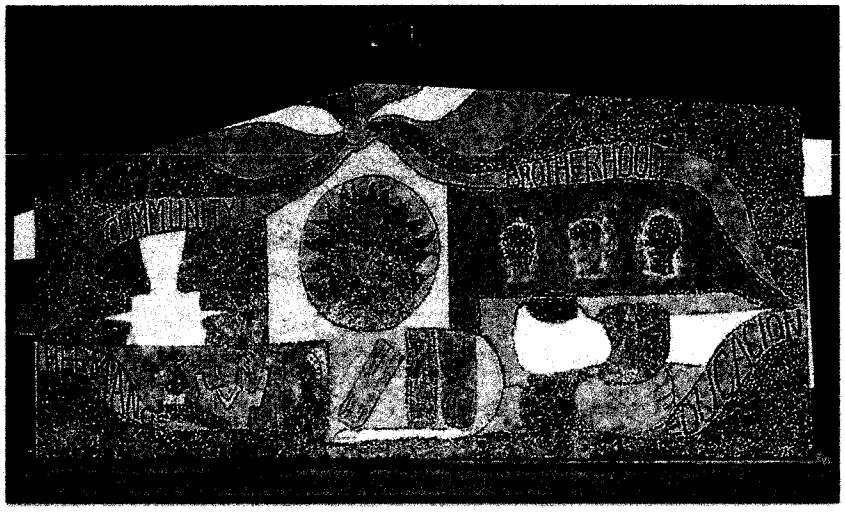


Figure 2: A mural at LUCHA Elementary (1964)

NEEDS OF ARUSD FACILITIES

During the 2018/ 2019 fiscal year, ARUSD was made up of 25 district schools, most of which were built in the fifties and sixties. In addition, ARUSD owns facilities leased by 3 charter schools, and is responsible for maintaining those buildings.

As district facilities age, it becomes critical to invest in infrastructure projects such as renovating bathrooms, roofing, and adding or modernizing HVAC systems. This investment is key to maintaining a safe and welcoming environment for our community's children to learn and our educators to work.

In 2018, the District hired a contractor to conduct a thorough facilities needs assessment. The CBOC expects that much of the future facilities work will address issues identified during the assessment, most of which were caused by ageing building infrastructure.

In addition, the Board that was seated through November 2018 had begun planning for new multipurpose buildings to be built at George and Fischer, and the refurbishment of the former MACSA community center adjacent to Mathson Middle School, although those projects have been placed on an indefinite hold.

The age of Alum Rock's buildings will continue to create the need for more capital investment over time.

District Schools	
Adelante Dual Language Academy	1967
Alum Rock District Office	1962
Aptitud Community Academy at Goss	1961
Arbuckle/ Adelante II	1961
Cassell Elementary	1963
Chavez Elementary	1962
Cureton Elementary	1952
Dorsa Elementary	1960
Fischer Middle School/ Renaissance I	1960
George Middle School	1969
Hubbard Media Arts Academy	1959
Linda Vista Elementary	1959
LUCHA Elementary	1964
Lyndale Elementary	1959
Mathson Institute of Technology/ Renaissance II	1960
McCollam Elementary	1959
Meyer Elementary	1962
Ocala STEAM Academy	1972
Painter Elementary	1961
Russo McEntee Academy	1956
Ryan STEAM Academy	1967
San Antonio Elementary	1967
Sheppard Middle School	1961
Alpha (formerly Slonaker)	1962
KIPP Heartwood (formerly Miller)	1959
Escuela Popular (formerly Pala)	1960

During the 2018/ 2019 fiscal year, bond projects were in the process of winding down due to lack of available bond funding, as Measure I bonds have not been issued. Generally, the school year is spent planning, reviewing, and getting all the required permits and approvals, so that as much as possible, the actual construction work can be accomplished while school is closed for the summer. There are a large number of agencies that are involved in planning and approving these projects. The city is involved in traffic flow analysis and permits. The Division of the State Architect reviews and approves all the building plans and issues permits to the School District. The federal government is involved indirectly, as the *Americans with Disabilities Act* imposes additional requirements on construction. These processes can entail several months of reviews and revisions before final approval.

While all of our school sites require investment, it is necessary to prioritize work to ensure our bond dollars are spent where most needed. Projects completed during the 2017-2018 fiscal year were prioritized based on a needs assessment conducted in 2008, inspections performed by the district maintenance department staff, and feedback from school site staff. The Bonds, Facilities and Finance subcommittee of the Board of Trustees reviews needs and provides recommendations to the Board, which makes final decisions on which projects move forward. During the 2018-2019 fiscal year, this subcommittee was chaired by Trustee Dolores Marquez. The Citizens' Bond Oversight Committee has no authority to prioritize or direct the expenditure of bond money.

CONDITIONS IMPACTING THE ARUSD BOND PROGRAM 2018 / 2019

Beginning in 2016 and continuing through 2018, audits and investigations conducted by multiple outside agencies expressed concern about poor Board governance, repeated instances of the Board and district staff not following Board and district policy, and a lack of internal fiscal controls at the district level. These include the Financial Crisis & Management Assistance Team (FCMAT) Audit (2016 / 2017), the Santa Clara County Civil Grand Jury Report (2017 / 2018), the district's own Annual Bond Fiscal and Performance Audits (completed annually by an outside auditing firm), and the Joint Legislative Audit Committee (2018 / 2019). All audits identified similar issues, but only the district's audits have been repeated, allowing the community to see progress on individual audit recommendations. All other audits were completed only once, so the progress of the Board and district on specific audit recommendations is sometimes difficult for the CBOC to measure.

Standard & Poor's downgraded the District's credit rating as a result of audit findings in October 2017, making the issuance of bonds far more expensive to district taxpayers. In March of 2018, the Santa Clara County Board of Education (SCCOE) assumed stay and rescind power over any of the Board's financial decisions that could put the District

at further risk. SCCOE also appointed a Fiscal Advisor to assist the Board and District in making more fiscally prudent decisions and implementing necessary controls. Because of concerns about Board governance and District fiscal controls, SCCOE declined to approve the Board's attempts to issue Measure I bonds.

Although the District has made great strides in correcting operational weaknesses with the support of SCCOE, and three of the five Board members were replaced during or after the 2018 elections, there was still not enough bond money available during the 2018-2019 fiscal year to fund the district's remaining projects. Specifically, ongoing HVAC needs, multipurpose buildings, and other timely projects meant to improve already aging and deteriorating school infrastructures.

BOND PROJECTS ACTIVE IN 2018 / 2019

There were no new projects started or completed in the fiscal year July 2018 to June 2019 with Measure 'J' funds, because there were not adequate funds to complete any of the priority facilities projects.

The only bond-related expenses are outlined in the table below. Under most circumstances, salaries of District staff cannot be paid using bond monies, unless that staff time was dedicated completely to administering the bonds program. The salaries noted below funded the position of the former Director of Bonds and Facilities, clerical and bookkeeping work, and administrative support for the Bonds Program Performance Audit and Financial Statements, conducted by independent auditor, Crowe LLP.

Bond Expenses 2018-2019	Cost
Beginning Measure J Bond funds, as of July 1, 2018	$26,354,656
Money spent on Salaries	-$224,253
Money spent on Benefits	-$99,788
Money spent on Contract Services	-$27,958
Revenue generated from interest to cover expenses	+$121,058
Ending Measure J Bond funds, as of July 1, 2019	$26,123,715

Additionally, a needs assessment was completed in June 2018, which highlighted items that will eventually need to be addressed due to aging infrastructure and potential safety hazards. The district took immediate measures to complete repairs that posed immediate safety issues at schools but lack the funds to address other needs regarding the aging infrastructure until Measure I Bonds are issued.

HVAC SYSTEMS:

The installation of HVAC systems at LUCHA and Dorsa were planned and begun in the 2016 / 2017 fiscal year, and were completed in the 2017 / 2018 fiscal year. However, a year after the construction was completed the HVAC systems began to experience malfunctions. When the district attempted to exercise the manufacturer's warranty, they discovered that the systems were not properly installed, invalidating the warranty. As a result the HVAC systems at LUCHA and Dorsa have been part of ongoing litigation which the district cannot discuss until it has been resolved.

On the CBOC site visit of LUCHA and Dorsa in November 2019, observers could see discoloration in ceiling tiles that we were told were coolant and other lubricants that have been leaking from the HVAC systems infrastructure. Both district and school administrators fear that continued use of HVAC systems while compromised could do structural damage to buildings, in addition to further compromising the HVAC systems. The District had to incur additional costs to be able to get the system functioning; however, a permanent fix is still needed.

Figure 3: Leaking refrigerant can be seen saturating ceiling tiles in a classroom at Dorsa Elementary

The process for HVAC installations at Arbuckle, Cureton, McCollam, Russo McEntee, and Ryan was begun in the 2017 / 2018 fiscal year, but installation was not able to be completed due to lack of bond funds. Plans and recommendations for each of the five school sites were drawn up by an architect. The next step in the installation process was a Request for Proposal (RFP), when the district publicized the scope and details of

the projects and invited construction companies to submit proposals including cost. When the HVAC projects bids were received, it was apparent that the District did not have adequate funds to complete any of the projects without issuance of Measure I bonds, which they were not permitted to issue for the reasons noted in the section "Conditions Impacting the ARUSD Bond Program 2018 / 2019." All five of these schools remain without permanent HVAC systems, although all five schools without permanent HVAC systems have temporary air conditioning units in place.

MULTIPURPOSE BUILDINGS:

For reasons noted in the section "Conditions Impacting the ARUSD Bond Program 2018 / 2019," there continues to be inadequate bond money available to move forward with the construction of any new multipurpose buildings or the restoration of the existing multipurpose building.

The Board will eventually need to make a decision about what to do with the former Mexican American Community Services Agency (MACSA) building, which sits on land belonging to the District adjacent to Mathson Middle School. The building reverted to the District following the collapse of MACSA in 2016. It has been vacant since then and been repeatedly vandalized, but contains many culturally significant murals in good condition. The Board will need to decide if the building should be demolished, or is worth a substantial amount of reinvestment to complete its restoration of the space. The building holds classrooms and meeting rooms, a clinic, a commercial kitchen, daycare, full-size gymnasium and locker rooms, priceless community art, and large parking lot.

Figure 4: The CBOC and District staff view some of the many intact murals at the former MACSA building

SUMMARY OF MEASURE J PERFORMANCE AUDIT, FINANCIAL STATEMENTS, AND INTERNAL CONTROLS REPORT

PERFORMANCE AUDIT SUMMARY:

The independent auditing firm Crowe LLP drafted and submitted a performance audit of Measure J General Obligation Bonds for the fiscal year beginning July 1st, 2018 and ending June 30th, 2019 on February 4th, 2019 to the Board of Trustees of the Alum Rock Union Elementary School District. This audit is mandated under the requirements of Proposition 39 (2000), under Section 1(b)(3) C of Article 13A of the California Constitution.

The scope of the audit was based on a list of all identified Measure J project expenditures for Fiscal Year 2018-19, which totaled $351,999. The methodology used by the auditing firm included verifying the mathematical accuracy of the expenditure list and reconciling it to those reported by the District in its audited Measure J Bonds financial statements for Fiscal Year 2018-19. Crowe LLP selected a sample of expenditures totaling $125,756. This data set was selected to provide a representation of data across specific expenditures covering construction projects, vendors, and covered 36% of the fiscal year's total spending. Salaries of district employees, to the extent that they performed administrative oversight on construction projects authorized

by a voter approved bond measure were included per California State Attorney General's Opinion 04-110 of November 9, 2004.

Based on the information provided, the auditing firm concluded that "in all significant respects, the District expended Measure J General Obligation Bond funds for Fiscal Year 2018-19 only for the specific projects developed by the Board of Trustees and approved by the voters in accordance with Proposition 39, per Section 1(b)(3)(C) of Article 13A of the California Constitution.

FINANCIAL STATEMENT SUMMARY:

To support the performance audit, the auditing firm performed an audit of the District's financial statements of the "Balance Sheet" and "Statement of Revenues, Expenditures, and Change in Fund Balance" for the period of July 1st, 2018 through June 30th, 2019. Currently, there is $26,185,860 in assets (which includes $15,720,857 in cash at the County Treasury, $30,446 in "Receivables," and $10,434,557 in "Inter-Fund Transactions" which consisted of a transfer of $10,434,557 borrowed by the District to temporarily finance Measure I construction projects until the issuance of General Obligation Bonds authorized by Measure I).

As for the "Statement of Revenues, Expenditures, and Change in Fund Balance," there were revenues of $121,058 for Fiscal Year 2018-19, all of which were derived from interest. There were expenditures of $351,999 composed of $224,253 in salaries, $99,788 in benefits, and $27,958 for contract services. During Fiscal Year 2018-19, there was a deficiency of revenues that was insufficient to cover expenditures, thus the District transferred $230,941 from separate funds. Though the expenditures deducted $230,941 from the existing fund balance of $26,354,656 on July 1st, 2018, the transfer of funds from the district covered the deduction and reduced the existing fund balance by $230,941, thus leaving the Measure J Bond fund balance at $26,123,715 as of June 30th, 2019.

INTERNAL CONTROLS REPORT SUMMARY:

Included with the audit of the financial statements for Measure J General Obligation Bonds for Fiscal Year 2018-19, the auditing firm performed a report on "internal control over financial reporting and other matters based on an audit of financial statements performed in accordance with Government Auditing Standards."

The reason for this report on internal controls was to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing the auditing firm's opinion on the financial statement. Though there were no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*, there were deficiencies in internal control which together were determined to be a material weakness. ***The deficiencies that collectively form the material weakness noted in the 2017-2018 audit (the previous completed) are as follows***:

- The District has outsourced both bond program and construction management services to a third-party vendor. As part of that contract, the vendor is to provide documentation to assist with the financial reporting and internal control procedures. We noted a deficiency in internal controls related to a lack of documentation provided by that third party.

- The District's third-party vendor for program and construction management services incurred time and costs under the terms of the contract which have not paid at the direction of the Santa Clara County Office of Education. There are remaining invoiced expenses which have not been accrued as a payable at June 30, 2018.

- The District's evidence in support of internal controls related to pay rate changes and the reconciliation between the Payroll Prelist and the Final Payroll Register identified that these control activities were not consistently completed on a timely basis. Further, evidence supporting approval by a supervisor for employee absences and timecards were not consistently documented with the respective District forms.

The auditing firm at the time recommended that the District should implement internal controls to ensure the accuracy of financial reporting. ***Noting that the District was engaged in the process of making reforms regarding internal financial controls, the auditors are able to report that the District has successfully completed the implementation of the recommended internal controls, thus remediating all the deficiencies. Furthermore, the auditors have definitively found that there were no material weaknesses were found for the year ending June 30, 2019***.

CITIZENS' BOND OVERSIGHT COMMITTEE RESPONSE:

CONCERNS AND QUESTIONS:

Regarding the audits provided by Crowe LLP on February 4th, 2020, the Citizens' Bond Oversight Committee would like to thank the auditors for their work, as well as the District staff for their ongoing technical support of the Committee's work. At this time, the Committee has noted some issues of concern brought up in the audit, as well as some of the financial transactions taken by the District which were noted in the audit. In addition, the Committee would like to make known its appreciation to the auditing firm and the District for completing this audit on time this reporting year.

Beyond that, there are a few questions across the audits that the Committee is further concerned about and requests the District and the auditing firm, Crowe LLP, to address. These questions are listed below:

1. What were the sources of the $140,659 listed as "Other Local Revenues"?

2. In the Fiscal Year 2017-18, a total of $217,608 was spent on salaries and benefits allowed under California Attorney General's Opinion 04-110 of November 9, 2004 (respectively $150,748 on salaries and $67,130 in benefits) administering $6,285,064 in Measure J Bond expenditures. In Fiscal Year 2018-19, though bond expenditures decreased to $351,999, spending in allowable salaries and benefits increased to $324,041 (respectively $224,253 in salaries and $99,788 in benefits). What caused the increase in expenditures for salaries and benefits?

3. Responding to the deficiency between bond revenues and expenditures, the District deducted $230,941 from the existing fund balance. What actions does the District plan on taking to replenish the fund balance?

4. The second condition of the material weakness noted by the auditor noted that the former third party vendor for bond and construction management, Del Terra, incurred costs under contract terms that have not been paid per the Santa Clara County Office of Education with remaining invoiced expenses which have not been accrued as a payable at June 30, 2018. Understanding that the District is no longer financially independent and that the County Education Office has ultimate approval over expenditures, will these invoiced expenses have any effects on the credit of the District along with any other possible fiscal effects in the foreseeable future?

5. Since the previous third party vendor for bond program and construction management services is no longer working for the District since the termination of payments from the County Office of Education, has the District identified any

possible vendors to each take on bond program management and construction management going forward?

6. As the balance sheet and the statement of revenues, expenditures, and change in fund balance for Measure J Bonds are consistent, what were the specific expenses funded by the Fiscal Year 2018-19 expenditures outside of salaries and benefits (listed as "Contract Services and totaling $27,958)?

DISTRICT'S ANSWERS TO THE QUESTIONS RAISED BY THE CBOC:

At the February 28, 2020 meeting of the Citizens' Bond Oversight Committee, Assistant Superintendent Kolvira Chheng and the auditing firm, Crowe LLP, provided responses to some of the above questions. During the briefing, the Committee was informed of the current condition of the bond program. Beyond that, there were constructive answers to the questions posed above which are listed as follows:

- On Question 1 regarding the source of "Interest," it was determined that they were from bond interest monies paid to the District from the sale of bonds up to that time and additional interest payments on District funds deposited with the County Treasury.
- For Question 2, the increase in bond funds for employee salaries were due to the bond audit and accounting work that arose from the task of preparing the annual audit. The specific salaries were for Louie Moran, the former Bond Programs Director, and an accountant whose salary and benefits were pro-rated for that person's work on the bond projects and administration.
- Regarding Question 3, Assistant Superintendent Chheng replied that the District planned to restart bond sales in Spring 2021 once the District receives clearance from the Securities & Exchange Commission, California Controller's Office, and the Santa Clara County Office of Education.
- Concerns raised in Question 4 were allayed as Assistant Superintendent Chheng informed the Committee that the auditing firm, Crowe LLP, has concurred that the incurred unpaid costs to Del Terra that cannot be paid (as those charges were disapproved by the County Education Office) will not affect the credit rating of the District nor will it have any negative fiscal effects for the future. Furthermore, the District is in the legal process of seeking financial restitution from Del Terra.

- Addressing Question 5, there is District discussion about an open bid request for a new bond program manager and a construction management vendor once the Santa Clara County Office of Education gives the District approval to sell bonds.
- To answer Question 6, the "Contract Services" were defined as the costs of conducting the audit and all other services to support the performance of the audit.

Further updates on the District's progress on making the changes noted in the previous year's audit were provided by Assistant Superintendent Chheng and representatives from the auditing firm, Crowe LLP. From the auditor's presentation and subsequent follow-up from Mr. Chheng, the Citizens' Bond Oversight Committee is pleased that the below changes have been successfully integrated into the District's fiscal processes:

- The training and assigning of staff to perform monthly reconciliations of cash, account payables, and receivables to ensure their accuracy and completion in a timely manner.
- Reforming human resource processes to ensure that pay rate changes and the reconciliation between the Payroll Prelist and the Final Payroll Register have the required signatures from authorized officials in the Payroll and Human Resources departments.
- Ensuring that invoices are approved by the designated business office designee by improved tracking and record keeping practices consistent with systems used by the Santa Clara County Office of Education going forward from last year's audit.

As a result, the auditing firm is able to confirm in writing that the material weakness from the previous years' audit have been successfully remediated and that the implemented internal controls are able to ensure the accuracy of financial reporting going forward.

CONCLUSIONS OF THE COMMITTEE:

The Committee at this time would like to thank the District for constructively embarking and successfully implementing these much needed reforms to address the material weakness specified by the auditors.

Based upon this information, the Committee would like to thank Assistant Superintendent Kolvira Chheng, his executive assistant Patricia Tovar, as well as the professional staff of the District for their efforts on addressing the issues raised by Crowe LLP (the auditing firm) in the audit of Measure J Performance, Financial Statements, and Internal Controls. We are appreciative of the fact that the District is working to ensure that Measure J Bond funds are properly spent for their intended purpose of maintaining and upgrading educational facilities for the Alum Rock Union Elementary School District Community.

As described above, progress on the Measure J bond programs, along with important reforms of fiscal and business processes will continue to remain a "work in progress." It is our hope to hear from the Board of Trustees on these matters in the near future. The Committee looks forward to discuss any issues raised in this response as well as those matters that will arise when the District resumes bond sales.

At the time of issue for this report, the Committee finds to the best of its knowledge, per Article 13A, Section 1(b) (3) of the California Constitution, that the Measure J Bond funds were spent only for the specific projects developed by the District's Board of Trustees and approved by the voters. The Committee would like to thank the District for meeting the fiscal challenges head-on and successfully making and implementing crucial reforms. Though the Board of Trustees accepted the audits from Crowe LLP at their meeting on February 6th, 2020, the Committee reserves the right to submit an amended response at a later date contingent on any subsequent amendments to the audit and/or the submission of new information regarding Measure J Bond funds for the 2018-19 fiscal year that was not covered in the submitted audit.

It is the hope of the Citizens' Bond Oversight Committee that the District (and all other involved parties) continues the good work of ensuring transparency in the use of bond funds in order to construct and maintain the best possible educational facilities for our community as well as being financially sound enough to conduct future bond programs.

LINKS TO CITED REPORTS:

WHAT IS A GENERAL OBLIGATION BOND?

General obligation bonds fund projects such as the renovation of existing classrooms and school facilities, as well as construction of new schools and classrooms. Similar to a home loan, general obligation bonds are typically repaid over 30 years. The loan repayment comes from a tax on all taxable property – residential, commercial, agricultural and industrial – located in the District.

WHAT IS THE CITIZENS' BOND OVERSIGHT COMMITTEE AND WHY DOES IT MATTER TO ME?

As required by Education Code Section 15278, the District appoints a committee of local residents, whose main charge is to inform the public about how the bond dollars are being spent. The committee, known as the Citizens' Bond Oversight Committee, actively reviews and reports on the expenditure of taxpayer's money for school construction to ensure that bond funds are spent in accordance with the provisions of the bond. The committee is comprised of volunteers who represent specific constituencies, such as senior citizens, parents, businesses, or the community-at-large. This additional oversight is important because you pay for these bonds as part of your property taxes.

HOW CAN I BE SURE THAT GENERAL BOND OBLIGATION FUNDS WILL BE SPENT ON IMPROVING OUR SCHOOLS?

Each year, a fiscal and performance audit of bond expenditures is conducted. The audits verify that ARUSD complied in all material respects with bond measure requirements to expend proceeds only on the school facilities projects specified in the bond measure legislation. The CBOC is responsible for reviewing the audit reports and is required to present this information to the public each year.

CAN BOND FUNDS BE USED FOR TEACHER OR ADMINISTRATIVE SALARIES?

No. Only personnel working directly for the bond program are charged to the bond. To manage and coordinate a construction project to completion, personnel need to monitor contracts and project funding, oversee construction progress, and perform overall project management and accounting. Bond funds cannot be used to pay teacher or site administrator salaries, pensions or benefits. The annual fiscal and performance audit of the bond measures reviews all personnel charged to the bond and verifies that they are charged properly and meet state requirements.

DOES THE CITIZENS' BOND OVERSIGHT COMMITTEE OVERSEE THE ACTUAL CONSTRUCTION?

No. A team of consultants and professional management companies are contracted to provide these services.

HOW ARE CONSTRUCTION MANAGEMENT, ARCHITECTS/ ENGINEERS, CONTRACTORS AND PROFESSIONAL CONSULTANTS FOR BOND PROJECTS SELECTED?

District administration defines specific requirements, and then solicits proposals from qualified companies willing to work on a project. Contract award recommendations are made to the Board of Trustees for final approval.

WHY DO THE COSTS OF THE PROJECTS OFTEN FLUCTUATE FROM THE ORIGINAL ESTIMATED COSTS?

Construction costs change depending on the cost of materials and the current economy. When the prices of raw materials such as steel or copper wiring rise, it can dramatically increase the cost of the project. Also if there are a lot of construction projects underway in the area, it can result in strained labor resources and bids tend to come in higher.

2.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Reopening of Schools Model for Fall 2020.**

Staff Analysis: The board will consider Fall reopening of schools model. This model was drafted through collaborative process involving all stakeholders, including staff, parents, and administration.

Action

Submitted by: Rene Sanchez R.S	Title: Assistant Superintendent, Instructional Services

To the Board of Trustees:	Meeting: July 9, 2020 Regular Board Meeting
Action	
2.02 Agenda Placement	Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM

DATE: July 9, 2020

TO: Honorable Board of Trustees, Alum Rock Union School District (ARUSD)

FROM: Rene Sanchez – Assistant Superintendent, Instructional Services, Alum Rock Union School District

SUBJECT: **Reopening of Schools Model for Fall 2020**

Our Mission:

- To ensure the safety of ARUSD students, families, and staff in this crisis.
- To build an equity-based education model to serve ARUSD students in 2020-2021.

Factors that informed the decision-making process and this model for reopening schools:

1. The Coronavirus crisis has disproportionately impacted neighborhoods within ARUSD with higher rates of infection and death as compared with the rest of Santa Clara County.
2. State- and County-issued guidance and directives (CA Dept of Public Health, CA Dept of Ed, Santa Clara County Office of Education, and Santa Clara County Dept of Public Health) including County guidance issued 6/30/2020 and CA Ed Code: Assembly Bill (AB) 77, announced 6/22/2020.
3. ARUSD Student, Family, and Staff Survey.
4. The work of three teams whose 35+ members included teachers, classified staff, parents, & administrators (both site-based and district office).
5. Equity-based approach.

Given the prevalence and ongoing threat of the Coronavirus, the recommendations of the government agencies, and the results of the stakeholder survey, ARUSD can welcome a very limited number of students back to on-campus learning on August 18, our first day of school.

The teams' recommendation is a phased approach that will progressively bring more and more students back to on-campus learning as the threat of the coronavirus subsides. And conversely, if the threat increases, the opposite scenario will be implemented, less students for face to face learning on campus.

The proposed is a 90/10 instructional participation model: 90% of students will experience virtual learning, and 10% of the neediest of students will experience face to face learning. The criteria to determine student need for face to face instruction will focus on specific vulnerable populations such as Special Education students, English Learners who are recent arrivals, Homeless, and Foster Youth. All Public Health Department requirements and social distancing protocols will be implemented.

The following are the major components of the proposed ARUSD 90/10 instructional model:

1. **Robust Distance Learning Model.**

This will be the primary learning mode for 90% of students at the start of the year. It will also be used to serve all students during school closures due to coronavirus outbreaks and to serve those students whose parents prefer distance learning during this crisis (required under AB77).

Our distance learning model meets the requirements of AB77 which include but are not limited to:

- Having "Content aligned to grade level standards that is provided at a level of quality and intellectual challenge substantially equivalent to in-person instruction."
- Student "Daily live interaction with certificated employees and peers for purposes of instruction, progress monitoring, and maintaining school connectedness."
- Meeting the needs of identified populations especially students with IEPs and English Language Learners.
- Tiered Intervention supports addressing academic, social-emotional, and attendance needs.
- Regular communication with families regarding their student's progress.
- Providing access to meals (pending federal waivers).

In addition, we will:

- Create a consistent structured daily schedule. This schedule will include all subject matter classes including PE, the arts, and music.
- Include parent and student orientation to distance learning

Teachers will receive professional development to implement this model.

2. Face to Face Instruction for 10% of the student population for students with highest needs.

Phase	Student Learning locations
1 Aug18	90% of students on distance learning 10% of students on-campus • Students with Disabilities in Special Day Classes. (~410 students) • Foster students (~20 students) • Homeless (McKinney Vento students) (107 students) • English Language Learner Newcomers who do not speak English (~200 students) • TK (178 students)
2 Spring 2021 If contagion subsides.	75% of students on distance learning 25% of students on-campus adding the following groups • Kindergarten & 1st grade • Students who are struggling in the distance learning model

	We would seek Board approval for the next phase.
3	Additional expansion would be determined once we have gone to Phase2.

All staff supporting the on-campus portion of this model will receive Covid-19-related health and safety training and appropriate Personal Protective Equipment (PPE) before students come to campus. MOT, CNS, and Student Services Nursing teams have already written procedures addressing Covid-19 specific changes.

Because of the unprecedented nature of these times, the work environment has changed. Consequently, as per contract language, we need to negotiate the responses to the new working conditions. The district will work with the employee collective bargaining groups (AREA, Teamsters, & CSEA) to address these matters.

The overall framework of the model has prioritized student, staff, and community safety as well as student learning.

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 24, 2020

Subject: **Request approval of contract adjustment for RFP No. 2018-19-01 Administrative and DistributionServices for Schools Linked in Commodities (SLIC) Commodity Cooperative (Co-Op) for 2019-2020 School Year**

Staff Analysis: On July 11, 2019 Board approved year 2 participation in RFP No. 2018-19-01 of commodity management through SLIC Co-Op for 2019-2020 with Gold Star Foods, Inc with an estimate award of $1,400,000 for the district. Due to COVID-19 school closures, CNS team was needing to change our meal service procedure to curbside grab and go meals. With this new meal service method CNS was required to purchase and offer more individually wrapped and shelf stable food items to meet our USDA food component requirements and meal service. CNS was limited to find such food items in the necessary quantities through Gold Star Foods Inc, using commodities and non-commodity foods. As a result, CNS exceeded our Gold Star Foods, Inc. purchase order.

Recommendation: Staff recommends Gold Star Foods, Inc contract adjustment to be increased by $215,000 for a total of $1,615,000 for the remainder of 2019-2020 school year.

Submitted by: Denisse B. Mendez Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. 920069 Contract No. _____ Contract Original Amount: $1,400,000

Vendor Name: GOLD STAR FOODS Vendor No. 011952

Please check:

- ____ Cancel P.O. / Contract
- ____ Change Item No.: _____
- ✓ Increase Amount Line Item No.: _____
- ____ Decrease Amount Line Item No.: _____
- ____ Add Line No.: _____
- ____ Delete Line No.: _____
- ____ Add/Change object code to: _____
- ____ Add Freight: $_____
- ____ Add Tax: _____%
- ____ Disencumber
- ____ Add/Change Prog. No. to: _____
- ____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount $1,400,000

Change Order #: _____ $_____

Change Order #: _____ $_____

Change Order #: _____ $_____

New Contract Total $_____
(including Change Orders)

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
130	5310	0	4700	00	0000	3700	000000	480	3700	215,000		
	0000	0		00			000000					

Reason for Adjustment:
Due to COVID, food cost and availability have changed. As such, food cost is decreasing/increasing to various vendors hence the request for a PO adjustment.

School/Dept.: CNS Requested by: JAZZY NGUYEN

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 29, 2020

Subject: **Illuminate Education**

Staff Analysis: The goal of the Illuminate Education data and assessment platform is to increase student achievement through the implementation of Illuminate Data and Assessment, FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement, and eduCLIMBER. eduCLIMBER will allow ARUSD to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. With these different Illuminate measures, ARUSD will use the data to identify ways to improve student achievement.

The cost of this platform is $183,293.97

Recommendation: Staff recommends the Board approve the contract with Illuminate Education for our data and assessment platform for the 2020-2021 school year.

Submitted by: Brittany Rykels BR Title: Coordinator, Academic Services

Approved by: Rene Sanchez R.S Title: Assistant Superintendent of Instructional Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22744

PROGRAM MANAGER: Brittany Rykels

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: ILLUMINATE EDUCATION, INC.

   Address: 6531 Irvine Center Drive, Suite 100 City: Irvine State: CA Zip: 92618

   Phone: (949) 242-0343 Email Address: clescroart@illuminateed.net

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2023

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Illuminate provides an online data and assessment platform to monitor, measure and identify ways to improve student achievement. Implementation includes Illuminate Data and Assessment, FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement, and eduCLIMBER. eduCLIMBER will allow ARUSD to easily import and visualize a wide range of student data including academic, SEL, behavior & intervention.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $183,293.97 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
06063	00005815	001110	1110	$183,293.97	LOTTERY	CSU 7/1/23
000000	300 1070					

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Client Order

Q-75031

6531 Irvine Center Drive Suite 100
Irvine, California 92618
(949) 656-3133
https://www.illuminateeducation.com/

Prepared Date:	6/25/2020	Customer:	Alum Rock Union Elementary School District
Valid Through:	6/30/2020	Address:	2930 Gay Ave San Jose, California 95127
Prepared By:	Charlotte Lescroart		
		Contact:	Angela Costa
Start Date:	7/1/2020	Phone:	408-928-6525
End Date:	6/30/2023		
Quote Term:	36		

Year 1

Dates: 7/1/2020 - 6/30/2021

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,463	DnA Licenses	Additional Licenses - Illuminate Data and Assessment	$4.64	$43,908.32
9,463	Grading Software	Assessment Scanning and Scoring	$0.00	$0.00
9,463	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$1.75	$16,560.25
9,463	FastBridge	Access to FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement.	$7.50	$70,972.50
9,463	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$4.00	$37,852.00
3	Virtual Training, eduCLIMBER	Synchronous learning sequence addressing selected eduCLIMBER content. Facilitated live by an instructor across 2 3-hour sessions for up to 30 participants.	$1500.00	$4,500.00
3	Virtual Training, FastBridge	Synchronous learning sequence addressing selected FastBridge content. Facilitated live by an instructor across 2 3-hour sessions for up to 30 participants.	$1500.00	$4,500.00
1	Implementation & Training Package		$0.00	$5,000.00
1	»» eduCLIMBER Cohort Package		$0.00	$5,000.00
1	»»»» Product Implementation	Product implementation, setup and configuration support.	$5000.00	$5,000.00
9,463	Data Integration	Data support for initial setup.	$0.00	$0.00
9,463	»» Data Integration, eduCLIMBER	Data support for initial setup	$0.00	$0.00
			Year 1 Subtotal:	$183,293.07
			Year 1 Grand Total:	$183,293.07

Year 2

Dates: 7/1/2021 - 6/30/2022

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,463	DnA Licenses	Additional Licenses - Illuminate Data and Assessment	$4.78	$45,233.14
9,463	Grading Software	Assessment Scanning and Scoring	$0.00	$0.00
9,463	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.00	$18,926.00
9,463	FastBridge	Access to FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement.	$7.50	$70,972.50

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,463	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$4.00	$37,852.00
			Year 2 Subtotal:	$172,983.64
			Year 2 Grand Total:	$172,983.64

Year 3

Dates: 7/1/2022 - 6/30/2023

QTY	PRODUCT	DESCRIPTION	UNIT	TOTAL
9,463	DnA Licenses	Additional Licenses - Illuminate Data and Assessment®	$4.92	$46,557.96
9,463	Grading Software	Assessment Scanning and Scoring	$0.00	$0.00
9,463	Inspect Plus	Access to Key Data Systems' KDS Inspect Plus	$2.25	$21,291.75
9,463	FastBridge ®	Access to FastBridge's Computer Adaptive Testing and Curriculum-Based Measurement.	$7.50	$70,972.50
9,463	eduCLIMBER, Software License	eduCLIMBER allows districts to easily import and visualize a wide range of student data including academic, SEL, behavior, attendance, and intervention. Districts can then create custom dashboards to identify ways to improve student achievement.	$4.00	$37,852.00
			Year 3 Subtotal:	$176,674.21
			Year 3 Grand Total:	$176,674.21

On-Going Illuminate subscription license and/or support fees are invoiced at then current rates & enrollment per terms of the Master Subscription Licenses & Services Agreement, which may be subject to an annual increase after the first year for non-multi-year contracts and/or enrollment increases (i.e., as your student count increases or decreases, the quantity will be adjusted in accordance with the terms of the Agreement)

Any applicable state sales tax that has been added to this Client Order is an estimated amount for Client's convenience that is subject to verification and modification based on current state required tax at the time of invoicing. Subscription Start and Expiration Dates shall be as set forth above, which may be delayed based upon the date that Illuminate receives your purchase order or signed Client Order.

In the event that this Client Order includes promotional pricing, said promotional pricing is only valid for the select term(s), product(s), and/or service(s) as shown in this Client Order. The promotional pricing may also be limited in availability to you through the date on this Client Order that is shown as the "Valid Through" period.
All invoices shall be paid within thirty (30) days of the date of invoice.

All purchase orders must contain the exact Client Order number stated within.

To accept and finalize this Client Order, please remit a purchase order to:

Orders@IlluminateEd.net
or
6531 Irvine Center Drive #100
Irvine, CA 92618

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 29, 2020

Subject: **Levered Learning**

Staff Analysis: Levered Learning is an instructional program for upper elementary mathematics, with a focus on supporting instruction of all Common Core standards for the district's 3rd-5th grade classrooms. The program will include online tools for teachers to support whole class and small group instruction, and will provide students with an adaptive, online curriculum that can be used for both classroom-based and distance learning.

Levered Learning will provide Professional Development and teacher access to Levered's full mathematics curriculum for all 3rd-5th graders. In addition, ARUSD teachers will have free access to any and all 6th grade instructional tools that Levered develops on a pilot basis, at no charge.

The cost of this supplemental math curriculum is $119,557.50.

Recommendation: Staff recommends the Board approve the contract with Levered Learning for a 3rd-5th grade supplemental math curriculum for the 2020-2021 school year.

Submitted by: Brittany Rykels BFR Title: Coordinator, Academic Services

Approved by: Rene Sanchez R.S Title: Assistant Superintendent of Instructional Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled: _____

DocuSign Envelope ID: 251283CB-2F6E-4B6A-9850-9BF32DEE0894

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22721

PROGRAM MANAGER: Brittany Rykels

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Levered Learning, Inc.

   Address: P O Box 2223 City: Santa Cruz State: CA Zip: 95063

   Phone: (831) 288-2018 Email Address: mslater@levered.com

   SSN: _____ or Fed I.D. #: 35-2600791

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Levered Learning will provide PD and teachers access to Levered's full curriculum and instructional tools for 3rd-5th grade mathematics for the 2020-2021 school year. In addition, ARUSD teachers will have free access to any and all 6th grade instructional tools that Levered develops on a pilot basis, at no charge.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $119,557.50 (describe rate agreement) _____

5. **BUDGET CODE:** 060 6300 0 5815 00 1110 1000 000000 300 1070 Lottery

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$119,557.50	Lottery	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Levered Learning, Inc.
PO Box 2223, Santa Cruz, CA 95063
831-288-2018 (ph)/831-477-7152 (fax)

Scope of Work
ARUSD 2020-'21 School Year

The contractor (Levered Learning) is to provide an instructional program for upper elementary mathematics, with a focus on supporting instruction of all Common Core standards for the district's 3rd-5th grade classrooms. The program will include online tools for teachers to support whole class and small group instruction, and will provide students with an adaptive, online curriculum that can be used for both classroom-based and distance learning.

In addition to the core standards, Levered's online program will provide teachers and administrators with real-time detailed assessment, usage and engagement data, as well as embedded intervention and enrichment tools to help teachers meet the needs of the range of students in every classroom, and to address learning loss related to school closures.

The contractor will also provide professional development to the district's teachers and administrators in the form of three formal P.D. sessions of up to 3 hours in length, to support implementation of the program, either on-site, webinar based, or a combination of both as circumstances dictate. Ongoing customer and technical support will also provided online at no additional charge.

Levered Learning, Inc.
PO Box 2223
Santa Cruz CA 95063
levered.com • info@levered.com

Mathematics Program Proposal
#0602310-20 | Date:6/16/20

Customer: Alum Rock Union Elementary School District	Contact: Dr. Hilaria Bauer
Address: 2930 Gay Ave	Phone: (408) 928-6800
San Jose, CA 95127	E-Mail: hilaria.bauer@arusd.org

Services: Levered Learning will provide access to Levered's full curriculum (currently, 3rd-5th grades) and instructional tools, as well as Professional Development for teachers (as described below). Levered will provide administrators access to a dashboard with usage and progress data (the "Service(s)").

Services Fees: Regular pricing is $59.95 per student/ per year. Levered is offering a 30% discount ($41.95 per student/per year) in the 2nd year of implementation, as defined in Exhibit B. Fees are payable in advance, subject to the terms of Section 4 herein.	**Service Term**: Fall 2020-Spring 2021. Term will renew annually, pending end-of-year implementation reflection, adjusted for the current student count. **Invoice Date:** August 1st, 2020

Service Capacity: Teachers will have access to any curriculum and instructional tools that Levered develops for grades other than 3rd-5th on a pilot basis, at no charge. Professional Development includes online/remote professional development and technical assistance for all participating teachers (including piloting teachers) to support implementation of the program, as well as one (and up to three) on-site/in-person teacher training and professional development. Additional Professional Development is available from Levered at a fee of $2500 per 3-hour session, tailored to the specific needs of the district/school.

Total 3rd-5th Grade Student Licenses: 2,850 ***Total Fees: $119,557.50**

*Levered is a Softward as a Service (SaaS) company, and as such, sales of student licenses are not sbuject to sales and use tax in California. No tangible goods or property will be exchanged in this transation.

Pilot Use: Any Services used as a Pilot (1) no fees will apply, (2) the Services are provided "AS IS" and no warranty obligations of Company will apply, and (3) shall continue in effect for the Service Term (subject to earlier termination as provided in the Agreement).

SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into on this _____ day of _____, 2020 (the "Effective Date") between Levered Learning, Inc. with a place of business in California ("Company"), and the Customer listed above ("Customer"). This Agreement includes and incorporates the above MOU, as well as the attached Terms and Conditions and contains, among other things, warranty disclaimers, liability limitations and use limitations. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

Levered Learning, Inc.

By: Mitchell Slater

Name: Mitchell Slater

Title: CEO

Alum Rock Union Elementary School District

By: _____

Name: Dr. Hilaria Bauer

Title: Superintendent

Levered Learning, Inc.
PO Box 2223
Santa Cruz CA 95063
levered.com • info@levered.com

TERMS AND CONDITIONS

1. SERVICES AND SUPPORT

1.1. Subject to the terms of this Agreement, Company will use commercially reasonable efforts to provide Customer the Services. As part of the registration process, Customer will identify an administrative user name and password for Customer's Administrative account.

1.2. Subject to the terms hereof, Company will provide Customer with reasonable technical support services in accordance with Company's standard practice.

2. RESPONSIBILITIES

2.1. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "Equipment"). Customer shall also be responsible for maintaining the security of the Equipment, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or the Equipment with or without Customer's knowledge or consent.

3. CONFIDENTIALITY AND TERMS OF USE

3.1. Please refer to our policies for data protection and terms of use at the following URLs: https://app.levered.com/privacy, https://app.levered.com/terms-of-use.

4. PAYMENT OF FEES

4.1. Invoices received by Company are due thirty (30) days after the mailing date of the invoice. Unpaid amounts are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is lower, plus all expenses of collection and may result in immediate termination of Service. Customer shall be responsible for all taxes associated with Services other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1. Subject to earlier termination as provided below, this Agreement is for the Service Term as specified in the MOU, and shall be automatically renewed for additional periods of the same duration as the Service Term (collectively, the "Term"), unless either party requests termination at least thirty (30) days prior to the end of the then-current term.

6. WARRANTY AND DISCLAIMER

6.1. Company shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Company or by third-party providers, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

7. INDEMNITY

7.1. Company shall hold Customer harmless from liability to third parties resulting from infringement by the Service of any United States patent or any copyright or misappropriation of any trade secret, provided Company is promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement; Company will not be responsible for any settlement it does not approve in writing.

8. MISCELLANEOUS

8.1. Company is a "third party" under Education Code section 490'73.1, which defines "third party" as a provider of digital educational software services, including cloud-based services, for the digital storage, management, and retrieval of pupil records. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of California without regard to its conflict of laws provisions. [The parties shall work together in good faith to issue at least one mutually agreed upon press release within 90 days of the Effective Date, and Customer otherwise agrees to reasonably cooperate with Company to serve as a reference account upon request.]

Levered Learning, Inc.
PO Box 2223
Santa Cruz CA 95063
levered.com • info@levered.com

EXHIBIT A

Program Description

Enrolled teachers will have full access to Levered's online adaptive math curriculum, assessment tools, and pencil and paper group activities, covering all grade-level CCSS standards for mathematics. Participating teachers in the pilot program will have full access to any and all instructional tools and materials as they are developed. Enrolled teachers shall include Resource Specialist Program teachers who will have access for students in their program.

All teachers enrolled in this program will be provided with:

- A Levered online teacher account, including student accounts for their students
- Access to Levered's instructional support videos
- In-person & remote prof. development & technical assistance to support implementation
- Formal and informal opportunities to give input about the program and its features

EXHIBIT B

Multi-year Program Cost Structure

Year of Implementation	Per Student/Per Year Price	Estimated # of Students	Estimated Cost	Included PD
Year 1&2 (2020-21)*	$41.95	2,850	$119557.50	3 in-person/Full Online
Year 3 (2021-22)	$36.95	2,850	$105307.50	1 in-person/Full Online
Year 4 (2022-23)	$36.95	2,850	$105307.50	1 in-person/Full Online
Year 5+ (2023-24)	$31.95	2,850	$91057.50	Online/In-person extra

***The 2019-20 school year is Year 1, and this MOU reflects Year 2 and beyond.**

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 29, 2020

Subject: **Santa Cruz/Silicon Valley New Teacher Project**

Staff Analysis: Santa Cruz/Silicon Valley New Teacher Project will partner with ARUSD in conducting Induction programs for thirty General Education and Education Specialist teachers that meet all state requirements for State Approved Induction Program (SB2042), the Common Standards, and the California Induction Preconditions and Program Standards. Through this program, teachers will receive one to one mentoring and coaching in order to clear their preliminary teaching credential.

The goal of this partnership is to increase student achievement through the implementation of a quality research-based teacher induction program, whilte nurturing the growth and development of teachers holding a preliminary credential in the district in a sustained and systematic manner. Through this program, Induction teachers will clear their preliminary credential.

Recommendation: Staff recommends the Board approve the contract with the Santa Cruz/Silicon Valley New Teacher Project for our Induction Program for the 2020-2021 school year.
The cost of this contract does not exceed $156,000.00

Submitted by: Brittany Rykels BR Title: Coordinator, Academic Services

Approved by: Rene Sanchez R.S Title: Assistant Superintendent of Instructional Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

Academic Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [x] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Santa Cruz/Silicon Valley New Teacher Project

Address: 400 Encinal Street City: Santa Cruz State: CA Zip: 95060

Phone: (831) 466-5600 Email: _____

SSN: _____ Fed I.D. #: 94-6002633

CONTRACT TERM: start dates July 1, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union School District in conducting an induction program according to state standards.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ $156,000. (30 teachers @ $5200. each)

Describe other related costs: _____

BUDGET CODE: 010 0000 0 5815 00 1110 1000 000000 305 5011 6/30/20
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Cruz/Silicon Valley New Teacher Project and Alum Rock Union Elementary School District

MEMORANDUM OF UNDERSTANDING
July 2020 - June 2021

This is a Memorandum of Understanding (MOU) between the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP) and its Local Education Authority the Santa Cruz County Office of Education (SCCOE) and the Alum Rock Union Elementary School District (District), in partnership to carry out California State approved Induction which was formerly BTSA. The purpose of this MOU is to establish a formal working relationship between the SC/SVNTP and District and to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality research based teacher Induction program, while nurturing the growth and development of teachers holding a preliminary credential (participating teachers) in the District in a sustained and systematic manner. In order to do so, the SC/SVNTP will partner with District in conducting Induction programs for General Education and Education Specialist teachers that meet all state requirements for State Approved Induction Programs (SB2042), the Common Standards and the California Induction Preconditions and Program Standards (see Appendix A- Revised January 2017) and integrates the program design outlined in this MOU.

THE SANTA CRUZ/SILICON VALLEY NEW TEACHER PROJECT AGREES TO:

1. **Program Leadership and Administration**:

- Complete state and local accreditation processes, presentations and written reports.
- Communicate with the California Commission on Teacher Credentialing, California Department of Education and other state-level stakeholders.
- Verify Induction eligibility for all newly-enrolled teachers.
- Notify Santa Cruz County Office of Education Human Resources Department when teachers complete the SC/SVNTP Induction program.
  - SCCOE Human Resources will recommend teachers who complete Induction **AND** any additional requirements listed under their preliminary for their CLEAR credential.
- Develop and maintain online learning environments and tools, including the use of Torsh/Talent, a **secure password protected video platform for observation and feedback**, needed for mentor and participating teacher success in the Induction program.
- Hire and supervise contract mentors as needed and able, to ensure access to Induction for eligible new teachers.
- Implement accounting and reimbursement for monthly mentor mileage in accordance with Santa Cruz County Office of Education Business policies.
- Implement accounting and reimbursement for up to one day of release time for participating teachers and mentors to observe teacher colleagues each school year.
- Provide funding for an end-of-year colloquium or site share for participating teachers to showcase their Induction work with administrators and other district stakeholders.

2. **Mentoring Model:** Provide a two-year, individualized, job-embedded Induction program to support first and second year General Education and Education Specialist teachers (Induction Precondition 1, see Appendix A); an Early Completion Option (ECO) for "experienced and exceptional candidates who meet the program's established criteria" (Induction Precondition 6. See Appendix A);

3. **Mentor Selection and Assignment:** Assist District in the recruitment and selection of highly-qualified mentors and develop mentor skills in order to maintain program quality.

4. **Mentor Professional Development:** Enhance mentor development by providing ongoing mentor training and coaching that is aligned with state Induction Standards. Activities will include three days of initial Mentor Academies, regular forums and in-field mentor observation/coaching. Materials, resources, and technology necessary to support these activities will be provided with the exception of computers and cell phones.

   - Design mentoring activities that are congruent with the California Standards for the Teaching Profession (CSTP) and the *Continuum of Teaching Practice* and engage in ongoing formative assessment of participating teacher development which includes:
     - Regularly co-assess on *Continuum of Teaching Practice* to develop and implement an *Individual Learning Plan (ILP)* to guide the participating teacher's Induction experience (See Appendix A for Induction Preconditions 4, 5 and Standards 2, 3).
     - Collaborate on Induction processes (a set of flexible tools used to support the implementation of the ILP) throughout the year.
     - Review teacher progress in the CSTP at mid-year and end-of the-year and provide targeted, goal specific feedback.

5. **Collaborative Partnership:**
   - Consult with District in reviewing its needs and resources as they relate to new teacher Induction and support coordination with other complementary district initiatives (e.g. Instructional Coaching, Extending supports to pre-preliminary and vetern teachers; CSTP focus areas).
   - Facilitate a network of support for partner district representatives focused on teacher Induction including hosting quarterly Steering Committee meetings, an annual Fall Breakfast and an annual Spring Visit with each district.
   - Facilitate program evaluation activities in order to inform the partnership including conducting a voluntary mid-year survey and a required annual induction survey of participating teachers, mentors, and site administrators.

6. **Provide materials and information** to guide District leadership to support Induction policies and processes for Participating Teachers (e.g. SC/SVNTP website (www.scscvntp.com), enrollment processes).

THE DISTRICT AGREES TO:

1. **Mentoring Model:** Implement a full-release support provider model, or an SC/SVNTP-approved adaptation of the model, that meets District and SC/SVNTP goals for the participating teachers, incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the Induction program in order to receive their Clear Professional Credential.

2. **Mentor Selection and Assignment:** Create a cadre of experienced mentors based on a ratio of **no more than** one mentor to a total of 18 teachers. These mentors will possess a high level of training and leadership ability and will contribute to the District as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:
   - Knowledgeable of the context and/or the content area of the participating teacher's assignment:
     - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
   - Demonstrate commitment to professional learning and collaboration
   - Possess a current California Clear Teaching Credential
   - Have the ability, willingness, and flexibility to meet participating teachers' needs for support
   - Have a minimum of five years of effective teaching experience

3. **Teacher Enrollment**: Enroll all eligible teachers in the SC/SVNTP Induction program and work with SC/SVNTP leadership to assign a grade and/or content-matched mentor within 30 days of hire (Induction Precondition 2, see Appendix A). The SC/SVNTP enrollment period concludes October 1st.
   - When an enrolled teacher will be out for more than four (4) weeks in a given semester, that semester of support can not be used towards Induction. If a participating teacher must leave their assignment, either for an extended leave or permanently, SC/SVNTP must be notified and an SC/SVNTP Exit Form completed. The district will be prorated for the withdrawn teacher's support.

4. **Implementation:** Ensure full cooperation and participation of its staff in program activities to:
   - Require all mentors to attend all mentor academies and mentor forums. On the rare occasion that a mentor must miss a forum, the expectation is that the mentor will contact the SC/SVNTP Program Director in advance and request permission.
   - Provide individualized mentor support for each participating teacher "an average of not less than one hour per week" (Induction Precondition 3, see Appendix A).
   - Support a systematic and job-embedded Induction experience by collaboratively developing a new teacher Individual Learning Plan (ILP) with the participating teacher in consultation with the site administrator "within 60 days of enrollment in the program" (Induction Precondition 4, see Appendix A) .
     - Ensure that the ILP is "designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes" (Induction Precondition 5, see Appendix A).
   - Oversee and regularly evaluating District-based mentors by District supervisor(s).
   - Designate a Steering Committee representative and an alternate to attend quarterly meetings throughout the year. Support Steering Committee representatives with sharing pertinent

information with District decision-makers in a strategic manner.

5. **Financial Considerations:** Take budgetary and organizational action to ensure that Induction is available to all eligible teachers.

FEE STRUCTURE

1. **In-House Mentors:** If providing own mentor(s), the District will contribute $2,000 per participating teacher.

2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor, the District will contribute $5,200 per participating teacher.

3. District will be invoiced by SC/SVNTP in February each year based on number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education.

PROPRIETARY MATERIALS

All materials to be provided to District under this agreement as part of SC/SVNTP professional development are the intellectual property of SC/SVNTP. Partner districts may use any materials for the purpose of professional learning within their District with appropriate attribution to the SC/SVNTP. District may not use materials for commercial purposes or share with others beyond the SC/SVNTP except with express written permission from SC/SVNTP leadership.

All materials to be provided to District under this agreement that were created by New Teacher Center are managed by New Teacher Center. The licensing terms of the materials provided are contained within Appendix B, attached herein, is incorporated by reference.

Hold harmless: Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization's employees or agents for any activity undertaken in this contract.

No Warranties: The Materials and Services are provided to District on an "as is" basis. SC/SVNTP makes no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to Materials, Services, or any other items provided under or matters contemplated by this Agreement.

Liability: In no event will the total aggregate liability of SC/SVNTP to District or of any person arising out of or relating to this agreement exceed the total amounts paid to SC/SVNTP under this Agreement in the twelve (12) months prior to the event or circumstances giving rise to such liability.

Termination:

- In the event that either party breaches the provisions of this agreement and/or does not fulfill the terms of this agreement in a timely manner, and fails to cure said breach within thirty (30) days of receipt of notice, the other party may terminate this agreement without further notice.

- In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

SIGNATURES OF AGREEMENT:

DocuSigned by:
Rene Sanchez
06F95130B8EF492...

2/28/2020

Rene Sanchez, District Assistant Superintendent, Instructional Services — Date

DocuSigned by:
Dr. Faris Sabbah
529CAB2C2EA54E9...

2/28/2020

Dr. Faris Sabbah, Santa Cruz County Superintendent of Schools — Date

DocuSigned by:
Mary Hart
F541A6B3F84B42B...

2/28/2020

Mary Hart, Deputy Superintendent, Business, Santa Cruz COE — Date

DocuSigned by:
Melissa Roberts
7277EB37E6A0450...

2/28/2020

Melissa Roberts, Senior Director, SC/SVNTP — Date

DocuSigned by:
Candace McIsaac
AE3F67D05D55452...

2/28/2020

Candace McIsaac, Program Director, SC/SVNTP (Silicon Valley) — Date

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 19, 2020

Subject: Request for Approval of RFP#2021-CNS03 Juice and Dairy Products and Services for 2020 – 2021 School Year.

Staff Analysis: The Child Nutrition Services Program (CNS) solicited RFP for Juice and Dairy Products and Services for the school year of 2020-2021 following the federal competitive bid procedures to obtain the best service, price and products of 1% white milk 8oz, non fat chocolate milk 8oz, 100% orange juice 4oz, 100% apple juice 4oz and yogurt to support child feeding programs. RFP for Juice and Dairy Products and Services for the school year of 2020-2021 was publicized for two weeks via San Jose Mercury News and was mailed to Crystal Creamery, Producers Dairy, California Dairies, Gold Star and Sysco vendors. On bid opening day, June 5th, only one RFP was received from Crystal Creamery that met all RFP requirements.

Recommendation: CNS staff recommends awarding the bid and contract for RFP#2021-CNS03 for 2020-2021 to Crystal Creamery based on pricing and meeting all service level needs. As quantities are estimated, we anticipate the bid award at $520,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval

6.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

Child Nutrition Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Crystal Creamery Dairy

Address: 529 Kanses Ave City: Modesto State: CA Zip: 95351

Phone: (209) 576-3457 Email: Kdemichelis@crystalcreamery.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 1, 2020 end date July 31, 2021

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Provide 8oz 1% milk, 8oz non-fat chocolate milk, 4oz 100% apple juice and 4oz 100% orange juice to meet food components for breakfast, lunch and supper meal requirements. Product is delivered to every elementary and middle school kitchen.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $520,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 6/19/20
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/19/20

Director of Fiscal Services: _____ Date: 6/24/20

Asst. Supt., of Business Services: _____ Date: 6/22/20

Superintendent: _____ Date: _____

June 02, 2020

Denisse B. Mendez
Child Nutrition Services, Director
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

To whom it may concern,

Crystal Creamery is pleased to offer Alum Rock Union Elementary School District the following per unit pricing:

PRODUCT		BID
SKU_000160088 - CR 1% LF CLCW HPT ECO	$	0.2536
SKU_000160114 - CR CHOC NF CLCW HPT ECO	$	0.2488
SKU_000160120 - CR STRAW NF HPT PPR	$	0.2724
SKU_000015232 - YAMI LF STRAW YOG 24/8Z	$	0.6817
SKU_000015230 - YAMI LF PEACH YOG 24/8Z	$	0.6817
SKU_000015212 - YAMI LF RASP YOG 48/4Z	$	0.3509
SKU_000015210 - YAMI LF STRAW/BAN YOG 48/4Z	$	0.3509
SKU_000160583 - CR LF VAN YOG QT	$	2.2974
SKU_000160294 - CR O.J. 4Z PPR	$	0.1782
SKU_000160297 - CR APPLE JUICE 4Z PPR	$	0.1723

If this is acceptable, please sign below and return a copy of this letter to us for our records.

_____ _____

Alum Rock Union Elementary School District Date

Sincerely,

Kacey Castro
Pricing Analyst
Crystal Creamery Inc.

Description
Pasteurized Grade A Fat Free Chocolate Milk

Ingredients
Nonfat Milk, Sugar, Cornstarch, Cocoa (Processed With Alkali), Carrageenan, Natural Flavor, Salt, Vitamin A Palmitate, Vitamin D3.

Physical Requirements
Butterfat: 0.00% - 0.25%
Total Solids: 13.00% to 14.00%
Texture: Free flowing liquid
Color: Uniform, creamy chocolate
Flavor: Clean sweet, typical Fat Free Chocolate milk with no off flavors

Microbiological Requirements
Coliform: <10 cfu/gm
Aerobic Plate Count: <15,000 cfu/gm
Antibiotics: Negative

Storage Requirements
Product should be shipped and stored 34°F to 40°F.

Government Standard
Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

Quality Assurance
Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

Country of Origin
All dairy ingredients are sourced from California USA.

Certifications
Kosher: Yes, Orthodox Union OU-D
Organic: No
Halal: No

Safety Data Sheet (SDS)
This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

Lot Code Explanation
The expiration date is printed on the top of each carton: "USE BY MMM DD YYYY HH:MM FILLER #06-253"

GMO – rBST Statement
To the best of our knowledge this product does not contain any genetically modified organisms. The growth hormone rBST is not used to treat the milk-producing dairy cows.

Nutrition Data

Nutrition Facts

servings per container
Serving size **1 Cup (236 mL)**

Amount per serving
Calories **120**

	% Daily Value*
Total Fat 0g	**0%**
Saturated Fat 0g	**0%**
Trans Fat 0g	
Cholesterol 5mg	**2%**
Sodium 160mg	**7%**
Total Carbohydrate 21g	**8%**
Dietary Fiber 0g	**0%**
Total Sugars 19g	
Includes 7g Added Sugars	**14%**
Protein 9g	
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0.4mg	2%
Potassium 400mg	8%
Vitamin A 150mcg	15%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

Prop 65 Statement
Crystal Creamery does not knowingly manufacturer dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

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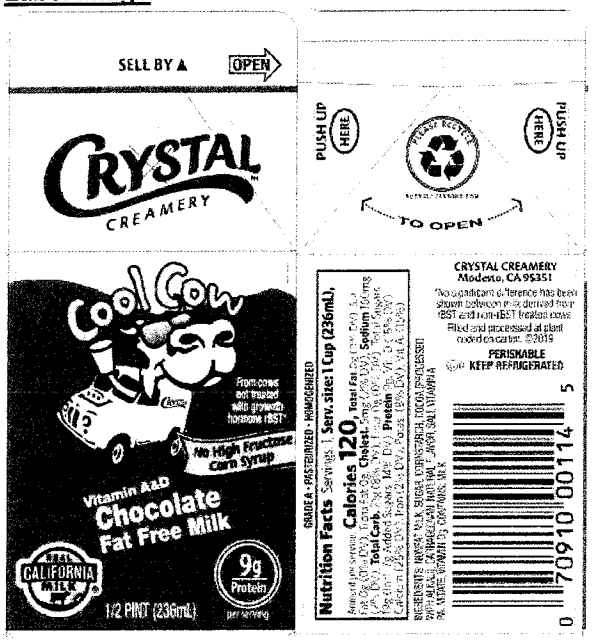
Label Image



Allergens

Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same facility
Milk or Milk Products	Yes	Yes	Yes
Egg	No	Yes	Yes
Soy	No	Yes	Yes
Wheat (Gluten)	No	No	Yes
Peanuts	No	No	Yes
Tree Nuts	No	No	Yes
Fish or Derivatives	No	No	No
Shellfish & Crustaceans	No	No	No
Sulfites (>10ppm)	No	No	No

Packaging

Size	Product #	UPC Code	Shelf Life
Half Pint Paper (8 oz)	160114	0 70910 00114 5	18 days

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	Finished Product Specification	QC.06.206
	Crystal Nonfat Strawberry Milk	DOCUMENT NUMBER

Description
Pasteurized Grade A Nonfat Strawberry Milk

Ingredients
Nonfat Milk, Sugar, Cornstarch, Beet Powder (Color), Natural and Artificial Flavor, Carrageenan, Vitamin A Palmitate, Vitamin D3.

Physical Requirements
Butterfat: 0.00% - 0.25%
Total Solids: 12.00% to 14.00%
Texture: Free flowing liquid
Color: Uniform, creamy pink color
Flavor: Clean sweet, typical nonfat strawberry milk with no off flavors

Microbiological Requirements
Coliform: <10 cfu/gm
Aerobic Plate Count: <15,000 cfu/gm
Antibiotics: Negative

Storage Requirements
Product should be shipped and stored 34°F to 40°F.

Government Standard
Produced under the Food and Drug Administration Pasteurized Milk Ordinance (FDA PMO).

Quality Assurance
Processed under HACCP manufacturing processes in a GFSI certified and FSMA compliant facility.

Country of Origin
All dairy ingredients are sourced from California USA.

Certifications
Kosher: Yes, Orthodox Union OU-D
Organic: No
Halal: No

Safety Data Sheet (SDS)
This product is not hazardous as defined in the Code of Federal Regulations, Title 29, Section 1910.1200 and therefore does not require a published SDS.

Lot Code Explanation
The expiration date is printed on the top of each carton: "USE BY MM/DD/YYYY HH:MM #06-253"

GMO – rBST Statement
To the best of our knowledge this product does not contain any genetically modified organisms. The growth hormone rBST is not used to treat the milk-producing dairy cows.

Nutrition Data

Nutrition Facts

1 servings per container
Serving size **1 Cup (236 mL)**

Amount per serving
Calories **120**

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 100mg	4%
Total Carbohydrate 22g	8%
Dietary Fiber 0g	0%
Total Sugars 19g	
Includes 8g Added Sugars	16%
Protein 9g	
Vitamin D 1.8mcg	10%
Calcium 320mg	25%
Iron 0mg	0%
Potassium 430mg	10%
Vitamin A 80mcg	8%

*The % Daily Value tells you how much a nutrient in a serving of food contributes to a daily diet.

Prop 65 Statement
Crystal Creamery does not knowingly manufacturer dairy, non-dairy or juice products that contain cancer causing or toxic materials found within the California Proposition 65 register. Crystal Creamery does not purchase ingredients or utilize materials in the production of food that are found on the California Proposition 65 register.

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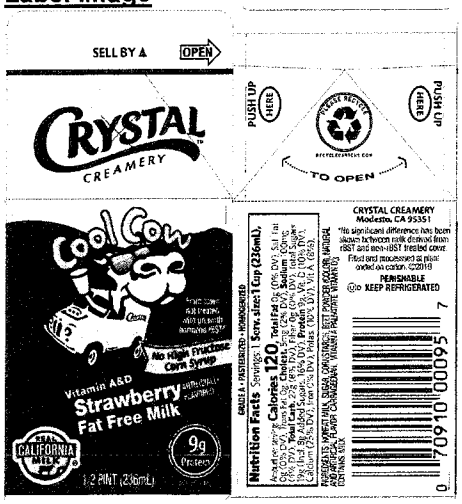
Label Image



Allergens

Contains: Milk

Components and Derivatives	Present in Product	Present in other products manufactured on the same line	Present on other manufacturing lines in the same facility
Milk or Milk Products	Yes	Yes	Yes
Egg	No	Yes	Yes
Soy	No	Yes	Yes
Wheat (Gluten)	No	No	Yes
Peanuts	No	No	Yes
Tree Nuts	No	No	Yes
Fish or Derivatives	No	No	No
Shellfish & Crustaceans	No	No	No
Sulfites (>10ppm)	No	No	No

Packaging

Size	Product #	UPC Code	Shelf Life
Half pint paper (8 oz)	160120	0 70910 00095 7	18 days

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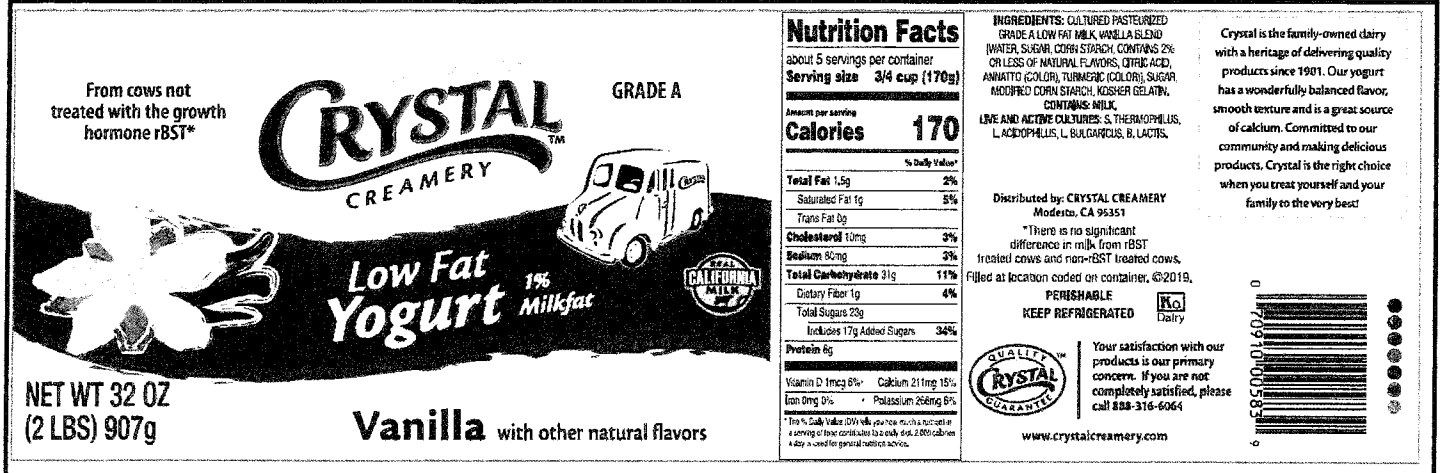
PRODUCT DATA SHEET

SSI SUPER STORE INDUSTRIES

CRYSTAL CALIFORNIA'S DAIRY SINCE 1901

Effective:	06/15/19 **Supersedes:** 5/31/16, 5/12/1	**Storage:**	Keep refrigerated (≤ 45°F). Best if consumed within expiration date.
Item:	14978		
Product:	**Crystal** **Low Fat Yogurt Vanilla**	**Shelf life:**	Expiration is 50 days from manufacturing day and is subject to change as warranted.
Size:	32 OZ (907g)	**UPC #:**	070910005839

General Requirements: Manufactured according to 21CFR 131.206, 21CFR 110 and all applicable federal, state and local laws.



INGREDIENT DECLARATION:

INGREDIENTS: CULTURED PASTEURIZED GRADE A LOW FAT MILK, VANILLA BLEND [WATER, SUGAR, CORN STARCH, CONTAINS 2% OR LESS OF NATURAL FLAVORS, CITRIC ACID, ANNATTO (COLOR), TURMERIC (COLOR)], SUGAR, MODIFIED CORN STARCH, KOSHER GELATIN. CONTAINS: MILK. LIVE AND ACTIVE YOGURT CULTURES: S. THERMOPHILUS, L. ACIDOPHILUS, L. BULGARICUS, B. LACTIS.

ALLERGENS:	**GLUTEN:**
MILK	Product Contains No Gluten Ingredients (Wheat, Barley, Rye).

PHYSICAL SPECIFICATIONS:	
Description:	VANILLA WITH OTHER NATURAL FLAVORS
Flavor:	Yogurt shall have a clean, smooth dairy flavor and fruit shall be sweet with fruit identity to match container description.
Physical:	Free from extraneous foreign matter. A uniform smooth texture. Mild acid dairy flavor and dairy odor.

CHEMICAL & MICROBIOLOGICAL SPECIFICATIONS:	
Butter Fat:	min. .8%, target 1.2%, max. 1.4%
Total Solids:	min. 22.0%, target 25.0%, max. 28.0%
pH:	min. 3.9, target 4.2, max. 4.4
Coliform:	10/gr maximum
Yeast/Mold:	10/gr maximum

CONTAINER:

- Rigid plastic cup and with tamper evident seal and plastic lid.
- Correct/Legible coding on bottom of container.

Container code: Line# (Enjoy by) MMM DD YY hh:mm (Plant 06-26)

Example: 1 Enjoy by Feb 06 12 21:34 Plant 06-26

Note: MMM DD YY is the expiration date.

Complies with all applicable federal, state and local weights and measure laws.

CASE:

- 32oz - 6 Containers/Case. Bottom fiber pad with plastic film overwrap.
- Clear/Legible coding on one side of case. Coding is printed on label.

Case code: Brand style size flavor (Enjoy by) MM DD YY Barcode UPC#

Example:

SSF 32oz Light Blueberry Enjoy by 03 29 09 0-70910-08170-3

Note: MM DD YY is expiration date.

PALLET:

32oz- 75 Cases/Pallet: 15 cases per layer and 5 layers per pallet, completely shrink wrapped.

Confidential and Proprietary

PRICE SHEET - A

FLUID MILK AND MILK BY-PRODUCTS SPECIFICATIONS

This will be an all or nothing award. Vendor must bid on all items to be considered responsive.

All Milk Products shall be Grade "A" pasteurized milk ordinance per Government Standard, conforming with the Agriculture code, gluten free, with no added hormones (rBst or rbGH), no Antibiotic residue, no High Fructose Corn Syrup, and contain no artificial colors or flavors, produced and processed in California and meet USDA federal meal program nutrient standards. Nutritional analysis and ingredient list to be submitted with proposal. Packed in translucent plastic containers, printed paperboard cartons.

Item Description	Brand	Approximate Annual Usage (units)	Units/Case	Each Unit Price
Milk, Low Fat 1% Homogenized Vitamin D ½ pint 8 (oz.) carton	Crystal	710,000	50ea/1case	0.2536
Milk, Fat Free, Homogenized, Vitamin D Chocolate ½ pint 8 (oz.) carton, (maximum 19 gms. sugar per serving) Specify type of added sweetener used: Please see attached spec sheet	Crystal	1,126,000	50ea/1case	0.2488
Milk, Fat Free, Homogenized, Vitamin D Strawberry ½ pint 8(oz.) carton (maximum 19 gms. sugar per serving) Specify type of added sweetener used: Please see attached spec sheet	Crystal		50ea/1case	0.2724
Yogurt, Low-fat, Assorted fruit flavors, packed in 8 oz. easy to open container. Must meet USDA Meal Pattern requirements for a two (2) oz. meat/meat alternative Specify type of added sweetener used: Cane Sugar Specify available flavors: Strawberry and Peach	Yami		24ea/1case	0.6817
Yogurt, Low-fat, (Yami or like brand) Assorted fruit flavors packed in a 4 oz. easy to open container. Must meet USDA Meal Pattern requirements for a one (1) oz. meat/meat alternative Specify type of added sweetener used: Cane Sugar Specify available flavors: Straw/ban and Rasberry	Yami		48ea/1case	0.3509

Yogurt, Low-fat, Vanilla flavored, packed in a Quart tub. A 4 oz. serving must meet USDA Meal Pattern requirements for a one (1) oz. meat/meat alternative. Specify type of added sweetener used: Please see attached spec sheet	Crystal		6ea/1case	2.2974

PRICE SHEET- B

JUICE SPECIFICATIONS

This will be an all or nothing award. Vendor must bid on all items to be considered responsive.

Specifications: All frozen juices to contain 100% pure fruit juice, must not contain added sweeteners, preservatives or additives, and must meet the required standards of "USDA Grade A." Juice shall be thawed upon delivery. Nutritional analysis and ingredient list to be submitted with proposal

Item Description	Brand	Approximate Annual Usage	Units/Case	Each Unit Price
Orange, individual 100% juice. No sugar added, brix not less than 10.5, 4oz	Crystal	347,000	75ea/1case	0.1782
Apple, individual 100% juice, No sugar added, brix not less than 11.5, 4oz	Crystal	375,000	75ea/1case	0.1723

Foster Farms dba Crystal Creamery
Food Safety Plan - HARPC
Fluid and Fluid Milk Products -06-253

Manufacturing Location
415 Kansas Avenue
Modesto, CA 95351

Corporate Location
529 Kansas Avenue
Modesto, CA 95351

Approved by: _____ Date: 12/18/19

Overview of Food Safety and Quality Principles

This document is an overview of the content of the Crystal Creamery Food Safety Plan as required by the Food Safety Modernization Act (FSMA). The Food Safety Plan has been prepared by the SQF Practitioner, Sumindar Kaur, SK, who has attended and attained the certification of the required Preventive Controls Qualified Individual (PCQI) Training. (The certification is available in the server). Contents of this plan have been evaluated by the plant manager. Elements of this plan will be reviewed and updated; as needed, and at least every three years. All plan reviews, updates, and modifications will be reviewed and approved by the Corporate Food Safety and Food Quality Director for final approval.

Food Safety and Quality Principles

Food safety and consistent product quality are maintained at every level of this organization to ensure customer satisfaction is achieved.

Each employee has the responsibility for food safety and food quality. Each employee is responsible to ensure job duties are performed thoroughly to produce safe and quality products. Plant Management is responsible in providing the necessary tools and knowledge for their employees to understand and comply with Crystal Creamery's policies and programs to achieve food safety and food quality criteria.

The following Principles have been established to ensure food safety and food quality criteria are achieved in our operations:

1. Management of the facility is committed in establishing and maintaining procedures for implementing Food Safety and Food Quality by providing the necessary tools and environment to ensure attainment of the principles.

2. Manufactured products shall comply with Regulatory Requirements, Company Policies and Programs as they apply to employee practices.

3. Food safety shall not be compromised. Willful and unintentional actions that neglect established Good Manufacturing Practices (GMPs), Food Safety Programs, Critical Control Points (HACCP), Preventive Controls (PC), Allergen Protection Programs, Sanitation Standard Operating Procedures (SSOPs), Supply-Chain Programs, and Foreign Material Prevention are a violation of company policy.

4. All employees are required to immediately report any food safety concerns to their supervisor or plant management. All employees are expected to and have authority to stop production when they deem food safety is at risk. They must subsequently notify their supervisor and or plant management.

5. Product formulations and standards from in-process to final product shall be followed to assure food safety and product quality.

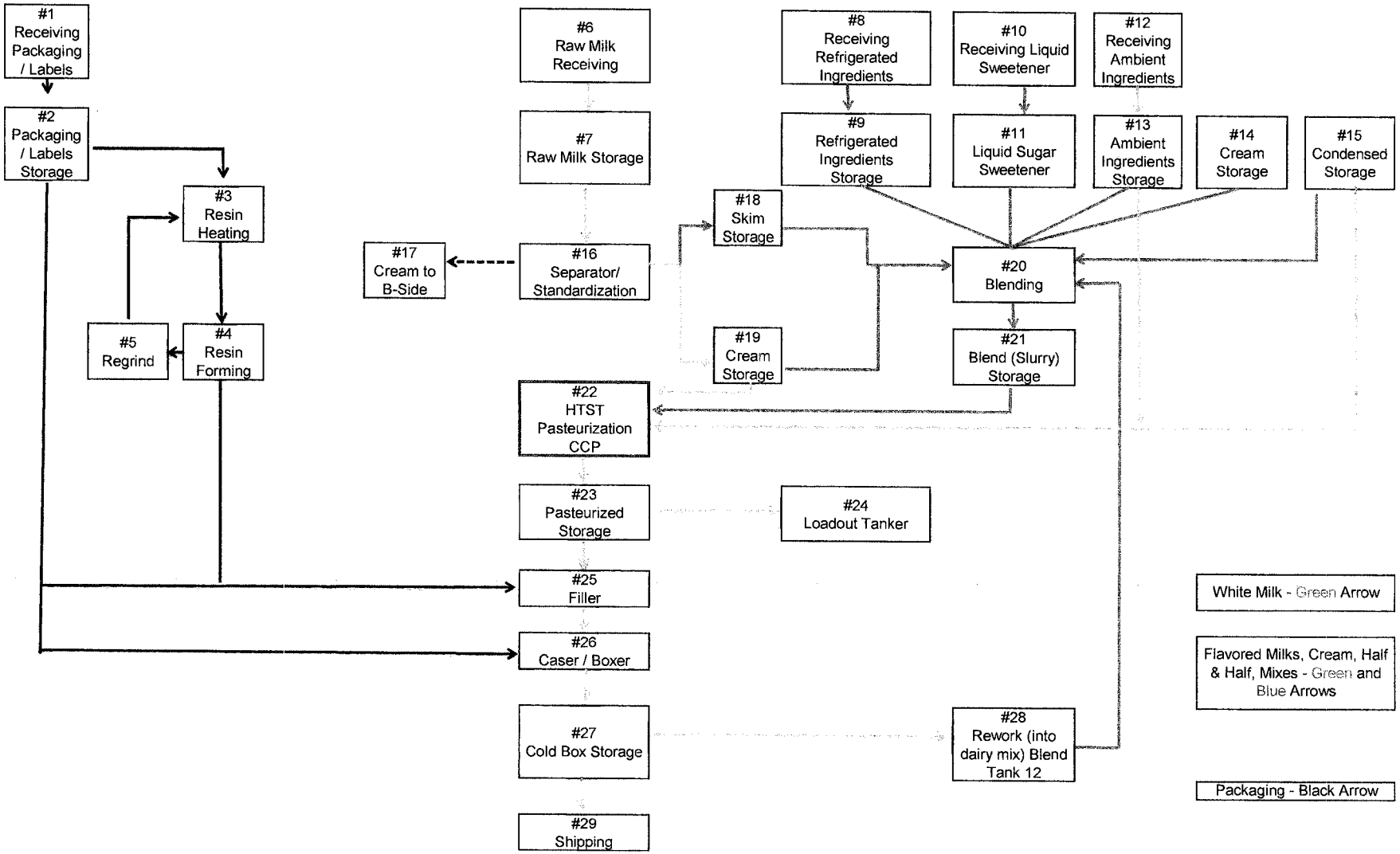
6. Management of the facility is committed to establish and maintain procedures for implementing corrective and preventive actions (CAPA). A correction and root cause analysis is to be conducted in the event of a preventive control deviation to ensure compliance with Regulatory Requirements, Company Policies and Programs.

7. Intentional omission or falsification of data and/or providing misleading or false information is a violation of company policy.

8. Appropriate sanitary environment and equipment conditions shall exist prior to start-up, during all food processing operations and end of production run.

9. Compliance with established food safety and food quality programs and policies is a condition of employment.

10. Product safety and quality shall be attained and maintained through the efforts of continuous improvement.


#1 Receiving Packaging / Labels
#2 Packaging / Labels Storage
#3 Resin Heating
#4 Resin Forming
#5 Regrind
#6 Raw Milk Receiving
#7 Raw Milk Storage
#8 Receiving Refrigerated Ingredients
#9 Refrigerated Ingredients Storage
#10 Receiving Liquid Sweetener
#11 Liquid Sugar Sweetener
#12 Receiving Ambient Ingredients
#13 Ambient Ingredients Storage
#14 Cream Storage
#15 Condensed Storage
#16 Separator/ Standardization
#17 Cream to B-Side
#18 Skim Storage
#19 Cream Storage
#20 Blending
#21 Blend (Slurry) Storage
#22 HTST Pasteurization CCP
#23 Pasteurized Storage
#24 Loadout Tanker
#25 Filler
#26 Caser / Boxer
#27 Cold Box Storage
#28 Rework (into dairy mix) Blend Tank 12
#29 Shipping
White Milk - Green Arrow
Flavored Milks, Cream, Half & Half, Mixes - Green and Blue Arrows
Packaging - Black Arrow

Process Preventive Control - Pasteurization	
Control Step	22
Hazard	Biological- Pathogenic Microorganisms (Listeria monocytogenes, E coli, Salmonella, Yersinia, Staphylococcus jejuni, Brucella, and other lesser known organisms)
Critical limits	**1. White Milk** - 161°F for 15 seconds* **2. Flavored Milk (Chocolate & Strawberry), Cream, Half & Half, and Dairy Mixes** - 166°F for 15 seconds* **3. Egg Nog** - 175°F for 25 seconds* *Milk is typically pasteurized at 161°F for 15 seconds*. If the fat content of the milk product is ten percent (10%) or greater, or a total solids of 18% or greater, or if it contains added sweeteners, the specified temperature shall be increased by 3°C (5°F). Provided, that eggnog shall be heated to at least the following temperature and time specifications: 175°F for 25 seconds or 180°F for 15 seconds. *As defined by the Pasteurized Milk Ordinance
Records	Pasteurization Recording Chart CDFA Quarterly Pasteurization Check CDFA Pasteurizer Log Book

Monitoring					
What	**How**	**Frequency**	**Who**	**Verification**	**Corrective Actions**
Time, Temperature, and Pressure	HTST Recording Chart	Continuous	CDFA licensed pasteurizer operator	Verify CDFA seals are intact, perform required daily pasteurization system tests and records on the pasteurization recording chart.	Do not continue to operate. Notify plant management. Place affected product on hold for evaluation and disposition by QA. Following an event, a complete CIP of the pasteurizer and all downstream equipment is required
		Within 7 Working Days	Department Management	Review pasteurization charts and verify operator performed proper system checks.	
		Monthly	PCQI	Verify during monthly audit that Plant Manager is reviewing pasteurization records correctly.	
		Quarterly	CDFA Milk Specialist	CDFA quarterly validation of pasteurization system.	

Purpose:
The purpose of the Food Safety Plan is to ensure procedures are established for the protection of food safety and quality. The plan is developed using the HACCP method- a process of examining potential for food safety hazards and establishment of measures for control of identified hazards. To comply with the SQF Code Requirement, Crystal Creamery is required to demonstrate that it has applied the HACCP methodology to the development of the Food Safety Plan.

Scope:
The Food Safety Plan shall be prepared in accordance with the HACCP method and shall encompass all products and processes at Crystal Creamery. The SQF Practitioner must verify and validate the Food Safety Plan.

Objective:
The Food Safety Plan is designed to provide a process for attaining food safety and quality. Pre-requisite Programs are the foundation of the Food Safety Plan and are a requirement of the element. A hazard analysis is performed for each product and process step. In developing the Food Safety, Plan Crystal Creamery is required to demonstrate that it has followed the twelve steps of HACCP.

Description:
Process steps where pre-requisite programs do not prevent, eliminate, or reduce food safety hazards to safe levels are to be designated as Critical Control Points (CCP). Each CCP must have defined critical limit(s), identified monitoring tasks (who, what, how, how often), defined corrective actions, identified verification and validation steps, and records that are continuously maintained.

Crystal Creamery has identified the pasteurization process in each department (Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks manufacturing) as a CCP and metal detection in Cottage Cheese, Sour Cream, Ice Cream, Butter and Powder.

The Critical Limits for Pasteurization are Time and Temperature. The Time and Temperature vary based on the type of product that is being pasteurized. Details of specific Time and Temperature can be found in each Department's specific HACCP Plan. These Critical Limits have been set forth in the Pasteurized Milk Ordinance (PMO) and they are enforced on a Quarterly Basis by the California Department of Food and Agriculture.

The Critical Limits for Metal Detection are the Ferrous, Non-Ferrous, and Stainless Steel Wands that are used. These wand sizes are determined by the Original Equipment Manufacturer (OEM) and vary at each Metal Detector. Each individual HACCP Plan details the specific wand sizes to be used on each individual line. Tasks associated with the food safety plan should be documented as work Standard Operating Procedures and appropriate staff should be trained in them. All staff shall be trained annually in HACCP and be accompanied by a quiz.

The Food Safety Plan establishes CCP's for product safety. Before full implementation, the SQF Practitioner must validate and verify that all critical limits in the Food Safety Plan have been met. On an annual basis, all metal detectors must be validated. The OEM of each metal detector shall calibrate each unit on an annual basis. Furthermore, metal detectors are verified on a daily basis by Crystal Creamery employees.

Pasteurizers are verified by the State of California on a Quarterly basis to ensure that the proper time and temperature is being reached. To a lesser degree, Pasteurizers are verified daily by Crystal Creamery licensed pasteurizer operators who verify that the temperatures of the indicating thermometer and recording thermometer are

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within one degree of each other, that the Cut-In and Cut-Out is functioning properly, and that all seals are in place. The time and temperature for each type of product has been validated through numerous studies and can be referenced in the Pasteurized Milk Ordinance (PMO) (see pages 91 & 92 in the 2017 PMO).

This Program is a summary of our Food Safety Plan. The Food Safety Plan is outlined in each Department's individual HACCP Plans. This is meant to give a brief overview of how Crystal Creamery addresses Food Safety. Specific Product Descriptions, Flow Diagrams, Hazard Analysis, and CCP Descriptions are documented and outlined in each department (Milk and Milk Products, Buttermilk, Cottage Cheese, Sour Cream, Ice Cream, Butter, Powder, Juices and Flavored Drinks manufacturing) HACCP Plans.

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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 19, 2020

Subject: Request for Approval of RFP#2021-CNS02 Fresh Produce and Services for 2020 – 2021 School Year.

Staff Analysis: The Child Nutrition Services Program (CNS) solicited RFP for Fresh Produce and Services for school year 2020-2021 following the federal competitive bid procedures to obtain the best service, price, local products and food safety protocols for a variety of fresh and seasonal fruits and vegetables to support child feeding programs. RFP for Fresh Produce and Services for the for the school year of 2020-2021 was publicized for two weeks via San Jose Mercury News and was mailed to Daylight Foods Inc, Bella Fresca Foods, FreshPoint, Sysco of San Francisco, Gold Star Foods, Watsonville Coast Produce, Coast Tropical , and Chef's Choice. On bid opening day, June 5th, we received five RFP's that met all RFP requirements.

Recommendation: CNS staff recommends awarding the bid and contract for RFP#2021-CNS02 for 2020-2021 to Daylight Foods Inc based on pricing and meeting all service level needs. As quantities are estimated, we anticipate the bid award at $400,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval

6.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Child Nutrition Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

- [ ] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Daylight Foods Produce

Address: 30200 Whipple Road City: Union City State: CA Zip: 94587

Phone: 510 931-4207 Email: chrisk@daylightfoods.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 1, 2020 end date July 31, 2021

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Provide a variety of fresh and seasonal fruits and vegetables to meet our component requirements for breakfast, lunch, and supper are purchased from vendor. Deliveries are made to five middle school sites twice a week to ensure quality of produce.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $400,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 Accountant Initials 6/19/20

_____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/19/20

Director of Fiscal Services: _____ Date: 6/24/20

Asst. Supt., of Business Services: _____ Date: 6/22/20

Superintendent: _____ Date: _____

PRODUCE PRODUCT LIST

2020 - 2021 VEGETABLE PRICING SHEET

Please complete **ALL** information includeing Pack size and Unit price for **ALL** items, ****Note: Case counts may be altered to reflect your offerings***

Produce BID 2020 - 2021 - VEGETABLE

ITEM DESCRIPTION	EQUIVALENT	PACK	AVG Monthly Use	FIRM UNIT PRICE
Bell Pepper- green		Each		$ 0.99
Bell Pepper Sliced Mix (Green and Red)		5#		$ 15.50
Broccoli Florettes, Pre Cut		4/3# cs		$ 17.45
Broccoli, Slaw		5# bag		$ 4.45
Cabbage, Grn, Shred 1/16"		4/5# bag/case	5 cs	$ 13.95
Cabbage, Grn, Shred 1/16"		5# bag		$ 3.50
Cabbage, Red, Shred 1/16"		5#		$ 5.95
Carrots, Baby Peeled		8/5# case		$ 29.00
Carrots, Baby Peeled		5# bag		$ 3.95
Carrots, Baby Peeled, IndvBags	1/2 cup	72/3 oz	12 cs	$ 14.95
Cauliflower Florettes, Pre-cut vacuum/sealed packed		3# bag		$ 6.75
Celery Sticks, 4" Pre Cut		5# bag		$ 7.50
Celery Sticks, 4" Pre Cut, 5# bag vacuum/sealed package		4/5# case	8 cs	$ 26.50
Cilantro, Split		6ct		$ 2.75
Coleslaw Mix vacuum/sealed packed		5# bag		$ 3.95
Cucumber Fresh USDA #1		36ct 1/24# case	76 cs	$ 15.35
Cucumber , Split		5# bag		$ 5.95
Fajita, Blend vacuum/sealed packed		5# bag		$ 13.00
Garlic, Jumbo		1# bag		$ 1.99
Jalapeno		2# bag		$ 1.99
Jicama, 4" Sticks, 5# Bag vacuum/sealed packed		1/5# bag	42 cs	$ 11.95
Lettuce, Iceberg, Shredded, USDA #1 Vacuum packed		4/5# bag	10 cs	$ 12.50
Lettuce, Greenleaf-Split		6ct	3 cs	$ 5.50
Lettuce, Greenleaf		Each		$ 0.89
Lettuce, Iceberg and Romaine Mix, shredded carrots and red cabbage 5#bag tall and cylyndrical in shape with crisp USDA #1 Vacuum packed/sealed		5# bag		$ 6.50
Lettuce, Romaine, Chopped USDA #1 vacuum packed/sealed		1/2# bag		$ 3.95
Lettuce, Romaine, Chopped USDA #1 vacuum packed/sealed		6/2# bag/case	26 cs	$ 14.50
Lettuce, Salad Mix USDA #1 vacuum packed/sealed		4/5# bag	25 cs	$ 12.95
Mushrooms, Medium		1/5#bag		$ 10.50
Onions, Green - case split		6 ct		$ 3.00
Onions, Green Cleaned		4/2# case 4 ct		$ 15.95
Onions, Red Medium		6 ct		$ 3.95
Onions, Yellow Medium		5# bag		$ 3.95
Onions, White, Diced 1/4"		5# bag		$ 8.95
Parsley		Bunch		$ 0.99
Radishes Cleaned		5# bag		$ 5.50
Spinach, Clipped, Cleaned		6/2.5# bag	17 cs	$ 15.50
Stir Fry Vegetables vacuum sealed/packed		5# bag		$ 13.95
Tomatoes, 5x6 Red, Loose USDA #1 pink to light red		25# case	5 cs	$ 18.95
Tomatoes- Grape Bulk 5#- 1/2 case -pink to light red, firm and smooth, free from cracks or blemishes		#10 case	25 cs	$ 16.95
Yam, Sticks		5# bag	90	$ 10.95
Zucchini, Whole		5# bag		$ 4.95
Tajin Fruit Seasoning- Low Sodium		12ct/14 oz		$ 28.95
VEGGIE OF THE MONTH OPTIONS		12ct/14 oz		$ -
Beets, Red, Shreds		1# Each	90	$ 2.99
Beets, Gold, Shreds		1# Each		$ 2.99
Carrots, MatchSticks		5#	90	$ 4.95
Carrots, Shredded		#5 BAG		$ 4.95
Carrots, Rainbow, Baby Peeled		8/5#		$ 28.00
Carrots, Rainbow, Baby Peeled		5# bag	90	$ 7.00
Carrots, Rainbow, Shred		5# bag		$ 6.75
Carrots, Rainbow, MAtchSticks		3# bag	90	$ 9.95
Cauliflower Florettes, Green, Pre-cut vacuum/sealed packed		3# bag	90	$ 9.95
Cauliflower Florettes, Orange, Pre-cut vacuum/sealed packed		3# bag		$ 9.95
Cauliflower Florettes, Purple, Pre-cut vacuum/sealed packed		3# bag		$ 9.95
Cauliflower, Riced, Pre-cut vacuum/sealed packed		1# Bag		$ 4.95
Cucumber, Coins, Pre-cut vacuum/sealed packed		5# bag	90	$ 11.85
Cucumber, Julienne Cut		5#		$ 14.50
Cucumber, Spears, Pre-cut vacuum/sealed packed		5# bag		$ 15.50
Radishes Cleaned, Shreds		1# Bag		$ 1.99
Snap Peas, Indv Bags	100/2oz.-1/2 cup	10# Case		$ 48.00
Snap Peas		1# bag	220	$ 2.99
Snow, Peas		1# Bag	70	$ 2.49
Squash, Zucchini Coin 1/4" 5 lB		1/5# bag	90	$ 9.95
Squash, Yellow, Julienne Cut		5# bag	90	$ 16.95
Squash, Zucchini, Noodles		2/3#bag		$ 17.50

PRODUCE PRODUCT LIST

2020 - 2021 FRUIT PRICING SHEET

Please complete **ALL** information including Pack size and Unit price for **ALL** items, ****Note: Case counts may be altered to reflect your offerings***

^ Average case count is based on usage for a 12-month school year.

ITEM DESCRIPTION	EQUIVALENT	PACK***	Avg Monthly Use	FIRM UNIT PRICE
FRESH FRUIT				$ -
Apples, Fuji (198) USDA FANCY	1/2 cup	40#/198		$ 24.00
Apple, Gala (198) USDA FANCY	1/2 cup	40#/198		$ 24.00
Apples, Varieties, Seasonal	1/2 cup	40#/198	**300 cs**	$ 24.00
Apple, Red Seasonal (198) USDA FANCY	1/2 cup	40#/198		$ 24.00
Apple, Red Delicious (198) USDA FANCY	1/2 cup	40#/198		$ 24.00
Bananas, Regular, Petite (150) USDA	1/2 cup	40#/150ct	**130 cs**	$ 19.95
Cantaloupe, 3ct		9-12 ct/case		$ 14.00
Honeydew Melon, 6 ct	1/2 cup	200/2 oz		$ 37.50
Lemon		12 ct		$ 3.75
Limes		12 ct		$ 8.50
Mandarins, Satsumas (100-120ct)	1/2 cup	25#/	**300cs**	$ 21.95
Orange Cara Cara's (138) USDA FANCY	1/2 cup	40#/138		$ 18.50
Oranges, Navel (138) USDA FANCY	1/2 cup	40#/138		$ 16.50
Nectarines (88-96) USDA FANCY	1/2 cup	25#/88-96		$ 22.00
Peaches, (70 size) USDA FANCY	1/2 cup	25#/70		$ 25.00
Pears, D' Anjou (135-150) USDA FANCY	1/2 cup	40#/135-150		$ 25.00
Pears, Bartlett (135-150)	1/2 cup	40#/135-150		$ 25.00
Plum (45-50) USDA FANCY		25#/45-50		$ 24.50
Strawberries USDA #1		8/1#		$ 18.00
Strawberries USDA #1	1/2 cup	1# Clamshell		$ 5.00
Tangelos	1/2 cup	25#		$ 23.00
Tangerines, Murcott		25#		$ 21.95
Watermelon, seedless		1 each		$ 5.65
PREPARED FRUIT				$ -
Apples, Red, Sliced, Indv Bags	1/2 cup	200/2 oz	**120cs**	$ 48.00
Apples, Fuji, Sliced Bulk	1/2 cup	200/2 oz		$ 48.00
Cantaloupe, Cubes		20#tub		$ 45.00
Cantaloupe, Cubes		4/5# Tub		$ 45.00
Fruit Mix, Fruit Salad, No pineapple	1/2 cup	20#tub		$ 48.00
Fruit Mix, Fruit Salad, with pineapple	1/2 cup	20#tub		$ 49.00
Grape Escapes, Indv Bags	1/2 cup	100/3 oz		$ 54.00
Grape , Lunch Bunch (Bunches)		22#/140		$ 23.85
Honeydew Melon, 3/4" Cut		4/5# Tub		$ 51.95
Honeydew Melon, 1" cut		4/5# Tub		$ 51.95
Mangoes, Diced 1/4"		2/5#		$ 38.95
Mangoes, Spears 4"	5#	4/5# Tub		$ 22.95
Orange Wedges, Indv Bags	1/2 cup	50 ct/4.7 oz		$ 36.00
PIneapple, Diced, 1/4"		5# Tub		$ 12.95
PIneapple, Diced, 3/4"		5# Tub		$ 16.95
PIneapple, Sliced		5# Tub		$ 18.95
PIneapple, Spears 4"	5#	4/5# Tub		$ 17.95
Watermelon, cubes, seedless 1"		5# Tub		$ 20.95
Watermelon, spears, seedless 4"		4/5# Tub		$ 56.80

Alum Rock Union Elementary School District /RFP #2021-CNS02
Fresh Produce and Services

SERVICE & SATISFACTION

Mission Statement

Service that delivers. Quality you can trust. Since the beginning, we have maintained our original promise – procure and deliver the highest quality and locally grown produce throughout Northern California. We continue to lead the industry in food safety and cater to the unique needs of food businesses focusing on cost effective pre-cuts, farm to fork programs, and continuously improving our sustainability. While quality and service are our first priorities, creating a more environmentally sound and healthy food system is a mission for all.

Objective

- Daylight Foods shall furnish and deliver Fresh Produce products to Alum Rock Union Elementary School District as described in RFP #2021-CNS02. Daylight Foods will meet the requirements in quantities designated, delivery windows, and quality of goods in accordance with the bid form, proposal, and specifications deemed required by the district

- Daylight Foods has the qualifications and ability to furnish and deliver Fresh Produce as specified, without the advice, control or supervision of Alum Rock Union Elementary School District in accordance with generally and currently accepted principles and practices of its profession for services to California schools.

- Daylight Foods will provide an in-house Customer Service team specifically for school service. This selected team will handle all the daily functions of the account. Daily maintenance based on the requirements can include but not limited to:
    - Order entry & system options
    - Order accuracy
    - Product specification management
    - Distribution accuracy and delivery window accuracy – coordinated through our Distribution Department with Dispatch.
    - Marketing Materials: Market report on the current market conditions along with announcements and holiday scheduling.

Financial Stability

Daylight Foods, Inc. is a wholesale food distributor that provides foodservice customers with fresh whole produce, in-house processing of fruits and vegetables, dairy, cheese, eggs, spices, Italian products and various frozen items. The customers are exceptionally well diversified and can be categorized as follows: Multi unit national chain restaurants, regional chains, white table cloth, nationally managed business, colleges and universities, K-12 schools, food manufacturing facilities, County and State facilities, independent restaurants, pizza restaurants, catering companies and other foodservice distributors. The geographical distribution area is one of the largest in Northern California. Daylight's facility is located in Union City, CA allowing it to be centrally located to the Bay Area, Central Valley and the Coast.

Daylight Foods has shown an exponential growth rate of 35% from 2017 to reach $78 million in 2018 and has continued to grow to a compounded annual growth rate ("CAGR") of 13% and reaching $90 million by 2020.

This growth is achieved through leveraging the company's core **competitive advantages**:

- Highly cost effective and efficient Supply Chain from farm to market
- A well established and diversified supplier base
- Highly diversified customer base: no customer represents more than 5% of total revenues
- In-house production of customized pre-cut solutions
- High quality & Safe Food products
- New innovative products
- Impeccable customer service

Alum Rock Union Elementary School District /RFP #2021-CNS02
Fresh Produce and Services

DELIVERY

Daylight Foods has a state-of-the-art facility located in Union City, CA. The distribution center encompasses over 90,000 sq. feet with four distinct temperature zones, refrigerated docks and an internal food processing facility. With 200 employees and over 52 refrigerated trucks, including 8 energy efficient hybrid trucks, the company distributes throughout Northern California from Eureka to San Luis Obispo and Redding to Bakersfield and reaches a total of over 900 customers.

Daylight Foods, Inc. is a wholesale food distributor that provides foodservice customers with fresh whole produce, in-house processing of fruits and vegetables, dairy, cheese, eggs, spices, Italian products and various frozen items. The customers are exceptionally well diversified and can be categorized as follows: Multi unit national chain restaurants, regional chains, white table cloth, nationally managed business, colleges and universities, K-12 schools, food manufacturing facilities, County and State facilities, independent restaurants, pizza restaurants, catering companies and other foodservice distributors.

Our drivers submit a daily DVIR (Driver-Vehicle Inspection Report) to our dispatch after ever route is finished. Appropriate measures are taken immediately if there are any safety issues discovered in the report. Otherwise we do monthly preventative maintenance on our fleet and quarterly BIT inspections. *"In 1988 The California Commercial Motor Vehicle Safety Act, commonly referred to as the Biennial **Inspection** of Terminals (**BIT**) Program, was enacted by the California Legislature in an effort to reduce the number of truck-related accidents on California's highways".*

In addition, our routing software and "real time GPS" allows our Transportation Department the ability to monitor and redirect drivers based on meeting our customers delivery windows. Daylight Foods understands the importance of getting to produce to the school sites on time allowing the CNS staff ample time to prepare the students meals.

During the term of this Agreement, and any extension of such term, Daylight Foods shall provide the following minimum service standards, Order fill rate- 98% with 48 hour leadtime. Delivery accuracy - 98%, Delivery, on-time - 98%, Customer service satisfaction- 98%.

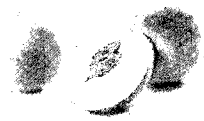
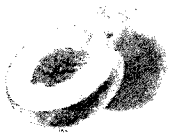
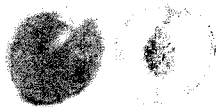
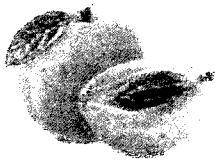
Please see attached Delivery Documents:

a. List of Daylight Truck Fleet
b. Reference of Timely and Accurate Delivery

Year	Make	Current Truck #	Vin #	Lic #	Box Type	G.V.W.	Lease Company	May Miles
2016	KENWORTH	428-877	2NKHHM6X3HM171992	73905R1	CLASS C	26000	PAC-LEASE/NORCAL	145,518
2017	KENWORTH	428-879	2NKHHM6X7HM171994	73907R1	CLASS C	26000	PAC-LEASE/NORCAL	112,656
2017	KENWORTH	428-880	2NKHHM6XXHM172105	83904A2	CLASS C	26000	PAC-LEASE/NORCAL	122,482
2018	KENWORTH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PAC-LEASE/NORCAL	106,367
2018	KENWORTH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PAC-LEASE/NORCAL	146,791
2018	KENWORTH	428-938	2NKHHM6X3JM215706	29274D2	CLASS C	26000	PAC-LEASE/NORCAL	123,701
2017	KENWORTH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PAC-LEASE/NORCAL	227,152
2017	KENWORTH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PAC-LEASE/NORCAL	170,726
2017	KENWORTH	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	PAC-LEASE/NORCAL	177,193
2019	PETERBILT	834-4234	2NP2HM6X7KM613616	36651P2	CLASS C	26000	PETERBILT / COAST COUNTIES	48,469
2019	PETERBILT	834-4235	2NP2HM6X9KM613617	36652P2	CLASS C	26000	PETERBILT / COAST COUNTIES	45,732
2019	PETERBILT	834-4236	2NP2HM6X0KM613618	36653P2	CLASS C	26000	PETERBILT / COAST COUNTIES	106,582
2019	PETERBILT	834-4237	2NP2HM6X2KM613619	36654P2	CLASS C	26000	PETERBILT / COAST COUNTIES	75,150
2014	KENWORTH	[illegible]	2NKHHM6X4EM410459	66722L1	CLASS C	26000	OWN	247,671
2014	KENWORTH	45	2NKHHM6X2EM410458	66721L1	CLASS C	26000	OWN	265,845
2014	KENWORTH	46	2NKHHM6X0EM410460	66728L1	CLASS C	26000	OWN	221,677
2015	KENWORTH	[illegible]	2NKHHM6X2FM441646	05845J1	CLASS C	26000	OWN	193,536
2015	KENWORTH	51	2NKHHM6X4FM441647	99022P1	CLASS C	26000	OWN	137,778
2014	KENWORTH	48	2NKHHM7X4EM410461	66739L1	CLASS B	33000	OWN	139,191
2014	KENWORTH	49	2NKHHM7X6EM410462	66740L1	CLASS B	33000	OWN	
2014	KENWORTH	50	2NKHHM7X6EM410464	66741L1	CLASS B	33000	OWN	394,449
2014	KENWORTH	47	2NKHHM7X8EM410463	66729L1	CLASS B	33000	OWN	297,551
2014	KENWORTH	35	1XKYDP9X9FJ441648	9F17718	CLASS A	80000	OWN	
2014	KENWORTH	43	1XKADP9XOEJ410465	9E39163	CLASS A	80000	OWN	
2013	KENWORTH	24	1XKAD49X8DJ369080	9E98525	CLASS A	80000	OWN	361,175
2013	KENWORTH	25	2NKHHM6A6EM385395	98330J1	CLASS C	26000	OWN	220,906
2013	KENWORTH	28	2NKHHM6A1DM385398	98325J1	CLASS C	26000	OWN	
2013	KENWORTH	[illegible]	2NKHHM7A6DM369081	98331J1	CLASS B	33000	OWN	265,880
2012	FREIGHTLINER	15	1FVACXDT0CDBV0848	56855F1	CLASS B	33000	OWN	131,811
	KENWORTH	428-579	2NKHHM6X6EM405330	86155L1	CLASS C	26000	OWN	240,949
2016	FORD	428-814	1FTYR2CV2GKA53213	52802Z1	VAN		OWN	
2017	FORD	428-815	1FTYR2CV7GKA49545	54083Z1	VAN		OWN	
2016	FORD	281156 PV	1FTBW2YMBHKA58173	72674F5	VAN		PENSKE	109,126
2016	FORD	174786 PV	1FTBW2YMGKB36162	72674F2	VAN		PENSKE	110,215
2019	UTILITY	Q62378	1UYVS2482K2690905		53'	65000	XTRA	
2019	UTILITY	Q62379	1UYVS2482K2690906		53'	65000	XTRA	
2019	UTILITY	Q62380	1UYVS2482K2690907		53'	65000	XTRA	

May Fruit Highlights

Farm to School

Item	Description	Units Per Case	Serving Size	Price	$ per Serving	Growing Region	Grower
	White Peaches (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	Yellow Peaches (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	White Nectarines (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	Yellow Nectarines (available May 15th)	108ct. (72 size)	1/2 cup	$21.50	$0.20	Kingsburg, CA	Scattaglia Growers
	Apricots	80-88ct	1/2 cup	$24.10	$0.17	Kingsburg, Ca.	Kingsburg Orchards
	Heirloom Navel Oranges	113ct	1/2 cup	$18.00	$0.15	Orosi, CA	Fruition Sales
	Red Raspberries	12ct (44 servings)	1/2 cup	$35.00	$0.79	California	Driscoll's
	Strawberries	8/1# (50 servings)	1/2 cup	$23.00	$0.46	Salinas	Duran Family Farms

Please visit us at www.daylightfoods.com | Prices and product availability are subject to change

Daylight Foods | 660 Vista Way, Milpitas CA 95035 | (408) 284-7307 | schools@daylightfoods.com

Alum Rock Union Elementary School District /RFP #2021-CNS02
Fresh Produce and Services
LOCAL SOURCING

Here at Daylight Foods, we work hard to support small, sustainable farmers who steward our local farm land. We employ two procurement models that help us offer local and sustainable produce that best fit the needs of our customers. Through our conventional distributor model, we are able to work directly with mid-to-large scale local farms that grow at a volume that helps us offer local produce at an affordable price. We are able to focus our procurement on small scale, diversified farmers within 250 miles of San Francisco Bay Area. By working directly with these small farmers who are often excluded from the wholesale market due to their size, we are able to support beginning farmers, farmers who grow specialty varieties and farmers who practice regenerative agriculture. Daylight Foods started the **Daylight 150** program in 2016, focusing on providing our customers with food that is grown in our backyard. The goals of the **Daylight 150** program are as follows:

- Emphasis on local sourcing- within a 150-mile radius of Daylight Foods.
- Supporting local family farms and investing in our local market
- Focus Organic and Seasonal Produce
- Ensuring Highest Freshness and Quality
- Focus on farms using sustainable growing and harvesting methods

In addition, Daylight Foods has assisted Universities and Institutions, help identify and partner with small farms through our Farm Accelerator Program, We facilitated relationships that directly supported local growers and seamlessly integrated with our customer operations. From invoicing to delivering, Daylight Foods has helped develop the logistics of local sourcing. This program supports small businesses, the preservation of local farmland and promotes sourcing tracibility. Daylight Foods has expanded the pool of small farmers that have access to large in-stitutions enabling more growers to become self reliant and participate in shaping the future of our food system. We plan on using this pool of small, local farmers to source the fruits and vegetables to feed the students at Alum Rock Union Elementary School District:

- Coke Farms – Fresh Fruit & Vegetables
- Chelan Fresh – Apples
- Bolthouse Farms – Carrots
- Boskovitch - Celery
- Clover Dairy Farms – Butter, & Dairy

- Field Fresh Farms - Broccoli
- Producers Dairy Farm - Dairy
- Andy Boy Farms – Lettuce, Leafy Greens
- Duran Farms - Berries
- Beesweet - Citrus
- Fruition - Citrus
- Scattaglia Farms – Stonefruit
- Taylor Farms – Lettuce, Leafy Greens
- Pacific Tomato Growers – Tomatoes

At Daylight we understand that improving working conditions on farms is both a challenge and a necessity and aim to leverage our buying power whenever possible. We currently work with several growers who utilize different fair labor certification schemes on some or all of their products. Three of the fair labor standards that we recognize at Daylight are Equitable Food Initiative, Food Justice Certification and Fair-Trade Certification.

Sustainability/Environmental Policy Program

Daylight Foods operates under a sustainable growth plan that incorporates company operations and sustainable practices.

- Operate a fleet of hybrid trucks to minimize carbon footprint
- Policy of "Zero Waste to Landfill"
- Waste produce donated to local farms for livestock feed
  -to date, 3 million lbs. has been kept out of landfill
- Promoted this program to other farms and producers
- Follow a FNTO (Food Never Thrown Out Policy)- Donate food to Local Food Banks and UCOP Food Pantries - to date 20,000 lbs. have been donated
- Energy efficient lighting throughout facility
- All cardboard compacted and recycled
- Our trucks are washed using a water collection and recycling process
- We use newsletter and social media to ensure continual information and purchasing opportunities for campus facilities to employ the use of more locally and organically grown produce
- We use recyclable totes to ship splits - these totes fold flat after use and the driver returns them to the warehouse for use the next day

Alum Rock Union Elementary School District /RFP #2021-CNS02
Fresh Produce and Services

List of Local Farms

Farm Name & City	Produce Item	Time of Year	Distance from Alum Rock USD
Andy Boy/Salinas	Green Leaf, Romaine	Apr-Sept	67 miles
AV Thomas/Atwater	Yams	Year Rd	85 miles
Baloian Farms/Fresno	Zucchini	May-Aug	138 miles
Beesweet/Fowler	Oranges	Year Rd	130 miles
Beesweet/Fowler	Tangerines, Mandarins	Jan-June	130 miles
Coke Farms/San Juan	Strawberries	Apr-Sept	45 miles
Del Mar/Westley	Cantelope, Honeydew	May-Sept	78 miles
D'Arrigo Bros/Salinas	Green Leaf, Romaine	Apr-Sept	67 miles
D'Arrigo Bros/Salinas	Cauliflower	Year Rd	67 miles
Delaina Farms/Kettleman City	Red onions, White onions	May-Aug	210 miles
Driscoll's/Watsonville	Strawberries	Apr-Sept	48 miles
Duda Farms/Salinas	Celery	Apr-Sept	67 miles
Duran/Watsonville	Strawberries	Apr-Sept	48 miles
Fruition Sales/Orosi	Mandarins, oranges	Jan-June	190 miles
Grimmway Farms/Arvin	Carrots all specs	Year Rd.	248 miles
HMC Marketing/Kingsburg	Grapes	June-Dec	178 miles
Ippolito/Salinas	Spinach	Apr-Sept	67 miles
Ippolito Salinas	Broccoli, Cauliflower	Year Rd	67 miles
Kingsburg/Fresno	Nectarines, Peaches	May-Sept	148 miles
Kingsburg/Fresno	Plums, Pluots	May-Oct	148 miles
Mann's Packing/Salinas	Coleslaw	Apr-Sept	67 miles
Monterey Mushroom/Watsonville	Mushrooms	Year Rd	88 miles
Murguia Fruit Co/Kingsburg	Oranges	Year Rd	168 miles
Pacific Tomato Growers/Tracy	Tomatoes	June-Sept	64 miles
Perry & Sons/Manteca	Watermelon	May-Sept	74 miles
Ratto Bros/Modesto	Romaine	Apr-Sept	86 miles
Steinbeck County Produce/Salinas	Cauliflower	Year Rd	67 miles
Steinbeck County Produce/Salinas	Cilantro	Apr-Sept	67 miles
Stellar Distributing/Chico	Kiwi	Sept-March	165 miles
Taylor Farms/Salinas	Romaine, Spinach	Apr-Sept	67 miles
Taylor Farms/Salinas	Broccoli, Cauliflower	Year Rd.	67 miles

DAYLIGHT FOODS, INC.

FOOD SAFETY HACCP

At Daylight Foods, our primary focus is on Food safety. Our goal is to procure, hold, process and distribute safe food products to our customers. Daylight Management is committed to enforce a HACCP plan as an extension to the existing food safety program in the best interest of its business and the customers in general.

HACCP team meetings will be conducted on a monthly basis and issues related to the progress, problems and improvements in our HACCP implementation will be discussed and documented accordingly.

Team responsibilities:

HACCP Coordinator: Conducts HACCP awareness trainings and is responsible for enforcing the HACCP plan on a daily basis. Overseas operations and documentation from a food safety standpoint, and coordinates with the HACCP team. Implements food safety policies, maintains documentation and conducts training.

Purchasing: Buyer's will purchase products from approved vendors to ensure safe product enters the facility and will report any deviations to the management. Buyer's will procure Certificates of analysis from the vendors and will have them on file to be in compliant with the HACCP Plan.

Receiving manager: Responsible for all inspections on the incoming product, trailers etc. This includes maintaining all required documentation. Any deviations in the procedures laid out for sanitation or temperature requirements on the product or trailers shall be rejected and documented accordingly. Responsible for placing the product in designated slots according to Lot codes.

Quality control/ Repack manager: Will perform Quality checks, Product rotation, in addition to implementing the FIFO policy. Responsible for continuous and accurate recording and documentation of temperatures within the coolers to ensure product quality.

Processing Manager: Responsible for quality check on the incoming product for processing. Also performs monitoring and documentation on the Control points and CCP's. Oversees operations, in the processing room to be in compliance with the company's food safety and HACCP plan.

Night Crew/Loaders: Responsible for shipping out good quality product. Also maintains basic Food safety procedures while loading the product into the trucks. Records and documents coolers, and freezer temperatures at regular intervals. Trailer inspections; Outbound load checklists

Transportation:

Responsible for maintaining the transport trailers in sanitary conditions and also to see that the refrigeration is adequate for the product. All the products shipped will be maintained at proper temperatures until they reach the intended customer.

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

6.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 19, 2020

Subject: Request for Approval of RFP#2021-CNS01 Distribution of Food Products and Paper Supplies for 2020-2021 School Year.

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Commercial Food Products and Paper Supplies for school year 2020-21 following the federal competitive bid procedures to obtain the best service, price and products for non-commodity commercial and grocery food items used to support child feeding programs. RFP for Commercial Food Products and Paper Supplies for school year 2020-21 was publicized for two weeks via San Jose Mercury News and was mailed to Sysco of San Francisco, Gold Star Foods, Danielsen, P&R Supplies, Individual Food Service and US Foods. RFP is to be awarded to two bidders, one for food products and second for paper supplies.

Recommendation: CNS staff recommends awarding the food products bid and contract for RFP#2021-CNS01 for 2020-2021 to Gold Star Foods, Inc. based on pricing and meeting all service level needs. As quantities are estimated, we anticipate the bid award at $800,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval

6.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

Child Nutrition Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Gold Star Foods, Inc.

Address: 3781 E. Airport Drive City: Ontario State: CA Zip: 91761

Phone: (909) 843-9600 Email: johncho@goldstarfoods.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 1, 2020 end date July 31, 2021

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Vendor will provide non-commodity commercial entrees and grocery food items needed to complete breakfast, lunch, and supper meal requirements and smart snack food sales. Deliveries will occur once to twice a week to five middle school sites and warehouse.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $800,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 _____ 6/19/20
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/19/20

Director of Fiscal Services: _____ Date: 6/24/20

Asst. Supt., of Business Services: _____ Date: 6/22/20

Superintendent: _____ Date: _____

ATTACHMENT "A" Pricing List – Food and Paper Supplies

	Alum Rock Union School District								
	2020-2021								
	Food								
Category 1	Beverages-Shelf Stable	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F1-1	Smoothie, Non-Dairy (1CUP/8 oz.) Fruit, 100% Juice, No Sugar Added, Assorted Flavors **List All Available Flavors SB 12 Smart Snack Compliant** Reference Brand: Switch or equal or equivalent to	24ct/8 oz.	30	SWITCH	**00352SM**-STRWBRY/BNAN **00354SM**-MANGO	00352SM-240285 00354SM-240286	24/8OZ	$0.61 + CRV	$14.57 + CRV
F1-2	Juice, 100% Juice, 4.23oz (1/2c fruit) shelf stable assorted flavors **List All Available Flavors** Reference brands: Apple & Eve or equal or equivalent to	40 ct/ 4.23 oz.	150	APPLE AND EVE	**86000TPF**-APPLE **86001TPF**-FPUNCH **86003TPF**-ORNGTANG **86004TPF**-WHT GRAPE	86000TPF-200022 86001TPF-200024 86003TPF-200026 86004TPF-200028	40/4.23OZ	$ 0.17	$ 6.70
F1-3	Juice, 100% Juice, 4.23oz (1/2c vegetable) shelf stable assorted flavors **List All Available Flavors** Reference brands: Apple & Eve or equal or equivalent to	40 ct/ 4.23 oz.	3,000	APPLE AND EVE	**24023TPF**-TRPCAL TWST **24024TPF**-PWR PUNCH **24025TPF**-GOLD RUSH	24023TPF-203070 24024TPF-203426 24025TPF-209103	40/4.23OZ	$ 0.22	$ 8.80
F1-4	Milk, Soy Shelf Stable Organic (nutritional value equivalent to milk) 8oz, Vanilla Reference brand: Kikkoman or equal or equivalent to	24 ct/8 oz.	20	KIKKOMAN INTERNATIONAL	**6185**-CHOC **6184**-VANILLA	6185-207888 6184-VANILLA	24/8OZ	$ 0.68	$ 16.22

Gold Star Foods

F1-5	Water Bottled, 16.9oz Reference brands; Crystal Geyser, Nestle, Pure Life, Arrowhead, Niagara, or equal or equivalent to	32 ct/ 16.9 oz.	500	CRYSTAL GEYSER	35001	248713	35/16.9OZ	$0.14 + CRV	$4.85 + CRV
Category 2	Bread Products= All bread products need to be WG Rich	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F2-1	Biscuit, Dough WG 2.10 oz. 1.5G Reference Brand: Rich's or equal or equivalent to	214 ct/2.1 oz.	30	RICHS	9315	403750	216/2OZ	$ 0.18	$ 38.42
F2-2	Bun, Bavarian Pretzel, 1G, WG, bulk Reference Brand J&J Snack Foods, Bavarian Bakery or equal or equivalent to	120 ct/ 2.2 OZ	10	J & J SNACK FOODS	7051	405997	120/2.2OZ	$ 0.37	$ 44.71
F2-3	Bread, Ciabatta Sliced, Roll, WG, 2 oz., 2 G, Reference Brand: Shannon's or equal or equivalent to	144ct,/ 2 oz.	20	SHANNONS	SB-480	138911	144/2OZ	$ 0.32	$ 46.17
F2-4	Bread, Sliced, WG, 1 oz., 1G, 28 Usable Slices per loaf Reference brand: Bake Crafter, Ovenfresh, or equal or equivalent to	12 ct/ 24 o.	150	PAPAPITA BAKERY	F1490	141317	15/24SL	$ 1.50	$ 22.47
F2-5	Bun, Hamburger, 4" WG, 2G Reference Brand: Gold Star, Ovenfresh or equal or equivalent to	96 ct/2.0 oz.	620	GOLD STAR FOODS	F2176	112952	144CT	$ 0.19	$ 26.71

Gold Star Foods

F2-6	Bun, Hot Dog, Mini 3.75", WW, 1 oz,1 G Reference Brand: Home Market Foods, Eisenberg or equal or equivalent to	192 ct/ 2 oz.	600	EISENBERG	412	141465	12/16CT	$ 0.27	$ 51.50
F2-7	Bun, Hot Dog, 6", WG, 1.8oz, 2 G Reference Brand: Shannon's, Gais or equal or equivalent to	108 ct/ 2 oz.	200	GOLD STAR FOODS	F2656	112960	108CT	$ 0.10	$ 11.14
F2-8	Cinnamon Roll Dough, Freezer to Oven, WG, 1 G reference Brand or equal or equivalent to	100ct/2.7 oz.	65	PILLSBURY	100-94562-11111-0	141214	100/2.7OZ	$ 0.27	$ 27.17
F2-9	Roll, Dinner Aloha, 1oz, WG, 1G, 24 in pack, Brand: Shannon's, Gold Star, or equal or equivalent to	192 ct/ 1 oz.	100	GOLD STAR FOODS	341	133960	144/1 OZ	$ 0.17	$ 25.12
F2-10	Roll, Dinner, Unsliced, 1oz, WG, 1G, Bulk, 24 in pack, Reference Brand: Shannon's or equal or equivalent to	192 ct/ 1 oz.	700	SHANNONS	SB-220	133930	192/1 OZ	$ 0.14	$ 26.50
F2-11	Rolls, Hoagie Style, WG, Hearth Baked, Split Top, Fully Sliced 5" 3 G, Reference Brand Bakecrafters or equal or equivalent to	64/2.75 OZ	195	GOLD STAR FOODS	348	133949	120/2OZ	$ 0.18	$ 21.30
F2-12	Toast, Texas, WG, Garlic, RF, RS, BULK 1 G, Reference Brand-Bakecrafters or equal or equivalent to	120 ct/1.31 OZ	100	BAKE CRAFTERS	1605	134558	120/1.31OZ	$ 0.20	$ 24.55

Gold Star Foods

F2-13	Tortillas, Corn, 6" WG 1G Reference Brand: Mi Rancho, La Tapatia, Aranda, or equal or equivalent to	240 ct/2.25 oz.	65	MI RANCHO	100289	305517	6/60CT	$ 0.04	$ 15.99
F2-14	Tortillas, Flour, 6" WG 1G-Reference Brand: Mi Rancho, La Tapatia, Aranda, Azteca or equal or equivalent to	240 ct/2.25 oz.	50	MI RANCHO	100346	139799	24/10CT	$ 0.07	$ 16.65
F2-15	Tortilla, 6", White Thick Tortilla, 1.75 G, Reference Brand Mi Rancho or equal or equivalent to	360 ct. /1.75 oz.	50	MI RANCHO	100330	141088	12/24CT	$ 0.06	$ 16.50
F2-16	Tortillas, Flour, 8" WG 1.5G Reference Brand: Mi Rancho, La Tapatia, Aranda, Azteca or equal or equivalent to	180 ct/ 1.5 oz.	20	MI RANCHO	100347	305679	20/10CT	$ 0.11	$ 22.38
F2-17	Tortilla, 8" Flour WWW, 2G Reference Brand Mi Rancho or equal or equivalent to	200ct/2.0 oz.	100	MI RANCHO	100849	139875	20/10CT	$ 0.12	$ 23.59
Category 3	Cereals	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F3-1	Cereal, Bowl pack, ONLY reduced sugar & gluten free equals 1G **List All Available Flavors** Reference brand: General Mills, Kellogg's, Post or equal or equivalent to	96 ct/1 oz.	2,000	GENERAL MILLS	**31922**-LS TRIX **31888**-LS COCO PUFFS **29444**-LS CINN TST CRUNCH	31922-203128 31888-203119 31888-203119	96/1.13OZ	$ 0.22	$ 21.52
	Cereal, Bowl pack, including reduced sugar, nut free equals 1G	96 ct/1 oz.	1,000		**78788**-RS FROOT LOOPS				

Gold Star Foods

F3-2	**List All Available Flavors** Reference brand: General Mills, Kellogg's, Post or equal or equivalent to			KELLOGGS	78786-CINNA FLAKES 78787-RS APPL JCKS	78788-203128 78786-203224 78787-203149	96/1OZ	$ 0.22	$ 21.22
F3-3	Granola, IW, 1oz, 1G **List All Available Flavors** Reference brand: Fieldstone Bakery or equal or equivalent to	144ct/ 1oz.	240	FIELDSTONE	596596/09788	203393	144/1OZ	$ 0.26	$ 37.98
F3-4	Granola, Bulk Reference brand: Fieldstone Bakery, Kellogg's, or equal or equivalent to	4ct/50oz	10	FIELDSTONE	547610/09799	203041	4/50 OZ	$ 9.20	$ 36.79
Category 4	Snacks	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F4-1	Almonds, Dry, Roasted, Snack Pack IW, Chili Lime Flavored, **List All Available Flavors**, Smart Snack SB12 Compliant Reference Brand: Heart Ridge or equal or equivalent to	144ct/ 1 oz.	10	HEART RIDGE	4017-CHILI LIME 4018-PICANTE 4019-SPCY NACHO 4020-SRIRACHA 4021-SWT CINNA 4102-SMKIN BITS 4087-WHL NAT 4088-SEA SLT	TBD	144/1OZ	$ 0.51	$ 73.51
F4-2	Beef Jerky, Snack Pack, IW Peppered, **List All Available Flavors** IW, SB 12 Smart Snack Compliant Reference Brand Jack Links or equal or equivalent to	48 ct/ .85 oz.	10	JACK LINKS	7717-TERIYAKI 7719-PEPPER 7721-ORIGINAL	7717-203485 7719-203486 7721-203487	48/.85OZ	$ 1.20	$ 57.55

Gold Star Foods

F4-3	Beef Sticks , Fat Fuel, IW, 1 MMA, Snack Pack, **List All Available Flavors**, SB12 Smart Snack Compliance Reference Brand Carl Budding/ Old Wisconsin or equal or equivalent to	144ct/.5 oz.	10	CARL BUDDIG	12948	209164	144/.5OZ	$ 0.38	$ 54.78
F4-4	Turkey Sticks, IW, 1 MA, Fast fuel, Snack Pack, **List All Available Flavors** SB 12 Smart Snack Compliant Reference Brand Carl Budding/ Old Wisconsin or equal or equivalent to	144ct/.5 oz.	10	HIGHLAND BEEF FARMS	OW128	239642	24/0.5OZ	$ 0.42	$ 9.99
F4-5	Cheese, Cubes RF Cheddar, 1 oz. IW, 1M Reference Brand: Land-o-Lakes or equal or equivalent to	200ct/1 oz.	130 cs	LAND O LAKES	44113	403439	200/1 OZ	$ 0.31	$ 61.72
F4-6	Cheese Dip Cup, Chili Con Queso, 2 OZ 2G, SB 12 Smart Snack Compliant Reference Brand Highland Beef Farms or equal or equivalent to	240 CT/2 oz.	125	HIGHLAND BEEF FARMS	DF37	240205	240/2OZ	$ 0.46	$ 109.57
F4-7	Chips, Baked Single Serve (1 oz. - 2.25 oz.) **List available flavors** Reference Brand: Frito Lay, Doritos, Pop Chips, or equal or equivalent to	104 ct/1.0 oz.	20	FRITO LAY	**62933**-CHEETOS ORIGINAL **62984**- CHEETOS FLAMIN HOT **66689**-FUNYUNS **36098**-CHS FANTASTIX **43587**-HOT FANTASTIX	62933-208585 62984-208586 66689-240175 36098-200726 43578-202529	104/.875OZ	$ 0.30	$ 31.38

Gold Star Foods

F4-8	Chips, Fun Size (0.5 oz. - 0.75 oz.) **List available flavors** Reference Brand: Frito Lay, Pop Chips, Doritos, or equal or equivalent to	120 ct/ .75 oz.	30	FRITO	**19852**- CORN CHIPS **19846**-POTATO CHIPS	19852-200712 19846-200710	120/.75OZ	19852-$0.16 19846-$0.13	19852-$18.86 19846-$15.27
F4-9	Chips, RF Single Serve, (0.75 oz. - 1.5 oz.) **List available flavors** Reference Brand: Frito Lay, Doritos, Pop Chips or equal or equivalent to	72 ct/ .75 oz.	30	DORITOS	**31748**-RF NACHO **36096**-RF COOL RNCH **49093**-RF SPCY SWT CHILI **21912**-RF PUFS HOT **21910**-RF CHEETOS PUFS **62829**-RF FLAMS TORTILLA	31748-200720 36096-200724 49093-202527 21912-203210 21910-203217 62829-239220	72/1OZ	$ 0.30	$ 21.73
F4-10	Chips, Onion Flavored, Rings, IW, Snack Size, SB12, Smart Snack Compliant Reference Brand Funyuns or equal or equivalent to	104 ct/.75 oz.	10	FUNYUNS	66689	240175	104/.75OZ	$ 0.30	$ 31.38
F4-11	Chips, Potato, Baked Flavored, BBQ, IW, Snack Size, **List All Available Flavors** SB12 Smart Snack Compliant Reference Brand: Baked lays or equal or equivalent to	60 ct/.875	20	LAYS	**33627**-SOUR CRM & ONION **32078**-BBQ **33625**-BKD POTATO CRISP	33627-202891 32078-202892 33625-202893	60/.875OZ	$ 0.30	$ 18.11

F4-12	Chips, Potatoes, Grooved, Baked, Flavored, Cheese Flavor, IW, Snack Size, , **List All Available Flavors**, SB12 Smart Snack Compliant Reference Brand: Ruffles Baked Lays or equal or equivalent to	60 ct/.8 oz.	10	RUFFLES	56882	203718	60/.8OZ	$ 0.30	$ 18.11
F4-13	Chips, Popcorn Quinoa, (1 oz.) 1 G, GF, vegan, IW **List All Available Flavors** Reference Brand: Safe & Fair Food Company or equal or equivalent to	60 ct/ 1 oz.	10	SAFE + FAIR	**0203**-OLIVE OIL & SEA SLT **0201**-SWT & SLTY **0202**-SWT SRIRACHA	TBD	20/1OZ	$ 0.66	$ 13.25
F4-14	Chips, Tortilla Round, Bulk, 1" round salted 1oz.=1G Reference brand: La Tapatia, Warnock, Aranda or equal or equivalent to	12#	280	LA VENCEDORA	80834/EL2R	209543	6/2LB	$ 2.38	$ 14.29
F4-15	Chips, Tortilla Round, Salted IW 1.5 oz. 1G Reference Brands: Warnock, La Tapatia, Aranda, or equal or equivalent to	112 ct/1.5 oz.	1500	LA VENCEDORA	80833	209541	150/1.5OZ	$ 0.16	$ 23.95
F4-16	Crackers, Belly Bears, WG 1G Graham Honey or Cinnamon Reference brand: J&J Snack foods or equal or equivalent to	200 ct/1 oz.	1200	J & J SNACK FOODS	**56071**- HONEY **56072**-CINNAMON	56071-202601 56072-202733	200/1OZ	$ 0.13	$ 26.15

F4-17	Grahams, Fruit, Flavored, Belly Bear, IW, WG 1 oz., 1 G Reference Brand: MJM Marketing or equal or equivalent to	300 ct/1 oz.	10	MJM MARKETING	**403001**-APPLE CINNA **401001**-BERRY	403001-203018 401001-248575	300/1 OZ	$ 0.12	$ 36.77
F4-18	Cookies, Snack Bag, IW, 1.2 - 2.0 oz., SB12 Smart Snack Compliant **List All Available Flavors**, Reference Brand: Grandma's Cookies or equal or equivalent to	80ct/ 1.2 oz.	10	GRANDMAS COOKIES	**66154**-CHOCO **22642**-BLUEBRY VANILLA	66154-240244 22642-248921	80/1.22OZ	$ 0.30	$ 23.99
F4-19	Crackers, Cheez-It assorted flavors IW WG 1G **List available flavors** Reference brand: Kellogg's or equal or equivalent to	175 ct/1 oz.	70	KELLOGGS	24100-79263	203137	175/.75OZ	$ 0.16	$ 28.53
F4-20	Crackers, Chat Snax Vanilla Crunch Grahams, WG, 1G, List available Flavors Reference Brand: Kellogg's, or equal or equivalent to	210 ct/1 oz.	130	KELLOGGS	12695	TBD	210/1OZ	$ 0.19	$ 39.92
F4-21	Cracker, Goldfish Grahams, Honey Bun Flavor, 1G Reference Brand: Pepperidge Farms or equal or equivalent to	300 ct/1 oz.	130	PEPPERIDGE FARM	25083	248356	300/1OZ	$ 0.20	$ 59.78
F4-22	Cracker, Gold fish, WG, 1G Reference Brand: Pepperidge Farm, Keebler, or equal or equivalent to	300 ct/1 oz.	50	PEPPERIDGE FARM	18105	200290	300/.75OZ	$ 0.17	$ 50.57
	Crackers, Wheat Basics, WG 1G, IW			BACK TO BASICS					

Gold Star Foods

F4-23	Reference brand: Back to Basics, or equal or equivalent to	150 ct./ 1 oz.	130	BACK TO BASICS JNS	37501	203350	150/.8OZ	$ 0.18	$ 27.17
F4-24	Cups, No Nut Butter Cups, Peanut Free, 1 oz. cups 1MMA Reference Brand: Back to Basics, or equal or equivalent to	220 ct./ 1 oz.	117	BACK TO BASICS JNS	1016	248675	220/1OZ	$ 0.40	$ 88.10
F4-25	Dried Fruit Snack Pouch, IW Flavored, 1/2 Cup Fruit Equivalent Per Portion Pack, No Artificial colors or Flavors, **List All Available Flavors** Reference Brand Ocean Spray Strawberry Flavored Dried Cranberry Snacks or equal to or equivalent to	200ct/1.16 oz.	500	OCEAN SPRAY	**23444**-CHERRY **23445**-STRWBRY **22545**-ORANGE **22044**-WTERMELONE **23447**-CRANBRY	23444-203165 23445-203180 22545-208210 22044-239300 23447-249269	200/1.16OZ	$ 0.21	$ 42.65
F4-26	Mini Donuts, WG IW, 6ct, white, Powdered, **List All Available Flavors**, Reference Brand Super Bakery, Goody man or equal or equivalent to	72 ct/3.3 oz.	10	SUPER BAKERY	**7787**-PWRD **7786**-CHOCO	7787-139661 7786-139662	72/3.3OZ	$ 0.65	$ 47.05
F4-27	Meal Kits, Shelf Stable, 2M/MA, 1 ¼ G, 1/2 c F, **List All Available Flavors**, Reference Brands: Five Star Gourmet, ES Foods, Notables, Meal Breaks, or equal or equivalent to	30 ct/ 9.5 oz.	2500	EASTSIDE ENTREES	**61402**-PB & J **61436**-CHKN BITE **61435**-BBQ BITE **61434**-BEAN DIP CHEESE	61402-249234 61436-249237 61435-249225 61434-249233	30 CT	61402-$2.23 61436-$2.45 61435-$2.45 61434-$2.66	61402-$66.85 61436-$73.37 61435-$73.37 61434-$79.89

F4-28	Meal Kits, Thaw & Serve, 2M/MA, 2G, 1/2 c F, 1/2c V **List All Available Flavors**, Reference Brands: Five Star Gourmet, ES Foods, Notables, Meal Breaks or equal or equivalent to	30 ct/ 9.5 oz.	2500	EASTSIDE ENTREES	**FG10508**-HNY MUSTRD CHIX **FG10509**-SNDWCH CHSE **FG10507**-BBQ CHIX SLIDERS	FG10508-305751 FG10509-305752 FG10507-305754	30/9.09 OZ	$ 2.19	$ 65.65
F4-29	Pastry, Fruit Filled, WG, 1 G Strawberry , **List All Available Flavors**, Reference Brand: Fieldstone, Strawberry delights or equal or equivalent to	128ct/1.41 oz.	10	FIELDSTONE	**09823**-APPLE **09825**-STRAWBRY	09823-203087 09825-203042	128/1.41OZ	$ 0.23	$ 29.24
F4-30	Popcorn Snack Size Bag, flavored White Cheddar, **List All Available Flavors**, Reference Brand Smart food Delight or equal or equivalent to	75ct/.5 oz.	10	SMART FOODS	28400309004	249186	72/0.5OZ	$ 0.30	$ 21.73
F4-31	Popcorn, .5oz, Smart Snack Compliant **List All Available Flavors**, Reference Brand: Frito Lay, Smart food or equal or equivalent to	72 case	10	SMART FOODS	28400309004	249186	72/0.5OZ	$ 0.30	$ 21.73
F4-32	Pop tart, Single assorted flavors Smart Snack Compliant **List All Available Flavors**, Reference Brand: Kellogg's or equal or equivalent to	120 ct/ 1.6 oz.	90	KELLOGGS	**55122**-CINNAMON **12070**-FUDGE **55130**-STRWBRY **17196**-BLUBRY	55122-202859 12070-207878 55130-202835 17196-240261	120/1.76OZ	$ 0.28	$ 33.88

F4-33	Popcorn, Kettle Style Flavor, ,IW Snack Pack, SB12 Smart Snack Compliant **List All Available Flavors** Reference Brand: Snak King or equal or equivalent to	60 ct/ 1 oz.	30	SNAK KING	205188	202685	60/1OZ	$ 0.37	$ 22.25
F4-34	Puffs, Jalapeno Cheddar IW, Snack Size, Flavored, 1 G SB12 Smart Snack Complaint **List All Available Flavors**, Reference Brand: Snak King or equal or equivalent to	200ct/.78 oz.	20	SNAK KING	**240183**-CHSE PUFFS **274295**-CINNA **240184**-JALAPENO CHESE PUFFS	240183-203394 274295-203400 240184-207867	200/.78OZ	$ 0.25	$ 50.50
F4-35	Raisins, 1/2c fruit 1.33oz Reference flavor: Sun Maid, Packer Label, Boghosian Farms, or equal or equivalent to	144 ct/ 1.3 oz.	400	BOGHOSIAN	93873171/10108855	202545	144/1.5OZ	$ 0.19	$ 26.88
F4-36	Rice Krispie Treat WG 1.3oz, SB 12 Smart Snack Compliant, Reference Brand: Kellogg or equal or equivalent to	80 ct/1.4 oz.	200	KELLOGGS	**11052**-RICE KRISPIES **14567**-CHOC CHIP	11052-203316 14567-239261	80/1.41OZ	$ 0.39	$ 30.87
F4-37	Rice Krispie Treat, Mini WG 0.39oz Reference brand: Kellogg or equal or equivalent to	600 ct. .39 oz.	25	KELLOGGS	38000-51109	202712	600/.39OZ	$ 0.13	$ 79.35

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F4-38	Snack Bar, Granola, 1G, Chock Chunk FLAVOR, SB12- Smart Snack Compliant **List All Available Flavors**, Reference Brand: Quaker Oats or equal or equivalent to	125 ct/1.40 oz.	10	QUAKER	56587	248595	125/1.41OZ	$ 0.19	$ 23.64
F4-39	Snacks, Bar, Soft Filled, 1 G, WG Flavored, **List All Available Flavors** Reference Brand: General Mills Toast Crunch Bar or equal or equivalent to	72ct/2.36 oz.	415	PILLSBURY	**110978**-CINN TST CRNCH **111032**-COCOA PUFFS	110978-141180 111032-141181	72/2.36OZ	$ 0.48	$ 34.46
F4-40	Snack Kits, Breaks, Shelf Stable, Mini Animal Crackers, Apple Juice,1G, ¾ c F IW Reference Brand: JA Food Service, ES Foods or equal or equivalent to	30 ct	200	EASTSIDE ENTREES	61282	TBD	30 CT	$ 0.83	$ 24.78
F4-41	Sunflower Seeds, assorted flavors IW 1M **List All Available Flavors** Reference brand: Dakota Gourmet, Azar, or equal or equivalent to	150 case	600	TOOLS FOR SCHOOLS	**1133**-SALTED **1129**-HNY RSTD	1133-249265 1129-249264	325/1.1OZ	1133-$0.16 1129-$0.19	1133-$53.59 1129-$62.33
F4-42	Tortilla Chips, IW Top and Go, Snack Pack, 2 G, Flavored, **List All Available Flavors** Reference Brand: Doritos Top and Go or equal or equivalent to	44ct/1.4 oz.	390	DORITOS TOSTITOS	**20518**-NACHO **20510**-TOP N GO	20518-248602 20510-248603	44/1.4OZ	$ 0.47	$ 20.47

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F4-43	Tortilla Pieces, El Hombre Nacho Cheese Tortilla Pieces, WG 2G IW Reference Brand, The Popcorn Man or equal or equivalent to	90 ct/1.6 oz.	120	THE POPCORN MAN	2005	240323	90/1.6OZ	$ 0.56	$ 50.82
Category 5	Dry Goods	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F5-1	Cheese Cups, 2oz, Non-GMO, No MSG, Made with 100% Cheese, Shelf Stable, 1M/MA **List available flavors** Reference Brand: Highland Beef Farms, or equal or equivalent to	240 ct/ 3 oz.	200	HIGHLAND BEEF FARMS	**DF37**- CHILI CON QUESO **DF157**-SMKD GOUDA CHSE **DF175**-CHDRD CHSE	DF37-240205 DF157-TBD DF175-TBD	240/2OZ	DF37-$0.46 DF157-$0.39 DF175-$0.49	DF37-$109.57 DF157-$93.91 DF175-$117.39
F5-2	Chili Packets, Thai seasoning, IW, Bulk, Reference Brand Kikkoman or equal or equivalent to	300ct/1 oz.	5	KIKKOMAN INTERNATIONAL	1566	248405	300/1OZ	$ 0.14	$ 42.11
F5-3	Corn, canned no salt added Reference brand: Del Monte or equal or equivalent to	6/#10	60	SENECA	36763	239230	6/#10	$ 4.33	$ 25.99
F5-4	Gravy Turkey Mix Instant, 16 oz. Packet Reference brand: LeGout, Foothill Farms, or equal or equivalent to	8/16 oz. Packets	40	KENT PRECISION FOOD GROUP	430428/079T-T0700	200136	8/14OZ	$ 3.68	$ 29.47
F5-5	Hominy, White, Canned Reference Brand: Teasdale or equal or equivalent to	6/#10	45	TEASDALE	TEA-LTB-0610	209797	6/#10	$ 2.82	$ 16.90
	Juice, Lemon, 32oz								

F5-6	Reference Brand: Lucy's Royal Brand, or equal or equivalent to	12/32oz	2	LUCY'S	1009	239381	12/32OZ	$ 1.26	$ 15.11
F5-7	Ketchup, 9 gm Packet Reference brand: Heinz, Americana, or equal or equivalent to	1000 ct/9 gm	700	HEINZ	130009848000	405304	1000/9GR	$ 0.02	$ 16.44
F5-8	Marinara Sauce, 1 oz. cup Reference brand: PPI, Taste Pleasers, Bosco's or equal or equivalent to	100 ct/1 oz.	50	TASTE PLEASER GOURMET	7160370001800	405301	100/1OZ	$ 0.09	$ 8.74
F5-9	Mayonnaise, 9 gm packet- Reference brand: Americana or equal or equivalent to	200 ct/ 9 gm	100	AMERICANA	7160370023400	202829	200/9GM	$ 0.04	$ 7.89
F5-10	Mustard, 4.5gm packet Reference brand: Americana or equal or equivalent to	500 ct/ 5.5 gm	80	AMERICANA	7160377605300	208281	500/5.5GM	$ 0.01	$ 6.30
F5-11	Pan Spray Butter Mist 14 oz. Reference brand: Butter Buds, Pam or equal or equivalent to	6 ct 14 oz.	25	PAM	63111	209378	6/17OZ	$ 2.51	$ 15.04
F5-12	Pepper Jalapeno, Sliced, Canned Reference Brand: Las Palmas, Del Sol or equal or equivalent to	6/#10	80	DEL SOL	DS00115	209918	6/#10	$ 3.24	$ 19.46
F5-13	Pickle, Chips, Dill 1/8" thin crinkle cut, gallons Reference brand: Kruger, Homemade, Heinz or equal or equivalent to	4/1 gal	45	KLEIN	65041	TBD	4/1GL	$ 4.48	$ 17.93

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F5-14	Relish, 9gm packet Reference brand: Americana or equal or equivalent to	500 ct/ 9 gm	60	AMERICANA	7160370024600	209415	200/9GM	$ 0.03	$ 5.91
F5-15	Rice, Brown, 25#, regular Reference: Uncle Ben's, Cal Rose or equal or equivalent to	25#	80	RICELAND	3520026225	203005	25LB	$ 11.42	$ 11.42
F5-16	Rice, White, 25#, regular Reference: Uncle Ben's, Cal Rose or equal or equivalent to	25#	80	PEAK	189664530	113198	1/25LB	$ 12.57	$ 12.57
F5-17	Salad Dressing, Asian Sesame Gallons Reference brand: T Marzetti or equal or equivalent to	4/1gal	20	MARZETTI COMPANY	41464	201596	4/1GL	$ 9.75	$ 38.99
F5-18	Salad Dressing, Caesar Gallons Lite Reference brand: T Marzetti, Hidden Valley Ranch, or equal or equivalent to	4/1gal	10	MARZETTI COMPANY	80064	209557	4/1GAL	$ 9.87	$ 39.49
F5-19	Salad-Dressing, Italian 12gm Packet-Reference brand: PPI, Americana, or equal or equivalent to	200 ct/12 gm	25	AMERICANA	7160376079900	209413	200/12GM	$ 0.03	$ 5.89
F5-20	Salad Dressing, Ranch Gallons Lite Reference brand: T Marzetti, Hidden Valley Ranch, or equal or equivalent to	4/1gal	40	MARZETTI COMPANY	80088	248479	4/1GAL	$ 8.46	$ 33.85

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Gold Star Food

F5-21	Salad Dressing, Ranch 12 gm Reference brand: PPI, Americana or equal or equivalent to	200 ct./ 12 gm	600	AMERICANA	7160370023800	202633	200/12GM	$ 0.03	$ 6.30
F5-22	Sauce, Creamy Garlic, 30 oz. Reference Brand: Armanino Foods of Distinction, Inc. or equal or equivalent to	3/30 oz. case	5	ARMANINO	698068/1808F	TBD	3/30OZ	$ 10.89	$ 32.68
F5-23	Sauce, Harissa, 30 oz., Reference Brand: Armanino Foods of Distinction, Inc. or equal or equivalent to	3/30 oz. case	5	ARMANINO	696044/1812F	TBD	3/30OZ	$ 10.89	$ 32.68
F5-24	Sauce, Green, Jalapeno Pepper, Bulk Packs 1/2-gallon Front of House Dispenser Size, Reference Brand Tabasco Brand or equal or equivalent to	1/2 Gallon Pump Dispenser	5	MCILHENNY	713290/00580	TBD	2/0.5GAL	$ 24.07	$ 48.13
F5-25	Sauce, Chipotle pepper, bulk, packs, 1/2 Gallon Dispenser Size, Front of House, Reference Brand –Tabasco Brand or equal or equivalent to	1/2 Gallon Pump Dispenser	10	MCILHENNY	713234/00799	TBD	2/0.5GAL	$ 24.07	$ 48.13
F5-26	Sauce, Hot Buffalo Style Bulk Pack, 1/2 Gallon Dispenser size, Front of House, Reference Brand or equal or equivalent to	1/2 Gallon Pump Dispenser	10	FRANK'S	346790/74161	202150	4/1GL	$ 13.67	$ 54.68

Gold Star Foods

F5-27	Sauce, Salsa de Molcajete, Roja, Refrigerated and Individually Bagged, Recipe Prep 1/4CUP, 1 OC, Reference Brand- Del Real or equal or equivalent to	3/4 LB	30	DEL REAL	504-5	305362	3/4LB	$ 6.55	$ 19.64
F5-28	Sauce, Orange, Low Sodium, No MSG, No Artificial Flavor, No High Fructose Corn Syrup, 4.8LB Bottle Reference Brand: Nippon Shokken, Minor or equal or equivalent to	6/4.8#	120	NIPPON SHOKKEN	294	240215	6/4.8LB	$ 11.91	$ 71.47
F5-29	Sauce Tomatillo, 5# bag Reference brand: Real Mex or equal or equivalent to	4/5LB	20	REAL MEX FOODS	15030	110657	4/5LB	$ 11.64	$ 46.55
F5-30	Sauce, Teriyaki, No MSG, Glaze or Marinade, No Artificial Flavor, No High Fructose Corn Syrup, 4.9LB Bottle Reference Brand: Nippon Shokken, or equal or equivalent to	6/4.9#	20	NIPPON SHOKKEN	3	239365	6/4.9LB	$ 6.66	$ 39.95
F5-31	Sauce Enchilada Red Original, #10 can Reference brand: Las Palmas or equal or equivalent to	6/#10	20	LAS PALMAS	359374/11050	202666	6/#10	$ 4.94	$ 29.61
	Seasoning, Salt, Iodized, 26oz								

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F5-32	Reference Brand, Cargill, or equal or equivalent to	24/26 oz.	3	MORTON	TBD	TBD	24/26OZ	$ 0.89	$ 21.24
F5-33	Soup Base Chicken, NO MSG 1LB Reference Brand: Foothill Farms or equal or equivalent to	1#/12 case	20	KENT PRECISION FOOD GROUP	430400/062T-T0700	200130	12/16OZ	$ 2.65	$ 31.78
F5-34	Spices, Chili Powder, Domestic Reference Brand: Tampico, or equal or equivalent to	2#	10	PACIFIC SPICE	CHILPWLR112I	209701	16OZ	$ 5.07	$ 5.07
F5-35	Spices, Garlic Powder, Domestic Reference Brand: Tampico, or equal or equivalent to	1#	10	PACIFIC SPICE	1GP121	202040	1LB	$ 7.11	$ 7.11
F5-36	Spices, Garlic Salt, Domestic Reference Brand: Tampico, or equal or equivalent to	1#	10	PACIFIC SPICE	GAS12I	202042	19OZ	$ 3.59	$ 3.59
F5-37	Spices, Onion Powder, Domestic Reference Brand: Tampico, or equal or equivalent to	1#	10	PACIFIC SPICE	2OP12125	202052	1.25LB	$ 5.43	$ 5.43
F5-38	Spices, Pepper Black, Ground, Domestic Reference Brand: Tampico, or equal or equivalent to	1#	10	PACIFIC SPICE	PEPBG12I	202014	1LB	$ 4.65	$ 4.65
F5-39	Fruit Seasoning, Low Sodium, 14.1oz Reference Brand: Tajin or equal or equivalent to	12 ct/14 oz.	20	TAJIN	66900	208131	12/14OZ	$ 3.26	$ 39.09
F5-40	Table Syrup, 1 oz. Cup Reference Brand: Americana, Smuckers, or equal or equivalent to	100 ct/ 1 oz.	800	AMERICANA	7160370022400	202907	100/1OZ	$ 0.05	$ 5.20

F5-41	Taco Sauce, 9grm packets Medium Reference brand: Americana, Casa Solana, or equal or equivalent to	500ct/ 9 gm	120	AMERICANA	7160370024800	202830	500/9GM	$ 0.02	$ 11.13
Category 6	Dairy Products	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F6-1	Cheese, Parmesan Shredded Reference brand: Lakeview, Arezzio or equal or equivalent to	4/5# bag	10	LAND O LAKES	356398/41750	305433	6/2LB	$ 8.41	$ 50.48
F6-2	Cream Cheese, Cup Plain 1 oz. Reference brand: Smithfield, Philadelphia or equal or equivalent to	100 ct/ 1 oz.	500	HAHNS	FG83405	300211	100/1OZ	$ 0.15	$ 15.24
F6-3	Yogurt, Strawberry, 4oz, Tube List available flavors Reference brand: General Mills, Dannon, Yoplait or equal or equivalent to	48 ct/ 4 oz.	1200	YOPLAIT	49295	305575	96/2OZ	$ 0.23	$ 21.88
F6-4	Yogurt, Pouch Vanilla 64oz Reference brand: Yoplait, General Mills, Dannon, Parfait Pro or equal or equivalent to	6 ct/64oz	60	YOPLAIT	485781/16632	300474	6/4 LB	$ 4.52	$ 27.14
F6-5	Yogurt, Fruit Flavored, Low Fat 4 oz. assorted flavors **List available flavors** Reference brand: Dannon, or equal or equivalent to	48 ct/ 4 o.	1500	DANNON	**73463**-NF STRWBRY **73559**-LF VANILLA **73558**-NF STRWBRY/BANNA **104657**-NF CHRY/RASPBRY	73463-300453 73559-300470 73558-300454 104657-305677	48/4OZ	$0.23	$ 10.96

Category 7	Lunch: Center of the Plate	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F7-1	Burger, Vegetarian Black Bean, 2M/MA Reference brand: Morning Star, Don Lee or equal or equivalent to	48ct/4.2 oz.	60	MORNINGSTAR (KELLOGGS)	49938/526241	113253	12/4/2.9OZ	$ 3.19	$ 38.29
F7-2	Burger, Vegetarian, 3.20 oz., 2M/MA, 1/8 c Red/Orange, CN Label Reference brand: Morning Star, Don Lee or equal or equivalent to	72/4.2 oz.	60	DON LEE FARMS	CN10325	133652	72/3.2OZ	$ 0.91	$ 65.42
F7-3	Cheese, Mozzarella Sticks, Breaded, 2 oz., 2M/MA, 2 G Reference Brand Tasty Brands or equal or equivalent to	144 ct/ 1 oz.	30	TASTY BRANDS	41009	406789	6/5 LB	$ 13.08	$ 78.49
F7-4	Cheese, Mini Ravioli, Breaded, 1.5 G, 1M/Ma, Bulk, Reference Brands Tasty Brand or equal or equivalent to	221 ct/ 7 oz. serving	120	TASTY BRANDS	00834WG	403537	221/2.17OZ	$ 0.38	$ 83.71
F7-5	Cheese, Lasagna Rollup, 2m/ma, 1G Reference Brand: Tasty Brands or equal or equivalent to	110/ 2 oz.	120	TASTY BRANDS	00801WG	401876	110/4.30OZ	$ 0.75	$ 82.61
F7-6	Cheese, Tortellini (ready to Eat), 1 M/MA, .5G Reference Brand: Tasty Brands or equal or equivalent to	211/ 14 oz. serving	120	TASTY BRANDS	00830WG	406428	6/5LB	$ 14.71	$ 88.28

F7-7	Chicken, Cubes, Bulk or IW **List All Available Flavors** Reference Brand: Foster Farms or equal or equivalent to	6/3 lb case	30	FOSTER FARMS	99706-CAJUN 99707-CHILE VERDE 99708-PARMESAN GARLIC	TBD	6/3LBS	$ 11.74	$ 70.43
F7-8	Chicken, Drumsticks, Hot 'N Spicy, Breaded, 2 M/MA, .75 G Reference Brand Tyson or equal or equivalent to	72-113 case	300	TYSON	10300160928	406491	108/2.82OZ	$ 0.85	$ 92.24
F7-9	Chicken, Fillet, NAE, WG Breaded, Spicy, CN 4 oz., 2 M, 1.25 G Reference Brand Gold Kist or equal or equivalent to	80 ct/ 4 oz.	600	GOLD KIST	776667	TBD	156/3.05OZ	$ 0.49	$ 76.91
F7-10	Chicken, Breast, Spicy Guajillo tenders CN WG, 4.35 oz., 2 M/MA, 1 G, ALL White Meat, Bulk Reference Brand: Gold Kist or equal or equivalent to	110 ct/4.35 oz.	30	GOLD KIST	7576	406412	1/30LB	$ 100.59	$ 100.59
F7-11	Corn Dog, Chicken, NAE, LF, 4oz. Bulk, CN WG 2M/MA, 2G Reference Brand: State Fair, Foster Farms, or equal or equivalent to	72 ct/ 4 oz.	700	FOSTER FARMS	94125	409656	72/4OZ	$ 0.52	$ 37.48
F7-12	Corn Dog, Mini, Chicken, WG, .67 oz. Each, CN Label, 4.00oz = 2M/MA, 2G Reference Brand: Foster Farms, State Fair, or equal or equivalent to	40 ct/ 4.0 oz.	500	FOSTER FARMS	96086	100766	2/5LB	$ 11.14	$ 22.28

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F7-13	Egg Roll, Chicken, 3oz, CN Label WG 1M/MA, 1G , 1/4 c Other Veg Reference brand: Schwan's, Minh's or equal or equivalent to	60ct/ 3 oz.	380	MINH	69461	113285	60/3OZ	$ 0.58	$ 34.79
F7-14	Hot Dog, All Natural Uncured Angus Beef, 16-1, 3 ½", 1 oz., 1 M Reference Brand: Home Market Foods, Eisenberg or equal or equivalent to	192 ct /1 oz.	360	EISENBERG	35596-0174	140009	4/3LB	$ 13.60	$ 54.40
F7-15	Hot Dog, Skinless, Boneless Beef, 6", 8 per pound, 2M/MA, CN Labeled Reference: Miller, Ever good, Alpine, Eisenberg, or equal or equivalent to	80 ct/ 2 oz.	350	EISENBERG	108	140322	80CT	$ 0.42	$ 33.70
F7-16	Hot Dog, Turkey , 6", 8 per pound, 2M/MA Reference Brand: Longmont, Foster Farms or equal or equivalent to	80 ct/ 2 oz.	120	HOFFY	1204	134796	2/5LB	$ 6.47	$ 12.93
F7-17	Hot Dog, Pretzel Wrapped, Chicken, 4.46oz, WG, No Nitrates, IW 2M/MA, 2G Reference brand: Michael B's Food Products or equal or equivalent to	80 ct/ 4.46 oz.	300	MICHAEL B'S BESTWAY	PD446	134419	60/4.46OZ	$ 1.11	$ 66.60

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F7-18	Hot Dogs, Double Dogs, Chicken, 4oz, IW, No Nitrates, 2M/MA, 2G Reference Brand: Michael B's, Elements, or equal or equivalent to	60ct/4 oz.	425	MICHAEL B'S BESTWAY	DD400	134300	60/4OZ	$ 0.87	$ 52.46
F7-19	Meatballs, Beef with Red peppers and Sweet Potatoes, 3 oz., Bulk, 2 M, ¾ c V Reference Brand: Home Market Foods, Eisenberg, or equal or equivalent to	53ct/3 oz.	30	EISENBERG	6100	TBD	10LB	$ 30.03	$ 30.03
F7-20	Noodles, Chow Mein, Frozen, WG, Vegetarian, With Carrots, Edamame and Teriyaki Sauce, Pre-cooked, 1G, 1Veg, Serving size 4.06oz, 5.68 LB Bag Reference brand: Asian Food Solutions, Inc. or equal or equivalent to	6/5.68lb	100	CHEFS CORNER	OFC-2192	134302	6/5 LB	$ 8.20	$ 49.17
F7-21	Noodles, Yakisoba, 2 G Reference brand TMI or equal or equivalent to	6/5.68lb	100	TMI	681328/C980136-6	TBD	6/5LB	$ 7.99	$ 47.93
F7-22	Pizza, 5 " Pepperoni, 2M, 2G Reference Brand: Schwan's, Tonys or equal or equivalent to	72ct/ 5.5 oz.	600	TONY'S	78314	406699	60/4.8OZ	$ 0.99	$ 59.61
F7-23	Pocket, Spicy Bean and Cheese, Bulk, 5.5oz, WG, 2M/MA, 2G			BELL TASTY	CHIMINA2B	137715	60/5.5OZ	$ 0.69	$ 41.20

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[illegible]	Reference brand: Bell Tasty Foods Inc., or equal or equivalent to	60 ct/ 5.5 oz.	600	[illegible]	[illegible]	[illegible]	[illegible]	$ [illegible]	$ [illegible]
F7-24	Pocket, Bean, Cheese and Verde Salsa, Bulk, 4oz, WG, 2M/MA, 2G Reference brand: DOS Rojos Food Company, or equal or equivalent to	60 ct/ 5.5 oz.	300	DOS ROJOS	BCP-400B	113388	60/6OZ	$ 0.64	$ 38.55
F7-25	Pork, BBQ, Chopped with Carnitas Citrus Marinade CN, 2.0 oz., 2.5 M/MA Reference Brand Brookwood Farms or equal or equivalent to	60 lb	10	BROOKWOOD FARMS	12303	405857	4/5LB	$ 13.65	$ 54.59
F7-26	Pork, BBQ chopped, with LS Texas Western Marinade, CN 4.0 oz., 2.5 M/MA Reference Brand: Brookwood Farms or equal or equivalent to	60 lb	10	BROOKWOOD FARMS	12307	405721	4/5LB	$ 9.71	$ 38.82
F7-27	Rice, Vegetable, With Edamame and Carrots, WG, 5LB Bag, 1G, 1Veg per serving Reference brand: Asian Food Solutions or equal or equivalent to	8/5#	60	ASIAN FOOD SOLUTIONS	78001	405441	8/5LB	$ 10.00	$ 80.00
F7-28	Tamale, Chicken in green sauce, fully cooked, wrapped in traditional corn husk, 1 M/MA, 1 G Reference brand: Del Real, Michael B's or equal or equivalent to	12/4 Ct	360	DEL REAL	124	134584	48/5OZ	$ 0.85	$ 40.77

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Category 8	Assorted Frozen & Refrigerated Items	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F8-1	Bar, Chewy Oat, Cinnamon Apple, WG, 2.8oz, 1G Reference Brand: Fat Cat or equal or equivalent to	110 ct/2.9 oz.	300	FAT CAT SCONES	CAOC96	141233	96/2.9OZ	$ 0.47	$ 45.40
F8-2	Brownie, Chocolate Fudge, 2oz IW Smart Snack Compliant Reference brand: Buena Vista, Fat Cat or equal or equivalent to	96 ct/ 2 oz.	71	BUENA VISTA	82220	134564	96/2OZ	$ 0.39	$ 37.50
F8-3	Edamame, Shelled bulk Reference brand: Fresh Produce or equal or equivalent to	24#	150	FRESH PRODUCE	F997	134232	1/24 LB	$ 32.99	$ 32.99
F8-4	Fruit Cup, Frozen 4.4oz 1/2c Fruit, no artificial colors, 100% Juice, assorted flavors SB12 SMART SNACK COMPLIANT **List All Available Flavors** Reference brand: J&J Snack Foods, Whole Fruit, Sidekicks, Tio Pepes ,Wawona, Cool Tropics or equal or equivalent to	96 ct/4.4 oz.	100	J & J SNACK FOODS	**23060015**-WTRMLN **23060000**-WILD CHRY **23060005**-POMEGRNT **48453**-SOUR RASP **48450**-SOUR WRTMLN	23060015-113089 23060000-113090 23060005-133862 48453-140883 140884-48450	96/4.4OZ	$ 0.30	$ 29.13
F8-5	Italian Ice Cup, 4.4oz, assorted flavors 100% fruit juice 1/2c fruit **List All Available Flavors** Reference Brand: Rosati or equal or equivalent to	96 ct/4.4 oz.	30	ROSATI	**354686**-SWT APPLE **35459**-SOUR CHRRY **354709**-SWT HRT ITALIAN **354747**-HOPPIN ICE JELLYBEAN **448MAFJ**-MANGO **448WMFJ**-WTRMLN **71242952**-BLUE RAZ/LEMONADE **354693**-SOUR APPLE **354761**-HAPPY B DAY CAKE **354778**-HAPPY B DAY MANGO **354785**-HAPPY	354686-100605 35459-100608 354709-100610 354747-133709 448MAFJ-138745 448WMFJ-138776 71249252-140195 354693-133790 354761-134383 354778-134384 354785-138863 354877-140872 354884-140911 35473-113092 354754-133708	90/4.4OZ	$ 0.33	$ 29.35

Gold Star Foods

F8-6	Juice, Fruit, (1/2) cup, 1F, 4 OZ, IW Carton ,100% Juice, 100% Natural, Assorted Flavors ,- **List All Available Flavors** Reference Brand: Suncup or equal or equivalent to	70ct/4 oz.	300	SUNCUP	30301-APPLE 30800-FRUIT PUNCH 31200-ORNGE/PINEAPLE 32000-APPLE CHRYY 30100-ORANGE 30501-GRAPE	30301-102464 30800-102468 31200-113049 32000-113050 30100-102462 30501-102466	70/4OZ	30301-$0.13 30800-$0.13 31200-$0.13 32000-$0.13 30100-$0.14 30501-$0.14	30301-$9.07 30800-$9.17 31200-$9.34 32000-$9.34 30100-$9.88 30501-$9.93
F8-7	Juice, Frozen, Shelf Stable, Slushie, 1/2 cup/4 oz., 1F, 100% Fruit Juice, Reference Brand: Welch's or equal or equivalent to	60 ct/4 oz.	750	COOL RIPS WELCH'S	13001-BLUE RAZZ 12004R4-PARADISE PUNCH 12002R4-KIWI STRAWBRY 13006-SOUR APPLE 13007-CHERRY/LIMEADE 14501-GRAPE 14503-WHTE GRP PEACH 14502-BERRY 14504-WHT GRP CHRRY	13001-202576 12004R4-202579 12002R4-202577 13006-203727 13007-23732 14501-208350 14503-239303 14502-239302	60/4OZ	COOL RIPS-$0.34 WELCH'S-$0.39	COOL RIPS-$20.54 WELCH'S-$23.59
F8-8	Juice, Smoothie, Shelf Stable, freeze then Serve, 4 oz. cup ½ cup fruit, **List all available Flavors** Reference brand: Juice Alive or equal or equivalent to	96 ct/ 4.4 oz.	320	SWITCH	00352SM	240285	24/8OZ	$ 0.61	$ 14.57
F8-9	Peas, Green, Domestic Reference Brand: Inn Foods or equal or equivalent to	20#	200	WORLDS FINEST	12312	101474	1/20LB	$ 16.55	$ 16.55
F8-10	Soup, Hearty Chicken with WG Noodles, 42oz bag, .5 M/MA, .5 G Reference Brand: Norpac Soup Supreme or equal or equivalent to	4ct /42oz	10	CAMPBELL'S	11836	100280	3/4LB	$ 12.50	$ 37.50
F8-11	Vegetable Garden Blend, Broccoli, Cauliflower, Italian Type Green Beans, Carrots, Zucchini, Yellow Squash, Red Peppers, 4oz bags			CONAGRA	5084/2700053983	TBD	6/32OZ	$ 5.42	$ 32.54

Gold Star Foods 4

	Reference Brand: Norpac American Harvest or equal or equivalent to	6/4oz	30						
Category 9	Breakfast: Center of the plate	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
F9-1	Bagel, Plain, 4.0oz, Bulk, Sliced, 5ct per package, WG 2G Reference brand: Lenders, Tony Roberts or equal or equivalent to	60 ct/ 4.0 oz.	800	TONY ROBERTS	30174	134084	54/4OZ	$ 0.35	$ 18.64
F9-2	Bagels, WG, Sliced, IW, Cinnamon Raisin, **List all available Flavors**, Reference brand Bakecrafters or equal or equivalent to	84/2.2 oz.	180	TONY ROBERTS	**19232**-WHEAT BAGEL **38453**-CINNA RAISIN	19232-102558 38453-134147	72/2.24OZ	19232-$0.33 38453-$0.34	19232-$23.80 38453-$24.47
F9-3	Breakfast Bar, Mini Twin Pack, 2.8oz, IW 2G Reference brand: Sky Blue Bakery or equal or equivalent to	80 ct/2.8 oz.	250	SKY BLUE FOODS	HWBTW280	134817	80/2.8OZ	$ 0.38	$ 30.25
F9-4	Breakfast Stix Twisted, Fruit, 1MMA, 1G, Blueberry, Cinnamon Reference Bulk or IW with wrappers **List all available Flavors**, Conagra/The Maxx or equal or equivalent to	96ct/2.3 oz.	325	THE MAX	77387-12611	406499	96/2.3OZ	$ 0.51	$ 49.06
F9-5	Bun, Bavarian Pretzel, 2.5 G, WG, Bulk Reference Brand J&J Snack Foods or equal or equivalent to	108ct/2.7 oz.	260	J & J SNACK FOODS	7054	TBD	108/2.7OZ	$ 0.42	$ 45.88

Gold Star Food

F9-6	Cinnamon Roll, 2.8oz, IW, WG, 2G Reference brand: Bake Crafters, Shannon's, Buena Vista, Richs, or equal or equivalent to	72 ct/ 2.8 oz.	550	BAKE CRAFTERS	1287	TBD	72/2.8OZ	$ 0.42	$ 29.95
F9-7	Cinnamon Rolls, Mini Pull Apart, 2.29oz, IW, WG, 2G Reference Brand: General Mills Pillsbury, Shannon's, Bakecrafters, Buena Vista, Richs, or equal or equivalent to	72ct/ 2.29 oz.	620	PILLSBURY	33686	113361	72/2.29OZ	$ 0.44	$ 31.85
F9-8	Donuts, Honey WG, IW, 1.75G, Reference Brand Bakecrafters or equal or equivalent to	60ct/3 oz.	520	SKY BLUE FOODS	FWD290	134518	90/2.8OZ	$ 0.33	$ 29.83
F9-9	Donuts, Mini, WG, IW, 2G, Chocolate enrobed Reference Brand Bakecrafters or equal or equivalent to	72ct/ 3 oz.	10	BAKE CRAFTERS	1929	138004	72/3.2OZ	$ 0.53	$ 38.05
F9-10	Donuts Mini, WG, IW, 2G, Powdered Sugar, Reference Brand Bakecrafters or equal or equivalent to	72ct/ 3 oz.	10	BAKE CRAFTERS	1931	138005	72/3.2OZ	$ 0.51	$ 36.49
F9-11	Oatmeal, Oats Instant Loose Packet, Reference Brand- Quaker Oats or equal to or equivalent to	60ct/3 oz.	20	QUAKER	31682	TBD	64CT	$ 0.23	$ 14.63

F9-12	Oatmeal, Oats Instant Loose Packet, Reference Brand- Quaker Oats or equal to or equivalent to	48 ct/.98 oz.	20	QUAKER	43661	203240	48/.98OZ	$ 0.19	$ 8.88
F9-13	French Toast Sticks, 3.3oz, 3 Sticks, WG, 2.25G Reference brand: Bake Crafters, or equal or equivalent to	140 ct/3.3 oz.	400	BAKE CRAFTERS	442	138009	5/2LB	$ 3.91	$ 19.55
F9-14	French Toast Sticks, WG Rich Bulk 1MMA, 1G, Portion to Provide at least 95 Calories with no more than 4.5 Grams of Fat. Must contain less than 190.0 mgs of Sodium Reference Brand Bakecrafters or equal or equivalent to	108ct /1.48 oz.	390	BAKE CRAFTERS	447	139402	5/2LB	$ 3.91	$ 19.55
F9-15	Frudel, assorted flavors IW WG 2G **List All Available Flavors** Reference Brand: Pillsbury or equal or equivalent to	72ct/ 2.29 oz.	200	PILLSBURY	127852-APPLE 127851-CHERRY	127852-112999 127851-113000	72/2.29OZ	$ 0.48	$ 34.46
F9-16	Loaf , Blueberry, 1.8oz, WG, 1oz Reference Brand: Buena Vista Foods, or equal or equivalent to	120ct/ 1.8 oz.	330	BUENA VISTA	60013	406589	120/1.8OZ	$ 0.29	$ 35.29
F9-17	Muffin, Corn Batter, 1.5oz, Pail, WG, 1 G Reference flavors: Fat Cat, or equal or equivalent to	2/9#	80	FAT CAT SCONES	WGCOWMFN-9#	134323	2/9LB	$ 19.16	$ 38.32

Gold Star Foods

F9-18	Muffin, Batter, WG, 1G, Assorted Flavors **List All Available Flavors** Reference brand: Fat Cat, or equal or equivalent to	2/9#	50	FAT CAT SCONES	**WGBANMFN9#**-BANANA **WGBLUMFN9#**-BLUEBRY **WGAPLMFN9#**-APLE CINNA **WGMBMFN9#**-MIX BRY **WGDCMFN9#**-DBL CHOC **WGBANCCMFN9#**-BAN CHOC **WGPMPMFN9#**-PUMPKIN **WGLEMMFN9#**-LEMON	WGBANMFN9#-134260 WGBLUMFN9#-134261 WGAPLMFN9#-138893 WGMBMFN9#-138946 WGDCMFN9#-134262 WGBANCCMFN9#-138892 WGPMPMFN9#-138894 WGLEMMFN9#-140057	2/9LB	$ 19.16	$ 38.32
F9-19	Muffin, assorted flavors IW WG 1G **List All Available Flavors** Reference brand: Dave's, Muffin Town, Elements, Buena Vista or equal or equivalent to	120 ct/1.8 oz.	300	DAVES	**WG370**-DBLE CHOC **WG380**-BLUEBRY **WG382**-APPLE CINNA **WG385**-CHOCO CHIP **WG340**-ORANGE	WG370-113406 WG380-134042 WG382-134399 WG385-134400 WG340-140132	90/1.9OZ	$ 0.27	$ 24.57
F9-20	Omelet, Fiesta, Cheese, 3 OZ, 2M/MA Reference brand: Sunny Fresh or equal or equivalent to	210 ct/2.2 OZ	20	SUNNY FRESH	40187	406518	210/2.2OZ	$ 0.40	$ 84.60
F9-21	Pancakes, Mini, WG, Chocolate Chip, 2.0 OZ, IW, 2g Reference Brand: De Waffelbakkers or equal or equivalent to	72ct/3 oz.	300	DEWAFELBAKKER	633	141124	72/3OZ	$ 0.40	$ 28.70
F9-22	Pancake Bowl, Fruit puree, 3.8oz, WG, 2G, 1/2 c Fruit **List All Available Flavors** Reference Brands: Buena Vista Foods, or equal or equivalent to	72ct / 3.0 oz. oz.	60	BUENA VISTA	**94020**-BLURBRY **94030**-PEACH **94040**-STRWBRY	94020-406448 94030-406449 94040-406450	72/3.8OZ	$ 0.79	$ 57.06
	Pancake on a Stick, Pork, WG, Maple Flavor, 3oz, 1M/MA, 1.25G								

F9-23	Reference brand: Don Lee, Jimmy Dean Foods or equal or equivalent to	160 ct/3.0 oz.	375	DON LEE FARMS	CN27072	134336	72/2.70 OZ	$ 0.44	$ 31.35
F9-24	Pancakes, Mini, 3.17oz, No Artificial Flavors, IW, WG, 2G, Assorted Flavors **List All Available Flavors** Reference brand: Krusteaz, Pillsbury, Kellogg's, Dewaffle Bakers or equal or equivalent to	72 ct/3.17 oz.	300	PILLSBURY	37732	139371	72/3.17OZ	$ 0.38	$ 27.05
F9-25	Pancake, 2 pancakes, 3.0oz, IW, WG, 2G Assorted Flavors **List All Available Flavors** Reference brand: The Max, or equal or equivalent to	80 ct/3.0 oz.	500	THE MAX	**04442**-CINNA **04443**-BLUEBRY	04442-141160 04443-141161	80/3OZ	04442-$0.35 04443-$0.37	04442-$28.11 04443-$29.89
F9-26	Sandwich, Stuffed, Soynut Butter and Jelly IW, 1M/1G, WH Reference Brand: Albies EZ Jammer or equal or equivalent to	72ct/2.4 oz.	600	ALBIES FOODS	607	134543	72/2.4OZ	$ 0.66	$ 47.55
F9-27	Sandwich, Soy Butter & Jelly IW 2M/2G Reference brand: Albie's or equal or equivalent to	40 ct/4.8 oz.	600	ALBIES FOODS	608	134776	40/4.6OZ	$ 0.96	$ 38.55
F9-28	Scone, Raw Dough, Pucks, 3oz, WG, 2G assorted flavors WG			EAT CAT SCONES	**WGPMP962GB**-PUMPKIN **WGAPL962GB**-APLE CINNA **WGCRN962GB**-CRMBRY ORNGE	WGPMP962GB-134781 WGAPL962GB-140677 WGCRN962GB-140678 WGLEM962GB-140679	96/3OZ	$ 0.42	$ 40.17

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F9-28	**List All Available Flavors** Reference flavors: Fat Cat, or equal or equivalent to	96ct/3 oz.	250	FAT CAT SCONES	WGLEM962GB-LEMON WGSTR962GB-STRWBRY WGBL962GB-BLUEBRY WGCC962GB-CHOCO CHIP	WGLEM962GB-140679 WGSTR962GB-140680 WGBL962GB-140682 WGCC962GB-140683	96/3OZ	$ 0.42	$ 40.17
F9-29	Waffle, Belgian, 2.4oz, Bulk, WG, 2G Reference brand: Krusteaz, Mrs. Butterworth's or equal or equivalent to	72ct/2.4 oz.	800	ARLINGTON VALLEY FARMS	1	141470	96/2.4OZ	$ 0.45	$ 42.88
F9-30	Waffle Bites – Mini, NO Artificial Flavors, IW, 3.3 oz. OZ WG, 2G Assorted Flavors - **List All Available Flavors** Reference Brand General Mills, Pillsbury or equal or equivalent to	72 ct/3.3 oz.	440	PILLSBURY	32264-BLUEBRY 32265-MAPLE	32264-134267 32265-134268	72/2.47OZ	$ 0.38	$ 27.05
F9-31	Waffle, Dutch, 2G, 51% WG, 5" Bulk, Reference Brand- J&J Snack Foods Corp or equal or equivalent to	48 ct/5"	600	J & J SNACK FOODS	4521	134761	48/2.9OZ	$ 0.46	$ 22.28
F9-32	Waffle, Mini, No Artificial Flavors, IW, 2.47oz WG, 2G Assorted Flavors - **List All Available Flavors** Reference brand: General Mills Pillsbury or equal or equivalent to	72/2.47 oz.	440	PILLSBURY	32264-BLUEBRY 32265-MAPLE	32264-134267 32265-134268	72/2.47OZ	$ 0.38	$ 27.05
F9-33	Waffle, Sticks, 51%, WG bulk, 2G, Reference- J&J Snack Foods or equal or equivalent to	600ct/2.0 oz.	30	J & J SNACK FOODS	4522	TBD	600CT	$ 0.05	$ 29.89
	Alum Rock Union School District								
	2020-2021								

Gold Star Foods

	PAPER SUPPLIES								
Category 1	Paper	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	
P1-1	Box, Pizza, 20", 2" Deep C-Flute Reference Brand: Whalen, or equal or equivalent to	25 case	5						NO BID
P1-2	Napkins, Paper, Xpressnap Dispenser, Brown 8.5" X 13 12/500, Reference brand: Tork, or equal or equivalent to	6,000 case	25	SCA TISSUE	141004731	202586	1EA	$ 0.01	$ 0.01
P1-3	Pail, Food, White, 16oz,Chinese Take Out Printed, No Handle, Pagoda Reference brand: Golden West, or equal or equivalent to	450 case	5	FOLD PAK	26082230CH2/16S SPRIN	201728	500CT	$ 0.08	$ 37.61
P1-4	Pan Liner, 16" x 24", 1 Bake, Release treated two sided Reference brand: Paterson or equal or equivalent to	1,000 case	92	BAGCRAFT	030001 (25Q1)	200178	1000CT	$ 0.04	$ 39.78
P1-5	Soufflé, Cup Portion, Treated Paper, 3.5oz, Reference Brand: Solo or equal or equivalent to	5,000 case	15						NO BID
P1-6	Towel Roll, Paper, Soft, 2 Ply, 85 sheets per Roll Reference Brand: Harmony, or equal or equivalent to	30 case	110						NO BID
P1-7	Tray, Food, #100 1# Laminated, Red Plaid, Basket weave Reference Brand: Huhtamaki, or equal or equivalent to	4/250 case	21	DIXIE FOODSERVICE	15005204/RP1008	201764	1000CT	$ 0.02	$ 24.87
Category 2	Plastic	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	
P2-1	Bag, #6 BROWN or WHITE, GROCERY, 6x 3 ⅜ x11 or equal or equivalent to	500 BUNDLE	15	DURO	13201556/18406	201702	500CT	$ 0.03	$ 12.60
P2-2	Bag, PLASTIC, Hi-DEN SA 10 x 14 or equal or equivalent to	1000ct	30						NO BID

	14 or equal or equivalent to								
P2-3	Bag, PLASTIC, HI-DEN PRODUCE BAG 10 x 15 x.0015 or equal or equivalent to	1000ct	30						NO BID
P2-4	Bag, POLY 10 x 14 .75 ML CLEAR or equal or equivalent to	1000ct	30	PAPERCRAFT	7F1016	203065	1000CT	$ 0.03	$ 30.60
P2-5	Bag, PLASTIC, HI-DEN SA 6.57 x 7 or equal or equivalent to	2000ct	10						NO BID
P2-6	Bag, Zipper Lock, Gallon Reference Brand: Fantapak or equal or equivalent to	250ct	69						NO BID
P2-7	Bag, Zipper Lock, Quart Reference Brand: Fantapak or equal or equivalent to	500ct	16						NO BID
P2-8	Bag, Ovenable, Micro Perforated, Self-Seal, Browning and crisping in bag, 8X10 Reference Brand: Ekon O Pac, or equal or equivalent to	5000 case	30						NO BID
P2-9	Bag, Ovenable, Vented, self-seal, 8X9 Reference Brand: Ekon O Pack, or equal or equivalent to	5000 case	40						NO BID
P2-10	Bag, Grab & Go, Vegetable Print 11 x 10x 3.5 Reference brand: Command Packaging equal or equivalent to	500 case	540						NO BID
P2-11	Bag, Liner Trash- 33x 39, 1.0 Gauge, Reference Brand: Fortune DuraCycle or equal or equivalent to	250 case	45						NO BID
P2-12	Bowl, Black Polypropylene, 8oz. oven safe up to 230 degrees Reference brand: Anchor Incredi-Bowl or equal or equivalent to	500 case	95						NO BID

P2-13	Container, Deli, Clear, w/ Regular Lid, 24oz, 7 1/4"x 6 3/8"x 2 1/4" Reference brand: Genpak or equal to or equal or equivalent to	200 case	93						NO BID
P2-14	Cup, Plastic Clear 12oz-14oz Reference brand: Dart 12CS, Solo TP12 or equal to or equal or equivalent to	1,000 case	5						NO BID
P2-15	Cup, Plastic Portion 5.5oz. Reference brand: Solo B200, I PACK or equal or equivalent to	2500 case	6						NO BID
P2-16	Cutlery Kit, Fork Packet, Polypropylene, sealed in clear plastic, includes medium weight fork, spiked straw and fully embosses 10"x10" napkin, strength and rigidity of straw to be sufficient to puncture a plastic milk/juice pouch or equal or equivalent to	1,000 case	25						NO BID
P2-17	Cutlery Kit, Spike Straw and napkin packet approximately 5 3/4" straw, 10"x10" napkin strength and rigidity of straw to be sufficient to puncture a plastic milk/juice pouch or equal or equivalent to	2,000 case	76						NO BID
P2-18	Cutlery Kit, Spork Packet, Polypropylene, sealed in clear food grade plastic, includes 5 1/2" medium weight spork, 5 1/2" milk straw made of food grade plastic in white with colored stripe acceptable and fully embossed 10"x10" napkin or equal or equivalent to	1,000 case	2160	DOWELL	V-MPPSPKIT-SPIK	248860	1000 CT	$ 0.01	$ 12.80
P2-19	Film, PVC, Non-perforated 18" x 2,000' Roll Reference brand: AEP SEAL WRAP, HIVALU or equal or equivalent to	Roll	20	NATURES BEST	108000091	209601	1 ROLL	$ 14.74	$ 14.74

Gold Star Foods

P2-20	Insert, Parfait Cup, Fits 12/16/20oz Cups (must fit 12oz-14oz cup above) Reference Brand: Sabert or equal or equivalent to	1000 case	5						NO BID
P2-21	Lid, Plast Dome, with no hole (must fit 12- 14 oz. cup above) Reference Brand Karat, Solo or equal or equivalent to	1000 case	5						NO BID
P2-22	Lid, Plastic Flat, with hole (must fit 12- 14 oz. cup above) Reference brand: Dart 12CS, Solo TP12 equal or equivalent to	1000 case	5						NO BID
P2-23	Lid, Plastic Portion 5.5 oz. (must fit 5.5oz cup above) Reference Brand: Lid for Solo B200, I PACK or equal or equivalent to	2,500 case	6						NO BID
Category 3	Aluminum Foil and Trays	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	
P3-1	Bag, Foil, Honeycomb Check Foil Wrap, 10.5" x 14", Green Reference brand: Bagcraft-Papercon or equal or equivalent to	2000 case	10						NO BID
P3-2	Foil, Aluminum Sheets Interfold PopUp 10 3/4" x 12" Reference brand: Wilkinson M20, Alcan #1205, Pactiv W69 or equal or equivalent to	6/500 case	5	DURABLE PACKAGING	12105XX	200624	6/500CT	$ 13.47	$ 80.82
P3-3	Foil, Aluminum, 18" x 1000', Heavy Duty 0.001 Gauge Reference brand: Bridegegate #BG181HD equal or equivalent to	Roll	100	DURABLE PACKAGING	51810	202510	1RL	$ 38.90	$ 38.90
P3-4	Tray, Aluminum Foil Feeding, 30 Gauge, 1 Compartment, Shallow, 1lb., Approximately Top Out: 6.5"x5", Top in: 6"x 4.5", Bottom: 5"x 3.5" Vertical Depth:								NO BID

Gold Star Foods

	1 7/16", Full Curl rim Style Reference brand: HFA or equal or equivalent to	1,000 case	210						
P3-5	Tray, Aluminum, Steam table Container, 1/2" Extra Deep, Full Curl Rim Style Reference Brand: HFA equal or equivalent to	100 case	87						NO BID
Category 4	Food Service Preparation & Other Supplies	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	
P4-1	Apron, Plastic, White with Ties, Disposable, 36" x 28" 0.084 thickness Reference brand: Handguard EMW or equal or equivalent to	1,000 case	10	HANDGARDS	489399/304663104	201008	1000CT	$ 0.07	$ 74.57
P4-2	Gloves, Disposable Vinyl powder free, 5 MIL thickness, Food Grade **List available sizes** Reference brand: NetChoice or equal or equivalent to	10/100 case	106	HANDGARDS	362411-SMALL 362412-MEDIUM 362413-LARGE	362411-201018 362412-201020 362413-201022	4/100CT	$ 6.35	$ 25.40
P4-3	Hairnet, Nylon Mesh 22" and 24" Dark Brown Reference brand: Goldman, Cellucap or equal or equivalent to	10/100 case	35	GOLDMAX INDUSTRIES	21521	200982	144CT	$ 0.07	$ 9.98
P4-4	Ice Blanket, Pillows, 16.5"x34', 100% water, odorless liquid, flexible when frozen, reusable, and durable Reference Brand: CRYOPAK or equal or equivalent to	Each	10						NO BID
P4-5	Oven Mitts, Extra Heavy Duty Lined, 17" Reference brand: IMPACT, or equal or equivalent to	1 each	10						NO BID
P4-6	Thermometer, Freezer/Refrigerator/Dry Storage - 20-80 degrees F Reference brand: Sysco or equal or equivalent to	2 each/box	30						NO BID

Gold Star Foods

P4-7	Thermometer, Instant Read Food Probe 0-220 degrees F Reference brand: Update International or equal or equivalent to	1 each	20						NO BID
P4-8	Thermometer, Sensor Test Stick 140 Degrees F Reference brand: DAY or equal or equivalent to	500/box	25						NO BID
P4-9	Thermometer, Oven 100-600 degrees F Reference brand: Sysco or equal or equivalent to	1 each	10						NO BID
P4-10	Tray, 5 compartment white, bagasse 8 1/4" x 10 1/4" (compostable) Reference brand: Pactiv or equal or equivalent to	500 case	2160	PACTIV	YTH10500SGBX	203360	500CT	$ 0.05	$ 23.75
Category 5	Cleaning Supplies	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	
P5-1	Baking Soda, 1#, 24pack, Arm & Hammer, or equal or equivalent to	24/1#	7	KIK CUSTOM PRODUCTS					
P5-2	Bleach, Household, 5% Bleach Content HASA, CLOROX, or equal or equivalent to	6/1 gal	17						
P5-3	Detergent, Pot and Pan, Liquid, Translucent, No lotion detergent Reference brand: Dawn or equal or equivalent to	4/1 gal	36	DAWN	570601/57445	203085	4/1 GAL	$ 14.29	$ 57.17
P5-4	Gloves, Dishwashing, Nitrile, 18" Length List available sizes Reference brand: Impact, Dispozo, Food handler 1214-02 or equal or equivalent to	12 Pair	6	HANDGARDS	400532-MEDIUM 400533-LARGE	400532-200994 400533-200992	1PR	$ 1.59	$ 1.59
P5-5	Scouring Pad, Green, Medium Duty Approximately 6" x 9" Reference brand: Scotch Brite #96, Disco MD 69 or equal or equivalent to	3/20 case	25	LAGASSE	BWK196	203579	20CT	$ 0.26	$ 5.15
	Test Strips, Chlorine	Roll- Chlorine test							

Gold Star Food

P5-6	Reference brand: Hydrion or equal or equivalent to	Non-Chlorine test strip	10						NO BID
P5-7	Towel, Pre-Moistened Wipe, Non-Alcohol, Disposable, General Use, 8"x4" Reference Brand: Diamond Wipes or equal or equivalent to	1000 case	60						NO BID
P5-8	Wipes, Thermometer Probe antibacterial packets, 70% Isopropyl Alcohol Reference brand: Cooper Atkins or equal or equivalent to	200 box	25						NO BID

Gold Star Foods

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

6.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 19, 2020

Subject: Request participation of year 3 for RFP No. 2018-19-01 Administrative and DistributionServices for Schools Linked in Commodities (SLIC) Commodity Cooperative (Co-Op) for 2020-2021 School Year.

Staff Analysis: Alum Rock Union Elementary School District participates through Child Nutrition Services in the SLIC Co-Op. SLIC Coop has completed the RFP (Request for Proposal) on behalf of several districts, with Cabrillo Unified School District as the lead district. In joining SLIC Co-Op, all raw commodity food items such as cheese, flour, beef, chicken, tomato, peanuts and turkey, received from USDA, are sent to several manufacturers for further processing to develop meat/meat alternative, whole grain and vegetable entrees. In addition, SLICC manages Department of Defense (DOD) fresh fruits and vegetables allocations and Brown Box commodity items assigned and requested by the district. Child Nutrition Services will continue to assign USDA commodities to SLIC Co-Op for the 2020-2021 school year with Gold Star Foods Inc the awarded distributor for further processing commodities.

Recommendation: Staff recommends the approval of year 3 participation in RFP No. 2018-19-01 of commodity management through SLIC Co-Op for 2020-2021 school year with an estimate award of $1,400,000 for the district. Complete RFP and price list can be reviewed in the Child Nutrition Services Department.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval

6.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

Child Nutrition Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

- [ ] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Gold Star Foods Inc

Address: 3781 E. Airport Drive City: Ontario State: CA Zip: 91761

Phone: (909)843-9640 Email: cynthiabarcelo@goldstarfoods.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2020 end date June 30, 2021

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

SLICC distributes all raw based food commodities to various USDA approved manufactures on behalf of Alum Rock School District. SLICC will assign USDA commodities with Gold Star Foods Inc. Gold Star will deliver to each middle school site and warehouse.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $1,400,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4700-00-0000-3700-000000-480-3700 _____ 6/19/20
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/23/20
Director of Fiscal Services: _____ Date: 6/24/20
Asst. Supt., of Business Services: _____ Date: 6/22/20
Superintendent: _____ Date: _____

March 12, 2019

Re: NOTICE OF INTENT TO RENEW REQUEST FOR PROPOSAL No. 2018-19-01
Administrative and Distribution Services for Schools Linked in Commodities (SLIC) Commodity Cooperative

Dear Gold Star Foods,

This letter will constitute notice that the SLIC Co-Op, intends to extend your contract for Administrative and Distribution Services, pursuant to the same terms and conditions of RFP No. 2018-19-01

As a reminder, the following clause was included in the original RFP document:
Contract Term: The initial awarded contract period shall be July 1, 2018 to June 30, 2019. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the SLIC Co-op and Selected Vendor after the SLIC Co-op has conducted an annual Vendor Performance and Evaluation.

Initial Year 1:	July 1, 2018 to June 30, 2019
Option Year 2:	July 1, 2019 to June 30, 2020
Option Year 3:	July 1, 2020 to June 30, 2021
Option Year 4:	July 1, 2021 to June 30, 2022
Option Year 5:	July 1, 2022 to June 30, 2023

The term of the contract now extends from July 2, 2020 to June 30, 2021.

It is recognized by the Vallejo City Unified School District, the SLIC Co-Op Executive Committee, Cabrillo Unified School District and Gold Star Foods that the transfer of the Lead District for SLIC Co-Op from Vallejo City Unified School District to Cabrillo Unified School District will commence on July 1, 2020.

All parties recognize that since this contract was awarded on behalf of the SLIC Commodity Cooperative to Gold Star Foods. This contract is being consider to be between the SLIC Commodity Cooperative and Gold Star and can be renewed per the original contract terms.

If you accept this extension and the terms contained therein, please complete and submit the following documents via email to Kerri Braverman kbraverman@vcusd.org and Sandra Jonaidi [illegible] by June 1, 2020.

1) Sign this notice of intent to renew letter
2) Completed Suspension and Debarment Certification
3) Completed Certification Regarding Lobbying
4) Completed Disclosure of Lobbying Activities

Sincerely,

Kerri Braverman, M.S.
Director of Student Nutrition Services
Vallejo City Unified School District
SLIC Lead District through June 30, 2020

Sincerely,

Sandra Jonaidi
Food Service Coordinator
Cabrillo Unified School District
SLIC Lead District commencing July 1, 2020

Agreed and accepted by Gold Star Foods:

_____ Date _____

Agreement for Administrative and Distribution Services for Schools Linked in Commodities (SLIC) Commodity Cooperative

This Agreement is entered into between Gold Star Foods (Vendor) and the SLIC Co-Op this 29th day of June, 2018.

The following statement was included in the RFP 2018-19-01 document:

Proposer Agreement: SLIC Co-Op will sign the proposal of the selected vendor which will serve as the awarded contract. The contract includes all terms and conditions as described in this RFP, submission responses from the Selected Vendor and any other negotiated terms and conditions agreed to by both parties and will represent the complete contractual requirements for both the SLIC C-Op and Selected Vendor.

This Agreement attaches and incorporates by reference as though fully set forth herein the following documents:

- ***This Agreement which includes the negotiated and agreed upon terms***
- ***The Request for Proposal No. 2018-19-01 including the Scope of Work the Vendor Agrees to Perform***
- ***List of SY 2018-2019 SLIC member districts***
- ***Gold Star's Response to Request for Proposal No. 2018-19-01 (please note this Agreement document includes the negotiated and agreed upon terms)***

Contract Term: The initial awarded contract period shall be July 1, 2018 to June 30, 2019. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the SLIC Co-Op and Selected Vendor after the SLIC Co-Op has conducted an annual Vendor Performance and Evaluation.

Initial Year 1:	July 1, 2018 to June 30, 2019
Option Year 2:	July 1, 2019 to June 30, 2020
Option Year 3:	July 1, 2020 to June 30, 2021
Option Year 4:	July 1, 2021 to June 30, 2022
Option Year 4:	July 1, 2022 to June 30, 2023

Request for Proposal (RFP) No. 2018-19-01
SLIC Co-Op Administration and Distribution of Commodity and Commodity Processed Food
Negotiated and Agreed Upon Terms

Pricing

Please include in your price proposal the units the cost will be based on. All pricing shall include all Administrative costs (described in Scope of Work) in addition to the Distribution/Delivery costs.

1. **Brown Box USDA Foods:**
   Please attach a sheet with your proposed delivery fee (excel worksheets on a flash drive will be accepted). The price(s) quoted shall be expressed as a fixed fee price and shall include all charges for handling, storage up to 30 days, delivery to SLIC Member Districts and SLIC Co-Op administrative costs. Include if there are any minimum delivery requirements or differences in prices for single or multi stop deliveries.

   Direct Delivery (Brown Box) Delivery Fee: $2.35/case

   The price quoted includes a minimum of 30 days storage and delivery to each Member District regardless of whether they are a single drop or multi-stop delivery. There will be a minimum order value of $500/drop. This minimum order value is a combined value of all direct delivery (brown box) commodity and commercial equivalent products.

2. **Further processed and their commercial equivalent items:**
   Please attach a sheet with your proposed delivered fee (Excel worksheets on a flash drive will be accepted). The price(s) quoted shall be expressed as a fixed fee price and shall include all charges for handling, delivery to SLIC Member Districts and SLIC Co-Op administrative costs. Include if there are any minimum delivery requirements or differences in prices for single or multi stop deliveries.

   God Star Foods, Inc. (Gold Star or GSF) uses the SLIC Co-Op's distributor landed cost as outlined in the Manufacturer RFP as the basis for calculating all sell prices. Gold Star utilizes two Value Pass Through (VPT) Systems for processing commodity transactions, Net Off Invoice (NOI) and Fee for Service (FFS). NOI is used for items that can be sold commercially or with a commodity discount. Whereas FFS can only be sold with a commodity discount, as no commercial equivalent is available (if it is, it uses a completely different commercial SKU).

   Under NOI, the sale is a commercial sale until the time of invoicing by Gold Star. If pounds/entitlement are available, the commodity discount will be subtracted, and the commodity discount price is the result. Under FFS, the sale can only be a commodity sale. At the time of processing the order, pounds/entitlement are validated and if pounds/entitlement are available the order is processed. If pounds/entitlement are not available, you will receive a call from Gold Star for an approved substitution.
   While the landed cost is the basis for determining the selling price is not solely about the cost of goods but is an exercise in logistics. Our pricing model is based on distribution for the entire cooperative considering additional administrative costs for management of the cooperative. To determine pricing and fair profit, we consider all aspects of our cost including:
   - Fair wages and benefits for all Warehouse Personnel, Truck Driver(s), and Office Staff
   - Costs of transport (Trucks, Insurance, Fuel, Maintenance)

- Warehouse and facility costs
- Technology
- Administrative Services
- Quality Assurance and Food Safety Systems/Certifications

The fixed fee is derived by the following:

Single-Drop Fixed Fee: 13% Margin
Multi-Drop Fixed Fee: 15% Margin
*Minimum fixed fee mark-up of $2.50/case

For example, based on a $20 fixed cost, the price to the district would be calculated as follows:

Single Drop Fixed Fee

Delivered Cost		Margin 13%		Sell Price	Fixed Fee
$20.00	/	.87	=	$22.99	$2.99

Multi Drop Fixed Fee

Delivered Cost		Margin 15%		Sell Price	Fixed Fee
$20.00	/	.85	=	$23.53	$3.53

*Pass Thru Value discounts will provide a discount to the NOI price based on the district having a positive balance of both raw materials at the processor and entitlement funds.

3. **Extended USDA Foods Brown Box Storage charges and fees:**
Please attach a sheet with your proposed pricing (Excel worksheets on a flash drive will be accepted) for extended USDA Foods Brown Box Storage with no minimum charges.

Gold Star is proposing the implementation of Extended Storage fees with a primary focus on product utilization at the district level rather than storage. In order to comply with the federal and state regulations to keep inventory levels below a six-month usage, we propose the following storage fee structure. Extended Storage invoices will be billed on a monthly basis by the 5th of each month for the preceding month.

The following outlines the Extended Storage Fee Structure:

Month of delivery: Free
Following 30 days: Free

Any period of time after: $1.25 per case per month regardless of how many days the case is in storage during the 30-day timeframe.

For Example:
Brown Box arrives on July 15
July 15-July 31: Free
August 1-August 31: Free
September 1- September 30: $1.25/case/month

It is agreed upon that SLIC's Executive Committee create and implement a USDA Brown Box Policy that will ensure district do not exceed inventory levels in excess of the six-month inventory rule

4. **Other Charges or Fees:**
For any other charges or fees. Please describe these charges or fees in detail.

Payment Terms:	Net 30 based on the date of invoice
Minimum Delivery:	$500 per drop (combined to include Brown Box and Further Processed products
Lead Time:	It is agreed upon that the Gold Star Team will conduct an analysis of the top 80% of products purchased by the SLIC Co-Op member districts over the last school year and list those items with a 2-day lead time. All remaining items will remain at a 14 day lead-time.

Name of Awarded Agency ___Gold Star Foods _____ Date ___6/29/18_____

Address of Awarded Agency 3781 E. AIRPORT DRIVE ONTARIO, CA 91761

Printed Name and Title of Agency Official _____ Sean C. Leer ~~Chief Executive Officer~~ Gold Star Foods, Inc.

Signature of Agency Official _____

SLIC Co-Op Lead District Representative __Kerri Braverman _____ Date _____6/29/18_____

Printed Name and Title of SLIC Lead District Representative Kerri Braverman, Lead District

Signature of Lead District Representative _____

VALLEJO CITY
UNIFIED SCHOOL DISTRICT

Adam Clark, Ed.D • Superintendent

GOVERNING BOARD

Robert W. Lawson	President
John Fox	Vice President
R. Tony Gross	Trustee
Dr. A. C. "Tony" Ubalde, Jr.	Trustee
Christy Gardner	Trustee

June 19, 2019

Re: NOTICE OF INTENT TO RENEW REQUEST FOR PROPOSAL No. 2018-19-01
Administrative and Distribution Services for Schools Linked in Commodities (SLIC) Commodity Cooperative

Dear Gold Star Foods,

This letter will constitute notice that the Vallejo City Unified School District, on behalf of the SLIC Co-Op, intends to extend your contract for Administrative and Distribution Services, pursuant to the same terms and conditions of RFP No. 2018-19-01.

As a reminder, the following clause was included in the original RFP document:

Contract Term: *The initial awarded contract period shall be July 1, 2018 to June 30, 2019. This awarded contract may be renewed for up to four (4) additional one-year terms by mutual agreement of the SLIC Co-Op and Selected Vendor after the SLIC Co-Op has conducted an annual Vendor Performance and Evaluation.*

Initial Year 1:	*July 1, 2018 to June 30, 2019*
Option Year 2:	*July 1, 2019 to June 30, 2020*
Option Year 3:	*July 1, 2020 to June 30, 2021*
Option Year 4:	*July 1, 2021 to June 30, 2022*
Option Year 4:	*July 1, 2022 to June 30, 2023*

The term of the contract now extends from July 1, 2019 to June 30, 2020.

If you accept this extension and the terms contained therein, please complete and submit the following documents via email to Kerri Braverman at kbraverman@vcusd.org by June 28, 2019.

1) **Sign this notice of intent to renew letter**
2) **Completed Suspension and Debarment Certification**
3) **Completed Certification Regarding Lobbying**
4) **Completed Disclosure of Lobbying Activities**

Sincerely,

Kerri Braverman, M.S.
Director of Student Nutrition Services, Warehouse and Reprographics, Business Services Division

Agreed and Accepted:

Signature

June 20, 2019
Date

By: John Cho VP-Merchandising & Contracts
Printed Name, Title and Company

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See public burden disclosure)

1. **Type of Federal Action:** a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. **Status of Federal Action:** a. bid/offer/application b. initial award c. post-award	3. **Report Type:** a. initial filing b. material change **For material change only:** Year _____ quarter _____ Date of last report_____

4. **Name and Address of Reporting Entity:** _____ Prime _____ Subawardee Tier_____, if Known: **Congressional District, if known:**	5. **If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
6. **Federal Department/Agency:**	7. **Federal Program Name/Description:** CFDA Number, *if applicable*:
7. **Federal Action Number,** *if known:*	9. **Award Amount,** *if known:* $
10. a. **Name and Address of Lobbying Registrant** *(if individual, last name, first name, MI):*	b. **Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. **Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.**	**Signature:** **Print Name:** John Cho **Title:** VP Merchandising & Contracts **Telephone No.:** 909-843-9617 **Date:** June 20, 2019
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

CERTIFICATION REGARDING LOBBYING

INSTRUCTIONS: To be completed and submitted ANNUALLY by ¨ any child nutrition entity receiving Federal reimbursement in excess of $100,000 per year and ¨ potential or existing contractors/vendors as part of an original bid, contract renewal or extension when the contract exceeds $100,000.

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of School Food Authority Receiving Child Nutrition Reimbursement In Excess of $100,000:		Agreement Number:
Address of School Food Authority:		
Printed Name and Title of Submitting Official:	Signature:	Date:

OR

Name of Food Service Management or Food Service Consulting Company: Gold Star Foods		
Printed Name and Title: John Cho VP-Merchandising & Contracts	Signature:	Date: June 20, 2019

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant (one whose contract for goods or services exceeds the Federal procurement small purchase threshold fixed at $100,000) is providing the certification set out in accordance with these instructions.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

SUSPENSION AND DEBARMENT CERTIFICATION

U.S. DEPARTMENT OF AGRICULTURE

INSTRUCTIONS: SFA to obtain from any potential vendor or existing contractor for all contracts in excess of $100,000. This form is required each time a bid for goods/services over $100,000 is solicited or when renewing/extending an existing contract exceeding $100,000 per year. (Includes Food Service Management and Food Service Consulting Contracts.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722 – 4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name of School Food Authority | Agreement Number

Potential Vendor or Existing Contractor (Lower Tier Participant):

John Cho / Gold Star Foods	VP-Merchandising & Contracts
Printed Name	Title
	June 20, 2019
Signature	Date

DO NOT SUBMIT THIS FORM TO THE CDE. RETAIN WITH THE APPLICABLE CONTRACT OR BID RESPONSES.

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

6.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 19, 2020

Subject: Request for Approval of RFP#2021-CNS01 Distribution of Food Products and Paper Supplies for 2020-2021 School Year.

Staff Analysis: Child Nutrition Services Program (CNS) solicited RFP for Commercial Food Products and Paper Supplies for school year 2020-21 following the federal competitive bid procedures to obtain the best service, price and products for trays, sporks, and other paper goods used to support child feeding programs. RFP for Commercial Food Products and Paper Supplies for school year 2020-21 was publicized for two weeks via San Jose Mercury News and was mailed to Sysco of San Francisco, Gold Star Foods, Danielsen, P&R Supplies, Individual Food Service and US Foods. RFP is to be awarded to two bidders, one for food products and second for paper supplies.

Recommendation: CNS staff recommends awarding the paper supplies bid and contract for RFP#2021-CNS01 for 2020-2021 to P& R Paper Supplies Co. based on pricing and meeting all service level needs. As quantities are estimated, we anticipate the bid award at $250,000.

Submitted by: Denisse B. Mendez DM Title: Director, Child Nutrition Services

Approved by: Kolvira Chheng KC Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval

6.08
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: _____

Child Nutrition Services (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: P&R Paper Supply CO

Address: 1898 E. Colton Avenue City: Redlands State: CA Zip: 92374

Phone: (888) 206-3109 Email: Lindsey.ineichen@prpaper.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 1, 2020 end date July 31, 2021

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

Obtain all paper supplies from vendor. This includes but not limited to trays, sporks, foil pans, paper towels, gloves, hairnets, cleaning supplies, etc. Items are needed to prepare and serve meals in a safe manner. All products are delivered to warehouse and five middle school sites.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $250,000 per year Not to Exceed _____ of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-5310-0-4300-00-0000-3700-000000-480-3700 6/19/20
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/19/20
Director of Fiscal Services: _____ Date: 6/24/20
Asst. Supt., of Business Services: _____ Date: 6/22/20
Superintendent: _____ Date: _____

P & R Paper Supply Co

ATTACHMENT "A" Pricing List – Food and Paper Supplies

	Alum Rock Union School District								
	2020-2021								
	Alum Rock Union School District								
	2020-2021								
	PAPER SUPPLIES								
Category 1	Paper	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
P1-1	Box, Pizza, 20", 2" Deep C-Flute Reference Brand: Whalen, or equal or equivalent to	25 case	5	WINSIGHT INTERNATIONAL	20PIZBR	WIN-20PIZBR	25/CS	$0.558	$13.95
P1-2	Napkins, Paper, Xpressnap Dispenser, Brown 8.5" X 13 12/500, Reference brand: Tork, or equal or equivalent to	6,000 case	25	CT COMMERCIAL HOLDINGS, LLC	HS-9652-K	CTC-HS-9652-K	6000/CS	$0.004	$22.05
P1-3	Pail, Food, White, 16oz,Chinese Take Out Printed, No Handle, Pagoda Reference brand: Golden West, or equal or equivalent to	450 case	5	GOLDEN WEST PAPER	16FP-PMW	GWP-16FP-PMW	450/CS	$0.052	$23.45
P1-4	Pan Liner, 16" x 24", 1 Bake, Release treated two sided Reference brand: Paterson or equal or equivalent to	1,000 case	92	PATERSON PACIFIC	2405161-0000	PAT-2405161-0000	1000/CS	$0.026	$25.90
P1-5	Soufflé, Cup Portion, Treated Paper, 3.5oz, Reference Brand: Solo or equal or equivalent to	5,000 case	15	GENPAK LLC	W450F	GPK-W450F	2500/CS	$0.015	$37.85
P1-6	Towel Roll, Paper, Soft, 2 Ply, 85 sheets per Roll Reference Brand: Harmony, or equal or equivalent to	30 case	110	SOLARIS PAPER INC	HS41504	SLS-HS41504	30rl/CS	$0.665	$19.95
P1-7	Tray, Food, #100 1# Laminated, Red Plaid, Basket weave Reference Brand: Huhtamaki, or equal or equivalent to	4/250 case	21	GOLDEN WEST PAPER	KB100	GWP-KB100	1000/CS	$0.012	$12.35
Category 2	Plastic	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
P2-1	Bag, #6 BROWN or WHITE, GROCERY, 6x 3 ⅜ x11 or equal or equivalent to	500 BUNDLE	15	AJM PACKAGING CORP	6LB	AJM-6LB	500/BD	$0.019	$9.50
P2-2	Bag, PLASTIC, Hi-DENSA 10 x 14 or equal or equivalent to	1000ct	30	HANDGARDS	FB14	HND-FB14	1000/RL	$0.009	$9.35
P2-3	Bag, PLASTIC, HI-DEN PRODUCE BAG 10 x 15 x.0015 or equal or equivalent to	1000ct	30	PAN PACIFIC PLASTICS	12722-13RED	PAN-12722-13RED	1000/CS	$0.014	$14.45
P2-4	Bag, POLY 10 x 14 .75 ML CLEAR or equal or equivalent to	1000ct	30	ELKAY PLASTIC CO. INC.	15F-1015	ELK-15F-1015	1000/CASE	$0.027	$26.85
P2-5	Bag, PLASTIC, HI-DENSA 6.57 x 7 or equal or equivalent to	2000ct	10	ELKAY PLASTIC CO. INC.	DP657	ELK-DP657	2000/CS	$0.004	$7.20
P2-6	Bag, Zipper Lock, Gallon Reference Brand: Fantapak or equal or equivalent to	250ct	69	INTEPLAST GROUP, LTD	GRZIP-GAL	IBS-GRZIP-GAL	250/CS	$0.045	$11.30

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P2-7	Bag, Zipper Lock, Quart Reference Brand: Fantapak or equal or equivalent to	500ct	16	INTEPLAST GROUP, LTD	GRZIP-QRT	IBS-GRZIP-QRT	500/CS	$0.022	$11.05
P2-8	Bag, Ovenable, Micro Perforated, Self-Seal, Browning and crisping in bag, 8X10 Reference Brand: Ekon O Pac, or equal or equivalent to	5000 case	30	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	-	-
P2-9	Bag, Ovenable, Vented, self-seal, 8X9 Reference Brand: Ekon O Pack, or equal or equivalent to	5000 case	40	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	-	-
P2-10	Bag, Grab & Go, Vegetable Print 11 x 10x 3.5 Reference brand: Command Packaging equal or equivalent to	500 case	540	COMMAND PACKAGING BAGS	F11GP	COM-F11GP	500/CS	$0.028	$14.20
P2-11	Bag, Liner Trash- 33x 39, 1.0 Gauge, Reference Brand: Fortune DuraCycle or equal or equivalent to	250 case	45	REPUBLIC BAG INC	BK40BK	REP-BK40BK	250/CS	$0.080	$20.10
P2-12	Bowl, Black Polypropylene, 8oz. oven safe up to 230 degrees Reference brand: Anchor Incredi-Bowl or equal or equivalent to	500 case	95	ANCHOR PACKAGING	4604804	ANC-4604804	500/CS	$0.070	$34.90
P2-13	Container, Deli, Clear, w/ Regular Lid, 24oz, 7 1/4"x 6 3/8"x 2 1/4" Reference brand: Genpak or equal to or equal or equivalent to	200 case	93	GENPAK LLC	AD24	GPK-AD24	200/CS	$0.147	$29.40
P2-14	Cup, Plastic Clear 12oz-14oz Reference brand: Dart 12CS, Solo TP12 or equal to or equal or equivalent to	1,000 case	5	EATERY ESSENTIALS	PTC14	EES-PTC14	1000/CS	$0.035	$34.75
P2-15	Cup, Plastic Portion 5.5oz. Reference brand: Solo B200, I PACK or equal or equivalent to	2500 case	6	DIRECT LINK USA	HP550	DLK-HP550	2500/CS	$0.015	$37.35
P2-16	Cutlery Kit, Fork Packet, Polypropylene, sealed in clear plastic, includes medium weight fork, spiked straw and fully embosses 10"x10" napkin, strength and rigidity of straw to be sufficient to puncture a plastic milk/juice pouch or equal or equivalent to	1,000 case	25	NUTRI-BON DIST. CO.	6005	NTR-6005	1000/CS	$0.011	$10.85
P2-17	Cutlery Kit, Spike Straw and napkin packet approximately 5 3/4" straw, 10"x10" napkin strength and rigidity of straw to be sufficient to puncture a plastic milk/juice pouch or equal or equivalent to	2,000 case	76	NUTRI-BON DIST. CO.	3656	NTR-3656	1000/CS	$0.010	$9.85

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P2-18	Cutlery Kit, Spork Packet, Polypropylene, sealed in clear food grade plastic. includes 5 1/2" medium weight spork, 5 1/2" milk straw made of food grade plastic in white with colored stripe acceptable and fully embossed 10"x10" napkin or equal or equivalent to	1,000 case	2160	NETCHOICE	414021	PRP-414021	1000/CS	$0.010	$10.25
P2-19	Film, PVC, Non- perforated 18" x 2,000' Roll Reference brand: AEP SEAL WRAP, HIVALU or equal or equivalent to	Roll	20	PACTIV (PCA) CORP	914M	RYN-914M	1/RL	$11.300	$11.30
P2-20	Insert, Parfait Cup, Fits 12/16/20oz Cups (must fit 12oz-14oz cup above) Reference Brand: Sabert or equal or equivalent to	1000 case	5	EATERY ESSENTIALS	VPTC-IST98	EES-VPTC-IST98	1000/CS	$0.021	$21.00
P2-21	Lid, Plast Dome, with no hole (must fit 12- 14 oz. cup above) Reference Brand Karat, Solo or equal or equivalent to	1000 case	5	EATERY ESSENTIALS	D98NH	EES-D98NH	1000/CS	$0.021	$21.25
P2-22	Lid, Plastic Flat, with hole (must fit 12- 14 oz. cup above) Reference brand: Dart 12CS, Solo TP12 equal or equivalent to	1000 case	5	EATERY ESSENTIALS	F98SS	EES-F98SS	1000/CS	$0.018	$18.20
P2-23	Lid, Plastic Portion 5.5 oz. (must fit 5.5oz cup above) Reference Brand: Lid for Solo B200, 1 PACK or equal or equivalent to	2,500 case	6	DIRECT LINK USA	HPLID345	DLK-HPLID345	2500/CS	$0.010	$24.20
Category 3	Aluminum Foil and Trays	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
P3-1	Bag, Foil, Honeycomb Check Foil Wrap, 10.5" x 14", Green Reference brand: Bagcraft-Papercon or equal or equivalent to	2000 case	10	BAGCRAFTPAPERCON	300845	PPC-300845	2000/CS	$0.023	$46.95
P3-2	Foil, Aluminum Sheets Interfold PopUp 10 3/4" x 12" Reference brand: Wilkinson M20, Alcan #1205, Pactiv W69 or equal or equivalent to	6/500 case	5	DIRECT LINK USA	12550	DLK-12550	3000/CS	$0.015	$43.95
P3-3	Foil, Aluminum, 18" x 1000', Heavy Duty 0.001 Gauge Reference brand: Bridegegate #BG181HD equal or equivalent to	Roll	100	DIRECT LINK USA	18180	DLK-18180	1/RL	$33.950	$33.95
P3-4	Tray, Aluminum Foil Feeding, 30 Gauge, 1 Compartment, Shallow, 1lb., Approximately Top Out: 6.5"x5", Top in: 6"x 4.5", Bottom: 5"x 3.5" Vertical Depth: 1 7/16", Full Curl rim Style Reference brand: HFA or equal or equivalent to	1,000 case	210	HFA INC.	4102-30	HFA-4102-30	1000/CS	$0.064	$63.95

D & B Paper Supply Co.

P3-5	Tray, Aluminum, Steam table Container, 1/2" Extra Deep, Full Curl Rim Style Reference Brand: HFA equal or equivalent to	100 case	87	DIRECT LINK USA	AC1150-XHVY	DLK-AC1150-XHVY	100/CS	$0.231	$23.05
Category 4	Food Service Preparation & Other Supplies	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
P4-1	Apron, Plastic, White with Ties, Disposable, 36" x 28" 0.084 thickness Reference brand: Handguard EMW or equal or equivalent to	1,000 case	10	GOLDMAX INDUSTRIES	1532	GOL-1532	1000/BOX	$0.033	$33.35
P4-2	Gloves, Disposable Vinyl powder free, 5 MIL thickness, Food Grade **List available sizes** Reference brand: NetChoice or equal or equivalent to	10/100 case	106	HANDGARDS	63291	HND-63291	1000/CS	$0.024	$23.95
P4-3	Hairnet, Nylon Mesh 22" and 24" Dark Brown Reference brand: Goldman, Cellucap or equal or equivalent to	10/100 case	35	CELLUCAP MELCO	HN400LB	CEL-HN400LB	1440/CASE	$0.058	$84.00
P4-4	Ice Blanket, Pillows, 16.5"x34', 100% water, odorless liquid, flexible when frozen, reusable, and durable Reference Brand: CRYOPAK or equal or equivalent to	Each	10	CRYOPAK CORPORATION LTD.	85033	CRY-85033	1rl/CS	$98.800	$98.80
P4-5	Oven Mitts, Extra Heavy Duty Lined, 17" Reference brand: IMPACT, or equal or equivalent to	1 each	10	JOHN RITZENTHALER COMPANY	2PX27BET	ARD-2PX27BET	2ea/PR	$2.175	$4.35
P4-6	Thermometer, Freezer/Refrigerator/Dry Storage -20-80 degrees F Reference brand: Sysco or equal or equivalent to	2 each/box	30	WINCO INDUSTRIES CO.	TMT-RF2	WIN-TMT-RF2	1/EA	$2.750	$2.75
P4-7	Thermometer, Instant Read Food Probe 0-220 degrees F Reference brand: Update International or equal or equivalent to	1 each	20	WINCO INDUSTRIES CO.	TMT-P1	WIN-TMT-P1	1/EA	$3.650	$3.65
P4-8	Thermometer, Sensor Test Stick 140 Degrees F Reference brand: DAY or equal or equivalent to	500/box	25	NO QUOTE	NO QUOTE	NO QUOTE	NO QUOTE	-	-
P4-9	Thermometer, Oven 100-600 degrees F Reference brand: Sysco or equal or equivalent to	1 each	10	WINCO INDUSTRIES CO.	TMT-OV2	WIN-TMT-OV2	1/EA	$3.350	$3.35
P4-10	Tray, 5 compartment white, bagasse 8 1/4" x 10 1/4" (compostable) Reference brand: Pactiv or equal or equivalent to	500 case	2160	NETCHOICE	TL15	PNR-TL15	500/CS	$0.067	$33.45

D & B Paper Supply Co.

Category 5	Cleaning Supplies	UNIT/CASE	ESTIMATED CASES	BRAND	MFG#	Vendor #	CASE PACK	COST PER UNIT	COST PER CASE
P5-1	Baking Soda, 1#, 24pack, Arm & Hammer, or equal or equivalent to	24/1#	7	CHURCH & DWIGHT CO., INC.	33200-84104	CDC-33200-84104	24-1lb/CS	$1.077	$25.85
P5-2	Bleach, Household, 5% Bleach Content HASA, CLOROX, or equal or equivalent to	6/1 gal	17	HASA, INC.	2070	HSA-2070	6-1gal/CS	$1.642	$9.85
P5-3	Detergent, Pot and Pan, Liquid, Translucent, No lotion detergent Reference brand: Dawn or equal or equivalent to	4/1 gal	36	PROCTER & GAMBLE	57444	PGC-57444	4-1gal/CS	$14.300	$57.20
P5-4	Gloves, Dishwashing, Nitrile, 18" Length List available sizes Reference brand: Impact, Dispozo, Food handler 1214-02 or equal or equivalent to	12 Pair	6	NETCHOICE	HHG8.0	NET-HHG8.0	12pr/DZN	$0.363	$4.35
P5-5	Scouring Pad, Green, Medium Duty Approximately 6" x 9" Reference brand: Scotch Brite #96, Disco MD 69 or equal or equivalent to	3/20 case	25	ACS INDUSTRIES INC.	SO96	ACS-SO96	60/CASE	$0.176	$10.55
P5-6	Test Strips, Chlorine Reference brand: Hydrion or equal or equivalent to	Roll-Chlorine test strip	10	MICRO ESSENTIAL LABORATORY	CM-240	LUS-CM-240	2rl/PKG	$2.275	$4.55
P5-7	Towel, Pre-Moistened Wipe, Non-Alcohol, Disposable, General Use, 8"x4" Reference Brand: Diamond Wipes or equal or equivalent to	1000 case	60	DIAMOND WIPES INT'L	F2079	DMW-F2079	1000/CS	$0.009	$8.55
P5-8	Wipes, Thermometer Probe antibacterial packets, 70% Isopropyl Alcohol Reference brand: Cooper Atkins or equal or equivalent to	200 box	25	DIAMOND WIPES INT'L	F2449PKT	DMW-F2449PKT	1000/CS	$0.017	$16.60

D & R Paper Supply Co.

P & R Paper Supply Company, Inc.

Wholesale Distributors of Paper and Janitorial Products

P.O. Box 590 ~ 1898 E. Colton Avenue, Redlands, CA 92374
Phone (909) 794-1108 ~ Fax (909) 794-1237
www.prpaper.com ~ Email: info@prpaper.com

May 22, 2018

Alum Rock Union Elementary SD
2930 Gay Avenue
San Jose, CA 95127

Re: Hazardous Analysis Critical Control Point

This letter is in response to your request regarding Hazardous Analysis Critical Control Point programs in place at P&R Paper Supply.

Hazardous Analysis Critical Control Point is defined as, "a systematic preventive approach to food safety from biological, chemical, and physical hazards in production processes that can cause the finished product to be unsafe, and designs measurements to reduce these risks to a safe level."

We do not produce food or any other items in our facility. Any of our food-like items are dry storage that we sell to coffee shops and restaurants. Our warehouse uses the FIFO, First-In First-Out method and a date checking system to ensure food safety.

Please contact this office if you have any questions.

Sincerely,

Corey Knudsen
School District Sales Specialist

ROBBINS PEST MANAGEMENT INC
16514 MOUNTAIN STREET
LAKE ELSINORE, CA. 92530

RPM

P & R PAPER
1898 EAST COLTON AVENUE
REDLANDS, CA 92374

TO WHOM IT MAY CONCRN,

ROBBINS PEST MANAGEMENT INC. HAS BEEN PROVIDING GENERAL PEST CONTROL SERVICE (ANTS, ROACHES, EARWIGS, SPIDERS ETC.) FOR P&R PAPER AT THE ABOVE ADDRESS DURING THE PAST SEVEN YEARS. THE SERVICE IS PROVIDED ON A BI-WEEKLY BASIS AND ALSO INCLUDES SERVICE FOR RODENTS (RATS AND MICE).

PLEASE CONTACT ME AT (951) 245-7378 SHOULD YOU REQUIRE ANY ADDITIONAL INFORMATION.

REGARDS,

GEORGE D. MC DONOUGH
PRESIDENT
ROBBINS PEST MANAGEMENT INC.

PHONE: (951) 245-7378
FAX: (951) 245-7379

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Resolution # 04-20/21 Black Lives Matter at School.**

Approve

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Approve

7.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Education Association
Board of Education
Resolution 2020-07-09
BLACK LIVES MATTER AT SCHOOL
Resolution # 04-20/21

WHEREAS, throughout our nation's history, structural and systemic racism has led to widening racial disparities across all sectors of society and have had lasting negative consequences for Black people and other communities of color; and

WHEREAS, Black students, Black educators and the Black community as a whole continue to experience microaggressions, hate incidents, and inequitable treatment in all institutions and systems in American society; and

WHEREAS, the ARUESD has moved to defund SRO's in all schools; and

WHEREAS, proclaiming that Black Lives Matter does not negate our commitment to all members of our community, but rather focuses on Black people, who have historically been disenfranchised and oppressed by our society, and affirming that their lives, specifically, matter; and

WHEREAS, we share the hurt, anger, and frustration of the whole nation caused by the killing of George Floyd, Breonna Taylor, Ahmaud Arbery and countless others, culminating in our unified resolve to work for change; and

WHEREAS, it is necessary to examine the culture, experiences, and contributions of Black people through instruction thus promoting inclusion, value, and equitable educational historical perspectives in the classroom;

NOW THEREFORE, BE IT Resolved That, the ARUESD is committed to district wide Black History Month recognition and celebration to commemorate the accomplishments of Black people, including Black Lives Matter At School which is celebrated for one week in February.

BE IT FURTHER RESOLVED that the ARUESD commits to hiring and retaining additional Black educators and administrators district wide.

BE IT FURTHER RESOLVED, that the ARUESD stands in solidarity with the Black Lives Matter San Jose Chapter.

BE IT FURTHER RESOLVED, that the ARUESD implement district-wide restorative justice practices, implicit bias training with anti-racist teaching, and resources that foster safe spaces for discussions on systemic racism including the creation of a district racial justice task force.

BE IT FURTHER RESOLVED, that the ARUESD is committed to including Ethnic Studies instruction that examines the historical/cultural experiences, contributions, and achievements of Black people and other people of color in the classroom.

FINALLY, BE IT RESOLVED, that the ARUESD will work collaboratively with all essential stakeholders including members of the AREA Equity Human and Civil Rights committee to dismantle problematic systems and institutions of inequality against Black people and other people of color.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Ernesto Bejarano, President _____

Corina Herrera-Loera, Vice President _____

Andrés Quintero, Clerk _____

Linda Chavez, Member _____

Dolores Marquez-Frausto, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on July 9, 2020.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 0450, Comprehensive Safety Plan – Second Reading**

Attached is the second reading for Board Policy 0450, Comprehensive Safety Plan.

Recommendation:

Staff recommends approval of second reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval Regular Board Meeting

7.02

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Comprehensive Safety Plan

BP 0450

Philosophy, Goals, Objectives and Comprehensive Plans

The Board of Trustees recognizes that students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. The Board is fully committed to maximizing school safety and to creating a positive learning environment that includes strategies for violence prevention and high expectations for student conduct, responsible behavior, and respect for others.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3515 - Campus Security)
(cf. 3515.2 - Disruptions)
(cf. 3515.3 - District Police/Security Department)
(cf. 3515.7 - Firearms on School Grounds)

(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5131.4 - Student Disturbances)
(cf. 5131.41 - Use of Seclusion and Restraint)
(cf. 5131.7 - Weapons and Dangerous Instruments)
(cf. 5136 - Gangs)
(cf. 5137 - Positive School Climate)
(cf. 5138 - Conflict Resolution/Peer Mediation)
(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)
(cf. 5145.9 - Hate-Motivated Behavior)

The school site council at each district school shall develop a comprehensive school safety plan relevant to the needs and resources of that particular school. New school campuses shall develop a safety plan within one year of initiating operations. (Education Code 32281, 32286)

(cf. 0420 - School Plans/Site Councils)
(cf. 1220 - Citizen Advisory Committees)

The school safety plan shall take into account the school's staffing, available resources, and building design, as well as other factors unique to the site.

SECOND READING

~~Each school shall forward its comprehensive safety plan to the Board for approval. (Education Code 32288)~~

The comprehensive safety plan(s) shall be reviewed and updated by March 1 of each year and forwarded to the Board for approval. (Education Code 32286, 32288)

The Board shall review the comprehensive safety plan(s) in order to ensure compliance with state law, Board policy, and administrative regulation and shall approve the plan(s) at a regularly scheduled meeting.

(cf. 0500 - Accountability)
(cf. 9320 - Meetings and Notices)

By October 15 of each year, the Superintendent or designee shall notify the California Department of Education of any schools that have not complied with the requirements of Education Code 32281. (Education Code 32288)

Tactical Response Plan

Notwithstanding the process described above, any portion of a comprehensive safety plan that addresses~~includes~~ tactical responses to criminal incidents that may result in death or serious bodily injury at the school site, including steps to be taken to safeguard students and staff, secure the affected school premises, and apprehend the criminal perpetrator(s), shall be developed by district administrators in accordance with Education Code 32281. In developing such strategies, district administrators shall consult with law enforcement officials and with ~~a~~ representative(s) of ~~an~~ employee bargaining unit(s), if ~~he/she~~they choose~~s~~ to participate.

When reviewing the tactical response plan, the Board may meet in closed session to confer with law enforcement officials, provided that any vote to approve the tactical response plan is announced in open session following the closed session. (Education Code 32281)

(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)
(cf. 9011 - Disclosure of Confidential/Privileged Information)
(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9321.1 - Closed Session Actions and Reports)

~~Public~~ Access to Safety Plan(s)

The Superintendent or designee shall ensure that an updated file of all safety-related plans and materials is readily available for inspection by the public. (Education Code 32282)

(cf. 1340 - Access to District Records)

However, those portions of the comprehensive safety plan that include tactical responses to criminal incidents shall not be publicly disclosed.

SECOND READING

The Superintendent or designee shall share the comprehensive safety plans and any updates to the plans with local law enforcement, the local fire department, and other first responder entities. (Education Code 32281)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
32260-32262 Interagency School Safety Demonstration Act of 1985
32270 School safety cadre
32280-32289 School safety plans
32290 Safety devices
35147 School site councils and advisory committees
35183 School dress code; uniforms
35291 Rules
35291.5 School-adopted discipline rules
~~35294.10-35294.15 School Safety and Violence Prevention Act~~
41020 Annual audits
~~41510-41514 School Safety Consolidated Competitive Grant Program~~
48900-48927 Suspension and expulsion
48950 Speech and other communication
49079 Notification to teacher; student act constituting grounds for suspension or expulsion
67381 Violent crime
GOVERNMENT CODE
54957 Closed session meetings for threats to security

PENAL CODE
422.55 Definition of hate crime
626.8 Disruptions
11164-11174.3 Child Abuse and Neglect Reporting Act
CALIFORNIA CONSTITUTION
Article 1, Section 28(c) Right to Safe Schools
CODE OF REGULATIONS, TITLE 5
11987-11987.7 School Community Violence Prevention Program requirements
11992-11993 Definition, persistently dangerous schools
UNITED STATES CODE, TITLE 20
7111-7122 Student Support and Academic Enrichment Grants
~~7101-7165 Safe and Drug Free Schools and Communities~~
7912 Transfers from persistently dangerous schools
UNITED STATES CODE, TITLE 42
12101-12213 Americans with Disabilities Act

Management Resources:
CSBA PUBLICATIONS

SECOND READING

Updated Legal Guidance: Protecting Transgender and Gender Nonconforming Students Against Sex Discrimination, July 2016
Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014
Safe Schools: Strategies for Governing Boards to Ensure Student Success, ~~Third Edition,~~ revised ~~October~~ 2011
Community Schools: Partnerships Supporting Students, Families and Communities, Policy Brief, October 2010
Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2010
~~Providing a Safe, Nondiscriminatory School Environment for All Students, Policy Brief, April 2010~~
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Safe Schools: A Planning Guide for Action, 2002
FEDERAL BUREAU OF INVESTIGATION PUBLICATIONS
Uniform Crime Reporting Handbook, 2004

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Practical Information on Crisis Planning: A Guide for Schools and Communities, January 2007
~~Early Warning, Timely Response: A Guide to Safe Schools, August 1998~~
U.S. SECRET SERVICE AND U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
Threat Assessment in Schools: A Guide to Managing Threatening Situations and to Creating Safe School Climates, ~~2002~~2004
WEB SITES
CSBA: http://www.csba.org
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss
~~California Emergency Management Agency: http://www.calema.ca.gov~~
California Governor's Office of Emergency Services: http://www.caloes.ca.gov
California Healthy Kids Survey: http://chks.wested.org

Centers for Disease Control and Prevention: http://www.cdc.gov/ViolencePrevention
Federal Bureau of Investigation: http://www.fbi.gov
~~National Alliance for Safe Schools: http://www.safeschools.org~~
National Center for Crisis Management: http://www.schoolcrisisresponse.com
National School Safety Center: http://www.schoolsafety.us
U.S. Department of Education: http://www.ed.gov
U.S. Secret Service, National Threat Assessment Center:
http://www.secretservice.gov/protection/ntac ~~ntac_ssi.shtml~~

Policy ___ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 _____San Jose, California
Revised: ~~June 25~~July 9, 2020

SECOND READING

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 5141.4, Child Abuse Prevention and Reporting – Second Reading**

Attached is the second reading for Board Policy 5141.4, Child Abuse Prevention and Reporting.

Recommendation:

Staff recommends approval of second reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: July 9, 2020
Recommend Approval Regular Board Meeting

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Child Abuse Prevention And Reporting

BP 5141.4
Students

The Governing Board is committed to supporting the safety and well-being of district students and desires to facilitate the prevention of and response to child abuse and neglect. The Superintendent or designee shall develop and implement strategies for preventing, recognizing, and promptly reporting known or suspected child abuse and neglect.

The Superintendent or designee may provide a student who is a victim of abuse with school-based mental health services or other support services and/or may refer the student to resources available within the community as needed.

(cf. 1400 - Relations Between Other Governmental Agencies and the Schools)
(cf. 5141.6 - School Health Services)
(cf. 6164.2 - Guidance/Counseling Services)

Child Abuse Prevention

The district's instructional program shall include age-appropriate and culturally sensitive child abuse prevention curriculum. This curriculum shall explain students' right to live free of abuse, include instruction in the skills and techniques needed to identify unsafe situations and react appropriately and promptly, inform students of available support resources, and teach students how to obtain help and disclose incidents of abuse.

(cf. 6142.8 - Comprehensive Health Education)
(cf. 6143 - Courses of Study)

The district's program also may include age-appropriate curriculum in sexual abuse and sexual assault awareness and prevention. Upon written request of a student's parent/guardian, the student shall be excused from taking such instruction. (Education Code 51900.6)

SECOND READING

~~The Board of Trustees recognizes the district's responsibility to educate students about the dangers of child abuse so that they will acquire the skills and techniques needed to identify unsafe situations and to react appropriately and promptly.~~

~~As appropriate~~ T~~t~~he Superintendent or designee shall, to the extent feasible, seek to incorporate community resources into the district's child abuse prevention programs~~.~~ ~~To the extent feasible, the Superintendent or designee shall~~ use these ~~community~~ resources to provide parents/guardians with instruction in parenting skills and child abuse prevention.

~~(cf. 1020 - Youth Services)~~

Child Abuse Reporting

~~The Board recognizes that child abuse has severe consequences and that the district has a responsibility to protect students by facilitating the prompt reporting of known and suspected incidents of child abuse.~~ The Superintendent or designee shall establish procedures for the identification and reporting of known and suspected child abuse and neglect ~~such incidents~~ in accordance with law.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)
(cf. 5145.7 - Sexual Harassment)

Procedures for reporting child abuse shall be included in the district and/or school comprehensive safety plan. (Education Code 32282)

(cf. 0450 - Comprehensive Safety Plan)

~~Employees~~ District employees who are mandated reporters, as defined by law and administrative regulation, are obligated to report all known or suspected incidents of child abuse and neglect~~.~~ ~~Mandated reporters shall not investigate any suspected incidents but rather shall cooperate with agencies responsible for investigating and prosecuting cases of child abuse and neglect~~.

The Superintendent or designee shall provide training regarding the reporting duties of mandated reporters.
~~In the event that training is not provided to mandated reporters, the Superintendent or designee shall report to the California Department of Education the reasons that such training is not provided. (Penal Code 11165.7)~~

SECOND READING

Legal Reference:
EDUCATION CODE
32280-32288 Comprehensive school safety plans
33195 Heritage schools, mandated reporters
33308.1 Guidelines on procedure for filing child abuse complaints
44252 Teacher credentialing
~~44690~~ 44691 Staff development in the detection of child abuse and neglect
44807 Duty concerning conduct of students
48906 Notification when student released to peace officer
48987 Dissemination of reporting guidelines to parents
49001 Prohibition of corporal punishment
51220.5 Parenting skills education
51900.6 Sexual abuse and sexual assault awareness and prevention
PENAL CODE
152.3 Duty to report murder, rape, or lewd or lascivious act
273a Willful cruelty or unjustifiable punishment of child; endangering life or health
288 Definition of lewd or lascivious act requiring reporting
11164-11174.~~4~~ 3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
15630-15637 Dependent adult abuse reporting
CODE OF REGULATIONS, TITLE 5
4650 Filing complaints with CDE, special education students
UNITED STATES CODE, TITLE 42
11434a McKinney-Vento Homeless Assistance Act; definitions
COURT DECISIONS
Camreta v. Greene (2011) 131 S.Ct. 2020

Management Resources:
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Health Education Content Standards for California Public Schools, Kindergarten Through Grade Twelve
Health Framework for California Public Schools, Kindergarten Through Grade Twelve
~~CDE LEGAL ADVISORIES~~
~~0514.93 Guidelines for parents to report suspected child abuse~~
WEB SITES
California Attorney General's Office, Suspected Child Abuse Report Form~~Crime and Violence Prevention Center~~: http://www.ag.ca.gov/childabuse/pdf/ss_8572.pdf~~http://safestate.org~~
California Department of Education, Safe Schools: http://www.cde.ca.gov/ls/ss/ap
California Department of Social Services, Children and Family Services Division: http://www.childsworld.ca.gov
U.S. Department of Health and Human Services,
Child Welfare Information Gateway: https://www.childwelfare.gov/can

SECOND READING

~~National Clearinghouse on Child Abuse and Neglect Information: http://nccanch.acf.hhs.gov~~

Policy ___ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 _____San Jose, California
Revised: Jun~~e~~ly ~~25~~9, 2020

SECOND READING

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

7.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Student Interactions – First Reading**

Attached is the first reading for Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Student Interactions.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: **Information Only**

7.04

Agenda Placement

Meeting: July 9, 2020
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Maintaining Appropriate Adult-Student Interactions

BP 4119.24/4219.24/4319.24
Personnel

The Governing Board desires to provide a positive school environment that protects the safety and well-being of district students. The Board expects all adults with whom students may interact at school or in school-related activities, including employees, independent contractors, and volunteers, to maintain the highest professional and ethical standards in their interactions with students both within and outside the educational setting. Such adults shall not engage in unlawful or inappropriate interactions with students and shall avoid boundary-blurring behaviors that undermine trust in the adult-student relationship and lead to the appearance of impropriety.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

Employees are prohibited from entering into or attempting to form a romantic or sexual relationship with any student or engaging in sexual harassment of a student, including sexual advances, flirtations, requests for sexual favors, inappropriate comments about a student's body or appearance, or other verbal, visual, or physical conduct of a sexual nature.

(cf. 5145.7 - Sexual Harassment)

Adults shall not intrude on a student's physical or emotional boundaries unless necessary in an emergency or to serve a legitimate purpose related to instruction, counseling, student health, or student or staff safety.

Any employee who observes or has knowledge of another employee's violation of this policy shall report the information to the Superintendent or designee or appropriate agency for investigation pursuant to the applicable complaint procedures. Other adults with knowledge of any violation of this policy are encouraged to report the violation to the Superintendent or designee. The Superintendent or designee shall protect anyone who reports a violation from retaliation. Immediate intervention shall be implemented when necessary to protect student safety or the integrity of the investigation.

(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 5141.4 - Child Abuse Prevention and Reporting)

Employees who engage in any conduct in violation of this policy, including retaliation against a person who reports the violation or participates in the complaint process, shall be subject to discipline, up to and including dismissal. Any other adult who violates this policy may be barred

FIRST READING

from school grounds and activities in accordance with law. The Superintendent or designee may also notify law enforcement as appropriate.

(cf. 4117.7/4317.7 - Employment Status Reports)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

The district's employee code of conduct addressing interactions with students shall be provided to parents/guardians at the beginning of each school year and shall be posted on school and/or district web sites. (Education Code 44050)

(cf. 1113 - District and School Web Sites)
(cf. 5145.6 - Parental Notifications)

Inappropriate Conduct

Employees shall remain vigilant of their position of authority and not abuse it when relating with students. Examples of employee conduct that can undermine professional adult-student interactions or create the appearance of impropriety include, but are not limited to:

1. Initiating inappropriate physical contact

2. Being alone with a student outside of the view of others

3. Visiting a student's home or inviting a student to visit the employee's home without parent/guardian consent

4. Maintaining personal contact with a student that has no legitimate educational purpose, by phone, letter, electronic communications, or other means, without including the student's parent/guardian or the principal

When communicating electronically with students, employees shall use district equipment or technological resources when available. Employees shall not communicate with students through any medium that is designed to eliminate records of the communications. The Superintendent or designee may monitor employee usage of district technology at any time without advance notice or consent.

(cf. 4040 - Employee Use of Technology)

5. Creating or participating in social networking sites for communication with students, other than those created by the district, without the prior written approval of the principal or designee

6. Inviting or accepting requests from students, or former students who are minors, to connect on personal social networking sites (e.g., "friending" or "following" on social media), unless the site is dedicated to school business

FIRST READING

7. Singling out a particular student for personal attention and friendship, including giving gifts and/or nicknames to individual students

8. Addressing a student in an overly familiar manner, such as by using a term of endearment

9. Socializing or spending time with students outside of school-sponsored events, except as participants in community activities

10. Sending or accompanying students on personal errands unrelated to any legitimate educational purpose

11. Transporting a student in a personal vehicle without prior authorization

12. Encouraging students to confide their personal or family problems and/or relationships

13. Disclosing personal, family, or other private matters to students or sharing personal secrets with students

Legal Reference
EDUCATION CODE
44030.5 Employment status reports
44050 Employee code of conduct; employee interactions with students
44242.5 Reports and review of alleged misconduct
44940 Sex offenses and narcotic offenses; compulsory leave of absence
48980 Parental notifications
PENAL CODE
11164-11174.3 Child Abuse and Neglect Reporting Act
CODE OF REGULATIONS, TITLE 5
80303 Reports of change in employment status, alleged misconduct
80304 Notice of sexual misconduct

FIRST READING

7.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 5125, Student Records – First Reading**

Attached is the first reading for Board Policy 5125, Student Records.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: **Information Only**

7.05

Agenda Placement

Meeting: July 9, 2020
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Student Records

BP 5125
Students

The ~~Board of Trustees~~Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. ~~The Superintendent or designee shall ensure that the district's administrative regulation and school site procedures for maintaining the confidentiality of student records are consistent with state and federal law.~~

The Superintendent or designee shall establish administrative regulations governing the identification, collection, ~~description~~retention, and security of student records~~, as well as timely access for authorized persons.~~ These regulations shall ensure ~~parental~~ the rights of authorized persons to have timely access to ~~review, inspect, and copy~~ student records ~~and shall protect the student and his/her family from invasion of privacy~~while maintaining the confidentiality of student records consistent with state and federal law.

(cf. 3580 - District Records)
(cf. 4040 - Employee Use of Technology)
(cf. 5125.1 - Release of Directory Information)
~~(cf. 5125.2 - Withholding Grades, Diploma or Transcripts)~~
(cf. 5125.3 - Challenging Student Records)

The Superintendent or designee shall designate a certificated employee to serve as custodian of records with responsibility for student records at the district level. At each school, the principal or a certificated ~~designee~~ employee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

The district shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to

FIRST READING

administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

(cf. 5145.13 - Response to Immigration Enforcement)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Student Records from Social Media

The Superintendent or designee may gather and maintain information from the social media of any district student, provided that the district first notifies students and parents/guardians about the proposed program, offers an opportunity for public comment at a regularly scheduled Board meeting, and gathers only information that directly pertains to school safety or student safety. (Education Code 49073.6)

(cf. 0450 - Comprehensive Safety Plan)
(cf. 5131.2 - Bullying)
(cf. 5145.6 - Parental Notifications)
(cf. 9322 - Agenda/Meeting Materials)
(cf. 9323 - Meeting Conduct)

The Superintendent or designee may enter into a contract with a third party for the digital storage, management, and retrieval of student records and/or to authorize a third party provider of digital software to access, store, and use student records, provided that the contract meets the requirements of Education Code 49073.1 and other applicable state and federal laws.

(cf. 3312 - Contracts)

Legal Reference:

EDUCATION CODE
234.7 Student protections relating to immigration and citizenship status
17604 Contracts
48201 Student records for transfer students who have been suspended/expelled
48853.5 Foster youth; placement, immunizations
48902 Notification of law enforcement of specified violations

FIRST READING

48904-48904.3 Withholding grades, diplomas, or transcripts
48918 Rules governing expulsion procedures
48980 Parental notifications
48985 Notices in parent/guardian's primary language
49060-49079 Student records
49091.14 Parental review of curriculum
51747 Independent study programs
56050 Surrogate parents
56055 Foster parents
69432.9 Cal Grant program; notification of grade point average

CODE OF CIVIL PROCEDURE
1985.3 Subpoena duces tecum
FAMILY CODE
3025 Access to records by noncustodial parents
6552 Caregiver's authorization affidavit

GOVERNMENT CODE
6252-6260 Inspection of public records
HEALTH AND SAFETY CODE
120440 Immunizations; disclosure of information
PENAL CODE
245 Assault with deadly weapon

WELFARE AND INSTITUTIONS CODE
681 Truancy petitions
701 Juvenile court law

16010 Health and education records of a minor
CODE OF REGULATIONS, TITLE 5
430-438 Individual student records
16020-16027 Destruction of records of school districts
UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act
1232h Protection of Pupil Rights Amendment
UNITED STATES CODE, TITLE 26
152 Definition of dependent child
UNITED STATES CODE, TITLE 42
11434a McKinney-Vento Homeless Assistance Act; definitions
CODE OF FEDERAL REGULATIONS, TITLE 16
Part 312 Children's Online Privacy Protection Rule

CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
300.501 Opportunity to examine records for parents of student with disability

FIRST READING

Management Resources:
CSBA PUBLICATIONS
Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017
CALIFORNIA OFFICE OF THE ATTORNEY GENERAL PUBLICATIONS
Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

FEDERAL REGISTER
Final Rule and Analysis of Comments and Changes, Family Educational Rights and Privacy, December 9, 2008, Vol. 73, No. 237, pages 74806-74855
NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS
Data in the Cloud: A Legal and Policy Guide for School Boards on Student Data Privacy in the Cloud Computing Era, April 2014

U.S. DEPARTMENT OF EDUCATION PUBLICATIONS
IDEA and FERPA Confidentiality Provisions, 2014

Joint Guidance on the Application of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act of 1996 (HIPAA) to Student Health Records, ~~November~~ 2008
Balancing Student Privacy and School Safety: A Guide to the Family Educational Rights and Privacy Act for Elementary and Secondary Schools, October 2007

WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
National School Boards Association: http://www.nsba.org

U.S. Department of Education, Family Policy Compliance ~~Office~~,
http://www.ed.gov/policy/gen/guid/fpco/~~index.html~~

Policy ___ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 _____San Jose, California
Revised: July 9, 2020

FIRST READING

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

7.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 1312.1, Complaints Concerning District Employees – First Reading**

Attached is the first reading for Board Policy 1312.1, Complaints Concerning District Employees.

Recommendation:

Staff recommends approval of first reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: July 9, 2020

Information Only Regular Board Meeting

7.06

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

Complaints Concerning District Employees

BP 1312.1
Community Relations

The Governing Board recognizes its accountability to the public for the quality of the district's educational program and the performance of district employees. The district shall provide a process by which a complaint submitted by any person regarding an employee can be resolved impartially, expeditiously, and with minimal disruption to district operations and the educational program.

(cf. 4119.21/4219.21/4319.21 - Professional Standards)

When a concern regarding an employee is presented during a Board meeting or to an individual Board member or employee outside of a Board meeting, the complainant shall be informed of the appropriate complaint procedure.

(cf. 9323 - Meeting Conduct)

Any complaint regarding the Superintendent shall be initially filed in writing with the Board. The Board shall consult with legal counsel or appoint an appropriate agent to conduct the investigation.

The Superintendent or designee shall determine whether a complaint against any other employee should be considered a complaint against the district and/or an individual employee, and whether it should be resolved by the district's process for complaints concerning personnel and/or other district procedures. Any complaint of child abuse or neglect alleged against a district employee shall be reported to the appropriate local agencies in accordance with law and BP 5141.4 - Child Abuse Prevention and Reporting. Any complaint alleging that an employee engaged in unlawful discrimination (such as discriminatory harassment, intimidation, or bullying) in district programs and activities shall be filed in accordance with BP/AR 1312.3 - Uniform Complaint Procedures. Any complaint by an employee, job applicant, volunteer, intern, or independent contractor alleging unlawful discrimination or harassment by an employee shall be filed in accordance with AR 4030 -Nondiscrimination in Employment.~~The Board of Trustees accepts responsibility for providing a means by which the public can hold employees accountable for their actions. The Board desires that complaints be resolved expeditiously without disrupting the educational process.~~

~~The Superintendent or designee shall develop regulations which permit the public to submit complaints against district employees in an appropriate way. These regulations shall protect the rights of involved parties. The Board may serve as an appeals body if the complaint is not resolved.~~

FIRST READING

(cf. 1312.2 - Complaints Concerning Instructional Materials)
(cf. 1312.3 - Uniform Complaint Procedures)
(cf. 3555 - Nutrition Program Compliance)
(cf. 4030 - Nondiscrimination in Employment)
(cf. 4144/4244/4344 - Complaints)
(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.3 - Nondiscrimination/Harassment)
(cf. 5145.7 - Sexual Harassment)

~~(cf. 3515.2 - Disruptions)~~

Any complaint subject to this policy and the accompanying administrative regulation shall be investigated by the principal, the employee's immediate supervisor, the Superintendent or designee, legal counsel, agent of the Board, and/or other appropriate person who is not the subject of the complaint or subordinate to the employee charged in the complaint. The complainant and the employee shall have an opportunity to present information relevant to the complaint.

A complaint that is filed anonymously may be investigated by the Superintendent or designee depending on the specificity and reliability of the information.

If a complainant requests confidentiality, the Superintendent or designee shall inform the complainant that the request may limit the district's ability to investigate the employee's conduct or take other necessary action. However, the Superintendent or designee shall take all reasonable steps to investigate and resolve the complaint without divulging the complainant's identity.

The Board prohibits retaliation against complainants. ~~The Superintendent or designee at his/her discretion may keep a complainant's identity confidential, except to the extent necessary to investigate the complaint. The district will not investigate anonymous complaints unless it so desires.~~

Appeals

If either the complainant or the employee submits an appeal of the Superintendent's decision to the Board, the Board shall determine whether to uphold the Superintendent's decision without hearing the complaint, appoint an appeals committee to advise the Board, or hear the appeal itself.

(cf. 9130 - Board Committees)

If ~~it~~ the Board decides to hear the complaint, the matter shall be addressed in closed session in accordance with ~~law~~ Government Code 54957 unless the employee requests that it be heard in

FIRST READING

open session. The Board shall review the original complaint and additional information provided by the Superintendent or designee regarding the steps taken to resolve the issue.

(cf. 9321 - Closed Session Purposes and Agendas)
(cf. 9323 - Meeting Conduct)

The Board's decision shall be final.

(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)

Legal Reference:
EDUCATION CODE
33308.1 Guidelines on procedure for filing child abuse complaints
35146 Closed sessions
44031 Personnel file contents and inspection
44811 Disruption of public school activities
44932-44949 Resignation, dismissal and leaves of absence (rights of employee; procedures to follow)
48987 Child abuse guidelines
GOVERNMENT CODE
54957 Closed session; complaints re employees
54957.6 Closed session; salaries or fringe benefits
PENAL CODE
273 Cruelty or unjustifiable punishment of child
11164-11174.3 Child Abuse and Neglect Reporting Act
WELFARE AND INSTITUTIONS CODE
300 Minors subject to jurisdiction of juvenile court
COURT DECISIONS

Baca v. Moreno Valley Unified School District, (1996) 936 F. Supp. 719

~~Management Resources:~~
~~CDE LEGAL ADVISORIES~~
~~0910.93 Guidelines for parents to report suspected child abuse by school district employees or other persons against a pupil at school site (LO:4-93)~~

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California
Revised: July 9, 2020

FIRST READING

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

7.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **District Energy Savings Solar Power Agreement.**

At the January 21, 2020, special meeting the Board discussed the District's Facilities Assessment and facilities planning issues. During the discussion that evening Board members indicated a desire to learn more about potential budget savings to the District from the installation of a solar photovoltaic system ("Solar PV system") on District properties, including how such a system would be installed on District properties and how savings might be generated.

This agenda item is presented as a follow-up to that January 2020 discussion and to determine whether or not the Board desires to provide more direction to Administration to explore a Solar PV energy system for the District, what the cost and risk factors might be, and what types of financial arrangements it might entail.

Below is some background regarding this issue for purposes of facilitating the Board discussion.

Solar PV Systems and Power Purchase Agreements

Over the last decade many school districts and other public agencies have installed Solar PV systems to achieve budgetary savings in energy costs. A Solar PV system is composed of one or more solar panels combined with an inverter and other electrical and mechanical hardware that use energy from the Sun to generate electricity. The two primary models by which school districts and public agencies can implement Solar PV systems include: (1) the district purchases, owns, installs and operates and maintains the Solar PV system and equipment (the "ownership model"), and (2) a solar power purchase agreement. Under an ownership model, the District would pay for, or directly finance, all costs associated with the purchase, installation and operation of the Solar PV system. Because of the cost restrictions of that approach, this summary will focus instead on a power purchase agreement.

What is a Power Purchase Agreement?

A solar Power Purchase Agreement (PPA) is a contract whereby a third-party developer/contractor installs, owns, operates, and maintains a solar photovoltaic system on school district property. The school district (as the site "host") agrees to allow for the installation and maintenance of the Solar PV system equipment on its school property. Once operational, that equipment generates electricity. The school district then purchases the electricity output generated by the Solar PV system for its school(s) from the developer for the contract term (typically, 20+ years). The district is <u>not</u> purchasing the equipment or the system, just the electricity generated by the system. Typically, the developer bears all costs and expenses of the installation, operation and maintenance of all of the Solar PV system and equipment for the entire duration of the contract. Except for transactional costs (i.e., the cost of negotiating the contract(s)), there could be no costs to the district in connection with the system.

Ideally, this contractual arrangement allows the school district to receive stable and potentially low-cost electricity (in specified amounts) over the entire term of the contract, which can result in budgetary savings to the school district. The developer/contractor gets the benefit of (potentially) valuable tax credits from installing and operating the system and also gets income from the sale of electricity generated by the equipment on the district property (the developer sells the "excess" electricity generated (i.e., electricity beyond what is consumed by the school district under the agreement).

The agreement would likely provide separate leases for each of the District's school sites where the developer/contractor would install the Solar PV system equipment.

The potential benefits of this PPA model is that it allows school districts and public agencies to avoid many of the traditional hurdles to on-site Solar PV systems: no high upfront capital costs, no system performance risk, and no risk associated with complex design and permitting processes or on-going maintenance costs.

Power Purchase Agreement Proposal by ENGIE Services U.S.

In or around April 2019 the Board approved an "Energy Services Contract" with ENGIE Services U.S., Inc. pursuant to which Engie installed certain energy conservation measures in the District. In connection with that work Engie has previously submitted a long term (28 years) power purchase agreement proposal to the District which includes projected budget cost savings to the District.

What are the Legal Requirements for Power Purchase Agreements?

California Government Code Section 4217.12 allows for public agencies to enter into energy service contracts and any necessarily related facility ground leases on terms that its governing body determines are *in the best interests of* the public agency if the determination is made at a regularly scheduled *public hearing, public notice of which is given at least two weeks in advance, and if the governing body finds*:

> "(1) That the anticipated cost to the public agency for thermal or electrical energy or conservation services provided by the energy conservation facility under the contract will be less than the anticipated marginal cost to the public agency of thermal, electrical, or other energy that would have been consumed by the public agency in the absence of those purchases.
> (2) That the difference, if any, between the fair rental value for the real property subject to the facility ground lease and the agreed rent, is anticipated to be offset by below-market energy purchases or other benefits provided under the energy service contract.
> (b) State agency heads may make these findings without holding a public hearing."

No action or approval may be taken by the Board unless and until the Board makes the required determination in a public meeting. Typically, the determination is based on a financial analysis that addresses that statutory criteria and which would be prepared and presented staff.

Per state law, this type of contractual arrangement (a power purchase agreement) is not subject to the state's public bidding laws but may be awarded without a public bidding process provided the statutory process is followed and the savings requirements are met.

Possible Next Steps

The District might be able to achieve long-term budget cost savings by implementing a Solar PV system program through a power purchase agreement. The Board is requested to provide Administration and staff direction on whether to investigate the potential for such an agreement for consideration including, among other things, terms of such an arrangement, scope of a Solar PV system (e.g., how many sites would be included) and estimated potential savings. The Board is also requested to provide direction to

Administration on whether or not to issue a request for proposals or request for qualifications and/or whether to engage in further more focused discussions with Engie relating to its most recent proposal.

If the Board desires further investigation into a potential power purchase agreement, then the Board and staff can discuss a timeline for discussion on this issue for future Board meetings.

Consideration/Action

Submitted by: Hilaria Bauer, Ph.D. Title: Superintendent

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Consideration/Action

7.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNIFIED SCHOOL DISTRICT BOARD OF TRUSTEES
ERNESTO BEJARANO, MSW – TRUSTEE

M E M O R A N D U M

DATE: July 9, 2020

TO: Honorable Board of Trustees, Alum Rock Union School District (ARUSD)

FROM: Ernesto Bejarano, MSW – President, Alum Rock Union School District

SUBJECT: **Solar Energy**

RECOMMENDATION(S)

I am recommending that my Board colleagues discuss the potential benefits and/or challenges of initiating a Solar Energy Program, with specific attention directed towards:

a. Gaining an understanding of what is commonly known as a Solar Power Purchase Agreement (PPA)
b. A general cost benefit analysis of participation in a district wide solar energy program
c. A general risk analysis to consider any legal issues of import with regards to initiating and participating in a solar energy program
d. Potential advantages or drawbacks of beginning a solar energy program, specific to the current ARUSD environment.

SUMMARY

In October of 2019 at the California Latino School Board Association Conference I engaged in multiple discussions regarding solar energy with Trustees throughout the state, as well as visited solar related vendor tables. I followed this research up with more discussion and investigation at the California School Board Association Meeting in December of 2019. Based on these conversations, I assessed that the possibility of starting a solar energy program in the Alum Rock School District warranted further discussion and investigation. With this in mind, I began to work on district specific details in order to bring an item to the Board for discussion and potential action at the July 9 meeting.

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2020

Subject: **Approve First Amendment to Premises Use Agreement Between the District and City of San Jose to Allow the City's Office of Emergency Management to Use Certain Facilities Owned by the District During Emergencies for Shelter or Mass Care Services**

Staff Analysis: Due to COVID-19, the City of San Jose is requesting the District's permission to amend the Premises Use Agreement to include use of the facilities for food distribution services and to include additional facilities owned by ALUM ROCK SCHOOL DISTRICT as specifically identified in Amended Exhibit A (Premises").

Recommendation: Staff is recommending the Board of Trustees approve the Agreement between the District and the City of San Jose to allow the City of San Jose to use certain facilities owned by the District as Emergency Operations Centers during emergency situations.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

FIRST AMENDMENT TO PREMISES USE AGREEMENT WITH ALUM ROCK UNION SCHOOL DISTRICT

This First Amendment to Premises Use Agreement ("Agreement") is entered into on this _____ day of _____, 2020 ("Effective Date") by and between CITY OF SAN JOSE, a municipal corporation ("City") and ALUM ROCK UNION SCHOOL DISTRICT, a political subdivision of state of California ("Owner").

RECITALS

WHEREAS, the City and ALUM ROCK UNION SCHOOL DISTRICT entered into a Premises Use Agreement on October 4, 2019 to use certain facilities owned by ALUM ROCK UNION SCHOOL DISTRICT during emergencies for shelter or mass care services; and

WHEREAS, the City is currently under a state of local emergency relating to the impacts of COVID-19; and

WHEREAS, the City and ALUM ROCK UNION SCHOOL DISTRICT desire to amend the Premises Use Agreement to include use of the facilities for food distribution services and to include additional facilities owned by ALUM ROCK SCHOOL DISTRICT as specifically identified in Amended Exhibit A ("Premises")

NOW, THEREFORE, in consideration of these mutual covenants herein, the parties agree to amend the Agreement as follows:

Section 1. Section 1. Use of Premises is amended to add subsection A.v. as follows:

A. City may use the Premises or parts thereof including but not limited to:

i. Service Center (operations, client services, or volunteer intake)

ii. Storage of supplies

iii. Parking of vehicles

iv. Disaster shelter

v. Food Distribution

Section 2. Exhibit A is amended and replaced in its entirety by "Amended Exhibit A," attached hereto and incorporated by reference.

Section 3. All terms and conditions of the Agreement not specifically amended by this First Amendment shall remain in full force and effect.

WITNESS THE EXECUTION HEREOF on the day and year set forth beneath the respective names.

APPROVED AS TO FORM:

_____
Diana Yuan
Deputy City Attorney
Date: _____

City of San José,
a municipal corporation

By_____
Name: Leland Wilcox
Title: Chief of Staff, City Manager's Office

Date: _____

_____,

a _____

By_____
Name:
Title:
Date:

AMENDED EXHIBIT A
("Premises")

School Name	Address
Adelante II Academy	1970 Cinderella Lane, San Jose
Adelante Dual Language Academy	2999 Ridgemont Avenue, San Jose
A. J. Dorsa Elementary	1290 Bal Harbor Way, San Jose
Aptitude Community Academy at Goss	2475 Van Winkle Lane, San Jose
Ben Painter Elementary	500 Rough & Ready Road, San Jose
Donald Meyer Elementary School	1824 Daytona Dr, San Jose
Cesar Chávez Elementary	2000 Kammerer Avenue, San Jose
Clyde Arbuckle Elementary	1970 Cinderella Lane, San Jose
Clyde Fisher Middle School	1720 Hopkins Drive, San Jose
Horace Cureton Elementary	3720 E Hills Drive, San Jose
Hubbard Media Arts Academy	1680 Foley Avenue, San Jose
Joseph George Middle School	277 Mahoney Drive, San Jose
Learning in an Urban Community with High Achievement (LUCHA)	1711 E San Antonio Street, San Jose
Lee Mathson Middle School	2050 Kammerer Avenue, San Jose
Linda Vista Elementary	100 Kirk Avenue, San Jose
Lyndale Elementary School	13901 Nordyke Drive, San Jose
Millard McCollam Elementary School	3311 Lucian Avenue, San Jose
Ocala STEAM Academy	2800 Ocala Avenue, San Jose
Renaissance Academy at Fisher	1720 Hopkins Drive, San Jose
Renaissance Academy at Mathson	2050 Kammerer Avenue, San Jose
Russo / McEntee Academy	2851 Gay Avenue, San Jose
San Antonio Elementary School	1721 E San Antonio Street, San Jose
Sylvia Cassell Elementary School	1300 Tallahassee Drive, San Jose
William Sheppard Middle School	480 Rough and Ready Road, San Jose

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2020

Subject: **Resolution No. 05-20/21**
Temporary Interfund Transfer

Staff Analysis: Board approval is requested of Resolution No. 05-20/21 to temporary transfer of funds for payment of obligations as allowed by Education Code Section 42603, should the need arise. The majority of the District's operating budget depends on State funding. If the State is late in disbursing categorical funds and/or principal apportionments due to deferrals, then the District may have to consider a temporary interfund transfer to meet its monthly obligations.

Recommendation: Staff recommends that the Board of Trustees approve Resolution No. 05-20/21 Temporary Interfund Transfer.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO. 05-20/21

RESOLUTION TO ESTABLISH TEMPORARY INTERFUND TRANSFER

ON MOTION of Member _____, seconded by Member _____, the following resolution is hereby adopted:

WHEREAS, the governing board of any school district may direct that moneys held in any fund or account may be temporarily transferred to another fund or account of the district for payment of obligations as authorized by Education Code Section 42603; and

WHEREAS, the transfer shall be accounted for as temporary borrowing between funds or accounts and shall not be available for appropriation or be considered income to the borrowing fund or account; and

WHEREAS, amounts transferred shall be repaid either in the same fiscal year, or in the following fiscal year if the transfer takes place within the final 120 calendar days of a fiscal year;

NOW THEREFORE, BE IT RESOLVED that the Governing Board of the ALUM ROCK School District, in accordance with the provisions of Education Code Section 42603 adopts the following authorization for fiscal year 2020–2021 to temporarily transfer moneys between the following funds provided that all transfers are approved by the Superintendent or designee:

Fund 010 – General Fund	Fund 250 – Capital Facilities
Fund 120 – Child Development	Fund 350 – Capital School Facilities
Fund 130 – Child Nutrition	Fund 400 – Special Reserve Funds
Fund 140 – Deferred Maintenance	Fund 670 – Self Insurance Fund

PASSED AND ADOPTED by the Governing Board on July 9, 2021, by the following vote:

AYES:
NOES:
ABSENT:

STATE OF CALIFORNIA)
) ss
COUNTY OF SANTA CLARA)

I, _____, Clerk/Secretary of the Governing Board, do hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the Board at a regularly called and conducted meeting held on said date.

WITNESSED my hand this _____ day of _____, 20_____.

_____
Clerk/Secretary of the Governing Board

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Information Regarding Resignations**

Staff Analysis:

Pursuant to Board Policy 4117.2 the Superintendent or her designee has accepted the following resignations.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: **Information Only**

Meeting: July 9, 2020
Regular Board Meeting

9.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

July 9, 2020

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Lange, Brook	Core/Renaissance Academy I	06/25/2020
2.	Goodwin, Jacqueline	Core/Renaissance Academy I	06/17/2020

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2019 - June 30, 2020.**

Staff Analysis:
The District and Teamsters Local 150 have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2019 - June 30, 2020.

Recommendation:
District administration is recommending that the Board of Trustees approve and ratify the Tentative Agreement.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: **Recommend Approval**

9.02

Agenda Placement

Meeting: July 9, 2020
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

And

Teamsters Local #150

AMENDED

Tentative Agreement

June 24, 2020

Article 22.1.1 Pay and Allowance:

Effective July 1, 2019, the District shall increase the salary schedule for all bargaining unit members by zero percent (0%).

For the 2019-2020 school year, the District shall pay a one-time off-salary schedule payment of $500.00 to all bargaining unit members with a 0.75 FTE (Full-Time Equivalent) or higher. Bargaining members with less than a 0.75 FTE (Full-Time Equivalent), or members who worked a portion of the year, shall be paid the $500.00 off schedule payment on a pro-rated basis. This one-time payment applies to any bargaining unit members in paid status during the 2019-2020 school year.

Effective July 1, 2020, the District shall increase the salary schedule for all bargaining unit member by zero percent, (0%).

For the 2020-2021 school year, the District shall pay a one-time off-salary schedule payment of $500.00 to all bargaining unit members with a 0.75 FTE (Full-Time Equivalent) or higher. Bargaining members with less than a 0.75 FTE (Full-Time Equivalent), or members who worked a portion of the year, shall be paid the $500.00 off schedule payment on a pro-rated basis. This one-time payment applies to any bargaining unit members in paid status during the 2020-2021 school year.

For the term of this agreement, if any other bargaining unit receives a salary schedule increase, off schedule bonus or health and welfare premium increase or reopener(s) greater than the Teamster's bargaining unit, then Teamsters shall receive the same increase.

Article XVII Bargaining Unit Member and Dependent Insurance Coverage:

Status quo. (Maintenance of Health Benefit Insurance Coverage). Effective July 1, 2019, the District shall pay 85% of Health and Welfare plans through Teamsters Managed Trust.

Article V: Duration

5.1 Length of Agreement

This agreement concludes the 2019-2020 reopener. The 2020-2023 agreement shall be a successor agreement and all Articles shall be available for negotiation in 2020-2021. For 2021-2022 and 2022-2023, the parties shall negotiate Article 22 "Pay and Allowance" and Article 17.1 "Bargaining Unit Member and Dependent Insurance Coverage" plus two (2) articles each.

Dated: June 24, 2020

Alum Rock Union Elementary School District

Jess Serna, Chief Negotiator

Carlos Moran, Assistant Superintendent, Human Resources

Kolvira Chheng, Assistant Superintendent, Business

Tereasa Smith, Director, Human Resources

Denisse Mendez, Director, Child Nutrition

Ed Villarreal, Manager, Operations

April Ramirez, Executive Assistant, Human Resources

Teamsters Local 150

Alan Daurie, Business Agent, Teamster 150

Thanh Phu, Teamster 150

Elias Vidrio, Teamster 150

Trevor Emmett, Teamster 150

Dolores Quintero, Teamster 150

Yadira Reyes, Teamster 150

Edgar Gudiel, Teamster 150

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Resolution # 42-19/20 Reduction or Elimination of Classified Services**

Staff Analysis:

Given the current state of the District's budget and due to a lack of work and/or a lack of funds, the District is forced to consider the elimination of certain services now being provided by classified employees.

Education Code sections 45114, 45117, 45298 and 45308 set forth the process and procedure that school districts must follow in order to reduce or eliminate classified employee services for lack of work and/or lack of funds. This procedure requires a board resolution to reduce or eliminate classified positions and provide the affected employees with notice sixty (60) days prior to the effective date of their layoff.

Recommendation:

District administration is recommending that the Board of Trustees approve Resolution #42-19/20 as presented.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval Regular Board Meeting

9.03

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Board Meeting of July 9, 2020
Agenda Item: 10.03
Attachment A

RESOLUTION OF ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT REGARDING REDUCTION OR ELIMINATION OF SERVICES

RESOLUTION # 42-19/20

WHEREAS, the continued employment of the current number of classified positions is no longer possible due to lack of funds and/or lack of work;

WHEREAS, Sections 45114, 45117, 45298 and 45308 of the California Education Code authorize the Governing Board to eliminate the service of such positions, for lack of funds and/or lack of work;

WHEREAS, the Governing Board has determined that certain services and/or positions performed and held by classified employees should be reduced or eliminated due to lack of funds and/or lack of work;

WHEREAS, the Governing Board has determined that the following classified positions shall be eliminated and the persons occupying said positions are laid off subject to appropriate notice:

Position	**Number of Full-Time Equivalent Positions ("FTEs")**
Certification Specialist	1.0
Senior Accounting Assistant	1.0
Warehouse Worker I	1.0
Office Assistant III	.75
Accountant	1.0
Paraeducator	2.71875
Library Technician	.75
Total FTE	**8.21875**

NOW THEREFORE, BE IT RESOLVED that the District Superintendent or his designee is directed to give notice to the affected employees in the appropriate classifications in light of the positions to be eliminated herein. Such notice shall inform the employees that they will be laid off and shall further advise the employees of their last date of employment, their displacement rights, if any, and reemployment rights pursuant to Education Code Sections 45114, 45117, 45298 and 45308.

Adopted by the Alum Rock Union Elementary School District Board of Trustees on July 9, 2020.

By the following vote:
AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

_____
Andres Quintero
Clerk of the Board of Trustees
of the Alum Rock Union Elementary School District

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2020

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated July 9, 2020.

Recommendation: Staff recommends approval for acceptance of these donations.

Approved by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
July 9, 2020

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Hillcresters	Materials & Supplies	$ 1,000.00	Painter Elementary
Applied Materials YourCause	Materials & Supplies	$ 100.00	Painter Elementary

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

June 10, 2020

Honorable Board of Trustees
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

Please accept the following donation check made to Ben Painter Elementary School from:

Hillcresters	$1,000	Check #1094

The donation check is a donation to our school to pursuit of educational goals and supplies needed for all our students school-wide. Thank you in advance for your approval.

Sincerely,

Mrs. Le Tran
Principal

/sna

Attachment

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

June 12, 2020

Honorable Board of Trustees
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

Please accept the following donation check made to Ben Painter Elementary School from:

Applied Materials Foundation & Employees	$100.00	Check #1090045873

The donation check is a donation to our school. Thank you in advance for your approval.

Sincerely,

Mrs. Le Tran
Principal

/sna

Attachment

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 10.02
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: July 2, 2020

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during June month of Fiscal Year 2019/2020.

Total of vendor warrants	$	5,586,953.27
Total of payroll warrants	$	4,730,307.20
Total	**$**	**10,317,260.47**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of June 2020.

Approved by: Kolvira Chheng cc Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

10.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

June 2020

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,708,733.51
120	Child Development Fund	$0.00
130	Cafeteria Fund	$440,430.61
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$23,062.50
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,402,027.45
	Subtotal	**$5,574,254.07**
95	Student Body Fund	$12,699.20
	Total Vendor Warrants	**$5,586,953.27**

PAYROLL WARRANTS	
10th of the month	$231,541.12
EOM Payroll	$1,759,076.49
AREA	$2,739,689.59
Manual Checks	$0.00
Void Checks	$0.00
Total Payroll Warrants	**$4,730,307.20**
Grand Total All Warrants	**$10,317,260.47**

	From		To
AP Warrants used #	4003454	-	4003887
Payroll Direct Deposit Pay Stub used #	4706348	-	4707495
Payroll Checks used #	4400598	-	4400692

AP Check Register - Pivot Table Summary by Vendor
June 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	6/4/2020	4003464	010	$ 905.02
	6/11/2020	4003551	060	$ 3,102.81
4IMPRINT INC. Total				**$ 4,007.83**
ABLE MAINTENANCE, INC.	6/30/2020	4003815	010	$ 13,006.44
ABLE MAINTENANCE, INC. Total				**$ 13,006.44**
ACCOUNTABLE HEALTHCARE	6/11/2020	4003567	080	$ 10,640.00
	6/25/2020	4003731	080	$ 3,920.00
ACCOUNTABLE HEALTHCARE Total				**$ 14,560.00**
ACE CHARTER SCHOOLS	6/25/2020	4003732	010	$ 973.86
ACE CHARTER SCHOOLS Total				**$ 973.86**
ACE EMPOWER ACADEMY	6/11/2020	4003541	010	$ 23,085.00
ACE EMPOWER ACADEMY Total				**$ 23,085.00**
ACHIEVE KIDS	6/11/2020	4003568	080	$ 14,010.00
ACHIEVE KIDS Total				**$ 14,010.00**
ACSA FOUNDATION FOR	6/30/2020	4003862	010	$ 440.00
ACSA FOUNDATION FOR Total				**$ 440.00**
AIRGAS, INC.	6/25/2020	4003697	010	$ 42.07
AIRGAS, INC. Total				**$ 42.07**
ALBERT, WENDY E.	6/18/2020	4003650	080	$ 41.00
ALBERT, WENDY E. Total				**$ 41.00**
ALFARO, YOLANDA DUNZZ	6/25/2020	4003733	010	$ 204.18
ALFARO, YOLANDA DUNZZ Total				**$ 204.18**
ALLIANCE FOR YOUTH ACHIEVEMENT	6/30/2020	4003863	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALONDRA GUADALUPE RIOS	6/19/2020	4003678	010	$ 2,000.00
ALONDRA GUADALUPE RIOS Total				**$ 2,000.00**
ALPHA BLANCA ALVARADO(ALPHA1)	6/11/2020	4003542	010	$ 51,669.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 51,669.00**
ALPHA JOSE HERNANDEZ (ALPHA	6/11/2020	4003543	010	$ 68,977.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 68,977.00**
ALUM ROCK #305	6/30/2020	4003864	010	$ 530.00
ALUM ROCK #305 Total				**$ 530.00**
ALUM ROCK ADMINISTRATORS ASSOC	6/26/2020	4003784	010	$ 525.00
	6/30/2020	4003865	010	$ 535.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 1,060.00**
ALVAREZ CRISPIN AND	6/18/2020	4003659	010	$ 204.18
ALVAREZ CRISPIN AND Total				**$ 204.18**
AMAZON.COM LLC	6/4/2020	4003465	010	$ (151.92)
			060	$ 1,044.45
	6/11/2020	4003552	060	$ 629.13
AMAZON.COM LLC Total				**$ 1,521.66**
AMERICAN FIDELITY ASSURANCE	6/12/2020	4003604	010	$ 12,670.00
	6/30/2020	4003866	010	$ 7,345.00
AMERICAN FIDELITY ASSURANCE Total				**$ 20,015.00**
AMERICAN FIDELITY ASSURANCE CO	6/12/2020	4003605	010	$ 15,746.88
	6/30/2020	4003867	010	$ 15,631.31
AMERICAN FIDELITY ASSURANCE CO Total				**$ 31,378.19**

AP Check Register - Pivot Table Summary by Vendor
June 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMPLIFIED IT LLC	6/18/2020	4003651	010	$ 612.95
AMPLIFIED IT LLC Total				**$ 612.95**
ANUSHA SANDHYA SRIPRASAD	6/25/2020	4003777	010	$ 335.50
ANUSHA SANDHYA SRIPRASAD Total				**$ 335.50**
APPLE INC.	6/11/2020	4003553	010	$ 2,702.82
			060	$ 108.16
	6/18/2020	4003637	060	$ 9,755.85
		4003652	010	$ 4,488.83
			060	$ 42,624.78
	6/30/2020	4003793	010	$ 1,302.26
			060	$ 49,927.55
		4003831	010	$ 150.76
		4003838	010	$ 54.00
		4003877	060	$ 183.00
APPLE INC. Total				**$ 111,298.01**
ARCLITE INC	6/4/2020	4003473	050	$ 4,679.96
ARCLITE INC Total				**$ 4,679.96**
ARUESD - REVOLVING FUND	6/23/2020	4003694	010	$ 305.05
ARUESD - REVOLVING FUND Total				**$ 305.05**
ASSOCIATION OF CALIFORNIA	6/30/2020	4003868	010	$ 3,322.76
ASSOCIATION OF CALIFORNIA Total				**$ 3,322.76**
AT&T	6/25/2020	4003730	010	$ 4,148.45
		4003761	010	$ 515.03
		4003762	010	$ 80.25
AT&T Total				**$ 4,743.73**
B&H PHOTO-VIDEO	6/4/2020	4003497	060	$ 1,245.45
	6/11/2020	4003569	060	$ 563.73
B&H PHOTO-VIDEO Total				**$ 1,809.18**
BALCO HOLDINGS INC	6/4/2020	4003474	010	$ 11,418.22
	6/18/2020	4003611	010	$ 475.00
BALCO HOLDINGS INC Total				**$ 11,893.22**
BALLARD & TIGHE COMPANY	6/25/2020	4003734	010	$ 1,626.34
BALLARD & TIGHE COMPANY Total				**$ 1,626.34**
BARBARA CAMPBELL	6/30/2020	4003809	010	$ 222.78
BARBARA CAMPBELL Total				**$ 222.78**
BARNES AND NOBLE	6/4/2020	4003466	060	$ 1,515.95
	6/18/2020	4003660	060	$ 95.00
BARNES AND NOBLE Total				**$ 1,610.95**
BAUDVILLE	6/4/2020	4003467	010	$ 155.14
		4003498	010	$ 269.67
BAUDVILLE Total				**$ 424.81**
BAY AREA FLOOR MACHINE	6/11/2020	4003531	010	$ 614.52
	6/18/2020	4003612	010	$ 244.72
	6/25/2020	4003715	010	$ 207.47
		4003740	010	$ 353.33
	6/30/2020	4003794	010	$ 419.13
		4003816	010	$ 1,115.87

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
BAY AREA FLOOR MACHINE Total				$ 2,955.04
BECK, ALLEN VICTOR	6/30/2020	4003839	010	$ 204.18
BECK, ALLEN VICTOR Total				$ 204.18
BIRGITTE GHOSE	6/18/2020	4003653	080	$ 13.74
BIRGITTE GHOSE Total				$ 13.74
BOSCO CONSTRUCTION SERVICES	6/4/2020	4003475	050	$ 11,426.00
BOSCO CONSTRUCTION SERVICES Total				$ 11,426.00
CA ASSOCIATION OF DIRECTORS	6/18/2020	4003661	060	$ 250.00
CA ASSOCIATION OF DIRECTORS Total				$ 250.00
CALCAGNO, JASON	6/18/2020	4003662	010	$ 2,000.00
CALCAGNO, JASON Total				$ 2,000.00
CALIFORNIA LEAGUE OF SCHOOLS	6/11/2020	4003570	060	$ 960.00
CALIFORNIA LEAGUE OF SCHOOLS Total				$ 960.00
CALIFORNIA NEWSPAPERS	6/30/2020	4003817	130	$ 1,240.68
CALIFORNIA NEWSPAPERS Total				$ 1,240.68
CALIFORNIA SPORT DESIGN	6/4/2020	4003499	010	$ 1,491.77
CALIFORNIA SPORT DESIGN Total				$ 1,491.77
CALIFORNIA UNITED MECHANICAL,	6/18/2020	4003644	050	$ 763.30
	6/25/2020	4003699	050	$ 289.45
CALIFORNIA UNITED MECHANICAL, Total				$ 1,052.75
CAL-STEAM INC.	6/11/2020	4003532	050	$ 92.71
	6/18/2020	4003613	050	$ 317.61
	6/25/2020	4003698	050	$ 252.88
	6/30/2020	4003795	050	$ 336.30
		4003878	050	$ 59.10
CAL-STEAM INC. Total				$ 1,058.60
CANON FINANCIAL SERVICES INC.	6/4/2020	4003476	010	$ 71.01
	6/19/2020	4003671	010	$ 36.32
	6/25/2020	4003716	010	$ 494.93
			060	$ 316.84
		4003729	010	$ 9,870.41
			060	$ 1,828.96
			050	$ 737.43
			080	$ 340.85
			130	$ 175.89
	6/30/2020	4003850	010	$ 71.01
CANON FINANCIAL SERVICES INC. Total				$ 13,943.65
CAROLINA BIOLOGICAL SUPPLY	6/11/2020	4003571	010	$ 743.18
CAROLINA BIOLOGICAL SUPPLY Total				$ 743.18
CARRILLO SILVIA T.	6/26/2020	4003785	010	$ 79.23
CARRILLO SILVIA T. Total				$ 79.23
CATERPILLAR FINANCIAL	6/11/2020	4003533	010	$ 4,260.57
CATERPILLAR FINANCIAL Total				$ 4,260.57
CELLCO PARTNERSHIP	6/11/2020	4003562	010	$ 4,904.61
CELLCO PARTNERSHIP Total				$ 4,904.61
CINTAS CORPORATION	6/4/2020	4003477	010	$ 416.68
			050	$ 87.51

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CINTAS CORPORATION	6/11/2020	4003534	010	$ 416.68
			050	$ 107.91
	6/18/2020	4003614	010	$ 416.68
			050	$ 87.51
	6/25/2020	4003700	010	$ 416.68
			050	$ 87.51
		4003741	010	$ 416.68
			050	$ 87.51
	6/30/2020	4003851	010	$ 416.68
			050	$ 87.51
CINTAS CORPORATION Total				**$ 3,045.54**
CITIZEN SCHOOLS	6/11/2020	4003563	060	$ 159,826.76
CITIZEN SCHOOLS Total				**$ 159,826.76**
CITY OF SAN JOSE	6/25/2020	4003717	060	$ 30,636.33
CITY OF SAN JOSE Total				**$ 30,636.33**
CITY OF SAN JOSE FIRE DEPT	6/11/2020	4003582	050	$ 200.00
CITY OF SAN JOSE FIRE DEPT Total				**$ 200.00**
CITY YEAR INC.	6/11/2020	4003564	010	$ 171,666.55
			060	$ 448,469.93
CITY YEAR INC. Total				**$ 620,136.48**
CROWE LLP	6/30/2020	4003790	010	$ 30,250.00
			210	$ 7,000.00
CROWE LLP Total				**$ 37,250.00**
CROWN CASTLE INTERNATIONAL	6/11/2020	4003572	010	$ 2,458.46
CROWN CASTLE INTERNATIONAL Total				**$ 2,458.46**
CSEA VICTORY CLUB	6/30/2020	4003869	010	$ 51.00
CSEA VICTORY CLUB Total				**$ 51.00**
DANNY SANCHEZ	6/4/2020	4003478	060	$ 3,000.00
		4003507	010	$ 1,500.00
	6/11/2020	4003525	010	$ 500.00
			060	$ 2,500.00
	6/25/2020	4003718	060	$ 1,300.00
		4003742	010	$ 500.00
			060	$ 5,000.00
DANNY SANCHEZ Total				**$ 14,300.00**
DAOCONG, QUOI	6/18/2020	4003663	010	$ 204.18
DAOCONG, QUOI Total				**$ 204.18**
DELTA DENTAL	6/11/2020	4003599	670	$ 808.96
DELTA DENTAL Total				**$ 808.96**
DEVINE, ERIN	6/18/2020	4003638	080	$ 49.50
DEVINE, ERIN Total				**$ 49.50**
DO, DUNG	6/4/2020	4003515	010	$ 204.18
DO, DUNG Total				**$ 204.18**
DO, SAN DINH	6/18/2020	4003664	010	$ 197.60
DO, SAN DINH Total				**$ 197.60**
E.L. ACHIEVE INC.	6/11/2020	4003554	060	$ 1,550.26
E.L. ACHIEVE INC. Total				**$ 1,550.26**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
EAST BAY RESTAURANT SUPPLY INC	6/4/2020	4003479	130	$ 23,129.41
	6/11/2020	4003583	130	$ 14,184.64
EAST BAY RESTAURANT SUPPLY INC Total				**$ 37,314.05**
ECHEVERRIA, YERANIA	6/25/2020	4003778	010	$ 8.98
ECHEVERRIA, YERANIA Total				**$ 8.98**
EDGES ELECTRICAL GROUP LLC	6/25/2020	4003701	050	$ 2,425.73
	6/30/2020	4003796	050	$ 29.38
EDGES ELECTRICAL GROUP LLC Total				**$ 2,455.11**
EINSTEIN NOAH RESTAURANT	6/4/2020	4003455	010	$ 257.20
	6/11/2020	4003584	010	$ 352.26
	6/19/2020	4003672	010	$ 171.12
EINSTEIN NOAH RESTAURANT Total				**$ 780.58**
ENVIRONMENTAL SYSTEMS INC	6/30/2020	4003830	050	$ 32,243.96
		4003832	050	$ 3,259.85
		4003852	050	$ 605.57
ENVIRONMENTAL SYSTEMS INC Total				**$ 36,109.38**
ERIKA LYNN GRANT	6/26/2020	4003786	010	$ 113.62
ERIKA LYNN GRANT Total				**$ 113.62**
ERIKA ZEPEDA CAMPOS	6/26/2020	4003787	130	$ 196.09
ERIKA ZEPEDA CAMPOS Total				**$ 196.09**
ESTHER B. CLARK SCHOOL AT	6/25/2020	4003735	080	$ 7,179.72
ESTHER B. CLARK SCHOOL AT Total				**$ 7,179.72**
EVALUMETRICS INC.	6/11/2020	4003573	010	$ 552.16
EVALUMETRICS INC. Total				**$ 552.16**
FEDERAL EXPRESS	6/4/2020	4003468	010	$ 58.03
	6/30/2020	4003818	010	$ 27.53
FEDERAL EXPRESS Total				**$ 85.56**
FIRST BOOK	6/25/2020	4003763	060	$ 648.59
	6/30/2020	4003819	060	$ 1,493.87
FIRST BOOK Total				**$ 2,142.46**
FLORENCE MARIE SUL	6/25/2020	4003719	080	$ 42.99
FLORENCE MARIE SUL Total				**$ 42.99**
FOLEY & SONS INC	6/30/2020	4003833	010	$ 12.56
			060	$ 12.56
FOLEY & SONS INC Total				**$ 25.12**
FOSTER DAIRY FARMS	6/18/2020	4003645	130	$ 27,435.87
FOSTER DAIRY FARMS Total				**$ 27,435.87**
FRANKLIN-MCKINLEY SCHOOL	6/11/2020	4003555	060	$ 649.20
FRANKLIN-MCKINLEY SCHOOL Total				**$ 649.20**
FRIGA, AYLA	6/18/2020	4003665	080	$ 223.89
FRIGA, AYLA Total				**$ 223.89**
GARDA CL WEST	6/11/2020	4003585	130	$ 117.78
GARDA CL WEST Total				**$ 117.78**
GEINAH LIM NIERRA	6/19/2020	4003679	080	$ 50.60
GEINAH LIM NIERRA Total				**$ 50.60**
GEORGE WILLIAM KLEIDON	6/26/2020	4003788	010	$ 169.45
GEORGE WILLIAM KLEIDON Total				**$ 169.45**

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GOLD STAR FOODS	6/11/2020	4003586	130	$ 348,742.88
GOLD STAR FOODS Total				**$ 348,742.88**
GONZALEZ, TERESA A	6/30/2020	4003840	010	$ 300.00
GONZALEZ, TERESA A Total				**$ 300.00**
GORDON & REES LLP.	6/11/2020	4003574	010	$ 583.00
GORDON & REES LLP. Total				**$ 583.00**
GREENESPORT ASSOCIATION	6/25/2020	4003764	060	$ 1,980.00
GREENESPORT ASSOCIATION Total				**$ 1,980.00**
HAPPY NUMBERS INC	6/4/2020	4003469	060	$ 699.00
HAPPY NUMBERS INC Total				**$ 699.00**
HAZEL DELA CRUZ	6/11/2020	4003575	080	$ 34.50
HAZEL DELA CRUZ Total				**$ 34.50**
HOLT, JAMIE	6/18/2020	4003666	010	$ 2,000.00
HOLT, JAMIE Total				**$ 2,000.00**
HOME DEPOT U.S.A. INC.	6/4/2020	4003456	060	$ 133.70
	6/11/2020	4003535	050	$ 65.03
	6/18/2020	4003615	050	$ 1,140.89
		4003616	010	$ 313.00
		4003631	010	$ 185.70
		4003632	010	$ 2,612.47
		4003633	010	$ 8,102.36
		4003635	010	$ 8,331.18
	6/25/2020	4003702	010	$ 3,591.34
		4003743	010	$ 48.90
		4003766	010	$ 48.90
	6/30/2020	4003797	010	$ 227.94
			050	$ 1,949.79
		4003798	010	$ 833.18
		4003820	010	$ 3,961.89
		4003841	050	$ 676.32
		4003853	010	$ 574.85
			050	$ 70.18
		4003879	010	$ 4,948.03
HOME DEPOT U.S.A. INC. Total				**$ 37,815.65**
HORIZON DISTRIBUTORS INC	6/25/2020	4003703	050	$ 168.54
		4003744	050	$ 169.82
	6/30/2020	4003799	050	$ 2,112.38
HORIZON DISTRIBUTORS INC Total				**$ 2,450.74**
ICONIX WATERWORKS (US) INC.	6/25/2020	4003704	050	$ 1,721.89
ICONIX WATERWORKS (US) INC. Total				**$ 1,721.89**
IDN INC	6/25/2020	4003745	050	$ 139.49
IDN INC Total				**$ 139.49**
IMEE ALMAZAN	6/26/2020	4003789	010	$ 202.62
IMEE ALMAZAN Total				**$ 202.62**
INTERNAL REVENUE SERVICE	6/30/2020	4003870	010	$ 500.00
INTERNAL REVENUE SERVICE Total				**$ 500.00**
IT MANAGEMENT CORPORATION	6/4/2020	4003516	010	$ 2,988.72

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
IT MANAGEMENT CORPORATION	6/11/2020	4003556	010	$ 9,539.53
			060	$ 27,466.78
		4003576	010	$ 1,905.50
			060	$ 1,376.07
	6/25/2020	4003736	010	$ 2,308.84
	6/30/2020	4003803	060	$ 1,102.63
IT MANAGEMENT CORPORATION Total				**$ 46,688.07**
ITSAVVY LLC	6/4/2020	4003470	060	$ 2,467.98
	6/11/2020	4003557	010	$ 1,789.01
			060	$ 1,777.05
	6/30/2020	4003804	060	$ 2,831.10
ITSAVVY LLC Total				**$ 8,865.14**
J.W. PEPPER & SON INC.	6/11/2020	4003558	010	$ 227.91
J.W. PEPPER & SON INC. Total				**$ 227.91**
JEANS PALACE INC.	6/30/2020	4003821	060	$ 434.64
JEANS PALACE INC. Total				**$ 434.64**
JESSE M SERNA	6/18/2020	4003667	010	$ 7,956.00
	6/30/2020	4003822	010	$ 5,832.00
JESSE M SERNA Total				**$ 13,788.00**
JESUS L ARAUJO JR	6/4/2020	4003517	010	$ 325.56
	6/30/2020	4003810	010	$ 161.00
JESUS L ARAUJO JR Total				**$ 486.56**
JET MULCH INC	6/4/2020	4003480	050	$ 2,906.38
	6/18/2020	4003617	050	$ 5,105.80
	6/25/2020	4003705	050	$ 8,012.18
JET MULCH INC Total				**$ 16,024.36**
JONES SCHOOL SUPPLY CO. INC.	6/4/2020	4003471	010	$ 8.26
JONES SCHOOL SUPPLY CO. INC. Total				**$ 8.26**
JOSE VALDES MATH FOUNDATION	6/11/2020	4003526	010	$ 41,500.00
JOSE VALDES MATH FOUNDATION Total				**$ 41,500.00**
JULIE MARIE WAGNER	6/19/2020	4003680	080	$ 129.23
JULIE MARIE WAGNER Total				**$ 129.23**
KAISER	6/4/2020	4003500	670	$ 302.00
	6/11/2020	4003600	670	$ 197,072.90
KAISER Total				**$ 197,374.90**
KAISER PERMANENTE	6/4/2020	4003501	670	$ 412.66
KAISER PERMANENTE Total				**$ 412.66**
KAMINSKAS, BRIAN S. AND DEBRA	6/4/2020	4003518	010	$ 401.78
KAMINSKAS, BRIAN S. AND DEBRA Total				**$ 401.78**
KATARAINA RANGIMARIA CARRASCO	6/25/2020	4003779	010	$ 77.90
KATARAINA RANGIMARIA CARRASCO Total				**$ 77.90**
KEENAN & ASSOCIATES	6/11/2020	4003601	670	$ 116,589.00
	6/24/2020	4003695	010	$ 31,716.00
KEENAN & ASSOCIATES Total				**$ 148,305.00**
KELLY-MOORE PAINT COMPANY INC.	6/4/2020	4003481	050	$ 307.90
	6/25/2020	4003706	050	$ 249.03
	6/30/2020	4003842	050	$ 1,161.62

Vendor Name	Date	Warrant #	Fund	Sum of Amount
KELLY-MOORE PAINT COMPANY INC. Total				$ 1,718.55
KEVIN DAVID WEBSTER	6/19/2020	4003681	080	$ 44.28
KEVIN DAVID WEBSTER Total				$ 44.28
KHAI Q. TRAN	6/11/2020	4003536	050	$ 10,890.00
		4003587	050	$ 1,140.00
	6/19/2020	4003673	050	$ 3,660.00
KHAI Q. TRAN Total				$ 15,690.00
KIMI JOY HIROSHIMA	6/4/2020	4003502	010	$ 209.78
KIMI JOY HIROSHIMA Total				$ 209.78
KIPP HEARTWOOD ACADEMY	6/11/2020	4003544	010	$ 64,878.00
KIPP HEARTWOOD ACADEMY Total				$ 64,878.00
KIPP PRIZE PREPARATORY ACADEMY	6/11/2020	4003545	010	$ 64,859.00
KIPP PRIZE PREPARATORY ACADEMY Total				$ 64,859.00
KIWICO	6/30/2020	4003805	060	$ 2,168.23
KIWICO Total				$ 2,168.23
KRISTIN ANN BURT	6/30/2020	4003811	010	$ 179.63
		4003854	010	$ 358.96
KRISTIN ANN BURT Total				$ 538.59
KUMAR, YELLESHPUR ARUN	6/25/2020	4003737	010	$ 204.18
KUMAR, YELLESHPUR ARUN Total				$ 204.18
LAKESHORE EQUIPMENT COMPANY	6/4/2020	4003472	060	$ 363.15
		4003503	010	$ 799.74
	6/11/2020	4003559	010	$ 207.53
	6/18/2020	4003654	010	$ 508.25
	6/30/2020	4003806	010	$ 137.98
LAKESHORE EQUIPMENT COMPANY Total				$ 2,016.65
LANGUAGE PEOPLE	6/30/2020	4003823	010	$ 827.10
LANGUAGE PEOPLE Total				$ 827.10
LATINO FILM INSTITUTE	6/18/2020	4003639	010	$ 25,996.88
		4003668	010	$ 21,564.00
LATINO FILM INSTITUTE Total				$ 47,560.88
LDP INC	6/11/2020	4003577	060	$ 468.63
LDP INC Total				$ 468.63
LEARNING RESOURCES INC.	6/25/2020	4003765	060	$ 1,668.74
LEARNING RESOURCES INC. Total				$ 1,668.74
LEROY HAYNES CTR FOR CHILDREN	6/18/2020	4003655	080	$ 500.00
LEROY HAYNES CTR FOR CHILDREN Total				$ 500.00
LET'S TRAVEL	6/11/2020	4003578	010	$ 796.77
			060	$ 1,004.88
	6/18/2020	4003640	010	$ 1,168.23
			060	$ 1,205.20
LET'S TRAVEL Total				$ 4,175.08
LINDA LOPEZ CHAVEZ	6/18/2020	4003669	010	$ 115.81
	6/30/2020	4003855	010	$ 166.83
LINDA LOPEZ CHAVEZ Total				$ 282.64
LITTLE HEROES INC.	6/18/2020	4003641	010	$ 4,600.00
			060	$ 5,100.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LITTLE HEROES INC. Total			$	**9,700.00**
LOWES COMPANIES INC.	6/11/2020	4003537	050	$ 644.00
	6/18/2020	4003618	050	$ 209.85
	6/25/2020	4003707	050	$ 1,236.11
	6/30/2020	4003800	050	$ 1,811.10
		4003856	050	$ 310.52
LOWES COMPANIES INC. Total			$	**4,211.58**
LOZANO SMITH LLP	6/19/2020	4003682	010	$ 6.50
			060	$ 1,886.50
			080	$ 7,349.50
	6/25/2020	4003720	080	$ 6,671.50
LOZANO SMITH LLP Total			$	**15,914.00**
LUO, XIAO AND WU, XIWEI	6/25/2020	4003738	010	$ 204.18
LUO, XIAO AND WU, XIWEI Total			$	**204.18**
MARIBEL CARRILLO	6/4/2020	4003504	010	$ 84.37
MARIBEL CARRILLO Total			$	**84.37**
MARIE C. MCENTEE	6/30/2020	4003824	060	$ 1,600.00
MARIE C. MCENTEE Total			$	**1,600.00**
MARINE SCIENCE INSTITUTE	6/11/2020	4003527	010	$ 234.00
MARINE SCIENCE INSTITUTE Total			$	**234.00**
MAXIM HEALTHCARE	6/11/2020	4003546	080	$ 7,507.50
	6/25/2020	4003746	080	$ 15,470.00
MAXIM HEALTHCARE Total			$	**22,977.50**
MCARTHUR & LEVIN LLP	6/11/2020	4003547	080	$ 342.50
	6/25/2020	4003747	080	$ 617.50
MCARTHUR & LEVIN LLP Total			$	**960.00**
MCKINLEY ELEVATOR CORPORATION	6/30/2020	4003880	050	$ 600.00
MCKINLEY ELEVATOR CORPORATION Total			$	**600.00**
MICHAEL'S TRANSPORTATION	6/30/2020	4003825	010	$ 2,034.50
		4003857	010	$ 1,050.00
MICHAEL'S TRANSPORTATION Total			$	**3,084.50**
MID AMERICA ADMINISTRATION	6/10/2020	4003522	010	$ 4,715.24
	6/30/2020	4003871	010	$ 2,552.48
MID AMERICA ADMINISTRATION Total			$	**7,267.72**
MIKES SHY NON SHIRTS INC.	6/4/2020	4003457	010	$ 2,783.42
MIKES SHY NON SHIRTS INC. Total			$	**2,783.42**
MIN, MAUNG MYO & FRANK M &	6/30/2020	4003812	010	$ 204.18
MIN, MAUNG MYO & FRANK M & Total			$	**204.18**
MOTTER'S MUSIC HOUSE INC	6/30/2020	4003826	010	$ 172.70
MOTTER'S MUSIC HOUSE INC Total			$	**172.70**
MUS VIL INC.	6/4/2020	4003458	010	$ 10,199.58
	6/25/2020	4003721	010	$ 14,817.34
MUS VIL INC. Total			$	**25,016.92**
MUSEUM OF SCIENCE	6/11/2020	4003560	010	$ 515.57
MUSEUM OF SCIENCE Total			$	**515.57**
MUSICIAN'S FRIEND, INC.	6/19/2020	4003683	010	$ 273.10
	6/25/2020	4003722	010	$ 451.19

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MUSICIAN'S FRIEND, INC. Total				**$ 724.29**
NESTLE WATERS NORTH AMERICA	6/4/2020	4003508	010	$ 37.69
	6/19/2020	4003674	010	$ 553.41
			050	$ 52.79
	6/30/2020	4003791	010	$ 62.14
NESTLE WATERS NORTH AMERICA Total				**$ 706.03**
NEW TEACHER CENTER	6/18/2020	4003646	060	$ 1,650.00
NEW TEACHER CENTER Total				**$ 1,650.00**
NEXTEL OF CALIFORNIA INC.	6/11/2020	4003565	010	$ 2,335.88
NEXTEL OF CALIFORNIA INC. Total				**$ 2,335.88**
NORCAL TRUCK LEASING INC	6/4/2020	4003482	010	$ 670.00
	6/11/2020	4003588	010	$ 755.28
	6/19/2020	4003684	010	$ 1,340.00
	6/30/2020	4003834	010	$ 670.00
NORCAL TRUCK LEASING INC Total				**$ 3,435.28**
NORMA P FLORES	6/4/2020	4003519	060	$ 168.14
NORMA P FLORES Total				**$ 168.14**
OFFICE DEPOT	6/4/2020	4003463	010	$ 7,335.96
			060	$ 997.02
	6/11/2020	4003524	010	$ 5,851.11
			060	$ 1,742.65
			050	$ 10.26
			130	$ 148.67
	6/18/2020	4003634	010	$ 6,578.40
			060	$ 1,700.83
		4003636	010	$ 5,526.55
			050	$ 356.17
	6/25/2020	4003754	010	$ 2,709.85
		4003755	010	$ 1,346.88
		4003756	010	$ 458.74
			060	$ 1,195.79
		4003757	010	$ 4,535.77
		4003758	010	$ 4,825.00
		4003759	010	$ 1,230.07
		4003760	010	$ 528.70
			060	$ 294.88
			670	$ 198.12
			130	$ 49.11
		4003772	010	$ 254.79
			060	$ 2,126.50
		4003773	010	$ 1,291.77
			060	$ 374.61
		4003774	010	$ 706.69
			060	$ 226.57
		4003775	010	$ 1,750.59
		4003776	010	$ 1,132.25
		4003782	010	$ 2,710.22

AP Check Register - Pivot Table Summary by Vendor
June 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	44007	4003783	010	$ 5,395.49
			060	$ 152.91
	6/30/2020	4003807	010	$ 2,082.87
		4003808	010	$ 540.76
			060	$ 94.83
		4003837	010	$ 1,664.27
			060	$ 947.64
		4003843	010	$ 702.41
		4003858	010	$ 37.11
OFFICE DEPOT Total				**$ 69,812.81**
ONE STONE APPAREL INC.	6/19/2020	4003685	010	$ 352.34
	6/25/2020	4003767	060	$ 1,061.91
	6/30/2020	4003801	010	$ 506.75
		4003827	010	$ 1,865.70
		4003835	010	$ 572.00
ONE STONE APPAREL INC. Total				**$ 4,358.70**
O'REILLY AUTOMOTIVE STORES INC	6/4/2020	4003483	010	$ 99.37
O'REILLY AUTOMOTIVE STORES INC Total				**$ 99.37**
ORLANDI TRAILER	6/30/2020	4003844	050	$ 428.64
ORLANDI TRAILER Total				**$ 428.64**
ORTON GILLINGHAM ONLINE	6/30/2020	4003881	060	$ 595.00
ORTON GILLINGHAM ONLINE Total				**$ 595.00**
P & R PAPER SUPPLY COMPANY	6/11/2020	4003589	130	$ 2,524.80
P & R PAPER SUPPLY COMPANY Total				**$ 2,524.80**
PACIFIC EDUCATORS INC.	6/12/2020	4003606	010	$ 91.98
	6/30/2020	4003872	010	$ 6.60
PACIFIC EDUCATORS INC. Total				**$ 98.58**
PARTRIDGE CONSULTING INC.	6/18/2020	4003647	080	$ 5,500.00
	6/25/2020	4003748	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				**$ 11,000.00**
PEI-NEI LEE	6/4/2020	4003520	080	$ 99.00
PEI-NEI LEE Total				**$ 99.00**
PETTY CASH	6/3/2020	4003454	130	$ 370.54
PETTY CASH Total				**$ 370.54**
PG&E	6/4/2020	4003505	010	$ 50.47
	6/11/2020	4003579	010	$ 99,142.62
PG&E Total				**$ 99,193.09**
PHAM, THU DANG AND	6/4/2020	4003509	010	$ 401.78
PHAM, THU DANG AND Total				**$ 401.78**
PITSCO INC.	6/25/2020	4003708	060	$ 1,566.66
PITSCO INC. Total				**$ 1,566.66**
POSITIVE PROMOTIONS INC	6/4/2020	4003484	010	$ 3,192.35
	6/25/2020	4003768	010	$ 392.50
POSITIVE PROMOTIONS INC Total				**$ 3,584.85**
POWERS, KAAREN D.	6/4/2020	4003510	010	$ 401.78
POWERS, KAAREN D. Total				**$ 401.78**
PRE-PAID LEGAL SERVICES INC.	6/12/2020	4003607	010	$ 89.70

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PRE-PAID LEGAL SERVICES INC.	6/30/2020	4003873	010	$ 188.30
PRE-PAID LEGAL SERVICES INC. Total				**$ 278.00**
QUADIENT FINANCE USA, INC.	6/11/2020	4003598	060	$ 10,100.00
	6/30/2020	4003882	060	$ 14,948.00
QUADIENT FINANCE USA, INC. Total				**$ 25,048.00**
QUADIENT, INC.	6/11/2020	4003590	010	$ 315.62
QUADIENT, INC. Total				**$ 315.62**
QUICK LIGHT RECYCLING LLC	6/11/2020	4003538	050	$ 1,092.33
	6/30/2020	4003859	050	$ 130.05
QUICK LIGHT RECYCLING LLC Total				**$ 1,222.38**
R & R REFRIGERATION & AIR	6/30/2020	4003836	130	$ 1,574.69
R & R REFRIGERATION & AIR Total				**$ 1,574.69**
RAISING A READER	6/11/2020	4003591	010	$ 4,588.50
RAISING A READER Total				**$ 4,588.50**
RECOLOGY SOUTH BAY	6/12/2020	4003602	010	$ 11,581.21
	6/18/2020	4003619	010	$ 835.56
RECOLOGY SOUTH BAY Total				**$ 12,416.77**
REHON & ROBERTS	6/11/2020	4003592	010	$ 16,525.00
			210	$ 7,550.00
	6/30/2020	4003792	010	$ 23,735.13
			210	$ 6,062.50
REHON & ROBERTS Total				**$ 53,872.63**
REILLY BEHAVIORAL &	6/30/2020	4003883	080	$ 12,450.00
REILLY BEHAVIORAL & Total				**$ 12,450.00**
RESOURCE SOLUTION OF SF GROUP	6/30/2020	4003845	060	$ 6,772.99
RESOURCE SOLUTION OF SF GROUP Total				**$ 6,772.99**
RICK DELONG	6/11/2020	4003539	010	$ 2,210.00
	6/25/2020	4003709	010	$ 3,915.00
		4003749	010	$ 890.00
	6/30/2020	4003884	010	$ 4,420.00
RICK DELONG Total				**$ 11,435.00**
RMC A RAY MORGAN COMPANY	6/18/2020	4003620	010	$ 264.51
			060	$ 54.15
	6/30/2020	4003885	060	$ 109.00
RMC A RAY MORGAN COMPANY Total				**$ 427.66**
ROCKETSHIP FUERZA	6/11/2020	4003548	010	$ 92,537.00
ROCKETSHIP FUERZA Total				**$ 92,537.00**
ROCKETSHIP SI SE PUEDE	6/11/2020	4003549	010	$ 50,628.00
ROCKETSHIP SI SE PUEDE Total				**$ 50,628.00**
RODRIGUEZ, HENRY NED	6/30/2020	4003846	010	$ 204.18
RODRIGUEZ, HENRY NED Total				**$ 204.18**
ROSELLE GILDORE ANDACA	6/4/2020	4003521	060	$ 45.35
	6/11/2020	4003580	080	$ 43.88
ROSELLE GILDORE ANDACA Total				**$ 89.23**
ROUND TABLE PIZZA	6/4/2020	4003485	060	$ 111.40
ROUND TABLE PIZZA Total				**$ 111.40**
RUSSELL SIGLER INC.	6/30/2020	4003847	050	$ 2,038.58

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RUSSELL SIGLER INC. Total				$ **2,038.58**
S&S WORLDWIDE INC	6/4/2020	4003459	010	$ 23.62
S&S WORLDWIDE INC Total				$ **23.62**
SAN JOSE BOILER WORKS	6/11/2020	4003593	050	$ 429.00
SAN JOSE BOILER WORKS Total				$ **429.00**
SAN JOSE WATER COMPANY	6/12/2020	4003603	010	$ 23,262.48
SAN JOSE WATER COMPANY Total				$ **23,262.48**
SANDRA SARMIENTO	6/30/2020	4003813	060	$ 390.93
SANDRA SARMIENTO Total				$ **390.93**
SANTA CLARA COUNTY SHERIFF DPT	6/10/2020	4003523	010	$ 264.90
SANTA CLARA COUNTY SHERIFF DPT Total				$ **264.90**
SANTA CRUZ COUNTY OFFICE OF	6/30/2020	4003886	010	$ 110,200.00
SANTA CRUZ COUNTY OFFICE OF Total				$ **110,200.00**
SAVE MART SUPERMARKETS	6/18/2020	4003648	010	$ 239.97
SAVE MART SUPERMARKETS Total				$ **239.97**
SC FUELS	6/4/2020	4003486	010	$ 25.76
SC FUELS Total				$ **25.76**
SCHOLASTIC INC.	6/4/2020	4003487	060	$ 5,667.21
	6/11/2020	4003528	060	$ 3,299.44
		4003540	060	$ 3,322.32
		4003550	010	$ 59.95
			060	$ 2,381.66
		4003594	060	$ 621.29
	6/18/2020	4003621	010	$ 116.17
			060	$ 18,212.21
	6/19/2020	4003675	060	$ 86.10
	6/25/2020	4003769	010	$ 21.69
			060	$ 53.57
	6/30/2020	4003848	010	$ 654.63
			060	$ 4,433.28
SCHOLASTIC INC. Total				$ **38,929.52**
SCHOOL DATEBOOKS	6/30/2020	4003887	010	$ 1,725.95
SCHOOL DATEBOOKS Total				$ **1,725.95**
SCHOOL NURSE SUPPLY INC.	6/25/2020	4003710	010	$ 1,545.89
SCHOOL NURSE SUPPLY INC. Total				$ **1,545.89**
SCHOOL SERVICES OF CALIFORNIA	6/4/2020	4003488	010	$ 325.00
	6/18/2020	4003649	010	$ 325.00
SCHOOL SERVICES OF CALIFORNIA Total				$ **650.00**
SCHOOL SPECIALTY	6/4/2020	4003460	010	$ 57.98
	6/18/2020	4003622	010	$ 20.84
SCHOOL SPECIALTY Total				$ **78.82**
SCHROEDER REGUINDIN, DEBRA	6/25/2020	4003780	010	$ 236.52
SCHROEDER REGUINDIN, DEBRA Total				$ **236.52**
SECURITY CONTRACTOR SERVICES	6/18/2020	4003623	050	$ 84.38
SECURITY CONTRACTOR SERVICES Total				$ **84.38**
SELF INSURED SCHOOLS OF	6/19/2020	4003693	670	$ 843,983.00
SELF INSURED SCHOOLS OF Total				$ **843,983.00**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SEVERIN INTERMEDIATE HOLDINGS	6/11/2020	4003529	010	$ 43,923.66
SEVERIN INTERMEDIATE HOLDINGS Total				**$ 43,923.66**
SHALLY L TIET	6/4/2020	4003489	010	$ 74.51
SHALLY L TIET Total				**$ 74.51**
SHARP ELECTRONICS CORPORATION	6/4/2020	4003490	060	$ 216.69
		4003511	010	$ 226.62
			060	$ 370.35
	6/18/2020	4003624	010	$ 113.31
			060	$ 585.08
SHARP ELECTRONICS CORPORATION Total				**$ 1,512.05**
SHAYLYN NORENE ORDAZ	6/30/2020	4003860	010	$ 18.41
SHAYLYN NORENE ORDAZ Total				**$ 18.41**
SHERI DIANE LINHARES	6/18/2020	4003670	080	$ 200.00
SHERI DIANE LINHARES Total				**$ 200.00**
SILICON VALLEY EDUCATION	6/19/2020	4003676	060	$ 625.00
SILICON VALLEY EDUCATION Total				**$ 625.00**
SOLUTION TREE INC	6/4/2020	4003461	060	$ 842.32
SOLUTION TREE INC Total				**$ 842.32**
SOUTHERN COUNTIES OIL COMPANY	6/19/2020	4003686	010	$ 53.98
SOUTHERN COUNTIES OIL COMPANY Total				**$ 53.98**
SPECTRUM CENTER INC.	6/25/2020	4003723	080	$ 10,410.84
SPECTRUM CENTER INC. Total				**$ 10,410.84**
SPURR	6/18/2020	4003656	010	$ 4,298.59
SPURR Total				**$ 4,298.59**
STANDARD INSURANCE CO.	6/12/2020	4003608	010	$ 17,387.24
STANDARD INSURANCE CO. Total				**$ 17,387.24**
STATE DISBURSEMENT UNIT	6/12/2020	4003609	010	$ 95.00
	6/30/2020	4003874	010	$ 899.00
STATE DISBURSEMENT UNIT Total				**$ 994.00**
STATE OF CALIFORNIA	6/30/2020	4003875	010	$ 2,014.30
STATE OF CALIFORNIA Total				**$ 2,014.30**
STEVEN WAYNE DOTY	6/18/2020	4003625	050	$ 653.82
STEVEN WAYNE DOTY Total				**$ 653.82**
SU, DEBORAH KYIN MYINT	6/25/2020	4003724	010	$ 204.18
SU, DEBORAH KYIN MYINT Total				**$ 204.18**
SWIVL INC.	6/18/2020	4003626	060	$ 14,866.87
SWIVL INC. Total				**$ 14,866.87**
SYLVIA LOPEZ	6/11/2020	4003581	010	$ 190.42
SYLVIA LOPEZ Total				**$ 190.42**
SYSCO SAN FRANCISCO INC.	6/19/2020	4003687	130	$ 20,539.56
SYSCO SAN FRANCISCO INC. Total				**$ 20,539.56**
TANU KOHLI	6/30/2020	4003814	060	$ 346.61
TANU KOHLI Total				**$ 346.61**
TANYA KARINA GUERRERO	6/18/2020	4003657	080	$ 14.50
TANYA KARINA GUERRERO Total				**$ 14.50**
TCF NATIONAL BANK	6/11/2020	4003595	010	$ 14,851.00
TCF NATIONAL BANK Total				**$ 14,851.00**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TEACHER SYNERGY LLC	6/30/2020	4003802	060	$ 706.11
TEACHER SYNERGY LLC Total				**$ 706.11**
TEAMSTERS LOCAL #150	6/30/2020	4003876	010	$ 10,511.00
TEAMSTERS LOCAL #150 Total				**$ 10,511.00**
TEAMSTERS MANAGED TRUST FUNDS	6/4/2020	4003506	670	$ 230,292.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 230,292.00**
TEXAS LIFE INSURANCE	6/12/2020	4003610	010	$ 3,491.68
TEXAS LIFE INSURANCE Total				**$ 3,491.68**
THE DBQ COMPANY	6/30/2020	4003828	010	$ 795.00
THE DBQ COMPANY Total				**$ 795.00**
THE MARKERBOARD PEOPLE	6/4/2020	4003512	010	$ 643.00
THE MARKERBOARD PEOPLE Total				**$ 643.00**
THE PROPHET CORPORATION	6/11/2020	4003561	060	$ 512.24
	6/18/2020	4003642	010	$ 926.40
			060	$ 740.21
	6/25/2020	4003739	010	$ 1,264.48
THE PROPHET CORPORATION Total				**$ 3,443.33**
THE READING WAREHOUSE	6/4/2020	4003513	010	$ 2,857.90
THE READING WAREHOUSE Total				**$ 2,857.90**
THINK TOGETHER	6/11/2020	4003566	010	$ 101,711.60
	6/19/2020	4003688	060	$ 86,023.10
THINK TOGETHER Total				**$ 187,734.70**
TIME CLOCK SALES & SERVICE CO	6/18/2020	4003627	010	$ 123.79
TIME CLOCK SALES & SERVICE CO Total				**$ 123.79**
TURF AND INDUSTRIAL EQUIPMENT	6/4/2020	4003491	050	$ 361.36
TURF AND INDUSTRIAL EQUIPMENT Total				**$ 361.36**
TURF STAR	6/4/2020	4003492	050	$ 373.51
TURF STAR Total				**$ 373.51**
TUTORWORKS INC.	6/4/2020	4003493	060	$ 55,130.24
	6/19/2020	4003689	060	$ 11,201.08
	6/25/2020	4003725	060	$ 21,285.08
TUTORWORKS INC. Total				**$ 87,616.40**
TXL HOLDING CORPORATION	6/4/2020	4003462	010	$ 1,500.30
			060	$ 4,618.98
		4003494	010	$ 2,289.56
			060	$ 1,079.40
		4003514	060	$ 120.92
	6/11/2020	4003530	060	$ 1,760.59
	6/18/2020	4003628	010	$ 375.52
	6/19/2020	4003677	010	$ 197.76
		4003690	010	$ 485.08
	6/25/2020	4003711	010	$ 1,199.57
		4003770	010	$ 529.98
	6/30/2020	4003849	010	$ 1,852.26
		4003861	010	$ 2,135.06
TXL HOLDING CORPORATION Total				**$ 18,144.98**
U.S. BANK	6/11/2020	4003596	210	$ 2,450.00

AP Check Register - Pivot Table Summary by Vendor
June 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
U.S. BANK	6/18/2020	4003658	010	$ 426.57
			060	$ 2,624.38
			080	$ 2,250.00
U.S. BANK Total				**$ 7,750.95**
ULINE INC	6/25/2020	4003712	010	$ 1,302.30
ULINE INC Total				**$ 1,302.30**
UNITED OF OMAHA	6/24/2020	4003696	010	$ 634,306.00
UNITED OF OMAHA Total				**$ 634,306.00**
UNITED PARCEL SERVICE	6/19/2020	4003691	010	$ 155.00
UNITED PARCEL SERVICE Total				**$ 155.00**
UNITED REFRIGERATION INC.	6/18/2020	4003629	050	$ 49.76
	6/25/2020	4003713	050	$ 73.35
		4003750	050	$ 246.27
UNITED REFRIGERATION INC. Total				**$ 369.38**
UNITED STATES POSTAL SERVICE	6/19/2020	4003692	010	$ 10,000.00
UNITED STATES POSTAL SERVICE Total				**$ 10,000.00**
UPON THE ROCK, INC.	6/25/2020	4003751	060	$ 150.50
UPON THE ROCK, INC. Total				**$ 150.50**
VISION SERVICE PLAN	6/25/2020	4003771	670	$ 12,368.81
VISION SERVICE PLAN Total				**$ 12,368.81**
VISTA CENTER FOR THE BLIND &	6/11/2020	4003597	080	$ 1,935.00
	6/25/2020	4003726	080	$ 360.00
VISTA CENTER FOR THE BLIND & Total				**$ 2,295.00**
VOLER STRATEGIC ADVISORS	6/25/2020	4003727	010	$ 6,800.00
VOLER STRATEGIC ADVISORS Total				**$ 6,800.00**
W.W. GRAINGER INC.	6/4/2020	4003495	050	$ 527.13
	6/25/2020	4003752	050	$ 245.27
W.W. GRAINGER INC. Total				**$ 772.40**
WARDS AUTO SUPPLY, INC	6/18/2020	4003630	010	$ 1,517.68
WARDS AUTO SUPPLY, INC Total				**$ 1,517.68**
WAY OF THE WORLD INC.	6/18/2020	4003643	060	$ 1,280.56
WAY OF THE WORLD INC. Total				**$ 1,280.56**
WENDY CRUZ-ALCANTAR	6/25/2020	4003781	010	$ 18.78
WENDY CRUZ-ALCANTAR Total				**$ 18.78**
WU, FELIX SUN-TSYR AND	6/25/2020	4003714	010	$ 204.18
WU, FELIX SUN-TSYR AND Total				**$ 204.18**
YMCA OF SILICON VALLEY	6/25/2020	4003728	010	$ 56,098.38
			060	$ 22,694.88
		4003753	060	$ 27,583.16
	6/30/2020	4003829	060	$ 4,000.00
YMCA OF SILICON VALLEY Total				**$ 110,376.42**
YOSSO GROUP INC	6/4/2020	4003496	050	$ 2,801.24
YOSSO GROUP INC Total				**$ 2,801.24**
Grand Total				$ 5,574,254.07

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 30, 2020

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grant/award as summarized on the attached sheet dated July 9, 2020.

Recommendation: Staff recommends acceptance of this grant/award.

Submitted by: Kolvira Chheng Title: Assistant Superintendent, Business Services

To the Board of Trustees: Meeting: July 9, 2020
Regular Board Meeting

Recommend Approval

10.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
July 9, 2020 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
Verizon Innovative Learning Lab Program (VIL)	$ $60,000.00	Verizon, ASU, through Entrepreneurship + Innovation, and Heart of America	Renaissance Academy at Mathson & Renaissance Academy at Fischer Schools will benefit of the following: State of the art facility renovations; Innovative technology kits; Student and teacher access to VIL lab curriculum; Teacher access to ongoing virtual and blended VIL lab professional development opportunities; and lab building renovation 9/1/20-6/30/21 and stipend per year up to two years.

MATHSON

Memorandum of Understanding

between

Arizona State University

and

Alum Rock Union School District

ASU Entrepreneurship +Innovation
Arizona State University

verizon

SUMMARY

This Memorandum of Understanding ("Agreement") is entered into by and between Arizona State University ("ASU") and Alum Rock Union School District, setting forth the terms and understanding by which the parties will implement the Verizon Innovative Learning ("VIL") Lab program (the "Project") at the school site, Renaissance Academy at Mathson ("School"). If the District does not comply, appropriate action will be taken by ASU. This may include improvement plans, intervention activities, and/or dismissal from the program.

BACKGROUND

The Project is part of a grant given to the Arizona Board of Regents for and on behalf of Arizona State University (ASU) by Verizon having its principal office at One Verizon Way, Basking Ridge, New Jersey 07920. The Verizon Innovative Learning Lab program is a multi-year initiative that combines immersive cutting-edge technology with an innovative project-based curriculum and real-world problem solving in a custom-designed, state-of-the art Innovation Lab, all within the school building.

This Project is led by three core entities: Verizon, ASU, through Entrepreneurship + Innovation, and Heart of America ("HOA"). Verizon is responsible for overall program management including but not limited to: program design, district identification, partner management, program assessment and iteration, and program marketing, branding and public relations.

HOA is a 501(c)3 nonprofit organization, based in the Washington, DC area. HOA transforms educational spaces into modern learning environments, so students and communities can learn and grow. HOA is dedicated to supporting and cultivating opportunities for increased learning and literacy in K-12 schools in under-resourced communities. HOA is responsible for space design and transformation which includes but is not limited to: school space vetting, lab design and buildout, space transformation and project management, and core technology procurement. As part of the space transformation process, HOA manages the architectural design plans and contracted services and trades such as general contracting and in some regards plumbing, space furniture, lighting, flooring, wall treatments, technology, and more. HOA also develops and leads a celebratory grand-opening event with community and district stakeholders.

ASU is a public research university ranked by U.S. News and World Report #1 in the U.S. for innovation, dedicated to accessibility and excellence. ASU has developed a model for the New American University,

creating an institution that is committed to access, excellence and impact. ASU, through Entrepreneurship + Innovation, is responsible for curriculum development and program implementation. ASU Entrepreneurship + Innovation develops, facilitates, and manages the elective curriculum, curriculum technology, professional learning, program implementation, and program measurement.

In addition, in markets where Verizon 5G is available, the Project will explore providing the designated School lab space with access to the Verizon 5G network.

PURPOSE

The purpose of this Agreement is to provide an outline of how ASU E+I, the District, and the School will work together to implement the Project. This Agreement sets forth the required commitment from partners to ensure a meaningful and productive program experience for teachers, students, and the School community as a whole.

ASU Entrepreneurship + Innovation COMMITMENT

ASU will provide the following to Alum Rock Union School District:

- Four technology and/or supplies packages that are aligned to the curriculum and online courses developed by ASU. Technology Kits and content are subject to change.
    - Immersive Media (Virtual Reality and Augmented Reality) Kit
    - Smart Solutions (Electronics and Wearables) Kit
    - Artificial Intelligence (Coding) Kit
    - Digital Product Innovations (3D Modeling & Printing) Kit
- Teacher access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user-fee for up to 15 teachers per School to access, administer, and manage the course.
- Student access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user fee for up to 600 students annually per School to access, use, and complete the course.
- Professional learning for all teachers and staff involved in the Project will be delivered in accordance with Alum Rock Union School District: guidelines, which could include:
    - Face-to-face professional learning
    - Virtual professional learning
    - Blended professional learning
    - Self-directed professional learning
    - In-class, one on one, and small group coaching
    - Virtual communities of practice

- Ongoing Project planning and implementation support, including for curriculum and Verizon 5G Education Technology applications
- Asynchronous methodology for content and curriculum implementation.

Alum Rock Union School District **COMMITMENT**

The Alum Rock Union School District commits to:

- Provide points of contact who will participate in regular meetings with ASU.
- Support the participating School in the facilitation, implementation and management of the Project.
- Assist ASU in documenting the implementation and outcomes of the Project throughout the Term of this Agreement.
- Work with Verizon, ASU and HOA to deploy Verizon 5G, where available, to the designated lab space, through a 5G Node on or near School premises.
- Participate in marketing and publicity efforts in collaboration with ASU and Verizon, in accordance with District policies.

The Renaissance Academy at Mathson commits to:

- Assist ASU and Verizon in securing media releases from participating staff, students, teachers, and community members.
- Provide regular updates and impact information from Project participants, including but not limited to educators, VIL Lab Mentors, and students.
- Participate in live and virtual events, including site visits and showcases, which may include a media presence.
- Participate in the VIL Lab Mentor Role (details below).
- Provide feedback on the space, emerging technologies, curriculum, Verizon 5G Educational Technology applications and/or learning experiences, as applicable.

Verizon Innovative Learning Lab Mentor with Stipend:

The participating School inAlum Rock Union School District, will provide the Point of Contact for the VIL Lab Mentor Role who will fulfill the below key duties and responsibilities. The VIL Lab Mentor will abide by the expectations of the Project, participate in required elements, and implement with fidelity for the duration of the program.

Implement the elective course for two full academic years ("AY"):

- AY 1: August/September <2021> through <May/June 2022>

- AY 2: August/September <2022> through <May/June 2023>

Space Management

- Manage Lab space and all technology/equipment.

Professional Learning

- Schedule Lab use/training sessions.
- Attend monthly check-in meetings with ASU.
- Attend or view monthly VIL Labs trainings with ASU.
- Participate in virtual trainings twice during the school year.
- Support in the design, development and delivery of virtual and in person professional development in collaboration with ASU.
- Help with coordination and scheduling of ASU and/or Verizon school site visits.

School, District and Community Engagement

- Encourage use of Lab space across the school and community, including across multiple content areas and subjects.
- Host at minimum two STEM events per year that are community-facing.
- Help secure ASU and Verizon media releases for students in the program.
- For Subject Matter Teachers, where applicable, ***encourage to:***
    - Participate in the in-person/virtual training twice during the school year.
    - Contact Lab Mentor if any issues with application/device.
    - Develop lesson plan using 5G application based on guidance, where applicable.
    - Ensure 100% students studying respective subjects experience application as part of their standard curriculum.
    - Provide feedback to Lab Mentor on issues/improvement recommendations for applications.

Impact & Reporting

- Enroll at least 30% of the student population in the elective each academic year
- Endeavor to create an environment in which 100% of School student and staff population engages with the VIL Lab each academic year
- Provide student digital media artifacts to ASU every month
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Verizon 5G

- Where applicable, thoroughly understand Verizon 5G Educational Technology applications and:
    - Coordinate loading of AR applications onto provided technology wiith School IT
    - Test AR applications over 5G to ensure they are working properly
    - Understand how 5G applications work within elective, if applicable
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- Regular communication with Verizon and Verizon 5G Educational Technology solution application developers, as needed
- Contact the appropriate partner for support, if needed
    - Verizon 5G support: Verizon Network Contact

- Curriculum & 5G solution support: ASU

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- Interest in and engagement with educational technology
- Relationship with local community members and organizations
- Motivator and collaborator at the school and district level
- Commit at minimum 8 hours per week

Preferred Qualifications

- Knowledge of Verizon 5G and related applications, where applicable
- Experience with Verizon Innovative Learning programming
- Understanding of grant-funded programs and associated reporting

Compensation

- $15,000 stipend per academic year for up to two years
- Renewable at the end of the year if all grant requirements are met

If there are changes to the role, the district is responsible for notifying ASU in writing via email within one week of the change. ASU will support the district for orientation of the new employee in their role within the VIL Lab program.

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	• Complete and submit teacher pre-survey #2. • Ensure 100% of students complete and submit student pre-survey #2. • Participate in ASU <AY22/23> School Site Visit #5. • Participate in monthly planning calls with ASU. • Participate in quarterly administrator check-in call. • Attend one virtual collaboration session each month*. • Submit monthly Digital Media artifacts*. **July and August excluded.*
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Alum Rock Union School District will assist ASU and Verizon in securing media releases. Parents of students or students who are 18 or older may opt in to image use, thereby agreeing to the release of photographs and video/audio recordings made during School hours, School events, and other similar activities. If students or parents of students have not opted in, then these students' likenesses and voices may not be used in any photographic or audio storytelling done as part of this Project, and the District will help manage this process.

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Should the District or School not fulfill the expectations of the Project, the escalation process will be followed.

1. District or School will be informed of issue. District will be informed of School-specific issues.
2. District or School will have 30 days to resolve issue and communicate resolution to ASU.
3. Any issues not resolved within 30 days may result in a District or School improvement plan and evaluation process.
4. Failure to meet the expectations of the District or School improvement plan may result in termination from the program.

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- Using a learning management system other than Canvas, or using no learning management system, to facilitate the elective courses.
- Lack of demonstrated effort to engage at least 30% of student population in the elective courses each year.
- Routine absences from virtual engagements such as quarterly administrator check-in call, monthly virtual collaboration sessions, etc.
- Inability to secure media releases from participating staff, students, teachers, and community members in a timely manner.
- Frequent lack of communication and responsiveness or significantly delayed communication.
- Failure to adhere to reporting requirements such as completion and submission of teacher surveys.

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Contact Information

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Ji Mi Choi, Associate Vice President leading Entrepreneurship + Innovation
Knowledge Enterprise =
1475 N. Scottsdale Rd.
Scottsdale, AZ 85257
(480) 965-7910

Jimi.Choi@asu.edu

Alum Rock Union School District,
Jason Sorich
Educational Technology Administrator
2930 Gay Avenue San Jose, CA 95127
408-928-6528
jason.sorich@arusd.org
Federal ID: 77-0016360

(*Signature block follows on the next page.*)

Party Signatures to the Agreement

Date: _____

Ji Mi Choi, Associate Vice President, leading Entrepreneurship + Innovation
Knowledge Enterprise
Arizona State University

Date: _____

Jason Sorich, Educational Technology Administrator
Alum Rock Union School District

Pursuant to Alum Rock Union School District, *Board of Education <Resolution #> approved on <Date>.* *

**If applicable.*

FISCHER

Memorandum of Understanding

between

Arizona State University

and

Alum Rock Union School District

ASU Entrepreneurship +Innovation
Arizona State University

verizon

SUMMARY

This Memorandum of Understanding ("Agreement") is entered into by and between Arizona State University ("ASU") and Alum Rock Union School District, setting forth the terms and understanding by which the parties will implement the Verizon Innovative Learning ("VIL") Lab program (the "Project") at the school site, Renaissance Academy at Fischer ("School"). If the District does not comply, appropriate action will be taken by ASU. This may include improvement plans, intervention activities, and/or dismissal from the program.

BACKGROUND

The Project is part of a grant given to the Arizona Board of Regents for and on behalf of Arizona State University (ASU) by Verizon having its principal office at One Verizon Way, Basking Ridge, New Jersey 07920. The Verizon Innovative Learning Lab program is a multi-year initiative that combines immersive cutting-edge technology with an innovative project-based curriculum and real-world problem solving in a custom-designed, state-of-the art Innovation Lab, all within the school building.

This Project is led by three core entities: Verizon, ASU, through Entrepreneurship + Innovation, and Heart of America ("HOA"). Verizon is responsible for overall program management including but not limited to: program design, district identification, partner management, program assessment and iteration, and program marketing, branding and public relations.

HOA is a 501(c)3 nonprofit organization, based in the Washington, DC area. HOA transforms educational spaces into modern learning environments, so students and communities can learn and grow. HOA is dedicated to supporting and cultivating opportunities for increased learning and literacy in K-12 schools in under-resourced communities. HOA is responsible for space design and transformation which includes but is not limited to: school space vetting, lab design and buildout, space transformation and project management, and core technology procurement. As part of the space transformation process, HOA manages the architectural design plans and contracted services and trades such as general contracting and in some regards plumbing, space furniture, lighting, flooring, wall treatments, technology, and more. HOA also develops and leads a celebratory grand-opening event with community and district stakeholders.

ASU is a public research university ranked by U.S. News and World Report #1 in the U.S. for innovation, dedicated to accessibility and excellence. ASU has developed a model for the New American University,

creating an institution that is committed to access, excellence and impact. ASU, through Entrepreneurship + Innovation, is responsible for curriculum development and program implementation. ASU Entrepreneurship + Innovation develops, facilitates, and manages the elective curriculum, curriculum technology, professional learning, program implementation, and program measurement.

In addition, in markets where Verizon 5G is available, the Project will explore providing the designated School lab space with access to the Verizon 5G network.

PURPOSE

The purpose of this Agreement is to provide an outline of how ASU E+I, the District, and the School will work together to implement the Project. This Agreement sets forth the required commitment from partners to ensure a meaningful and productive program experience for teachers, students, and the School community as a whole.

ASU Entrepreneurship + Innovation COMMITMENT

ASU will provide the following to Alum Rock Union School District:

- Four technology and/or supplies packages that are aligned to the curriculum and online courses developed by ASU. Technology Kits and content are subject to change.
    - Immersive Media (Virtual Reality and Augmented Reality) Kit
    - Smart Solutions (Electronics and Wearables) Kit
    - Artificial Intelligence (Coding) Kit
    - Digital Product Innovations (3D Modeling & Printing) Kit
- Teacher access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user-fee for up to 15 teachers per School to access, administer, and manage the course.
- Student access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user fee for up to 600 students annually per School to access, use, and complete the course.
- Professional learning for all teachers and staff involved in the Project will be delivered in accordance with Alum Rock Union School District: guidelines, which could include:
    - Face-to-face professional learning
    - Virtual professional learning
    - Blended professional learning
    - Self-directed professional learning
    - In-class, one on one, and small group coaching
    - Virtual communities of practice

- Ongoing Project planning and implementation support, including for curriculum and Verizon 5G Education Technology applications
- Asynchronous methodology for content and curriculum implementation.

Alum Rock Union School District **COMMITMENT**

The Alum Rock Union School District commits to:

- Provide points of contact who will participate in regular meetings with ASU.
- Support the participating School in the facilitation, implementation and management of the Project.
- Assist ASU in documenting the implementation and outcomes of the Project throughout the Term of this Agreement.
- Work with Verizon, ASU and HOA to deploy Verizon 5G, where available, to the designated lab space, through a 5G Node on or near School premises.
- Participate in marketing and publicity efforts in collaboration with ASU and Verizon, in accordance with District policies.

The Renaissance Academy at Fischer commits to:

- Assist ASU and Verizon in securing media releases from participating staff, students, teachers, and community members.
- Provide regular updates and impact information from Project participants, including but not limited to educators, VIL Lab Mentors, and students.
- Participate in live and virtual events, including site visits and showcases, which may include a media presence.
- Participate in the VIL Lab Mentor Role (details below).
- Provide feedback on the space, emerging technologies, curriculum, Verizon 5G Educational Technology applications and/or learning experiences, as applicable.

Verizon Innovative Learning Lab Mentor with Stipend:

The participating School inAlum Rock Union School District, will provide the Point of Contact for the VIL Lab Mentor Role who will fulfill the below key duties and responsibilities. The VIL Lab Mentor will abide by the expectations of the Project, participate in required elements, and implement with fidelity for the duration of the program.

Implement the elective course for two full academic years ("AY"):

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- Interest in and engagement with educational technology
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- Motivator and collaborator at the school and district level
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Federal ID: 77-0016360

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Ji Mi Choi, Associate Vice President, leading Entrepreneurship + Innovation
Knowledge Enterprise
Arizona State University

Date: _____

Jason Sorich, Educational Technology Administrator
Alum Rock Union School District

Pursuant to Alum Rock Union School District, *Board of Education <Resolution #> approved on <Date>. **

**If applicable.*

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

Date: June 30, 2020

To: Dr. Hilaria Bauer, Superintendent

From: Rene Sanchez, Assistant Superintendent, Instructional Services

Re: Verizon Innovative Learning Lab Program

Summary: The Alum Rock Union Elementary School District has been accepted into Verizon Innovative Learning Labs program, the education initiative of the Verizon Foundation. After a rigorous application process, our district has been chosen by Verizon's partners, Heart of America Foundation and Arizona State University, as meeting all criteria for participation. Congratulations to Renaissance Academy at Mathson and Renaissance Academy at Fischer for being selected. Schools will benefit from:

- State of the art facility renovation
- Innovative technology kits that include augmented reality items, 3D printers, electronics, and wearables
- Student and teacher access to VILS Lab curriculum
- Teacher access to ongoing virtual and blended VILS lab professional development opportunities

Recommendation: Staff recommends approval of the Verizon Innovative Learning Lab Program. Staff also recommends the acceptance of $15,000 per school per year for the 20/21 and 21/22 fiscal year to fund a Verizon Innovative Learning Lab program facilitator. This position will coordinate the use of the lab and mentor students and staff with the application of the technology.

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Ernesto Bejarano, President · Corina Herrera-Loera, Vice-President
Andrés Quintero, Clerk · Linda Chavez, Member · Dolores Márquez-Frausto, Member

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

10.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/July 9, 2020/ Human Resources Department**

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

District administration is recommending that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

Submitted by: Carlos Moran CM Title: Assistant Superintendent, Human Resources

To the Board of Trustees: **Recommend Approval**

10.04

Agenda Placement

Meeting: July 9, 2020
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
July 09, 2020

CERTIFICATED CHANGES OF STATUS:

I. Administrative Changes Effective 7/1/2020:

1. Carrillo, Silvia — ADELANTE Academy II/ Principal K8
2. Manluco, Joseph — Assistant Principal/APTITUD Community at Goss

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.05

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria Martinez M.M. Title: Procurement Manager

Approved by: Kolvira Chheng KC. Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval Regular Board Meeting

10.05

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
July 9th, 2020 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST & FUNDING	PURPOSE
Aptitud Academy at Goss Rebecca Jensen	08/13/20-05/31/21	SEEDS	$7,500.00	Training in Restorative Justice (RJ) to support work in the implementation of RJ practices intended to strengthen school community and build and repair relationships. This will include a 3-hour training as an introduction to RJ practices, plus 2 administrator coaching hours, and 2-2 hour follow up trainings. Trainings can be in person or virtual. Funding: Restricted
Fischer M.S George Kleidon	08/10/20-05/31/21	SEEDS	$13,000.00	Provide a 6-hour all staff training to align restorative practices to school's educational framework (in person or virtually). Quarterly coaching will be provided for up to 5 teachers, plus two rounds of classroom observations provided with feedback on restorative practices and next steps. Funding: Restricted
Academic Services Jason Sorich	07/01/20-06/30/21	Alpenspruce Education Solutions, Inc. (Alludo)	$10,750.00	Services include the design, development, promotional items and implementation of 12-month promotion plan for successful awareness, engagement and adoption of the district Professional Development program. Provider has the ability to do the work virtually if necessary. Funding: Restricted

Alum Rock Union Elementary School District
July 9th, 2020 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Jason Sorich	07/01/20- 06/30/21	LAZEL, Inc. DBA: Learning A-Z	$64,010.75	Learning A-Z provides RAZ Plus access for all students in grades K-5, and Science A-Z for all students in grades K-5. Licenses provide teachers with access to online reading support and online science supplemental activities; as well as teacher professional development, which can be done in person or virtually. Funding: Restricted
Academic Services Jason Sorich	07/01/20- 06/30/21	MobyMax	$68,550.50	Licenses for all ARUSD students, providing access to the Mobymax system. Mobymax provides online standards-based lessons in all core subject areas along with diagnostic assessment; as well as teacher professional development, which can be done in person or virtually. Funding: Restricted
Academic Services Jason Sorich	07/01/20- 06/30/21	Nearpod, Inc.	$70,000.00	Licenses for all ARUSD students, providing access to Nearpod. Nearpod provides online standards-based lessons in all core subject areas, digital responsibility lessons, and English Language Learner modules; as well as teacher professional development, which can be done in person or virtually. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Barbara Campbell	08/14/20- 06/30/21	Planned Parenthood Mar Monte	$20,000.00	Planned Parenthood Mar Monte will facilitate eight (8) Puberty education lessons to 5th grade students district-wide. Lessons are aligned to meet the requirements of the California Healthy Youth Act and will be either in person, virtual, or a combination. Parent preview night will be held to review lessons with parents, guardians & caregivers of ARUSD students. Funding; General
Academic Services Jason Sorich	07/01/20- 06/30/21	Seesaw	$42,416.00	License for all ARUSD students, providing access to the district version of Seesaw. Seesaw provides online, teacher created lessons and activities for all K-8 students, and a communication platform for students and families; as well as teacher professional, development which can be done in person or virtually. Funding: General
Child Nutrition Denisse Mendez	07/01/20- 06/30/21	R&R Refrigeration & Air Conditioning Inc.	$45,000.00	Provide service for all refrigeration equipment at the 21 ARUSD kitchens and cafeterias. Remove/repair/replace parts and/or equipment when needed. Funding: CNS
Maintenance Ed Villarreal	07/01/20- 06/30/21	Blossom Hill Glass & Mirror, Inc.	$60,000.00	Provided glass replacement due to vandalism district-wide. Funding: General
Maintenance Ed Villarreal	10/01/19- 06/30/20	Environmental Systems, Inc.	$34,145.90	Contract Extension: C206009 Original contract amount $92,400.00. New contract totals $126,545.90. Increase due to additional services needed during the 2019/2020 SY. Funding: Restricted

Alum Rock Union Elementary School District
July 9th, 2020 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	07/01/20- 06/30/21	Precision Communication System, Inc.	$22,000.00	Provide fire alarm inspection and maintenance services as well as installation, testing, central monitoring, clock/ PA system, telephone installation and maintenance district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/01/20- 06/30/21	San Jose Boiler Works	$25,000.00	Provide maintenance and cleaning to water boilers district-wide. Funding: Restricted
Maintenance Ed Villarreal	07/01/20- 12/31/20	Silicon Valley Security & Patrol, Inc.	$45,000.00	Provide overnight security patrol seven days a week from 9:30 p.m.-6:00 a.m. Services provided on weekends and holidays. Coverage includes mobile and walking the facilities district-wide. Funding: Restricted
Special Education Anthony Colonna	07/12/19- 06/30/20	The Reilly Behavioral Group	$8,000.00	Contract Extension: C1920169 Original contract amount $20,250.00. New contract amount $28,250.00. Additional services needed for parent support to students diagnosed with autism throughout the district. Funding: SPED
Special Education Anthony Colonna	07/01/20- 06/30/21	Alette Brooks DBA: Autism Workshop	$125.00 per hour NTE $20,000.00	Provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder district-wide. Workshops can be in person or virtual if necessary. Funding: SPED

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Sandra Garcia	07/01/19-06/30/20	Language People	$17,500.00	Contract Extension: C1920021 Original contract amount $20,000.00 New contract totals $37,500.00. Increase to pay invoices due for the remainder of 2019-2020 fiscal year. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Aptitud Academy at Goss (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Rebecca Jensen

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: SEEDS

   Address: 2530 San Pablo Avenue Suite A City: Berkeley State: CA Zip: 94702

   Phone: 510.) 548 - 2377 Email Address: aleida@seedscrc.org

   SSN: _____ or Fed I.D. #: 94-3054165

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 2020 end date May 31st, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   One 3- hour training as an introduction to Restorative Justice (RJ) practices, 2 administrator coaching hours, and 2-2hour follow up trainings. This work is to support implementation of RJ practices intented to strengthen school community and build and repair relationships.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $7,500 (describe rate agreement) $5,500 due after initial training 8/13 $2000 after final trainings Budget Code: 060-3010-0-5815-00-1110-1000-000000-120-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$7,500		7/1/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SEEDS

School Services

Memorandum of Understanding

1. Parties:

This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into between **Aptitud Community Academy at Goss** and **SEEDS Community Resolution Center**, whose address is 2530 San Pablo Ave., Berkeley, CA 94702.

2. Purpose:

The purpose of this MOU is to establish the terms of the training and workshop services to be provided by **SEEDS Community Resolution Center** for **Aptitud Community Academy at Goss**

3. Description of the Services to be Provided:

SEEDS shall provide one 3-hour training including an introduction to restorative justice practices for professional development, up to 2 hours of coaching to discuss next steps after initial meeting and two 2-hour trainings to follow the first one. The content of the last two trainings will be determined in response to the school community's needs. All services can be provided either in-person or virtually.

4. Times, Dates and Location:

Due to the current circumstances, the dates and times are going to be determined in conversation with Principal Rebecca Jensen. The determination of whether they will be in-person or on a virtual platform will depend on what is recommended for the counties both parties are housed within. The first training will be in August 2020 and the last session will be before May 31, 2021

Date	Time	Hours	Activity	Fee
Aug 13, 2020	TBD	3	Intro to RJ ½ day PD	$3,000
TBD	TBD	2	Coaching Hours	$500
By May 31, 2021	TBD	2	Follow up training	$2,000
By May 31, 2021	TBD	2	Follow up training	$2,000
			Total	
				$7,500

5. Services Provided by SEEDS:

SEEDS will provide one 3 hour training including an introduction to restorative justice practices for professional development, up to 2 hours of coaching to discuss next steps after initial meeting and two 2-hour trainings to follow the first one. The content of the last two trainings will be determined in response to the school community's needs. All services can be provided either in-person or virtually.

6. Services Provided by Client:

Suitable facilities with chairs that can be moved around easily to facilitate small group work and interactive activities during in-person trainings.

7. Scope of this Memorandum of Understanding:

The parties agree that this MOU is effective only for the project specified.

8. Rights to Training Materials:

The parties agree that SEEDS retains all rights to training and facilitation materials and content prepared by the Instructor and SEEDS.

9. Payment:

Total payment is agreed in the amount of **$7,500. $5,000** will be billed after our initial meeting on August 14th. The remaining **$2,000** will be invoiced after our final training and by May 31st, 2021.

10. Cancellation:

The parties agree that it may be necessary to cancel or postpone the training due to emergency. In the event of such emergency cancellation, the parties may, but are not required to agree to an alternate date.

11. SEEDS Mailing List:

SEEDS maintains a mailing list of current clients so that we can easily inform you of upcoming trainings and events and the release of relevant resources and materials. It is our practice to automatically add a new client to our mailing list, unless the client specifically requests not to be added.

By their signatures below, the undersigned parties and/or their authorized representatives agree to the foregoing:

Rebecca Jensen
Aptitud Community Academy at Goss

Date 6/21/2020

Aleida Moreno, School Services Manager
SEEDS Community Resolution Center

Date 6/16/2020

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: George Kleidon

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: SEEDS

   Address: 2530 San Pablo Ave. Suite A City: Berkeley State: CA Zip: 94702

   Phone: (510) 548-2377 Email Address: aleida@seedscrc.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 10,2020 end date May 31, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   One 6 hour all staff training to align restorative practices to school's educational framework Quarterly coaching will be provided for up to 5 teachers, plus two rounds of classroom observations provided with feedback on restorative practices and next steps.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $13,000 (describe rate agreement) Two payments: 8/12/2020 & 5/31/2021

   060-3182-0-5815-00-1110-1000-000000-130-3182

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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SEEDS
School Services

1. Parties:
This Memorandum of Understanding (hereinafter referred to as MOU) is made and entered into between **Fischer Middle School** and **SEEDS Community Resolution Center**, whose address is 2530 San Pablo Ave., Berkeley, CA 94702.

2. Purpose:
The purpose of this MOU is to establish the terms of the training and workshop services to be provided by **SEEDS Community Resolution Center** for **Fischer Middle School**

3. Description of the Services to be Provided:
SEEDS shall honor **3 hours of training and 10 hours of coaching rolled over from the '19-20 school year.** Additionally, SEEDS has been asked to provide the following services for Fisher Middle School: One 6 hour meeting on August 11, 2020 to kick-off the year and help them align restorative processes with their educational framework, this will include a conversation around what to do for small class disruptions and help align educators' values. We will also provide 10 hours of coaching in addition to the ones that rolled over for a total of 4 quarterly coaching sessions for up to 5 teachers to be determined by Principal George Kleidon. SEEDS will also provide two rounds of classroom observations – one in the fall and one in the spring to assess the direction of additional all-staff meetings.

4. Times, Dates and Location:

Date	Time	Hours	Activity	Fee
August 11, 2020	9am-4pm (one-hour lunch)	6	All Staff Meeting 25 participants	$5,000
TBD	TBD	12	Classroom observations and meetings with teachers	$3,000
TBD	TBD	10	Quarterly coaching for 5 teachers (in-person or Zoom)	$2,500
TBD	TBD	3	Additional Training as Needed	$2,500
		3	Training hours rolled over from '19-20 school year	Already paid

		10	In-person or Zoom coaching hours rolled over from '19-20 school year	Already paid
				Total
				$13,000

5. Services Provided by SEEDS:
SEEDS shall provide training, coaching, and classroom observations throughout the '20-21 school year. Most of the training and coaching dates and times have yet to be determined. Both training and coaching hours can be delivered either in-person or via Zoom.

6. Services Provided by Client:
Suitable facilities with chairs that can be moved around easily to facilitate small group work and interactive activities during in-person trainings.

7. Scope of this Memorandum of Understanding:
The parties agree that this MOU is effective only for the project specified.

8. Rights to Training Materials:
The parties agree that SEEDS retains all rights to training and facilitation materials and content prepared by the Instructor and SEEDS.

9. Payment:
Total payment is agreed in the amount of **$13,000**. SEEDS will invoice **$6,500** on August 12, 2020 and the remaining **$6,500** after our final meeting and before May 31st, 2021.

10. Cancellation:
The parties agree that it may be necessary to cancel or postpone the training due to emergency. In the event of such emergency cancellation, the parties may, but are not required to agree to an alternate date. The parties also agree that cancelled sessions may be made up via an online platform.

11. SEEDS Mailing List:

SEEDS maintains a mailing list of current clients so that we can easily inform you of upcoming trainings and events and the release of relevant resources and materials. It is our practice to automatically add a new client to our mailing list, unless the client specifically requests not to be added.

By their signatures below, the undersigned parties and/or their authorized representatives agree to the foregoing:

6/11/2020

George Kleidon
Fischer Middle School

Date

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aleida moreno
C4943BE9F9744EB...

6/16/2020

Aleida Moreno, School Services Manager
SEEDS Community Resolution Center

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22934

PROGRAM MANAGER: Jason Sorich

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Alpenspruce Education Solutions, Inc. (Alludo)

   Address: 6011 174th St., S.E. City: Snohomish State: WA Zip: 98296

   Phone: ( ) Email Address: _____

   SSN: _____ or Fed I.D. #: 81-3899090

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Services include the design, development, promotional items and implementation of a 12-month promotion plan for successful awareness, engagement and adoption of the district Professional Development program. Services are online/virtual only.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $10,750.00 (describe rate agreement) _____

5. **BUDGET CODE:** 060 4035 0 5815 00 1110 1000 000000 305 1461 Title II

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$10,750.00	Title II	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Alludo Software Licensing and Services Quote

Alum Rock Union Elementary School District

April 30, 2020

©AlpenSpruce Education Software, Inc. 2020

Licensing

License/Service	Description
Alludo Managed Licenses	• Multi-user level licenses • Integration with district email for account creation • Twitter Integration • Cloud based • Unlimited content, badging and games • Robust reporting on player data, time, and performance • Digital/open badge platform for Missions, Levels or Activities • Integrated e-commerce incentive management system • Management of the player evidence review process including approving and coaching • 24-hour response time, M-F • Follow rubric established by the district for assessment • Quarterly reporting basis on player activity and engagement

Service Package

Personalized Year Round Program Engagement Services	• Implementation and management of an annual promotion plan for engagement and adoption of the Alludo program. • Development of an annual strategic plan for effective communication and marketing based on the needs of the district, learning/training initiatives, and needs. • Incentive program strategy for player engagement and achievement recognition. • Monthly communications, campaigns and performance measurements • Program reporting on adoption and success factors.

Pricing

Software/Service	Term	Number of Users	Price Per User	Cost
Alludo Software Licenses **Managed Licenses**	July 1, 2020 to June 30, 2021	250	$20/user (10% Discount = $18/user) $5/user	$4,500 1,250
Engagement Service Package	12 months	NA	NA	$5,000
TOTAL				**$10,750**

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21123

PROGRAM MANAGER: Jason Sorich

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: LAZEL, INC. DBA: Learning A-Z

   Address: 1840 E. River Rd., Ste. #320 City: Tucson State: AZ Zip: 85718

   Phone: ( ) Email Address: Marily.Roubal@learninga-z.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July, 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Learning A-Z provides RAZ Plus access for all students in grades K-5, and Science A-Z for all students in grades K-5. Licenses provide teachers with access to online reading supports and online science supplemental activities; as well as teacher professional development.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $64,010.75 (describe rate agreement) _____

5. **BUDGET CODE:** 060 6300 05815 00 1110 1000 000000 300 1070 Lottery

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$64,010.75	Lottery	CH 6/30/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Learning A-Z

Learning A-Z License Quote

Date: 06/02/20

Barbara Campbell
Alum Rock Elem School District
2930 Gay Ave
San Jose, CA 95127-2398

(408) 928-6524
barbara.campbell@arusd.org

Thank you for requesting a quote from Learning A-Z, Barbara Campbell!
Your username is bcampbell50
Your reference number is 8287892.
Please include this reference number on your purchase order.

Products	Type	License Terms	List Price	1 Year	2 Years	3 Years
Raz-Plus.com	New	250 classrooms, Start: 07/01/20 End: 07/01/21	$57,725	$45,259.25	$84,182.20	$115,411.08
ScienceA-Z.com	Renew	225 classrooms, Start: 08/03/20 End: 07/01/21	$21,645.00	$18,751.50	$36,463.90	$50,715.67
Professional Development Onsite	Training	3 sessions	$7,500.00	Complementary		
Professional Development Webinar	Training	5 sessions	$1,000.00	Complementary		

	1 Year	2 Years	3 Years
Discount Amount:	**($15,359.25)**	**($40,062.65)**	**($75,920.75)**
Sales Tax:	**$0.00**	**$0.00***	**$0.00***
YOUR TOTAL COST:	**$64,010.75**	**$120,646.10***	**$166,126.75***

Promo Code: CollSLCIPP20

(*) Taxes (if applicable) to be calculated at time of purchase.

All prices are in U.S. dollars.

This quote is valid until 12/31/20.

Quoted prices are based on specified quantities and terms. Please contact your representative for adjustments.

Prepared by: Marilyn Roubal and Sonya Ramos

Thank you for your partnership! We look forward to continuing to support your district. In the past year, almost 225,000 resources have been downloaded. Take advantage of additional savings when choosing a multi-year partnership. The 2-year option saves you more than $40,000 and 3-years save you almost $76,000.

1840 East River Road, Suite 320
Tucson, AZ, 85718
phone: 520.274.2068 | 520.232.5093
fax: 520.274.2069 | 520.999.3811
Marilyn.Roubal@learninga-z.com | sonya.ramos@learninga-z.com

If you are paying by purchase order, your PO must have:

1. PO number
2. Learning A-Z as the vendor
3. Bill To information
4. The product(s) being purchased
5. Total dollar amount
6. If your PO has a signature line, it must be signed
7. Include a Learning A-Z quote matching your purchase order

Learning A-Z License Agreement

Licenses grant registered classrooms only permission to use materials on the designated website(s) during the terms of the license. Sharing user information or materials with non-registered classrooms is not authorized.

© Learning A-Z

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Jason Sorich

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: MobyMax

   Address: P O Box 392385 City: Pittsburgh State: PA Zip: 15251

   Phone: (888) 793-8331 Email Address: Michelle.torres@mobymax.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Licenses for all ARUSD students, providing access to the Mobymax system. Mobymax provides online standards-based lessons in all core subject areas along with diagnostic assessments; as well as virtual teacher professional development.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $68,550.50 (describe rate agreement) _____

5. **BUDGET CODE:** 060 6300 05815 00 1110 1000 000000 300 1070 Lottery

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$68,550.50	Lottery	CAR 7/1/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

MobyMax

500 Westover Drive #12127, Sanford, NC 27330 ❋ 1.888.793.8331 ❋ www.mobymax.com

DESCRIPTION OF SERVICES

MobyMax is an adaptive learning, assessment, and process monitoring tool with comprehensive coverage for grades K-8 in Math, ELA, Science and Social Studies. The system features differentiated personal learning paths based on student mastery of skills and standards, as well as group instruction and collaboration opportunities.

MobyMax assessments include formative, summative, and adaptive diagnostic placement tests. The data derived from these assessments is used to automatically remediate learning gaps and provide deeper insights for teachers regarding which skills are in need of additional support.

Cost: $68,550.50
Contract Terms: July 1, 2020 – June 30, 2021

TERMS OF USE

Last updated on February 21, 2018

This Web Site (www.MobyMax.com) is operated by MobyMax, LLC (hereafter referred to as 'MobyMax'). By visiting our Web Site ('Web Site') and accessing the information, resources, services, products, and tools we provide, you understand and agree to accept and adhere to the following terms and conditions as stated in this policy (hereafter referred to as 'Terms of Use'). We reserve the right to change these Terms of Use from time to time without notice. You acknowledge and agree that it is your responsibility to review these Terms of Use periodically to familiarize yourself with any modifications. Your continued use of this site after such modifications will constitute acknowledgment and agreement of the modified terms and conditions.

Unless you have entered into your own school or district contract with MobyMax, you signify your acceptance of these Terms of Use by using this site. Your continued use of MobyMax following the posting of changes to these Terms of Use will be deemed your acceptance of those changes.

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By visiting our Web Site and accessing the information, resources, services, products, and tools we provide for you, either directly or indirectly (hereafter referred to as 'Resources'), you agree to use these Resources only for the purposes intended as permitted by (a) the terms of these

Terms of Use, and (b) applicable laws, regulations, and generally accepted online practices or guidelines.

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a. In order to access our Resources, you may be required to provide certain information about yourself (such as identification, contact details, etc.) as part of the registration process, or as part of your ability to use the Resources.

b. You are responsible for maintaining the confidentiality of any login information associated with any account you use to access our Resources. Accordingly, you are responsible for all activities that occur under your account/s.

c. Accessing (or attempting to access) any of our Resources by any means other than through the means we provide is strictly prohibited. You specifically agree not to access (or attempt to access) any of our Resources through any automated, unethical, or unconventional means.

d. Engaging in any activity that disrupts or interferes with our Resources, including the servers and/or networks our Resources are located on or connected to, is strictly prohibited.

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We may provide various open communication tools on our Web Site, such as blog comments, blog posts, public chat, forums, message boards, newsgroups, product ratings and reviews, various social media services, etc. You understand that generally we do not pre-screen or monitor the content posted by users of these various communication tools, which means that if you choose to use these tools to submit any type of content to our Web Site, then it is your personal responsibility to use these tools in a responsible and ethical manner. By posting information or otherwise using any open communication tools as mentioned, you agree that you will not upload, post, share, or otherwise distribute any content that:

a. Is illegal, threatening, defamatory, abusive, harassing, degrading, intimidating, fraudulent, deceptive, invasive, racist, or contains any type of suggestive, inappropriate, or explicit language;

b. Infringes on any trademark, patent, trade secret, copyright, or other proprietary right of any party.

c. Contains any type of unauthorized or unsolicited advertising;

d. Impersonates any person or entity, including any www.MobyMax.com employees or representatives.

We have the right at our sole discretion to remove any content that we feel in our judgment does not comply with these Terms of Use, along with any content that we feel is otherwise offensive, harmful, objectionable, inaccurate, or violates any 3rd party copyrights or trademarks. We are not responsible for any delay or failure in removing such content. If you post content that we choose to remove, you hereby consent to such removal, and consent to waive any claim against us.

We reserve the right to terminate your access to the open communication tools at any time, without notice, for any reason whatsoever.

We do not assume any liability for any content posted by you or any other 3rd party users of our Web Site.

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Materials ('Material') include any submission by posting, uploading, inputting, or otherwise providing to MobyMax except information that is provided as part of the registration or rostering process. Material includes but is not limited to your recommendations, reviews, suggestions, problems, lessons, lesson plans, and rubrics that you create. You are granting MobyMax and its agents permission to use your Material in connection with MobyMax's operation of the Web Site and its other businesses, including without limitation, the right and perpetual, irrevocable, worldwide, royalty-free, exclusive license to copy, distribute, transmit, publicly display, reproduce, edit, translate and reformat your Material, and to publish your name in connection with your Material, all without the payment of compensation to you in respect of any such use of your Material. You warrant and represent that you own, or otherwise control, all of the rights to your Material.

Indemnity

You agree, if permitted by law, to indemnify and hold harmless MobyMax and its parent company and affiliates, and their directors, officers, managers, employees, donors, agents, and licensors, from and against all losses, expenses, damages, and costs, including reasonable attorneys' fees, resulting from any violation of these Terms of Use, the failure to fulfill any obligations relating to your account incurred by you or any other person using your account, or arising out of your use of, or conduct on, our Web Site. We reserve the right to take over the exclusive defense of any claim for which we are entitled to indemnification under these Terms of Use. In such event, you shall provide us with such cooperation as is reasonably requested by us.

Limitation of Warranties

By using our Web Site, you understand and agree that all Resources we provide are "as is" and "as available". This means that we do not represent or warrant to you that:

a) the use of our Resources will meet your needs or requirements,

b) the use of our Resources will be uninterrupted, timely, secure or free from errors,

c) the information obtained by using our Resources will be accurate or reliable, and

d) any defects in the operation or functionality of any Resources we provide will be repaired or corrected.

Furthermore, you understand and agree that:

e) any content downloaded or otherwise obtained through the use of our Resources is done at your own discretion and risk, and that you are solely responsible for any damage to your computer or other devices for any loss of data that may result from the download of such content.

f) no information or advice, whether expressed, implied, oral or written, obtained by you from MobyMax or through any Resources we provide shall create any warranty, guarantee, or conditions of any kind, except for those expressly outlined in these Terms of Use.

Non-Commercial Use Limitation

You may not modify, copy, distribute, display, perform, reproduce, publish, license, create derivative works from, transfer, retransmit, or sell any content from the Web Site.

Homeschools and Homeschool Co-ops

Parents are welcome to create their own Homeschool teacher accounts to use for their children. The only way for Homeschool teachers to obtain full access is to purchase a teacher license. The price of a Homeschool license is the price of a teacher license and enables a parent to register all of their children in the Homeschool teacher account without additional cost.
MobyMax does not permit the creation of Homeschool accounts for the purpose of registering children from multiple parents. Specifically, Homeschool Co-ops may not register as either a teacher or a school for the purpose of lowering the license cost for their members.

Number of Students Allowed for Teacher Licenses

The maximum number of students allowed for a teacher license is 200 students.

MobyMax
Fixing learning gaps.
500 Westover Drive #12127, Sanford, NC 27330 ❋ 1.888.793.8331 ❋ www.mobymax.com

Number of Students and Teachers Allowed for School Licenses

The number of students and teachers allowed for a school license is unlimited for a traditional brick-and-mortar school. All non- traditional schools, including but not limited to after-school programs, online schools, virtual schools, and adult education programs, require one school license for every 300 students.

Limitation of Liability

In conjunction with the Limitation of Warranties as explained above, you expressly understand and agree that any claim against us shall be limited to the amount you paid, if any, for use of products and/or services. MobyMax will not be liable for any direct, indirect, incidental, consequential, or exemplary loss or damages which may be incurred by you as a result of using our Resources, or as a result of any changes, data loss or corruption, cancellation, loss of access, or downtime to the full extent that applicable limitation of liability laws apply.

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This Web Site is controlled by MobyMax. It can be accessed by most countries around the world. By accessing our Web Site, you agree that the statutes and laws of the state of Delaware, without regard to the conflict of laws and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of this Web Site and the purchase of any products or services through this site.

Furthermore, any action to enforce these Terms of Use shall be brought in the federal or state courts you hereby agree to personal jurisdiction by such courts, and waive any jurisdictional, venue, or inconvenient forum objections to such courts.

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MOBYMAX IS NOT LIABLE FOR LOSS OR DAMAGE OF ANY KIND WHATSOEVER ARISING AS A RESULT OF INFORMATION PUBLISHED ON OR FURNISHED THROUGH THE SERVICES, TOOLS OR WEB SITE, OR ANY ERRORS OR OMISSIONS OF THE TOOLS OR WEB SITE; MOBYMAX SHALL HAVE NO LIABILITY ARISING FROM DECISIONS OR PURCHASES OF THIRD PARTY GOODS OR SERVICES BASED ON INFORMATION PUBLISHED ON OR FURNISHED THROUGH THE SERVICES, TOOLS OR WEB SITE; AND UNDER NO CIRCUMSTANCES SHALL MOBYMAX OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, VENDORS, SUPPLIERS OR DISTRIBUTORS BE LIABLE UNDER THIS AGREEMENT TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL LOSS OR DAMAGES OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), THAT ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO THE USE OF, OR THE INABILITY TO USE, THE SERVICES, TOOLS, WEB SITE, OR ANY CONTENT CONTAINED THEREON, EVEN IF MOBYMAX HAS BEEN INFORMED OF THE POSSIBILITY THEREOF. IF YOU ARE DISSATISFIED WITH ANY SERVICES, TOOLS, OR ANY PORTION OF THE WEB SITE, OR WITH ANY

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MobyMax Quote

May 19, 2020

Learn twice as fast.™

License For

District: Alum Rock Union Elementary

Quote Created For

Jason Sorich
4089286800
michelle.torres@mobymax.com

License Terms

License:	Moby District Suite
Quantity:	24 schools
Period:	05/19/2020 - 05/19/2021
Price:	$83,880.00
Discount:	$15,329.50
Subtotal:	$68,550.50
Sales Tax:	$0.00
Amount Due:	$68,550.50

MobyMax's W-9 form is available at www.MobyMax.com/w9.pdf

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1. **Fax to** 1-888-793-8330
2. **Email to** billing@mobymax.com
3. **Mail to:**
   MobyMax
   P.O. Box 392385
   Pittsburgh, PA
   15251
4. **Call** 1-888-793-8331.
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Please Include With Purchase Order

- Email address or fax number for accounts payable department
- Dates for licensing period if license is not for one year
- A copy of this quote
- A copy your tax exemption letter or certificate, if applicable

Includes pro-rated credit for existing site license at Sylvia Cassel Quote expires after 90 days.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22418

PROGRAM MANAGER: Jason Sorich

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Nearpod Inc.

   Address: 1855 Griffin Rd., Suite A-290 City: Dania Beach State: FL Zip: 33004

   Phone: (855) NEARPOD Email Address: taliah@nearpod.com

   SSN: _____ or Fed I.D. #: 46-0993679

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Licenses for all ARUSD students, providing access to Nearpod. Nearpod provides online standards-based lessons in all core subject areas, digital responsibility lessons, and English Language Learner modules; as well as virtual teacher professional development.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $70,000.00 (describe rate agreement) _____

5. **BUDGET CODE:** 060 3010 0 5815 00 1110 1000 000000 360 1190 Title I

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$70,000.00	Title I	7/1/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

nearpod
Transforming Teaching. Together.

Quote ID: 19650-310201437

Sales Order For:
Jason Sorich
ALUM ROCK UNION ELEMENTARY
2930 GAY AVE.
SAN JOSE, California 95127
UNITED STATES

Nearpod Contact:
Talia Hoffman
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 07/01/2020 **Service End:** 06/30/2021

Description	Quantity	Volume List Price	Discount	Total
Nearpod District License including access to the Nearpod Lesson Library featuring thousands of ready to run lessons. Access to Nearpod's growing Social & Emotional Learning offering. Access to Nearpod's growing College and Career Exploration offering. Access to Nearpod's expanding Digital Citizenship and Literacy program featuring Common Sense Education.	10000 - Students	$72,500.00	($10,984.85)	$61,515.15
Nearpod for English Learners: Specialized K-12 content for English Learners across all grades and subjects.	10000 - Students	$10,000.00	($1,515.15)	$8,484.85
Webinar: Up to 2-hour virtual session with a Nearpod Trainer for up to 20 participants.	4	$2,500.00	($2,500.00)	$0.00
			Total	(USD) $70,000.00

Nearpod Confidential. All rights reserved.

Terms

This Sales Order is valid until: 07/01/2019
Service runs from 07/01/2020 until 06/30/2021, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $70,000.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law.
Education List Pricing is only available for PreK-12 Education customers.
Please submit this price quote attachment with your Purchase Order.
Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod Services described herein and is governed by the Terms and Conditions available online at: https://nearpod.com/terms-conditions and the Privacy Policy available online at: https://nearpod.com/privacy-policy.

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

Name: _____

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: taliah@nearpod.com
or
FAX: +1 305-655-1999

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 16185

PROGRAM MANAGER: Barbara Campbell

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Planned Parenthood Mar Monte

   Address: 1746 The Alameda City: San Jose State: CA Zip: 95126

   Phone: (408) 795-3729 Email Address: Lindsay_Barbic@ppmarmonte.org

   SSN: _____ or Fed I.D. #: 94-1583489

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 14, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Planned Parenthood Mar Monte will facilitate eight(8) hours of sex education with 7th grade students and two(2) Puberty education lessons to 5th grade students district-wide. Lessons are aligned to meet the requirements of the California Healthy Youth Act and will be either in person, virtual, or a combination. Parent Preview night will be held to review lessons with parents, guardians, & caregivers of ARUSD students.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   X a. **Fee Rate:** $20,000.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:** 010 0000 0 5815 00 1110 1000 000000 305 5210

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$20,000.00	Planned	6/30/20
					Parenthood	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Attachment A

SCOPE OF WORK

(Planned Parenthood Mar Monte)

Comprehensive Sexual Health Education: Planned Parenthood Mar Monte will facilitate 8 hours of sex education aligned to meet the requirements of the California Healthy Youth Act with 7th grade students at all Middle School and K-8 schools in the Alum Rock Union Elementary School District. Lessons typically run the length of one class period Monday through Friday. Based on COVID-19 health guidance the lessons may be presented in person, through a live webinar or recorded lessons by Planned Parenthood Mar Monte educators.

Lessons will review and provide resources on the following topics: Minor's rights to confidential reproductive services and mandated reporting, reproductive anatomy, reproduction, gender, sexuality, healthy relationships, teen dating violence, consent, STI/HIV, STI/HIV prevention, contraception, communication, condom negotiation, sex trafficking, sexual harassment, pregnancy options, and accessing clinic services.

Puberty Education: Planned Parenthood Mar Monte will provide 2 lessons to 5th grade students at Elementary and K-8 public schools in the Alum Rock Union Elementary School District. Puberty education includes two lessons that review reproductive anatomy, defines puberty, and outlines the physical and emotional changes that may occur during puberty.

Lesson Preview for Parents- Planned Parenthood Mar Monte will facilitate a Parent-Preview to review Comprehensive Sexual Health Education lessons with parents, guardians, and caregivers of Alum Rock Union Elementary School District students.

Professional Development- Planned Parenthood Mar Monte will facilitate professional development trainings for ARUSD faculty who will be responsible for the implementation of Puberty Education lessons with 5th grade students. Planned Parenthood Mar Monte will provide guidance in curriculum selection and best practices for teaching growth and development lessons that are medically-accurate, age- appropriate and inclusive of all gender identifies.

Cost: $20,000 flat rate

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Jason Sorich

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Seesaw

   Address: 180 Montgomery St., Suite 750 City: San Francisco State: CA Zip: 94104

   Phone: (415) 870-4468 Email Address: nicole@seesaw.me

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Licenses for all ARUSD students, providing access to the district version of Seesaw. ~~Seesaw provides online, teacher created lessons and activities for all K-8 students, and a~~ communication platform for students and families; as well as virtual teacher professional development.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $42,416.00 (describe rate agreement) 20% district discount w/10,000+ students.

   $1,584.00 credit from LUCHA's implementation

5. **BUDGET CODE:** 060 3010 0 5815 00 1110 1000 000000 360 1190 Title I

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$42,416.00	Title I	CSR 7/1/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Seesaw

Company Address	180 Montgomery St. Suite 750 San Francisco, CA 94104 United States	Bill To Name	Alum Rock Elementary School District
		Created Date	6/15/2020
		Expiration Date	7/17/2020
Phone	(415) 870-4468	Quote Number	00020443

Please send any billing questions to accounting@seesaw.me

Contract Summary

Contract Start Date	7/1/2020	Contract End Date	6/30/2021
# of Students	10,000.00	Contract Notes	• May & June 2020 added on for free • 20% district discount with 10,000+ students • $1,584.00 credit from LUCHA's implementation
Grand Total	USD 42,416.00		

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Seesaw for Schools	10,000.00	USD 5.50	USD 55,000.00	7/1/2020
Volume Discount (10,000 - 19,999)	10,000.00	USD -1.10	USD -11,000.00	7/1/2020
Credit	1.00	USD -1,584.00	USD -1,584.00	7/1/2020

School Admin Contact (e.g. Principal, Director of Instructional Tech, etc.)

Name:_____ Email: _____

Title:_____ Phone: _____

Tech Contact (Who can help set up your school?)

Name:_____ Email: _____

Title:_____ Phone: _____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Name:_____ Email: _____

Title:_____ Phone: _____

School Address

Address:_____ City:_____

State:_____ Zip / Post Code:_____

This contract is a binding agreement. By signing, your school or district must pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Name: _____ Title: _____

Accepted By:_____ PO Number (if required):_____

Account must agree to the Terms of Service and Privacy Policy applicable to End Users prior to use of the end user services ("End User Services"). The Terms of Service and Privacy Policy (the "End User Agreements") may change from time to time as set forth therein, and are not governed by or subject to the terms of this Agreement, nor is Customer a third party beneficiary thereof. The End User Services are separate from the Services.

Professional Development

The following are PD resources that are included with your subscription:

- A one hour training for your district and building admins on the admin dashboard
- A one hour video conference training for your building tech coaches/teacher leaders
- Free Seesaw PD kits that include facilitator guides, customizable slides, handouts, and links to follow-up materials.
- Access to free webinars designed and hosted for Seesaw for Schools administrators and trainers.
- An interactive online course (2-3 hours) to become a Seesaw Ambassador (recommended one-two people per building).
- Account Management to help you plan the roll-out and customize as necessary.

Customer Obligations

Compliance

The Customer will use Seesaw's Services only as permitted under this Agreement and in accordance with our Terms of Service available at https://web.seesaw.me/terms-of-service (which may be amended by Seesaw from time to time).

Customer Administration of the Services

Customer will specify one or more Administrators ("Admin" or "Admins"). Customer is responsible for: (a) designating those individuals who are authorized to access the Admin Account(s); and (b) ensuring that all activities that occur in connection with the Admin Account(s) comply with the Agreement. Customer agrees that Seesaw's responsibilities do not extend to the internal management or administration of the Services for Customer and that Seesaw is merely providing services to the Customer for the provisioning of End User Accounts authorized and authenticated by the Customer.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez

Re: Recommend approval of refrigeration repair and services in Kitchens

Date: June 30, 2020

Background:

Child Nutrition Services has over 30 refrigeration units across our 21 kitchens. When units go down we require to seek refrigeration services and repairs as soon as possible to minimize food waste and support the sites storage needs.

Summary:

Child Nutrition Services sought three quotes from ESI, Wolf Mechanical, and R&R Refrigeration & Air Conditioning to obtain the best labor rate, truck fee rate and services. Child Nutrition Services elected to recommend the vendor with the best pricing and services offered.

Recommendation:

Child Nutrition Services recommends R&R Refrigeration & Air Conditioning Inc. as our refrigeration services and repair vendor for an approximate estimated value of $45,000.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Denisse Mendez

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: R&R Refrigeration & Air Conditioning Inc.

   Address: 1775 Monterey Hwy #66a City: San Jose State: CA Zip: 95112

   Phone: (408) 297-0383 Email Address: Matt_A@getcooled.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Provide service for all refrigeration equipment at the 21 Alum Rock School District kitchens/cafeterias. Remove/repair/replace parts and/or equipment when needed.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   _____ b. **Other:** $102.00/hr reg (describe rate agreement) $35 Truck Charge 1x per new call $153.00/hr OT

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
130-5310	-0-4370-00-0000	-3700-000000-4	80-3700	25,000		
130-5310	-0-5660-00-0000	-3700-000000-4	80-3700	20,000		

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

R & R REFRIGERATION & AIR CONDITIONING, INC.
1775 MONTEREY ROAD, SUITE 66A, SAN JOSE, CA 95112
(408) 297-0383 · (800) 742-2456 · FAX (408) 453-5853
CONTRACTOR'S LICENSE # 663524
www.getcooled.com

SINCE 1958

June 18, 2020

Child Nutrition Services
Scope of Work

Perform service and repairs for the Refrigeration equipment throughout the ARUSD school sites. Make equipment changes or replace parts as needed throughout the Refrigeration system including labor. Provide assistance to Denisse Mendez while technicians are on site and for emergency response. Perform Maintenance on equipment when requested per service agreement. Provide 24/7 response capabilities when needed. R&R will charge a one time "truck charge" of $35.00 for any new service call, and will bill at a rate of $102.00 per hour during normal business hours; after-hours will be at an overtime rate of $153.00 per hour.

*$102.00 is a preferred rate for ARUSD; it is 21% lower/discounted from our standard billable service rate of $130.00 per hour.

Matthew Arevalo
Sales & Service Manager

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Blossom Hill Glass & Mirror, Inc.

Date: June 23, 2020

Summary:
Due to frequent vandalism resulting in broken windows, it is necessary for the District to sustain a contract with a company that is adept at providing emergency glass repairs and replacements district-wide on an as needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Blossom Hill Glass & Mirror Inc. in the amount of $60,000.00 for the 2020 – 2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

PURCHASING
JUN 24 2020 PM2:25

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Maintenance (School/Dept.)

VENDOR NO. 23102

PROGRAM MANAGER: Ed Villarreal - Manager

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Blossom Hill Glass & Mirror, Inc

   Address: 370 Piercy Rd City: San Jose State: CA Zip: 95138

   Phone: (408) 629-7500 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Provides glass replacement due to vandalism district-wide.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $ $60,000.00 (describe rate agreement) _____

   Budget code: 010-0000-0-5815-00-0000-8100-000000-450-8140

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$60,000.00		M. Weston 6/24/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

370 Piercy Road

San Jose, Ca 95138

Ph: 408 629 7500 Fax: 408 629 9002

June 23, 2020

Blossom Hill Glass will provide all glass replacement for broken windows.

Prices vary depending on size of glass, they start at $300

If you need any further information, please contact the following:

Lon Brewon

Foreman

(408) 591-0782

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Adjustment- Environmental System, Inc. (ESI)

Date: July 1, 2020

Summary:

On October 10, 2019 the board approved contract (C206009) with Environmental System, Inc. in the amount of $44,000.00 for a variety of issues on the HVAC units at district-wide. An additional $40,000.00 was approved for the HVAC systems at Dorsa and LUCHA Elementary Schools for the maintenance and repair of falling systems that were installed in the summer of 2017 at both schools. The expenses ended up being more than expected and additional work was performed to get the HVAC systems running properly. We have outstanding invoices totaling the amount of $34,145.90 for the 2019 – 2020 fiscal year.

Recommendation:

Staff recommends that the Board of Trustees approve a contract increase by an additional $34,145.90 for a contract total of $126,545.90 for the 2019-2020 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. C206009 Contract Original Amount: $44,000.00

Vendor Name: Environmental Systems, Inc. (ESI) Vendor No. 022377

Please check:

- ____ Cancel P.O. / Contract
- ____ Change Item No.: _____
- ✓ Increase Amount Line Item No.: _____
- ____ Decrease Amount Line Item No.: _____
- ____ Add Line No.: _____
- ____ Delete Line No.: _____
- ____ Add/Change object code to: _____
- ____ Add Freight: $_____
- ____ Add Tax: _____%
- ____ Disencumber
- ____ Add/Change Prog. No. to: _____
- ____ Other _____

CONTRACTS ONLY

Change Orders:		
Contracts Original Amount		$44,000.00
Change Order #:	1	$40,000.00
Change Order #:	2	$ 8,400.00
Change Order #:	3	$34,145.90
New Contract Total (including Change Orders)		$126,545.90

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
	0000	0		00			000000					
	0000	0		00			000000					

Reason for Adjustment:

Please increase the amount on C206009 by $34,145.90 to pay outstanding invoices of work done district-wide.

Budget code: 050-8150-0-5815-00-0000-8100-000000-450-8130

M. Newton 6/17/20

School/Dept.: _____ Requested by: Gloria Rocha

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: 06/19/20 Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Precision Communication System, Inc.

Date: June 23, 2020

Summary:
The District needs to maintain a contract with an experienced and reliable company that can provide fire alarm inspections and maintenance services district-wide. The District currently has a propriety system which has been in place for many years, thus requiring the District to continue contracting with Precision Communication System, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Precision Communication System, Inc. in the amount of $22,000.00 for the 2020 – 2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. PURCHASING JUN 24 2020 PM2:25

FROM: Maintenance (School/Dept.)

VENDOR NO. 21534

PROGRAM MANAGER: Ed Villarreal - Manager

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Precision Communication System, Inc.

   Address: 2005 O'Toole Avenue City: San Jose State: CA Zip: 95131

   Phone: (408) 583-8140 Email Address:

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Provides fire alarm inspection and maintenance service district-wide. Fire alarm maintenance, installation, testing and inspection, central monitoring, clock/ PA, telephone installation and maintenance.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $ $22,000.00 (describe rate agreement) _____

   Budget code: 050-8150-0-5815-00-0000-8100-000000-450-8130

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$22,000.00		M. Deutsch 6/24/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Precision Communications

Systems

2005 O'Toole Ave · San Jose, CA 95131 · Ph: (408) 583-8140 · Fax: (408) 583-8123
corporate@precisioncommsystems.com · www.precisioncommsystems.com
C-10 Lic: 916419

May 6, 2020

Steven Doty
2005 O'Toole Ave.
San Jose, CA 95131

Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

To whom it may concern,

Thank you for allowing Precision Communications Systems, Inc. to provide you with the following service:

- Fire Alarm/Security – Maintenance/Service
- Fire Alarm/Security – Design/Engineering/Installation
- Fire Alarm/Security – Testing and Inspection
- Fire Alarm/Security – Central Station Monitoring – "Hardwired" or "wireless"
- Clock/PA/Telephone Data – Maintenance/Service
- Clock/PA/Telephone – Design/Engineering/Installation
- Audio/Video "AV" – Maintenance/Service
- Audio/Video "AV" – Design/Engineering/Installation
- Labor (normal business hours) - $125/hour
- Overtime - $187.50/hour, Sunday - $250/hour

We are confident that you will be satisfied with the services that we can offer.

If you have any questions or concerns, Please feel free to contact me any time.

As your needs change, we will be happy to help you evaluate those needs and offer you the services that will help you achieve your goals. Again, thank you for allowing Precision Communications Systems, Inc. to provide you an option.

Sincerely,

Steven W. Doty
President

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- San Jose Boiler Works

Date: June 23, 2020

Summary:
Due to frequent repair needs for the boilers district-wide, it is necessary to maintain a contract with an experienced and reliable company that can provide such needed repairs.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with San Jose Boiler Works in the amount of $25,000.00 for the 2020 – 2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

PURCHASING
JUN 24 2020 PM2:26

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **SAN JOSE BOILER WORKS**

VENDOR NO: 13223

ADDRESS: 1585 SCHALLENBERGERRD, SAN JOSE, CA 95131

FAX NUMBER: (408)295-5235

TELEPHONE NUMBER: (408)295-5235

TAX ID NUMBER: 94-2296833

E-Mail:

BOARD APPROVAL DATE: July 9, 2020

CONTRACT TERM: From: July 1, 2020 – June 30, 2021

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports:

A. One-line description for the Governing Board report: Provide maintenance service, and cleaning to the water boilers district-wide.

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$ 25,000.00

Program Manager/Principal _____ **Date:** 6/24/20

Supervisor _____ **Date:** _____

Fiscal Approval _____ **Date:** 6/24/20
Accountant

Director of Fiscal Services _____ **Date:** 6/24/20

Asst Supt, Bus Services _____ **Date:** 6/24/20

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

_____ a. **Fee Rate:** $ _____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

X
_____ c. **Other:** $25,000.00 FY 2020 - 2021

San Jose BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Contractors License # 307847

Date: 6/3/2020
Quotation #GE-060320-A

Alum Rock Union School District
Attn: Gloria

Re: Scope of Work

We provide boiler maintenance and service, as requested. By District personnel.

Work to be performed during normal working hours (M-F/7:30AM-4:00PM) unless otherwise agreed. Please let me know if you have any questions.

Notes: Prices are good for 30 days from the date of this quotation. Beyond that, please call to confirm pricing. Prices do not include installation of equipment, unless otherwise noted. Prices do not include sales tax, unless otherwise noted. If there is any suspicion of asbestos in the area in which we will be working, it must be abated by a certified abatement company before we begin any work. SJBW does not provide pipe and or tank insulating services as part of our installations or repair work. However, we can offer a number of companies that perform this type of work in order to save the end user (customer) money and avoid the unnecessary sub contract mark up. Please feel free to contact our office for a list of insulating contractors. Any required permits are not included and are the responsibility of others, unless stated otherwise in this quotation. Payment terms: Net 30 days on approved credit. First-time and large dollar amounts will require 50% or 100% payment prior to release of order, per factory standard policy. If there will be contract documentation, notarization, clearance or other administrative requirements for any quotations, additional fees will be added to the final invoice. The labor portion of this quotation is based on our standard current labor rates. If prevailing wage or certified payroll is required, it may be necessary to revise this quotation depending on the trade classification and or scope of the proposed work and location. For copper pipe installation and repairs, SJBW standard is press connection in lieu of solder wherever appropriate and applicable. If solder joining is requested or required, revisions to the quotation may be needed.

Sincerely,

Accepted By: _____

Garen Edwards
garen@sanjoseboiler.com

Please Print: _____

Purchase Order # _____

San Jose BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Current Labor Rates are as follows:

Monday-Friday:

Standard Rate (between 7:30a.m. - 4p.m.) =$225/hour

Overtime Rate (between 4p.m.- 6p.m.) = $337.50/hour

Double-time Rate (between 6p.m.-7:30a.m.) =$450/hour

Weekend & Holiday:

Double-time Rate= $450/hour

*****Minimum of two-hour charge per service call. Charges are portal to portal. (Begin when we leave our shop, and end upon our team's return.) Rates are subject to change.**

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Silicon Valley Security & Patrol, Inc.

Date: June 23, 2020

Summary:
Due to frequent vandalism it is necessary for the District to provide overnight security patrol seven days per week, including holidays, between the hours of 9:30 PM – 6:00 AM.

Below are the rates:
Regular Hourly Rate = $26.20
Holiday Hourly Rate = $39.30
Alarm Response = $50.00 (per call outside of normal patrol hours)

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Silicon Valley Security & Patrol, Inc. in the amount of $45,000.00 for the 2020 – 2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING JUN 24 2020 PM2:25

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance (School/Dept.) VENDOR NO. 21151

PROGRAM MANAGER: Ed Villarreal - Manager

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

   Name of Individual/Company: Silicon Valley Security & Patrol Inc.

   Address: 1131 Luchessi Dr., Suite #2 City: San Jose State: CA Zip: 95115

   Phone: (408) 978-2198 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date December 31, 2020

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Provides overnight security patrol seven days a week from 9:30pm - 6:00am. Service on weekends and holidays. Coverage including mobile and walking at facilities district-wide.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

   _____ a. **Fee Rate:** $_____ per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $ $45,000.00 (describe rate agreement) _____

   Budget code: 010-0000-0-5870-00-0000-8100-000000-450-8140

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$45,000.00		
						M. Deasto 6/24/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SILICON VALLEY SECURITY & PATROL, INC.

www.svsp.com

CORPORATE OFFICE
1131 Luchessi Drive
Suite 2
San Jose, CA 95118

1.408.978.2193
1.877.884.7877 Toll Free
1.408.978.2197 Fax

REGIONAL OFFICE
1540 Riverpark Dr.
Suite 103
Sacramento, CA 95815

REGIONAL OFFICE
1290 Sutter Street
Suite 208
San Francisco, CA 94109

SVSP SECURITY SERVICES PRICING & SCOPE OF WORK

COMPANY

Alum Rock Unified School District
2930 Gay Avenue
San Jose, CA 95127

PRICING

Silicon Valley Security & Patrol Inc proposes to conduct all security services in compliance with this request for proposal. SVSP having familiarized itself with the terms and conditions of the request in regards to all duties stipulated, and to provide all labor, material and service necessary for the performance of security services.

Service	Coverage	Yearly Hours	Hourly Rate	Estimated Yearly Cost
On-site Guard	9.30pm-6am Seven days Per Week	2,864	$26.20	$75,036.80
	9.30pm – 6am Holiday Coverage	56	$39.30	$2,200.80
	Monthly Cost			$6,436.47
	Yearly Cost			***$77,237.60***

Alarm Response

Service	Coverage	Rate
Alarm Response	Respond to alarm activations outside of normal patrol hours (9.30pm – 6am)	$50 (Per Call)

ADDITIONAL SERVICES

SMART Technology: SVSP will install SMART Technology, which will allow the guards to report all incidents real time and to include photographic, voice and text data to support the daily reports.

HOLIDAYS

SVSP will provide coverage on all holidays. We as a company honor the seven major holidays; Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day and New Year's Day. On these dates we will pay our officers overtime (Time and one half) and this will be reflected in our rate that we invoice our client.

INVOICING

SVSP will invoice you on a monthly basis with net return of thirty days. Cancellation of the contract requires thirty days written notice by either party.

SILICON VALLEY SECURITY & PATROL, INC.

www.svsp.com

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SCOPE OF WORK

- SVSP will supply an account manager who will be responsible for the day to day operation of this account and will liaise with the district representative as needed
- Patrol Officer's will be in full uniform providing coverage during the designated hours, seven days per week, including holidays. Any change in these hours must be submitted in writing.
- Patrols Officers will maintain a high standard of appearance and guards cards will be carried at all times.
- Patrol Officers when on-site will wear the assigned SVSP uniform which includes an SVSP shirt, Black pants, belt, bomber jacket, and protective footwear.
- Patrol Officers providing courtesy patrols of the various district facilities will be in a fully marked security vehicle including light bars.
- SVSP will provide and In-house dispatch to deal with emergency calls 24/7.
- Patrol Officers will check in with the account management team and dispatch on a regular basis to verify any pass-downs or operational issues.
- Patrol Officers when patrolling will use the SMART system. This report will be used real time to confirm the officer's movements in and around the various district facilities and these reports will be uploaded to the client's portal for review.
- Patrol Officers will patrol the exterior of the district buildings, to verify no loitering or trespassing. Any suspicious circumstances will be reported to the San Jose Police Department.
- Patrol Officers will escort anyone found loitering in and around any of the district properties off site. Any person refusing to leave, officers will contact the San Jose Police Department.
- Patrols Officers will complete DAR reports for each shift outlining any activity including maintenance issues, spillage, lights out, etc. Incident reports will be provided for any break ins, physical damage or injury. All reports will be uploaded to the client main portal real time for review.
- Patrol Officers will monitor vehicle traffic around the entrances to each district facility and any vehicle found illegally parked will be moved on. Any vehicle that refuses to leave the property the officers will contact SJPD for assistance.
- Patrol Officers when patrolling will report unauthorized personnel to the local authorities, and endeavor to prevent theft and vandalism.
- Patrol Officers will work with the San Jose police department to provide a safe and secure environment around the exterior of each of the district facilities.

SILICON VALLEY SECURITY & PATROL, INC.

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1290 Sutter Street
Suite 208
San Francisco, CA 94109

IN WITNESS THEREOF, the parties have entered into this agreement with an effective start date of **July 1st, 2020**.

Acceptance of Proposal/Contract- The prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We have read and agree to the terms and conditions as laid out in this proposal and confirm the start date as above.

ALUM ROCK UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SILICON VALLEY SECURITY & PATROL, Inc.

By: _____

Name: Gary Mills

Title: Vice President of Business Development

Date: June 19th, 2020

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. C1920169 Contract Original Amount: $20,250

Vendor Name: The Reilly Behavioral Group Vendor No. 22129

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Change org key/object code to: _____
_____ Change Vendor No. to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Change Order No.: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$20,250
Change Order #: 1	$8,000
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$28,250

Line #	FUND	LOCATION	PROGRAM	ACCOUNT	$ AMOUNT	Accountant Signature & Date
					+8,000	
1	080-	6512-0-	5815-00-	5790-1190-	000000-380-65	6/24/20

Reason for Adjustment: Additional need for direct services, parent support to students diagnosed with autism throughout the district.

School/Dept.: Special Education Department Requested by: LeAnne Depew

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: 6/29/20 Entered By: E.B.

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 20767

PROGRAM MANAGER: Anthony Colonna

1. **PARTIES:** The Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor:

Name of Individual/Company: Alette Brooks DBA: Autism Workshop

Address: 6724 Landerwood Ln. City: San Jose State: CA Zip: 95120

Phone: (408) 705-6869 Email Address: _____

SSN: 562-86-9424 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2020 end date June 30, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

Provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder district wide.

4. **COMPENSATION:** In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

X a. **Fee Rate:** $125.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

080-6512-0-5815-00-5750-1190-000000-380-6512

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS.OFC
				20,000		CBL 7/1/20

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Proposal

To: Tony Colona, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Licensed Educational Psychologist #763, Autism Specialist/Consultant

Date: April 29, 2020

Subject: Proposal for Services for 2020-2021 School Year

The following proposal outlines the activities that I am able to provide to the district to support your students with autism or suspected autism, as well as their programs and staff.

Section A. This section lists activities are typically provided during times that the district schools are open for direct contact with students:

1. Update status of autism program and confer with Director and other responsible personnel, providing input to facilitate the establishment of program priorities based upon staff interviews and school site observations.

2. Provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder, focused on issues with specific students or groups of students, and "Make 'n Take" materials for autism teachers and support staff as assigned. Consultation and targeted topic workshops which may be provided include the following, based upon director and staff input:
    (1) Understanding autism: strengths and challenges associated with this condition
    (2) Setting up a classroom for effective student learning and behavior management for students across the autism spectrum
    (3) Using proactive strategies to address ASD behavioral issues and developing informal behavior plans and formal BIPs that work
    (4) Effectively using a range of visual and physical structures to create positive learning environments
    (5) Developing a structured daily schedule that optimizes ASD student opportunities for learning, including group and individual schedules
    (6) Age-specific concerns for students with ASD (i.e., how to address necessary functional skills from preschool to middle school)
    (7) Translating IEP goals and objectives into lessons and learning activities that are specific to needs of students on the autism spectrum
    (8) Effective data collection and management of record-keeping systems to support instruction and IEP compliance
    (9) Formal and informal assessment techniques for ASD and tools for teachers and other support staff
    (10) Addressing challenging issues with parents (e.g., desires for a specific methodology, requests for "more", when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction, needs for academic vs. functional skills training) and parent education
    (11) Social communication deficits in autism and strategies for providing tools and opportunities for students to engage with others
    (12) Optimizing mainstreaming experiences for student with autism, classmates, and school community through use of proactive strategies employing student strengths and consequent strategies for addressing characteristic challenges of ASD

(13) Support in employing specific recommended practices in autism with fidelity and in-depth consultation in aspects of research-based methodologies (e.g., TEACCH, ABA, Social Stories, social skills training, PECS, etc.)
(14) Training and support in using legally-defensible verbal and written communication skills, with a focus on IEPs and reports for students with autism
(15) Addressing the specific challenges of full inclusion of students with high-functioning autism in general education settings

3. Conduct observations in SDC classrooms and general education classrooms where students on the ASD spectrum are mainstreamed or included to gather the following information:
   a. Instructional methodologies employed
   b. Accommodations and modifications for specific student's needs
   c. Fidelity of use of treatments (e.g., TEACCH, ABA, BIPs, etc.)
   d. Intensity of instruction and learning opportunity frequency for students
   e. Meeting the range of needs of the students in the classroom
   f. Classroom organization and coordination
   g. Appraisal of the degree to which identified student's needs are being met
   h. Articulation of programmatic elements and communication
      (1) During transitions during the day (e.g., mainstreaming, campus activities)
      (2) Transitions from one level or teacher to the next within a school site
      (3) Transitions from one school to another
      (4) Transitions from COE to district programs, or vice versa
      (5) Campus support for SDC programs, staff and students

4. Review student records as assigned to support program development with a focus on the following information:
   a. Defensibility of reports and IEPs
   b. Student assessment and goal information, for comparison purposes to assess how the data is translated into classroom practice
   c. Efficacy of classroom data management systems

5. Provide consultation to teachers and staff on an assigned/as-needed basis to support the needs of students with ASD identified above

6. Attend IEP meetings for students with autism/suspected autism as assigned with necessary preparation and follow-up with the teacher

7. Facilitate team meetings to increase coherence throughout district SDC classes in their services for students on the autism spectrum

8. Provide coaching for individual teachers and their staffs to develop specific skills as indicated in areas of need for students with ASD
   (1) Single or short term classroom visits, demonstrations, and immediate follow-up meetings with teacher/staff to discuss targeted issues and skills
   (2) Coaching with periodic follow-up (6 to 8 weeks)
   (3) New classroom set-up, with intensive collaboration initially and periodic follow-up after classroom is up and running

9. As part of a multidisciplinary team, provide educational psychologist assessment services as assigned to provide information in the identification of individuals who may have an Autism Spectrum Disorder, or assistance to the team in ruling-out autism.

Section B. This section outlines additional and/or modified services available during times that schools are closed for direct services but are conducting distance learning due to coronavirus:

1. All activities listed in Section A (with the exception of Section A-3: direct observation of ongoing classrooms) can be provided via telephone, video conferencing, or through such interactive platforms as Zoom. Training modules can be created for teachers to access as needed or assigned.

2. Activities requiring direct observation of students or teachers, such as in section A-3, can be conducted as appropriate through live streaming or video analysis.

Thank you so much for the opportunity to work with a great team!

Sincerely,

Alette M. C. Brooks

Alette Brooks, Ph.D., LEP #763
Licensed Educational Psychologist
Autism Specialist/Consultant

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. _____ Contract Original Amount: $ 20,000.00

Vendor Name: Language People Vendor No. 18638

Please check:

- ____ Cancel P.O. / Contract
- ____ Change Item No.: _____
- ✔ Increase Amount Line Item No.: _____
- ____ Decrease Amount Line Item No.: _____
- ____ Add Line No.: _____
- ____ Delete Line No.: _____
- ____ Add/Change object code to: _____
- ____ Add Freight: $_____
- ____ Add Tax: _____%
- ____ Disencumber
- ____ Add/Change Prog. No. to: _____
- ____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 20,000.000
Change Order #: #1	$ 17,500.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$ 37,500.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
010	0000	0	5815	00	1110	1000	000000	305	1140	12,000.		
010	0000	0	5815	00	1110	1000	000000	360	5420	5,500.		

Reason for Adjustment:
To increase amount of the contract to $17,500.00, reference contract# C1920021. This is to pay all the unpaid invoices for the service of Language People to Alum Rock School District for school year of 2019-2020.

School/Dept.: State & Federal Dept Requested by: Sandra Garcia

Approval: _____ Assistant Superintendent of Business Services
(for Contracts Only)

_____ IMEE ALMAZAN FOR SANDRA GARCIA Program Manager

_____ Purchasing Manager

Date Requested: _____ Date Entered: _____ Entered By: _____

(Pursuant to Public Contract Code 20118.4, the total cost of change orders shall not exceed the greater of $15,000.00 or 10% of the original contract amount. The ARUESD Board of Trustees must approve changes exceeding these limits.)

10.06

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandums of Understanding as summarized on the sheet dated July 9, 2020

Recommendation:
Staff recommends acceptance of this memorandums of understanding.

Prepared by:: Maria Martinez M.M. Title: Procurement Manager

Approved by: Kolvira Chheng K.C Title: Assistant Superintendent of Business Services

To the Board of Trustees: Meeting: July 9, 2020

Recommend Approval Regular Board Meeting

10.06

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
July 9, 2020 Board Meeting

MEMORANDUMS OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Fischer M.S George Kleidon	08/06/20- 05/31/21	Santa Clara County Office of Education	$11,340.00	Provide ELD professional learning series trainings in person or virtually to the entire staff on academic discourse, systems and structures, and assessment. Our ELD team will receive monthly trainings, classroom support, and observation feedback in these areas as well. Funding: Restricted
Human Resources Carlos Moran	07/01/20- 06/30/25	San Francisco State University	No cost	***Multi-year Contract*** Student Teaching Agreement for student teaching placements for preliminary credentials as per the requirements by the California Commission on Teacher Credentialing in the following credential areas: Multiple Subject, SingleSubject, Education Specialists and Adapted Physical Education. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Fischer Middle School (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6690 Email: Barbara_Flores@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 6, 2020 end date May 31, 2021

CONTRACTOR'S OBLIGATION:

Description of services to be provided: (Please attach proposals, scope of work, and other documentation.)

This ELD professional learning series is to provide trainings to the whole staff on academic discourse, systems and structures, and assessment. Our ELD team will receive monthly trainings, classroom support, and observation feedback in these areas as well.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Invoice) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $11,340 Payments will be sent quarterly.

Describe other related costs: _____

BUDGET CODE: 060-3182-0-5815-00-1110-1000-000000-130-3182 OL 7/01/20
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/17/2020

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Fischer Middle School
and
Santa Clara County Office of Education

Memorandum of Understanding

June 9, 2020

This is a memorandum of understanding between Alum Rock Union School District (ARUSD) and the Santa Clara County Office of Education (SCCOE). The goal of this professional learning series is to provide training to Fischer Middle School staff in the following areas:

- Academic Discourse
- Assessment
- Systems and structures

This memorandum of understanding is intended to define:

- Use of resources
- Articulation of monies
- Coordination and delivery of professional learning

1.0 Use of Resources

- ARUSD will provide a meeting place for the professional learning for face to face meetings, otherwise, the trainings will be virtual with SCCOE providing the resources to access the meetings.
- SCCOE will provide 2 Multilingual and Humanities coordinators for the professional learning.
- SCCOE will provide physical materials and electronic materials.

2.0 Articulation of Monies-Reimbursement Plan

2.1 ARUSD will pay up to $11,340 to the SCCOE (see attached Proposal of Services for the breakdowns). The rates for services provided by the SCCOE are $810 for full day per trainer (4+ hours) and $405 for half day per trainer (less than 4 hours).

2.2 Monies will be paid upon receipt of invoice. Invoices for completed work will be issued quarterly.

2.3 ***In the event of session cancellation(s) or rescheduling, notification must be made to the SCCOE in writing at least ten working days prior to the training dates.***

3.0 Coordination and Delivery of Professional Learning

3.1 SCCOE and ARUSD will finalize the dates and presenters with at least 20 days' notice. The proposed dates are 16 half day sessions to support teacher professional learning, including monthly department meetings with ELD teachers and 6 half day sessions with both Coordinators to support principal and leadership professional learning.

3.2 SCCOE will provide 2 Multilingual and Humanities coordinators to facilitate the services.

3.3 The services will take place between August 2020 and June 2021.

3.4 ARUSD will provide SCCOE coordinators with the intended outcomes/topic of each workshop no later than three weeks before the workshop date. If the outcomes are not determined within this timeframe, SCCOE reserves the right to cancel the training.

3.5 Date, Time, and Location: ARUSD will notify SCCOE of the specific location and start/end times for each meeting at least 3 days prior to the meeting.

4.0 Other Conditions

4.1 Insurance: ARUSD and SCCOE shall maintain a certificate of insurance in the business office of each respective office.

4.2 Indemnity: ARUSD and SCCOE shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the memorandum of understanding.

By: _____
Signature of Authorized Official

Santa Clara County Office of Education

Title: _____

Date: _____

Address: 1290 Ridder Park Drive
San Jose CA 95131

By: _____
Signature of Authorized Official

Alum Rock Union School District

Title: Principal

Date: 6/17/2020

Address: 2930 Gay Ave
San Jose CA 95127

Santa Clara County Office of Education

Proposal of Services: Fischer Middle School, ARSD
2020-2021 School Year

Below is an outline of our professional learning plan for the staff at Alum Rock School District. As per your request, the goal of this professional learning series is to provide training to a PLC of teachers on the EL Toolkit of Strategies over the course of four afternoon sessions..

Teachers: 6th - 8th Grade
Location: Fischer Middle School, ARSD *(virtual or in person)*
Days: 5 professional learning sessions, 10 department meetings with ELD teachers, 6 leadership meetings
Trainers: Barb Flores, Deedy Camarena
Rate: $405 per half day (<4 hours) per trainer*

Key areas to cover:

- Academic Discourse
- Assessment
- Systems and structures

All Staff: Focus on instructional practices to implement academic discourse
ELD Department Meetings: Focus standards, assessment, and progress monitoring
Leadership meetings: Focus on data, assessments, systems and structures to effectively implement ELD

Focus: English Language Development	
Activity	**Fee Structure**
Academic Language Part 1 (August 10 - 8:30-11:30)	$405
Academic Language Part 2 (one hour) - October	$405
Academic Language Part 3 - January	$405
Academic Language Part 4 - March	$405
Academic Language Part 5 - May	$405

ELD Department Meeting, August 6 (2 hours)	$405
ELD Department Meeting, September 2	$405
ELD Department Meeting, October 7	$405
ELD Department Meeting, November 5	$405
ELD Department Meeting, December 3	$405
ELD Department Meeting, January 6	$405
ELD Department Meeting, February 4	$405
ELD Department Meeting, March 3	$405
ELD Department Meeting, April 7	$405
ELD Department Meeting, May 5	$405
ELD Department Meeting, June 10	$405
Leadership Meeting*	$810
Leadership Meeting*	$810
Leadership Meeting*	$810
Leadership Meeting*	$810
Leadership Meeting*	$810
Leadership Meeting*	$810
Total *(not to exceed)*	$11,340

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: _____

Human Resources (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

- [✓] **MOU** (negotiated Agreement)
  - [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
  - [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (BUS-109) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: San Francisco State University

Address: 1600 Holloway Avenue, CY140 City: San Francisco State: CA Zip: 94132

Phone: (415) 405-3825 Fax: ( )

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: effective dates 07/01/2020 to 06/30/2025

CONTRACTOR'S OBLIGATION:
Description of services to be provided: (Please attach proposals and other documentation if necessary.)

Student Teaching Agreement for student teaching placements for preliminary credentials as per the requirements by the California Commission on Teacher Credentialing in the following credential areas: Multiple subject, SingleSubject, Education Specialists and Adapted Physical Education.

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form BUS-106) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a or b)

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

✓ b. **Other:** $0.00

Describe rate agreement or other costs: No Cost

BUDGET CODE: N/A - No Cost

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [signature] Date: 6/24/2020

Director of Fiscal Services: [signature] Date: 6/24/20

Asst. Supt., of Business Services: [signature] Date: 6/24/20

Superintendent: _____ Date: _____

Board of Trustees: _____ Date: _____

STUDENT TEACHING AGREEMENT
SAN FRANCISCO STATE UNIVERSITY
AND
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

THIS AGREEMENT is entered into by and between the Trustees of the California State University (the University), which is the State of California acting in a higher education capacity through its duly appointed and acting officer on behalf of San Francisco State University, hereinafter called "the University" and the above named School District, hereinafter called "the District".

WHEREAS, the California Commission on Teacher Credentialing is an agency in the Executive Branch of California State Government, created in 1970 by the Ryan Act as the autonomous state standards boards for educator preparation for the public schools of California, the licensing and credentialing of professional educators in the State, the enforcement of professional practices of educators, and the discipline of credential holders in the State of California;

WHEREAS, pursuant to the provisions of the California Education Code, the governing board of any school district is authorized to enter into agreements with any California State University, the University of California, or any other university or college accredited by the California Commission on Teacher Credentialing as an educator preparation institution to provide teaching practicum and administrative experience to University students enrolled in the credential curricula of such institutions (to include but not exclusive to Multiple Subjects Credential, Single Subjects Credential, Education Specialist; Clinical Rehabilitation Services Credentials; Added Authorizations in Adapted Physical Education, Bilingual Education, and others; and Administrative Services Credential); and

WHEREAS, the University represents that it is accredited by the California Commission on Teacher Credentialing as an educator preparation and credentialing institution.

NOW THEREFORE, it is mutually agreed between the parties hereto as follows:

GENERAL PROVISIONS

1. The term of this agreement shall be from July 1, 2020 to June 30, 2025.

2. The District shall provide practicum experience through practice teaching or administrative experience in schools and classes of the District in accordance with California Commission on Teacher Credentialing Standards. Students of the University shall be assigned by the University to practice teaching or administrative experiences in schools or classes in the District for the term as set forth in special provisions. Such practice teaching or administrative experiences shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District as the District and the University through which their duly authorized representatives may agree upon. The assignment of a student teacher or administrative intern is the joint responsibility of the District and the University.

   The District may, for good cause, refuse to accept any student of the University assigned to practice teaching or administrative duties in schools or classes of the District. The University may, for good cause, terminate the assignment of any student of the University to practice teaching or administrative duties in the District.

"Practice Teaching" or "Administrative Internship", as used herein and elsewhere in this agreement, means active participation in the duties and functions of the classroom teaching or school site under the direct supervision and instruction of employees of the District. These employees shall hold valid life diplomas or credentials issued by the State Commission on Teacher Credentialing, other than emergency, intern, or provisional credentials, and be authorized to serve as classroom teachers or principals in the schools or classes in which the practice teaching or administrative internship is provided.

3. Each "semester unit of practice teaching or administrative experience" as used herein and elsewhere in this agreement for elementary and secondary schools equals approximately twenty (20) minutes of practice teaching daily for five (5) days a week for sixteen (16) weeks. Other components of the student teaching experience, based on standards for educator preparation determined by the CTC shall include:

- Students should be given ample time to participate in the school activities from the beginning to the end of the year.
- Students should be given ample time to participate in multiple placements per elementary, middle and high school settings, based on specific credential requirements.
- Students should have at least 12 to 16 hours for Adapted Physical Education teachers and 20-25 hours per week for elementary, secondary and special education candidates to work in specified site.
- Students should be allowed to experience two full weeks (all day) of student teaching or administrative experience. Students should be allowed to participate in school settings for a maximum of 16 weeks per semester of teaching or administrative experience.
- Students should participate in inclusive education programs that provide the Least Restrictive Environment (LRE) for all TK-12th grade students.
- Students should participate in robust programs and support for English learners that provide opportunities that reflect, to the extent possible, socioeconomic and cultural diversity.
- Students should be permitted the opportunity for video capture for candidate reflection and Teaching Performance Assessment (TPA) completion, following appropriate parental and school consent procedures.

4. Responsibilities of the University program in provision and preparation of student teaching and/or administrative experiences for candidates placed in the District shall include the following, as per CTC educator preparation standards:

- The University provides initial orientation for preparation of University supervisors and district-employed supervisors (referred to hereafter as cooperating teachers) of clinical practice experiences to ensure all supervisors understand their role and expectations.
- The University provides cooperating teachers a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The University ensures that cooperating teachers remain current in the knowledge and skills for candidate supervision and program expectations, specifically the program curriculum and assessments, including the Teaching Performance Expectations (TPEs) and the Teaching Performance Assessment (TPA) model chosen by the program.
- University supervisors will minimally provide formal evaluation of each candidate 6 times per semester.

- University supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the Teaching Performance Expectations (TPEs), that produce data that can be aggregated and disaggregated.

5. District responsibilities in the preparation of student teacher and administrative candidates include the following, as per CTC educator preparation standards:

   - Following a collaborative process of placing student teachers and administrative intern candidates with selected cooperating teachers, the cooperating teachers in the District minimally provide 5 hours per week of support and guidance to each candidate during the final semester of student teaching or internship experience.
   - Assurance that each school site employs a fully qualified site administrator (principal or equivalent).
   - Assurance that each selected cooperating teacher holds a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience.

6. Collaborative responsibilities of the University and the District in the selection of school sites and supervisors include the following, as per CTC educator preparation standards:

   - Collaborative selection of clinical sites (schools) will be conducted by University and District personnel that demonstrate commitment to evidence-based practices and continuous program improvement, have partnerships with other appropriate educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, that reflect, to the extent possible, socioeconomic and cultural diversity, and permit video capture for candidate reflection and TPA completion.
   - The University and District will collaboratively select cooperating teachers who are credentialed or who have equivalent experience in educator preparation, based on mutually agreed upon criteria that are consistent with CTC standards. Supervisors should be experts in the content area of the candidate being supervised and should have recent professional experiences in school settings where the curriculum aligns with California's adopted content standards and frameworks, and the school should reflect the diversity of California's student population.
   - The University and District collaboratively match candidates and district-employed supervisors.

7. An assignment of a student of the University to practice teaching or administration in the District shall be deemed to be effective for the purposes of this agreement as of the date student presents to the proper authorities of the District the assignment card or other document given by the University effecting such assignment, but not earlier than the date of such assignments as shown on such card or other document. Absences of a student from assigned practice teaching or administrative practicum shall not be counted as absences in computing the semester units of practice teaching or APE or administrative practicum provided the student by the District.

8. District shall be responsible for damages caused by the negligence of its officers, employees and agents. University shall be responsible for the damages caused by the negligence of its officers,

employees and agents. The intent of this paragraph is to impose responsibility on each party for the negligence of its officers, employees and agents.

9. University shall maintain Student Professional Liability Insurance for its students for the entire duration of this agreement. Evidence of such coverage shall be furnished upon request by District.

10. University is permissibly self-insured for its general liability, motor vehicle liability, worker's compensation and property exposures. District unless permissibly self-insured itself shall maintain in full force Commercial Liability Insurance and Professional Liability Insurance with limits no less than $1,000,000/$3,000,000 aggregate. Evidence of such coverage shall be furnished upon request by District and University.

11. It is understood and agreed by the parties that all students shall be considered learners and are not covered by Workers Compensations of either party. They shall not replace District staff except as may be necessary as a part of their educational training.

12. Notwithstanding any other provision to the contrary, this Agreement may be terminated without cause at any time by either party upon ninety (90) days' prior written notice to the other party or upon completion of the students' rotation, whichever is greater. In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

13. This agreement may be amended or modified at any time by mutual written consent of both parties.

14. Exhibit A is incorporated herein by reference and made a part of this agreement.

IN WITNESS WHEREOF, the undersigned have executed this agreement on the date and year set forth below.

By _____
Rabea Woerthwein-Mack
Director of Procurement

_____
(Date)

"University"
San Francisco State University
1600 Holloway Avenue, CY140
San Francisco, CA 94132
Tel: 415-405-3825
rabeawm@sfsu.edu

By _____
Dr. Hilaria Bauer
Superintendent

_____
(Date)

"District"
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, Ca 95127
(408) 928-6822
hilaria.bauer@arusd.org

SCHOOL BOARD CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on 07/09/2020. (month/day/year)

"It was moved, seconded and carried that the attached contract with the Trustees of the California State University for the State University, whereby the University may assign students to the schools in the Alum Rock Union Elementary School District for practice teaching be approved."

Alum Rock Union Elementary School District

Santa Clara
County

By _____
Andrés Quintero, Clerk
Of the Board of Trustees

Rev. 6/11/2020

Exhibit A
COVID-19 Representation

DISTRICT is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". DISTRICT is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. DISCTRICT, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, DISTRICT will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time DISTRICT becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.

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

10.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: June 30, 2020

Subject: **Quarterly Report on Williams Uniform Complaints**

Staff Analysis: The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during April 1, 2020 through June 30, 2020. There were no complaints.

Recommendation: Staff recommends approval of the Quarter four Report on Williams Uniform Complaints.

Submitted by: Sandra Garcia Title: Director of State & Federal Programs

Approved by: Rene Sanchez Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: July 9, 2020

Recommended Approval

10.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Academic School Year 2019-2020
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock School Districtg

Person completing this form: Sandra Garcia Title: Director of State & Federal

Quarterly Report Submission Date:
(Please check one)

- ☐ Jul 1 – Sep 30, 2019 (due Oct 27, 2019)
- ☐ Oct 1 – Dec 31, 2019 (due Jan 27, 2020)
- ☐ Jan 1 – Mar 31, 2020 (due Apr 27, 2020)
- ☑ Apr 1 – Jun 30, 2020 (due Jul 27, 2020)

Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

- ☑ No complaints were filed with any school in the district during the quarter indicated above.
- ☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy of Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Hilaria Bauer, Ph.D.
Print Name of District Superintendent

Signature of District Superintendent

Superintendent
Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Equity and Educational Progress Division
Mayra Ayala, mayra_ayala@sccoe.org