ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
January 14, 2021

Thursday, January 14, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #11-20/21
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 January 14, 2021, 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. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comments.
2. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting https://zoom.us/j/89961807149
One tap mobile
+4086380968, Meeting ID:89961807149# US (San Jose)
+16699006833, Meeting ID:89961807149# US (San Jose)
Zoom Spanish Interpretation available- Zoom Instructions link www.arusd.org/zoomesp. If you call in you will not be able to access this function.
THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv
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 CORINA HERRERA-LOERA.

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to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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

2.01 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2021-June 30, 2024.

2.02 PUBLIC HEARING. AREA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2021-June 30, 2024.

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. 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.)

5.01 Board Policy 5145.7, Sexual Harassment-Students – First Reading (Information Only).

5.02 Consider and Approve the formation of a District Facilities Repurposing Advisory Committee (Educ. Code section 17387 et seq.). Per the Education Code, this committee will include at least 7 members and no more than 11 members and is proposed to be made of representatives from different stakeholders groups, including one individual representing: DAC, DELAC, SPARC ,AREA, CSEA, Teamsters, ARAA, Community Based-Organizations, local area business, Neighborhood Association, Facilities Use and Management. This committee will be co-facilitated by Mr. Rene Sanchez, Asst. Sup. of Academic Services, and a committee elected chairperson.

5.03 Approve Resolution No. #26-20/21; Condemning the Violent, Seditious Actions at our National Capitol Inflicted by President Donald Trump.

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

6.01 Approve Amended Board Policy 3555, Nutrition Program Compliance - Second Reading

6.02 Approve Resolution No. 25-20/21 California School Finance Authority (CSFA) - Tax Revenue Anticipation Notes (TRANs) 2020-2021.

7. INSTRUCTIONAL SERVICES--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 Approve Board Policy 6173, Education for Homeless Children-Second Reading.

8. 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.)

8.01 Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2021-June 30, 2024.

8.02 Ratify One-Time Off-Schedule Payment to CSEA Bargaining Unit Members Pursuant to "me, too" Provision for 2019-2020 School Year.

9. 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.)

9.01 Approve Acceptance of Donations.

9.02 Approve Acceptance of Vendor & Payroll Warrants.

9.03 Approve Acceptance of Grants/Awards Notification.

9.04 Approve Resolution No. 18-20/21; AFRICAN AMERICAN HISTORY MONTH.

9.05 Approve Quarterly Report on Williams Uniform Complaints.

9.06 Approve Resolution No. 24-20/21 Inventory Disposal.

9.07 Approve Contracts for Professional Services -Firms/Organizations.

9.08 Approve Memorandum(s) of Understanding(s).

9.09 Approve School Accountability Report Cards (SARC).

9.10 Approve/Ratify Notices of Employment and Changes of Status/January 14, 2021/Human Resources Department

10. CLOSED SESSION

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

10.02 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.

10.03 CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of section 54956.9: one (1) potential case.

10.04 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.

10.05 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. RECONVENE TO OPEN SESSION-DISTRICT OFFICE BOARD ROOM

11.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

12. FUTURE BOARD AGENDA REQUESTS

12.01 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

13. ADJOURNMENT

13.01 President adjourns the meeting.

14. NEXT MEETING(S)

14.01 February 11, 2021 (2020-21 School Year).

2.01

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: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2021-June 30, 2024.**

Staff Analysis:

The District wishes to open negotiations with AREA for the period of July 1, 2021-June 30, 2024. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to AREA for the period of July 1, 2021-June 30, 2024 for public hearing and comment.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: **Public Hearing**

2.01

Agenda Placement

Meeting: January 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

January 8, 2021

To: Alum Rock Union School District Board of Trustees

Superintendent, Hilaria Bauer

From: Alum Rock Educators Association

Re: AMENDED - Sunshine Notice to Open Negotiations for 2021-24 Collective Bargaining Agreement

Alum Rock Educators Association intends to open the following articles in negotiations with Alum Rock Union Elementary School District in February 2021 pursuant to Article 3.1 "Negotiations" of our 2018-2021 Collective Bargaining Agreement.

- Article 1 Agreement: Change dates
- Article 3 Negotiations: Change dates
- Article 4 Calendar: Clarify work year
- Article 9 Hours: Improve and clarify language regarding members' hours of employment
- Article 10 Class Size: Improve and clarify language regarding members' class size
- Article 14 Transfer, Assignment, and Reassignment: Clarify language
- Article 16 Salary: Improve salary to recruit and retain qualified members
- Article 17 Benefits: Improve benefits to recruit and retain qualified members

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

2.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. AREA Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2021-June 30, 2024.**

Staff Analysis:

AREA wishes to open negotiations with the District for the period of July 1, 2021-June 30, 2024. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, AREA hereby presents its initial bargaining proposal to the District for the period of July 1, 2021-June 30, 2024 for public hearing and comment.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: **Public Hearing**

2.02

Agenda Placement

Meeting: January 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CALIFORNIA TEACHERS ASSOCIATION
ALUM ROCK EDUCATORS ASSOCIATION/CTA/NEA

January 6, 2021

To: Alum Rock Union School District Board of Trustees

Superintendent, Hilaria Bauer

From: Alum Rock Educators Association

Re: Sunshine Notice to Open Negotiations

Alum Rock Educators Association intends to re-open the following articles in negotiations with Alum Rock Union Elementary School District in February 2021 pursuant to Article 3.1 "Negotiations" of our 2018-2021 Collective Bargaining Agreement.

- Article 1 Agreement: Change dates
- Article 3 Negotiations: Change dates
- Article 4 Calendar: Change dates and clarify work year
- Article 9 Hours: Improve and clarify language regarding members' hours of employment
- Article 10 Class Size: Improve and clarify language regarding members' class size
- Article 14 Transfer, Assignment, and Reassignment: Improve and clarify language regarding members' transfer and assignment rights
- Article 16 Salary: Improve salary to recruit and retain qualified members
- Article 17 Benefits: Improve benefits to recruit and retain qualified members

1333 Piedmont Rd Ste 106, SAN JOSE, CA 95132-2475

408.272.0601 • FAX: 408.272.7569 • WWW.CTA.ORG

nea

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

5.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 5145.7, Sexual Harassment-Students – First Reading (Information Only).**

Attached is the first reading for Board Policy 5145.7, Sexual Harassment-Students.

Submitted by: Hilaria Bauer Title: Superintendent

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

Meeting: January 14, 2021
Regular Board Meeting

5.07
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

Sexual Harassment

BP 5145.7
Students

The Board of Trustees is committed to maintaining a safe school environment that is free from harassment and discrimination. The Board prohibits, at school or at school-sponsored or school-related activities, sexual harassment targeted at any student by anyone. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 5131 - Conduct)
(cf. 5131.2 - Bullying)
(cf. 5137 - Positive School Climate)
(cf. 5145.3 - Nondiscrimination/Harassment)

The district strongly encourages ~~any~~ students who feels that ~~he/she is~~they are being or ~~has~~ have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who has experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact ~~his/her~~their teacher, the principal, the district's Title IX Coordinator, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the Title IX Coordinator~~principal or a district compliance officer~~.

Once notified, the Title IX Coordinator ~~principal or compliance officer~~ shall ensure the complaint or allegation is addressed through AR 5145.71 - Title IX Sexual Harassment Complaint Procedures or BP/AR 1312.3 - Uniform Complaint Procedures, as applicable. Because a complaint or allegation that is dismissed or denied under the Title IX complaint procedure may still be subject to consideration under state law, the Title IX Coordinator shall ensure that any implementation of AR 5145.71 concurrently meets the requirements of BP/AR 1312.3.

~~take the steps to investigate and address the allegation, as specified in the accompanying administrative regulation.~~
~~(cf. 0410 - Nondiscrimination in District Programs and Activities)~~
(cf. 1312.1 - Complaints Concerning District Employees)
(cf. 1312.3 - Uniform Complaint Procedures)
~~(cf. 5131 - Conduct)~~
~~(cf. 5131.2 - Bullying)~~
~~(cf. 5137 - Positive School Climate)~~

FIRST READING

(cf. 5141.4 - Child Abuse Prevention and Reporting)
(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

~~(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)~~
~~(cf. 5145.3 - Nondiscrimination/Harassment)~~
~~(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)~~
~~(cf. 6142.1 - Sexual Health and HIV/AIDS Prevention Instruction)~~

The Title IX Coordinator shall offer supportive measures to the complainant and respondent, as deemed appropriate under the circumstances.

The Superintendent or designee shall inform students and parents/guardians of ~~take appropriate actions to reinforce~~ the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's web site, and including it in student and staff handbooks. All district staff shall be trained regarding the policy.

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate instruction and information on sexual harassment. Such instruction and information shall include:

1. What acts and behavior constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence

2. A clear message that students do not have to endure sexual harassment under any circumstance

3. Encouragement to report observed incidents~~instances~~ of sexual harassment~~,~~ even when~~where~~ the ~~——~~alleged victim of the harassment has not complained

4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved

5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and ~~prompt~~ action shall be taken to respond to ~~stop any~~ harassment, prevent recurrence, and address any continuing effect on students

6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

FIRST READING

7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues

8. A clear message that, when needed, the district will implement supportive~~take interim~~ measures to ensure a safe school environment for a student who is the complainant or victim of sexual harassment and/or other students during an investigation ~~and that, to the extent possible, when such interim measures are taken, they shall not disadvantage the complainant or victim of the alleged harassment~~

~~Complaint Process and~~ Disciplinary Actions

~~The Superintendent or designee shall ensure that any complaints regarding sexual harassment are immediately investigated in accordance with administrative regulation. When the Superintendent or designee has determined that harassment has occurred, he/she shall take prompt, appropriate action to end the harassment and to address its effects on the victim.~~

~~Sexual harassment complaints by and against students shall be investigated and resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. Principals are responsible for notifying students and parents/guardians that complaints of sexual harassment can be filed under AR 1312.3 and where to obtain a copy of the procedures.~~
~~(cf. 1312.3 - Uniform Complaint Procedures)~~

Upon completion of an investigation of a sexual harassment complaint, any student found to have engaged in sexual harassment or sexual violence in violation of this policy shall be subject to disciplinary action. For students in grades 4-8, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

(cf. 5144 - Discipline)
(cf. 5144.1 - Suspension and Expulsion/Due Process)
(cf. 5144.2 - Suspension and Expulsion/Due Process (Students with Disabilities))

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including dismissal, ~~have his/her employment terminated~~ in accordance with law~~s~~, and the applicable collective bargaining agreement.

(cf. 4117.7 - Employment Status Report)
(cf. 4118 - Dismissal/Suspension/Disciplinary Action)
(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)
(cf. 4218 - Dismissal/Suspension/Disciplinary Action)
~~(cf. 4119.11/4219.11/4319.11 - Sexual Harassment)~~

~~Confidentiality and~~ Record-Keeping

FIRST READING

~~All complaints and allegations of sexual harassment shall be kept confidential except as necessary to carry out the investigation or take other subsequent necessary action. (5 CCR 4964)~~

~~(cf. 4119.23/4219.23/4319.23 - Unauthorized Release of Confidential/Privileged Information)~~
~~(cf. 5125 - Student Records)~~

In accordance with law and district policies and regulations, t~~T~~he Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools.

(cf. 3580 - District Records)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination on the basis of sex
48900 Grounds for suspension or expulsion
48900.2 Additional grounds for suspension or expulsion; sexual harassment
48904 Liability of parent/guardian for willful student misconduct
48980 Notice at beginning of term
48985 Notices, report, statements and records in primary language

CIVIL CODE
51.9 Liability for sexual harassment; business, service and professional relationships
1714.1 Liability of parents/guardians for willful misconduct of minor
GOVERNMENT CODE
12950.1 Sexual harassment training
CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
4900-4965 Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
1092 Definition of sexual assault

1221 Application of laws
1232g Family Educational Rights and Privacy Act
1681-1688 Title IX of the Education Amendments of 1972~~, discrimination~~
UNITED STATES CODE, TITLE 34
12291 Definition of dating violence, domestic violence, and stalking
UNITED STATES CODE, TITLE 42
1983 Civil action for deprivation of rights
2000d-2000d-7 –Title VI, Civil Rights Act of 1964
2000e-2000e-17 –Title VII, Civil Rights Act of 1964 as amended
CODE OF FEDERAL REGULATIONS, TITLE 34
99.1-99.67 Family Educational Rights and Privacy
106.1-106.~~71~~ 82 Nondiscrimination on the basis of sex in education programs
COURT DECISIONS

FIRST READING

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567
Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130
Reese v. Jefferson School District, (~~2001~~2000, 9th Cir.) 208 F.3d 736
Davis v. Monroe County Board of Education, (1999) 526 U.S. 629
Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274
Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473
Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:
CSBA PUBLICATIONS
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, 2011
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
~~Dear Colleague Letter: Transgender Students, May 2016~~
Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016
Dear Colleague Letter: Title IX Coordinators, April 2015
~~Questions and Answers on Title IX and Sexual Violence, April 2014~~
~~Dear Colleague Letter: Sexual Violence, April 4, 2011~~
Sexual Harassment: It's Not Academic, September 2008
Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001
WEB SITES
CSBA: http://www.csba.org
California Department of Education: http://www.cde.ca.gov
U.S. Department of Education, Office for Civil Rights: http://www.ed.gov/about/offices/list/ocr

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California
Revised: March 12, 2020
Revised: January 14, 2020

FIRST READING

5.02

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: Consider and Approve the formation of a District Facilities Repurposing Advisory Committee (Educ. Code section 17387 et seq.). Per the Education Code, this committee will include at least 7 members and no more than 11 members and is proposed to be made of representatives from different stakeholders groups, including one individual representing: DAC, DELAC, SPARC ,AREA, CSEA, Teamsters, ARAA, Community Based-Organizations, local area business, Neighborhood Association, Facilities Use and Management. This committee will be co-facilitated by Mr. Rene Sanchez, Asst. Sup. of Academic Services, and a committee elected chairperson.

Approve

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Approve

5.02

Agenda Placement

Hilaria Bauer

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

January 8, 2021

Dear Board Members:

The District and the Board recently received an independent demographic study highlighting some of the challenges being faced by the district from declining enrollment. The Education Code (sections 17387 et seq.) encourages community involvement to facilitate making the best possible judgments about the use of excess school facilities, and, to avoid community conflict and to help assure building use that is compatible with the community's needs and desires, and calls for community involvement and engagement before decisions are made about the use of surplus space. The process outlined in the Education Code calls for the formation of a district advisory committee made up of not less than 7 persons, or more than 11 persons, representing various community and district stakeholder groups including, generally, persons reflecting the ethnic, age group, and socioeconomic composition of the district, and representatives of the business community, neighborhood associations, teachers, administrators, parents of students, and persons with expertise in environmental impact, legal contracts, building codes, and land use planning.

To meet and address the Education Code requirements and guidance, I am recommending and requesting Board approval for the formation of a "District Facilities Repurposing Advisory Committee" to consist of at least 7 members and no more than 11 members and to be comprised of representatives from different stakeholders groups, including one individual representing: DAC, DELAC, SPARC, AREA, CSEA, Teamsters, ARAA, Community Based-Organizations, local area business, Neighborhood Association, Facilities Use and Management. This committee will be co-facilitated by Mr. Rene Sanchez, Asst. Supt. of Academic Services, and a committee elected chairperson.

Per the Education Code, the Advisory Committee will review the projected school enrollment and other data as provided by the district to determine the amount of surplus space and real property, establish a priority list of use of surplus space and real property that will be acceptable to the community, cause to have circulated throughout the district a priority list of surplus space and real property and provide for hearings of community input to the committee on acceptable uses of space and real property, make a final determination of limits of tolerance of use of space and real property, and forward to the district governing board a report recommending uses of surplus space and real property.

Thank you for your consideration.

Respectfully,

Hilaria Bauer, PhD
Superintendent

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Corina Herrera-Loera, President · Andrés Quintero, Vice-President
Ernesto Bejarano, Clerk · Linda Chavez, Member · Minh Pham, Member

5.03

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: Approve Resolution No. #26-20/21; Condemning the Violent, Seditious Actions at our National Capitol Inflicted by President Donald Trump.

Approve

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Approve

5.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution of the Board of Alum Rock School District Condemning the Violent, Seditious Actions at our National Capitol Inflicted by President Donald Trump

Resolution # 26-20/21

WHEREAS, On January 6, 2021, our nation witnessed violent, seditious actions by a terrorist mob who overtook our Nation's Capitol, causing destruction, violence and death; and

WHEREAS, **Alum Rock School Board,** denounces racism and white supremacy, and supports the equity, wellbeing and safety of Black people and that #BlackLivesMatter, declaring that police use of excessive and militarized force, particularly against Black people, are among the most serious ongoing human rights and civil liberties violations in the United States and have led to a decrease in public safety and the exacerbation of structural inequities; and

WHEREAS, This terrorist mob was met with greater passivity from law enforcement officers compared to the peaceful Black Lives Matter protesters who were met with greater militarized violence by the same law enforcement officers months earlier at the same steps of the Capitol, an unjust disparity that is to be condemned by all; and

WHEREAS, Black, Indigenous, and People of Color are not asking law enforcement to attack the terrorist rioters like they attack Black, Indigenous, and People of Color; Black, Indigenous, and People of Color are asking law enforcement to show greater humanity to Black, Indigenous, and People of Color which they showed to the terrorist rioters; and

WHEREAS, President Donald Trump incited these mobs with his words and his use of social media prior and during the day; and

WHEREAS, President Trump later responded to these treasonous acts by calling the mobs "special people," affirming their anger and continuing his false "stolen election" narrative; and,

WHEREAS, President Trump is not fit to hold the Office of the President for a day longer and should be removed from office and impeached again immediately; and

WHEREAS, It was horrific to witness sedition, treason, and domestic terrorism today, broadcast live around the globe; and

WHEREAS, For sedition and treason to occur with limited moderation by law enforcement and with sustained occupation of our Nation's Capitol, places democracy in danger around the world; and

WHEREAS, The terrorism that occured also serves as a reminder of the dire need for Ethnic Studies, because if we do not develop anti-racist consciousness with and for our youth, white supremacy ideology will persist; and

WHEREAS, As a school district and Board of Education, we must continue to model for our students what leading with integrity, collaboration, ethics, respect, and anti-racism looks like; and

NOW, THEREFORE BE IT RESOLVED, that the **Alum Rock School Board** herby condemns the criminal act of sedition by President Donald Trump and the violent, destructive and treasonous acts of his loyalists against the United States of America, the United States Congress and the Constitution of the United States. We urge that President Trump and all those responsible to be met with swift justice and vigorous prosecution in defense of our democracy.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, 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 January 14, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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 TRUSTEES

To the Board of Trustees: Date: January 5, 2021

Subject: **Board Policy 3555**
Nutrition Program Compliance – Second Reading

Staff Analysis: Attached is the second reading for Board Policy 3555, Nutrition Program Compliance.

Recommendation: Staff recommends that the Board of Trustees approve the second reading.

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

To the Board of Trustees:

Recommend Approval

6.01
Agenda Placement

Meeting: January 14, 2021
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

Nutrition Program Compliance

BP 3555
Business and Noninstructional Operations

The Board of Trustees recognizes the district's responsibility to comply with state and federal nondiscrimination laws as they apply to the district's nutrition programs. The district shall not deny any individual the benefits or service of any nutrition program or discriminate ~~against him/her because of his/her race, color, national origin, gender, sex, sexual orientation, disability, or any other~~ on any basis prohibited by law~~, in its implementation of such a program~~.

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3552 - Summer Meal Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5030 - Student Wellness)

Compliance Coordinator~~/Designee~~

The Board shall designate~~s~~ a compliance coordinator for nutrition programs, who may also be the compliance officer(s) specified in AR 1312.3 - Uniform Complaint Procedures, ~~as coordinator of the district's efforts to comply~~ to ensure compliance with the laws governing ~~its~~ the district's nutrition programs~~, and to investigate any related complaints. Any complaint concerning the district's nutrition programs shall be investigated using the process identified in the section entitled "Procedures" in the district's AR 1312.3 - Uniform Complaint Procedures.~~

~~(cf. 1312.3 - Uniform Complaint Procedures)~~

~~The coordinator/designee shall provide training on the laws, regulations, procedures, and directives related to the district's nutrition programs to district employees involved in administering them. The coordinator/designee also shall develop procedures and systems that do not restrict the participation of individuals in the district's nutrition programs, based on their race, ethnicity, or disability, and that prevent district employees from incorrectly denying the applications for participation submitted by such individuals.~~

~~The coordinator/designee shall develop and maintain a system for collecting racial and ethnic data of participants in the district's nutrition programs and shall, at least annually, report to the Board on whether the district's nutrition programs are effectively reaching eligible individuals and whether and where additional outreach may be needed.~~

~~(cf. 5022 - Students and Family Privacy Rights)~~
~~(cf. 5125 - Student Records)~~

SECOND READING

~~When a significant number of participants or potential participants in the district's nutrition programs are only non-English speakers, the coordinator shall make an appropriate language translation available.~~

~~(cf. 5020 - Parent Rights and Responsibilities)~~
~~(cf. 6020 - Parent Involvement)~~
~~(cf. 6174 - English Language Learners)~~

~~The coordinator/designee also shall ensure that the district's nutrition programs accommodate the special dietary needs of any individual with a disability who has on file a medical statement that restricts his/her diet because of his/her disability.~~

~~(cf. 5141.27 - Food Allergies/Special Dietary Needs)~~
~~(cf. 6159 - Individualized Education Program)~~
~~(cf. 6164.6 - Identification and Education Under Section 504)~~

The responsibilities of the compliance coordinator include, but are not limited to:

1. Providing the name of the compliance coordinator, and the Section 504 coordinator and Title IX coordinator if different from the compliance coordinator, to the California Department of Education (CDE) and other interested parties

(cf. 6164.6 - Identification and Education Under Section 504)

2. Annually providing mandatory civil rights training to all frontline staff who interact with program applicants or participants and to those who supervise frontline staff

   The subject matter of such training shall include, but not be limited to, collection and use of data, effective public notification systems, complaint procedures, compliance review techniques, resolution of noncompliance, requirements for reasonable accommodation of persons with disabilities, requirements for language assistance, conflict resolution, and customer service.

3. Establishing admission and enrollment procedures that do not restrict enrollment of students on the basis of race, ethnicity, national origin, or disability, including preventing staff from incorrectly denying applications and ensuring that such persons have equal access to all programs

(cf. 6159 - Individualized Education Program)

4. Sending a public release announcing the availability of the child nutrition programs and/or changes in the programs to public media and to community and grassroots organizations that interact directly with eligible or potentially eligible participants

5. Communicating the program's nondiscrimination policy and applicable complaint

SECOND READING

procedures, as provided in the section "Notifications" below

6. Providing appropriate translation services when a significant number of persons in the surrounding population have limited English proficiency

7. Ensuring that every part of a facility is accessible to and usable by persons with disabilities and that participants with disabilities are not excluded from the benefits or services due to inaccessibility of facilities

8. Ensuring that special meals are made available to participants with disabilities who have a medical statement on file documenting that their disability restricts their diet

(cf. 5141.27 - Food Allergies/Special Dietary Needs)

9. Implementing procedures to process and resolve civil rights (discrimination) complaints and program-related complaints, including maintaining a complaint log, working with the appropriate person to resolve any complaint, and referring the complainant to the appropriate state or federal agency when necessary

10. Developing a method, which preferably uses self-identification or self-reporting, to collect racial and ethnic data for potentially eligible populations, applicants, and participants

(cf. 5022 - Students and Family Privacy Rights)
(cf. 5125 - Student Records)
(cf. 5145.13 - Response to Immigration Enforcement)

Notifications

The compliance coordinator shall ensure that ~~The coordinator/designee shall ensure that t~~the U.S. Department of Agriculture's (USDA) "And Justice for All" civil rights poster ~~or other approved Nutrition Programs Civil Rights posters are~~ or a substitute poster approved by the USDA's Food and Nutrition Service is displayed in areas visible to the district's nutrition program participants, such as food service areas and school offices.

The compliance coordinator shall notify the public, all program applicants, participants, and potentially eligible persons of their rights and responsibilities and steps necessary to participate in the nutrition programs. Applicants, participants, and the public also shall be advised of their right to file a complaint, how to file a complaint, the complaint procedures, and that a complaint may be filed anonymously or by a third party. ~~Annually, the coordinator/designee shall notify all students, parents/guardians, and employees of program requirements and the procedures for filing a complaint, through the district's usual means of notification.~~

~~(cf. 4112.9/4212.9/4312.9 - Employee Notifications)~~
(cf. 5145.6 - Parental Notifications)

SECOND READING

In addition, the compliance coordinator shall ensure that ~~the coordinator/designee shall ensure that every informational release, publication, or poster concerning the district's nutrition programs and/or activities~~ all forms of communication available to the public regarding program availability~~includes,~~ shall contain, in a prominent location, ~~the following~~ a statement provided by USDA about the district's status as an equal opportunity provider and the address of the agency with responsibility to handle complaints made against the district.

~~BP 3555(f)~~

~~NUTRITION PROGRAM COMPLIANCE (continued)~~

~~"In accordance with federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, religion, political beliefs, or disability. In addition, California law prohibits discrimination on any basis identified in Government Code 12940.~~

~~To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."~~

Forms of communication requiring this nondiscrimination statement include, but are not limited to, web –sites, public information releases, publications, and posters, but exclude ~~menus~~ items such as cups, buttons, magnets, and pens that identify the program when the size or configuration makes it impractical. The nondiscrimination statement need not be included on every page of program information on the district's or school's web site, but the statement or a link to the statement shall be included on the home page of the program information.

A short version of the nondiscrimination statement, ~~However, if the document is no more than one page and there is no room to print the full nondiscrimination statement, the district may instead use the statement~~ as provided by USDA, ~~"This institution is an equal opportunity provider"~~ may be used on pamphlets, brochures, and flyers in the same print size as the rest of the text.

Complaints of Discrimination

SECOND READING

~~When a~~ A complaint alleging discrimination in the district's nutrition program(s) on the basis of race, color, national origin, sex, age, or disability shall, within 180 days of the alleged discriminatory act, be filed or referred to USDA at: (5 CCR 15582) ~~is unresolved at the district level, the coordinator shall notify the complainant of the option to contact and/or forward his/her complaint to one of the following agencies:~~

~~1. Child Nutrition Program Civil Rights and Program Complaint Coordinator, California Department of Education, Nutrition Services Division, 1430 N Street, Room 1500, Sacramento, CA 95814-2342 or call 916-445-0850 or 800-952-5609~~

~~2.~~ U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights ~~Office of Civil Rights, USDA, Western Region, 90 Seventh Street, Suite 10-100, San Francisco, CA 94103 or call 415-705-1336 or fax 415-705-1364 or email Joe.Torres@fns.usda.gov~~

~~3. USDA, Director, Office of Civil Rights~~, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410, ~~or call 800-795-3272 or 202-720-6382 (TYY)~~ (866) 632-9992, (800) 877-8339 (Federal Relay Service – English, deaf, hard of hearing, or speech disabilities), (800) 845-6136 (Federal Relay Service - Spanish), fax (202) 690-7442, or email program.intake.usda.gov.

Complaints of discrimination on any other basis shall be investigated by the district using the process identified in AR 1312.3 - Uniform Complaint Procedures.

(cf. 1312.3 - Uniform Complaint Procedures)

Complaints Regarding Noncompliance with Program Requirements

Any complaint alleging that the district has not complied with program requirements pertaining to meal counting and claiming, reimbursable meals, eligibility of a child or adult, use of cafeteria funds and allowable expenses shall be filed with or referred to CDE. (Education Code 49556; 5 CCR 15584)

Complaints of noncompliance with any other nutrition program requirements shall be submitted to and investigated by the district using the following procedures.

Complaints may be filed by a student or the student's parent/guardian by phone, email, or letter. The complaint shall be submitted within one year from the date of the alleged violation and shall include the following: (5 CCR 15581)

1. A statement that the district has violated a law or regulation relating to its child nutrition program

2. The facts on which the statement is based

SECOND READING

3. The name of the district or the school against which the allegations are made

4. The complainant's contact information

5. The name of the student if alleging violations regarding a specific student

The district shall investigate and prepare a written report pursuant to 5 CCR 4631. (5 CCR 15583)

Unless extended by written agreement with the complainant, the district's compliance coordinator shall investigate the complaint and prepare a written report to be sent to the complainant within 30 calendar days of the district's receipt of the complaint. If the complainant is dissatisfied with the compliance coordinator's decision, the complainant may, within five business days, file the complaint in writing with the Board.

The Board shall consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered pursuant to 5 CCR 4631. When required by law, the matter shall be considered in closed session. The Board may decide not to consider the complaint, in which case the coordinator's decision shall be final.

(cf. 9321 - Closed Session)

If the Board considers the complaint, the Board's decision shall be sent to the complainant within 60 calendar days of the district's initial receipt of the complaint or within the time period that has been specified in a written agreement with the complainant. (5 CCR 4631)

If the complainant is not satisfied with the findings in the district's report, the complainant may appeal the decision to CDE by filing a written appeal within 30 days of receiving the decision. (5 CCR 4632)

Legal Reference:
EDUCATION CODE
200-262.4 Prohibition of discrimination
42238.01 Definitions for purposes of funding

48985 Notices to parents in language other than English
49060-49079 Student records
49490-49590 Child nutrition programs
PENAL CODE
422.55 Definition of hate crime
422.6 Interference with constitutional right or privilege
CODE OF REGULATIONS, TITLE 5
3080 Application of section
4600-4687 Uniform complaint procedures

SECOND READING

4900-4965 Nondiscrimination in elementary and secondary education programs
15580-15584 Child nutrition programs complaint procedures

UNITED STATES CODE, TITLE 20
1400-1482 Individuals with Disabilities ~~in~~ Education Act
1681-1688 Discrimination based on sex or blindness, Title IX
UNITED STATES CODE, TITLE 29
794 Section 504 of the Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
2000d-2000d-7 Title VI, Civil Rights Act of 1964
2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended
~~2000h-2000h-6 Title IX~~
12101-12213 Americans with Disabilities Act
CODE OF FEDERAL REGULATIONS, TITLE 7
210.19 National School Lunch Program, additional responsibilities

210.23 National School Lunch Program, district responsibilities
215.7 Special Milk Program, requirements for participation
215.14 Special Milk Program, nondiscrimination
220.7 School Breakfast Program, requirements for participation
220.13 School Breakfast Program, special responsibilities of state agencies

225.3 Summer Food Service Program, administration
225.7 Summer Food Service Program, program monitoring and assistance
225.11 Summer Food Service Program, corrective action procedures
226.6 Child and Adult Care Food Program, state agency administrative responsibilities
250.15 Out-of-condition donated foods, food recalls, and complaints

CODE OF FEDERAL REGULATIONS, TITLE 28
35.101-35.190 Americans with Disabilities Act
36.303 Nondiscrimination on the basis of disability, public accommodations, a~~A~~uxiliary aids and services
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1-100.13 Nondiscrimination in federal programs, effectuating Title VI
104.1-104.39 Section 504 of the Rehabilitation Act of 1973
106.1-106.61 Discrimination on the basis of sex, effectuating Title IX, especially:
106.9 Dissemination of policy

Management Resources:
CALIFORNIA DEPARTMENT ~~-~~OF EDUCATION~~, NUTRITION SERVICES DIVISION~~
PUBLICATIONS
Civil Rights and Complaint Procedures for the U.S. Department of Agriculture Child Nutrition Programs, June 2018

~~March 2010~~
U.S. DEPARTMENT OF AGRICULTURE, FOOD AND NUTRITION SERVICE

SECOND READING

PUBLICATIONS
Civil Rights Compliance and Enforcement - Nutrition Programs and Activities, FNS Instruction 113-1, November 2005
U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS
~~Protecting Students from Harassment and Hate Crime, January 1999~~
Notice of Non-Discrimination, August 2010
~~January 1999~~
WEB SITES
California Department of Education, Nutrition Services Division: http://www.cde.ca.gov/ls/nu
U.S. Department of Agriculture, Food and Nutrition Services: http://www.fns.usda.gov
U.S. Department of Agriculture, Office for Civil Rights: http://www.ascr.usda.gov
U.S. Department of Education, Office for Civil Rights: http://www2.ed.gov/ocr

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California
Revised: ~~October 8~~January 14, 202~~0~~1

SECOND READING

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: January 5, 2021

Subject: **Resolution No. 25-20/21**
California School Finance Authority (CSFA) -
Tax Revenue Anticipation Notes (TRANs) 2020-2021

Staff Analysis:

In order to offset the fiscal impact of COVID-19, the State's 2020-21 Adopted Budget deferred $12.9 billion in aid to school districts, community colleges and offices of education ("LEAs") expected to be paid in 2020-21 to 2021-22. In response to this, California State Treasurer Fiona Ma has created a new Statewide working capital financing program to help LEAs manage the financial impacts of the deferrals. The California School Finance Authority ("CSFA" or the "Authority") was created in 1985 to aid LEAs by providing access to financing for working capital and capital improvements. The goal of the CSFA State Aid Intercept Notes is to provide LEA's with a streamlined and secure process that minimizes the impact of the deferrals on their operations.

The District currently projects that it will experience a cash flow shortfall during fiscal year 2020-21 created by timing differences between its anticipated expenditures and estimated receipt of revenues. The Resolution being presented to the Governing Board authorizes a short-term borrowing by the District to address this cash flow shortfall through the issuance of tax and revenue anticipation notes ("TRANs" or "Notes") through the CSFA State Aid Intercept Notes Program.

(a) **District Resolution**. The resolution authorizes the issuance of the Notes by the District in an amount not-to-exceed $20,000,000, specifies certain basic terms, parameters and form of the District Notes, and approves the form of the Note Purchase Agreement and Indenture described below. In particular, the Resolution establishes the maximum aggregate principal amount of the District TRANs to be issued ($20,000,000). The Resolution describes the State Aid Intercept procedure to assist with repayment of the District Notes, the determination of repayment periods, certain representations and covenants of the District, and the District's Pledged Revenues. Pursuant to the resolution, the District requests that the County Board of Supervisors notify the District within 45 calendar days following receipt of the certified copy of the Resolution, that the District may issue the District Notes on its own behalf, so that the District can participate in the CSFA State Aid Intercept Notes Program.

(b) Form of **Indenture**. Under the CSFA Program, each participating District issues a series of Notes which is sold to the CSFA. CSFA pools each District's Notes with Notes of other districts, and sells one or more series of Authority Notes, pursuant to an Indenture between CSFA and U.S. Bank National Association, as Trustee. The Authority Notes would be purchased by joint senior managers RBC Capital Markets and Citigroup Global Markets Inc., each acting on behalf of itself and other Underwriters to be appointed by the State Treasurer at a later date, who would in turn sell the Authority Notes to the investing public. Proceeds of the District Notes and the funds used to repay such Notes will be invested by the District in the County Treasury, or by the Trustee on the District's behalf in another type of permitted

investment under the Indenture, respectively. District Note Proceeds will be deposited in the general fund of the District and used to finance projected cash flow deficits.

(c) Form of **Note Purchase Agreement**. The Resolution approves the form of a District Note Purchase Agreement (the "Purchase Agreement") by and between the District and the Authority. Pursuant to the Purchase Agreement, the Authority will agree to buy the District's Note. The conditions of closing the transaction are set forth in this document, including the documentation to be provided at the closing by various parties. Upon the pricing and sale of the TRANs, the final execution copy of the Purchase Agreement will be prepared following this form and the District's Authorized Officer will sign the Confirmation of Pricing.

(d) In the event the District is deemed to be a non-State Credit Issuer (should it need to borrow more than its deferred apportionment), or if the District has Senior Existing Indebtedness, the Governing Board authorizes the District's Authorized Officer to provide information for a Preliminary Official Statement ("POS"). The POS is the offering document describing the CSFA State Aid Intercept Notes which will be distributed to prospective purchasers of the Authority Notes. The POS discloses information with respect to, among other things, (i) the proposed uses of proceeds of the Authority Notes, (ii) the terms of the TRANs (interest rate, yield, etc.), (iii) the security for repayment of the TRANs (pledged revenues), (iv) may include District cash flows, financial and operating data, and (v) disclosure of litigation and other miscellaneous matters expected to be of interest to prospective purchasers of the TRANs. Following the pricing of the TRANs, a final Official Statement for the TRANs will be prepared, substantially in the form of the POS.

Financial Impact: Pursuant to the Resolution, the District will pledge a portion of the revenues expected to be received by the District during, or attributed to the District for fiscal year 2020-21 to the repayment of the TRANs in an amount equal to the principal and interest due on the TRANs. However, the TRANs will be a general obligation of the District payable from its General Fund, and to the extent pledged revenues are not available, the TRANs will be paid from other legally available moneys of the District attributable to fiscal year 2020-21.

Recommendation: Staff recommends that the Board approve Resolution No. 25-20/21.

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

To the Board of Trustees:

Meeting: January 14, 2021
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: _____

RESOLUTION NO. 25-20/21

DISTRICT AUTHORIZING RESOLUTION

ACTION ITEM
(PURSUANT TO CALIFORNIA GOVERNMENT CODE SECTION 53635.7)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SANTA CLARA COUNTY, CALIFORNIA

RESOLUTION OF THE GOVERNING BOARD AUTHORIZING DISTRICT PARTICIPATION IN THE CALIFORNIA SCHOOL FINANCE AUTHORITY STATE AID INTERCEPT NOTES (FISCAL YEAR 2020-21 SCHOOL AND COMMUNITY COLLEGE DISTRICT DEFERRALS) THROUGH THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF FISCAL YEAR 2020-21 TAX AND REVENUE ANTICIPATION NOTES AND REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY TO WAIVE/DECLINE SUCH ISSUANCE BY THE COUNTY OR TO ISSUE AND SELL SAID SERIES OF NOTES

WHEREAS, in order to offset the fiscal impact of COVID-19, the State's fiscal year 2020-21 Adopted Budget deferred approximately $12.9 billion in aid to school districts, community college districts and county offices of education expected to be paid in 2020-21 to 2021-22; and

WHEREAS, the Alum Rock Union Elementary School District (the "**District**") will require cash flow assistance from the deferral by the State of principal apportionments due to the District in the months of February, 2021 through and including June, 2021 (the "**Deferral Months**") to the months of July, 2021 through November, 2021 (the "**Deferral Amounts**").

WHEREAS, Section 53850 through and including Section 53858 of the California Government Code (the "**Act**") (comprising Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Act) authorizes school districts, community college districts and county boards of education (each, an "**Issuer**") to borrow money on a temporary basis through the issuance of short-term notes, including tax and revenue anticipation notes ("**TRANs**"); and

WHEREAS, the California School Finance Authority (the "**Authority**"), a public instrumentality of the State of California (the "State") has established a Statewide pooled TRANs program including, but not limited to the State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals) (the "**CSFA Program**") under the powers granted to the Authority pursuant to its enabling legislation, being Section 17170 *et seq.* of the Education Code of the State (the "**CSFA Act**"), for the purpose of providing working capital loans to school districts, community college districts and county offices of education; and

WHEREAS, the terms of the CSFA Program are highly favorable to the District and the Board has determined it to be in the best interests of the District to participate in the CSFA Program, along with other Issuers; and

WHEREAS, the governing board (the "**Board**") of the District located in the above-referenced County (the "**County**") has determined that, in order to satisfy certain financial obligations and working capital requirements, it is desirable that an aggregate principal amount of not-to-exceed $20,000,000 (the "**Principal Amount**"), should be borrowed by the District for such purposes during the fiscal year ending June 30, 2021 ("**Fiscal Year 2020-21**") by the issuance of 2020-21 Tax and Revenue Anticipation Notes by the District; and

WHEREAS, if the Authorized Officer (as defined herein) determines, that it is necessary for the District to effect a temporary borrowing for cash flow purposes in excess of the Deferral Amounts, the Board hereby determines to issue a series of District Notes to be secured by both the Deferral Amounts along with other Unrestricted Revenues (as defined herein) attributable to Fiscal Year 2020-21; and

WHEREAS, the Authorized Officer (as defined herein) may determine that the Principal Amount shall be divided into two or more portions, as evidenced by multiple series of District Notes (as defined below) issued simultaneously under one Note Purchase Agreement (as defined herein) and/or subsequently during the Fiscal Year 2020-21 under separate Note Purchase Agreements during Fiscal Year 2020-21, such Principal Amount to be confirmed, along with the interest rate, price and other terms of the sale or sales of the series of District Notes set forth in the applicable Confirmation of Pricing(s) (the "**Confirmation of Pricing**") applicable to such series of District Notes; provided that "Series of District Notes" shall be deemed to refer to the District Note issued hereunder in one series by the County or the District, as applicable, or each individual Series of District Notes if issued in two or more series by the County or the District, as applicable; and

WHEREAS, the initial series of District Notes shall be referred to herein as the "**Series A District Notes**" and any subsequent series of which shall be referred to as the "**Additional District Notes**," and collectively with the Series A District Notes, shall be referred to as the "**District Notes**" or the "**Notes**"), and an Additional District Notes may be issued in one or more series (each a "**Series**") simultaneously with the Series A District Notes and/or subsequently to the issuance of the Series A District Notes;

WHEREAS, each Series of District Notes shall be issued in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund, including Deferral Amounts, and, if so indicated in a Confirmation of Pricing, such other funds of the District specified therein; provided that pursuant to Section 53854 of the Government Code of the State, such Series of District Notes may be made payable during Fiscal Year 2021-22, but in no event later than 15 months after the date of issue, when such note or Series of Notes is payable only from revenue received or accrued during the fiscal year in which issued, it being anticipated that certain Deferral Amounts will be attributable to Fiscal Year 2020-21 but received by the District in Fiscal Year 2021-22; and

WHEREAS, for the purposes set forth above, this Board has determined that it is in the best interests of the District to issue District Notes in one or more Series, and that because the District does not have fiscal accountability status pursuant to Section 1080, Section 42647,

Section 42650 or Section 85266 of the California Education Code, the District hereby requests the Board of Supervisors of the County (the "**Board of Supervisors**") to notify the District, within 45 calendar days following its receipt of a certified copy of this Resolution, that the District may issue the District Notes on its own behalf for the purpose of participating in the CSFA Program, as permitted under Section 53853(b) of the Act; and

WHEREAS, if the Board of Supervisors declines to so notify the District, the District requests the Board of Supervisors to issue the District's Notes as soon as possible following its receipt of a certified copy of this Resolution so that the District Notes may be financed as a part of the CSFA Program; and

WHEREAS, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2020-21, including Deferral Amounts, are, pursuant to Section 53856 of the Act, authorized to be pledged for the payment of the principal of the District Notes and the interest thereon as provided herein; and

WHEREAS, no money has been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during Fiscal Year 2020-21 for the general fund indicated in a Confirmation of Pricing, or any other fund of the District named in such Confirmation of Pricing; and

WHEREAS, this Board hereby determines that the Principal Amount plus the interest payable thereon does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or which will accrue to the District during Fiscal Year 2020-21 for the general fund (taking into account certain Deferral Amounts), and, if so indicated in a Confirmation of Pricing, other specified funds of the District and which will be available for the payment of the principal of the District Notes and the interest thereon as provided herein; and

WHEREAS, the municipal advisor for the CSFA Program, being Montague DeRose and Associates (the "**Municipal Advisor**"), and the Underwriters for the CSFA Program, being RBC Capital Markets LLC and Citigroup Global Markets Inc., as joint senior managers (the "**Underwriters**") have structured the CSFA Program so that the notes of the Authority (the "**Authority Notes**") in one or more series ("**Series of Authority Notes**") will be issued through the Authority and under the terms of an Indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Authority Notes to which a District Note shall be assigned is herein collectively referred to as the "**Indenture**") by and between the Authority and U.S. Bank National Association, as Trustee (the "**Trustee**"), substantially in the form presented to this meeting of the Board; and

WHEREAS, each Issuer participating in any particular Series of Authority Notes under the CSFA Program will be required to sell each Series of its District Notes to the Authority

pursuant to a note purchase agreement (the District's note purchase agreement, in substantially the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as the "**Note Purchase Agreement**"), between the District and the Authority, and dated as of the date of the Confirmation of Pricing, applicable to the sale of one or more series of the District's Notes of such Series to be sold simultaneously, a form of which has been submitted to the Board; and

WHEREAS, the Authority will form one or more pools of notes (the "**Pooled Authority Notes**") of each participating Issuer pursuant to the advice of the Underwriters and the Municipal Advisor, and assign each respective series of notes to a particular pool (the "**Pool**") and sell a Series of Authority Notes secured by each Pool pursuant to the Indenture, each Series of Pooled Authority Notes distinguished by (i) whether or what type of credit secures such series of Pooled Authority Notes, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriters and the Municipal Advisor, to assign the District Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

WHEREAS, at the time of execution of the Confirmation of Pricing applicable to the sale of the District Notes of each Series issued simultaneously, the District will (in such Confirmation of Pricing) request the Authority to issue a Series of Pooled Authority Notes pursuant to an Indenture to which such Series of District Notes identified in such Confirmation of Pricing will be assigned by the Authority in its discretion, acting upon the advice of the Underwriters, which series of Pooled Authority Notes will be payable from payments of all or a portion of principal of and interest on such Series of District Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the Series of District Notes is assigned; and

WHEREAS, each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pooled Authority Notes, will be responsible for its share of the fees of the costs of issuing the applicable Series of Pooled Authority Notes; and

WHEREAS, each participating Issuer is required to approve the forms of Indenture and Note Purchase Agreement in substantially the forms presented to the Board, with such final terms and details to be determined in the Confirmation of Pricing applicable to the sale of the District Notes of such Series to be sold by the respective Issuer, including the District; and

WHEREAS, the Underwriters will submit an offer to the Authority to purchase the Series of Pooled Authority Notes which will be secured by the Indenture to which such Pool will be assigned; and

WHEREAS, all or any portions of the net proceeds of each Series of District Notes issued by the District may be invested in one or more Permitted Investments (as defined in the Indenture), including one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Confirmation of Pricing related to such Series of District Notes; and

WHEREAS, it is necessary to engage the services of certain professionals to assist the District in its participation in the CSFA Program;

NOW, THEREFORE, this Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

Section 2. TRANs Issuance.

(A) Initial Series of TRANs. The Board hereby determines to borrow, and hereby requests the Board of Supervisors to authorize the District to borrow on its own behalf, in anticipation of the receipt by or accrual to the District during Fiscal Year 2020-21 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund, including Deferral Amounts, and, if so indicated in the applicable Confirmation of Pricing, any other fund indicated in such Confirmation of Pricing, and not pursuant to any common plan of financing of the District, by the issuance under the Act, of Notes, designated generally as the District's "Tax and Revenue Anticipation Notes, 2020-21 Series A" in one or more Series, on a tax-exempt or taxable basis. The issuance of such Notes shall be in order of priority of payment described in the "**Series A District Notes**" being the initial Series of Notes issued under this Resolution, together with one or more series of Additional District Notes which may be issued simultaneously with, or subsequent to, upon a separate sale date, the issuance of the Series A District Notes, in accordance with the provisions hereof. The Additional District Notes may be tax-exempt or taxable, and payable on a parity or subordinate basis with the Series A District Notes. References herein to a Confirmation of Pricing shall be deemed to refer to the Confirmation of Pricing relating to and describing the particular Series of Notes and the applicable Series of Authority Notes secured by such Series of Notes.

The aggregate principal amount of all Series of Notes issued hereunder shall not exceed the lesser of (1) 85% of the amount of Unrestricted Revenues of the District for the remainder of or attributed to Fiscal Year 2020-21, or (2) the maximum accumulated cash flow deficit of the District, in the case of all Series of Tax-Exempt Notes. Additionally, if the District is a State-Credit Issuer (as defined herein), the principal amount of the Series A District Notes and any Additional District Notes secured solely by Deferral Amounts may not exceed the aggregate of the Deferral Amounts.

The Series of Notes are being issued to provide cash flow relief from the deferral by the State of principal apportionments due to the District in the months of February, 2021 through and including June, 2021 to the months of July, 2021 through and including November, 2021. The Series A District Notes will enjoy the benefit of the intercept procedure (the "**Intercept**") administered by the State Controller (the "**Controller**"), by which all or a portion of each Deferral Amount will be intercepted by the Controller and deposited into the District's Payment Account with the Trustee. Due to the timing of the calculation for the actual Deferral Amount for the month of June, 2021 (the "**Final June Deferral Amount**"), based on the second principal apportionment (P-2) information, proceeds of the Series A District Notes attributable to the

estimated June Deferral Amount based on the first principal apportionment (P-1) (the **"Estimated June Deferral Amount"**) will be deposited in escrow with the Trustee (the "**Escrow Account**") until the June Deferral Amount is provided to the Authority, following which time, (i) if the Final June Deferral Amount is equal to or greater than the Estimated June Deferral Amount, the amount in escrow equal to the Estimated June Deferral Amount, taking into consideration investment earnings thereon, will be released to the District for deposit into its general fund; or (ii) if the Final June Deferral Amount is less than the Estimated June Deferral Amount, an amount equal to the difference between the Final June Deferral Amount and the Estimated June Deferral Amount will be transferred to the Payment Account of the District, taking into consideration investment earnings thereon, and the remainder will be released to the District for deposit into its general fund. The District will be a "**State-Credit Issuer**" if repayment of its Series A District Notes are made solely from the Deferral Amounts and the Intercept by the Controller as described herein.

(B) Terms of Series of Notes. The Notes of each Series shall be issued in the form of one registered note in the principal amount thereof as set forth in the Confirmation of Pricing and all such principal amounts aggregating to the principal amount set forth in the Confirmation of Pricings, in each case, to bear a Series designation, to be dated the date of its delivery to the initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Confirmation of Pricing applicable to such Series (the "**Maturity Date**"), and to bear interest, payable at maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the Confirmation of Pricing) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Confirmation of Pricing applicable to the Notes of such Series and indicated on the face of such Notes (collectively, the "**Note Rate**").

If Notes of a Series or the Pooled Authority Notes issued in connection therewith are not fully paid at their Maturity Date, the unpaid portion thereof shall be deemed outstanding and shall continue to bear interest thereafter at the Default Rate (as defined in the Indenture) until paid. In such case, the obligation of the District with respect to such Defaulted Note or unpaid Notes of a Series shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution, and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2020-21 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in the section herein entitled "Source of Payment."

Both the principal of and interest on the Notes of each Series shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of the Trustee in San Francisco, California, or as otherwise indicated in the Indenture. The aggregate Principal Amount may, prior to the issuance of any Series, be reduced from the aggregate Principal Amount specified above, at the discretion of the Underwriters upon consultation with the Authorized Officer or, if and to the extent necessary to obtain an approving legal opinion of Norton Rose Fulbright US LLP ("**Bond Counsel**") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon.

In the event the Board of Supervisors of the County authorizes the issuance of the Notes by the District on its own behalf, as provided in Section 53853(b) of the Act, following receipt of this Resolution, this Board hereby authorizes issuance of such Notes, in the District's name, in one or more Series, pursuant to the terms stated in this Resolution. The Notes shall then be issued in conjunction with one or more series of notes of one or more other Issuers as part of the CSFA Program and within the meaning of Section 53853(b) of the Act.

Section 3. Form of Notes. The Notes of each Series shall be issued in fully registered form without coupons and shall be substantially in the form set forth in Exhibit A attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson, Secretary or Clerk of the Governing Board, the Superintendent, Superintendent/President, Chancellor, the Assistant Superintendent of Business, the Assistant Superintendent, Vice President of Business and Administration, Vice Chancellor of Administrative Services, the Assistant Superintendent, Business Services, business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or the equivalent, or, in the absence of said officer, his or her duly appointed designee (each an "**Authorized Officer**"), is hereby authorized and directed to confirm, with the Authority and the California State Treasurer, as the Agent for Sale (the "State Treasurer"), an interest rate or rates on the Notes of each Series to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Authority for the Notes of each Series, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the principal amount of the Note, if only one Series of Notes is issued or (ii) the sum of the principal amounts of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars ($5,000). If such interest rate and price and other terms of the sale of the Notes of a Series set forth in the Confirmation of Pricing are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the Confirmation of Pricing supplement to be delivered by the Authority to the District on a date within five (5) days, or such longer period of time as may be agreed upon by the Authority, of said negotiation of interest rates and purchase price during the period from the date of adoption of this Resolution through June 15, 2021, substantially in the form presented to this meeting as Schedule I to the Note Purchase Agreement, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. A Note Purchase Agreement may reference more than one Series of Notes if such Series of Notes are issued simultaneously. In the event more than one Series of Notes is issued, a separate Confirmation of Pricing shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Confirmation of Pricing, the Note Purchase Agreement, substantially in the form presented to this meeting, which form is hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Note Purchase

Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Confirmation of Pricing. Delivery of a Confirmation of Pricing by telecopy, or electronic transmission of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Note Purchase Agreement and/or the Confirmation of Pricing.

Section 5. Issuance of Additional District Notes. The District (or the County on behalf of the District, as applicable) may at any time issue pursuant to this Resolution, one or more Additional District Notes, subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Additional District Notes:

(A) The District shall not have issued any TRANs relating to the Fiscal Year 2020-21 except (i) in connection with the CSFA Program under this Resolution, or (ii) notes secured by a pledge of its Unrestricted Revenues (as defined herein) that are subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; (iii) the District shall be in compliance with all agreements and covenants contained herein; and (iv) no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(B) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "**Supplemental Resolution**"). Additional District Notes issued hereunder shall only be issued for the purpose of participating in the CSFA Program through another Series of Notes.

(C) If the Additional District Notes are secured by the Deferral Amounts, such Additional District Notes shall be limited to the remaining Deferral Amounts.

(D) Whenever the District shall determine to issue, execute and deliver any Additional District Notes pursuant to this Section, the Note principal amount of which, when added to the Note principal amounts of all Series of Notes previously issued by the District, would exceed the not-to-exceed Principal Amount authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the not-to-exceed Principal Amount as appropriate and shall submit such Supplemental Resolution to the Board of Supervisors of the County as provided in Section 53850 *et seq.* of the Act with a request that the County authorize the District to issue such Additional District Notes on its own behalf as provided herein. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Additional District Notes.

(E) Prior to the issuance of such Additional Series Notes, the District shall file or cause to be filed the following documents with the Trustee: (i) an Opinion of Counsel to the District to the effect that (a) such Additional District Notes constitute the valid and binding obligations of the District, (b) such Additional District Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (c) the applicable Supplemental Resolution, if any, has been duly adopted by the District; (ii) a certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section have been met; (iii) a certified copy of this Resolution and any

applicable Supplemental Resolution; (iv) if this Resolution was amended by a Supplemental Resolution to increase the maximum Principal Amount, the resolution of the County Board of Supervisors approving such increase in the not-to-exceed Principal Amount and the issuance of such Additional District Notes, or evidence that the County Board of Supervisors has elected to not issue such Additional District Notes; (v) an executed counterpart or duly authenticated copy of the applicable Note Purchase Agreement; (vi) a Confirmation of Pricing relating to the Additional District Notes duly executed by an Authorized Officer (as defined herein); (vii) the Additional District Notes duly executed by the applicable representatives of the District or the County, as provided herein, either in connection with the initial issuance of the Series A District Notes or in connection with any Supplemental Resolution increasing the maximum Principal Amount; and (viii) if the Additional District Notes are to be payable on parity with the District's outstanding Notes, evidence or confirmation that no rating then in effect with respect to any outstanding Notes, series of notes or series of bonds, as applicable, from a Rating Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Additional District Notes.

Section 6. Program Approval. The District hereby delegates to the Authority the authority to determine the structure and parameters of the CSFA Program, with the Authorized Officer of the District accepting and approving such determinations by execution of the Confirmation of Pricing.

(A) Pooled Structure. The Confirmation of Pricing for a Series of Notes may, but shall not be required to, specify the Series of Pooled Authority Notes to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers). The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Confirmation of Pricing for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Confirmation of Pricing and the Credit Agreement(s) (if any).

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Confirmation of Pricing applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Confirmation of Pricing shall require for approval (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Confirmation of Pricing applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Confirmation of Pricing applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pooled Authority Notes pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pooled Authority Notes. If, at any time prior to the execution of a Confirmation of Pricing, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to the Section 11 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof shall be deemed outstanding and shall not be deemed to be paid until the holders of such Series of Notes or the Series of the Pooled Authority Notes issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. Holders of such Series of Pooled Authority Notes will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pooled Authority Notes is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pooled Authority Notes issued in connection with such Series of Notes, at the time of original issuance of such Series of Pooled Authority Notes. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

[THE FOLLOWING PRELIMINARY OFFICIAL STATEMENT SECTION SHALL APPLY TO TRADITIONAL TRANS (NON STATE-CREDIT ISSUERS) and ISSUERS WITH DISTRICT SENIOR EXISTING INDEBTEDNESS, AS APPLICABLE]

(B) Preliminary Official Statement. Each Authorized Officer is authorized to provide the Authority and the Underwriters with a compilation of District information including, but not limited to the information listed in Exhibit C hereto, to be included in the Preliminary Official Statement, and the Underwriters are hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each series of notes associated with the CSFA Program. Each Authorized Officer is hereby authorized and directed to provide the Authority and the Underwriters with such information relating to the District as the Authority and Underwriters shall reasonably request for inclusion in the Preliminary Official Statement.

Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of notes associated with the CSFA Program, as applicable, shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "**Rule**"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers and the Authority is hereby authorized to certify on behalf of the District that the Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Confirmation of Pricing, any event occurs as a result of which the information contained in the Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriters. The Authority is hereby authorized and directed, at or after the time of the sale of the Authority Notes, for and in the name and on behalf of the District, to execute or approve a final Official Statement, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

(C) Reserved.

(D) Appointment of Professionals. In connection with the CSFA Program, Montague DeRose and Associates, LLC, is hereby appointed and approved as Municipal Advisor, the law firm of Norton Rose Fulbright US LLP is hereby appointed and approved as Bond Counsel, Nixon Peabody LLP is hereby appointed and approved as Disclosure Counsel, and joint senior managers RBC Capital Markets LLC and Citigroup Global Markets Inc., each acting on behalf of itself and other underwriters to be appointed by the State Treasurer at a later date, are hereby appointed and approved as Underwriters for the CSFA Program. U.S. Bank National Association is hereby appointed and approved as Trustee for the CSFA Program. In addition, the District may appoint and approve a law firm to act as special counsel to the District in connection with the CSFA Program.

Section 7. No Joint Obligation. Each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pooled Authority Notes. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, the resolution of the county providing for the issuance of the District Note, if applicable, and such Series of Notes.

Section 8. Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of

Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the CSFA Program for Fiscal Year 2020-21, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue district notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Authority Notes, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Account (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Indenture for the District, or transferred in the name of the District's General Fund to the Treasurer of the County, or as otherwise provided under the Indenture, and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Account as specified in the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the District Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as herein defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 9. Disposition of Proceeds of Notes. A portion of the proceeds of the District Notes, allocable to the District's share of the Authority's costs of issuance, shall be retained by the Authority and used to pay Costs of Issuance with respect to the Authority Notes, as provided in the Indenture. Subject to Section 2 herein, the remaining proceeds of the District Notes will be deposited in its Proceeds Account and transferred by the Trustee in the name of the District's General Fund to the County Treasurer where the District is located, which shall be invested by the District, as reasonably practicable, with such Treasurer of the County.

The District hereby covenants that, to the extent its District Notes will be allocated by the Authority to a Tax-Exempt Series of Authority Notes, it will comply with the terms of the District Tax Certificate to be executed by the District with respect to the District Notes (the "District Tax Certificate") and any other instructions requested by or otherwise provided by Bond Counsel.

Section 10. Payment Account.

(A) The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes Pledged Revenues from amounts intercepted on behalf of the District as described in Section 11 below or, if applicable, for non-State Credit Issuers, deposited by or on behalf of the District, by the tenth Business Day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Confirmation of Pricing), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date (as set forth in a Certificate from the Municipal Advisor to the Trustee), are

equal to the percentages of the principal and interest due with respect to such District Notes for the corresponding Repayment Period set forth in such Confirmation of Pricing; provided, however, if as described in Section 2 herein, the District's Final June Deferral Amount is less than the Estimated June Deferral Amount, the Trustee shall transfer from the District's Escrow Account an amount equal to the difference between the Final June Deferral Amount and the Estimated June Deferral Amount to the Payment Account of the District, and the remainder will be released to the District for deposit into its General Fund, as provided in the Indenture.

(B) For District Notes issued in calendar year 2021 and allocated by the Authority to a series of Authority Notes, the interest on which is intended to be Tax-Exempt (a "**Tax-Exempt Series of Authority Notes**"), in the event that either (A) the Note Principal Amount of the District Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate) exceed $15,000,000, or (B) the Note Principal Amount of such District Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate), exceed $5,000,000, paragraph (D) below shall apply. In such case, the District shall be deemed a "**Large Issuer**" with respect to such District Notes.

(C) For District Notes issued in calendar year 2021 and allocated by the Authority to a Tax-Exempt Series of Authority Notes, in the event that both (A) the Note Principal Amount of the District Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will not, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate) exceed $15,000,000, and (B) the Note Principal Amount of such District Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2021, will not, at the time of the issuance of such District Notes (as represented by the District in the District Tax Certificate), exceed $5,000,000, paragraph (D) below shall not apply. In such case, the District shall be deemed a "**Small Issuer**" with respect to such District Notes.

(D) For District Notes allocated by the Authority to a Tax-Exempt Series of Authority Notes, as set forth in greater detail in the District Tax Certificate, the District will certify as to its reasonably expected "maximum anticipated cumulative cash-flow deficit." To the extent, as set forth in the District Tax Certificate, less than 100% of the proceeds of the District Notes are treated as "spent" for purposes of Section 148 of the Internal Revenue Code of 1986 (the "**Code**") and the Treasury Regulations thereunder (the "**Arbitrage Regulations**"), the District shall be subject to the arbitrage rebate requirements (the "**Rebate Requirement**") of Section 148 of the Code. In such event, the District shall promptly notify the Authority in writing using a

form of notification appended to the District Tax Certificate, that the District Notes do not qualify for an exception to arbitrage rebate and, therefore, proceeds of the District Note must be taken into account by the Authority's arbitrage rebate consultant in calculating the Authority's rebate liability, if any, with respect to the issue of Authority Notes to which the District Notes are allocable. The District agrees to pay to the Authority the District's share of the Authority's rebate liability, if any, as determined by the Authority's arbitrage rebate consultant.

(E) The term "**Tax-Exempt**" shall mean, with respect to a Series of Authority Notes, that the interest to be paid on such Series of Authority Notes is intended to be excluded from the gross income of the holders thereof for federal income tax purposes.

Section 11. Source of Payment.

(A) Pledge. The term "**Unrestricted Revenues**" shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during such fiscal year for the general fund, including the Deferral Amounts, and, if so indicated in a Confirmation of Pricing, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Confirmation of Pricing) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions set forth herein and this Section, the District hereby pledges the revenues described below to be received by the District in the periods specified in each Confirmation of Pricing as Repayment Periods (each individual period a "**Repayment Period**" and collectively the "Repayment Periods"), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Confirmation of Pricing (the "**Pledged Revenues**"):

(1) As a State-Credit Issuer, the District hereby pledges its Deferral Amounts.

(2) If an Authorized Officer of the District later determines that the District is not a State-Credit Issuer, as indicated in its Confirmation of Pricing, the District hereby pledges the first Unrestricted Revenues to be received by the District.

(B) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (C) below of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Indenture) of each such Repayment Period (or such other day of each Repayment Period designated in the Confirmation of Pricing) the District has not received sufficient Deferral Amounts, or Unrestricted Revenues, as applicable, to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Deferral Amounts or Unrestricted Revenues, respectively, in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any

Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority. "Senior Notes" means the District's Series A District Notes and any Additional Series of Senior Notes.

(C) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions hereof, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of District Notes issued hereunder (each a "**Payment Account**") held by the Trustee under the Indenture, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account the Funds Subject to Intercept (as defined in Section 11(E) below) and may, at the District's option, deposit Unrestricted Revenues during any Repayment Period, a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the applicable Confirmation of Pricing and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Municipal Advisor to the Trustee), is equal in the respective Repayment Periods identified in the Confirmation of Pricing applicable to such Series of Notes to the percentages of the principal of and interest on such Series of Notes at maturity specified in the Confirmation of Pricing applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, in such order of priority.

Subject to the payment priority provisions of Section 20 hereof and this Section, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the holders of the Series of Pooled Authority Notes issued in connection with the Pool of which such Series of District Notes is a part and (ii) (to the extent provided in the Indenture) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 20 hereof and this Section, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest

to maturity (in accordance with the requirements for defeasance of the related Series of Pooled Authority Notes, as set forth in the Indenture).

(E) Intercept Procedures. This Board hereby determines and elects to participate in the funding of debt service payments, amounts pledged, fees and charges, and other costs necessary or incidental in connection with the District Notes and payments on Authority Notes attributed to the District, as permitted under California Education Code section 17199.4. In accordance with the requirements set forth in Section 17199.4 of the Education Code and to effect the pledge contained in this resolution, the District shall and does hereby authorize and instruct the State Controller to intercept Pledged Revenues from moneys designated for apportionment to the District for fiscal year 2020-21 ("**Funds Subject to Intercept**"), and to transfer such amounts to the Trustee for deposit into the Payment Account with a designation to the Trustee of the amounts to be credited for the District. Upon such deposit, such funds will not be available to the District. The District shall provide, or cause to be provided on its behalf, a notice to the State Controller accompanied by a schedule setting forth the dates and amounts of intercepts, together with instructions to whom such funds shall be wired, substantially in the form attached hereto as Exhibit B, and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures (the "**Intercept Schedule**"). In circumstances where, despite having received a proper Intercept Schedule on behalf of the District, the Funds Subject to Intercept are inadvertently sent to the District during a Repayment Period, the District is obligated to remit the Funds Subject to Intercept to the Trustee forthwith. If the District receives any Pledged Revenues necessary for repayment of the District Notes during a Repayment Period, it will immediately deposit such amounts with the Trustee for deposit into the Payment Account.

Should the Legislature of the State take action following the date of issuance of the District Notes (a "**Change in State Law**") to advance or further defer the dates upon which the Deferral Amounts are to be paid, or to otherwise alter the Deferral Amounts, the Authority on the District's behalf shall adjust the Intercept Schedule and Notice to the State Controller, so that sufficient funds are available for repayment of the District Notes. If the effect of the Change in State Law is to reduce any Deferral Amounts due to be paid to the District, so that a greater percentage of the apportionments payable in due course to the District during any of the Deferral Months is in fact paid during the Deferral Months (each, a "Restored Apportionment"), the District has authorized the Authority, on the District's behalf, to provide the Controller with a revised Intercept Schedule or schedules that (a) reduce the Funds Subject to Intercept during the months of July through and including November 2021 by an amount equal to the Restored Apportionment and (b) subject all of the Restored Apportionment to the Intercept Notice and Schedule in the Repayment Periods and in the amounts established pursuant to the Change in State Law.

If the effect of the Change in State Law is to delay one or more dates upon which the Deferral Amounts were, as of the date of issuance of the District Notes, expected to be paid to the District, the District has authorized the Authority, on its behalf, to provide the Controller with a revised Intercept Schedule that reduces or increases, as appropriate, the Deferral Amounts as and when scheduled to be received under the terms of the Change in State Law during revised Repayment Periods.

(F) Determination of Repayment Periods. With respect to each Series of District Notes, the length of any individual Repayment Period shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days, and the number of Repayment Periods determined in the related Confirmation of Pricing shall not exceed nine (9), or as otherwise determined in the related Confirmation of Pricing; provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Accounts of all outstanding Series of Notes of a higher priority. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of District Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Confirmation of Pricing, by executing and delivering the Confirmation of Pricing, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(G) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes, subject to the payment priority provisions of Section 20 hereof and this Section, in the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

(1) with respect to all Series of Senior Notes:

a. first, to pay interest with respect to all Series of Senior Notes pro-rata; and

b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;

(2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;

(3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Confirmation of Pricing, to make the pro-rata payments corresponding to each such

Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and

(4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Indenture have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Indenture. Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date.

(H) Investment of Moneys in Proceeds Account and Payment Accounts. Moneys in the Proceeds Account attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Indenture, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Indenture, and as designated in the Confirmation of Pricing applicable to such Series of Notes.

Section 12. Execution of Note. In the event the Board of Supervisors of the County fails or declines to authorize issuance of the Series of Notes as referenced in Section 2 hereof, any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual, electronic or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent or Chancellor of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed designee thereto, shall be authorized to countersign each such Note by manual, electronic or facsimile signature. Any one of the Treasurer of the County, or, in the absence of said officer, his or her duly appointed assistant, the Chairperson of the Board of Supervisors of the County or the Auditor (or comparable financial officer) of the County shall be authorized to execute each Note of any Series issued hereunder by manual, electronic or facsimile signature and the Clerk of the Board of Supervisors of the County or any Deputy Clerk shall be authorized to countersign each such Note by manual, electronic or facsimile signature and to affix the seal of the County to each such Note either manually, electronically or by facsimile impression thereof. Said officers of the County or the District, as applicable, are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Confirmation of Pricing. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Note Purchase Agreement, as applicable, this Resolution and the Indenture. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or

obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 13. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Indenture to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the County or the District, as applicable, shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer of a Note of a Series, the District, the County or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

In the event that the Authorized Officer shall elect to issue the District's Notes within the CSFA Program, such Notes shall be deposited with the Trustee and maintained in trust until their scheduled maturity and payment in full. The District Notes shall not be transferable or assignable by the Trustee while the associated Pooled Authority Notes are outstanding. Notwithstanding the foregoing, in the event that the District Notes should be lost, stolen, destroyed or mutilated prior to their stated maturity, the District shall cause to be issued a new District Note or Notes of the same tenor, term and maturity as the original to replace the same upon such reasonable terms and conditions, including the payment of costs and the posting of a surety bond, as may from time to time be determined and prescribed by the Authorized Officer in consultation with the Authority.

(A) Subject to Section 7 hereof, the County, the District, the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the County, the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Pooled Authority Notes to which such Series of District Notes is assigned, if such Series of Pooled Authority Notes are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the County and the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the County or the District, as applicable, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the County or the District, as applicable. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the County, the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the County or the District, as applicable, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses which may be incurred by the County or the District, as applicable, and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the County (on behalf of the District) or on the part of the District, as applicable, whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 14. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2020-21 pursuant to Article XVI, Section 6 of the Constitution of the State of California and California Education Code 42620; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Accounts of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Accounts.

Section 15. Representations and Covenants.

(A) The District is a school, community college district or county office of education, duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and approve and perform its obligations under the Note Purchase Agreement(s) and the District Note(s), and (ii) authorize the issuance of one or more Series of Notes, or, if applicable authorize the County to issue one or more Series of Notes on its behalf.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, (ii) the District has full legal right, power and authority to issue and deliver each Series of Notes, or (iii) the District has full legal right, power and authority to request the County to issue and deliver such Series of Notes on behalf of the District and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Note Purchase Agreement(s) and the Indenture(s) and compliance with the provisions hereof and thereof do not and will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly and properly adopted a budget for Fiscal Year 2020-21 setting forth expected revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly and properly prepare and adopt its revised or final budget for Fiscal Year 2020-21, (ii) provide to the Authority, the Trustee, the Underwriters and the Municipal Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) [FOR TRADITIONAL TRANS NON-STATE CREDIT ISSUERS][The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2014-15 through Fiscal Year 2018-19, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2019-20 and 2020-21, respectively.]

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed, or had filed on its behalf, a petition in bankruptcy.

(H) The District's most recent audited financial statements fairly present the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriters, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Authority, Underwriters, and the Municipal Advisor, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Note Purchase Agreement(s), the District Note or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Note Purchase Agreement(s), the Indenture or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Authority, the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes or Pooled Authority Notes, as applicable, issued or executed and delivered in connection with any Series of the Notes; provided, however that, if the CSFA Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the not-to-exceed Principal Amount in connection with the issuance of one or more Series of Additional Series of District Notes as provided for herein.

(K) Upon issuance of a Series of Notes, such Series of Notes, and this Resolution will constitute the legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally (as applicable), the application of equitable principles, if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(1) The District acknowledges that pursuant to Senate Bill 820, codified as California Education Code Section 17199.15, notwithstanding any other law, if any bonds or notes that were issued for purposes of borrowing pursuant to paragraph (3) of

subdivision (a) of California Education Code Section 17199.1 to fund several financings of working capital for several participating parties under a single resolution remain outstanding, each participating party for which those bonds were issued is ineligible to be a debtor in a case under Chapter 9 of the United States Bankruptcy Code (Chapter 9 (commencing with Section 901) of Title 11 of the United States Code), as that chapter may be amended from time to time, and no governmental officer or organization is or may be empowered to authorize a participating party to be a debtor under that chapter.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the CSFA Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues for fiscal year 2020-21.

(N) So long as any Series of Pooled Authority Notes executed or issued in connection with a Series of District Notes are Outstanding, the District will not create or suffer to be created any pledge of or lien on such Series of District Notes other than the pledge and lien of the Indenture.

(O) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriters, a qualified certification) applicable to the fiscal year ending June 30, 2020 ("**Fiscal Year 2019-20**") or June 30, 2021 ("**Fiscal Year 2020-21**") (within the meaning of Section 42133 of the California Education Code). The District covenants that it will immediately deliver a written notice to the Authority, the Underwriters, the Municipal Advisor, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2019-2020 or Fiscal Year 2020-21 prior to the respective Closing Date referenced in each Confirmation of Pricing or the Maturity Date of each Series of Notes.

(P) The District will maintain a positive general fund balance in Fiscal Year 2020-21.

(Q) The District will maintain an investment policy consistent with the policy set forth above.

(R) The District covenants that it will immediately deliver a written notice to the Authority, the Underwriters, the Municipal Advisor and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 16. Tax Covenants.

(A) The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the federal income tax exclusion from gross income of the interest payable on each Series of Authority Notes that make up the "issue" (as defined in Section 1.150-1(c) of the Treasury Regulations) of Authority Notes that purport to be Tax-Exempt (hereinafter, a "Tax-Exempt Issue"). Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any District Notes or any other funds of the District that would cause any Tax-Exempt Issue to be an "arbitrage bond" within the meaning of Section 148 of the Code, a "private activity bond" within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is "federally guaranteed" as provided in Section 149(b) of the Code.

(B) In the event the District is deemed a Large Issuer (as defined above) with respect to a Tax-Exempt Series of Authority Notes, this subsection (B) shall apply. The District covenants that it shall determine, pursuant to the District Tax Certificate, whether all of the proceeds of the District Notes are treated as "spent" for purposes of the Arbitrage Regulations, and shall, to the extent advised by the Authority following calculations performed by the Authority's arbitrage rebate consultant, segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Bond Counsel referred to herein to assure Authority compliance with the Rebate Requirements.

(C) Notwithstanding any other provision of this Resolution to the contrary, upon the District's failure to observe, or refusal to comply with, the covenants contained in this Section, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pooled Authority Notes related thereto), the Authority Note owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District's failure to observe, or refusal to comply with, such covenants. The District further recognizes that its noncompliance with the covenants contained in this Section could cause interest on an entire Series of Authority Notes only a portion of which is allocable to the District Notes, or on an entire "issue" (as defined in Section 1.150-1(c) of the Treasury Regulations) of Authority Notes only a portion of which is allocable to the District Notes, to become included in the gross income for federal income tax purposes of the owners of such Series of Authority Notes or such "issue" (as so defined) of Authority Notes.

(D) With adequate lead time, the District shall provide to the Municipal Advisor and Bond Counsel the monthly cash-flows for its 2019-20 fiscal year, for its 2020-21 fiscal year (using estimates for months as to which the District's "books" have not yet been closed) and, to the extent possible, and particularly where the District reasonably expects its "maximum anticipated cumulative cash flow deficit" ("MACCFD") to occur after the close of its 2020-21 fiscal year, monthly cash-flows for the 2021-22 fiscal year, the last of which month ends after the expected date of the District's MACCFD. The District shall cooperate with the Municipal Advisor and Bond Counsel in their review of the District's MACCFD, in order to promote efficiency and accuracy given the anticipated number of participants in the CSFA Notes.

(E) The District shall certify, in the District Tax Certificate (or other similar document) the District is requested by CSFA and Bond Counsel to sign prior to the issuance of the CSFA Notes, its MACCFD, which shall be based on the District's reasonably expected cash-flows for the remaining months of the 2020-21 fiscal year and, as applicable, several months of the 2021-22 fiscal year. The District shall represent in the District Tax Certificate that it understands the basic methodology under which the MACCFD is calculated, including the rules governing when proceeds the District derives from the issuance of its District Note are treated as "spent" for federal income tax purposes.

(F) The District shall report to CSFA, not more than 45 days after the District expected to reach its MACCFD, whether in fact, absent proceeds the District derives from the issuance of its District Note, it has reached its MACCFD. Such reporting shall be done through a form that will be an exhibit to the District Tax Certificate. In the event the District has not reached its MACCFD, the District shall cooperate with CSFA, CSFA's arbitrage rebate consultant and Bond Counsel (as needed) in such consultant's calculation of the amount of arbitrage rebate liability, if any, owed by CSFA to the U.S. Department of the Treasury. The District understands that CSFA, based on such calculations, may allocate a portion of CSFA's arbitrage rebate liability to the District based on the District's cash-flows. The District agrees to pay or reimburse CSFA for such allocable share of CSFA's arbitrage rebate liability and CSFA's expense associated with the calculation of arbitrage rebate liability.

(G) The covenants contained in this Section shall survive the payment of all Series of the Notes.

Section 17. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an "**Event of Default**:"

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee, unless the Trustee shall agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Note Purchase Agreement(s) (including the Confirmation(s) of Pricing), or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Note Purchase Agreement(s), or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District; and

(E) An "Event of Default" under the terms of the resolution, if any, of the County providing for the issuance of the Notes (and any Series thereof).

Whenever any Event of Default referred to in this Section shall have happened and be continuing, subject to the provisions of Section 20 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Indenture have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Indenture an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(2) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 18. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Indenture including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 19. Sale of Notes. Each Series of District Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of District Notes, in each case as hereinbefore approved.

Section 20. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 11(G) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Confirmation of Pricing, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 21. Continuing Disclosure Undertaking. [THIS CONTINUING DISCLOSURE SECTION SHALL APPLY TO NON STATE-CREDIT ISSUERS, AS APPLICABLE]

(A) The District covenants to report to the Authority and the State Treasurer, as dissemination agent to the Authority (the "**Dissemination Agent**"), the occurrences of the events described in paragraphs (A)(1)j. and (A)(2)h. below, within five business days of such occurrence in order to assist the Authority with its continuing disclosure obligations set forth below with respect to the Authority Notes and the related Series of District Notes. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board. The Authority shall, for the sole benefit of the owners of each Series of Authority Notes and the related Series of District Notes (and, to the extent specified in this Section, the beneficial owners thereof):

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Authority Notes;

b. Unscheduled draws on debt service reserves reflecting financial difficulties;

c. Unscheduled draws on credit enhancements reflecting financial difficulties;

d. Substitution of credit or liquidity providers, or their failure to perform;

e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

f. Tender offers;

g. Defeasances;

h. Rating changes; or

i. Bankruptcy, insolvency, receivership or similar event of the obligated person.

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding

under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation (as defined herein) of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Authority Notes or other material events affecting the tax status of such Series of Notes and the related Series of Authority Notes;

b. Modifications to rights of owners and beneficial owners of the Series of Authority Notes which evidence and represent such Series of Notes;

c. Optional, contingent or unscheduled bond calls;

d. Release, substitution or sale of property securing repayment of such Series of Notes;

e. Non-payment related defaults;

f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;

g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or

h. Incurrence of a Financial Obligation of the District (as defined herein), or agreement to covenants, events of default, remedies, priority

rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term "Financial Obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2)h. of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District's determination.

If the District learns of the occurrence of an event described in subsection (A)(1)j. of this Section, or determines that the occurrence of an event described in subsection (A)(2)h. of this Section would be material under applicable federal securities laws, the District shall promptly within five business days provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Authority Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 17 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a "beneficial owner" shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Authority Notes of the Series related to such Series of District Notes (including persons holding Authority Notes through nominees, depositories or other intermediaries).

(D) The District's obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Authority Notes, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a "**Listed Event**"), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Authority Notes, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Authority Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Authority Notes. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services

hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Indenture.

(H) This Section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriters, and owners and beneficial owners from time to time of the Authority Notes, and shall create no rights in any other person or entity.

Section 22. Approval of Actions. The aforementioned officers of the County or the District, as applicable, are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Note Purchase Agreement and Indenture. All actions heretofore taken by the officers and agents of the County, the District or this Board with respect to the sale and issuance of the Notes and participation in the CSFA Program are hereby approved, confirmed and ratified and the officers and agents of the County and the officers of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Authority Notes, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof, and the officers of the County referred to above in Section 12 hereof, are hereby designated as "Authorized District Representatives" under the Indenture.

(A) If the name of the District indicated on page 1 hereof is not the correct legal name of the District that adopted this Resolution, then it shall nevertheless be deemed to refer to the District that adopted this Resolution, and the name of the District indicated on page 1 hereof shall be treated as the correct legal name of said District for all purposes in connection with the CSFA Program.

(B) This Board hereby approves the execution and delivery of any and all agreements, documents, certificates and instruments referred to herein with electronic signatures under the California Uniform Electronic Transactions Act and digital signatures under Section 16.5 of the Government Code.

Section 23. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Authority Notes to which such Series of Notes is related and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrepealable.

Section 24. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Authority Notes to which such Series of Notes may be related, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 11 hereof, District officers shall not be personally liable for the payment of any Note or any other obligation of the District hereunder and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 25. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 26. Submittal of Resolution to County. The Secretary or Clerk of the Board of the District is hereby directed to submit one certified copy each of this Resolution to the Clerk of the Board of Supervisors of the County, to the Treasurer of the County and to the County Superintendent of Schools.

[Remainder of page intentionally left blank.]

ADOPTED, SIGNED AND APPROVED this 14th day of January 2021, by the governing board of the Alum Rock Union Elementary School District at a regularly scheduled meeting held in San Jose, California, at a location freely accessible to the public, or held remotely pursuant to Executive Order of the Governor, and in order to adhere as closely as possible to the orders of the health officials on behalf of the County, with remote access available to the public, by the following roll-call vote:

AYES:_____

NOES:_____

ABSTAIN:_____

ABSENT:_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____
President of the Board

Attest:

By: _____
Clerk of the Board

EXHIBIT A
FORM OF NOTE

R-1 $_____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

SANTA CLARA COUNTY, CALIFORNIA

2020-2021 TAX AND REVENUE ANTICIPATION NOTE SERIES __

Date of
Original Issue

REGISTERED OWNER: U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: _____ DOLLARS

Interest Rate	Maturity Date
___%	_____, 2021

First Repayment Period	Second Repayment Period	Third Repayment Period	Fourth Repayment Period	Fifth Repayment Period
[__% of total] [$_____] [principal][interest]	[__% of total] [$_____] [principal][interest]	[__% of total] [$_____] [principal][interest]	[__% of total] [$_____] [principal][interest]	[__% of total] [$_____] [principal][interest]
[principal and interest] due at maturity	[principal and interest] due at maturity	[principal and interest] due at maturity	[principal and interest] due at maturity	[principal and interest] due at maturity

FOR VALUE RECEIVED, the District/County Office of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on _____ 1, 20 and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank National Association in San Francisco, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the maturity date to pay all or a portion of the principal of and interest on this Note on the date of

such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

[IF ISSUED BY DISTRICT] [It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, Additional Series of District Notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

[IF ISSUED BY COUNTY] [It is hereby certified, recited and declared that this Note (the "Note") represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of certain resolutions of the governing boards of the District and the County duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (collectively, the "Resolution"), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, Additional Series of District Notes may be issued by the District secured by a lien on a parity with the lien securing this Note.]

The term "Unrestricted Revenues" means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2020-21 which will be received by or will accrue to the District during such fiscal year for the general fund, including Deferral Amounts (as defined in the Resolution) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged [Deferral Amounts from Funds Subject to Appropriation, and at its option,] the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the "Pledged Revenues"). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues[, on a parity with the lien and charge securing the District Parity Existing Indebtedness]. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment

of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The [County, the] District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and [the County,] the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

[IF ISSUED BY COUNTY] [IN WITNESS WHEREOF, the Board of Supervisors of the County has caused this Note to be executed by the manual, electronic or facsimile signature of a duly authorized officer of the County and countersigned by the manual, electronic or facsimile signature of its duly authorized officer and caused its official seal to be affixed hereto either manually or by facsimile impression hereon as of the date of authentication set forth below.]

EXHIBIT B
FORM OF INTERCEPT NOTICE

Notice to the State Controller Pursuant to Education Code Section 17199.4

_____, 2021

Re: California School Finance Authority State Aid Intercept Notes (Fiscal Year 2020-21 School and Community College District Deferrals), 2021 Series A (the "Notes")

WHEREAS, Alum Rock Union Elementary School District, a California school district (the "Participant"), has issued its Tax and Revenue Anticipation Notes, 2021 Series A (the "District Note"), pursuant to a resolution (the "Resolution"), adopted by its governing board on [December 17, 2020].

WHEREAS, the Participant has elected to have amounts due to be paid under its District Notes pledged to the repayment of the Notes, pursuant to the terms of that certain Indenture, dated as of March 1, 2021 (the "Indenture"), by and between the California School Finance Authority (the "Authority") and U.S. Bank National Association, as trustee (the "Trustee"); and

WHEREAS, the Authority has issued the Notes to fund its purchase of the District Notes and the 2020-21 tax and revenue anticipation notes of certain other California school and community college districts and county offices of education;

NOW THEREFORE, NOTICE IS HEREBY GIVEN PURSUANT TO SECTION 17199.4(c)(2) OF THE EDUCATION CODE OF THE STATE OF CALIFORNIA TO THE STATE CONTROLLER OF THE STATE OF CALIFORNIA (the "CONTROLLER"), that:

1. The governing board of the Participant has elected, pursuant to a resolution adopted on [December 17, 2020] and Section 17199.4(c)(1) of the Education Code of the State of California (the "Education Code"), to participate under Section 17199.4 of the Education Code, as described therein, and to direct the Controller to make transfers during the "Repayment Periods" and in the amounts (or such lesser amounts as are available to transfer) in the "Total Intercept" column set forth on Schedule I attached hereto, directly to the Trustee indicated in Section 3 hereto. If the amount available to the Controller to be transferred on any transfer date is less than the amount in the "Total Intercept" column set forth on Schedule I attached hereto, then the amount of such deficiency (each, a "Shortfall") shall be carried forward to the following Repayment Period, during which the amount set forth in the Total Intercept column shall be increased by the amount of the Shortfall and transferred to the Trustee. If in such subsequent Repayment Period, these actions result in an additional Shortfall for the next succeeding Repayment Period, such Shortfall shall be added to subsequent transfers until no Shortfall remains.

2. The Participant hereby authorizes the Authority to provide a revised Schedule I to the Controller in the event of any Change in State Law, as defined in the Memorandum of Understanding (the "MOU"), by and among the Authority, the Controller and the California Department of Education, dated as of March 1, 2021, that causes a change in the timing of

receipt or amount of the Participant's Deferral Amounts (as defined in the MOU) during any Repayment Period.

3. The Participant hereby represents and certifies that all of the payments described in Schedule I hereto, summarized as the Total Intercept, are being made in support of the Participant's working capital loan from the Authority, evidenced by its District Notes, in accordance with Section 17199.4(a) of the Education Code, that the amount stated as the Total Intercept is not in excess of the actual payment obligations due under the District Notes, and that it is not submitting this notice for the purpose of accelerating the Participant's receipt of apportionments under Section 42238.02 of the Education Code, as required under Section 17199.4(d) of the Education Code. These representations and certifications extend to the terms of any revised Schedule I provided to the Controller under Section 2 hereof.

4. Transfers pursuant to Section 1 above shall be paid by wire transfer of immediately available funds to:

Bank: U.S. Bank, N.A.
ABA#: 091000022
FBO: U.S. Bank Trust National Association
Account #: 180121167365
Reference: CSFA 2020-2021 TRANS

[Remainder of page intentionally left blank]

District: Alum Rock Union Elementary School District

Address: 2930 Gay Avenue
San Jose, CA 95127

County: Santa Clara

Executed and entered into on the Date set forth on Page 1 of the District's "NOTICE TO THE STATE CONTROLLER PURSUANT TO EDUCATION CODE SECTION 17199.4" attached hereto and incorporated herein.

Alum Rock Union Elementary School District

By_____
Name: Kolvira Chheng
Title: Assistant Superintendent, Business Services

[Signature Page to Intercept Notice]

[Notice to the State Controller Pursuant to Education Code Section 17199.4]

Schedule I

Intercept Payment Amounts and Repayment Periods

Repayment Periods	Payment Amounts
Total	

EXHIBIT B

(Continued)

EFT FORM

STATE OF CALIFORNIA
STATE CONTROLLER'S OFFICE
ELECTRONIC FUNDS TRANSFER AUTHORIZATION
FAM 34 (Rev. 11/19)

SECTION A

1. TYPE OF ENROLLMENT ACTION	2. ENTITY NAME
1. ☐ NEW 2. ☐ CHANGE 3. ☐ CERTIFICATION 4. ☐ CANCEL	

SECTION B

1. TYPE OF ACCOUNT ☐ C (Checking) ☐ S (Savings)		
2. ROUTING NUMBER		3. DEPOSITOR ACCOUNT NUMBER
4. FINANCIAL INSTITUTION NAME		
5. BRANCH NUMBER OR NAME	Telephone Number	
6. FINANCIAL INSTITUTION ADDRESS	Number and Street / City / State / Zip	

SECTION C

1. CHECK APPROPRIATE BOX

☐ Authorize direct deposit of payments due the entity named in Section A into the designated account.

☐ Cancel direct deposit for the entity named in Section A.

2. CERTIFICATION

☐ I certify that the entire amounts authorized to be received by this account **are not** subject to be transferred to a foreign bank account. If this box is not checked, the State Controller's Office will issue all payments by warrant only.

AUTHORIZED SIGNATURE FOR THE ENTITY NAMED IN SECTION A	PRINT OR TYPE NAME
TELEPHONE NUMBER	DATE

GENERAL INSTRUCTIONS

- To enroll for direct deposit of payments by the State Controller's Office, complete Sections A, B, and C of this form.
- To change, certify, or cancel your existing direct deposit information, complete Sections A, B, and C of this form.
- Contact your financial institution for your routing number and depositor account number.
- Your direct deposit will continue to be deposited into your designated account at your financial institution until the State Controller's Office is notified that you wish to redesignate your account and/or your financial institution. To redesignate, complete and submit a new form with the new information. DO NOT CLOSE YOUR OLD ACCOUNT UNTIL YOUR FIRST PAYMENT IS DEPOSITED INTO YOUR NEWLY DESIGNATED ACCOUNT AND/OR FINANCIAL INSTITUTION.
- This authorization remains in full force and effect until the State Controller's Office receives written notification from the entity of its termination, or until the State Controller's Office terminates the agreement.

Return this completed form to:

State Controller's Office
Attn: Local Reimbursements Section
Local Government Programs and Services Division
3301 C Street, Suite 700
Sacramento, CA 95816
TEL (916) 322-8733, FAX (916) 323-6527

EXHIBIT C

DISTRICT INFORMATION TO BE PROVIDED FOR

PRELIMINARY OFFICIAL STATEMENT

*In the event the District is determined to be a Non State-Credit Issuer, or if the District has District Senior Existing Indebtedness, the District may be asked to provide the following information for inclusion with the form of Preliminary Official Statement:

- Name of District
- Location by city or cities and county
- Number and type of schools operated
- Current approximate ADA/FTES
- Chart of Second Period ADA or FTES during the current (estimated) and past four years
- Statement as to Positive, Qualified or Negative Certificate from County Office of Education (K-12s only)
- Names and numbers of members of each bargaining unit and status regarding term of current contract or negotiations
- General Fund balance sheets, with audited numbers for Fiscal Years 2018-19, unaudited (or audited, if available) for 2019-20 and budgeted numbers for Fiscal Year 2020-21
- Other Post-Employment Benefits (OPEB): describe premiums paid for retirees, eligibility for retirement among employee groups, and total number of retirees currently receiving OPEB.
- Chart of outstanding long-term debt as of June 30, 2020 (or most current available)
- Sources of alternate liquidity
- Cash Flows for 2019-20 and projections for 2020-21

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 5, 2021

Subject: Approve Board Policy 6173, Education for Homeless Children – Second Reading.

Staff Analysis:

Attached is the second reading for Board Policy 6173, Education for Homeless Children

Recommendation:

Staff recommends approval of second reading.

Submitted by: Norma Flores NF Title: Director, Student Services

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Recommend Approval

7.01
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

Education For Homeless Children

BP 6173
Instruction

The Board of Trustees desires to ensure that homeless students have access to the same free and appropriate public education provided to other students within the district. The district shall provide homeless students with access to education and other services necessary for them ~~these students~~ to meet the same challenging academic standards as other students.

(cf. 6011 - Academic Standards)

The Superintendent or designee shall identify and remove any barriers to the identification and enrollment of homeless students and to the retention of homeless students due to absences or outstanding fees or fines. (42 USC 11432)

(cf. 3250 - Transportation Fees)
(cf. 3260 - Fees and Charges)
(cf. 5113.1 - Chronic Absence and Truancy)

When there are at least 15 homeless students in the district or a district school, the district's local control and accountability plan (LCAP) shall include goals and specific actions to improve student achievement and other outcomes of homeless students. (Education Code 52052, 52060)

(cf. 0460 - Local Control and Accountability Plan)

The Superintendent or designee shall designate an appropriate staff person to serve as a district liaison for homeless children and youths. The district liaison shall fulfill the duties specified in 42 USC 11432 to assist in identifying and supporting homeless students to succeed in school.

In order to identify district students who are homeless, the Superintendent or designee may give a housing questionnaire to all parents/guardians during school registration, make referral forms readily available, include the district liaison's contact information on the district and school web sites, provide materials in a language easily understood by families and students, provide school staff with professional development on the definition and signs of homelessness, and contact appropriate local agencies to coordinate referrals for homeless children and youth and unaccompanied youth.

SECOND READING

(cf. 1113 - District and School Web Sites)

(cf. 4131 - Staff Development)
(cf. 4231 - Staff Development)
(cf. 4331 - Staff Development)

Information about a homeless student's living situation shall be considered part of a student's educational record, subject to the Family Educational Rights and Privacy Act and shall not be deemed to be directory information as defined in 20 USC 1232g. (42 USC 11432)

(cf. 5125 - Student Records)
(cf. 5125.1 - Release of Directory Information)

~~Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way.~~

~~(cf. 3553 - Free and Reduced Price Meals)~~

The Superintendent or designee shall ensure that placement decisions for homeless students are based on the student's best interest as defined in law and administrative regulation.

~~(cf. 5111.13 - Residency for Homeless Children)~~

Each homeless student shall be provided services that are comparable to services offered to other students in the school, including, but not limited to, transportation, educational programs for which the student meets the eligibility criteria (such as federal Title I services or similar state or local programs, programs for students with disabilities, and educational programs for English learners), career and technical education programs, programs for gifted and talented students, and school nutrition programs. (42 USC 11432)

(cf. 3550 - Food Service/Child Nutrition Program)
(cf. 3553 - Free and Reduced Price Meals)
(cf. 5148.2 - Before/After School Programs)
(cf. 5148.3 - Preschool/Early Childhood Education)
(cf. 6159 - Individualized Education Program)
(cf. 6164.2 - Guidance/Counseling Services)
(cf. 6171 - Title I Programs)
(cf. 6172 - Gifted and Talented Student Program)
(cf. 6174 - Education for English Language Learners)
(cf. 6177 - Summer Learning Programs)
(cf. 6178 - Career and Technical Education)
(cf. 6179 - Supplemental Instruction)

SECOND READING

Homeless students shall not be segregated into a separate school or program based on their status as homeless and shall not be stigmatized in any way. However, the Superintendent or designee may separate homeless students on school grounds as necessary for short periods of time for health and safety emergencies or to provide temporary, special, and supplementary services to meet the unique needs of homeless students. (42 USC 11432, 11433)

(cf. 0410 - Nondiscrimination in District Programs and Activities)
(cf. 3553 - Free and Reduced Price Meals)

The Superintendent or designee shall coordinate with other agencies and entities to ensure that homeless children and youth are promptly identified, ensure that homeless students have access to and are in reasonable proximity to available education and related support services, and raise the awareness of school personnel and service providers of the effects of short-term stays in a shelter and other challenges associated with homelessness. Toward these ends, the Superintendent or designee shall collaborate with local social services agencies, other agencies or entities providing services to homeless children and youth, and, if applicable, transitional housing facilities. In addition, the Superintendent or designee shall coordinate transportation, transfer of school records, and other interdistrict activities with other local educational agencies. As necessary, the Superintendent or designee shall coordinate, within the district and with other involved local educational agencies, services for homeless students and services for students with disabilities. (42 USC 11432)

(cf. 1020 - Youth Services)

District liaisons and other appropriate staff shall participate in professional development and other technical assistance activities to assist them in identifying and meeting the needs of homeless students and to provide training on the definitions of terms related to homelessness. (42 USC 11432)

SECOND READING

Legal Reference:
EDUCATION CODE
~~1980-1986 County community schools~~
2558.2 Use of revenue limits to determine average daily attendance of homeless children
39807.5 Payment of transportation costs by parents
48850 Educational rights of homeless and foster youth
48852.5 Notice of educational rights of homeless students
48852.7 Enrollment of homeless students
48915.5 Recommended expulsion, homeless student with disabilities
48918.1 Notice of recommended expulsion
51225.1-51225.3 Graduation requirements
52060-52077 Local control and accountability plan

CODE OF REGULATIONS, TITLE 5
4600-4687 Uniform complaint procedures
UNITED STATES CODE, TITLE 20
1087vv Free Application for Federal Student Aid; definitions
1232g Family Educational Rights and Privacy Act
6311 Title I state plan; state and local educational agency report cards

UNITED STATES CODE, TITLE 42
11431-11435 McKinney-Vento Homeless Assistance Act
12705 Cranston-Gonzalez National Affordable Housing Act; state and local strategies

Management Resources:
CALIFORNIA CHILD WELFARE COUNCIL
Partial Credit Model Policy and Practice Recommendations
CALIFORNIA DEPARTMENT OF EDUCATION
Homeless Education Dispute Resolution Process, January 30, 2007
NATIONAL CENTER FOR HOMELESS EDUCATION PUBLICATIONS
Homeless Liaison Toolkit, 2013
U.S. DEPARTMENT OF EDUCATION GUIDANCE
Dear Colleague Letter, July 27, 2016
Education for Homeless Children and Youths Program, Non-Regulatory Guidance, July ~~2004~~2016
WEB SITES
California Child Welfare Council: http://www.chhs.ca.gov/Pages/CAChildWelfareCouncil.aspx
California Department of Education, Homeless Children and Youth Education: http://www.cde.ca.gov/sp/hs/cy
National Center for Homeless Education at SERVE: http://www.serve.org/nche
National Law Center on Homelessness and Poverty: http://www.nlchp.org
U.S. Department of Education: http://www.ed.gov/programs/homeless/index.html

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California
Revised: ~~December 17, 2020~~January 14, 2021

SECOND READING

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve the adoption of the District's Initial Bargaining Proposal to Open Negotiations with AREA for the period of July 1, 2021-June 30, 2024.**

Staff Analysis:

Staff recommends that the Board of Trustees approves the adoption of the District's initial proposal for the period of July 1, 2021-June 30, 2024 as presented and directs Superintendent and/or her designee to begin negotiations with AREA.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: **Recommend Approval**

8.01

Agenda Placement

Meeting: January 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

January 14, 2021

Alum Rock Union Elementary School District's (Initial Proposal)

Successor Agreement to

Alum Rock Educators Association (AREA)

for the 2021-2024 school years

Pursuant to Educational Employment Relations Act (EERA), the District hereby submits its initial bargaining proposal for the next successor agreement for the 2021-2024 school years.

Article I – Agreement

Article III – Negotiations

Article IV – Calendar (Appendix C – Teaching Calendars)

Article IX – Hours of Employment

Article X – Class Size

Article XIII – Employee Evaluation (Appendix E – Evaluation Timelines)

Article XIV – Transfer, Assignment and Reassignment

Article XV – Leaves

Article XVI – Salary (Appendix A – Salary Schedules)

Article XX – Extended Year Program

Article XXI – Summer School

The District is committed to work collaboratively and in partnership with the Alum Rock Educators Association. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement and staff success.

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Ratify One-Time Off-Schedule Payment to CSEA Bargaining Unit Members Pursuant to "me, too" Provision for 2019-2020 School Year.**

Staff Analysis:

CSEA Collective Bargaining Agreement (July 1, 2017 - June 30, 2020), Article 8.1.3 states *"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 CSEA bargaining unit, the CSEA shall receive the same increase."* This language is commonly referred to as a "me, too" clause. Teamsters Local 150 received a one-time off-schedule payment of $500 for 2019-2020 school year. Pursuant to the "me, too" clause in the CSEA Agreement, CSEA unit members are entitled to the same one-time off-schedule payment for the 2019-2020 school year. The Board is requested to ratify the payment per the contract terms.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees: Meeting: January 14, 2021
For Ratification Regular Board Meeting

8.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Santa Clara County Office of Education

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS

School District: *Alum Rock Union Elementary School District*
Bargaining Unit: CSEA
Period of Agreement: FY 2019-20

FTE: 173.00
Date of Public Meeting: 1/14/21

Please submit copies of the **tentative agreement(s) and updated multi-year projection** with the disclosure.

Government Code Section 3547.5: Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Public Instruction.

	2019-20	*2020-21*	*2021-22*
Salary Schedule increases	0.00%	0.00%	N/A
Off-Schedule payments	$ 500.00	$ -	-
Health & Welfare (capped?)	Status Quo	Status Quo	N/A

Details (cap limit, plan coverage, etc.):
One-time off schedule payment in 2019-20, "Me Too" clause.

Other provisions:

TOTAL COST INCREASE OF PROPOSED AGREEMENT IN PRESENT & FUTURE YEARS

Indicate the costs of salary and benefit increases that would be incurred under the agreement.

	2019-20	*2020-21*	*2021-22*
Salary including statutory costs*	-	-	-
Benefits	-	-	-
Other Compensation Costs	180,141	-	-
Other Non-Compensation Costs	-	-	-
Total Cost of Settlement	180,141	-	-
Total % Increase	0.00%	0.00%	0.00%
Projected STRS/PERS rates	17.10%/19.72%	16.15%/20.70%	16.00%/23.00%

**please include statutory costs tied to salary such as employer-paid taxes and PERS/STRS*

ARTICLE VIII

PAY AND ALLOWANCE

8.1 **Regular Rate of Pay.**

8.1.1 Effective July 1, 2017 the District shall increase the salary schedule for all bargaining unit members by 4.0%. Retroactive payments and the addition of the 4.0% to the salary schedule shall be made by the District no later than the August pay warrant.

8.1.2 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 CSEA bargaining unit, the CSEA shall receive the same increase.

8.1.3 For year three of this Agreement, the parties shall negotiate salary.

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 CSEA bargaining unit, the CSEA shall receive the same increase.

8.2 **Compensation Errors**. Any District compensation error resulting in insufficient payment for a bargaining unit member in the bargaining unit shall be corrected, and a supplemental check issued, not later than five (5) working days after the bargaining unit member provides notice to the Payroll and Human Resources Department.

8.3 **Lost Checks**. Any paycheck issued to a bargaining unit member in the Association bargaining units which is lost after receipt or which is not delivered within five (5) days of mailing, if mailed, shall be replaced in accordance with the following provisions:

1. The bargaining unit member must personally present him/herself at the Payroll Department and sign a Declaration to Obtain Duplicate of Lost Warrant.

2. The Payroll Department will then put a stop payment on the lost/non-received check.

3. The Payroll Department will replace lost check within five (5) days.

4. In the event that the five (5) day wait is a true hardship on the bargaining unit member, a salary advance may be requested by the bargaining unit member. The requested salary advance will be considered in the usual manner of processing.

9.07

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: January 5, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated January 14, 2021.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Recommend Approval

9.07
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
January 14, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Mr. Raji Rajan	Materials & Supplies	$ 100.00	Lyndale Elementary
Mr. & Ms. Thomas Kailath	Materials & Supplies	$ 510.00	Lyndale Elementary
Mr. & Ms. Padmanabhan Menon	Materials & Supplies	$ 540.00	Lyndale Elementary
Mr. & Ms. Karthik Rammohan	Materials & Supplies	$ 700.00	Lyndale Elementary

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

December 1, 2020

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Raji Rajan	$100.00	Educational Board Games

Total Amount of Donations: **$100.00**

BUSINESS OFFICE
RECEIVED
2020 DEC -8 P 2:58

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

December 1, 2020

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Thomas Kailath & Anuradha Luther Maitra	$510.00	Educational Board Games

Total Amount of Donations: **$510.00**

BUSINESS OFFICE
RECEIVED
2020 DEC -8 P 2:58

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

December 1, 2020

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Prasanna & Padmanabhan Menon	$540.00	Educational Board Games

Total Amount of Donations: **$540.00**

BUSINESS OFFICE
RECEIVED
2020 DEC -8 P 2:58

Sincerely,

Kasturi Basu.

Kasturi Basu, Principal

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

December 1, 2020

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Karthik Rammohan & Shakuntala Nagarajan	$700.00	Educational Board Games

Total Amount of Donations: **$700.00**

BUSINESS OFFICE
RECEIVED
2020 DEC -8 P 2:58

Sincerely,

Kasturi Basu.

Kasturi Basu, Principal

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.02
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: January 5, 2021

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during December month of Fiscal Year 2020/2021.

Total of vendor warrants	$	5,924,867.42
Total of payroll warrants	$	4,302,006.94
Total	**$**	**10,226,874.36**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of December 2020.

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Recommend Approval

9.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

December 2020

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,517,765.70
120	Child Development Fund	$0.00
130	Cafeteria Fund	$215,243.74
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$53,582.00
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	$3,138,275.98
	Subtotal	**$5,924,867.42**
95	Student Body Fund	$0.00
	Total Vendor Warrants	**$5,924,867.42**

PAYROLL WARRANTS	
10th of the month	$246,783.29
EOM Payroll	$4,046,342.02
Manual Checks	$8,881.63
Void Checks	$0.00
Total Payroll Warrants	**$4,302,006.94**
Grand Total All Warrants	**$10,226,874.36**

	From	To
AP Warrants used #	4005587	4005936
Payroll Direct Deposit Pay Stub used #	4713400	4714649
Payroll Checks used #	4401220	4401316

AP Check Register - Pivot Table Summary by Vendor
December 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	12/10/2020	4005639	130	$ 2,742.50
	12/18/2020	4005895	010	$ 783.15
4IMPRINT INC. Total				**$ 3,525.65**
ABCYA.COM	12/10/2020	4005707	060	$ 899.97
ABCYA.COM Total				**$ 899.97**
ACCOUNTABLE HEALTHCARE	12/4/2020	4005621	080	$ 8,190.00
ACCOUNTABLE HEALTHCARE Total				**$ 8,190.00**
ACE EMPOWER ACADEMY	12/10/2020	4005670	010	$ 53,734.00
ACE EMPOWER ACADEMY Total				**$ 53,734.00**
ACHIEVE KIDS	12/4/2020	4005593	080	$ 8,384.00
	12/18/2020	4005864	080	$ 8,941.00
ACHIEVE KIDS Total				**$ 17,325.00**
ACHIEVE3000 INC.	12/10/2020	4005640	060	$ 1,080.00
ACHIEVE3000 INC. Total				**$ 1,080.00**
ACTION TOWING AND ROAD SERVICE	12/21/2020	4005909	010	$ 350.00
ACTION TOWING AND ROAD SERVICE Total				**$ 350.00**
AGUIRRE, ANGELITA	12/10/2020	4005652	130	$ 40.86
AGUIRRE, ANGELITA Total				**$ 40.86**
AIRGAS, INC.	12/10/2020	4005657	050	$ 52.57
	12/15/2020	4005788	050	$ 41.00
AIRGAS, INC. Total				**$ 93.57**
ALBERT, WENDY E.	12/18/2020	4005865	010	$ 2,000.00
ALBERT, WENDY E. Total				**$ 2,000.00**
ALEX SALAZAR III	12/10/2020	4005683	010	$ 126.43
ALEX SALAZAR III Total				**$ 126.43**
ALFREDO AND LUCY ENRIQUEZ	12/18/2020	4005856	010	$ 206.18
ALFREDO AND LUCY ENRIQUEZ Total				**$ 206.18**
ALLIANCE FOR YOUTH ACHIEVEMENT	12/17/2020	4005830	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	12/18/2020	4005886	050	$ 163.03
ALLIED REFRIGERATION INC. Total				**$ 163.03**
ALPHA BLANCA ALVARADO(ALPHA1)	12/10/2020	4005671	010	$ 67,353.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 67,353.00**
ALPHA JOSE HERNANDEZ (ALPHA	12/10/2020	4005672	010	$ 73,024.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 73,024.00**
ALUM ROCK #305	12/17/2020	4005831	010	$ 500.00
ALUM ROCK #305 Total				**$ 500.00**
ALUM ROCK ADMINISTRATORS ASSOC	12/17/2020	4005832	010	$ 525.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 525.00**
AMALIA ALVAREZ-CARRILLO	12/21/2020	4005915	010	$ 340.00
AMALIA ALVAREZ-CARRILLO Total				**$ 340.00**
AMAZON WEB SERVICES INC.	12/10/2020	4005731	010	$ 860.51
AMAZON WEB SERVICES INC. Total				**$ 860.51**
AMERICAN FIDELITY ASSURANCE	12/17/2020	4005833	010	$ 15,635.00
AMERICAN FIDELITY ASSURANCE Total				**$ 15,635.00**
AMERICAN FIDELITY ASSURANCE CO	12/17/2020	4005834	010	$ 29,843.01
AMERICAN FIDELITY ASSURANCE CO Total				**$ 29,843.01**

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ANDRES QUINTERO QUINTERO	12/21/2020	4005926	010	$ 4,700.00
ANDRES QUINTERO QUINTERO Total				$ 4,700.00
AON RISK INSURANCE SERVICES	12/16/2020	4005820	010	$ 836,633.47
			670	$ 1,720,991.00
AON RISK INSURANCE SERVICES Total				$ 2,557,624.47
APPLE INC.	12/4/2020	4005605	010	$ 2,572.82
			080	$ 1,322.63
		4005617	060	$ 1,512.91
	12/18/2020	4005896	080	$ 13,301.05
APPLE INC. Total				$ 18,709.41
ARAMARK UNIFORM SERVICES	12/10/2020	4005752	130	$ 735.56
ARAMARK UNIFORM SERVICES Total				$ 735.56
ARCLITE INC	12/10/2020	4005742	050	$ 6,400.00
	12/15/2020	4005789	050	$ 4,430.59
ARCLITE INC Total				$ 10,830.59
ASSOCIATION OF CALIFORNIA	12/17/2020	4005835	010	$ 3,317.71
ASSOCIATION OF CALIFORNIA Total				$ 3,317.71
AT&T	12/4/2020	4005594	010	$ 448.85
	12/10/2020	4005732	010	$ 1,154.36
		4005741	010	$ 2,403.28
AT&T Total				$ 4,006.49
BALDWIN, ANN E.	12/18/2020	4005857	010	$ 798.26
BALDWIN, ANN E. Total				$ 798.26
BARBOZA, JOE	12/15/2020	4005760	010	$ 206.18
BARBOZA, JOE Total				$ 206.18
BAY AREA FLOOR MACHINE	12/4/2020	4005595	010	$ 277.95
	12/10/2020	4005658	010	$ 69.92
	12/15/2020	4005790	010	$ 109.12
BAY AREA FLOOR MACHINE Total				$ 456.99
BENCHMARK EDUCATION COMPANY	12/21/2020	4005927	060	$ 218.50
BENCHMARK EDUCATION COMPANY Total				$ 218.50
BERNAL, STEPHANIE	12/10/2020	4005697	010	$ 50.91
BERNAL, STEPHANIE Total				$ 50.91
BINAIFER PATEL	12/18/2020	4005866	010	$ 166.16
BINAIFER PATEL Total				$ 166.16
BIOMETRICS4ALL INC.	12/10/2020	4005641	010	$ 2.25
BIOMETRICS4ALL INC. Total				$ 2.25
BLICK ART MATERIALS LLC	12/21/2020	4005928	060	$ 198.55
BLICK ART MATERIALS LLC Total				$ 198.55
BRYAN MAHON	12/10/2020	4005698	010	$ 423.38
BRYAN MAHON Total				$ 423.38
BSN SPORTS	12/10/2020	4005642	010	$ 318.64
BSN SPORTS Total				$ 318.64
BUDDY PARDEN	12/10/2020	4005684	010	$ 150.00
BUDDY PARDEN Total				$ 150.00
CALIFORNIA ASSOCIATION FOR	12/15/2020	4005772	010	$ 2,125.00
CALIFORNIA ASSOCIATION FOR Total				$ 2,125.00

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CALIFORNIA DEPARTMENT OF	12/16/2020	4005819	010	$ 3,195.31
CALIFORNIA DEPARTMENT OF Total				$ 3,195.31
CAL-STEAM INC.	12/10/2020	4005659	050	$ 659.11
CAL-STEAM INC. Total				$ 659.11
CAMBIUM LEARNING INC.	12/15/2020	4005773	060	$ 2,250.00
CAMBIUM LEARNING INC. Total				$ 2,250.00
CANON FINANCIAL SERVICES INC.	12/10/2020	4005708	010	$ 71.01
CANON FINANCIAL SERVICES INC. Total				$ 71.01
CARATTINI, DIGNA	12/18/2020	4005858	010	$ 206.18
CARATTINI, DIGNA Total				$ 206.18
CARLOS H ROSALES	12/10/2020	4005685	010	$ 147.14
CARLOS H ROSALES Total				$ 147.14
CARLOS HERNANDEZ	12/4/2020	4005606	010	$ 95.58
CARLOS HERNANDEZ Total				$ 95.58
CARRILLO SILVIA T.	12/10/2020	4005699	010	$ 54.05
CARRILLO SILVIA T. Total				$ 54.05
CARVALHO, SANDRA B. & STEVEN	12/18/2020	4005859	010	$ 396.48
CARVALHO, SANDRA B. & STEVEN Total				$ 396.48
CELLCO PARTNERSHIP	12/10/2020	4005665	010	$ 5,825.52
CELLCO PARTNERSHIP Total				$ 5,825.52
CESAR ARTURO ESCALANTE	12/10/2020	4005686	010	$ 150.00
CESAR ARTURO ESCALANTE Total				$ 150.00
CHAVEZ, LORRAINE	12/15/2020	4005761	010	$ 206.18
CHAVEZ, LORRAINE Total				$ 206.18
CINTAS CORPORATION	12/10/2020	4005666	010	$ 420.27
			050	$ 87.45
		4005673	010	$ 420.27
			050	$ 87.45
		4005687	010	$ 420.27
			050	$ 87.45
	12/18/2020	4005887	010	$ 420.27
			050	$ 87.45
CINTAS CORPORATION Total				$ 2,030.88
COLBI TECHNOLOGIES INC.	12/18/2020	4005882	010	$ 7,500.00
COLBI TECHNOLOGIES INC. Total				$ 7,500.00
COMMUNITY SCHOOL OF MUSIC AND	12/4/2020	4005618	060	$ 400.00
	12/10/2020	4005709	010	$ 5,252.00
COMMUNITY SCHOOL OF MUSIC AND Total				$ 5,652.00
CROWE LLP	12/18/2020	4005883	010	$ 37,500.00
			210	$ 3,000.00
CROWE LLP Total				$ 40,500.00
CROWN CASTLE INTERNATIONAL	12/10/2020	4005643	010	$ 2,804.02
CROWN CASTLE INTERNATIONAL Total				$ 2,804.02
CSEA VICTORY CLUB	12/17/2020	4005836	010	$ 44.00
CSEA VICTORY CLUB Total				$ 44.00
DAISY MADRIGAL	12/10/2020	4005700	060	$ 449.19
	12/18/2020	4005867	060	$ 594.36

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
DAISY MADRIGAL Total				$ 1,043.55
DANELLE FINNEN	12/10/2020	4005701	670	$ 1,000.00
DANELLE FINNEN Total				$ 1,000.00
DANIEL SANCHEZ	12/4/2020	4005619	060	$ 2,800.00
		4005622	060	$ 3,000.00
	12/15/2020	4005774	060	$ 700.00
	12/17/2020	4005821	060	$ 700.00
DANIEL SANCHEZ Total				$ 7,200.00
DAVILA, PAULA	12/18/2020	4005860	010	$ 206.18
DAVILA, PAULA Total				$ 206.18
DAYLIGHT FOODS INC	12/11/2020	4005757	130	$ 17,420.16
DAYLIGHT FOODS INC Total				$ 17,420.16
DELTA DENTAL	12/18/2020	4005855	670	$ 859.52
DELTA DENTAL Total				$ 859.52
DENISSE MENDEZ	12/18/2020	4005868	130	$ 434.37
DENISSE MENDEZ Total				$ 434.37
DEVAUGHN, JERALD R.	12/4/2020	4005630	010	$ 206.18
DEVAUGHN, JERALD R. Total				$ 206.18
DILIBERTO, ALFRED	12/15/2020	4005762	010	$ 206.18
DILIBERTO, ALFRED Total				$ 206.18
DISCOVERY BENEFITS	12/10/2020	4005733	670	$ 60.00
DISCOVERY BENEFITS Total				$ 60.00
DOUGLAS ANTHONY COSTA	12/17/2020	4005822	010	$ 79.00
DOUGLAS ANTHONY COSTA Total				$ 79.00
E.L. ACHIEVE INC.	12/15/2020	4005775	010	$ 2,500.00
			060	$ 2,500.00
	12/18/2020	4005884	010	$ 2,500.00
			060	$ 2,500.00
E.L. ACHIEVE INC. Total				$ 10,000.00
EDUCATIONAL PRODUCTS INC.	12/21/2020	4005929	010	$ 72.54
EDUCATIONAL PRODUCTS INC. Total				$ 72.54
ELIAS VIDRIO	12/10/2020	4005688	050	$ 150.00
ELIAS VIDRIO Total				$ 150.00
EMILY BETH MCCHRISTIAN	12/15/2020	4005807	010	$ 807.50
EMILY BETH MCCHRISTIAN Total				$ 807.50
ERNESTO A BEJARANO	12/17/2020	4005847	010	$ 369.40
ERNESTO A BEJARANO Total				$ 369.40
ESTHER B. CLARK SCHOOL AT	12/4/2020	4005596	080	$ 10,048.56
ESTHER B. CLARK SCHOOL AT Total				$ 10,048.56
FABIEN ZAMORA RAMIREZ	12/10/2020	4005689	050	$ 125.62
FABIEN ZAMORA RAMIREZ Total				$ 125.62
FEDERAL EXPRESS	12/10/2020	4005690	010	$ 59.47
	12/15/2020	4005791	010	$ 61.72
FEDERAL EXPRESS Total				$ 121.19
FICO'S NEW YORK STYLE PIZZA	12/15/2020	4005776	010	$ 87.78
FICO'S NEW YORK STYLE PIZZA Total				$ 87.78
FIRST BOOK	12/10/2020	4005667	060	$ 2,939.33

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FIRST BOOK	12/18/2020	4005897	060	$ 2,199.01
FIRST BOOK Total				$ 5,138.34
FOLLETT SCHOOL SOLUTIONS INC.	12/21/2020	4005930	010	$ 11,219.25
FOLLETT SCHOOL SOLUTIONS INC. Total				$ 11,219.25
FOSTER DAIRY FARMS	12/11/2020	4005758	130	$ 28,264.96
FOSTER DAIRY FARMS Total				$ 28,264.96
FOUNDATION FOR EDUCATIONAL	12/18/2020	4005869	010	$ 22,500.00
FOUNDATION FOR EDUCATIONAL Total				$ 22,500.00
FRICKE-PARKS PRESS INC	12/10/2020	4005668	010	$ 660.54
FRICKE-PARKS PRESS INC Total				$ 660.54
GEINAH LIM NIERRA	12/21/2020	4005916	080	$ 247.45
GEINAH LIM NIERRA Total				$ 247.45
GLENROCK CONSULTING LLC	12/10/2020	4005710	060	$ 297.00
GLENROCK CONSULTING LLC Total				$ 297.00
GO, MARIA ELENA ROJAS	12/4/2020	4005631	010	$ 410.36
GO, MARIA ELENA ROJAS Total				$ 410.36
GOLD STAR FOODS	12/11/2020	4005753	130	$ 141,872.97
GOLD STAR FOODS Total				$ 141,872.97
GOMEZ C. ZULEMA	12/17/2020	4005823	010	$ 142.01
GOMEZ C. ZULEMA Total				$ 142.01
GOMEZ, MARGARITA RIVAS	12/4/2020	4005632	010	$ 798.26
GOMEZ, MARGARITA RIVAS Total				$ 798.26
GORDON & REES LLP.	12/10/2020	4005691	010	$ 2,570.50
GORDON & REES LLP. Total				$ 2,570.50
GUITAR CENTER STORES INC.	12/10/2020	4005743	010	$ 287.70
GUITAR CENTER STORES INC. Total				$ 287.70
HALEY ELIZABETH MILLER	12/15/2020	4005808	010	$ 30.57
HALEY ELIZABETH MILLER Total				$ 30.57
HARJEET KAUR	12/18/2020	4005870	010	$ 165.39
HARJEET KAUR Total				$ 165.39
HOME DEPOT U.S.A. INC.	12/4/2020	4005597	050	$ 1,265.31
	12/10/2020	4005660	050	$ 1,570.97
		4005661	010	$ 841.57
		4005711	050	$ 380.15
		4005744	050	$ 1,379.07
		4005745	010	$ 17.04
	12/15/2020	4005792	010	$ 159.63
		4005793	010	$ 1,482.73
	12/18/2020	4005888	050	$ 1,239.71
		4005889	010	$ 171.48
HOME DEPOT U.S.A. INC. Total				$ 8,507.66
HORIZON DISTRIBUTORS INC	12/18/2020	4005890	050	$ 65.60
HORIZON DISTRIBUTORS INC Total				$ 65.60
HSU, CHIN YUAN	12/15/2020	4005763	010	$ 206.18
HSU, CHIN YUAN Total				$ 206.18
ICONIX WATERWORKS (US) INC.	12/10/2020	4005662	050	$ 1,429.11
		4005746	050	$ 1,115.53

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ICONIX WATERWORKS (US) INC. Total				$ 2,544.64
INTERNAL REVENUE SERVICE	12/17/2020	4005837	010	$ 500.00
INTERNAL REVENUE SERVICE Total				$ 500.00
INTERNATIONAL ASSOCIATION FOR	12/10/2020	4005712	060	$ 1,200.00
INTERNATIONAL ASSOCIATION FOR Total				$ 1,200.00
INTERSTATE PROMOTIONAL DISTRIB	12/18/2020	4005898	010	$ 353.97
INTERSTATE PROMOTIONAL DISTRIB Total				$ 353.97
INTERVISION SYSTEMS LLC	12/18/2020	4005899	010	$ 2,607.75
INTERVISION SYSTEMS LLC Total				$ 2,607.75
IT MANAGEMENT CORPORATION	12/10/2020	4005644	010	$ 4,599.54
IT MANAGEMENT CORPORATION Total				$ 4,599.54
ITSAVVY LLC	12/10/2020	4005713	060	$ 1,519.01
	12/21/2020	4005931	010	$ 83.72
			060	$ 1,694.47
ITSAVVY LLC Total				$ 3,297.20
IVAN ROSALES MONTES	12/17/2020	4005824	060	$ 300.11
IVAN ROSALES MONTES Total				$ 300.11
J.W. PEPPER & SON, INC.	12/4/2020	4005620	010	$ 405.01
J.W. PEPPER & SON, INC. Total				$ 405.01
JAIME P GRIMALDO	12/10/2020	4005692	010	$ 137.84
JAIME P GRIMALDO Total				$ 137.84
JASMINE LA SHAUN WOODS	12/15/2020	4005809	010	$ 104.96
JASMINE LA SHAUN WOODS Total				$ 104.96
JAZZY LIEN NGUYEN	12/15/2020	4005810	130	$ 27.29
JAZZY LIEN NGUYEN Total				$ 27.29
JEFFREY BERTA	12/10/2020	4005702	010	$ 199.94
JEFFREY BERTA Total				$ 199.94
JESSE M SERNA	12/21/2020	4005932	010	$ 6,539.75
JESSE M SERNA Total				$ 6,539.75
JOHN F. FONT PHD & ASSOCIATES	12/10/2020	4005714	080	$ 8,573.00
JOHN F. FONT PHD & ASSOCIATES Total				$ 8,573.00
JOHN MANUEL MENDOZA	12/10/2020	4005693	050	$ 150.00
JOHN MANUEL MENDOZA Total				$ 150.00
JOHNSON, GARY	12/15/2020	4005764	010	$ 206.18
JOHNSON, GARY Total				$ 206.18
JOSE ARROYO	12/10/2020	4005694	010	$ 126.72
JOSE ARROYO Total				$ 126.72
JOSE MANUEL SANTIAGO	12/18/2020	4005871	010	$ 147.48
JOSE MANUEL SANTIAGO Total				$ 147.48
JOSEPH CHARLES FELDMAN	12/4/2020	4005607	060	$ 556.00
JOSEPH CHARLES FELDMAN Total				$ 556.00
JOUNTEY D WADE	12/15/2020	4005811	010	$ 175.74
JOUNTEY D WADE Total				$ 175.74
JOURNEYED.COM INC.	12/4/2020	4005608	060	$ 324.95
JOURNEYED.COM INC. Total				$ 324.95
JOYCE A. TAYLOR	12/18/2020	4005861	010	$ 206.18
JOYCE A. TAYLOR Total				$ 206.18

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JP GRAPHICS	12/15/2020	4005794	060	$ 1,141.66
JP GRAPHICS Total				**$ 1,141.66**
JUDY LEE MARTINEZ	12/15/2020	4005812	010	$ 102.43
JUDY LEE MARTINEZ Total				**$ 102.43**
KAISER	12/18/2020	4005854	670	$ 205,929.72
KAISER Total				**$ 205,929.72**
KAREN JOY KANEDA LOMBARDO	12/18/2020	4005872	010	$ 75.21
KAREN JOY KANEDA LOMBARDO Total				**$ 75.21**
KAREN MICHELLE BERGESEN	12/18/2020	4005873	010	$ 402.84
KAREN MICHELLE BERGESEN Total				**$ 402.84**
KATE ALLISON PARSONS	12/4/2020	4005609	080	$ 140.63
KATE ALLISON PARSONS Total				**$ 140.63**
KEENAN & ASSOCIATES	12/10/2020	4005674	670	$ 116,589.00
KEENAN & ASSOCIATES Total				**$ 116,589.00**
KELSEY LEE-HARDING ROTHROCK	12/21/2020	4005917	010	$ 72.36
KELSEY LEE-HARDING ROTHROCK Total				**$ 72.36**
KIPP HEARTWOOD ACADEMY	12/10/2020	4005675	010	$ 93,187.00
KIPP HEARTWOOD ACADEMY Total				**$ 93,187.00**
KIPP PRIZE PREPARATORY ACADEMY	12/10/2020	4005676	010	$ 92,938.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 92,938.00**
KLAWITTER, EILEEN	12/21/2020	4005918	010	$ 2,000.00
KLAWITTER, EILEEN Total				**$ 2,000.00**
KSHIRSAGAR, SHRISHARADA N	12/15/2020	4005766	060	$ 310.72
KSHIRSAGAR, SHRISHARADA N Total				**$ 310.72**
LAKESHORE EQUIPMENT COMPANY	12/18/2020	4005900	010	$ 166.02
LAKESHORE EQUIPMENT COMPANY Total				**$ 166.02**
LANGUAGE PEOPLE INC	12/15/2020	4005795	010	$ 2,952.70
LANGUAGE PEOPLE INC Total				**$ 2,952.70**
LAU, GENE S.	12/4/2020	4005633	010	$ 206.18
LAU, GENE S. Total				**$ 206.18**
LAURENCIA SENABRIA	12/10/2020	4005653	130	$ 144.73
LAURENCIA SENABRIA Total				**$ 144.73**
LDP INC	12/15/2020	4005777	060	$ 1,840.27
LDP INC Total				**$ 1,840.27**
LEE ELLEN PRUETT	12/10/2020	4005703	080	$ 318.70
LEE ELLEN PRUETT Total				**$ 318.70**
LEROY HAYNES CENTER FOR	12/18/2020	4005874	080	$ 100.00
LEROY HAYNES CENTER FOR Total				**$ 100.00**
LEROY HAYNES CTR FOR CHILDREN	12/4/2020	4005598	080	$ 400.00
LEROY HAYNES CTR FOR CHILDREN Total				**$ 400.00**
LISA CABRERA DRIES	12/21/2020	4005919	010	$ 103.20
LISA CABRERA DRIES Total				**$ 103.20**
LITTLE HEROES INC.	12/4/2020	4005623	060	$ 2,500.00
	12/10/2020	4005715	060	$ 5,000.00
	12/15/2020	4005796	010	$ 5,000.00
LITTLE HEROES INC. Total				**$ 12,500.00**
LOPEZ, MANNY	12/15/2020	4005767	010	$ 150.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LOPEZ, MANNY Total				$ 150.00
LOPEZ, RACHEL	12/18/2020	4005875	010	$ 34.83
LOPEZ, RACHEL Total				$ 34.83
LOWES COMPANIES INC.	12/4/2020	4005599	050	$ 103.70
LOWES COMPANIES INC. Total				$ 103.70
LOWE'S COMPANIES, INC.	12/10/2020	4005747	060	$ 4,702.77
	12/18/2020	4005891	050	$ 245.48
LOWE'S COMPANIES, INC. Total				$ 4,948.25
LOZANO SMITH LLP	12/4/2020	4005624	060	$ 768.00
			080	$ 8,986.00
	12/21/2020	4005933	080	$ 9,858.50
LOZANO SMITH LLP Total				$ 19,612.50
MARIA AGUILAR SANCHEZ	12/21/2020	4005920	010	$ 2,000.00
MARIA AGUILAR SANCHEZ Total				$ 2,000.00
MARIA S LIMA	12/18/2020	4005876	010	$ 165.63
MARIA S LIMA Total				$ 165.63
MARIA TOMLY C THOMAS	12/17/2020	4005825	010	$ 99.00
MARIA TOMLY C THOMAS Total				$ 99.00
MARICELA GONZALEZ MAGANA	12/10/2020	4005654	130	$ 150.00
MARICELA GONZALEZ MAGANA Total				$ 150.00
MARTHA PENA GUZMAN	12/4/2020	4005610	010	$ 89.90
MARTHA PENA GUZMAN Total				$ 89.90
MARTINEZ, CERVANTES LAURA	12/10/2020	4005655	130	$ 150.00
MARTINEZ, CERVANTES LAURA Total				$ 150.00
MAXIM HEALTHCARE SERVICES	12/10/2020	4005645	080	$ 9,010.00
	12/18/2020	4005885	080	$ 10,388.00
MAXIM HEALTHCARE SERVICES Total				$ 19,398.00
MCSIG	12/10/2020	4005677	670	$ 19,859.00
MCSIG Total				$ 19,859.00
MENDEZ, JESSICA	12/21/2020	4005921	060	$ 50.00
MENDEZ, JESSICA Total				$ 50.00
METLIFE SMALL MARKET	12/10/2020	4005678	010	$ 1,921.46
METLIFE SMALL MARKET Total				$ 1,921.46
MEZA, HORACIO	12/4/2020	4005634	010	$ 206.18
MEZA, HORACIO Total				$ 206.18
MID AMERICA ADMINISTRATION	12/15/2020	4005817	010	$ 4,429.40
	12/17/2020	4005838	010	$ 2,177.88
MID AMERICA ADMINISTRATION Total				$ 6,607.28
MUS VIL INC.	12/4/2020	4005625	010	$ 15.00
MUS VIL INC. Total				$ 15.00
MYSTERY SCIENCE INC.	12/10/2020	4005716	060	$ 99.00
MYSTERY SCIENCE INC. Total				$ 99.00
NANCY ANN HADDOX	12/18/2020	4005901	010	$ 458.85
NANCY ANN HADDOX Total				$ 458.85
NANCY FLORES	12/10/2020	4005704	010	$ 180.22
NANCY FLORES Total				$ 180.22
NESTLE WATERS NORTH AMERICA	12/4/2020	4005603	010	$ 28.50

Vendor Name	Date	Warrant #	Fund		Sum of Amount
NESTLE WATERS NORTH AMERICA	12/15/2020	4005815	010	$	411.06
			050	$	32.18
NESTLE WATERS NORTH AMERICA Total				$	471.74
NEXTEL OF CALIFORNIA INC.	12/10/2020	4005646	010	$	2,339.43
NEXTEL OF CALIFORNIA INC. Total				$	2,339.43
NICHOLE MARIE BISACCIA	12/18/2020	4005877	010	$	99.00
NICHOLE MARIE BISACCIA Total				$	99.00
NORCAL TRUCK LEASING INC	12/4/2020	4005611	010	$	670.00
	12/7/2020	4005638	010	$	73,322.86
	12/10/2020	4005717	010	$	870.00
	12/15/2020	4005797	010	$	670.00
NORCAL TRUCK LEASING INC Total				$	75,532.86
OCCUPATIONAL HEALTH CTR OF CA	12/18/2020	4005902	010	$	132.50
OCCUPATIONAL HEALTH CTR OF CA Total				$	132.50
OFFICE DEPOT	12/2/2020	4005587	010	$	705.25
		4005588	010	$	1,766.65
		4005589	010	$	349.86
		4005590	010	$	1,648.25
		4005591	010	$	284.85
			670	$	66.33
		4005592	010	$	516.50
	12/10/2020	4005728	010	$	493.96
		4005729	010	$	350.50
			050	$	34.73
		4005730	010	$	364.03
			060	$	421.04
	12/15/2020	4005786	010	$	667.93
		4005787	010	$	708.68
	12/18/2020	4005849	010	$	879.24
			060	$	195.99
		4005850	010	$	1,305.74
		4005851	010	$	983.52
			060	$	294.91
		4005852	010	$	586.82
			130	$	62.60
		4005853	010	$	475.58
OFFICE DEPOT Total				$	13,162.96
ORAM, BRIAN W	12/15/2020	4005765	010	$	206.18
ORAM, BRIAN W Total				$	206.18
O'REILLY AUTOMOTIVE STORES INC	12/21/2020	4005910	010	$	642.25
O'REILLY AUTOMOTIVE STORES INC Total				$	642.25
ORENDA EDUCATION	12/18/2020	4005878	060	$	31,875.00
ORENDA EDUCATION Total				$	31,875.00
ORLANDI TRAILER	12/10/2020	4005748	050	$	142.81
ORLANDI TRAILER Total				$	142.81
OTC DIRECT INC	12/10/2020	4005718	010	$	832.19
	12/18/2020	4005903	010	$	709.11

AP Check Register - Pivot Table Summary by Vendor
December 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OTC DIRECT INC Total				$ 1,541.30
P & R PAPER SUPPLY COMPANY	12/11/2020	4005754	130	$ 5,812.53
P & R PAPER SUPPLY COMPANY Total				$ 5,812.53
PACIFIC EDUCATORS INC.	12/17/2020	4005839	010	$ 98.58
PACIFIC EDUCATORS INC. Total				$ 98.58
PANG, LONG	12/18/2020	4005862	010	$ 206.18
PANG, LONG Total				$ 206.18
PANGILINAN, OSCAR	12/17/2020	4005848	010	$ 85.31
PANGILINAN, OSCAR Total				$ 85.31
PARTRIDGE CONSULTING INC.	12/4/2020	4005600	080	$ 5,500.00
	12/18/2020	4005879	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				$ 11,000.00
PATRICIA OLIVA	12/21/2020	4005934	010	$ 100.05
PATRICIA OLIVA Total				$ 100.05
PAZ, ADRIANA	12/21/2020	4005922	080	$ 327.69
PAZ, ADRIANA Total				$ 327.69
PEAR DECK INC.	12/10/2020	4005647	060	$ 1,500.00
PEAR DECK INC. Total				$ 1,500.00
PEARSON EDUCATION INCORPORATED	12/4/2020	4005612	080	$ 1,720.69
	12/15/2020	4005778	080	$ 258.00
PEARSON EDUCATION INCORPORATED Total				$ 1,978.69
PERSEUS ASSOCIATES	12/21/2020	4005911	010	$ 525.00
PERSEUS ASSOCIATES Total				$ 525.00
PG&E	12/4/2020	4005626	010	$ 50.79
	12/11/2020	4005755	010	$ 105,723.76
PG&E Total				$ 105,774.55
POSITIVE PROMOTIONS INC	12/10/2020	4005719	010	$ 307.30
POSITIVE PROMOTIONS INC Total				$ 307.30
PRE-PAID LEGAL SERVICES INC.	12/17/2020	4005840	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total				$ 299.74
PRESENTATION PRODUCTS INC.	12/18/2020	4005904	010	$ 963.96
PRESENTATION PRODUCTS INC. Total				$ 963.96
PRISCILLA LOWE	12/10/2020	4005705	010	$ 172.72
	12/15/2020	4005813	010	$ 22.80
PRISCILLA LOWE Total				$ 195.52
QUADIENT FINANCE USA, INC.	12/10/2020	4005720	010	$ 8,822.61
QUADIENT FINANCE USA, INC. Total				$ 8,822.61
QUADIENT, INC.	12/4/2020	4005613	010	$ 315.62
QUADIENT, INC. Total				$ 315.62
QUICK LIGHT RECYCLING LLC	12/4/2020	4005601	050	$ 1,166.95
QUICK LIGHT RECYCLING LLC Total				$ 1,166.95
R & R REFRIGERATION & AIR	12/4/2020	4005614	130	$ 722.28
R & R REFRIGERATION & AIR Total				$ 722.28
RAMIREZ, KAY C.	12/4/2020	4005635	010	$ 206.18
RAMIREZ, KAY C. Total				$ 206.18
RAMIREZ, LILIA	12/15/2020	4005768	130	$ 11.65
RAMIREZ, LILIA Total				$ 11.65

AP Check Register - Pivot Table Summary by Vendor
December 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RAMONA UMALI LEDESMA	12/18/2020	4005880	010	$ 299.24
RAMONA UMALI LEDESMA Total				**$ 299.24**
RANDALL E. KLEIN	12/15/2020	4005779	060	$ 288.00
	12/18/2020	4005905	060	$ 768.00
RANDALL E. KLEIN Total				**$ 1,056.00**
RAUL FLORES ANDREW	12/10/2020	4005695	010	$ 96.77
RAUL FLORES ANDREW Total				**$ 96.77**
REALLY GOOD STUFF LLC	12/10/2020	4005734	010	$ 89.94
REALLY GOOD STUFF LLC Total				**$ 89.94**
REBECCA MARTINEZ	12/18/2020	4005863	010	$ 206.18
REBECCA MARTINEZ Total				**$ 206.18**
REBECCA M JENSEN	12/18/2020	4005881	010	$ 36.25
REBECCA M JENSEN Total				**$ 36.25**
RECOLOGY SOUTH BAY	12/11/2020	4005756	010	$ 14,721.04
	12/15/2020	4005798	010	$ 391.13
RECOLOGY SOUTH BAY Total				**$ 15,112.17**
REHON & ROBERTS	12/15/2020	4005759	010	$ 16,400.00
			210	$ 17,325.00
REHON & ROBERTS Total				**$ 33,725.00**
REHON & ROBERTS APC	12/17/2020	4005828	010	$ 12,550.00
			210	$ 22,057.00
		4005829	010	$ 23,275.00
			210	$ 11,200.00
REHON & ROBERTS APC Total				**$ 69,082.00**
RESOURCE AREA FOR TEACHERS	12/10/2020	4005648	010	$ 100.00
RESOURCE AREA FOR TEACHERS Total				**$ 100.00**
RFC WIRELESS INC	12/15/2020	4005799	050	$ 543.91
RFC WIRELESS INC Total				**$ 543.91**
RICARDO FUENTES	12/10/2020	4005696	010	$ 150.00
RICARDO FUENTES Total				**$ 150.00**
RICK DELONG	12/10/2020	4005663	010	$ 1,305.00
RICK DELONG Total				**$ 1,305.00**
RMC A RAY MORGAN COMPANY	12/10/2020	4005649	010	$ 80.45
		4005735	060	$ 55.23
RMC A RAY MORGAN COMPANY Total				**$ 135.68**
RO HEALTH INC.	12/4/2020	4005627	010	$ 3,186.75
	12/10/2020	4005721	010	$ 2,641.50
	12/15/2020	4005780	010	$ 3,580.50
RO HEALTH INC. Total				**$ 9,408.75**
ROCKETSHIP FUERZA	12/10/2020	4005679	010	$ 136,771.00
ROCKETSHIP FUERZA Total				**$ 136,771.00**
ROCKETSHIP SI SE PUEDE	12/10/2020	4005680	010	$ 85,166.00
ROCKETSHIP SI SE PUEDE Total				**$ 85,166.00**
ROMA MACASAET	12/15/2020	4005814	010	$ 58.05
ROMA MACASAET Total				**$ 58.05**
ROSELLE GILDORE ANDACA	12/15/2020	4005769	060	$ 26.97
ROSELLE GILDORE ANDACA Total				**$ 26.97**

AP Check Register - Pivot Table Summary by Vendor
December 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RUSSELL SIGLER INC.	12/10/2020	4005749	050	$ 8.46
	12/15/2020	4005800	050	$ 194.42
RUSSELL SIGLER INC. Total				**$ 202.88**
SAN JOSE WATER COMPANY	12/4/2020	4005629	010	$ 35,400.51
SAN JOSE WATER COMPANY Total				**$ 35,400.51**
SANDATE, JOHNNY	12/15/2020	4005770	010	$ 125.79
SANDATE, JOHNNY Total				**$ 125.79**
SANDRA CONTRERAS	12/10/2020	4005656	130	$ 150.00
SANDRA CONTRERAS Total				**$ 150.00**
SANTA CLARA COUNTY OFFICE OF	12/10/2020	4005722	060	$ 500.00
SANTA CLARA COUNTY OFFICE OF Total				**$ 500.00**
SANTA CLARA COUNTY SHERIFF DPT	12/15/2020	4005818	010	$ 788.16
SANTA CLARA COUNTY SHERIFF DPT Total				**$ 788.16**
SC FUELS	12/10/2020	4005736	010	$ 2,181.44
	12/21/2020	4005912	010	$ 1,249.34
SC FUELS Total				**$ 3,430.78**
SCHOLASTIC INC.	12/10/2020	4005650	060	$ 814.02
	12/18/2020	4005906	060	$ 192.88
SCHOLASTIC INC. Total				**$ 1,006.90**
SCHOOL DATEBOOKS	12/10/2020	4005737	060	$ 1,622.02
SCHOOL DATEBOOKS Total				**$ 1,622.02**
SCHOOL NURSE SUPPLY INC.	12/15/2020	4005781	010	$ 16.95
	12/21/2020	4005935	010	$ 71.63
SCHOOL NURSE SUPPLY INC. Total				**$ 88.58**
SCHOOL SERVICES OF CALIFORNIA	12/15/2020	4005782	010	$ 325.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 325.00**
SECURITY CONTRACTOR SERVICES	12/10/2020	4005750	050	$ 241.81
SECURITY CONTRACTOR SERVICES Total				**$ 241.81**
SEEDS COMMUNITY RESOLUTION	12/10/2020	4005723	060	$ 5,000.00
SEEDS COMMUNITY RESOLUTION Total				**$ 5,000.00**
SELF INSURED SCHOOLS OF	12/15/2020	4005816	670	$ 835,457.00
SELF INSURED SCHOOLS OF Total				**$ 835,457.00**
SEVERIN INTERMEDIATE HOLDINGS	12/10/2020	4005724	060	$ 28,875.00
SEVERIN INTERMEDIATE HOLDINGS Total				**$ 28,875.00**
SEYEM DANIELLE ESTEP	12/4/2020	4005615	010	$ 80.00
	12/17/2020	4005826	010	$ 80.93
SEYEM DANIELLE ESTEP Total				**$ 160.93**
SFCC INTERMEDIATEHOLDINGS INC	12/10/2020	4005725	010	$ 48.94
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 48.94**
SHARP ELECTRONICS CORPORATION	12/15/2020	4005783	060	$ 443.55
SHARP ELECTRONICS CORPORATION Total				**$ 443.55**
SHARP, KATHLEEN L.	12/4/2020	4005636	010	$ 206.18
SHARP, KATHLEEN L. Total				**$ 206.18**
SONJA BIGGS EDUCATIONAL SVCS	12/21/2020	4005923	080	$ 17,942.60
SONJA BIGGS EDUCATIONAL SVCS Total				**$ 17,942.60**
SPECTRUM CENTER INC.	12/4/2020	4005602	080	$ 8,405.00
SPECTRUM CENTER INC. Total				**$ 8,405.00**

AP Check Register - Pivot Table Summary by Vendor
December 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SPURR	12/21/2020	4005936	010	$ 4,117.24
SPURR Total				$ 4,117.24
STANDARD INSURANCE CO.	12/17/2020	4005841	010	$ 16,591.27
STANDARD INSURANCE CO. Total				$ 16,591.27
STATE DISBURSEMENT UNIT	12/17/2020	4005842	010	$ 1,770.00
STATE DISBURSEMENT UNIT Total				$ 1,770.00
STATE OF CALIFORNIA	12/15/2020	4005801	010	$ 241.00
	12/17/2020	4005843	010	$ 1,050.89
STATE OF CALIFORNIA Total				$ 1,291.89
STEPHANIE ANN LOPEZ	12/21/2020	4005924	060	$ 13.46
STEPHANIE ANN LOPEZ Total				$ 13.46
STEVEN WAYNE DOTY	12/15/2020	4005802	050	$ 7,000.00
STEVEN WAYNE DOTY Total				$ 7,000.00
STLR CORPORATION	12/18/2020	4005907	010	$ 1,760.00
STLR CORPORATION Total				$ 1,760.00
SUPER AUTO CARE SERVICES LLC	12/10/2020	4005669	050	$ 299.84
		4005738	050	$ 139.95
SUPER AUTO CARE SERVICES LLC Total				$ 439.79
SUPER DUPER INC	12/15/2020	4005803	080	$ 87.40
SUPER DUPER INC Total				$ 87.40
SUSAN M HAMADA	12/15/2020	4005771	060	$ 411.34
SUSAN M HAMADA Total				$ 411.34
SYSCO SAN FRANCISCO INC.	12/4/2020	4005628	130	$ 11,595.62
SYSCO SAN FRANCISCO INC. Total				$ 11,595.62
TAG/AMS. INC.	12/21/2020	4005913	010	$ 89.00
TAG/AMS. INC. Total				$ 89.00
TCF NATIONAL BANK	12/15/2020	4005804	010	$ 14,851.00
TCF NATIONAL BANK Total				$ 14,851.00
TEAMSTERS LOCAL #150	12/17/2020	4005844	010	$ 10,442.00
TEAMSTERS LOCAL #150 Total				$ 10,442.00
TEAMSTERS MANAGED TRUST FUNDS	12/10/2020	4005681	670	$ 225,630.00
TEAMSTERS MANAGED TRUST FUNDS Total				$ 225,630.00
TEXAS LIFE INSURANCE	12/17/2020	4005845	010	$ 6,404.84
TEXAS LIFE INSURANCE Total				$ 6,404.84
THAKAR, JYOTI K.	12/4/2020	4005637	010	$ 206.18
THAKAR, JYOTI K. Total				$ 206.18
THE PROPHET CORPORATION	12/10/2020	4005739	010	$ 294.80
THE PROPHET CORPORATION Total				$ 294.80
THINK TOGETHER	12/10/2020	4005726	010	$ 14,706.00
			060	$ 91,706.33
THINK TOGETHER Total				$ 106,412.33
TIME CLOCK SALES & SERVICE CO	12/10/2020	4005740	010	$ 42.62
TIME CLOCK SALES & SERVICE CO Total				$ 42.62
TUTORWORKS INC.	12/15/2020	4005784	060	$ 49,856.00
TUTORWORKS INC. Total				$ 49,856.00
U.S. BANK	12/18/2020	4005894	010	$ 1,022.99
			060	$ 900.00

AP Check Register - Pivot Table Summary by Vendor
December 2020

Vendor Name	Date	Warrant #	Fund	Sum of Amount
U.S. BANK	12/18/2020	4005894	080	$ 1,965.52
			130	$ 4,905.66
U.S. BANK Total				$ 8,794.17
UNITED PARCEL SERVICE	12/15/2020	4005805	010	$ 173.49
UNITED PARCEL SERVICE Total				$ 173.49
UNITED REFRIGERATION INC.	12/10/2020	4005664	050	$ 32.23
	12/15/2020	4005806	050	$ 27.55
	12/18/2020	4005892	050	$ 410.87
UNITED REFRIGERATION INC. Total				$ 470.65
VALLEY TRANSPORTATION AUTH.	12/4/2020	4005604	060	$ 945.00
		4005616	060	$ 35.00
VALLEY TRANSPORTATION AUTH. Total				$ 980.00
VISION SERVICE PLAN	12/10/2020	4005682	670	$ 11,834.41
VISION SERVICE PLAN Total				$ 11,834.41
VISTA CENTER FOR THE BLIND &	12/10/2020	4005727	080	$ 855.00
	12/15/2020	4005785	080	$ 2,517.50
VISTA CENTER FOR THE BLIND & Total				$ 3,372.50
VIVIAN UYEN NGUYEN	12/17/2020	4005827	010	$ 340.00
VIVIAN UYEN NGUYEN Total				$ 340.00
VOLER STRATEGIC ADVISORS	12/18/2020	4005908	010	$ 7,650.00
VOLER STRATEGIC ADVISORS Total				$ 7,650.00
W.W. GRAINGER INC.	12/10/2020	4005751	050	$ 1,327.90
	12/18/2020	4005893	050	$ 50.33
W.W. GRAINGER INC. Total				$ 1,378.23
WARDS AUTO SUPPLY, INC	12/21/2020	4005914	010	$ 1,196.63
WARDS AUTO SUPPLY, INC Total				$ 1,196.63
WASHINGTON STATE SUPPORT	12/17/2020	4005846	010	$ 930.00
WASHINGTON STATE SUPPORT Total				$ 930.00
WENDY LYNN ROLFS	12/21/2020	4005925	010	$ 78.14
WENDY LYNN ROLFS Total				$ 78.14
WEST MUSIC COMPANY INC	12/10/2020	4005651	010	$ 184.00
WEST MUSIC COMPANY INC Total				$ 184.00
YI-CHUN CHIEN	12/10/2020	4005706	080	$ 62.85
YI-CHUN CHIEN Total				$ 62.85
Grand Total				$ 5,924,867.42

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 5, 2021

Subject: **Acceptance of Grants/Awards Notification**

Staff Analysis: The District has received a grants/awards as summarized on the attached sheet dated January 14, 2021.

Recommendation: Staff recommends acceptance of this grants/awards.

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Recommend Approval

9.03
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
January 14, 2021 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
Former Councilmember Lan Diep	$ 15,000.00	City of San Jose	To provide funding for the Vietnamese Dual Immersion Program at Painter Elementary with ongoing programs and any pending school improvement projects; term 1/15/21 thru 2/28/21.
Early Literacy Support Block	$ 613,140.00	California Department of Education	To provide funding for the Early Literacy Support Block (ELSB) Grant Program; grantee needs to adhere to the guidelines outlined in this legislation, along with the listed conditions (see attached for detailed information); term 12/1/20 thru 6/30/23

CITY OF SAN JOSÉ, CALIFORNIA

Office of the City Clerk
200 East Santa Clara Street, 14th Floor
San José, California 95113
Telephone (408) 535-1260
Facsimile (408) 292-6207

TONI J. TABER, CMC
City Clerk

January 5, 2021

Via E-Mail Only
Teresa Langner
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
teresa.langner@arusd.org
(email only)

Dear Teresa,

Congratulations! Your organization has been awarded a grant in the amount of $15,000.00, at the recommendation of Former Councilmember Lan Diep. The attached electronic grant agreement contains the grant amount, the purpose of the grant, and the conditions of the grant award.

Please sign this grant agreement in blue ink, and email it back to me, along with an authorized signature form, that I will send to you separately. Please note that the agreements must be signed by your organization's Authorized Signatory as designated by your Governing Board or Board of Directors. Please leave the agreement date blank as the date will be entered once the agreement is fully-executed.

Please email all documents to: Charulatha.thiyagarajan@sanjoseca.gov

If you have questions, or need additional information regarding grant requirements, or would like to check the status of your grant application, please email me at the email address above.

Sincerely,

TONI J. TABER, CMC
City Clerk

DISTRICT 4
GRANT AGREEMENT

This Agreement is made and entered into this _____ day of _____, 2021 by and between the CITY OF SAN JOSE, a municipal corporation ("City") and Alum Rock Union School District ("Grantee").

Grantee is a ☐ non–profit corporation registered with the State of California ☐ unincorporated association ☐ political subdivision of the State of California ☐ Other. If Other, please explain:

SECTION 1. GRANT AWARD

A. Upon full execution of this Agreement, City agrees to pay to Grantee a grant award in the amount of $15,000.00 ("Grant Award").

B. Grantee shall spend the Grant Award only for the purposes specified below (the "Grant Project").
The grant shall be used to support the Alum Rock Union School District with their ongoing programs and any school improvement projects that they have pending

SECTION 2. TERM OF AGREEMENT

A. The term of this Agreement shall commence on the date of execution by City and shall expire on the 28th day of February 2021, unless sooner terminated in accordance with the terms of this Agreement.

B. If Grantee fails to use the Grant Award as specified herein, the City Clerk may terminate this Agreement upon seven (7) days' written notice to Grantee. No later than sixty (60) days after Grantee's receipt of the City's termination notice, Grantee shall refund the unused grant amount to the City; except that Grantee shall have no obligation to refund to City any portion of the Grant Award that was expended in accordance with the terms of this Agreement.

C. Grantee shall not expend any portion of the funds provided under this Agreement ("Grant Award") to inhibit or promote religion and the Grant Services funded by the Grant Award must not be used to convey a religious message. Any portion of the Grant Award used in contradiction to the provisions of this SECTION, shall be deemed a disallowed cost.

C. Grantee shall not expend any portion of the Grant Award for political advocacy efforts, whether for or against a political candidate, ballot measure or bill.

SECTION 3. ACCOUNTING/AUDIT

A. Grantee shall maintain proper accounting records in accordance with generally accepted accounting principles. All financial documents and transactions associated with this grant shall be available to the City for inspection, copying, and audit purposes during regular business hours.

B. Grantee further agrees that such right of City to examine or audit shall continue for three (3) years after the expiration or termination of this Agreement, or for such longer period, if any, as is required by applicable law. Grantee shall preserve and make available its records (1) until the expiration of three years from the date of expiration or sooner termination of this Agreement, or (2) for such longer period, if any, as is required by applicable law.

SECTION 4. INDEMNIFICATION AND HOLD HARMLESS

Grantee agrees to protect, defend, indemnify and hold harmless City, its officers, employees and agents from any and all liability, loss, damage, suits, actions, or claims arising or resulting from the performance of this Agreement by Grantee, its officers, volunteers, employees, or agents. This section will survive expiration or sooner termination of this Agreement.

SECTION 5. INSURANCE REQUIREMENTS

☒ Insurance is not required.

☐ Insurance is required. Grantee agrees to have and maintain the policies set forth in the attached Exhibit A, entitled "INSURANCE." All policies, endorsements, certificates and/or binders shall be subject to approval by the Risk Manager of the City of San Jose as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the Risk Manager. Grantee agrees to provide City with a copy of said policies, certificates and/or endorsements upon execution of this Agreement.

SECTION 6. COMPLIANCE WITH ALL LAWS/NON–DISCRIMINATION

A. Grantee shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local governments.

B. Grantee shall not discriminate, in any way, against any person on the basis of race, sex, color, age, religion, sexual orientation, actual or perceived gender identity, disability, ethnicity, or national origin, in connection with or related to the performance of this Agreement.

SECTION 7. NOTICES

Any communication or notice which either party is required to send to the other or which either party desires to send to the other, shall be in writing and shall be either personally delivered or mailed in the United States mail, postage prepaid, to the City as addressed below and to Grantee as set forth in Grantee's signature block.

SECTION 8. 2020 CENSUS EFFORTS

In the spirit of cooperation, the City of San Jose requests that the grantee undertake good faith efforts to assist the City of San Jose with the 2020 Census. Such efforts may include, but are not limited to, distributing marketing materials developed by the United States Census, City of San Jose, or County of Santa Clara to members of the community that grantee provides services to, especially in hard to count census tracts as identified by the U.S. Census or the City of San Jose, as well as providing awareness of and encouraging participation in the Census through grantee's normal service delivery with special events, workshops, and other community activities, and communication channels such as e-mail blasts, website, newsletters, and social media.

City: Toni J. Taber, CMC
City Clerk
200 E. Santa Clara St.
14th Floor of the Tower
San Jose, CA 95113

WITNESS THE EXECUTION HEREOF on the day and year first written above.

FORM AGREEMENT APPROVED BY THE
OFFICE OF THE CITY ATTORNEY

"CITY"

CITY OF SAN JOSE, a Municipal Corporation

By: _____
TONI J. TABER, CMC
City Clerk

"GRANTEE"

_____
(NAME OF ORGANIZATION)

By: _____
Name:
Title:

Address:

_____

_____

Telephone:

_____

Federal Tax ID No.:

_____

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

☐ FOR YOUR ELECTRONIC SIGNATURE
☐ FULLY EXECUTED COPY TO FOLLOW

CITY STAFF: _____
STAFF EMAIL: _____

SCANNED SIGNATURE AUTHORIZATION

DATE: _____ TOTAL PAGES: (INCLUDING THIS PAGE) _____

CONSULTANT NAME: _____
EMAIL: _____
PHONE: _____

☐ I agree to use electronic signatures

SIGNATURE OF CONSULTANT: _____

DIRECTIONS:

REVIEW THE ENCLOSED DOCUMENT, IF IT IS ACCEPTABLE:

1. SIGN THE DOCUMENT
2. CHECK THE BOX BELOW YOUR NAME AND SIGN AGREEING TO THE USE OF ELECTRONIC SIGNATURES
3. SCAN YOUR EXECUTED DOCUMENT TOGETHER WITH THIS COVER PAGE IN **BLUE** INK
4. EMAIL THE ENTIRE DOCUMENT TO (CITY STAFF EMAIL ADDRESS):

TO BE COMPLETED BY CITY STAFF:

ALTERNATIVE METHODS OF VERIFICATION:

☐ USE OF A PASSWORD PROTECTED WEBSITE
☐ CONFIRMED BY A KNOWN TELEPHONE NUMBER
☐ PERSONALLY KNOWN TO CITY STAFF

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Dr. Hilaria Bauer, Superintendent Alum Rock Union Elementary 2930 Gay Avenue San Jose, CA 95127-2322	FY	PCA	Vendor Number	Suffix
	2020	25515	69369	00
Attention Dr. Dianna J. Ballesteros, Director	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Early Learning/Cesar Chavez School	Resource Code	Revenue Object Code		43
Telephone 408-928-7290 x7290	7810	8590		INDEX
Name of Grant Program Early Literacy Support Block Grant				0590

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$613,140.00		$613,140.00		12/1/2020	6/30/2023

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency

I am pleased to inform you that you have been funded for the Early Literacy Support Block Grant.

This award is made contingent upon the availability of funds. If the Legislature takes action to reduce or defer the funding upon which this award is based, then this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Alice Ng, Associate Governmental Program Analyst
Educator Excellence and Equity Division
California Department of Education
1430 N Street, Suite 4309
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title	
Erika St. Andre	Education Programs Consultant	
E-mail Address EStAndre@cde.ca.gov		**Telephone** 916-323-4861
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond		**Date** December 9, 2020

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title	
Hilaria Bauer	Superintendent	
E-mail Address hilaria.bauer@arusd.org		**Telephone** 408-928-6822
Signature ▸ H Bauer		**Date** 12/18/20

Grant Award Notification (Continued)

The California State Budget Act, Senate Bill 98: Education Omnibus Trailer Bill for 2020–21, Section 113 appropriates $50,000,000 of state General Funds in the 2020–21 fiscal year (FY) to establish the Early Literacy Support Block (ELSB) Grant Program. The grantee will adhere to the guidelines outlined in this legislation and shall:

- Conduct a root cause analysis and needs assessment for each of its eligible schools, develop a three-year local educational agency (LEA) literacy action plan, have the LEA literacy action plan be adopted at a regularly scheduled meeting of the governing board or body of the LEA, and submit its literacy action plan to the California Department of Education (CDE).

- Expend grant funds only on programs or services within one or more of the following categories: (1) Access to high-quality literacy teaching, (2) Support for literacy learning, (3) Pupil supports, and (4) Family and community supports.

The following conditions apply:

1. The grantee shall comply with all state reporting requirements.

2. All funds must be expended or legally obligated by the end of each FY, beginning with the 2020–21 FY, and for not more than the maximum amount indicated on the Grant Award Notification (AO-400). Encumbrances may be made at any time after the beginning date of the grant stated on the AO-400. No extensions of this grant will be allowed.

3. Grant funds may be used only to fund supplemental activities targeted for kindergarten and grades one to three, inclusive, and shall not supplant already existing activities being provided by the LEA or at the eligible school. The activities shall be targeted for improvement strategies for pupils in kindergarten and grades one to three, inclusive, at eligible schools.

4. Assurances, certifications, terms, and conditions are requirements of applicants and the grantee as a condition of receiving funds. The signed grant application submitted to the CDE is a commitment to comply with the assurances, certifications, terms, and conditions associated with the grant.

5. The grantee is required to maintain ongoing communication with the CDE. The grantee must provide quarterly reports to the CDE, demonstrating it has made expenditures consistent with the ELSB Grant budget, and must provide annual reports on the achievement toward the actions and goals described and an assessment of progress made on the metrics identified in the ELSB Grant.

6. Upon receipt of the signed A0-400 form, the base funding for conducting the root cause analysis and needs assessment of your grant funds will be released. Please allow four to six weeks for processing your payment. The remainder of the grant funds shall be divided into three yearly allocations. Upon approval of the LEA literacy action plan by the CDE, the grantee shall receive a 90 percent payment of its first-year allocation. Upon the submission of the required annual report and approval by the CDE, the grantee shall receive the final 10 percent allocation for that FY, which will then trigger a 90 percent payment of the following year's allocation, for its second and third year. The final payment may be subject to reduction based upon reported expenditure information.

7. A budget revision is required if expenditures for any budget category exceed 10 percent of the authorized budget item total in the approved budget. The budget revision must be approved by the CDE before expenditures are made.

8. For further information regarding the program, please contact the ELSB Team by email at ELSBgrant@cde.ca.gov.

Early Literacy Support Block Grant
School Site Allocation Funding Summary
Fiscal Years 2020–2023

After receipt of the signed Grant Award, the California Department of Education (CDE) will provide each local educational agency (LEA) participating in the Early Literacy Support Block (ELSB) grant program a base grant of $40,000 plus $10,000 per participating eligible school for development of a Root Cause Analysis, Needs Assessment, and Literacy Action Plan. Upon approval of the Literacy Action Plan, the CDE will disseminate additional funding to LEAs to implement planned activities based on the three funding tiers as follows:

Tier	Three-Year Award	Annual Award FY 2020–21, FY 2021–22, FY 2022–23
Tier 1: Up to 40 students	$338,823	$112,941 each year
Tier 2: 41–80 students	$563,140	$187,713.33 each year
Tier 3: 81 or more students	$943,848	$314,616 each year

Senate Bill 98 Sec. 113 (2)(c): *"The State Department of Education shall establish the per-school grant amount for an eligible school based on the school's grade 3 enrollment, with three tiers of funding based on the 2018–19 enrollment of grade 3 pupils at eligible schools."* (https://www.cde.ca.gov/pd/ps/elsbgrantsb98.asp)

The details of the award to your LEA follow:

Grantee Name and Address:	Dr. Hilaria Bauer, Superintendent Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127-2322			**Grant Number:** 20-25515-69369-00
Project Director:	Dr. Dianna J. Ballesteros, Director			
Phone #:	408-928-7290 x7290	**Email:**	dianna.ballesteros@arusd.org	

	Name of School	Base Funding (2020–21)	Additional Funding per School
LEA	**Alum Rock Union Elementary School District**	$40,000.00	----------
Site 1:	Aptitud Community Academy at Goss	$10,000.00	$563,140.00
Site 2:			
Site 3:			
Site 4:			
Site 5:			
Site 6:			
Site 7:			
Site 8:			
Site 9:			
Site 10:			
Site 11:			
Total Grant Amount		**$613,140.00**	

Please contact the CDE ELSB Team at ELSBGrant@cde.ca.gov with any questions.

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

9.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 4, 2021

Subject: **Resolution No. 18-20/21**
AFRICAN AMERICAN HISTORY MONTH
Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of February 2021, as "African American History Month".

Staff Analysis: The California State Board of Education recognizes and proclaims the month of February 2021, as "African American History Month" and encourages all educational communities to commemorate this time with appropriate instructional activities. In addition, schools are encouraged to celebrate the very special day of March 5th, Black American Day.

Recommendation: Staff recommends approval of **Resolution No. 18-20/21,** African American History Month, as presented.

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

Recommend Approval

9.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 18-20/21
PROCLAIMING FEBRUARY, 2021
"AFRICAN AMERICAN HISTORY MONTH"

WHEREAS, African American descent helped develop our nation in countless ways;

WHEREAS, African American history reflects a determined spirit of perseverance and cultural pride in its struggle to share equally in the opportunities of a nation founded upon the principles of freedom and liberty for all people;

WHEREAS, African American citizens have participated in every American effort to secure, protect, and maintain the essence and substance of American democracy, as reflected by California Education Code Section 37221 (d) which establishes March 5th as Black American Day to commemorate the anniversary of the death of Crispus Attucks, the first African American martyr of the Boston Massacre;

WHEREAS, the Alum Rock Union Elementary School District and the California State Board of Education recognize in its Policy Statement on Multicultural Education that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others;

WHEREAS, the history and contribution of African American citizens have been consistently overlooked, misinterpreted, and undervalued in the curriculum of public education institutions prior to the Civil Rights Act of 1964;

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve* states that the history curriculum of community, state, region, nation and world must reflect the experiences of men and women and of different racial, religious, and ethnic groups and must be integrated at every level; and

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of February, 2021, as African American History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 14th day of January, 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

, 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 January 14, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

9.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: January 4, 2021

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 October 1, 2020 through December 31, 2020. There were no complaints.

Recommendation: Staff recommends approval of the Quarter Two Report on Williams Uniform Complaints.

Submitted by: Sandra Garcia Title: Director of State & Federal Programs

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

To the Board of Trustees: Meeting: January 14, 2021

Recommended Approval

9.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Academic School Year 2020-21
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock School District

Person completing this form: Sandra Garcia Title: Director, State & Federal

Quarterly Report Submission Date: *(Please check one)*

- ☐ Jul 1 – Sep 30, 2020 (due Oct 27, 2020)
- ☑ Oct 1 – Dec 31, 2020 (due Jan 27, 2021)
- ☐ Jan 1 – Mar 31, 2021 (due Apr 27, 2021)
- ☐ Apr 1 – Jun 30, 2021 (due Jul 27, 2021)

Date for information to be reported publicly at governing board meeting: January 14, 2021

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 or Misassignments	0	0	0
Facilities Conditions	0	0	0
TOTALS	0	0	0

Dr. Hilaria Bauer

Print Name of District Superintendent

Signature of District Superintendent

January 14, 2021

Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Equity and Educational Progress Division
Mayra Ayala, mayala@sccoe.org

9.06

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: **Resolution # 24-20/21 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and the Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheets dated January 14, 2021.

Prepared by: Efrain Robles EK Title: Director of Fiscal Services

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

To the Board of Trustees: Meeting: January 14, 2021

Recommend Approval

9.06

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
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 24-20/21
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 14th day of January, 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Ernesto Bejarano, Member

Corina Herrera-Loera, Member

Andrés Quintero, Member

Linda Chávez, Member

TBD, 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 January 14, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

ITSS SURPLUS EQUIPMENT DISPOSAL
DATE: JANUARY 14, 2020
Resolution# 24-20/21

DESKTOPS	**SERIAL**	**TAG**
DELL OPTIPLEX 790	3SLMTR1	2000370
LAPTOPS	**SERIAL**	**TAG**
HP MT40	CNU347BSD5	2005721
HP MT40	CNU344B87H	N/A
HP MT40	CNU344B4TJ	N/A
HP MT40	CNU350DRMQ	N/A
HP MT40	CNU350DRT9	N/A
HP MT40	CNU3449VP9	2003282
HP MT40	CNU347BSMR	2005364
HP MT40	CNU4039Q0F	N/A
HP MT40	CNU411B4S4	2002806
HP COMPAQ PRESARIO C700	CND8186KG4	N/A
ACER ASPIRE D250	LUS670B53895025BDA1601	N/A
ACER ASPIRE D250	LUS680B5219525A3871601	N/A
ACER C740	NXEF2AA0025300F33D7600	N/A
ACER C740	NXEF2AA002552019367600	N/A
ACER C740	NXEF2AA00252802CFD7600	N/A
PROJECTORS	**SERIAL**	**TAG**
CP-X2511N	F0GU03363	00016390
CP-X2511N	F0GU03349	00016391
CP-X2511N	F0GU03362	00016392
CP-X2542WN	F6KU02173	001000024
DOCUMENT CAMERAS	**SERIAL**	**TAG**
AVERMEDIA CP355	6120610020P	00015813
AVERMEDIA CP355		00015638
MONITORS	**SERIAL**	**TAG**
15"	N/A	N/A
19"	N/A	N/A
19"	N/A	N/A
OTHER	**SERIAL**	**TAG**
APPLE 2ND GEN IPAD A1395	DYTLR82YDFHW	N/A
TALK SYSTEM TRANSMITTER T120	N/A	N/A
TALK SYSTEM TRANSMITTER T120	N/A	N/A
TALK SYSTEM TRANSMITTER T120	N/A	N/A
TALK SYSTEM TRANSMITTER T120	N/A	N/A
TALK SYSTEM TRANSMITTER T120	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
TALK SYSTEM RECIEVER R184	N/A	N/A
FAHRENHEAT FBE15002B	N/A	N/A
HAMILTON CAMERA KIT (8 CAMERAS)	N/A	N/A

CURETON SURPLUS EQUIPMENT DISPOSAL
DATE: JANUARY 14, 2020
Resolution# 24-20/21

LAPTOPS	SERIAL	TAG
HP MT40	CNU4039QC9	2007342
HP MT40	CNU4039Q1J	2007130
HP MT40	CNU402C5SL	2007439
HP MT40	CNU4039PN9	2007354
HP MT40	CNU4039PW8	2007349
HP MT40	CNU4039PJP	2007163
HP MT40	CNU402C64H	N/A
HP MT40	CNU4039PQC	2007192
HP MT40	CNU4039R46	2007161
HP MT40	CNU4039PK2	N/A
HP MT40	CNU402C6D7	2004833
HP MT40	CNU402C4ZB	2007511
HP MT40	CNU402C5NW	2007760
HP MT40	CNU402C64D	2007450
HP MT40	CNU4039PV1	2007115
HP MT40	CNU4039QDM	2007108
HP MT40	CNU402C6H8	2004779
HP MT40	CNU402C68Z	2007525
HP MT40	CNU402C6MJ	2007524
HP MT40	CNU4039PWR	2007348
HP MT40	CNU402C651	2007586
HP MT40	CNU402C4T3	2007444
HP MT40	CNU402C64P	2004788
HP MT40	CNU402C6FQ	2004840
HP MT40	CNU4039PMR	2007170
HP MT40	CNU402C5J7	2007659
HP MT40	CNU4039PJM	2007328
HP MT40	CNU402C55Y	2004801
HP MT40	CNU402C512	2004932
HP MT40	CNU344B5PK	2003947
HP MT40	CNU344B5J0	2003493
HP MT40	CNU402C64L	2004799
HP MT40	CNU3209FK7	2001523
HP MT40	CNU402C5W0	2004754
HP MT40	CNU402C5ZY	2007536
HP MT40	CNU4039PZ5	2007133
HP MT40	CNU402C5QV	2007680
HP MT40	CNU4039Q27	2007346
HP MT40	CNU402C4XR	2004763
HP MT40	CNU402C782	2007512
HP MT40	CNU402C5K9	2007777
HP MT40	CNU402C4VR	2007973
HP MT40	CNU402C5WT	2007666
HP MT40	CNU402C67G	N/A
HP MT40	CNU4039PPN	2007180
HP MT40	CNU402C582	2004806
HP MT40	CNU402C6M1	2007427
HP MT40	CNU402C6DN	2004830
HP MT40	CNU4039PM0	2007362
HP MT40	CNU4039PK8	2007325
HP MT40	CNU4039PXQ	2007149
HP MT40	CNU402C62V	2007599

HP MT40	CNU402C647	2007662
HP MT40	CNU4039PP7	2007177
HP MT40	CNU4039QBW	2007344
HP MT40	CNU402C5HC	2007483
HP MT40	CNU402C69M	2004832
HP MT40	CNU4039PQF	2007120
HP MT40	CNU4039PS5	2007169
HP MT40	CNU344B4SD	2003532
HP MT40	CNU344B5F9	2003513
HP MT40	CNU344B5D2	2003869
HP MT40	CNU344B5D1	2003881
HP MT40	CNU344B84Z	2003573
HP MT40	CNU3449W1V	2003970
HP MT40	CNU3449W52	2003968
HP MT40	CNU344B5HN	2003489
HP MT40	CNU344B80R	2003602
HP MT40	CNU344C148	2003050
HP MT40	CNU402C601	N/A
HP MT40	CNU344B487	2003691
HP MT40	CNU4039QDL	N/A
HP MT40	CNU402C69V	2007438
HP MT40	CNU344B567	2003610
HP MT40	CNU344B5RG	2003944
HP MT40	CNU402C5YH	2004869
HP MT40	CNU4039Q2C	2007210
HP MT40	CNU4039PVN	N/A
HP MT40	CNU4039Q5G	2007334
HP MT40	CNU4039PPD	2007175
HP MT40	CNU402C6B0	2007488
HP MT40	CNU402C50X	2004853
HP MT40	CNU402C58K	N/A
HP MT40	CNU4039PXC	N/A
HP MT40	CNU344BRQP	2003212
HP MT40	CNU402C6J8	2004896
HP MT40	CNU402C5DH	2007523
HP MT40	CNU402C5ST	2007719
HP MT40	CNU4039PW5	2007345
HP MT40	CNU344BRX6	2003205
HP MT40	CNU3449W38	2003301
HP MT40	CNU344BRNY	2003167
HP MT40	CNU344B8CC	2003596
HP MT40	CNU4039QBX	2007211
HP MT40	CNU344B584	2003917
HP MT40	CNU344BRG4	N/A
HP MT40	CNU402C5PP	2007757
HP MT40	CNU4039PKY	N/A
HP MT40	CNU344B5QX	2003644
HP MT40	CNU344BRV4	2003215
HP MT40	CNU4039PSD	2007191
HP MT40	CNU4039Q10	2007136
HP MT40	CNU402C660	2004881
HP MT40	CNU402C5XR	2007543
HP MT40	CNU402C4YK	2007869
HP MT40	CNU402C5V2	2007452
HP MT40	CNU4039PR3	N/A
HP MT40	CNU4039PL5	2007187
HP MT40	CNU3449W0W	2003296
HP MT40	CNU344C17D	2003084
HP MT40	CNU402C54F	2007868

HP MT40	CNU402C5D5	2007566
HP MT40	CNU402C6Y1	2007491
HP MT40	CNU402C6GS	2007463
HP MT40	CNU402C5K4	2007778
HP MT40	CNU4039PNR	2007174
HP MT40	CNU402C569	2007506
HP MT40	CNU402C5RY	2007735
HP MT40	CNU344B4Q3	2003448
HP MT40	CNU344B840	2003647
HP MT40	CNU344B4L4	2003533
HP MT40	CNU4039QDJ	2007111
HP MT40	CNU4039PSV	N/A
HP MT40	CNU4039PT2	2007186
HP MT40	CNU4039Q1S	2007182
HP MT40	CNU4039PRJ	2007117
HP MT40	CNU402C61X	2007612
HP MT40	CNU4039PPT	N/A
HP MT40	CNU402C6ZL	2004764
HP MT40	CNU344B5H1	2003626
HP MT40	CNU402C61N	N/A
HP MT40	CNU4039Q46	2007207
HP MT40	CNU402C5VK	2007595
HP MT40	CNU402C5V4	N/A
HP MT40	CNU4039PMT	2007166
HP MT40	CNU402C6MM	N/A
HP MT40	CNU4039QCF	2007138
HP MT40	CNU4039PJR	2007353
HP MT40	CNU402C63J	2004791
HP MT40	CNU402C6LC	2004902
HP MT40	CNU402C4T0	2007442
HP MT40	CNU402C664	N/A
HP MT40	CNU402C6FR	2007455
HP MT40	CNU402C63N	2004797
HP MT40	CNU344B82T	2003772
HP MT40	CNU402C5TJ	N/A
HP MT40	CNU402C5MH	N/A
HP MT40	CNU4039PQY	2007316
HP MT40	CNU4039PM8	2007350
HP MT40	CNU402C5RN	2007729
HP MT40	CNU402C5XH	2007505
HP MT40	CNU344BRG5	2003176
HP MT40	CNU402C5ZP	N/A
HP MT40	CNU4039PPL	N/A
HP MT40	CNU4039Q06	2007198
HP MT40	CNU402C65M	2007575
HP MT40	CNU402C5ZW	2007640
HP MT40	CNU402C703	2004765
HP MT40	CNU4039PTY	N/A
HP MT40	CNU402C5TQ	2007434
HP MT40	CNU4039Q4X	2007361
HP MT40	CNU4039QCK	2007139
HP MT40	CNU402C5PV	2007750
HP MT40	CNU4039PVQ	N/A
HP MT40	CNU402C5QS	2007736
PROJECTORS	**SERIAL**	**TAG**
HITACHI CP-X305	F8CU04070	00014562

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.07

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: Efrain Robles ER Title: Director of Fiscal Services

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

To the Board of Trustees: Meeting: January 14, 2021.

Recommend Approval

Regular Board Meeting

9.07

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
January 14, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST & FUNDING	PURPOSE
Cureton Gloria H. Perkins	07/01/20- 06/30/21	Starting Arts, Inc.	$6,500.00	Provide quality arts education in theater during a 12-week period (via CAC Grant). Classes are taught by professional artists who offer a unique combination of mastery, experience and an ability to teach their craft to students. Classes will be in classroom and/or virtually in support of Cureton's VAPA focus. Funding: Restricted
Sheppard M.S Jackie Montejano	01/22/21- 03/24/21	The Audacity Performing Arts	$1,200.00	Provide two week sessions with virtual coaching and recordings for a virtual Glee Club. Up to eighteen students will develop performance skills to produce a Glee recording to publicize and celebrate their progress in performing. Funding: General
Academic Services/ VAPA Danelle Finnen	02/01/21- 06/08/21	Community School of Music and Arts	$13,500.00	Provide visual arts classes for 19 classrooms TK-5th grade at Linda Vista Elementary School. Students in SDC classes will mainstream during the art sessions. Each of the 19 classes will receive one, 25 minute, live, virtual or in-person art class per week for 12 weeks. Additionally, CSMA will provide a digital slideshow as well as a screencast in English and Spanish for each lesson so that students who are unable to attend can still receive instruction at a later time. Funding: Various

Alum Rock Union Elementary School District
January 14, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Brittany Rykels	01/22/21- 05/13/21	Discovery Education	No Cost	Provide 6th - 8th grade Science pilot for twenty (20) teachers and two hundred (200) students. Program will include print material, digital access and kits during the duration of the pilot period. Professional learning and follow-up training includes classroom support, webinars & follow-up sessions. Teachers/sites TBD. Funding: N/A
Academic Services Brittany Rykels	01/22/21- 05/15/21	School Specialty, Inc. -Delta Education	No Cost	Provide physical science FOSS kits for twenty-six (26) teachers on consignment and premium access to FOSS online platforms: FOSSweb and FOSSmap Assessment System. Pilot & implementation support options with qualified PD consultant are included. Teachers/sites TBD. Funding: N/A
Maintenance Ed Villarreal	08/01/20- 06/30/21	Bosco Construction Services, Inc.	$85,000.00	Provide small scale construction, repairs, paintings and installations for facilities district-wide on an as needed basis. Funding: Restricted
Maintenance Ed Villarreal	01/22/21- 06/30/21	General Tree Service	$84,000.00	Provide emergency tree trimming and removal on an as needed basis district-wide. Funding: Restricted
Maintenance Ed Villarreal	06/01/20- 06/30/21	The Davey Tree Expert Company	$2,975.00	Provide emergency tree pruning and removal at Cureton Elementary School. Funding: Restricted

Alum Rock Union Elementary School District
January 14, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	01/22/21- 06/30/21	Language People	$35,000.00	Master Contract: CO 216059 Original contract amount is $35,000.00. New contract amount is $70,000.00. Additional amount needed due to the increasing needs of COVID-19. Language People will provide additional virtual/zoom interpretation and translation services in Spanish, Vietnamese and other language on "as need" basis to support/increase parent involve at ARUSD. Funding: Restricted
State & Federal Sandra Garcia	01/22/21- 06/30/21	Schmahl Science Workshops	No Cost	Master Contract: Provide Hands on Science Workshops and Science Fair Assembly Presentations. Will support Science Grants for Adelante, Meyer, Cassell and Dorsa. 100% Grant supported at no cost to the District/School for in-kind service. Support will be online or in person. Funding: N/A
State and Federal Sandra Garcia	01/15/21- 06/30/21	Silicon Valley Education Foundation (SVEF)	$27,500.00	Provide Professional Development and Curriculum for Elevate [Math] Squared and the Computer Science Institute (CSI). They are also running the Assessment for Learning program which is a teacher-led initiative that trains mathematics teachers to develop, conduct and score performance assessments. Participating schools to be determined. Services will be provided on-line or in-person. Funding: General
Transportation Ed Villarreal	01/22/21- 06/30/21	Service Stations Systems	$45,000.00	Replacement of new fuel pump and software. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Cureton Elementary School (School/Dept.) VENDOR NO. _____

Submitted by: Gloria Hayes-Perkins, Principal

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: Starting Arts Inc

   Address: 525 Parrott St City: San Jose State: CA Zip: 95112

   Phone: (408) 492-9022 Email Address: web@startingarts.com

   SSN: _____ or Fed I.D. #: 01-0552155

   Mutually agree and promise as follows:

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

   Starting Arts provides quality arts education in Theatre during a 12-week period (via CAC Grant). Classes are taught by professionals artist who offer a unique combination of mastery, experience and an ability to teach their craft to students. In classroom and virtually in support of Cureton's VAPA focus.

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:** $ 6,500.00 (describe rate agreement) California Arts Council Grant Theatre/Residence

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4127	0	5815	00	1110	3110	000000	360	4127	$6,500.00	

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

Application Owner: Ann Watts
Applicant Organization: STARTING ARTS INC

Grant Activity Period: July 01, 2020 to June 30, 2021.

Applicant Information

INSTRUCTIONS:

Please review current year **Arts Education – Artists in Schools Guidelines** at _blank"> CAC Grant Programs for complete program information and submission requirements.

For questions regarding this application, contact the Arts Program Specialist below:

Name: **Sarah García**
Email: **sarah.garcia@arts.ca.gov**
Contact: **(916) 324-0075**

Application Deadline: November 15, 2019, 11:59 PM. Exceptions will not be made for any submission attempts after the stated grant deadline.

Total Operating Revenue from last completed fiscal year

This amount must match the figure reported in either the submitted Budget Snapshot or DataArts' CAC Funder Report, Total Operating Revenue field, as applicable to this grant application.

$3,066,931

Grant Requests cannot exceed 50% of an organization's total operating revenue from its last completed fiscal year as reported in the Budget Snapshot or SMU DataArts Funder Report.

Organizations may request up to $20,000.

Grant Request Amount

$6,500

Provide a brief summary of your proposal indicating how CAC grant funds would be used. This description will be used to introduce your proposal to the review panel. If funded, this description may be used as the Scope of Work in your grant contract and will be binding. It may also be edited by CAC and used to summarize your proposal in public documents.

Please begin your summary with the following: "With support from the California Arts Council, STARTING ARTS INC will..."

With support from the California Arts Council, Starting Arts Inc will partner with Horace Cureton Elementary School in the Alum Rock Union School District to launch a Theatre Artist-in-Residence program for students in Transitional Kindergarten (TK) through 5th grade for the 2020-2021 academic year. The artist-in-residence will collaborate with each grade level classroom teacher to develop and implement theatre curricula that will be integrated with the language arts programs.

Is your organization applying to this grant in partnership with a Fiscal Sponsor?

No

National Endowment for the Arts (NEA) Accessibility Checklist

The NEA Office of Accessibility https://arts.gov/accessibility/accessibility-resources/nea-office-accessibility provides information and support to make the arts accessible for people with disabilities, older adults, veterans, and people living in institutions.

CAC encourages your organization to review the NEA Office of Accessibility website. Please verify that you have downloaded and reviewed their Brief Accessibility Checklist https://www.arts.gov/sites/default/files/BriefChecklist-February2020.pdf, an instructive tool created as a guide to ensure physical and communication access to organizations and projects.

Our organization has downloaded and reviewed the NEA Office of Accessibility Brief Accessibility Checklist.

Organization Details

The following information is repeated from your Organization Profile. Review for accuracy and completion. If necessary, modifications may be made by accessing the Organization Profile from the Dashboard of the Applicant Organization's Primary Contact (see below).

Organization Name: STARTING ARTS INC
Primary Contact Name: Ann Watts
Primary Contact Email: ann@startingarts.com
Business Address: 525 PARROTT ST, SAN JOSE, CA 95112-4121
Mailing Address: , ,
County: Santa Clara
Region: Bay Area – Other

Executive Leader Name: Ann Watts
Executive Leader Phone: (408) 492-9022 **Phone Ext (if applicable):**
Executive Leader Contact Email: ann@startingarts.com

Year organization began arts programs and/or services: 2000

Organization's Mission Statement: Starting Arts was inspired by the simple observation that something special happens when young people connect with the arts. A unique learning environment materializes where students think and communicate through images, music and movement. Arts education creates opportunities for students to develop key life skills and evolve into confident, articulate, team-conscious members of our communities. We believe that an education without arts exposure is incomplete and falls far short of extraordinary. That unwavering belief has translated into a mission: to make arts education accessible to all students in Bay Area schools, with a focus on Title 1 schools in San Jose.

Summary of core organizational programs and services: Starting Arts provides school arts education in 4 disciplines – dance, music, theatre and visual arts to nearly 40,000 K-12 students in 125 schools. Classes are taught by professional artists eager to share their knowledge and passion with students.

Core Programs
•Rotating Arts Wheel. Instruction is provided 1-2 times a week in dance, theatre, music and visual arts. Schedule, duration and chosen disciplines are tailored to fit a school's population & budget
•Before- and After-School Arts Enrichment. Classes meet for 10- 12 weeks, culminating in a show or exhibition
•Dream Team provides intensive "triple threat" training designed for serious students ready to take their training to the next level
•Summer Camps. Produce 3 musicals for students ages 5-8, 9-18, and 18-21, as well as 1-week Intensives in Dance, Music & Tech
•Professional Staff Development to school staff for grades K-8 and "ready to teach" lesson plans. Materials adhere to California Visual and Performing Arts Standards

Narrative Questions

Provide a detailed description of your proposed project, including the artistic activities that will occur.

Starting Arts will partner with teachers and administrators at Horace Cureton Elementary School (Cureton) in San Jose to develop an integrated theatre arts program. With a mission that includes providing increased opportunities for exploration in technology, art, science, and social studies, Cureton has reached out to Starting Arts to develop and implement a theatre arts program that will be integrated into the language arts curriculum for grades Transitional Kindergarten (TK)-5, with a focus on reading. To achieve this, we will establish an Artist-in-Residence Program for the 2020-2021 school year.

Starting Arts' teaching artist Anthony Hardison will work with classroom teachers to develop a 12-week theatre curriculum that will complement each grade's course of study within the California Visual & Performing Arts Standards. As Artist-in-Residence, Anthony will become a part of the school's cohort of educators to help them better establish theatre arts integration into their core curricula. Classroom teachers will experience first hand the theatre integration into the language arts programs.

Program goals:

1. To provide Cureton with:
• A collaborative process, partnering classroom teachers with a theatre artist-in residence to develop theatre arts curricula that complements language arts curriculum at every grade level
• Teachers will have access to professional staff development, as well as "ready to teach" integrated lesson plans for grades TK-5
• A renewed commitment to provide a meaningful arts education for every student

2. To deliver quality arts educational experiences to students resulting in:
• Improved understanding of core curriculum
• Increased interest in the arts as a participant and a patron
• Increased cooperative behavior, confidence, peer interaction and community engagement
• Improved presentation skills and willingness to try new things
• Expanded language and learning opportunities for ESL students
• Reduced social awkwardness and fear of failure

3. To increase Starting Arts' presence in the community, resulting in:
• New theatre arts curricula that can be scaled and adapted for use in other schools
• An established Artist-in-Residence program
• Expanded teaching and learning opportunities for our core of arts educators

Timeline:

All activities to be funded by this CAC grant must occur within the stated Grant Activity Period of July 01, 2020 to June 30, 2021. Please indicate the start and end dates for your project in the fields below.

Project Start Date: 09/14/2020

Project End Date: 01/29/2021

Provide a detailed timeline of all key arts programming and/or services that will occur within the Grant Activity Period.

Work plan timeline for the 2020-2021 school year:

September 14, 2020. Artist and classroom teacher meetings begin for grades TK – 5 and will occur throughout the next two weeks. Each teacher/artist collaborative team will develop strategies for integrating a structured theatre program into their grade's language arts curriculum with a focus on reading. Each grade level teacher will receive three hours of preparation time with the Starting Arts artist-in-residence.

September 28, 2020. Launch Artist-in-Residence program for grades TK - 5. Each classroom will receive one 30 minute theatre class per week for 12 weeks with the Starting Arts artist-in-residence. The classroom teacher will have the opportunity to observe and participate in each lesson. Total instructional time throughout the duration of the program will be six hours per classroom.

January 11, 2021. Final week of theatre classes. Each classroom will perform an in-formance during the last class, inviting parents to see and experience what their children have been learning over the past 12 week program.

January 18-29, 2021. Post-program wrap-up with the artist and classroom teachers. The artist and teachers will meet to conduct a two hour grade level review to evaluate the lessons used as well as finalize the curriculum for each grade level. Each classroom teacher will receive ready to teach theatre lessons that are tailored to their grade level and integrated with the language arts curriculum. All lessons will meet California Visual and Performing Arts Standards. Data obtained from this period will be used to inform future programming.

Describe the individual school community(ies) that will be served, including demographic information, priority student populations, and any areas of academic focus (e.g. magnet programs).

Horace Cureton Elementary School is a warm and welcoming TK-5 school in the Alum Rock Union Elementary School District. Located in San Jose's East Side, Alum Rock schools serve a student body that is rich in racial, ethnic, and cultural diversity. Based on the 2019 California Dashboard, Cureton has an 86.6% Socio-Economic Disadvantaged rate with a 45% proficiency rate in Reading. Despite these challenges, this school community remains positive with high hopes and expectations to move the academic achievement needle and change their students' trajectory.

Cureton has 506 students, with 22:1 teacher/student ratio. Students feel safe and happy in their school community, allowing them to have the lowest Chronic Absenteeism rate in the District. As with all schools in the Alum Rock Union School District, breakfast and lunch is provided for every student at no cost.

Although steadfast in their focus on closing the achievement gap, arts education had been pushed to a secondary spot in educational priorities due to financial restrictions. Cureton's Instructional Leadership Team, with full support from their staff and community, believe that this is not acceptable. As such, this year they are striving to bring their Visual and Performing Arts (VAPA) program to the forefront to lead the way and provide both path and vehicle for improved student achievement. The plan is to use true integration of art aligned with the New Art Standards - its elements, processes and anchor standards - to connect content subjects and make learning meaningful and relevant for every student, including their 43.6% English language learners.

Through authentic student voice and choice, Cureton's vision is to provide opportunities for all students to express themselves, create quality standards-based output, and learn to collaborate and communicate effectively. It is in this spirit that they have reached out to Starting Arts to provide an Artist-in-Residence during the 2020-2021 school year.

How and why will this specific arts education project be impactful for this school community(ies)?

Cureton Elementary School is proud to provide its students with a creative outlet through its VAPA program. As part of its culture, art is integrated throughout daily lessons, making learning fun and engaging at every grade level. As a Title 1 school, however, Cureton lacks sufficient financial resources to independently develop and implement their own programs and as such reaches out to nonprofits such as Starting Arts to partner in their artist endeavors. This Artists-in-Schools grant will provide much needed funding to further develop an integrated arts curriculum for the entire school. This will allow Cureton to be the anchor school in Alum Rock Union School District's Visual and Performing Arts strand.

Cureton serves as the VAPA-strand feeder school to Joseph George Middle School, which is located just around the corner. Like Cureton, they believe in a robust education that emphasizes visual and performing arts alongside academics. This pedagogical consistency, along with the healthy development of 21st Century Skills, makes for well-rounded students as they prepare for high school, college, and beyond.

"Art teaches children to see with a critical eye, create something new, or incorporate old ideas into a new vision. Arts instruction focuses most directly on creative thinking skills – the source of innovation and invention in the world today." Ann Watts, Starting Arts Executive Director

How does this project align with the school district and/or county's Strategic Arts Plan, and/or the specific school site(s) goals? Please describe how this project complements other arts education opportunities, and/or how it is part of an ongoing sequence within students' educational programs.

For data on course offerings and enrollment by school site in grades 7-12, please see the California Arts Education Data Project : www.createca.dreamhosters.com/artsed-dataproject/

The Starting Arts Theatre Integration Project aligns beautifully with both the Santa Clara County's Strategic Arts Plan as well as the Alum Rock Union School District's Visual and Performing Arts (VAPA) Plan. Santa Clara County's primary strategic goal is fostering equitable, transformative arts education. This means that as educators we must model and promote equity and access for all learners through the discipline-specific and integrated practices in arts learning. In addition, we must increase the capacity of school communities to shift practice in support of equitable, high quality arts learning.

The Alum Rock Union School District is the ideal candidate to launch this integrated arts program. Although they are financially disadvantaged, they believe that arts education is an essential component of a rigorous curriculum for every grade level and are committed to creating a learning environment of excellence that educates the whole child using arts-based strategies.

Horace Cureton Elementary School serves as our pilot site for the current year. We have launched an 8-week dance program to test the interest levels of both the students and faculty. The response has been overwhelmingly positive. From our 20 years of experience in working with schools, in our view Cureton is ready to commence a comprehensive integrated arts program that will serve as the model for the rest of the school district.

Lesson Plan

Include a plan for a single lesson that would occur as part of the project. A lesson example that takes place midway through the residency is highly recommended (as opposed to an initial or culminating meeting).

The lesson plan should address the following components:

- Grade level of students
- Length of class
- Session number (e.g., 4 of 16)
- Instructional materials to be used
- Skills and knowledge the students will acquire: What will the students know and/or be able to do as a result of this specific lesson?
- Key standards to be addressed: California Visual and Performing Arts Standards and/or Media Arts Standards.
Project may also address Common Core Standards.
- Lesson activities: What will the students do during the class session?
- Assessment strategies: How will the Teaching Artists check what the students know and are able to do by the end of the lesson?

Below is Lesson 8 of a 12 week education plan, using the standard lesson format. This sample lesson was videotaped and the link is attached to this application for your perusal.

Grade level of students: 4th grade

Length of class: 30 minutes

Session number: 8 of 12

Instructional materials to be used: Script

Skills and knowledge the students will acquire: What will the students know and/or be able to do as a result of this specific lesson? Play performance, blocking, cues, script reading.

Key standards to be addressed: California Visual and Performing Arts Standards and/or Media Arts Standards.: 4th Grade Theater Standards 1.1, 1.2, 2.1, 2.2, 4.1, .4.3

Lesson activities: What will the students do during the class session? Rehearse and perform a play.

Assessment strategies: How will the Teaching Artists check what the students know and are able to do by the end of the lesson? Student performance.

How will you evaluate the project to determine its impact? If you have completed a similar project in the past, please share the evaluation results.

Having grown from one school to now serving 125 schools in under 20 years, Starting Arts works hard to deliver the programs needed and desired by every one of its school partners. We attribute a comprehensive evaluation process to be integral to our success.

All programs are evaluated to ensure they meet the needs of our constituents while also exceeding their expectations. Qualitative evaluation includes subjective feedback from school administrators, teachers, students, and parents, including verbal comments, written communication and audience reaction. Quantitative evaluation entails a formal online evaluation tool, including a survey for students and teachers to assess program content, visual appeal, likability of professional artists and delivery. The subsequent data analysis is used to enhance current programs as well as to inform the process of creating new experiences.

Starting Arts has provided integrated arts programming in the past, with a focus on bringing visual arts into the social studies curriculum (i.e. Gold Rush) for students in grades 4 and 5 in the Moreland School District. The program culminated in an Art Gallery display of the students' art work. Parents and students were invited to walk through the display. The response was overwhelmingly positive for students and their families.

Quantitative Questions

Figures entered below should encompass anticipated activities and individuals to be directly affected by or involved in programs and services if funded by this CAC grant, and occurring within the grant period. Enter "0" for any items that are not applicable or for which you do not have supportable estimates.

Artistic disciplines to be taught

Theatre

Duration and frequency of sessions (e.g. 1 hour, twice a week for twelve weeks)

1 - 30 minute lesson, once a week for 12 weeks

Number of sites served

1

Number of total individuals to benefit directly (individuals participating in the core program activities)

506

Number of individuals to benefit indirectly (audience members, beneficiaries of public art installations, etc.)

750

Key Personnel Bios

Provide a brief biography for each key individual (artistic, technical, or administrative) involved in this project. Include name, title, whether to be supported by CAC funds, relevant experience as it relates to this project, and role within the proposed activities.

Starting Arts is thrilled to be working with the following key individuals. Their artistic, administrative and educational experiences create a strong foundation for our Integrated Theatre Program:

1. Alfredo Acosta – Principal, Horace Cureton Elementary School
Role: Primary School Contact
Alfredo Acosta is the Principal at Horace Cureton Elementary School and driving force behind the implementation of this arts integration project. Before serving as Principal, Mr. Acosta was the Assistant Principal at Ocala STEAM Academy. He has over 16 years of teaching experience and has been awarded the Ocala Middle School Teacher of the Year award. Alfredo has a Master's Degree in Education Administration from National University as well as Cross-Cultural Language and Academic Training from the University of San Diego.

2. Noli Magsino - Coordinator for Visual and Performing Arts Programs, Alum Rock Union School District
Role: Primary District Contact
Noli Magsino has served as District Coordinator for Visual and Performing Arts (VAPA) programs for the Alum Rock Union School District since 2014. He began teaching music in public and private schools in 1999 where he established award winning music programs for elementary and middle schools; most of which are in Alum Rock where he has taught for 11 years. Noli received his Bachelor of Arts in Music Business-Management from the University of the Pacific, Conservatory of Music as well as a Master's Degree in Education and an Administrative Credential from National University.

3. Mike Boston - Artistic Director for Starting Arts
Role: Program Director
Supported by CAC funds
Mike Boston is a Credentialed Theatre Teacher for Trace Elementary School in San Jose with over 25 years of teaching and theatre directing experience in grades K-12. Mr. Boston has served as Artistic Director for Starting Arts for 19 years. During this time he has been teaching, directing, designing curriculum, developing new programs and producing in-school, after-school and summer theatrical productions. Mike received his Bachelor of Arts in English with a minor in Theatre from UCLA as well as a Single Subject in English Credential and a CLAD Credential from California.

4. Anthony Hardison - Theatre Teaching Artist and Director
Role: Artist-in-Residence
Supported by CAC funds
Anthony Hardison has been working as a theatre director and teaching artist with Starting Arts since 2017. He has developed theatre curricula for grades K-5 and directed over 20 theatre productions. Before coming to Starting Arts, Mr. Hardison was the Senior Youth Director for the YMCA in Raleigh, North Carolina. He was also the Director of School Programs, managing before, during and after school programs at 15 schools (elementary, middle and high schools) in Raleigh. Anthony has a Bachelor of Arts Degree from NC State University.

If proposing therapeutic outcomes, applicants must establish the qualifications of service providers, how strategies are appropriate to the clinical and/or community arts setting, and how support is culturally responsive to participants.

Are therapeutic outcomes proposed for this project?

No

Equity

Describe how your project design and implementation reflects a commitment to include and represent the communities to be served.

Starting Arts was founded to serve as a partner to schools so that every child has the opportunity to receive a high-quality, interactive arts education and develop a lifelong relationship with the arts. At the core of our very existence is the firm belief that we get more done when we work together. This belief has taken us from our humble beginnings in one elementary school to currently having a noteworthy presence in 125 schools in and around San Jose. The concept is simple: we set up shop where students gather, learn, and play to provide them with access to a quality arts education that they would not otherwise have.

The demand for our programs is increasing each year, with teachers and administrators regularly requesting new activities and programs that will deepen their students' engagement in the arts. This is exactly how the Starting Arts Theatre Integration Project came to light.

Our free programs for Title 1 schools and student scholarships make our programs accessible to all who want to participate, despite financial barriers. Last year we provided more than $5,000 in scholarships to 17 campers, Dream Team and workshop attendees. This year our Opera Assembly program is serving 20 schools, bringing a free live opera to an anticipated 10,000 students in grades K-8 in San Jose Title 1 schools.

For those interested in continuing their education and advancing their skills, Starting Arts cultivates artistic development through our triple threat Dream Team – an intensive studio workshop series for students who are selected through a rigorous audition process. Participants receive months of top notch training in music, theater and dance that culminate in two theater productions as well as many community events. Dream Team develops performance skills and encourages a lifelong participation in the Arts. Most of our studio participants joined our advanced teams after participating in programing at their school.

Accessibility

The CAC is committed to making the arts accessible and inclusive for all Californians. All CAC-funded programs, services, information, and buildings and facilities where funded activities take place must be accessible.

Describe your approach to ensuring the physical accessibility of programs and services for this project, as well as the accessibility of print and online materials. Consider personnel of the applicant organization and any partnering organizations, as well as program participants, and potential audience members in your response.

Our integrated theatre program will be provided onsite at Cureton Elementary during the regular school day and made available to every student as part of their course of study. As Cureton has a designated arts space, classroom teachers will take their students to that room for their theatre instruction. Any potential physical accessibility issues will be discussed with teachers during the program planning phase, and any necessary adjustments will be made to ensure accessibility for every student.

On the last day of the 12 week theatre program, students will be performing an in-formance. This is an opportunity for parents and other family members to come into the classroom and observe and experience what the students have learned over the course of the program.

Accessibility Contact Details

Identify the primary individual who will be responsible for managing aspects of accessibility as it relates to this proposal. This may be a program manager, accessibility coordinator, or other staff member of the applicant organization.

Contact First Name: Ann

Contact Last Name: Watts

Contact Phone Number: (408) 492-9022

Contact Phone Ext:

Contact Email: ann@startingarts.com

Budget

Personnel Expenses

Personnel Expense	Job Title	# of Staff	Rate of Pay	CAC Request Amount	Applicant Matching Funds
Artistic	Theatre Teaching Artist	1	$50 per hour	$5,000.00	$6,000.00
Artistic	Program Director	1	$65 per hour	$1,500.00	$500.00
				$6,500.00	**$6,500.00**

Operating/Production Expenses

Expense	CAC Request Amount	Applicant Matching Funds

Total Expenses

Total CAC Budget Request	Total Applicant Matching Funds
$6,500.00	$6,500.00

Entire Project Cost

	Total Cost
If your CAC Request plus Match represents one part of a larger project, indicate the total cost of the entire project.	$0

Budget Notes

You may use this space to provide additional budget details, as necessary.	The additional cost of copying student-made scripts will be covered by Cureton Elementary School. Published scripts will be borrowed from Starting Arts' library.

Match Source

Source of Match	Identify source (name of contributor, donation, etc.)	Applicant Matching Funds	Status
Other Contributed	Alum Rock Union School District	$6,500.00	Committed
		$6,500.00	

In-Kind

Identify source (name of contributor, donation, etc.)	Applicant Matching Funds	Status

Total

Total Matching Funds	$6,500.00

Budget Notes

If utilizing in-kind donated services to support the match requirement, please describe your method for determining the fair market value of these services. You may also use this space to provide additional details for matching sources, as necessary.

Budget Snapshot (3 Years)

3-Years' Statement of Financial Activities

Applicant Organization Fiscal Year End Date

06/30/2020

Click on the Calendar icon. First select Month and Year, then select Day.

Income

	2016-17 (optional)	2017-18 (required)	2018-19 (required)
Earned	$0.00	$1,617,441.00	$1,914,005.00
Contributed	$0.00	$128,322.00	$1,152,926.00
Total Revenue	$0.00	$1,745,763.00	$3,066,931.00

Expense

	2016-17 (optional)	2017-18 (required)	2018-19 (required)
Personnel	$0.00	$1,150,136.00	$1,390,912.00
Operating/Production	$0.00	$553,047.00	$648,309.00
Total Expense	$0.00	$1,703,183.00	$2,039,221.00
Surplus (Deficit)	$0.00	$42,580.00	$1,027,710.00

Budget Notes

Address significant changes in line items from one year to the next and explain anticipated surpluses or deficits in the Budget Snapshot Notes. Once Budget Snapshot Notes have been provided, select "Save" and then "Close" to return to the application Budget tab.

Starting Arts received a $1,000,000 donation in June 2019 which accounted for the substantial increase in our Contributions for 2018-2019.

Payee Data Record

Download the Payee Data Record form (STD 204) and verify that the pre-filled organizational information is correct. Please fill in the information in section 5 and sign. Scan and upload the completed form below.
Please Note: If applying with a Fiscal Sponsor, be sure to Save Draft prior to downloading the Payee Data Record in order to reflect accurate information. Not providing a signed copy of the Payee Data Record form (STD 204) will delay payments if grant is awarded.

Upload signed and scanned copy of the Payee Data Record form (STD 204).

Payee_Data_Record_-_Starting_Arts.pdf
39.7 KB - 11/05/2019 9:39AM

Total Files: 1

Support Materials

Instructions
Use file names that are brief but specific to the provided content and to your organization. Panelists will be advised to spend approximately 10 minutes reviewing artistic work samples prior to the panel meeting. Any uploaded materials exceeding the maximum permitted for each field will not be reviewed nor considered in the adjudication of your proposal. For video and audio, provide start and end times for the portion you would like the panel to review in the Support Materials Notes at the bottom of this page.

Accepted File Types:

Documents
Upload MS Word (.doc) or Adobe PDF (.pdf) file formats only.

Images
Option 1: Upload images as individual JPGs. Recommended resolution: 300 dpi. Recommended image size: 800 x 600 pixels. If scanning images, please scan at a resolution of 300 dpi and save/upload as individual JPGs.
Option 2: Combine images within one PDF.

Video (links)
Video files are not accepted - do not upload video files for review. Video work samples may be provided as online links (URLs) below applicable Support Materials. Non-password protected videos are preferred; if protected, passwords must be provided in the available field. Video links plus other file uploads may not exceed the indicated maximum number of materials requested, per material type.

Audio
Audio selections may be provided as online links (URLs) on a single-page PDF, or uploaded in MP3 format.

Letter of Support or Testimonial

Provide a signed statement from a key stakeholder, partner, or community member. Statement should substantiate the quality of the organization, and affirm the organization's impact on its constituents. This should not be from staff or board of the applicant organization.

CAC_Starting_Arts_Letter_of_Support_2019-1.pdf
57.9 KB - 11/14/2019 3:24PM

Total Files: 1

Letter of Agreement

Provide a joint Letter(s) of Agreement signed by both the Applicant Organization and a school official from each site to be served. This letter(s) should indicate mutual commitment to the project and understanding of the roles and responsibilities of each party.

Starting_Arts_Letter_of_Agreement_with_ARUSD.pdf
32.8 KB - 11/15/2019 8:43AM

Total Files: 1

Teaching Artist Work Samples

Include up to three samples of Teaching Artist work providing evidence of talent and capacity both as an artist(s) and as instructor(s). Video samples featuring interactions with students in the classroom are highly recommended.

Are you providing video links in support of Teaching Artist work?

Yes

Video 1 URL: https://www.dropbox.com/s/jlj54i1jq2cjh01/Mike_Boston_StartingArts.mp4?dl=0

Video 2 URL: https://www.dropbox.com/s/eizwlpymmi04q0t/Seussical_Jr_Nov_2019.mp4?dl=0

Video 3 URL:

Student Work

Provide ***up to two*** samples that best portray student work created under the instruction of the Teaching Artist(s).

The_Game-1.pdf
65.3 KB - 11/14/2019 3:34PM

Total Files: 1

Are you providing video links in support of student work?

No

Support Materials Notes

Provide brief descriptions of artistic work samples and other support materials. For video or audio samples, provide specific start and end times for the portion you would like the panel to review. Be sure to clearly indicate which specific files your notes are referencing.

Video 1. Teaching Artist Work Sample: This video is of Mike Boston teaching his 4th grade students at Trace Elementary School in San Jose on November 13, 2019. The class is filmed from start to finish so as not to disrupt the students.

The first 10 minutes of the class are used for reviewing previously taught material. Starting at minute 10:50 students begin rehearsing their play. Please review video from minute 10:50 to minute 18:30. This video clip demonstrated both the teacher's and the students' work.

2. Video 2. Teaching Artist Work Sample: This video is of Seussical Jr., directed by Anthony Hardison at St. Leo's School in San Jose on November 2, 2019. This video clip illustrates the quality of the students' performances and Anthony's directing abilities. Please review the first 2 minutes to get a sense of the production.

3. Student Work Sample: The Game is written by Mike Boston's 4th grade students. This is a work in progress. It will be performed as part of a school -wide production called Invention Conventions in December 2019.

Certification & Release

The undersigned certifies the following:

California Secretary of State Certificate of Status

The represented organization has "active status" with the California Secretary of State (SOS) showing evidence of "good standing" at the time of application.

Yes, I certify

The undersigned certifies the following:

The represented organization has valid proof of tax-exempt status under sec.501(c)(3) of the Internal Revenue Code, or under sec. 23701d of the California Revenue and Taxation Code, or is a unit of government; or for grant programs allowing Fiscal Sponsors, is applying in partnership with a Fiscal Sponsor entity meeting all Fiscal Sponsor eligibility requirements as indicated in CAC Fiscal Sponsor Policy; that the applicant organization has been consistently engaged in arts programming for a specific number of years prior to time of application; has its principal place of business in California; and has completed prior contract requirements, if applicable; and has approval of the organization's board of directors or other governing body; and that the applicant organization and Fiscal Sponsor, if applicable, both comply with the Civil Rights Act of 1964, as amended; sec 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975; observes provisions of the Drug Free Workplace Act of 1988; and California Government Code secs.11135-11139.5 (barring discrimination); complies with the Fair Labor Standards Act, as defined by the Secretary of Labor in part 505 of title 29 of the Code of Federal Regulation; the Americans with Disabilities Act of 1990; and the Fair Employment and Housing Act; that all information contained herein is accurate or represents a reasonable estimate of operations based on data available at the time of submission; and that there are no misstatements or misrepresentations contained herein or in any attachments; and is aware that modification of the proposal at any point may require a contract amendment, rescinding of a grant award or cancellation of contract.

The undersigned hereby releases the California Arts Council (CAC) and the State of California, their employees and agents, from any liability and/or responsibility concerning damage to or loss of materials submitted to the CAC and the State of California, whether or not such damage of loss is caused by the negligence of the CAC, the State of California, their employees and agents.

Yes, I certify

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Sheppard Middle School (School/Dept.) VENDOR NO. 22678

Submitted by: Jackie Montejano

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: The Audacity Performing Arts

   Address: 1484 Pollard Rd. Suite 546 City: Los Gatos State: CA Zip: 95032

   Phone: (408) 348-4026 Email Address: louis@audacityperforming arts.com

   SSN: _____ or Fed I.D. #: 46-1444034

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 22, 2021 end date March 24, 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:

   Two week sessions with virtual coaching and recordings for a virtual Glee Club. Up to eighteen students will develop performance skills to produce a Glee recording to publicize and celebrate their progress in performing.

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:** $ 1200.00 (describe rate agreement) Flat rate for Spring Session (Fall Session provided at no cost to school)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	170	2850	$ 1,200.00	

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

AUDACITY PERFORMING ARTS PROJECT

Scope of Work Summary
William Sheppard Middle School

The Audacity Performing Arts Project will manage and coach a virtual online Glee Club. This program will be carried out via Zoom.

Spring Session:

January 22nd to June 30th

Tuesday/Thursday - 2:30 until 4:30

The program will produce 2-3 song recordings that showcase the participants abilities and progress over the 10 week session.

Fall Session will cap participants at 12-18 kids. Spring session size is TBD.

If at any point during this program that in person sessions become viable for both parties, in person recording will be made available.

Program Fee: $1200

Spring Session: $1200

Payment Due: February 1, 2020

The Audacity Performing Arts Project will provide an Insurance Cert ($1,000,000 liability x2/year) to Alum Rock Union Elementary School District. This Cert includes a rider for contact with minors. Background checks are carried out to keep in compliance with this policy (not Livescan).

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

VAPA (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: Community School of Music and Art

Address: 230 San Antonio Circle City: Mountain View State: CA Zip: 94040

Phone: (650) 917-6800 Email: jmineer@arts4all.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates Feb. 1 2021 end date June 8 2021

CONTRACTOR'S OBLIGATION:

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

CSMA will provide visual arts classes for 19 classrooms TK-5th grade at Linda Vista Elementary School. Students in SDC classes will mainstream during the art sessions. Each of the 19 classes will receive one, 25 minute, live, virtual or in-person art class per week for 12 weeks.

Additionally, CSMA will provide a digital slideshow as well as a screencast in English and Spanish for each lesson so that students who are unable to attend can still receive instruction at a later time.

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:** $13,500

Describe other related costs: _____

BUDGET CODE: $10,000 060-4127-0-5815-00-1110-1000-000000-360-4127 _____ Accountant Initials

$3,500 010-0000-0-5815-00-1110-1000-000000-310-5261 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: [signature] Date: 12/9/20

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

community school *of* music and arts

MEMORANDUM OF UNDERSTANDING
between
Linda Vista and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that the **Linda Vista Elementary School**located at **100 Kirk Ave, San Jose, CA 95127** ("Linda Vista") and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have been discussing with respect to implementing the Art4Schools Program ("Program") at Linda Vista school during the **2020-2021 school year.**

1. Program Description. CSMA will provide art classes as specified in the attached Addendum from February 2021 through June 2021. The program will serve students from Linda Vista Elementary School in San Jose, California unless the parties agree otherwise.

2. Instructors. The students will receive an art curriculum developed by professional arts educators/teaching artists ("Instructors") selected and screened by CSMA. Before being allowed to teach at Linda Vistaschool, all Instructors will be given a tuberculosis test, fingerprinted and undergo a criminal background check in accordance with Department of Justice guidelines.

3. Rescheduling of classes. If an Instructor is unavailable to teach a scheduled class and no substitute is available, the class will be made up at a later date within the school year. If Linda Vista or a Classroom Teacher needs to cancel a class, they must provide at least 24-hours notice to receive a make-up class. If Linda Vista or a Classroom Teacher cancels a class with less than 24-hours notice, no make-up class will be given. If, after all attempts have been made to make-up a class and no make-up time is found, there will be no refund for the missed class(es).

4. CSMA Responsibilities. In connection with the Program, CSMA will: (a) develop the Programs curriculum to meet the California Visual and Performing Arts Standards; (b) supply the necessary materials for each class it conducts at school sites if the sharing of supplies is permitted by COVID-guidlines; (c) hire and pay the Instructors; and (d) perform any necessary project management related to the program.

5. Linda Vista Responsibilities. For any onsite classes, Linda Vista will (a) provide facilities, including adequate space, working sinks, tables, chairs and secure storage; (b) participate with CSMA in the planning and implementation of the program; and (c) ensure classroom teacher is present in the room and shares responsibility for student behavior. In the event of online classes, the classroom teacher will set up the class, invite students and the CSMA Instructor to participate and remain present to end the meeting.

6. Insurance Coverage. CSMA agrees to maintain an insurance policy in the minimum amount of $1,000,000 to cover any negligent acts committed by CSMA or its Instructors while providing services to Alum Rock Union School District (ARUSD) and shall name ARUSD as an additional insured.

7. Non-Solicit. Linda Vista agrees that during the Program and for twelve (12) months thereafter, Linda Vista will not, directly or indirectly, recruit, or attempt to recruit any Instructor.

8. Limitation of Liability. Under no circumstances will either party be liable to the other party in connection with this MOU for any consequential, incidental, indirect, special, or reliance damages (or any loss of revenue or profits), however caused, whether for breach of contract,

negligence or under any other legal theory, whether foreseeable or not and whether or not the other party has been advised of the possibility of such damages.

9. Governing Law. This MOU will be governed by California law without regard to conflicts of laws principles.

10. Entire Agreement; Amendment. This MOU sets forth the entire agreement between the parties with respect to the subject matter hereof and may only be amended in writing signed by both parties.

11. Assignment. Neither party may assign this MOU or any right, interest or benefit under this MOU without the prior written consent of the other party. Notwithstanding the foregoing, either party may assign this MOU without the other party's consent to any person or entity that acquires or succeeds to all or substantially all of such party's business or assets.

12. Termination of MOU. Except with respect to Sections 7-12, either party may terminate this MOU at any time upon written notice to the other party, and the parties will have no further obligations hereunder unless and until a definitive agreement is signed.

13. Non-Binding. Except for this Section 12, this MOU is a statement of the parties' present intentions only, and is not legally binding upon either Linda Vista or CSMA, with no agreement being created by estoppel, reliance or otherwise. Neither party will have any obligation to negotiate a definitive agreement regardless of the existence of this MOU.

IN WITNESS WHEREOF, as of the Effective Date, an authorized representative of each party has duly executed this MOU. The Effective Date will be the latter of the two signatures below.

Vickie Scott Grove

Vickie Scott Grove
Executive Director, CSMA

12 / 09 / 2020

Date

ARUSD Representative

Dr. Hilaria Bauer Superintendent
Printed Name

Date

Accounts Payable
Person to receive invoice

accounts.payable@arusd.org
Email

408-928-6852
Phone

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: 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: Discovery Education

   Address: 4350 Congress Street, Suite 700 City: Charlotte State: NC Zip: 28209

   Phone: (650) 759-1015 Email Address: tsinclair@discoveryed.com

   SSN: _____ or Fed I.D. #: 36-2298050

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 22, 2021 end date May 13, 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:

   Discovery Education will provide 6th-8th grade Science pilot for twenty(20) teachers and two hundred(200) students and will include print material, digital access and kits during the duration of the pilot period. Prof. learning/follow-up training includes classroom support, webinars & follow-up sessions. Teachers/sites TBD

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:** $ NO COST (describe rate agreement) Part of NGSS Pilot, Grade 6-8

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
										NO COST	

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

DocuSign Envelope ID: DA289E42-B08D-4269-B5A9-38CAF20DE2C6

Discovery EDUCATION

4350 Congress Street
Suite 700
Charlotte, North Carolina 28209

December 10, 2020

Statement of Work

6-8 Discovery Education Science Pilot
Alum Rock Union Elementary School District

Objective: Provide quality 6-8 instructional materials to science pilot teachers to use with their students.

Duration of Job/Timeline: January 22, 2021 - May 13, 2021

Description of Services/Deliverables:

- Discovery Education will provide pilot teachers: teacher and student print material, digital access and kits during the duration of the pilot period outlined above.
- Professional learning is included with Discovery Education pilot and purchase.
  - Pilot and implementation support options with highly qualified professional development consultants: Embedded classroom support, webinars, Q&A form submission, emails, and phone calls.
- **Number of Teachers:** (20) 6-8 Science Pilot Teachers
- **Number of Students:** ~200 Students

Fees:

- None

Terms and Conditions:

- https://www.discoveryeducation.com/terms-and-conditions/

For Questions: Please contact Theresa Sinclair, Partnerships Manager (650) 759.1015 or TSinclair@discoveryed.com.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: 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: School Specialty Inc. - Delta Education

   Address: 80 Northwest Blvd. City: Nashua State: NH Zip: 03063

   Phone: (603) 750-0615 Email Address: richard.pacheco@schoolspecialty.com

   SSN: _____ or Fed I.D. #: 39-0971239

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 22, 2021 end date May 15, 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:

   School Specialty, Inc - Delta Education will provide physical science FOSS kits for twenty-six(26) teachers on consignment and premium access to FOSS online platforms: FOSSweb/FOSSmap Assessment System. Pilot & implementation support options with qualified PD consultants included. Teachers/sites TBD.

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:** $ NO COST (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
										NO COST	

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

School Specialty

School Specialty, LLC
W6316 Design Drive
Greenville, WI 54942
(888) 388-3224 (Tel)
(800) 675-1775 (Fax)

Scope of Services for Alum Rock Union School District

December 3, 2020

This document serves to outline the agreed upon scope of services for the Alum Rock Union School District's (ARUSD's) pilot of the FOSS Next Generation science program.

Description of Services

School Specialty LLC/Delta Education will consign physical science FOSS kits and premium FOSSweb access (including FOSSmap) for 26 teachers to ARUSD. Professional learning/development will also be provided to support the pilot of FOSS, to include embedded classroom support, webinars, follow-up sessions, and answering teacher and administrator questions via emails and/or phone calls.

Cost

The above services will be provided at no cost to ARUSD assuming the following:

- The kits will be returned to School Specialty LLC/Delta Education at the end of the pilot term OR
- The kits will be purchased by ARUSD for use in implementation as the selected science program

Duration of Job

The pilot term will run from January 22, 2021 until May 21, 2021.

Terms and Conditions

At the conclusion of the pilot, ARUSD will either return the provided materials (minus any used consumable kit equipment) or purchase the kits for use in implementing FOSS as their selected science program.

The Terms of Use for FOSSweb/FOSSmap can be found at:
https://store.schoolspecialty.com/OA_HTML/xxssi_ibeContentPage.jsp?minisite=10206&docName=V1093678&pageName=Terms+%26+Conditions

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 Approval- Bosco Construction Services

Date: December 17, 2020

Summary:
It is necessary for the District to maintain a contract with a company that can provide small scale constructions, repairs, paintings and installations for facilities district-wide on an as needed basis. Based on the pricing, experience and responsiveness, the District is recommending to contract with Bosco Construction Services.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bosco Construction Services in the amount of $85,000.00 for fiscal year 2020-2021.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: Bosco Construction Services, Inc. VENDOR NO: 22784

ADDRESS: 1177 N. 15th. Street San Jose, CA 95112

FAX NUMBER:

TELEPHONE NUMBER: (866) 494-4391

TAX ID NUMBER

E-Mail: info@bosco.com

BOARD APPROVAL DATE: January 21, 2021

CONTRACT TERM: From: August 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 small-scale construction, repair, paint and installations district-wide on an as needed basis.

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	FCT-CTR	LOC	PROG	AMOUNT
450	8150	0	5815	00	0000	8100	000000	450	8130	85,000.00

Program Manager/Principal _____ **Date:** 12/16/20

Supervisor _____ **Date:** 12/16/20

Fiscal Approval _____ **Date:** 12/16/2020
Accountant

Director of Fiscal Services _____ **Date:** _____

Asst Supt, Bus Services _____ **Date:** 12/17/20

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:** $85,000.00 FY 2020-2021

Bosco

PAINTING, CONSTRUCTION AND FACILITY MAINTENANCE

To whom it may concern,

1. Bosco Construction Services, Inc.
   1177 N. 15th St.
   San Jose, CA 95112

2. Office (866) 494-4391 Email: info4@boscoco.com
   Jennifer Pinney Cell: (408) 642 - 8310 Email: jennifer.pinney@boscoco.com
   Matt Codipilly Cell: (408) 396-3870 Email: pm@boscoco.com

3. Type of work interested in and licensed to perform
   Painting
   Parking Lot Stripping
   Facility Maintenance
   Wall Furnishings
   Janitorial
   Restoration (Water Fire Mold)

4. CSCLB Number: 952978, Class: A,B,C33 and expiration date: 10/31/2020

5. DIR Number: 1000031375

6. Owner(s) of Company:
   Teresa Schaper - Owner
   Leon Schaper - Secretary/CFO
   Daniel Schaper - Officer
   Luke Selway - Officer
   Richard Schaper - General Manager

7. General Liability Insurance: (Attached)

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, and Transportation

Re: Contract Approval- General Tree Service

Date: December 16, 2020

Summary:
Due to unanticipated tree damages, it is necessary for the District to retain a contract with a company that is qualified and dependable to provide emergency tree trimming and removal on an as needed basis district-wide.

The District had reached out to various companies and based on pricing, experience and reliability, staff is recommending to contract with General Tree Service.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with General Tree Service in the amount of $84,000.00 for fiscal year 2020-2021.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: General Tree Service VENDOR NO:

ADDRESS: 1358 Hacienda Court, Campbell, CA 95008 FAX NUMBER:

TELEPHONE NUMBER (408) 489-5671

TAX ID NUMBER: E-Mail:

BOARD APPROVAL DATE: January 21, 2021

CONTRACT TERM: From: January 22, 2021 – 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 emergency tree trimming and removal on an as needed basis 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	$84,000.00

Program Manager/Principal _____ **Date:** 12/16/20

Supervisor _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 12/16/2020
Accountant

Director of Fiscal Services _____ **Date:** 12/16/20

Asst Supt, Bus Services _____ **Date:** 12/16/20

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: $84,000.00 FY** 2020-2021

GENERAL TREE SERVICE

1358 HACIENDA CT

CAMPBELL CA 95008

PHONE: 408-489-5671

November 19, 2020

General tree service will provide the services of Tree trimming, Removal and Stump grinding. We remove fallen or broken trees, risk assessment, emergency services for after hour fallen trees.
The cost is $425 an hour for trimming and removal. The stump grinding cost is $3.25 per inch of stump to be removed.

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 Approval- The Davey Tree Expert Company

Date: December 18, 2020

Background:
Due to unexpected tree damage, The Davey Tree Expert Company was called in to perform an emergency tree removal at Cureton elementary. The cost of the tree removal is $2,975. 00

Recommendation:
Staff recommends that the Board of Trustees approve the contract with The Davey Tree Expert Co. in the amount $2,975.00 for the cost of the emergency tree removal.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **THE DAVEY TREE EXPERT COMPANY**

VENDOR NO:

ADDRESS: 1055 Commercial Ct, San Jose, CA. 95112

FAX NUMBER: (408)453-2940

TELEPHONE NUMBER: (408)453-3389

TAX ID NUMBER: 34-0176110

E-Mail: Mike.Barton@davey.com

BOARD APPROVAL DATE: January 17, 2021

CONTRACT TERM: From: June 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 emergency tree pruning, and removal at Cureton Elementary School.**

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	$ 2,975.00

Program Manager/Principal _____ **Date:** 12/18/20

Supervisor _____ **Date:** 12/18/20

Fiscal Approval Maria Newton **Date:** 12/18/2020
Accountant

Director of Fiscal Services _____ **Date:** _____

Asst Supt, Bus Services _____ **Date:** 12/18/20

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.

__X__ b. **Flat Rate:** $ 2,975.00 FY 19-20 ___ to be the total payment to the Contractor including travel and/or other expenses.

_____ c. **Other:** _____

DAVEY
Proven Solutions for a Growing World

The Davey Tree Expert Company
1055 Commercial Ct
San Jose, CA 95112-1438
Phone: (408) 453-3389 Fax: (408) 453-2940
Email: Mike.Barton@davey.com

Client	6/4/2020
Horace Cureton Elementary School c/o Alum Rock School District 3720 E Hills Dr San Jose, CA 95127-2418	Proposal #: 918904-1591296209 Account #: 7898981 Ship To #: 7898981 Work: (408) 426-0210 Email: edgar.gudiel@arusd.org

CONTRACT FOR MATERIALS AND SERVICES

YOU ARE ENTITLED TO A COMPLETED COPY OF THIS CONTRACT, SIGNED BY BOTH YOU AND US (THE CONTRACTOR), BEFORE ANY WORK MAY BE STARTED

	Tree Care	Service Period	Price	Tax	Tota
☐	Tree Removal Side of Kandango Pre-School 1 Ash remove to grade $2700	June	$2,700.00		$2,700.0C
☐	Stump Grinding 1 stump grind $275		$275.00		$275.0C
		Total of All Services:	**$2,975.00**		**$2,975.0C**

☐ Yes, please schedule the services marked above.

No Deposit may be required upon acceptance

$ _____ Deposit Required / $ _____ Deposit Received

Upon completion of work, please charge balance to credit card ___Yes ___No

Deposit cannot exceed 10% or $1,000, whichever is less.

Deposit payment options we accept are check or credit card

To pay by check mail to

The Davey Tree Expert Company
1055 Commercial Ct
San Jose, CA 95112-1438

To pay by credit card call

(408) 453-3389

ACCEPTANCE OF PROPOSAL: The above prices and conditions are hereby accepted. You are authorized to do this work as specified. I am familiar with and agree to the terms and conditions appended to this form. All deletions have been noted. I understand that once accepted, this proposal constitutes a binding contract. This proposal may be withdrawn if not accepted within 30 days.

My signature below signifies my understanding that the contractor has given me "Notice of a Three-Day Right to Cancel".

Michael Barton

Michael Barton	Authorizing Signature	Date

Client Guarantee

We use quality products that are administered by trained personnel. We guarantee to deliver what we have contracted to deliver. If we do not, we will work with you until you are satisfied, or you will not be charged for the disputed item. Our Client Care Guarantee demonstrates our commitment to creating lifelong client relationships.

Tree Care

PRUNING: Performed by trained arborists using industry and Tree Care Industry Association (TCIA) approved methods.
TREE REMOVAL: Removal to within 6" of ground level and cleanup of debris.
STUMP REMOVAL: Mechanical grinding of the visible tree stump to at or just below ground level. Stump area will be backfilled with stump chips and a mound of remaining chips will be left on site unless otherwise stated in the contract. Chip removal, grading and soil backfill are available.
CLEAN-UP: Logs, brush, and leaves, and twigs large enough to rake are removed. Sawdust and other small debris will not be removed.
CABLING/BRACING: Cabling and bracing of trees is intended to reduce damage potential. It does not permanently remedy structural weaknesses, is not a guarantee against failure and requires periodic inspection.

Tree and Shrub Fertilization/SoilCare

Your arborist will assess your property's overall soil conditions either through physical assessment or through soil testing and will recommend a soil management program to help the soil become a better medium to enable healthy plants to thrive or unhealthy plants to regain their vitality. SoilCare programs will include fertilizers, organic humates, fish emulsions and other organic soil conditioners.

Our advanced formula, Arbor Green PRO, works with nature to fertilize without burning delicate roots, building stronger root systems and healthier foliage. It contains no chlorides or nitrates. It is hydraulically injected into the root zone and the nutrients are gradually released over time. Research and experience shows the dramatic benefits Arbor Green PRO provides: greater resistance to insects and diseases, greater tolerance to drought stress, increased vitality, and healthier foliage.

Tree and Shrub Plant Health Care

PRESCRIPTION PEST MANAGEMENT: Customized treatments to manage disease and insect problems specific to plant variety and area conditions. Due to the short term residual of available pesticides, repeat applications may be required.
INSECT MANAGEMENT: Inspection and treatment visits are scheduled at the proper time to achieve management of destructive pests. Pesticides are applied to label specifications.
DISEASE MANAGEMENT: Specific treatments designed to manage particular disease problems. Whether preventative or curative, the material used, the plant variety being treated, and the environmental conditions all dictate what treatment is needed.
EPA approved materials will be applied in accordance with State and Federal regulations.

Other Terms and Contract Conditions

INSURANCE: Our employees are covered by Worker's Compensation. The company is insured for personal injury and property damage liability. Proof of insurance can be verified by requesting a copy of our Certificate of Insurance.
WORKING WITH LIVING THINGS: As trees and other plant life are living, changing organisms affected by factors beyond our control, no guarantee on tree, plant or general landscape safety, health or condition is expressed or implied and is disclaimed in this contract unless that guarantee is specifically stated in writing by the company. Arborists cannot detect or anticipate every condition or event that could possibly lead to the structural failure of a tree or guarantee that a tree will be healthy or safe under all circumstances. Trees can be managed but not controlled. When elevated risk conditions in trees are observed and identified by our representatives and a contract has been signed to proceed with the remedial work we have recommended, we will make a reasonable effort to proceed with the job promptly. However, we will not assume liability for any accident, damage or injury that may occur on the ground or to any other object or structure prior to us beginning the work. Site inspections do not include internal or structural considerations unless so noted. Unless otherwise specified, tree assessment will not include investigations to determine a tree's structural integrity or stability. We may recommend a Risk Assessment be conducted for an additional charge.
TREE CARE STANDARDS: All work is to be performed in accordance with current American National Standards Institute (ANSI) Standard Practices for Tree Care Operations.
OWNERSHIP OF TREES/PROPERTY: Acceptance constitutes a representation and warranty that the trees and property referenced in this quote are either owned by the signee or that written permission has been received to work on trees which are not on the signee's property.
TIME & MATERIAL (T&M): Jobs performed on a T&M basis will be billed for the time on the job (not including lunch break), travel to and from the job, and materials used.
BILLING & SALES TAX: All amounts deposited with us will either be credited to your account or applied against any amounts currently due. Our invoices are due net 30 days from invoice date. Services may be delayed or cancelled due to outstanding account balances. Sales tax will be added as per local jurisdiction. Clients claiming any tax exempt status must submit a copy of their official exempt status form including their exemption number in order to waive the sales or capital improvement tax.
PAYMENT: We accept checks and credit cards. Paying by check authorizes us to send the information from your check to your bank for payment.
UNDERGROUND PROPERTY: We are not responsible for any underground property unless we have been informed by you or the appropriate underground location agency.
SCHEDULING: Job scheduling is dependent upon weather conditions and work loads.

INFORMATION ABOUT THE CONTRACTORS STATE LICENSE BOARD ("CSLB"): The Davey Tree Expert Company (we or us) is registered with the CSLB under number 694001. CSLB is the state consumer protection agency that licenses and regulates construction contractors. Contact CSLB about complaints, disciplinary actions and judgments that are reported to CSLB. File a complaint against an unlicensed or licensed contractor with CSLB generally with four years of the event. For information call 800.321.2752 or visit www.slb.ca.gov or write CSLB, P.O. Box 26000, Sacramento, CA 95826.

DELAYS: Our work may be delayed because of weather, as well as unavailability of workers, delay caused b other contractors or government agencies, emergencies or other circumstances unanticipated by or beyon our reasonable control.

EXTRA WORK: Extra work will be described in writing, including pricing, and will become part of the contrac when signed by the client or the client's agent or representative.

NOTICE OF MECHANICS LIEN: A mechanics lien is a claim made against your property and records and recorded with the county recorder. Anyone who helps improve property, but who is not paid, may record a mechanics lien against your property. This includes subcontractors, suppliers, and laborers involved in the improvements to the property. Even if you pay your contractor, an unpaid subcontractor or other party may record a mechanics lien and you could be required to pay twice or have the court sell the property where th work was done to pay the lien. To preserve the right to record a lien, each party eligible to record a lien mus provide you with a 20-day Preliminary Notice. This notice is not a lien; it lets you know that a party has the right to record a lien if the party is not paid. Be careful- make sure your contractor pays everyone improving the property before you pay your contractor. You can write joint checks in payment to your contractor and any other party working for your contractor. For more information on mechanics liens go to www.cslb.ca.gov. and search the term mechanics liens.

STOP WORK/BANKUPTCY/ASSIGNMENT: We have the right to stop working for you if any amount due to us is not paid when due. If either party files bankruptcy, the other party has the right to cancel this contract. You may not assign this contract to anyone without our written permission.

3-DAY RIGHT TO CANCEL: The Home Solicitation Sales Act requires a seller of home goods or services to give the buyer three (3) business days to cancel the contract. To cancel without penalty or obligation, you must give us written notice by email, fax, mail or other delivery for your decision not to have the work or services performed. If you paid money in advance, we will return your money within ten (10) days of our receipt of your cancellation notice. This cancellation right does not cover emergency repairs or services that you request to be performed on short notice. The right to cancel the contract terminates when we begin working or performing a service and repair contract. If you cancel, you must make available to us to pick up any goods provided by us to you. If we do not pick them up within 20 days, you may retain or dispose of them without further obligation.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. 216059 Contract No. _____ Contract Original Amount: $35,000.00

Vendor Name: Language People Vendor No. 300238

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
✓ Add Line No.: #1
_____ 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	$35,000.00
Change Order #: 1 add	$35,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$70,000.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
060	3220	0	5815	00	1110	1000	000000	360	7380	35,000	COV	
	0000	0		00			000000					

Reason for Adjustment:
To increase the Language People contract by $35,000, the (Covid account.) for a total of $70,000.00.
Covid budget coding: 060-3220-0-5815-00-1110-1000-000000-360-7380.

BOARD DATE: August 13, 2020
CONTRACT#: 216059

School/Dept.: State & Federal Dept. Requested by: Sandra Garcia/Dr. Imee Almazan

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

Program Manager IMEE ALMAZAN FOR SANDRA GARCIA

_____ Purchasing Manager

Date Requested: 10/15/2020 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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 21326

Submitted by: Sandra Garcia

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: Schmahl Science Workshops

   Address: 1650 Senter Road City: San Jose State: CA Zip: 95112

   Phone: (408) 281-7595 ext. 10 Email Address: schedule@schmahlscience.org

   SSN: _____ or Fed I.D. #: 06-1780217

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 22, 2021 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:

   Hands on Science Workshops and Science Fair Assembly Presentations. Will support Science Grants for Adelante, Meyer, Cassell, and Dorsa. 100% Grant supported at no cost to the District/School for in-kind service. Support will be online or in person.

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:** $0 (describe rate agreement) Participating Schools: Adelante, Meyer, Cassell, and Dorsa.

5. **BUDGET CODE:**

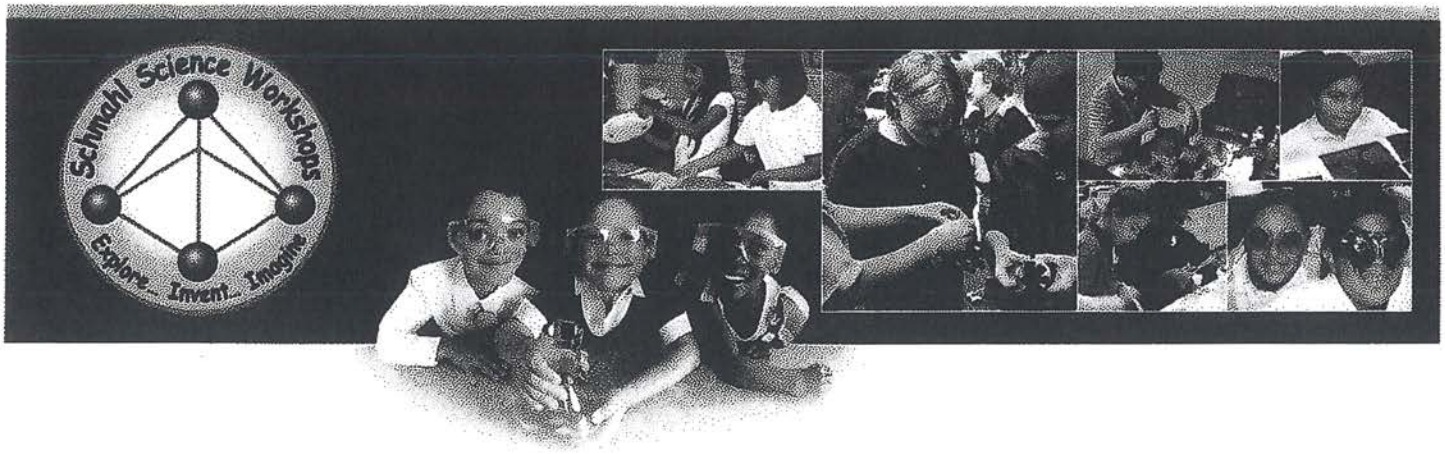
FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
				MASTER CONTRACT						$0	

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



Schmahl Science Workshop Program

2020-21

Schmahl Science Workshops EXPLODES the myth that science is dull. Our instructors are talented scientists and engineers who engage students' curiosity, imagination and creativity using a fun, hands-on approach. Students learn to apply the scientific process as well as core scientific principles, all while making exciting new discoveries.

MOU (Scope of Work)

Schmahl Science Workshops will be delivering science enrichment workshops to students in the Alum Rock Union School District at no charge during the 2020-21 school year.

About Schmahl Science Workshops

Schmahl Science Workshops is a non-profit partnership of students, parents, teachers, scientists and engineers who come together to foster the innate curiosity and love of science that exists among children. Founded in 1996 by a group of four children and their parents, Schmahl Science Workshops provides pre-K through 12th grade children with an unmatched breadth of hands-on science workshops spanning biology, chemistry, earth science, forensics, math and physics. Our mission is to prepare children of all backgrounds for a future in which science and technology will drive every industry and vocation. We believe that children are motivated to learn when their ideas are cultivated through the joy of designing and carrying out an experiment. Through these authentic research experiences, our workshops enable students to explore and invent what inspires them, and to develop the skills needed to achieve success in all areas of their lives. 2019 © Schmahl Science Workshops

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 18650

Submitted by: Sandra Garcia

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 Education Foundation

   Address: 1400 Parkmoor Avenue, Suite 200 City: San Jose State: CA Zip: 95126

   Phone: (408) 790-9479 Email Address: shelby@svefoundation.org

   SSN: _____ or Fed I.D. #: 20-5061316

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 15, 2021 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:

   SVEF is providing Professional Development and Curriculum for Elevate [Math] Squared and the Computer Science Institute (CSI). They are also running the Assessment for Learning program which is a teacher-led initiative that trains mathematics teachers to develop, conduct and score performance assessments. Participating Schools to be determined. Services will be provided on-line or in-person.

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:** $ 27,500.00 (describe rate agreement) $21,000.00 for E[M] Squared, $6,500.00 for CSI

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	360	5050	$27,500.00	

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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SV [e]F | SILICON VALLEY education FOUNDATION

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District

Elevate [Math]², Computer Science Institute (CSI) and Assessment for Learning(AFL)

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District (School District)** located at 2930 Gay Ave, San Jose, CA 95127; to implement SVEF's Elevate [Math]² and CSI program from *February 1, 2021- June 30, 2021*].

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Elevate [Math]² Program Description:

The Elevate [Math]² program is a school year support program designed for incoming 3rd–8th grade students that are nearly meeting their grade-level standards. The Program provides supplemental grade level standards for accelerated instruction in math so that students are able to successfully combat their learning loss.

Computer Science Institute (CSI) Program Description:

The SVEF Computer Science Institute program will expand access to STEM education and specifically computer science knowledge and experiences.

East Side Alliance (ESA) Program Description: Symposiums, Assessment For Learning(AFL) Training & Scoring Sessions

The Assessment for Learning program in its sixth year is a teacher-led initiative that trains mathematics teachers to develop, conduct, and score performance assessments. Each year, a committee of K-12 mathematics educators identifies areas of improvement based on the California Assessment of Student Performance and Progress (CAASPP) results and create professional development and performance assessments that develop deep learning and designated shifts in assessment practices. Assessments, developed using current state release questions, are given during the month of February. After scoring the assessments and analyzing the data, teachers develop strategies to re-engage students to support and enhance shared

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improvement goals for the ESA.

The AFL series was developed in partnership with the Santa Clara County Office of Education. SCCOE currently provides a math content expert to lead the AFL Teacher Committee and facilitate professional development sessions.

Details of Elevate [Math]^2, CSI and AFL programs can be found in Addendum I to this MOU. Details for AFL can be found in Addendum I and VI to this MOU

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional development resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).

- Market the Programs to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

- Provide project management staffing to assist as needed with the following:
    - For Elevate [Math]^2 and CSI
        - setting meetings and partnership management
        - evaluating program efficacy through pre and post evaluation
    - For AFL
        - teacher recruitment
        - setting meetings
        - tracking execution of classes and attendees
        - connecting with districts in handling financials

- Organize the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.

- Facilitate virtual site visits to provide donors and/or partners the opportunity to observe an Elevate [Math]^2 and/or CSI classroom session. Visits may include student and staff photo releases.

School District agrees to:

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner.

- The School District agrees to provide SVEF parent contact information, student identifying information, attendance records, and completed pre and post assessments/surveys. Refer to Addendum III and IV for more information.

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- Provide a financial contribution to the Programs as outlined on page 3 of this MOU. If a grade level is cancelled less than one month prior to the scheduled class start date, the School District will pay SVEF the class fee as indicated.

- The School District will pay for Programs prior to the start of any Program.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V to this MOU.

- Recruit teachers for their Program sites. SVEF does not handle recruitment or hiring of teachers and/or substitutes for Elevate [Math]^2 and/or CSI.

- Provide a substitute if the teacher is sick or absent, or cancel class if unable to do so.
    - School District will pay a substitute accordingly.

- Ensure that all teachers participate in the curriculum and professional development training.

- Conduct recruitment of full classes of students to participate in the Programs.

- Support the pre/post assessment to Elevate [Math]^2 /CSI students and all pre/post surveys.

- Work with SVEF to develop school year follow up in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, Nearpod, Jamboard, Adobe Flash, Hoodamath etc. SVEF will provide the full list.

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing an Elevate classroom session and professional development for teachers.

- Reimburse SVEF for teacher stipends at a cost of $50 per hour for each of the following events:
    - 5 AFL sessions
    - 8 Planning Committee Meetings (more meetings could be needed)
    - 1 School District Representative from each of the 8 districts
    - Additional meeting dates may be needed according to unexpected planning needs
    - 3 Symposiums
    - 6 Scoring sessions
- Promote the professional development events to the schools and community where appropriate

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Class Agreement Breakdown for Elevate [Math]^2:

	# of Elevate [Math]^2 Classes	District Contribution
Grade 4	**4**	**$3,500**
Grade 5	**3**	**$3,500**
Grade 8	**1**	**$3,500**
Total	**8**	**$10,500**

Class Agreement Breakdown for CSI:

	# of Computer Science Classes	District Contribution
Grade 7 & 8 Material	**1**	**$1,500**
Curriculum		**$3,500**
Total Price	**1**	**$5,000**

Agreement for the Assessment For Learning(AFL) series:

Meeting	Number of sessions	Number of Hours	Total
AFL sessions	**5**	**2.5 Hours/Session**	**$50/hour/teacher**
Planning committee Mtg*	**8**	**2 Hours/ Session****	**$50/hour/teacher**
Symposiums	**3**	**1.5 Hours/Session**	**$50/hour/teacher**
Scoring sessions	**6**	**2 Hours/Session**	**$50/hour/teacher**

* Only one teacher will be assigned to the Planning Committee; if they attend all meetings, their total stipend will be $1,000.

** Additional meeting dates may be needed according to unexpected planning needs.

☒ District will be responsible for teacher pay and teacher clearance for Elevate [Math]^2. They will pay $3,500 per grade level for curriculum to SVEF.

☒ District will be responsible for paying $3,500 per grade level, teacher pay, fingerprinting and $1500 per class for materials for CSI

District Superintendent or Designee Signature:

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X_____ _____

Superintendent or Designee Signature Date

Hilaria Bauer, Ph.D., Superintendent

Printed Name

District Data Personnel Signature:

By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined in Addendum IV and V to this MOU or otherwise communicated by the VP of Elevate/CSI, Elevate/CSI Director or Elevate/CSI Program managers.

X_____ _____

Data Personnel Signature* Date

Sandra Garcia

Printed Name

SVEF Signature:

Elevate [Math]^2

DocuSigned by:

X Deb Negrete 12/13/2020

2D7424B123A74FB...

Deb Negrete Date

VP of Elevate Programs, Silicon Valley Education Foundation

CSI Signature:

DocuSigned by:

X Rosemary Kamei 12/11/2020

5EEC5486C55A4F9...

Rosemary Kamei Date

Chief Development & Innovation Officer, Silicon Valley Education Foundation

AFL Signature:

DocuSigned by:

X Denise Williams 12/13/2020

158B1B9AUA21408...

Denise Williams Date

Chief Programs Officer, Silicon Valley Education Foundation

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ADDENDA

Addendum I: Program Components

CSI and Elevate [Math]^2

	Computer Science	Elevate [Math]^2 3-10
Grades	7th-8th	3rd-10th
Length	76 instructional hours	Up to 76 hours
Curriculum	Centered on the four pillars of computational thinking: algorithm, decomposition, patterns, and abstraction	Up to 3 Modules of supplemental grade level standards to accelerate learning gains (math and literacy for 3-5)
Teacher PD	8-14 hours PD	10-14 hours PD
College Readiness	N/A	UC Berkeley College Curriculum
Growth Mindset	N/A	9 Lessons (Up to an hour each)

Assessment For Learning (AFL)

East Side Alliance Assessment for Learning Series

"Bridging Teaching and Learning in Mathematics As We Build Capable Learners"

Themes:

- **Mathematical Literacy**
- **Universal Design for Learning in Mathematics**
- **Technology Tools ⇒ Mathematics Engagement**
- **Culturally and Linguistically Responsive Teaching (in Blended Spaces)**
- **Formative Assessment**

Assessment For Learning Program Goals

1. Shift instructional practices addressing grade-level standards and make mathematics learning visible by using the ESA assessments
2. Enhance academic language and develop content literacy for ELs and LTELs using the ESA Mathematics Toolkit
3. Develop mathematical literacy for students by integrating technology to teaching and learning
4. Develop sense of self-efficacy, positive mathematical identity and strong agency among students through re-engagement lessons that address unfinished learning

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5. Engage in culturally responsive dialogues enabling teachers to strengthen students' ability to make meaning in mathematics.

Description of East Side Alliance Assessments

Assessments are modeled after the CAASPP released items aligned with SBAC's Mathematics Claims and Targets for Grades 3 – 8. The assessments address grade-level standards focused on key concepts to be taught for the year. The assessments require 30-45 minutes. They are to be administered during the month of February. Each assessment has three problems.

ESA Educators Assessment Literacy Collaborative

The ESA Assessment Committee is led by Denise Williams, ESA Chief Program Officer and Dr. Ma Bernadette Andres-Salgarino, Mathematics Coordinator, SCCOE. The teacher leaders and mathematics coaches plan and support the training and assessment scoring process. The district representatives are:

- Alum Rock Union Elementary School District: **Danielle Letts**
- Berryessa Union School District: **Sandhya Raman**
- East Side Union High School District: **Gil Agoylo**
- Evergreen Elementary School District: **Diana Stahlnecker**
- Franklin McKinley School District: **Sukanya Ramachandran**
- Mt. Pleasant Elementary School District: **Barbara Powell**
- Oak Grove School District: **Olena McLin**
- Orchard School District: **Flor Serna**

Timeline Planning Committee Meetings (4:00-6:00 PM)

- 8 Meetings total

AFL Sessions (3:30–6:00 PM)

- 5 Session Total

AFL Scoring Sessions (all in March 2021; 4:00–6:00 PM)

- Grade 3: March 2
- Grade 4: March 3
- Grade 5: March 4
- Grade 6: March 9
- Grade 7: March 10
- Grade 8: March 11

Culturally and Linguistically Responsive Dialogues with (potential invited guests):

- Dr. Julia Aguirre
- Dr. Zandra Araujo
- Dr. Vinci Daro
- Dr. Kari Kokka
- Dr. Karen Ingram-Mayfield

- Matthew Espinosa

** AFL planned agendas can be found in addendum VI

Addendum II: SVEF Professional Development

All teachers participating in the Elevate [Math]^2/CSI Programs will be required to participate in:

- Professional development;
- Elevate [Math]^2 effectiveness studies.
- Pre/post-assessments (providing these digitally)

All teachers participating in Assessment For Learning (AFL) will be expected to participate in:

- 5 sessions of research based Professional Development
- 3 Symposiums of various topics but with a Mathematics focus
- District Lead will attend the AFL Committee Meetings
    - District Leads help facilitate AFL sessions for teachers

Addendum III: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math]^2 Program through pre/post assessments, math course placement patterns, and a variety of metrics.

The partnership will assess the progress of students of teachers who participate in the Formative Assessment Program, which focuses primarily on mathematics classes in grades 3-8.

Additionally, SVEF seeks to analyze the broader impact of professional development on student descriptors and outcomes such as demographics, attendance and SBAC scores. SVEF will access data from publicly available sources, e.g., DataQuest, when possible and will work with district or school personnel to access additional data sources as needed.

SVEF agrees to enter into an agreement with your district by signing the California Student Data Privacy Agreement Version 2.0 (September 26, 2018) upon the district's request.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math]^2 and CSI uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math]^2 and CSI shares aggregated education data with funders.

Addendum IV: Data Transfer Timelines

The timelines for data transfer are as follows:

Elevate [Math]^2 Student Data Timeline

Elevate [Math]^2 Student Data Timeline		
Task	**Due Date**	**Data**
District provides student data	3 weeks **before** the start of the program	Enrolled Students and Parent Contact Information
	Within 6 Weeks of End of Program	Final Student Attendance
	Within 6 Weeks of End of Program	Completed Student Pre/Post Evaluations
SVEF provides Elevate/CSI Program Results at debrief meeting	Aug 2021	Program Assessment Results
		Program Survey Results (if available)

AFL will be coordinated with district or school personnel as appropriate.

Addendum V: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data

Confidentiality:

A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.

B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

A. use the data collected for evaluation of the Programs Elevate [Math]^2 and CSI.

B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

C. agree that no individual will be identifiable in any reports, publications, or other documents that are created.

D. agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested if needed.

School District responsibilities:

School District shall:

A. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

B. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

C. agree to participate in data sharing for the course of the MOU

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AFL Series Session #1
3:30 pm - 6:00 pm
Overview of Assessment for Learning

Goals:

- Shift instructional practices addressing grade-level standards and making mathematics learning visible by using the ESA assessments
- Develop mathematical literacy for students by integrating technology to teaching and learning

Agenda

Welcome	5 mins
1. History of ESA Assessment for Learning	10 mins
2. ***Equity Nuggets: Equitable Assessments***	30 mins
3. Developing Assessment-Capable Visible Learners, Chapter 3, pp. 38-53 (Jigsaw) Understand Where They are Going & Have the Confidence to Take on the Challenge	35mins
4. ESA AFL Results: What now?	20 mins

Review, analyze, and interpret data through the lens of access and equity.

Groups: ELs, SWDs, Foster Youth, Latino, African American

(3-2-1)

3 facts I learned...

2 interesting things I saw...

1 question I have...

Reflection:

5. Claims,Targets, Construct Vocabulary Grade-level evidence of mathematics learning (Highlighting)	10 mins
6. Engage in grade-level mathematics (Mathematics Activity)	15mins
7. Cross-grade level discussions: share strategy within grade-level; share content/skills that previous grade-levels need to address (give one: a strategy/content that supports me; get one from another teacher)	15mins

Planning: Think about what you learned from this session, how might you plan your lesson tomorrow to address the needs of (all) your students (ELs, LTELs, etc.)?

8. Closure: Reflection, Evaluation, Wrap-up, Announcements Try a strategy you learned today, apply, and bring samples of student work to session 2	10mins

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AFL Series Session #2
3:30 pm - 6:00 pm
Formative Assessment and ELD Practices

Goals:

- Engage in culturally responsive dialogues enabling teachers to strengthen students' ability to make meaning in mathematics
- Enhance academic language and develop content literacy for ELs and LTELs using the ESA Mathematics Toolkit

Agenda

Welcome	5 mins
Sharing evidence of learning	10mins
Equity Nuggets: Culturally Responsive Teaching ***(Matthew Espinosa)***	30 mins
Share evidence of student work (from Session 1)	
Formative Assessment(BO), Why? How is it done? What is it?	25 mins
a. Summative vs. Formative (pp. 3 - 6 -- cut-outs)	
b. Define FA and Summative assessment (work with a partner)	
What is FA?	
Read Author's definition of FA	
Compare/Contrast	
c. Reflection question	
Formative Assessment Video (WG)	10 mins
Formative Assessment in your classroom: Visible Learning in Mathematics (BO)	30 mins
By: John Hattie pgs 39- 61(jig saw)	
Share break out group work (WG)	
Mathematics Scenario: Apply Culturally Responsive Math Teaching (BO - WG)	30 mins
Note: See Dr. Gutierrez and Eric Gutstein's examples	
d. Use a student scenario with a sample math task and student work	
e. What do you notice? What do you wonder? How might you address the student's mathematics understanding? Use the toolkit as a reference (see Section 4).	
Closure: Reflection, Evaluation, Wrap-up, Announcements	10 mins

Try a strategy in class to support ELs, LTELs (and other groups) and share successes/challenges at the next session.

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AFL Series Session # 3

3:30 pm - 6:00 pm

Mathematics Performance Assessments

Goals:

- Shift instructional practices addressing grade-level standards and making mathematics learning visible by using the ESA assessments
- Use assessments to formatively assess students

Guiding Questions

- What standards are assessed (content and math practices)?
- What are the DOK levels in each item?
- What claims and targets are focused on each item?
- What evidence is required to show math understanding on each item?

Agenda

Sharing of strategies used in the classroom. What worked well? What needs to improve? What adaptations worked with students?

Welcome 5 mins

Sharing evidence of learning 10 mins

Equity Nuggets:

1. Engage in Math tasks (use assessment items) 20 mins
    a. Discuss the cognitive complexity of each problem using the quadrant on p. 77.
2. Visible Learning for Mathematics 15 mins
    a. Chapter 3: Mathematical Tasks and Talk that Guide Learning pp. 72 - 97 (note, we will highlight pages or paragraphs to read thoroughly)
    b. Jigsaw:
3. Chapter 4: Eliciting Evidence of Learning from the Dylan William 15 mins
    a. "Being Intentional With Our Work" - pp. 37 - 56 (10 charts)
    b. Chapter 3: **Handbook Activity to Debrief and Reflect** 30 min
    c. Pick and choose… Plan for 1 way to apply this with students
4. Engage in Mathematics 45 mins
    a. Solve assessment items and discuss ways to elicit evidence of learning
5. Closure: Reflection, Evaluation, Wrap-up, Announcements 10 mins

Assessment Administration: February 1 - 24, 2021; **Training/Scoring Sessions**: 4:00 to 6:00 pm

- March 2, 2021: 3rd Grade
- March 3, 2021: 4th Grade
- March 4, 2021: 5th Grade
- March 9, 2021: 6th Grade
- March 10, 2021: 7th Grade
- March 11, 2021: 8th Grade

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AFL Series Session # 4

3:30 pm - 6:00 pm

Re-engagement: Designated and Integrated ELD

Goal:

- Develop sense of self-efficacy, positive mathematical identity and strong agency among students through re-engagement lessons that address unfinished learning
- Develop re-engagement lessons to address unfinished learning

Agenda

Welcome 5 mins

Sharing evidence of learning 10 mins

Equity Nuggets: Panel

45 mins

- ***3 -4 teachers (coach, principal, 3 teachers)***
  - How are you providing equitable access to mathematics for every student, especially ELs?
  - How are you building sense of self-efficacy, positive mathematical identity and strong agency among students?
  - How are you developing opportunities for amplifying language development?
  - How has distance learning been a space for you and your students to engage deeply with mathematics?

1. Discuss Re-engagement process 5 mins
   a. Re-teaching vs re-engagement
2. Observe lessons that highlight ELD practices and discuss 30 mins
   a. Record differences that are observed in the strategies used for ELs
3. Discuss the differences in practices that were observed and addressed in the video to ensure EL students can access content. 35 mins
4. Closure: Reflection, Evaluation, Wrap-up, Announcements 20 mins

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AFL Series Session # 5
3:30 pm - 6:00 pm
Celebration

- The attendees will recap the experiences from the year
- Reflection protocol will be utilized and there will be a discussion for next year's topics and planning
- Address how this work has impacted their instructional practices

Agenda

Welcome	5 mins
Sharing evidence of learning	10 mins
Equity: Dr. Kari Kokka 30 mins	
Debrief (breakout rooms)	25 mins
• Prompts for discussion	
Limitless Mind presentation	30 mins
• Short video from Jo	
• Use menti - one word or phrase from the video	
• Debrief	
Needs for next SY	30 mins
Closure	20 mins

Logistics

- Virtual
- Participants will receive a $125 stipend for each planning, training, and scoring session attended.

Resources:

- Visible Learning for Mathematics K - 12; by Nancy Frey, John Hattie, and Douglas Fischer
- Embedded Formative Assessment Second Edition; by Dylan William
- East Side Alliance Mathematics Toolkit
- Limitless Minds; by Jo Boaler

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, Operations and Transportation

Re: Service Stations Systems Contract 2020-2021

Date: January 5, 2021

Summary:
Service Stations Systems will provide service and replacement of new fuel pump and software.

We have reached out to multiple companies, but based on pricing, availability, and experience, the District recommends contracting with Service Stations Systems.

Recommendation:
The staff recommends that the Board of Trustees approve the contract with Service Stations Systems amount of $45,000.00 for the 2020-2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Transportation (School/Dept.) VENDOR NO. 13322

Submitted by: Ed Villarreal

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: Service Stations Systems

   Address: 680 Quinn Avenue City: San Jose State: CA Zip: 95112

   Phone: (408 971-2445 Email Address: kellym@servicestationsystems.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date January 22, 2021 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:

   Service Stations Systems will provide services and replacement of new fuel pump and software.

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) See attached quote

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
140	0000	0	5815	00	0000	8500	000000	450	8131	$45,000.00	HD 1/6/21

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

Service Station Systems, Inc.
680 Quinn Ave
San Jose, CA 95112
(408) 971-2445

QUOTATION
DATE: 09/05/20
QUOTE: 100485
EXPIRE DATE: 12/31/202

To: Alum Rock School District
2930 Gay Ave San Jose, CA
Attn: Michelle Barron
Subject: Dispenser Installation - Alum Rock School District
Site: 2930 Gay Ave San Jose, CA
Project: Install (1) new suction dispenser and Gasboy Islander Plus Controlling Unit
Complete calibration and testing as required

Note: permits are charged at costs +15%

DETAILED SCOPE OF WORK

Islander Installation
Receive customer owned equipment in Service Station Systems - San Jose Warehouse
Program and upgrade unit to latest available software
Stage equipment for installation
Confirm installation date with customer
Travel to site
Complete site check-in and safety paperwork
Isolate work areas
Remove current gasboy system (for contractor disposal)
Clean area as required for new islander
Set in (4) bolts into concrete
Set islander unit in place
Wire up Islander unit (assumes we use existing wiring)
Confirm Communication with dispensers and unit
Install new wireless device for communication at the fueling island and at the building with the network connection
Confirm communication to the service with the school district IT personnel.
Confirm site has access to the unit and intiate the training between Gasboy and Customer
Clean up work area
Photo document and register equipment as applicable
Travel from site

Dispenser installation
Isolate work area
Remove current dispenser that is installed
Clean out UDC and confirn UDC is in working condition
Install new universal conversion frame
Install new dispenser on conversion frame
Plumb all electrical and fueling piping
Power up pump
Confirm communication with the Islander device
Complete test pumping as required
Complete calibration as required
Send notification to weights and measure as required
Complete inspections with appropriate agencies as required
Complete check out documentation
Travel from Site

Post Construction Air Testing: (if required)
Travel to site
Complete site introduction and safety paperwork.
Shut down site (if required) and complete all post air quality testing
Travel from site
Submit all testing information/results to agency (as required)

EXCLUSIONS

ALT-1: Engineered Drawings - $5,200.00 (if required by agency to pull permits)

Excludes dispenser pull testing
Assumes line has working foot valve
Excludes fixing suction line issues
Excludes electrical work outside of scope as well as packing pouring / breaking seal offs.
Permit conditions and/or requirements in excess of stated scope of work are excluded.
Excludes monitoring system upgrades
Assumes all intercoms are in good working condition
Assumes fire valves are in good working condition
Assumes all flex lines are in good working conditions
Assumes all intrinsically safe wiring in separate conduit and existing communication wiring will be adequate.
All warranties are as offered by the manufacturer with 1year workmanship by SSS/Able.
Contractor not responsible for site security during construction or loss of property during construction
Contractor not responsible for sites lost revenue for any reason
Delays caused for any reason outside the control of the contractor
Assumes dispensers to be ordered/come with main electrical j-boxes installed by factory
Inspection failures due to reasons beyond the control of the contractor
Special inspections or special dispenser hold down requirement
Failing fire valves or failing UDC penetrations
Assumes all existing dispenser wiring meets or exceeds manufacturer specifications
Excludes cold start and/or monitoring certification if required by agency
Assumes all electrical conditions (wiring/breakers/etc.) meet or exceed manufacturer specifications
Assumes all dispensers do not have electrical overhead
Assumes all existing vapor piping under UDC's is tight and free from leaks or defects
Assumes all existing vapor piping is HARD piping and up to current codes [No Flexible piping or hose]
Assumes existing ESO are in place and operating per code
Assumes all fire extinguishers on the islands meet requirements and are properly maintained
Assumes all existing vapor piping under UDC's is tight and free from leaks or defects
Assumes all existing vapor piping is HARD piping and up to current codes [No Flexible piping or hose]
Light boxes (if required) should be pre-wired by manufacturer
Excludes site decals/images requirements of any kind.
Excludes any work associated with direct bury cabling.
Excludes any work associated with in UDC fire extinguishers
Assumes all fire extinguishers are per code and current good operating condition.
Excludes any ADA related work
Excludes excavation and/or breaking ground for any reason
Excludes removal and/or disposal of any contaminated materials.

MATERIAL

(1) Two product GasBoy High Flow Dispenser
(1) Bravo Conversion frame and deflector plates
(1) Avlan wireless device kit
(1) Gasboy Islander Prime w/ software
lead seals, safety equipment, misc. installation equipment, dispenser caulking, anchors, piping, electrical conduits/fittings (excludes junction boxes), absorbent materials, safety equipment, barricades

PRICING

Item Number	Item Description	Quantity	Extended Price
ADMIN	Administrative Fees	1	$450.00
MISC PARTFPA	Misc Part	1	$120.00
MISCSAFETY	MSE - Misc Safety Equipment	4	$34.00
PER BID LABOR	Labor Per Bid	1	$4,320.00
PERMITINQUIRY	Permit Inquiry Fee	3	$885.00
SPECIAL ORDER PARTFPA	9852KTW1, Dual - One Product, Front Load, Atlas Electronic High Flow Suction Pump,	1	$9,064.80
SPECIAL ORDER PARTFPA	9853KTW2 DFZ, Dual - Twin Product w. 1 year support from gasboy	1	$12,326.40
SPECIAL ORDER PARTFPA	AvaLan Gasboy Wireless Kit	1	$1,494.00
SPECIAL ORDER PARTFPA	Bravo Conversion Frame and Deflectors	1	$778.80
SPECIAL ORDER PARTFPA	Fleet Head Office Software	1	$2,577.60
SUBEQUIPFPA	Subcontractor Equipment	1	$500.00
SUBLABORFPA	Subcontractor Labor	1	$5,180.00
SUBPARTSFPA	Sub Contractor Parts & Materials	1	$295.00
SUBTRVLFPA	Sub Contractor Travel	1	$539.00
TESTCOMPLIANCE	Compliance Tests as listed	1	$1,520.00
QUOTED EST TAX	Tax (Estimated)	1	$2,602.35
QUOTED-Calibration Truck	Calibration Truck	1	$120.00

Payment Terms
Deposit of $25,000 , Balance Due upon completion of work. Lien notices will be filed for jobs over $5000.00. Lien releases will be issued only upon final payment. Sales tax is estimated. Sales tax for applicable items will be added to the final invoice.

Total	$42,806.95

Initial _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.08

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 Memorandum of Understanding as summarized on the sheet dated January 14, 2021.

Recommendation:
Staff recommends acceptance of this memorandum of understanding.

Prepared by:: Efrain Robles ER Title: Director of Fiscal Services

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

To the Board of Trustees: Meeting: January 14, 2021

Recommend Approval Regular Board Meeting

9.08

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
January 14, 2021 Board Meeting

MEMORANDUM OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Student Services Norma Flores	01/22/21- 06/30/22	Regents of UC Santa Cruz	No Cost	CAL-SOAP will serve a cohort of 50 students from Fischer M.S and 100 students from Sheppard M.S with college readiness by promoting a college-going culture for low income students, mentoring, academic tutoring, financial aid, workshops and more. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 13101

Student 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: Regents of UC Santa Cruz

Address: 1156 High Street City: Santa Cruz State: CA Zip: 95064

Phone: (____) _____ Email: sbramos@ucsc.edu

SSN: _____ Fed I.D. #: 94-1539563

CONTRACT TERM: start dates January 22, 2021 end date June 30, 2022

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

CAL-SOAP will serve a cohort of 50 students from Fischer Middle School and 100 students from Sheppard Middle School with college readiness by promoting a college-going culture for low income students, mentoring, academic tutoring, financial aid, workshops and more.

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:** $0.00

Describe other related costs: No cost to District

BUDGET CODE: _____ _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Noel Flores RS Date: 12/3/2020

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

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COLLABORATION SERVICES AGREEMENT
#21-11

Between

The Regents of the University of California on behalf of UCSC-Educational Partnership Center—California Student Opportunity and Access Program (also referred to as "EPC", "UCSC" or "Cal-SOAP")

&

Alum Rock Union School District (ARUSD)

UC SANTA CRUZ
Educational Partnership Center
Creating college-bound communities

CSAC | CALSOAP SAN JOSÉ CONSORTIUM

Alum Rock School District
ARUSD

DocuSign Envelope ID: A3AB459A-046A-47A0-984B-6EBF36D6EA83

I. Purpose of Agreement

The purpose of this Collaboration Service Agreement (Agreement) is to outline the two-year commitments, services and resources from each party with the shared intent to provide services to cohort students and families as outlined in the San José California Student Opportunity and Access Program (Cal-SOAP) grant for the 2020-2021 and 2021-2022 school years. UCSC's Educational Partnership Center (EPC) personnel shall participate with ARUSD in collaborative activities that implement the goals and objectives of the Cal-SOAP grant.

II. PROGRAM GOALS & OBJECTIVES

The overall program goal is to provide college and career readiness support services to prepare ARUSD students to pursue and succeed in post-secondary education and careers through regular collaboration with school site and higher ed partners. To support students in achieving this goal, our efforts will focus on the following areas.

- ❖ Increase the availability of information to students about the existence of postsecondary education and the available sources of financial aid;
- ❖ Improve student's access to higher education by raising their achievement levels; and
- ❖ Reduce the duplication of services by coordinating outreach efforts.

Program Objectives:

1. Promote a college-going culture for low-income and underrepresented students, including African-American, Chicanx/Latinx, and Foster Youth.
2. Increase students' college-going identity and aspirations.
3. Increase the number of students at partner schools taking college entrance exams (SAT, ACT, PSAT).
4. Develop a plan that increases the number of students applying to and enrolling in COSMOS.
5. Increase awareness of the availability of student financial aid and scholarships through financial aid/financial literacy.
6. Increase the awareness of careers and Career Technical Education pathways for students.

UC Santa Cruz's obligations in furtherance of these goals and objectives are limited to those obligations specifically set forth in Sections IV and V below.

III. PROGRAM SUMMARY

The UC Santa Cruz Educational Partnership Center's Cal-SOAP program is The California Student Opportunity and Access Program (Cal-SOAP), which was established by the California

State Legislature in 1978 for the purpose of increasing postsecondary educational opportunities to certain targeted students by providing them with outreach and related services. The San José Cal-SOAP Consortium was established in 1996 and is currently funded and administered through the state of California by the California Student Aid Commission. The Regents of the University of California at Santa Cruz serves as the fiscal agent through the Educational Partnership Center.

CAL-SOAP will serve a cohort of 50 direct service students from Fischer middle school, and 100 direct service students from William Sheppard Middle School in the Alum Rock Union School District.

IV. Program Components

The parties shall perform all obligations under this Agreement in accordance with all applicable laws, including without limitation to the Federal Educational Records Privacy Act and UC policies and in accordance with any terms and conditions applicable to (Cal-SOAP) funding (e.g. grant terms).

Through ongoing collaboration and planning with key partner school site administrators, counselors and teachers, the Cal-SOAP services for students and families of Alum Rock Union School District partner schools, will be identified from the list of core services and delivered through a combination of virtual/remote and/or in-person methods that may include; 1) individual coaching and mentoring; 2) in-class and/or after-school tutor support; 3) small group and large group presentations and workshops; 4) lunch time activities; 5) after-school and evening programming; 6) designated drop-in time; 7) electronic and social media resources; 8) summer programming; and 9) pre-identified Saturday programs. If feasible, San José Cal-SOAP will work with district, school site and higher ed partners to coordinate and support the implementation of district-wide initiatives.

CAL-SOAP CORE SERVICES	
College Entrance Exam Prep	Cash for College Workshops
College Assessment Exams	FAFSA / Dream Act / Chafee Grant
A-G Awareness	Cal-Grant and/or Middle Class Scholarship Promotion
Academic Mentoring & Coaching	Student Aid Report (SAR) / WebGrants
In Classroom Tutoring	Career Assessment Tools
Pull-out Tutoring	Career Planning/Developing Career Plans
Before-School/Lunchtime/After-School Homework Help and Tutoring	Career Presentations/Workshops/Camps/Fairs
Summer Academies	College Tours
Summer Bridge Programs	Conferences/Panel/Presentations on a College Campus
Summer Residential Camps	Student Success Support Initiative (Community College transition and transfer to 4yr. College/University)
College Workshops and/or Advisement	Program Orientation Meetings/Open Houses
College Fairs	Year End Award/Recognition Ceremonies

College Systems	Newsletters/Publications/Mailings/Bulk Emails/Websites/Social Media
College Majors	Community Events/Workshops Serving Cal-SOAP Students and Parents
College Searches/Post-Secondary Options	Community Events Promoting Cal-SOAP & College/FA Awareness to the Greater Public
ACT/SAT Registration Drives	ELAC/Migrant Ed Parent Meetings
College Admission Requirements	Cash For College Workshops
College Application Completion Assistance	FAFSA / Dream Act / Chafee Grant
UC Personal Insight Questions	Cal-Grant and/or Middle Class Scholarship Promotion
Selecting a College Major	Student Aid Report (SAR) / WebGrants
Financial Aid and Scholarship Workshops and/or Coaching	Career Assessment Tools
Financial Literacy / Loan Counseling / Financial Aid / Scholarships	Career Planning/Developing Career Plans

A. Roles and Responsibilities:

- **Executive Director, EPC, Maria Rocha-Ruiz:** has general contract oversight.

- **Cal-SOAP Director (5%), EPC, Sonia Ramos**: responsible for general oversight, direction, vision and overseeing the successful implementation of the Cal-SOAP as well as ensuring grant service deliverables and requirements are met as outlined in the grant. Supervise the Cal-SOAP Academic Coordinators at the school sites and oversee program activities. The Director will provide guidance, direction, and support to ensure high quality services are delivered. The Director will also work closely with school and district partners to ensure that: 1) the program is aligning and coordinating the delivery of services to maximize impact on students; and 2) services are targeted to the needs of program participants and in meeting grant deliverables. Further, s/he will serve as the primary point of contact regarding the daily operations of Cal-SOAP services in ARUSD target school.

- **Cal-SOAP Academic Coordinators (AC) (2 x 15% FTE hired by EPC)**: The Academic Coordinators will supervise the Cal-SOAP undergraduate college success advisors assigned to each partner school site and implement program activities. They will work closely with school partners to ensure: 1) high quality services are provided; 2) program services are coordinated to maximize impact on students; and 3) services are targeted to the needs of program participants and in meeting grant deliverables.

- **Assistant Superintendent, ARUSD (Rene Sanchez)**: The assistant superintendent will: 1) serve as the main point of contact for the district; 2) facilitate the successful implementation of Cal-SOAP in the district; 3) work with the project director in shaping the general direction and vision of Cal-SOAP in the district; 4) support the project in aligning and coordinating program and district efforts to impact high school graduation and postsecondary enrollment rates; 5) address issues or concerns that may arise; 6) assist the EPC R&E staff with collecting the data needed for reporting and evaluation purposes; 7) ensure that the district leverages its resources, when possible, and explores

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opportunities for augmenting its in-kind match contributions that will lead to fostering a college-going culture, and increases in student achievement, high school graduation, and/or college enrollment rates, and 8) ensure that the district provides the necessary match documentation needed for the grant.

- **Principals, ARUSD (Clyde L. Fischer MS, George Kleidon & William Sheppard MS, Jackie Montejano)**: will help shape the services to best meet the needs of their students. Principals will work directly with Cal-SOAP staff by facilitating access to students and facilities to deliver Cal-SOAP services and helping integrate student and family services within the school.

B. Services to Students

The program will implement a comprehensive college-readiness framework that focuses on 1) building students' *strong academic preparation* for college success; 2) nurturing students' attitudes and beliefs towards school and developing their *college-going identities*; and 3) supporting/mentoring them academically and socially, from middle school through high school graduation. In collaboration with ARUSD personnel, effectiveness will be maximized by coordinating and aligning services when appropriate.

C. Services to Families

Cal-SOAP will engage parents of participants to provide families with the skills, information, and resources they need to help their children succeed in school and pursue a postsecondary education.

D. Methods for Evaluating Program Outcomes and Overall Success

The project's comprehensive evaluation has three purposes: 1) **formative evaluation** for regular feedback and continual program improvement; 2) **summative evaluation** to assess whether project objectives are met annually and rates of high school graduation, college enrollment, and persistence increase by project's end; and 3) **integrative analyses** to determine which activities contribute to key benchmarks along students' pathways.

E. Data Sharing

In order to conduct program effectiveness evaluations, and to consistently monitor students on the "A-G" pathway, the (ARUSD) agrees to provide student information (also referred to as student records or data) to the UC Santa Cruz Educational Partnership Center under the terms and conditions stated in this agreement. This information will be used to plan, implement, operate, evaluate, and report progress on the (CAL-SOAP) program, and will be disseminated to our partner district on a regular basis.

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The EPC will adhere to all legal requirements regarding protection of confidential information contained in the federal Family Educational Rights and Privacy Act (FERPA, 20 USC 1232g), and the California Education Code (Section 49060 et seq). The EPC has devised a data collection and storage process to protect the confidentiality of all student data in perpetuity. Furthermore, the EPC agrees to keep confidential records protected at all times to prevent the unauthorized or inadvertent release of any individually identifiable information. No information that could identify any individual student or parent will be released in any reports, publications, research, marketing materials, or other documents produced by the EPC or (CAL-SOAP) that are created from data exchanged under this agreement. (ARUSD) will identify and disclose to the EPC "other" information that they regard as confidential so that the same confidential standards are followed. The parties will maintain a log of all staff members who receive confidential information, including a description of the types of data they have received and their permissible uses. These staff members will receive regular and periodic training to review procedures for protecting confidential information. These staff will also be asked to sign a statement acknowledging their legal responsibility to protect confidential information. Usernames and Passwords will be used to protect confidential information when it is stored electronically.

The EPC will submit formal data requests at least 30 days in advance and will occur twice per year. The requests will explain how the data should be prepared and transmitted to the EPC. The EPC will create a secure FTP (file transfer protocol) site with a password-protected account for the district officer in charge of handling the data request. The person who submits the data to the EPC will be able to log into the site and upload the data at any time. The data requested by EPC will be used for the following purposes:

(1) *To complete mandatory annual reports to the University of California Office of the President (UCOP)and California Student Aid Commission (CSAC).* These reports require EPC to report data such as student demographic summaries, course completions and marks, grade point average, college entrance exam results, and attendance totals.

(2) *To evaluate program performance on a regular basis*. UCOP and CSAC require EPC to conduct periodic evaluations to assess the program's progress in meeting its stated objectives. These evaluations will be used to make improvements to the program and will be shared with stakeholders from the district and UC Santa Cruz as appropriate.

(3) *To assist program staff in the delivery of services.* Program staff will use student transcript data, demographics and contact information to plan and tailor services as well as to manage student caseloads in the student database.

The information requested under this agreement consists of four types of data, including:

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(1) Student demographics and contact information (name, school, date of birth, grade, graduation date if senior, district ID, CSIS ID (statewide identifier), gender, ethnicity, free/reduced lunch eligibility, ELL status, primary language, address, city, zip, phone number, email address, parent name, parent type, phone number and parent educational attainment.
(2) Student transcripts (course history, including credits and marks and "a-g" indication).
(3) Student scores on standardized tests (CST, CAHSEE, CELDT, PSAT, Smarter Balance, etc.)
(4) Student grade promotion and graduation information by individual CSIS/Student ID.

Because Cal-SOAP is based on a hybrid model of cohort and school-wide services to students, for which data will be requested will change annually

The EPC will submit formal data requests to (ARUSD) asking that specific data be provided within 30 days. The requests will explain how the data should be prepared and transmitted to the EPC. The EPC will create a secure FTP (file transfer protocol) site with a password-protected account for the district officer in charge of handling the data request. The person who submits the data to the EPC will be able to log into the site and upload the data at any time. These data will be retained by EPC for a minimum of five years. All confidential records will be destroyed when they are no longer needed for the purposes described above.

V. Parties and Commitments

The parties shall perform all obligations under this Agreement in accordance with all applicable laws, including without limitation to the Federal Educational Records Privacy Act and UC policies and in accordance with any terms and conditions applicable to the Cal-SOAP Program funding (e.g. grant terms).

UCSC agrees to operate the program under the following parameters (at its sole costs and expense unless otherwise indicated), subject to the availability of funding and other resources:

a. EPC will require all program staff to adhere to university Remote Service Delivery Guidelines and Protocols to ensure the safety of all students when engaging with program staff virtually.
b. EPC will provide high quality outreach services to ARUSD partner schools and leverage all resources, funding and program opportunities to increase preparation for college and careers, access to financial aid and college-going rates.

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c. EPC will integrate direct services programs with school wide efforts and align with the school objectives.
d. EPC will assign one Cal-SOAP Academic Coordinator at 15% time to Clyde L. Fischer Middle School and one Cal-SOAP Academic Coordinator at 15% time to William Sheppard Middle School to provide direct services to students at least one day per week. The Academic Coordinators will provide comprehensive college awareness programs to students through multiple formats including but not limited to: 1) one-on-one advising; 2) small group and large group workshops/presentations; 3) classroom presentations; 4) college campus visits; and 5) after-school/ evening programs.
e. EPC will assign appropriate supervision of the Academic Coordinator by the Program Director who will supervise and support the Academic Coordinator. The Program Director will meet minimally with school principals and key staff as needed to monitor and evaluate services.
f. EPC will provide trained undergraduate college success advisors/tutors to provide support services to targeted ARUSD students; the academic coordinator will supervise and manage the college success advisors. The college success advisors/tutors will attend mandatory monthly trainings to ensure a high level of capacity and expertise.
g. EPC academic coordinators will communicate regularly, and in a timely manner, with appropriate school staff through established collaborative meetings, one-on-one meetings with key contacts, email communications and activity reports, to provide updates on the status of programming, activity outcomes, student participation and address any specific needs or concerns or anticipated changes to service commitments.
h. EPC assigned staff will provide services for 2020-2022 academic years as outlined in Cal-SOAP core services model and menu of services.
i. EPC will provide the Academic Coordinators with a cell phone and laptop.

Alum Rock Union School District (ARUSD) agrees to operate the program under the following parameters (at its sole costs and expense unless otherwise indicated):

a. An authorized official of ARUSD will sign and return an original copy of this agreement to the primary contact for the Educational Partnership Center.
b. ARUSD will provide a designated staff member/s from each partner school to orient and serve as a liaison to the Academic Coordinator and Academic Coaches.
c. ARUSD partner schools will establish a monthly collaboration and planning meeting to ensure ongoing communication and alignment of Cal-SOAP services with school priorities.

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d. ARUSD will provide adequate office and working space for the assigned Academic Coordinator and undergraduate Academic Coaches including use of computer labs, classrooms, the library and the college/career center to provide services. ARUSD will provide a landline phone for local calls and a data line for access to email and internet sources.
e. ARUSD, along with the Cal-SOAP Director will ensure a collaborative working relationship between the EPC Academic Coordinators and the school guidance counselors, resource teachers and any other relevant school staff.
f. ARUSD agrees to integrate EPC direct services to the central mission and operations of the school community.
g. ARUSD will support direct services workshops and events by providing facility space at no cost to the EPC both during and after school hours, including weekends.
h. ARUSD will support college awareness activities by allowing students to participate in relevant activities including field trips and will provide certified staff to chaperone on field trips when that is mandated.
i. ARUSD will cost-share college awareness programming activities whenever possible to support the sustainability of a college-going culture beyond the life of the grant.
j. ARUSD will provide program staff with access to designated distance learning tools to facilitate student engagement and support from Cal-SOAP.
k. ARUSD partner schools will support virtual and in-person Cal-SOAP services, workshops and events by providing facilities and access to resources at no cost to Cal-SOAP both during and after school hours, including weekends.
l. ARUSD will provide training and establish accounts for ARUSD email, school loop, Infinite Campus, and any other applications, for each Cal-SOAP Academic Coordinator for the purposes of communicating with partner school staff, students and families, identification of eligible students, viewing class schedules and grad inventories, student recruitment, following up with students and families.
m. ARUSD, partner high schools and UCSC will, to the extent allowed under applicable law, share relevant student data with a shared understanding that all parties will use such data for specific academic interventions and research purposes related to the partnership's goals to improve student academic achievement and transition to college or university. Qualified personnel at ARUSD, partner high schools and UCSC who use personally identifiable student data shall be proficient and experienced in managing secure confidential data and will manage said data with procedures that meet the industry standards.

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VI. Indemnification

ARUSD shall defend, indemnify and hold harmless UCSC its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportionto and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the ARUSD, its respective officers, agents or employees.

VII. Termination

Either party may terminate this Agreement for any reason at any time by giving thirty (30) calendar days prior written notice to the other party. UCSC will be compensated for services provided by EPC to date of termination, if applicable. Should either party materially breach any of its provisions, the non-breaching party may terminate this Agreement by giving written notice to the breaching party. Termination shall be effective immediately on receipt of notice.

VIII. Term of Collaboration

The term of this Agreement is term July1, 2020 through June 30, 2022. ARUSD will seek board approval for two years of the agreement, through June 30, 2022.

IX. Insurance

The university maintains programs of self-insurance and insurance including:

Commercial General Liability Insurance (including Bodily Injury, Personal Injury, Property Damage, Advertising Injury)
Each Occurrence $1,000,000
General Aggregate $2,000,000
Sexual Misconduct Liability $1,000,000
Automobile Liability Insurance - Occurrence $1,000,000
General Aggregate No Aggregate
Professional Liability $1,000,000
Workers Compensation Statutory Limits
Network Security & Privacy "Cyber" Liability: $1,000,000

ARUSD, its officers, agents and employees are to be included as additional covered party on the CGL self-insurance and the Sexual Misconduct policy with respect to liability arising out of work or operations performed by or on behalf of the ARUSD under Agreement 21-11.

X. Misc.

This Agreement, including the Exhibits and/or Addenda listed below (if any), contains the entire agreement of the parties with respect to the subject matter of this Agreement and supersedes any other agreement relating to such subject matter, whether oral or written.

Included Exhibits and/or Addenda (listed below or mark "N/A" if none):

- ARUSD PUR-117 Exhibit B Tuberculosis Clearance
- ARUSD PUR-118 Exhibit C Fingerprinting
- ARUSD PUR-119 Notice of Policy on Business Gifts and Conflicts of Interest
- UCSC Certificate of Insurance - Liability
- UCSC Certificate of Insurance – Sexual misconduct
- UCSC Certificate of Insurance - Cyber security

XI. Primary Contacts

Alum Rock Union School District

Name: Rene Sanchez

Title: Assistant Superintendent, Instructional Services

Email: rene.sanchez@arusd.org

Phone: 408-924-6524

Fax:

Educational Partnership Center-Cal-SOAP Program

Name: Sonia Ramos

Title: Program Director

Email: sbramos@ucsc.edu

Phone: 408-531-6124

Fax:

9.09

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: January 5, 2021

Subject: **School Accountability Report Cards (SARC)**

Staff Analysis: California public and nonpublic, nonsectarian schools annually provide information to the community to allow public comparison of schools for student achievement, environment, resources & demographics. LEAs are responsible for updating each school's SARC on an annual basis and submitting to the local governing board for approval. SARCS are submitted to the California Department of Education (CDE) and must be posted on the district's website.

Recommendation: Staff recommends approval of the School Accountability Report Cards (SARC) for all Alum Rock Schools.

Submitted by: Sandra Garcia Title: Director of State and Federal Programs

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

To the Board of Trustees: Meeting: January 14, 2021
Regular Board Meeting

9.09
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

SAMPLE - Elementary

Adelante Dual Language Academy
School Accountability Report Card
Reported Using Data from the 2019-2020 School Year
Published During 2020-2021

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or the LCAP, see the CDE LCFF webpage at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

About This School

School Contact Information (School Year 2020-2021)

Entity	Contact Information
School Name	Adelante Dual Language Academy
Street	2999 Ridgemont Dr.
City, State, Zip	San Jose CA, 95127
Phone Number	(408) 928-1900
Principal	Maria D. Martinez
Email Address	maria.martinez@arusd.org
Website	https://adelante.arusd.org
County-District-School (CDS) Code	43-69369-0108167

District Contact Information (School Year 2020-2021)

Entity	Contact Information
District Name	Alum Rock Union Elementary School District
Phone Number	(408) 928-6800
Superintendent	Hilaria Bauer, Ph.D.
Email Address	hilaria.bauer@arusd.org
Website	www.arusd.org

School Description and Mission Statement (School Year 2020-2021)

Mission: Academy is a TK-8th grade school that provides an opportunity for all students to achieve high levels of bilingual proficiency and to develop multicultural competency through a rigorous English and Spanish dual language immersion instructional program. Our school philosophy is based on the belief that, "One who knows two languages can contribute in two worlds." Within this philosophical framework, Adelante values and respects both languages and all cultures equally, instills a sense of community service in students, develops future leaders, and involves parents as part of the school learning community.

Adelante is a public dual language elementary school of choice in the Alum Rock Union Elementary School District serving students from Transitional Kindergarten through the 8th grade. Each child and family is well known to the school community allowing for more individualized attention and a personalized knowledge of the strengths and interests of each child. Adelante graduates will achieve high levels of proficiency and academic success in Spanish and English.

In addition to our experienced and dedicated teaching staff, our parents play a key role in the education of our children by committing to 30 participation hours per school year. Together, all are responsible for the well-being and achievement of each student. Adelante's caring environment provides clear and positive expectations and comprehensive support to all.

Furthermore, parents are encouraged and welcomed to participate in a variety of leadership positions that strengthen the shared governance model at our school.

Together our staff, teachers and parents work as a school community to ensure a rewarding educational experience for every child.

Academy is a K-8 school that provides an opportunity for all students to achieve high levels of bilingual proficiency and to develop multicultural competency through a rigorous English and Spanish dual language immersion instruction program. Our school philosophy is based on the belief that, one who knows two languages can contribute in two worlds." Within this philosophical framework, Adelante values and respects both languages and all cultures equally, instills a sense of community service in students, develops future leaders, and involves parents as part of the school learning community.

Student Enrollment by Grade Level (School Year 2019-2020)

Grade Level	Number of Students
Kindergarten	81
Grade 1	67
Grade 2	62
Grade 3	58
Grade 4	49
Grade 5	59
Grade 6	57
Grade 7	48
Grade 8	41
Total Enrollment	522

Student Enrollment by Student Group (School Year 2019-2020)

Student Group	Percent of Total Enrollment
Black or African American	0.8
Asian	1
Filipino	0.4
Hispanic or Latino	94.8
White	1.9
Two or More Races	1.1
Socioeconomically Disadvantaged	58.8
English Learners	32
Students with Disabilities	6.1
Homeless	0.2

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

Teachers	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	23	24	24	431
Without Full Credential	7	3	3	35
Teaching Outside Subject Area of Competence (with full credential)	0	0		0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	1	0
Vacant Teacher Positions	0	0	0

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.
*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020-2021)

Year and month in which data were collected: August 2019

The following are the most recent adoptions for Alum Rock Union Elementary School District:

- Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools
- Pearson enVision Mathematics 2015-Elementary / CPM 2015- Middle Schools
- Learning A-Z: Science A-Z Online 2019 -Elementary/Accelerate Learning:STEMscopes 2019-Middle Schools
- Benchmark 2019- Elementary /TCI Curriculum 2018- Middle School

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools	Yes	0
Mathematics	Pearson: enVision Math 2015-Elementary / CPM 2015- Middle Schools	Yes	0
Science	Learning A-Z: Science A-Z online 2019-Elementary/Accelerate Learning:STEMscopes 2019-Middle School	Yes	0
History-Social Science	Benchmark 2019- Elementary /TCI Curriculum 2018- Middle School	Yes	0

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Foreign Language	Benchmark Adelante 2016 McGraw Hill Impacto 2018	Yes	0
Health	Family Life - Planned Parenthood	Yes	0

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements

Alum Rock Union Elementary School District makes every effort to ensure all schools are clean, safe, and functional. To assist in this effort, the district uses a facility survey instrument developed by the State of California Office of Public School Construction. The results of this survey are available at the school office and at the district office.

The building in which Adelante resides was built in 1966. School facilities are being renovated according to the Field Act requirements of the State Building Code with a focus on earthquake safety. In the event that asbestos and lead containing building materials are found, they are removed according to Environmental Protection Agency (EPA), State, and Local requirements. Deferred maintenance funds have been used to properly maintain and renovate district buildings. Needed repairs and maintenance projects are completed in a timely manner.

Whenever possible, school facilities are upgraded to support and maintain a safe, clean and secure campus. Sufficient classroom, office, library, playground, staff space, and restroom facilities are allocated to support stakeholders' needs and the instructional program. The Alum Rock School District Maintenance and Grounds staff, in conjunction with day and night custodians, ensure the school buildings and grounds are safe, clean, and in good repair. Rigorous daily custodial schedules ensure that classrooms, lavatories, serving kitchens, eating areas, offices, and playgrounds are clean for both student and staff use. Regular oversight by district maintenance and grounds crews ensure that grass and landscaped areas are well maintained, and that the school's buildings, grounds and play areas are safe for use.

School Facility Good Repair Status

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: November 2020

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	Rm:Music Room-Water stain on ceiling tile. Rm:Office-Ceiling tile is loose. Rm:31-Carpet has wrinkles. Rm:P4-Carpet is torn.
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	

System Inspected	Rating	Repair Needed and Action Taken or Planned
Electrical: Electrical	Good	Rm:C2-Light fixtures need covers. Rm:C1-Light fixtures need covers. Rm:Custodian room-Outlet needs cover. Rm:P7-Outlet needs cover. Rm:Library-Light fixture needs cover.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	
Overall Rating	Good	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students
Grades Three through Eight and Grade Eleven
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018-19	School 2019-20	District 2018-19	District 2019-20	State 2018-19	State 2019-20
English Language Arts/Literacy (grades 3-8 and 11)	43	N/A	40	N/A	50	N/A
Mathematics (grades 3-8 and 11)	46	N/A	33	N/A	39	N/A

Note: Cells with N/A values do not require data.

Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.

Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in ELA by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019-2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019-2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

CAASPP Test Results in Science for All Students
Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018-19	School 2019-20	District 2018-19	District 2019-20	State 2018-19	State 2019-20
Science (grades 5, 8 and high school)	28	N/A	23	N/A	30	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.
Note: The new California Science Test (CAST) was first administered operationally in the 2018-2019 school year.

State Priority: Other Pupil Outcomes

The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2019-2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	N/A	N/A	N/A
7	N/A	N/A	N/A
9	N/A	N/A	N/A

Note: Cells with N/A values do not require data.
Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

C. Engagement

State Priority: Parental Involvement

The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020-2021)

To ensure that all students have the positive relationships and support necessary to be successful in school, the Adelante staff involves parents in instructional and support roles at the school. In addition to preparing parents to actively participate in school decision-making and developing their leadership skills in governance and advocacy, Adelante also provides parents with strategies and techniques to assist their children with learning activities at home through our family literacy nights. Finally, to ensure that parents receive the health, social, and other support services that are necessary to live healthy lives and promote student achievement, Adelante provides parents with the skills and resources to access community and support services.

Adelante has a community liaison that supports a strong parent component at our school.

Parents are committed to providing 30 hours of participation time to Adelante Dual Language Academy every year. We have developed a unique program for parent participation using the talents of our parents to lead this effort. Parent coordinators work in conjunction with teachers to provide a variety of participation opportunities for parents. For more information regarding our Parent Involvement program, please contact Kimberley Rocha at (408) 928-1900.

The following is a list of parent involvement activities:

- Governance opportunities (School Site Council, Parent Teacher Association, Parent Coordinators, Room parents and Committee chairs)
- Kindergarten orientation
- Back-to-School orientation BBQ
- Monthly principal coffees
- Leemos Juntos (Reading Together)
- Monthly School Site Council meetings
- Parent Teacher Association (PTA)
- Reading Under the Stars
- Spelling bee
- Beautification days
- Fun Friday incentive day
- Classroom tutors
- Sports coaches
- Field Trip Support
- Safety Committee
- Helping in a variety of clerical opportunities

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions
(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	1.7	2.4	3.8	2.2	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

School Safety Plan (School Year 2020-2021)

Adelante Dual Language Immersion Academy has a very detailed, comprehensive safety plan that outlines protocols, systems, and procedures in the event of any/all emergencies. The plan also contains the yearly safety goals as determined by the students, staff, and parents. The safety plan is developed by the Adelante Safety Committee before it is presented to the Alum Rock Union Elementary School District Board of Trustees for approval on an annual basis. The plan was last approved in February 2019. The safety plan and drill procedures are reviewed during the year with all staff. Safety alerts are shared with all staff as needed throughout the school year. In addition, all required drills are calendared and completed, and the results are shared with the staff.

All visitors are required to check-in at the school office. Fire drills and disaster procedures are specifically outlined and regularly updated and practiced. Safety programs include drug awareness, personal safety, and personal growth. To ensure a safe environment, the district provides yard duty supervisors, and all yard duty supervisors and school staff maintain a welcoming but controlled campus environment. The school grounds and playground are safe because they well-supervised by staff before, during, and after school.

The Adelante Safety Plan has a comprehensive, enforceable, and continuous behavior policy, rules and regulations, dress code policy, protocols for safety/emergency drills, tardy policy, attendance policy, referral policy, nondiscriminatory policy on student rights and responsibilities, campus security policy, harassment policy, conflict management policy, Internet safety policy, intervention and referral system policy, and visitor procedures.

D. Other SARC Information

The information in this section is required to be in the SARC but is not included in the state priorities for LCFF.

Average Class Size and Class Size Distribution (Elementary)

Grade Level	2017-18 Average Class Size	2017-18 # of Classes* Size 1-20	2017-18 # of Classes* Size 21-32	2017-18 # of Classes* Size 33+	2018-19 Average Class Size	2018-19 # of Classes* Size 1-20	2018-19 # of Classes* Size 21-32	2018-19 # of Classes* Size 33+	2019-20 Average Class Size	2019-20 # of Classes* Size 1-20	2019-20 # of Classes* Size 21-32	2019-20 # of Classes* Size 33+
K	20	2	2		21	1	3	3	20		1	
1	21		3		22		3		22		3	
2	18	3			20	2	1		21	1		2
3	20	2	1		18	3			19	3		
4	33			2	30		2		25		2	
5	24		2		32		2		30		2	
6	22	1	12		25	1	12		29		13	

*Number of classes indicates how many classes fall into each size category (a range of total students per class).
** "Other" category is for multi-grade level classes.

Ratio of Pupils to Academic Counselor (School Year 2019-2020)

Title	Ratio
Academic Counselors*	1044

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2019-2020)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	0.5
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018-2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	$15,473.06	$3,806.67	$11,666.39	$86,127.45
District	N/A	N/A	$1,148.34	$88,855
Percent Difference - School Site and District	N/A	N/A	164.2	-3.1
State	N/A	N/A	$7,750	$84,183
Percent Difference - School Site and State	N/A	N/A	40.3	2.3

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2019-2020)

The following activities are provided for staff and students using State and Federal funding to support underperforming students to meet grade level State standards :

- Ongoing staff development is provided in differentiated instructional practices in reading language arts and math.
- Ongoing staff development is provided in the area of English language acquisition
- Ongoing staff development is provided to integrate technology into the curriculum as a tool to enhance teaching and learning.
- Staff receives professional development in the dual immersion model of instruction to ensure that students are prepared to meet California state standards in two languages.
- Teachers analyze data to identify at-risk or low-performing students and provide in-class interventions.
- Teachers are provided collaboration time to analyze formative data as a reference for student progress, after school intervention programs provide additional instruction to students falling below benchmark in the areas of reading, writing and math.
- SBAC Academy is provided for targeted students as a strategic attempt at providing students with an extra boost in preparation for SBAC testing.
- Teachers and principal meet to analyze and assess student data to determine if English learners are meeting standards.
- Ongoing staff development is provided to improve instruction in language arts, writing math and ELD.
- An after school-tutoring center provides support for at-risk, migrant, and English learners.

Teacher and Administrative Salaries (Fiscal Year 2018-2019)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	$57,473	$51,004
Mid-Range Teacher Salary	$89,476	$82,919
Highest Teacher Salary	$106,470	$104,604
Average Principal Salary (Elementary)	$119,374	$131,277
Average Principal Salary (Middle)	$131,610	$136,163
Average Principal Salary (High)		$128,660
Superintendent Salary	$212,178	$230,860
Percent of Budget for Teacher Salaries	35.0	35.0
Percent of Budget for Administrative Salaries	6.0	5.0

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.

Professional Development (Most Recent Three Years)

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement		3	

The primary areas of focus for staff development are in the areas of small group instruction and in best practices for Dual Language Instruction. The focus for staff development was decided by school wide data which indicates that students need small group instruction to address reading deficiencies as indicated by the state test. Best practices for Dual Language instruction go hand-in-hand with developing bilingual and biliterate students to help them earn the Pathway to the Seal of Biliteracy.

Professional development is delivered in a variety of formats. Mostly, it is done during staff meeting time. However, there are district wide PD days and conferences that teachers can attend. Teachers are supported during implementation through coaching cycles, data analytics and teacher-principal evaluation cycles.

Teachers have received the following professional development opportunities:

- Workshops through the annual Dual Language Conference/CABE
- Extended duty pay for staff articulation and standards mapping.
- Teacher release days that focus on student progress in areas of Language Arts and Math
- School visitations
- Coaching and new small school support
- 0 Dual Language program development workshops through an experienced researcher/staff developer
- 0 Small Group Instruction
- 0 Constructing Meaning training to support language development (5th-8th grade)
- Project-based Learning
- Guiding Principles of Dual Language Instruction
- Dual Language Teaching Academy Training through CABE

Sample -
Middle School

Joseph George Middle School
School Accountability Report Card
Reported Using Data from the 2019-2020 School Year
Published During 2020-2021

By February 1 of each year, every school in California is required by state law to publish a School Accountability Report Card (SARC). The SARC contains information about the condition and performance of each California public school. Under the Local Control Funding Formula (LCFF) all local educational agencies (LEAs) are required to prepare a Local Control and Accountability Plan (LCAP), which describes how they intend to meet annual school-specific goals for all pupils, with specific activities to address state and local priorities. Additionally, data reported in an LCAP is to be consistent with data reported in the SARC.

- For more information about SARC requirements and access to prior year reports, see the California Department of Education (CDE) SARC web page at https://www.cde.ca.gov/ta/ac/sa/.
- For more information about the LCFF or the LCAP, see the CDE LCFF webpage at https://www.cde.ca.gov/fg/aa/lc/.
- For additional information about the school, parents/guardians and community members should contact the school principal or the district office.

DataQuest

DataQuest is an online data tool located on the CDE DataQuest web page at https://dq.cde.ca.gov/dataquest/ that contains additional information about this school and comparisons of the school to the district and the county. Specifically, DataQuest is a dynamic system that provides reports for accountability (e.g., test data, enrollment, high school graduates, dropouts, course enrollments, staffing, and data regarding English learners).

California School Dashboard

The California School Dashboard (Dashboard) https://www.caschooldashboard.org/ reflects California's new accountability and continuous improvement system and provides information about how LEAs and schools are meeting the needs of California's diverse student population. The Dashboard contains reports that display the performance of LEAs, schools, and student groups on a set of state and local measures to assist in identifying strengths, challenges, and areas in need of improvement.

About This School

School Contact Information (School Year 2020-2021)

Entity	Contact Information
School Name	Joseph George Middle School
Street	277 Mahoney Drive
City, State, Zip	San Jose CA, 95127
Phone Number	(408) 928-7600
Principal	Tara Bickford
Email Address	tara.bickford@arusd.org
Website	www.arusd.org
County-District-School (CDS) Code	43693696068910

District Contact Information (School Year 2020-2021)

Entity	Contact Information
District Name	Alum Rock Union Elementary School District
Phone Number	(408) 928-6800
Superintendent	Hilaria Bauer, Ph.D.
Email Address	hilaria.bauer@arusd.org
Website	www.arusd.org

School Description and Mission Statement (School Year 2020-2021)

Joseph George Middle School, a Visual and Performing Arts Academy, is located in East San Jose within the community of Alum Rock. George is designated a Visual and Performing Arts Anchor School (VAPA). The integration of visual and performing arts instructional strategies are used in the Social Studies, English Language Arts, Science, and Math. Each class will have opportunities for students to present their artistic skills and integrate 21st century learning. On top of art integration, we are proud to offer the following elective classes: Band, Drum Corps, Choir, Beginning and Advance Art, Digital Art, guitar. MESA, and Leadership. Joseph George provides the staff, students, and parents a showcase of student talent a minimum of twice a year at scheduled VAPA Showcase Events.

Joseph George Middle School is a California 2015 Gold Ribbon School for our SAFE (Strategic Academic Focused Education) Program. Our SAFE Program is built around student engagement in a rigorous academic program with blended learning as a tool to support and differentiate our student learning. It provides extra support for our English Language Learners. It incorporates a continuous improvement in our school culture with positive behavior supports and the emphasis on the arts.We utilize state approved curriculum in all subject areas and provide technology resources in the form of Promethean Technology interactive classrooms, computers, and teacher resources to enhance instruction. Each student receives core subject supplementary materials along with guides to effectively utilize them according to the standards being taught.

Our teachers utilize data to inform instruction by creating formative assessments through our academic data management systems. Through this process, we take steps to collaborate by department and create methods to increase student achievement. Departments have broken down the Common Core State Standards into Essential Learnings. This endeavor is in the beginning phase, but we anticipate further enhancement in the future. In addition, trainings have been offered and completed by teachers in Direct Instruction.

A school wide positive behavior intervention system was created and adopted. The Viking Acts were created by a team of staff members in order to build a positive community environment. To promote social and civic responsibility, students participate in Character Counts monthly activities. The use of restorative Justice practices provides students the opportunity to problem solve and support social-emotional learning. We offer a variety of extracurricular programs such as organized sports, arts and music. Students also participate in local VAPA Showcases and music concerts.

Our 6th grade students participate in Extended Learning Time through Citizen Schools. This provides students with homework assistance, master skills building, and apprenticeships with local business volunteers with a college and career focus. This program builds a sense of community and also brings in families for a variety of activities. To completely support our students we offer after school interventions. MESA (Mathematics, Engineering and Science Achievement) is a community-based after school math and science program that is offered in conjunction with our science club. These students go to local, regional and state level competitions.

Parents are important and valuable partners in the formal process of educating children. The majority of our parents are working parents. We have a core group of parents that are regular volunteers and participants in our various parent engagement activities. We all work together towards increasing our students achievement. Our Back-to-School night, book fairs, English Learner Advisory Committee, Parent Coffee, School Site Council, Turkey Trot, sports events, awards assemblies, Open House, VAPA Showcases and promotion ceremonies are all well attended. We welcome parents to visit classrooms and participate in the planning and implementation of our activities and programs.

Vision:

At Joseph George Middle School all students are given a robust education that emphasizes visual and performing arts alongside academics, which works in cohesion to build a well-rounded student. Students engage in a creative process which connects a variety of culturally and linguistically responsive art forms and other content areas to meet the evolving academic objectives. Students are given equitable access to the arts and academics, which allow them to prepare to succeed in college, careers, and excel at life in today's globalized world environment.

Mission:

Students will produce portfolios through their time at Joseph George Middle School Visual and Performing Arts Academy, which will display their work in one of three strand- visual arts, performing arts, or a combination of the two. The portfolio will showcase their growth, creativity, and academic development through their timed at George.
Students will engage in academic opportunities that expand the creative mind, foster and build self confidence, develop critical thinking and prepare students for an ever changing world.
Teachers will integrate culturally and linguistically responsive visual and performing arts into their curriculum.
The school will provide equitable opportunities and full access to a wide array of visual and performing arts electives which will allow students to develop skills and passions within the arts.
Parents will support students through the arts by engaging in parent workshops, running parent organizations that help fund the efforts, and attend arts events their student is partaking in.
Partnerships with agencies will help to build the divide and bring greater access to the school both inside the classroom and outside of the normal day.

Joseph George Middle School- "Where arts and academics excel" Go Vikings!

Student Enrollment by Grade Level (School Year 2019-2020)

Grade Level	Number of Students
Grade 6	163
Grade 7	181
Grade 8	165
Total Enrollment	509

Student Enrollment by Student Group (School Year 2019-2020)

Student Group	Percent of Total Enrollment
Black or African American	1
American Indian or Alaska Native	0.4
Asian	6.3
Filipino	3.5
Hispanic or Latino	86.2
White	2.2
Two or More Races	0.4
Socioeconomically Disadvantaged	88.2
English Learners	31.6
Students with Disabilities	12.2
Homeless	1.2

A. Conditions of Learning

State Priority: Basic

The SARC provides the following information relevant to the State priority: Basic (Priority 1):

- Degree to which teachers are appropriately assigned and fully credentialed in the subject area and for the pupils they are teaching;
- Pupils have access to standards-aligned instructional materials; and
- School facilities are maintained in good repair

Teacher Credentials

Teachers	School 2018-19	School 2019-20	School 2020-21	District 2020-21
With Full Credential	23	23	23	431
Without Full Credential	4	4	3	35
Teaching Outside Subject Area of Competence (with full credential)	0	0	0	0

Teacher Misassignments and Vacant Teacher Positions

Indicator	2018-19	2019-20	2020-21
Misassignments of Teachers of English Learners	0	0	0
Total Teacher Misassignments*	0	0	0
Vacant Teacher Positions	0	0	2

Note: "Misassignments" refers to the number of positions filled by teachers who lack legal authorization to teach that grade level, subject area, student group, etc.
*Total Teacher Misassignments includes the number of Misassignments of Teachers of English Learners.

Quality, Currency, Availability of Textbooks and Other Instructional Materials (School Year 2020-2021)

Year and month in which data were collected: August 2019

The following are the most recent adoptions for Alum Rock Union Elementary School District:

- Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools
- Pearson enVision Mathematics 2015-Elementary / CPM 2015- Middle Schools
- Learning A-Z: Science A-Z Online 2019 -Elementary/Accelerate Learning:STEMscopes 2019-Middle Schools
- Benchmark 2019- Elementary /TCI Curriculum 2018- Middle School

Subject	Textbooks and Other Instructional Materials/year of Adoption	From Most Recent Adoption?	Percent Students Lacking Own Assigned Copy
Reading/Language Arts	Benchmark Advance/Adelante (ELA and ELD) 2016-Elementary/McGraw Hill: Study Sync 2017- Middle Schools	Yes	0
Mathematics	Pearson: enVision Math 2015-Elementary / CPM 2015- Middle Schools	Yes	0
Science	Learning A-Z: Science A-Z online 2019-Elementary/Accelerate Learning:STEMscopes 2019-Middle School	Yes	0
History-Social Science	Benchmark 2019- Elementary /TCI Curriculum 2018- Middle School	Yes	0
Health	Family Life - Planned Parenthood	Yes	0

Note: Cells with N/A values do not require data.

School Facility Conditions and Planned Improvements

The District makes every effort to ensure all schools are clean, safe, and functional. To assist in this effort, the district uses a facility survey instrument developed by the State of California Office of Public School Construction. The results of this survey are available at the school office and at the district office.

George Middle School was built in 1970. School facilities are being renovated according to the Field Act requirements of the State Building Code with a focus on earthquake safety. In the event that asbestos and lead containing building materials are found, they are removed according to Environmental Protection Agency (EPA), State, and Local requirements. Deferred maintenance funds have been used to properly maintain and renovate district buildings. Needed repairs and maintenance projects are completed in a timely manner.

School facilities are comprised of six classroom wings, an administrative building, cafeteria, boys/girls locker room, music building, dance/wrestling room, and community MESA classroom. Whenever possible, school facilities are upgraded to support and maintain a safe, clean and secure campus. Sufficient classroom, office, library, playground, staff space, and restroom facilities are allocated to support stakeholders' needs and the instructional program. The Alum Rock School District maintenance staff, in conjunction with day and night custodians, ensure the school buildings and grounds are safe, clean, and in good repair.

Rigorous daily custodial schedules ensure that classrooms, lavatories, serving kitchens, eating areas, offices, and playgrounds are clean for both student and staff use. Regular oversight by district maintenance ensures that grass and landscaped areas are well maintained, and that the school's buildings, grounds and play areas are safe for use.

Maintenance, Grounds and the Custodial staff continues to work together to provide a safe, clean and well maintained learning environment to help support student achievement.During the 2014-2015 school year, the physical education black top was re surfaced and improved drainage was added. At the end of 14-15, two sets of bathrooms were updated, painted, improved lighting and new toilets installed.

School Facility Good Repair Status

Using the **most recently collected** FIT data (or equivalent), provide the following:

- Determination of repair status for systems listed
- Description of any needed maintenance to ensure good repair
- The year and month in which the data were collected
- The rate for each system inspected
- The overall rating

Year and month of the most recent FIT report: November 2020

System Inspected	Rating	Repair Needed and Action Taken or Planned
Systems: Gas Leaks, Mechanical/HVAC, Sewer	Good	
Interior: Interior Surfaces	Good	Rm:A2-Hole in the wall. Rm:Office-Carpet needs edge gripper. Rm:E1-Water stain on ceiling tiles. Rm:D2-Water stains on ceiling tiles. Rm:D1-Water stains on ceiling tiles. Rm:P Boys Restroom-Missing ceiling tiles/The floor has a hole torn out.
Cleanliness: Overall Cleanliness, Pest/ Vermin Infestation	Good	Rm:M4-Accumulated dirt.
Electrical: Electrical	Fair	Rm:Workroom-Light fixtures need covers. Rm:Bookroom-Light fixtures need covers. Rm:Custodian Room-Light fixture needs cover. Rm:Custodian Room-Heated electrical wires exposed. Rm:C1-Lights not working need new ballast. Rm:C2-Light fixture need covers. Rm:Custodian Room-Light fixtures need covers. Rm:Room next to Stage-Light fixtures need covers.
Restrooms/Fountains: Restrooms, Sinks/ Fountains	Good	Rm:B Boys Restroom-No water on sinks. Rm:P Boys Restrooms-The floor has a hole torn out.

System Inspected	Rating	Repair Needed and Action Taken or Planned
Safety: Fire Safety, Hazardous Materials	Good	
Structural: Structural Damage, Roofs	Good	
External: Playground/School Grounds, Windows/ Doors/Gates/Fences	Good	Rm:Girls Locker Room-Glass window is broken.
Overall Rating	Good	

B. Pupil Outcomes

State Priority: Pupil Achievement

The SARC provides the following information relevant to the State priority: Pupil Achievement (Priority 4):

- **Statewide assessments** (i.e., California Assessment of Student Performance and Progress [CAASPP] System, which includes the Smarter Balanced Summative Assessments for students in the general education population and the California Alternate Assessments [CAAs] for English language arts/literacy [ELA] and mathematics given in grades three through eight and grade eleven. Only eligible students may participate in the administration of the CAAs. CAAs items are aligned with alternate achievement standards, which are linked with the Common Core State Standards [CCSS] for students with the most significant cognitive disabilities); and
- The percentage of students who have successfully completed courses that satisfy the requirements for entrance to the University of California and the California State University, or career technical education sequences or programs of study.

CAASPP Test Results in ELA and Mathematics for All Students
Grades Three through Eight and Grade Eleven
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018-19	School 2019-20	District 2018-19	District 2019-20	State 2018-19	State 2019-20
English Language Arts/Literacy (grades 3-8 and 11)	34	N/A	40	N/A	50	N/A
Mathematics (grades 3-8 and 11)	17	N/A	33	N/A	39	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.
Note: Percentages are not calculated when the number of students tested is ten or less, either because the number of students in this category is too small for statistical accuracy or to protect student privacy.
Note: ELA and mathematics test results include the Smarter Balanced Summative Assessment and the CAA. The "Percent Met or Exceeded" is calculated by taking the total number of students who met or exceeded the standard on the Smarter Balanced Summative Assessment plus the total number of students who met the standard (i.e., achieved Level 3-Alternate) on the CAAs divided by the total number of students who participated in both assessments.

CAASPP Test Results in ELA by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019-2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

CAASPP Test Results in Mathematics by Student Group
Grades Three through Eight and Grade Eleven (School Year 2019-2020)

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
All Students	N/A	N/A	N/A	N/A	N/A
Male	N/A	N/A	N/A	N/A	N/A
Female	N/A	N/A	N/A	N/A	N/A
Black or African American	N/A	N/A	N/A	N/A	N/A
American Indian or Alaska Native	N/A	N/A	N/A	N/A	N/A
Asian	N/A	N/A	N/A	N/A	N/A
Filipino	N/A	N/A	N/A	N/A	N/A
Hispanic or Latino	N/A	N/A	N/A	N/A	N/A
Native Hawaiian or Pacific Islander	N/A	N/A	N/A	N/A	N/A
White	N/A	N/A	N/A	N/A	N/A
Two or More Races	N/A	N/A	N/A	N/A	N/A

Student Group	Total Enrollment	Number Tested	Percent Tested	Percent Not Tested	Percent Met or Exceeded
Socioeconomically Disadvantaged	N/A	N/A	N/A	N/A	N/A
English Learners	N/A	N/A	N/A	N/A	N/A
Students with Disabilities	N/A	N/A	N/A	N/A	N/A
Students Receiving Migrant Education Services	N/A	N/A	N/A	N/A	N/A
Foster Youth	N/A	N/A	N/A	N/A	N/A
Homeless	N/A	N/A	N/A	N/A	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.

CAASPP Test Results in Science for All Students
Grades Five, Eight, and High School
Percentage of Students Meeting or Exceeding the State Standard

Subject	School 2018-19	School 2019-20	District 2018-19	District 2019-20	State 2018-19	State 2019-20
Science (grades 5, 8 and high school)	20	N/A	23	N/A	30	N/A

Note: Cells with N/A values do not require data.
Note: The 2019-2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-30-20 was issued which waived the requirement for statewide testing for the 2019-2020 school year.
Note: The new California Science Test (CAST) was first administered operationally in the 2018-2019 school year.

State Priority: Other Pupil Outcomes
The SARC provides the following information relevant to the State priority: Other Pupil Outcomes (Priority 8):

- Pupil outcomes in the subject areas of physical education.

California Physical Fitness Test Results (School Year 2019-2020)

Grade Level	Percentage of Students Meeting Four of Six Fitness Standards	Percentage of Students Meeting Five of Six Fitness Standards	Percentage of Students Meeting Six of Six Fitness Standards
5	N/A	N/A	N/A
7	N/A	N/A	N/A
9	N/A	N/A	N/A

Note: Cells with N/A values do not require data.
Note: The 2019–2020 data are not available. Due to the COVID-19 pandemic, Executive Order N-56-20 was issued which waived the requirement to administer the physical fitness performance test for the 2019–2020 school year.

C. Engagement

State Priority: Parental Involvement
The SARC provides the following information relevant to the State priority: Parental Involvement (Priority 3):

- Efforts the school district makes to seek parent input in making decisions for the school district and each school site

Opportunities for Parental Involvement (School Year 2020-2021)

George values and includes all stakeholders in all facets of the educational process. We have many ways for parents to participate in the educational experience at Joseph George. To encourage parent participation, George maintains a system of open two-way communication and employs a variety of methods to increase stakeholder communication. Not only is the School Accountability Report Card available on the district's website and Joseph George Webpage, but pertinent school information, including results of the school evaluation process, school data, and school programs are also available to parents in the principal's monthly newsletters, which are written in English and Spanish In order to facilitate communication between home and school students were given a student agenda for homework and parent communication. This is a venue for teachers and parents to communicate back and forth. The school has Parent Link which can send out custom messages to the parents. All parents and students have access to Home Access Center which provides a parent a look at their student's attendance, grades, behavior concerns and contact information for parents and teachers. It is encouraged for students and parents to check HAC on a weekly bases.

Because parent and community participation is essential to student achievement, George School provides a number of parent and community involvement opportunities. Parents and community members are encouraged to become involved in all aspects of activity at Joseph George. We have a Community Liaison that helps with parent notification, serves as a communicator with the community and helps recruit and plan events. Parents may participate in school committees such as School Site Council (SSC), English Learners Advisory Committee (ELAC), District English Learners Advisory Committee (DELAC), and the District Advisory Committee (DAC). The School Site Council is composed of parents and staff representatives. This important committee reviews and revises the Single School Plan for Student Achievement. Other opportunities for parents to volunteer include helping in the library, assisting teachers in classrooms, chaperoning dances, coaching sports, organizing clubs or activities, and speaking to students about their jobs or hobbies.

Parents are also encouraged to attend Back-to-School Night, Parent Teacher Conferences, Winter and Spring Concerts, various sport competitions, Citizen School events, and Honors Night. Our Annual Winter Showcase held in December is attended by 500+ community members, parents, and students. In order to build capacity we provide a Mini Parent University twice a year and coffee with the counselors.

For more information, please contact our parent Liaison, Carmen Rubio at (408)928-7608 or call the main office at (408)928-7600.

State Priority: School Climate

The SARC provides the following information relevant to the State priority: School Climate (Priority 6):

- Pupil suspension rates;
- Pupil expulsion rates; and
- Other local measures on the sense of safety.

Suspensions and Expulsions
(data collected between July through June, each full school year respectively)

Rate	School 2017-18	School 2018-19	District 2017-18	District 2018-19	State 2017-18	State 2018-19
Suspensions	7.5	5.7	3.8	2.2	3.5	3.5
Expulsions	0.0	0.0	0.0	0.0	0.1	0.1

Suspensions and Expulsions for School Year 2019-2020 Only
(data collected between July through February, partial school year due to the COVID-19 pandemic)

Rate	School 2019-20	District 2019-20	State 2019-20
Suspensions			
Expulsions			

Note: The 2019-2020 suspensions and expulsions rate data are not comparable to prior year data because the 2019-2020 school year is a partial school year due to the COVID-19 crisis. As such, it would be inappropriate to make any comparisons in rates of suspensions and expulsions in the 2019-2020 school year compared to prior years.

School Safety Plan (School Year 2020-2021)

Joseph George Middle School has a very detailed, comprehensive school safety plan that outlines protocols, systems, and procedures in the event of any/all emergencies. School grounds are carefully monitored by school staff at all times. Joseph George Middle School has a School Resource Officer (SJPD) five days a week for four hours a day, strategically coordinated around brunch, lunch and student dismissal times. Teachers supervise selected areas of the school before school, at brunch and lunch, and at student dismissal. All outer gates are closed during the school day. The plan also contains the yearly safety goals as determined by the students, staff, and parents. The Safety Plan is developed by the George Safety Committee before it is presented to the Alum Rock Union Elementary School District Board of Trustees for annual approval.

The Safety Plan and drill procedures are reviewed during the year with all staff. Safety alerts are shared with all staff as needed throughout the school year. In addition, all required drills are calendared and completed, and the results are shared with staff. The George Safety Plan has a comprehensive, enforceable, and continuous behavior policy, set of rules and regulations, dress code policy, set of protocols for safety/emergency drills, tardy policy, attendance policy, referral policy, non-discriminatory policy on student rights and responsibilities, campus security policy, harassment policy, and Internet safety policy.

All visitors are required to check-in at the school office. Fire drills and disaster procedures are specifically outlined and regularly updated and practiced. Safety programs include drug awareness, personal safety, and personal growth. To ensure a safe environment, the district provides SJPD School Resource Officers. The school grounds and playground are safe because they are well-supervised by staff before, during, and after school.

The physical safety of the facilities is supervised through a district manager who supports two custodians. Our safety plan is part of our School Site Plan and is revised twice a year using a cycle of inquiry process. School Site Council members approve the plan and participate in its management. School rules are published in the free student handbook, posted on the school website, and available at any time in the front office.

The staff reviews how to recognize and intervene in harassment and bullying at staff meetings each semester. We stay up to date with current research by attending a variety of conferences and professional development focused on bullying. We participated school wide in Anti-bullying week where students made a pledge against bullying and teachers provided a variety of lessons in their classrooms on the topic. The use of restorative justice techniques to problem solve and work with students is new this school year. Our Newsletter address bullying and students are reminded consistently at a school wide expectations assembly. Our on site counselor worked individually with students and helps set up counseling groups to address issues.As part of our safety plan we have a positive behavior incentive program with our Viking Bucks to encourages student to be on task and follow the Viking Acts. Students are recognized for good behavior, dedication to their work and effort among other things.

Average Class Size and Class Size Distribution (Secondary)

Subject	2017-18 Average Class Size	2017-18 # of Classes* Size 1-20	2017-18 # of Classes* Size 21-32	2017-18 # of Classes* Size 33+	2018-19 Average Class Size	2018-19 # of Classes* Size 1-20	2018-19 # of Classes* Size 21-32	2018-19 # of Classes* Size 33+	2019-20 Average Class Size	2019-20 # of Classes* Size 1-20	2019-20 # of Classes* Size 21-32	2019-20 # of Classes* Size 33+
English Language Arts	17	17	6	2	21	10	8	1	22	7	9	2
Mathematics	18	15	7	2	25	5	7	3	23	4	8	3
Science	25	3	11	1	24	3	9	2	27	2	10	1
Social Science	25	5	7	3	24	3	9	1	29	2	5	5

*Number of classes indicates how many classrooms fall into each size category (a range of total students per classroom). At the secondary school level, this information is reported by subject area rather than grade level.

Ratio of Pupils to Academic Counselor (School Year 2019-2020)

Title	Ratio
Academic Counselors*	339.3

*One full time equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Student Support Services Staff (School Year 2019-2020)

Title	Number of FTE* Assigned to School
Counselor (Academic, Social/Behavioral or Career Development)	1.5
Library Media Teacher (Librarian)	
Library Media Services Staff (Paraprofessional)	
Psychologist	
Social Worker	
Nurse	
Speech/Language/Hearing Specialist	
Resource Specialist (non-teaching)	
Other	

*One Full Time Equivalent (FTE) equals one staff member working full time; one FTE could also represent two staff members who each work 50 percent of full time.

Expenditures Per Pupil and School Site Teacher Salaries (Fiscal Year 2018-2019)

Level	Total Expenditures Per Pupil	Expenditures Per Pupil (Restricted)	Expenditures Per Pupil (Unrestricted)	Average Teacher Salary
School Site	$15,286.55	$3,872.29	$11,414.26	$94,334.29
District	N/A	N/A	$1,148.34	$88,855
Percent Difference - School Site and District	N/A	N/A	163.4	6.0
State	N/A	N/A	$7,750	$84,183
Percent Difference - School Site and State	N/A	N/A	38.2	11.4

Note: Cells with N/A values do not require data.

Types of Services Funded (Fiscal Year 2019-2020)

The Joseph George Middle School, School Site Council convenes monthly to review the school budget and to assess program implementation and outcomes.

The following services are provided by the regular program to enable under performing students to meet academic standards:

- Teachers identify at-risk or low-performing students and provide in-class intervention and supports.
- Some afterschool intervention programs provide additional instruction to students falling below benchmark in the areas of reading, writing and math

These additional services are provided for underperforming students to help them meet standards:

- Ongoing staff development is provided in differentiated instructional practices in the areas of reading language arts, and math. New this year is the focus on Direct Instruction.
- Teachers and principal meet to analyze and assess student data to determine if English learners are meeting standards. Professional Development opportunities are provided for staff onsite by other staff members, with the contracting of a consultant, and outside PD opportunities. The teaching staff participates in district level PLC's in subject areas tied around specific curriculum. This work prepares teachers to provide Common Core State Standards teaching in their classrooms. All teaching staff participates in monthly professional development of Restorative practices which will support student culture and behavior.
- Additional opportunities are provided for grade levels and/or department levels to meet for planning and sharing best practices to increase student learning.
- Technology to enhance the student learning experience such as Chrome books, robotics, Accelerated Reader, and No Red Ink, IXL, and art.
- Use of IReady for ELA and Math progress towards Common Core State Standards.
- Integrate art into the core classroom, provide electives in 3 VAPA pathways which include performing arts, visual arts, and engineering in the arts.
- provide afterschool programing such as Citizen Schools, MESA, and musical theater with The Audacity Performing Arts Project

Teacher and Administrative Salaries (Fiscal Year 2018-2019)

Category	District Amount	State Average For Districts In Same Category
Beginning Teacher Salary	$57,473	$51,004
Mid-Range Teacher Salary	$89,476	$82,919
Highest Teacher Salary	$106,470	$104,604
Average Principal Salary (Elementary)	$119,374	$131,277
Average Principal Salary (Middle)	$131,610	$136,163
Average Principal Salary (High)		$128,660
Superintendent Salary	$212,178	$230,860
Percent of Budget for Teacher Salaries	35.0	35.0
Percent of Budget for Administrative Salaries	6.0	5.0

For detailed information on salaries, see the CDE Certificated Salaries & Benefits web page at https://www.cde.ca.gov/ds/fd/cs/.

Professional Development (Most Recent Three Years)

Measure	2018-19	2019-20	2020-21
Number of school days dedicated to Staff Development and Continuous Improvement			

The Alum Rock District provides extensive training for teachers and administrators in the implementation the the California Common Core Standards. Most staff members have participated in PLC's by subject. Professional Development was also provided in supports for EL students. JGMS provided ongoing site level professional development on Direct Instruction, EL strategies, and student engagement strategies. Teacher-Principal meetings are ongoing to support and coach. We worked with the Santa Clara County Office of Education on a series of site level workshops on direct instruction.

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

9.10

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/January 14, 2021/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 approves the hiring of any new employee, and any change of status for existing employees.

Submitted by: Carlos Moran Title: Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval

9.10

Agenda Placement

Meeting: January 14, 2021
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
January 14, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Weiner, Anat	RSP/Ryan Elementary/Adelante II	01/14/2021

II. Substitute Residential Teacher Contracts:

1.	Faines, Ana	01/04/2021-02/26/2021
2.	Faines, James	01/04/2021-02/26/2021
3.	Harlow, William	01/04/2021-02/26/2021
4.	Mendoza, Javier	01/04/2021-02/26/2021
5.	Morquecho, Leticia	01/04/2021-02/26/2021
6.	Perez, Irving	01/04/2021-02/26/2021
7.	Ravishanker, Uma	01/04/2021-02/26/2021
8.	Rojas, Raul	01/04/2021-02/26/2021

III. Employee Contracts:

1.	Tom, Eric	Test Examiner	01/22/2021-06/08/2021
2.	Herrera, Yasmeen	Test Examiner	01/22/2021-06/08/2021
3.	Costa, Jolene	Test Examiner	01/22/2021-06/08/2021

CLASSIFIED PERSONNEL – January 14, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. Caracheo, Stephanie	Community Liaison/Russo-McEntee	01/05/2021
II.	**Change of Status:**		
	1. Ramirez, Fabien	Maintenance Worker IV-HVAC/M.O.T	12/01/2020