ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
February 11, 2021

Thursday, February 11, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #13-20/21

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 February 11, 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://us02web.zoom.us/j/82652984768
One tap mobile
+16699006833, Meeting ID:82652984768# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 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.

3. COMMENTS AND COMMUNICATION

3.01 Teamsters.

3.02 California School Employee's Association (CSEA).

3.03 Alum Rock Administrator's Association (ARAA).

3.04 Alum Rock Educator's Association (AREA).

3.05 Superintendent.

3.06 Board of Trustees/Communications/Comments.

4. 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.)

4.01 Facilities Repurposing Advisory Committee Update (Information Only).

4.02 Approve Board Policy 5145.7, Sexual Harassment-Students – Second Reading.

4.03 2021 Ballot for CSBA Delegate Assembly - Deadline is March 15, 2021. The Board may vote for no more than 6 candidates in the Region or Subregion as indicated on the ballot. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2021-March 31, 2023. Ballots must be postmarked by the U.S. Post Office on or before Monday, March 15, 2021.

4.04 Board Update Regarding School Reopenings in Alum Rock School District (Information Only).

5. CONTRACTS OVER $100,000--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 Approve the Contract Increase with AchieveKids for the 2020-2021 SY. The increase of this contract is $53,400 for a total contract amount of $139,765. Submitted by: Special Education Department.

5.02 Approve the Contract Increase with Sunbelt Staffing for the 2020-2021 SY. The increase of this contract is in the amount of $153,690 for a total contract amount of $266,790. Submitted by: Special Education Department.

5.03 Approve CALNET (Cat 19.1) Program for Verizon Cellular Voice and Data Services.

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 KIPP Charter School Facilities Use Agreement.

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 Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Amendments to Board Policy 1312.4 Williams Complaint Policies and Procedures Upon First 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 Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Alum Rock Educators Association (AREA), for the period of July 1, 2019 - June 30, 2020 and July 1, 2020 - June 30, 2021.

8.02 Ratify One-Time Off-Schedule Payments to Teamsters Bargaining Unit Members Pursuant to "me, too" Provision for 2019-2020 and 2020-2021 School Years.

8.03 Ratify One-Time Off-Schedule Payments 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 Board Meeting Minutes for the following dates: (1) August 13, 2020, Regular Board Meeting (2) August 27, 2020, Special Board Meeting (3) September 10, 2020, Regular Board Meeting, (4) September 29, 2020, Special

Board Meeting, (5) October 8, 2020, Regular Board Meeting and (6) October 8, 2020, Special Board Meeting.

9.02 Approve Acceptance of Donations.

9.03 Approve Fundraising Activities.

9.04 Approve Acceptance of Vendor & Payroll Warrants.

9.05 Approve Resolution No. 22-20/21; ARTS EDUCATION MONTH - MARCH, 2021.

9.06 Approve/Ratify Notices of Employment and Changes of Status/February 11, 2021/Human Resources Department.

9.07 Approve Resolution No. 20-20/21; READ ACROSS AMERICA - MARCH 2, 2021.

9.08 Approve Resolution No. 21-20/21; WOMEN'S HISTORY MONTH - MARCH, 2021.

9.09 Approve Contracts for Professional Services -Firms/Organizations.

9.10 Approve Resolution No. 31-20/21 Inventory Disposal.

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

10. CLOSED SESSION

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

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

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 cases.

10.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION(Paragraph (1) of subdivision (d) of Section 54956.9)Name of case: Dominique C. Jones v. Alum Rock Union Elem. School District, case no. 19-cv-00050-JSW

10.05 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) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

10.06 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) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

10.07 PUBLIC EMPLOYEE DISCIPLINE/DISMISSAL/RELEASE.

11. RECONVENE TO OPEN SESSION-VIA ZOOM

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 March 11, 2021 (2020-21 School Year).

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

4.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Facilities Repurposing Advisory Committee Update.

Information Only

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

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Information

4.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

4.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Board Policy 5145.7, Sexual Harassment-Students – Second Reading.**

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

Recommendation:

Staff recommends approval of second reading.

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: February 11, 2021
Recommend Approval Regular Board Meeting

4.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union ESD

Board Policy

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 feel~~s~~ 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 take the steps to investigate and address the allegation and 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)~~

FOR BOARD 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

SECOND 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. There will also be the option for restorative justice.

(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 laws~~,~~ 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

SECOND 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~~February 11, 202~~0~~1

SECOND READING

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

4.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: 2021 Ballot for CSBA Delegate Assembly- Deadline is March 15, 2021. The Board may vote for no more than 6 candidates in Region or Sub region as indicated on the ballot. All reelected and newly elected Delegates will serve two-year terms beginning April 1, 2021 – March 31, 2023. Ballots must be post marked by U.S. Post Office on or before Monday, March 15, 2021.

Approve

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

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Approve

4.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association

REQUIRES BOARD ACTION

Due: Mon. March 15—return ballot in enclosed envelope

January 29, 2021

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Suzanne Kitchens, CSBA President
Re: 2021 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Mon. March 15**

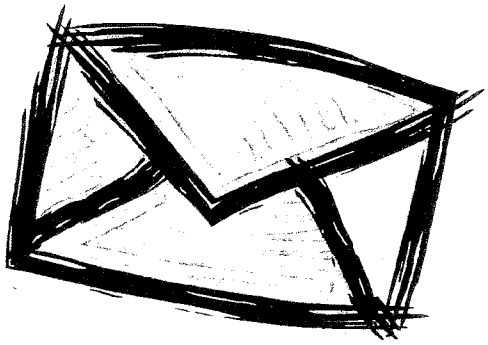
Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper), the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Monday, March 15, 2021.**

Your Board may vote for up to the number of vacancies in the region or subregion as indicated on the ballot. For example, if there are three vacancies, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot).

If there is a tie vote, a run-off election will be held. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2021 – March 31, 2023. Following the election, an updated list of all Delegates will be available on CSBA's website no later than April 1, 2021. The next meeting of the Delegate Assembly takes place on Saturday, May 15 and Sunday, May 16, 2021. Please do not hesitate to contact Jamille Peters at jpeters@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots



BALLOTS SHOULD BE RETURNED IN THE ENCLOSED ENVELOPE; HOWEVER, SHOULD THE ENVELOPE BECOME MISPLACED; PLEASE USE YOUR STATIONERY AND RETURN TO:

CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691

ON THE BOTTOM LEFT CORNER OF THE ENVELOPE, WRITE THE REGION OR SUBREGION NUMBER (THIS NUMBER APPEARS ON THE BALLOT AT THE TOP).

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 15, 2021**. Only ONE Ballot per Board. Be sure to mark your vote "✕" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT
REGION 20
(Santa Clara County)

Number of vacancies: 6 (Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023

**denotes incumbent*

	Danielle Cohen (Campbell Un. SD)*
	Devon Conley (Mountain View Whisman SD)
	David Guidry (Los Gatos Saratoga Union High SD)
	Van Le (Eastside Un. HSD)*
	Carol Presunka (Cambrian SD)
	Andres Quintero (Alum Rock Union SD)*
	George Sanchez (Franklin McKinley SD)*
	Fiona Walter (Mountain View Los Altos HSD)*
	Bridget Watson (Sunnyvale SD)

Provision for Write-in Candidate Name _____ *School District* _____

Signature of Superintendent or Board Clerk _____ *Title* _____

School District Name _____ *Date of Board Action* _____

See reverse side for list of all current Delegates in your Region.

REGION 20 – 12 Delegates (11 elected/1 appointed◈)

Director: Albert Gonzalez (Santa Clara USD)

Below is a list of all elected or appointed Delegates from this Region.

County: Santa Clara
Teresa Castellanos (San Jose USD)◈, appointed term expires 2021
Lorena Chavez (East Side Union HSD), term expires 2022
Danielle Cohen (Campbell Union SD), term expires 2021
Jodi Muirhead (Santa Clara USD), term expires 2022
Mary Patterson (Morgan Hill USD), term expires 2022
Andres Quintero (Alum Rock Union ESD), term expires 2021
George Sanchez (Franklin-McKinley ESD), term expires 2021
Fiona Walter (Mountain View Los Altos HSD), term expires 2021
Vacant, term expires 2021
Vacant, term expires 2021
Vacant, term expires 2022

County Delegate:
Rosemary Kamei (Santa Clara COE), term expires 2022

County
Santa Clara

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office No later than **MONDAY, MARCH 15, 2021**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2021 DELEGATE ASSEMBLY BALLOT
REGION 20
(Santa Clara County)

Number of vacancies: 6 (Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2021 - March 31, 2023

**denotes incumbent*

	Danielle Cohen (Campbell Union SD)*
	Devon Conley (Mountain View Whisman SD)
	David Guidry (Los Gatos Saratoga Union High SD)
	Van Le (Eastside Union HSD)*
	Carol Presunka (Cambrian SD)
	Andres Quintero (Alum Rock Union SD)*
	George Sanchez (Franklin McKinley SD)*
	Fiona Walter (Mountain View Los Altos HSD)*
	Bridget Watson (Sunnyvale SD)

Provision for Write-in Candidate Name | *School District*

Signature of Superintendent or Board Clerk | *Title*

School District Name | *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

REGION 20 – 12 Delegates (11 elected/1 appointed◈)

Director: Albert Gonzalez (Santa Clara USD)

Below is a list of all elected or appointed Delegates from this Region.

County: Santa Clara

Teresa Castellanos (San Jose USD)◈, appointed term expires 2021
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Jodi Muirhead (Santa Clara USD), term expires 2022
Mary Patterson (Morgan Hill USD), term expires 2022
Andres Quintero (Alum Rock Union ESD), term expires 2021
George Sanchez (Franklin-McKinley ESD), term expires 2021
Fiona Walter (Mountain View Los Altos HSD), term expires 2021
Vacant, term expires 2021
Vacant, term expires 2021
Vacant, term expires 2022

County Delegate:

Rosemary Kamei (Santa Clara COE), term expires 2022

County
Santa Clara

Delegate Assembly
Biographical Sketch Form for 2021 Election

csba
California School Boards Association

Deadline: Thursday, January 7, 2021 | No late submissions accepted

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Signature: Danielle MS Cohen **Date:** 1/7/2021

Name: Danielle Cohen **CSBA Region & subregion #:** 20

District or COE: Campbell Union School District **Years on board:** 17

Profession: Software Engineer **Contact Number (☐ Cell ■ Home ☐ Bus.):** 408-370-6376

Primary E-mail: dcohen@campbellusd.org

Are you an incumbent Delegate? ☑Yes ☐No **If yes, year you became Delegate:** 2009

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I have served on the Campbell Union School District's school board for 17 years and have been a delegate for Region 20 for the past 12 years. I have enjoyed serving the students of both my district and the state in these roles. My three children and their educational experiences include GATE designation, resource and services for Dyslexia, and placement in SDC and SAI classes via the IEP process. This provides a variety of lenses with which I can view education policy and practices. My district has been both Basic Aid and LCFF funded in my time on the Board, and I have experience with both dependent and independent charters.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I served four years as treasurer for our local school board association (SCCSBA) and three years as the Hoffmann Awards co-chair which provided visibility to the many amazing and successful programs in our county. I have served on my Board's Intergovernmental subcommittee where we meet with the leadership in the six cities that our district serves. I am a board member for the 100 Women Charitable Foundation which gives grants to local non-profits working with under-served populations in the areas of Education, Family and Health & Wellness. Additionally I volunteer as a VITA tax preparer and as a tutor trainer for Elevate Tutoring, a non-profit working with low income

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

For 2021 the biggest challenge has to be the pandemic and its impact on our communities - families, staff and students. This goes beyond the obvious academic impact, as we must address the financial, social-emotional and health impacts to all as well. This will require a coordinated effort throughout the state with supportive policies and funding, for all areas impacted. We were already fighting for adequate resources and the Covid-19 pandemic made the needs of local districts even greater.

Delegate Assembly
Biographical Sketch Form for 2021 Election

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Signature: Devon Conley **Date:** 1/6/2021

Name: Devon Conley **CSBA Region & subregion #:** 20

District or COE: Mountain View Whisman School District **Years on board:** 2

Profession: Education Consultant **Contact Number (☐ Cell ☐ Home ■ Bus.):** 650-434-2573

Primary E-mail: dconley@mvwsd.org

Are you an incumbent Delegate? ☐ Yes ☒ No **If yes, year you became Delegate:**

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

The Delegate Assembly plays a vital role in informing CSBA's policy positions at the state level. I am running to be a delegate for Region 20 so that I can push for resources and policies that will serve all of our students. As a national award winning elementary school teacher, my career in education spans the past eighteen years and includes working in education policy research, teaching, and running programs in K-12 settings. In my first two years as a board member and now Board President, I put my background in city planning to good use advocating for students at the local, regional, and state levels.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I co-founded the Digital Equity Coalition (DEC) in March 2019. We brought together school board members from 30 of our region's 32 districts to successfully advocate for funding to help close the digital divide for Santa Clara County students; the County Board of Supervisors approved $7.1 million to purchase hotspots, devices, and data plans for more than 15,000 families identified by the SCCOE.

I completed the Masters in Governance in 2019 and faithfully attend the AEC each year. This will also be my third year serving as a Hoffman Reader for the SCCSBA annual Hoffman Awards. Before running for school board, I served on Mountain View's Parks and Recreation Commission.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Governing boards are making life and death decisions during a global pandemic. We are negotiating safe working environments for our teachers and staff - PPE, testing, vaccinations, class size - while at the same time many districts face declining enrollment, rising costs and decreasing revenues. Getting children safely back to school is hands-down the biggest challenge we face right now. Getting every child the resources they need to thrive in school during and after this traumatic crisis will be our ongoing challenge for years to come.

Devon Conley, MCP

dconley@mvwsd.org 650-434-2573

EDUCATION

Master of Arts in Education, Stanford University 2009

Master of City Planning, University of California, Berkeley 2006

Preliminary CLAD Multiple Subject Teaching Credential, San Francisco State University 2004

Bachelor of Arts in Architecture, Yale University 2002

PROFESSIONAL EXPERIENCE

Education Consultant, Mountain View, CA 2015 - present

SCIENCE IS ELEMENTARY, Mountain View, CA 2018
Elementary Science Educator

AMERICA ACHIEVES NATIONAL FELLOWSHIP FOR TEACHERS AND PRINCIPALS 2012 - 2015
Teaching Fellow

ROCKETSHIP DISCOVERY PREP, San Jose, CA 2011 - 2013
Elementary School Teacher

STEVENSON PACT ELEMENTARY SCHOOL, Mountain View, CA 2009 - 2011
Elementary School Teacher

INSTITUTE FOR RESEARCH IN EDUCATION POLICY AND PRACTICE, Stanford, CA 2008 - 2009
Research Assistant

GARDNER CENTER FOR YOUTH AND THEIR COMMUNITIES, Stanford, CA 2006 - 2008
Research Assistant

CENTER FOR CITIES AND SCHOOLS, Berkeley, CA 2004 - 2006
Research Associate

BRIDGE HOUSING CORPORATION, San Francisco, CA Summer 2003
Childcare Initiative Coordinator

SAN FRANCISCO UNIFIED SCHOOL DISTRICT 2002 - 2004
Elementary School Teacher

PUBLIC SERVICE

MOUNTAIN VIEW WHISMAN SCHOOL DISTRICT 2018 - present
Trustee, currently Board President

MOUNTAIN VIEW PARKS AND RECREATION COMMISSION 2017 - 2018
Commissioner

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Signature: David Guidry
David Guidry (Jan 7, 2021 10:26 PST)

Date: 1/7/2021

Name: David Guidry

CSBA Region & subregion #: 20

District or COE: Los Gatos - Saratoga Union High School District

Years on board: 2

Profession: Marketing

Contact Number (☒ Cell ☐ Home ☐ Bus.): 408-398-9024

Primary E-mail: dguidry@lgsuhsd.org

Are you an incumbent Delegate? ☐Yes ☑No **If yes, year you became Delegate:**

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in having an impact at the state level since many of the areas that I see as most important to our students are defined by state law. This pandemic provides us with a unique opportunity to review our current educational system and drive changes that will especially help those students who are not well served by the current system. My strengths are in working with people across many backgrounds to achieve our goals. I am a fast learner and very good at looking at things strategically. Education has always been a priority and focus for me and I am big believer in the value and importance of public education in providing opportunities for all of our students.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I am currently our Board President, despite only being on the board for 2 years. I have been very active with my kid's schools, including being foundation President for both the high school and elementary district, raising significant money to fund SEL and non-core programs at the schools. I was chaperone lead for our marching band and was the lead for our math docent program at Argonaut Elementary. I am also very active in our community through several organizations, including being the current President of our Friends of the Library organization which runs a local bookshop in addition to raising money via memberships. I have been the SCCSBA rep for our district since my

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The current pandemic is clearly our biggest challenge today. Besides the obvious financial impacts, we are seeing a huge loss in educational opportunities for our students, especially those that can least afford it. It has also made several long running, systemic issues much more visible that demand immediate action. CSBA can help in several ways, including: (1) driving our state government to provide leadership and financial support to our schools to get kids back in classrooms as soon as possible, (2) ensure that education remains a top priority for our state and that we see funding to support that priority, and (3) providing support and resources to school boards working to understand and solve these systemic issues that plague our schools.

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Signature: _____ **Date:** 12/29/2020

Name: Van Le **CSBA Region & subregion #:** 20

District or COE: East Side Union High School **Years on board:** 11

Profession: Business owner **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 408-489-5249

Primary E-mail: lev@esuhsd.org

Are you an incumbent Delegate? ☐Yes ☑No **If yes, year you became Delegate:** _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

Need to bring the voice of Asian students and representative to the Delegate Assembly.
- Advocate for more budget for schools because schools can not afford any more cutting.
- Networking and influencing legislators on school issues for safety, closing achievement gap, college readiness etc.
- Need to work closely with legislators to help them understand the most important issues.
- Bridge the gap and maintain communication between local members and the regional Director for enhancing and supporting CSBA role.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have been involved in many local events from business to non-profit organizations & education since 1984 and have built a strong relationship with city, county,state and federal legislators to advocate for students and community issues.
I have participated in many trips to Sacramento which were organized by Board of Supervisors (Santa Clara) Dave Cortese to support more school funding, to visit State Assembly legislators and to request of them - 'no more cuts to education".
Also involved in APALI for ethnic studies subject.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe two major challenges facing governing board members are safety and diversity that we serve. I believe with my years of experience in education and community have given me the ability to bring people together to resolve difficult issues.

I have been involved with different stakeholders, community groups and media for over 30 years. I have used social media and engaged community and students through events & contests. As board members, we should strive to bring new ideas, be more creative and think out of the box on the budget challenges and willing to learn from other district and find the best solutions to solve problems.

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Signature: _____ **Date:** 1/4/2021

Name: Carol Presunka **CSBA Region & subregion #:** 20

District or COE: Cambrian SD **Years on board:** 6

Profession: Volunteer **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 408-203-3459

Primary E-mail: presunkac@cambriansd.org

Are you an incumbent Delegate? ☐Yes ☑No **If yes, year you became Delegate:** _____

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I believe that smaller districts need to be represented, especially those who are ADA funded. Smaller districts have their own unique needs, having to provide all services to all students with, many times, little extra funding to do so. In a time of declining enrollment it makes it even more challenging. Constantly having to reduce the District budget while maintaining top quality education has proved very challenging. I have been heavily involved in volunteering in Cambrian, from working in the classroom, to being elected President of the Home and School Club. It gives a perspective of what is working and where help is needed. I have a child with special needs and have been heavily involved in the special needs community, both as a parent and a professional.

Please describe your activities and involvement on your local board, community, and/or CSBA.

From my first year as Trustee, I served on the Faciliites Committee, overseeing the spending of our bond and the reopening of a school. I have worked on numerous measures within the district, both Parcel Tax and Bonds. I sit on the Board Policy committe where all our board policies and procedures are being reviewed and updated. I was also involved in the Technology Task Force where a 5 year Technology Plan was created for our district. I have completed all the Masters in Governance courses and am a regular attendee of SCCSBA meetings as well as the AEC every year. I also serve on the Branham High School Site Council. I represent Cambrian on our West Sides Board which is made up of a board member from 3 of our surrounding elementary districts and one from the high school district. It give us the opportunity to learn from eachother and ensure our students are being well prepared to enter high school.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

The biggest challenge today and for all my previous time on the Board is a balanced budget. As mentioned earlier, with the uncertain state and federal funding and increased salaries and benefits and new curriculum, combined with declining enrollment, the challenge is huge.
Covid 19 has added to the challenge, requiring upgraded HVAC and faclities and PPE. When and how to reopen schools also adds to the challenge, with the uncertainty of when normality will return.
Another area that is near and dear to my heart is learning a second language. In a global economy iit is so important to understand other languages. The challenge is to find certificated second language teachers. Having the state provide a stable funding that is more representative of the true cost of education, adjusting funding in areas with a high cost of living and providing incentives for teachers to enter second language certifications would be a big step in meeting some of the areas I view has high need.

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Signature: Andres Quintero **Date:** 1/7/21

Name: Andres Quintero **CSBA Region & subregion #:** 20

District or COE: Alum Rock Union School District **Years on board:** 9

Profession: College Professor **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 408-550-9784

Primary E-mail: andres@andresquintero.com

Are you an incumbent Delegate? ☒ Yes ☐ No **If yes, year you became Delegate:** 2017

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing my service on the CSBA Delegate Assembly because I bring my East San Jose community's perspective to the fore. While we represent the region as a whole, there are unique aspects of our communities that need to be represented on CSBA's policy-making bodies. I have been privileged to have been mentored by great leaders like Frank Biehl and George Sanchez, and others. They have demonstrated how to work collaboratively while ensuring that our respective communities receive the attention they deserve. I have been honored to stand before the delegate assembly and other subgroups and present my community perspective on the issues. I look forward to continuing my work on CSBA's Delegate Assembly, as always, in a collaborative manner that leads to results.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have had the privilege of being entrusted by my colleagues to serve in various officer roles, including clerk, vice president, and president. I have also led various district measures to expand our offering to the students we serve in East San Jose. In 2017, I introduced the measure that prompted Alum Rock to create our first Vietnamese Dual Language Immersion School. I also led the effort to expand Alum Rock's Spanish Dual Language Immersion program by opening a second Spanish Dual Language Immersion School. Early in my tenure on the board, I established a partnership with the City of San Jose to renovate regional recreational facilities targeted by charter schools for further expansion. My service on CSBA's delegate assembly has allowed me to develop a closer relationship and work collaboratively with school board members. Whether it's serving as a validator for the Golden Bell Awards or assisting on other projects, I have learned to value what I know from my counterparts from different parts of the county.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

At present, the biggest challenge for all of us is to stem the learning loss that results from the shift to virtual learning. Our teachers have been great and work diligently to provide a quality and dignified education to all of our students, whether in person or virtually; however, we cannot deny that our students have been impacted by the shift to a completely different delivery for their education. Furthermore, in our district, we have essential workers that are the most severely affected by the ravages of COVID-19; they are construction workers, grocery store employees, all of who do not have the option to telecommute. As a district, we have had to develop methods to support those essential workers that do not have other means to care for their children. CSBA can continue to advocate for more resources to all districts, especially those that are disproportionately impacted by COVID 19.

Andrés Quintero

PO Box 731391 • San Jose, CA 95173 • (408) 823-9842 • andres.quintero@outlook.com
www.LinkedIn.com/in/andresq

COMPETENCIES

Teaching Political Science at the Community College Level
Public Policy Development and Implementation • Staffing C-Level Individuals • Speech Writing
Budgeting and Budget Management • Public Speaking • Government Operation • Campaigns

EXPERIENCE

Evergreen Valley College **2015 – Present**
Currently teach or have taught American Government, International Relations, and Constitutional Law.

Chief of Staff **2019-2020**
San Jose City Council, Office of Councilmember Maya Esparza **San Jose, CA**
Served as the local district representative of the State Assembly Member and oversaw the implementation of critical City programs affecting the residents of District 7.

District Director **2014 – 2015**
California State Assembly, 27th District **San Jose, CA**
Served as the local district representative of the State Assembly Member and oversaw the implementation of critical state programs affecting San Jose residents and businesses. Also worked closely with other local, state, and federal offices and agencies on public policy issues of shared focus.

Board Legislative Aide **2009 – 20014**
Santa Clara County Board of Supervisors **San Jose, CA**
Supported two elected County Supervisors in the implementation of policy and programs related to health & hospital, public health, gang prevention, education, and government operations issues.

ADDITIONAL EXPERIENCE

- United States House of Representatives, Office of Congresswoman Lofgren, Capitol Office
- Santa Clara County Probation Department
- United States District Court, Northern District of California

EDUCATION

Master of Public Administration, San Jose State University
Bachelor of Arts in Political Science, Minor in Public Administration, San Jose State University

APPOINTED AND COMMUNITY ACTIVITIES

- **Governing Board Member, Alum Rock Union School District (2012-Present)**
- **California School Boards Association, Delegate Assembly (2017-Present)**
- **Appointed Official and Commissioner, City of San Jose Airport Commission (2009-2015)**
- **Latino Leadership Alliance Board of Directors (2006 –Present)**
- **Executive Director, Bay Area Association of Latino Elected and Appointed Officials**
- **Member, Consultative Council of the Institute for Mexicans Abroad, an advisory body to the President of Mexico (2012-2014)**
- **Graduate, Congressional Hispanic Caucus Institute**

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Signature: George Sanchez **Date:** 01/04/2021

Name: George Sanchez **CSBA Region & subregion #:** 20

District or COE: Franklin-McKinley School District **Years on board:** 27

Profession: Retired Educator **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 408-375-9350

Primary E-mail: gniners08@yahoo.com

Are you an incumbent Delegate? ☑ Yes ☐ No **If yes, year you became Delegate:** 2012

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in continuing as a Delegate for Region 20. I feel that I have represented my district well during the years that I have served as a Delegate. I enjoy working with my colleagues to make sure that our voices are heard duing the Delegate meetings. I have also been involved with several committees during my tenure as a Delegate. These have included serving on the Nominations Committee which brings forth the future leaders of CSBA. I have also had the privilege of being on the AEC Committee which puts together the CSBA Annual Conference. It is a great honor and privilege to work with fellow Delegates on these committees.

Please describe your activities and involvement on your local board, community, and/or CSBA.

I have served in different leadership roles during my tenure on the School Board. This past month, I completed my fifth term as Board President. During this time, I am proud to have provided guidance and advice to my fellow Board members. As Board President, I help establish a positive relationship with the other board members as we tackle the difficult issues that come before us. I am also a visible community member who is involved in many neighborhood activities such as our monthly Second Harvest food drive. I work closely with our City Council Member in being involved in community events such as giving Census information to our families so that they are counted.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

At the present time, the Pandemic is definitely our top priority. We must continue to ensure that safety is paramount for our students and staff members. In the meantime, we must continue to provide the best education possible through Distance Learning. CSBA has to provide leadership and support to the school districts during this time. The Delegate Assembly provides guidance to CSBA during this time so it is important that Delegates give their input at the Delegate Assembly. CSBA represents over 1,000 school districts throughout the state of California and must provide effective leadership at this critical time. CSBA and the other leading educational organizations such as ACSA, CTA, CSEA and PTA must definitely work with each other for our students who are our #1 priority!

George Sanchez
3293 Montevarchi Street
San Jose, CA. 95136
408-375-9350/george.sanchez@fmsd.org

Objective:

Seeking re-election to the Delegate Assembly from Region 20

Education:

San Jose State University / B.A. Degree in American History /Minor in Spanish
San Jose State University / Ryan Secondary Teaching Credential
University of San Francisco /Administrative Credential/ M.A. Degree in Educational Administration

Professional Summary:

I was involved in education for almost forty years before retiring this past school year. I very much enjoyed the challenge of motivating and supporting high school students to stay in school and earn their high school diploma. For the past 27 years, I have served on the Franklin McKinley School Board where my four children graduated from our district schools.

Professional Experience and Achievements:

- Served 5 terms as School Board President
- Presenter at CSBA Annual Conference
- Presenter at CABE Annual Conference
- Presenter at San Jose Mayor's Gang Task Conference
- President of the Santa Clara County Social Studies Association
- Award of Merit presented at CSBA Unity Conference
- ACSA Region 8 Administrator of the year in Student Support Services
- President of Danzantes de Alegria Mexican Dance Troupe
- CSBA Master's in Governance Graduate/Delegate Assembly Member.
- Have attended the CSBA Annual Conference for the past 27 years.
- Presenter at Annual Latino Role Model Conference

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Signature: Fiona Walter **Date:** 1/6/21

Name: Fiona Walter **CSBA Region & subregion #:** 20

District or COE: Mtn View Los Altos UHSD **Years on board:** 6

Profession: Engineer/Tech Editor **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 650-814-8715

Primary E-mail: fiona.walter@mvla.net

Are you an incumbent Delegate? ☑ Yes ☐ No **If yes, year you became Delegate:** 2019

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

The past two years on delegate assembly have provided wonderful opportunities to partner with other districts as we represent our region at the state level. I am an engineer entering my 15th year on a local school board and have seen first-hand the impact that higher-level decisions have on our local efforts to support students. I believe my experiences in board work across K-12, Masters in Governance, 14 Annual Education Conferences, and active involvement with the Santa Clara County School Boards Association (currently president) are a good addition to our local delegate team and I would be honored to serve another term for Region 20.

Please describe your activities and involvement on your local board, community, and/or CSBA.

In addition to my two years on delegate assembly, I served two terms on the Mountain View Whisman School Board (K-8) prior to joining MVLA (9-12) in 2014. Across the 14 years, I have served as board president four times, chaired parcel tax/bond campaigns, remained active with SCCSBA (treasurer (3 years), vice president, and currently president), completed Masters in Governance, and never missed an AEC. Locally, I am a graduate of both Leadership Mountain View and Los Altos LEAD. I have also served on many district committees such as communications, policies, wellness, parent teacher conference, and the district partnership council.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Two years ago, I said money. This is even more true today. With the onset of Covid, responsibilities falling to local school districts have again expanded. Special education, expensive in the best of times, is now even more costly. Mental health and wellness, already enormous concerns pre-Covid, have now been greatly exacerbated. Emergency technology purchases for staff, students, and campuses are again unanticipated expenses. While we are grateful for assistance thus far, there is much more to do as we work to bring staff and students safely back to our campuses. CSBA can raise awareness of these issues by developing and acting on a policy platform responsive to local district needs.

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Signature: Bridget Watson **Date:** January 3, 2021

Name: Bridget Watson **CSBA Region & subregion #:** 20

District or COE: Sunnyvale School District **Years on board:** 2

Profession: Educator **Contact Number (☒ Cell ☐ Home ☐ Bus.):** 408-540-8598

Primary E-mail: bridget.watson@sesd.org

Are you an incumbent Delegate? ☐Yes ☑No **If yes, year you became Delegate:** n/a

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I'm deeply committed to serving our community, and would like to contribute on behalf of our county at the state level. I value CSBA for it's resources, advocacy, events, and training and I'm interested in working on projects that will support members to better benefit children and families. I'm an active board member and a dedicated volunteer. I'm a credentialed teacher, a mother of two, and the 1st in my family to earn a college degree - all experiences that form my perspective on the value of each student's voice, choice, and support system. I'm a good communicator with a BA and MA in English, and I have corporate experience in project management. I'm ready to work with this amazing team!

Please describe your activities and involvement on your local board, community, and/or CSBA.

I'm very engaged in Sunnyvale School District and CSBA, serving as Clerk last year and VP this year on my board. I served on CSBA's Equity Network (Cohort 2), learning ways to create and apply systems change towards equity in our districts and statewide. I'm VP of the new SCCSBA Legislative Action Committee to help our districts more effectively advocate at local, state, and federal levels for our students' unique needs. I'm a reader for the Hoffmann Awards this year, and I'm on the Board of Directors of the Sunnyvale Education Foundation. I visit every school in our district throughout the year and volunteer in classrooms and at school sites for hundreds of hours each year.

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

Full funding of programs to support inclusion and equity will be the biggest challenge this year, exacerbated by the additional pressures and needs driven by the pandemic and economic downturn. Our most vulnerable children have been hit the hardest, but all children have been exposed to extraordinary pressures, stress, and change. We will have to advocate for basic services for students in our districts, from food to broadband, as well as funding for learning loss and SEL support. CSBA can help with advocacy at the state level, and can provide policy guidelines, strategy, communications, roundtables, seminars, training, and toolkits to boards and districts who are all facing the same storm.

Bridget Watson

Outline of Experience, Education, and Service to the Community

Parent, Teacher, Volunteer

Service to the Community 2005 to present

Sunnyvale School District, Trustee, 2018 - present
Performed role as Clerk, currently Vice-President

California School Boards Association
CSBA Equity Network Cohort 2, 2019-2020

Santa Clara County School Boards Association, 2018 to present
Legislative Action Committee - Vice President 2020

Board of Directors, Sunnyvale Education Foundation, 2020 present

Challenge Team Sunnyvale, 2018 - present

Sunnyvale Middle School, Volunteer: AVID-Excel, ELD 1 (Newcomers), EL Support, Social Emotional Learning (2014 to present)

Columbia Middle School, Volunteer: English Language Arts, ELD 1 (Newcomers) (2018 to present)

Cherry Chase Elementary School, Volunteer: 3rd Grade Project Based Learning, Social Emotional Learning (2014 to present)

Sunnyvale Middle School PTSA (2012 - present)
Roles as Membership Chair, Staff Appreciation Chair

Cherry Chase Elementary School PTA (2005 to 2015)
Various roles (FAME docent, WAT Team, Room Parent, etc.) as well as Garden Chair, creating school gardens/ living classrooms as well as outdoor hands-on learning programs for all students

Honors and Accomplishments
Community Hero Award, CONTACT (2020)
Honorary Service Award, CFSCPTA (2018)
Teacher of the Year, Fairwood Explorer, Sunnyvale School District (2014)
Cherry Chase Volunteer of the Year, Sunnyvale School District (2008 and 2010)

Career History and Education
Elementary Teacher (2nd and 3rd grades)
Project Coordination and Management experience at Genentech and Intel

Multiple Subject Teaching Credential, National University
TEFL/TESL Certificate, College of Notre Dame de Namur
B.A., M.A.: English Literature SFSU

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

4.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Board Update Regarding School Reopening in Alum Rock School District.

Information Only

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

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Information

4.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 22, 2021

Subject: **AchieveKids**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. A new student has moved into the Alum Rock District with a non-public school in place. Due to the severity of their disability, a nonpublic school placement is required.

Recommendation: Staff recommends that the Board approve the contract increase with AchieveKids. The increase of this contract is $53,400 for a total contract amount of $139,765.

Submitted by: Anthony Colonna Title: Director, Special Education Department

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

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Recommend Approval

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 213129 Contract Original Amount: $86,365

Vendor Name: AchieveKids Vendor No. 010558

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$86,365
Change Order #: 1	$53,400
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$139,765

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6500	0	5100	00	5750	1120	000000	380	1820	+53,400		
	0000	0		00			000000				1/20/21	

Reason for Adjustment:
Student with this Non Public school placement has moved into the Alum Rock District.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ Assistant Superintendent of Business Services

(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

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

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

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SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on November 23,2020 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on June 30, 2021, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum rock

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 Gay Avenue, San Jose CA 95127

NAME OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): AchieveKids

ADDRESS OF NONPUBLIC SCHOOL/ AGENCY ("NPS/NPA"): 3860 Middlefield Road, Palo Alto, CA 94303

PUPIL NAME: _____ _____ _____ GENDER [X] M [ ] F
Last First Middle

ADDRESS: _____ CITY: San Jose STATE: CA ZIP: _____

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE _____

RESIDENTIAL SETTING: [X] HOME [ ] JCS [ ] FOSTER/LCI NAME: _____

[ ] OTHER _____ _____ _____

PARENT/GUARDIAN: _____ PHONE: _____ _____
(Residence) (Business)

ADDRESS _____ CITY: _____ STATE: _____ ZIP: _____
(If different from pupil)

CONTRACT TERMS:

1 The Contractor will implement all elements of the Master Contract.

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before October 2020, January 2021, March 2021, June 2021

3 Other Provisions (provide attachments as necessary): _____

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INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

PUPIL NAME _____ (Last) _____ (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of days 134 X Per Diem $326.00 = TOTAL BASIC EDUCATION COSTS (A) **$ 43,684.00**

(Include extended school year days as appropriate to the pupil's IEP.)

B. RELATED SERVICES:

	SERVICE PROVIDER Freq	Duration	Start Date	TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION HOURLY	DAILY	WEEKLY	INDIV	GROUP	MAX TOTAL COST FOR CONTRACT PERIOD
1 Aide Support										
2 Counseling										
a Individual	1xwkly			30mins	$176.00					$2,464.00
b Group	1 x wkly			60mins	$88.00					$2,464.00
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual										
b Group										
c Consult										
6 Transportation										
9 Behavioral Service	wkly			wkly			$171.00			$4,788.00
10 Vocational Services										

MAXIMUM TOTAL RELATED SERVICES COST (B) **$ 9,716.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$ 53,400.00**

All terms and conditions of the current Master Contract for NPS / NPA Service(s) previously executed by the parties hereto, are incorporated herein by reference. The CONTRACTOR will implement the IEP in accordance with this ISA and the Master Contract, and will request an IEP review prior to any change in the service(s).

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on November 23, 2020 and terminates at 5:00 p.m. on June 30, 2021 unless sooner terminated as provided herein.

LEA

Date: 11/23/20

Signature

Type or Print Name

Alum Rock Elementary School District

Name of LEA

2930 Gay Avenue

Mailing Address

San Jose, CA 95127

City, State, Zip Code

CONTRACTOR

Date: 11/23/2020

DocuSigned by: Skye Cary

Signature 52B367647794C0...

Skye Cary, Program Specialist

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

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

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 26, 2021

Subject: **Sunbelt Staffing Independent Contract**

Staff Analysis: The proposed contract is for Mental Health/Behavioral Support services and Speech therapy services with Sunbelt Staffing. Alum Rock School District has had an ongoing working relationship with Sunbelt Staffing for the last few years.

Therapist will provide Mental Health services and behavior clinical support to special education students/programs per an Individualized Education Plan (IEP) at the Ocala Emotional Disturbed (ED) program as well as various Alum Rock School District sites.

Speech Therapist will provide speech therapy services, assessments, and hold IEP meetings per an Individualized Education Plan (IEP) at various Alum Rock School District sites.

Recommendation: Staff recommends the Board of Trustees approve the contract increases with Sunbelt Staffing for the 2020-2021 school year. The increase of this contract is in the amount of $153,690 for a total contract amount of $266,790.

Submitted by: Anthony Colonna Title: Director, Special Education Department

Approved by: Rene Sanchez RS Title: Assistant Superintendent of Instructional Services

To the Board of Trustees:

Recommend Approval

5.02
Agenda Placement

Meeting: February 11, 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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 216154 Contract Original Amount: $113,000

Vendor Name: Sunbelt Staffing LLC Vendor No. 300165

Please check:

_____ Cancel P.O. / Contract

_____ Change Item No.: _____

_____ Increase Amount Line Item No.: _____

_____ Decrease Amount Line Item No.: _____

✓ Add Line No.: 2&3

_____ Delete Line No.: _____

_____ Add/Change object code to: _____

_____ Add Freight: $_____

_____ Add Tax: _____%

_____ Disencumber

✓ Add/Change Prog. No. to: _____

_____ Other _____

PURCHASING
FEB 02 2021 AM 8:02

CONTRACTS ONLY

Change Orders:	
Contracts Original Amount	$113,000
Change Order #: 1	$86,190
Change Order #: 2	$67,500
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$266,790

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6500	0	5815	00	5750	1120	000000	380	1820	+67,500		2/3/21
080	6546	0	5815	00	5750	1190	000000	380	6546	+86,190		2/3/21

Reason for Adjustment:

Adding two positions and coding to the contract. A Speech Therapist and a Behavior Specialist.

School/Dept.: Special Education Requested by: LeAnne Depew

Approval: _____ Assistant Superintendent of Business Services

(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

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

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

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Sunbelt Staffing

Client Assignment Confirmation

Education Division
Addendum A

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name:	Alum Rock Union School District		
Sunbelt Consultant:	Raajna Naidu		
Position:	Board Certified Behavior Analyst		
Assignment Start Date:	01/04/2021	Assignment End Date:	06/08/2021
Bill Rate per Hour:	$110.50	Overtime Rate *per Hour*:	$165.75
Minimum Weekly Hours:	32.5 Weekly hours are based on service date according to published school calendar		
Expenses:	Unless otherwise stated, Bill Rate is inclusive of all expenses.		
Miscellaneous:			

Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID-19 virus while on school site.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precaution will be taken by the Client to create a safe and healthy environment.

Alum Rock Union School District
Client Name

DocuSigned by:
Anthony Colonna
56E502E9AD8245F...
Client Representative Signature

12/3/2020
Date

Anthony Colonna
Print Name

Director, Special Education
Title

SUNBELT STAFFING, LLC

DocuSigned by:
Brittany Riefler
2F1761ABA8C1424...
Sunbelt Representative Signature

12/2/2020
Date

Brittany Riefler
Print Name

Business Development Director
Title

Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

Toll Free Phone 800-776-7713
Toll Free Fax 877-309-9795
www.sunbeltstaffing.com

DocuSign Envelope ID: 1F2D88AB-F1E0-4C56-A9CB-763DC89EE50D

Sunbelt Staffing

Client Assignment Confirmation

Education Division
Addendum A

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name:	Alum Rock Union School District		
Sunbelt Consultant:	Jules Maxwell		
Position:	Speech Language Pathologist		
Assignment Start Date:	02/01/2021	Assignment End Date:	06/08/2021
Bill Rate per Hour:	$100.00	Overtime Rate *per Hour*:	$150.00
Minimum Weekly Hours:	37.50 Weekly hours are based on service date according to published school calendar		
Expenses:	Unless otherwise stated, Bill Rate is inclusive of all expenses.		
Miscellaneous:			

Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

All hours are guaranteed if Consultant is quarantined at home due to contracting the COVID-19 virus while on school site.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precaution will be taken by the Client to create a safe and healthy environment.

Alum Rock Union School District
Client Name

DocuSigned by:
Anthony Colonna
56E502E9AD8245F...
Client Representative Signature

1/26/2021
Date

Anthony Colonna
Print Name

Director, Special Education
Title

SUNBELT STAFFING, LLC

DocuSigned by:
Brittany Riefler
2F1761ABA8C1424...
Sunbelt Representative Signature

1/22/2021
Date

Brittany Riefler
Print Name

Business Development Director
Title

Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.

Toll Free Phone 800-776-7713
Toll Free Fax 877-309-9795
www.sunbeltstaffing.com

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

5.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: January 22, 2021

Subject: **CALNET (Cat 19.1) Program for Verizon Cellular Voice and Data Services.**

Staff Analysis: The district is currently using Verizon Wireless as the main provider for cellular services, through the California Participant Addendum with NASPO Value Point (formerly known as Western States Contracting Alliance or WSCA) master price agreement No. 7-10-70-16. This agreement is set to expire March 31, 2021 and in order to prevent service interruption to the district; Verizon has facilitated the option to migrate to one of two new agreements. The options are:

- New statewide agreement under the CALNET Program for Cellular Voice and Data Services (a.k.a. Category 19) or
- NASPO ValuePoint new Wireless Voice, Data and Accessories cooperative migration agreement (MA 152) led by the State of Utah.

After carefully reviewing both options, staff has determined that the CALNET agreement would be the most valuable to the District. The CALNET contract would allow the District to receive competitive pricing for Cellular Voice and Data Services (CVD) from Verizon Wireless. Annual expenses for the use of District cellular voice and data services are estimated at $67,000. The CALNET CVD services agreement with Verizon was executed May 23, 2019 and is due to expire May 23, 2023.

- April 2020 - June 2021 ($5500/Month) = $16,500
- July 2021 - June 2022 = $66,000
- July 2022 - May 2023 = $60,500 (Prorated, 11 months)

Total estimated amount for the three years is $143,000.

Recommendation: Staff recommends the board of trustees approve the District to utilize the California Department of Technology (CDT) statewide contract through CALNET Cellular Voice and Data (CVD) services, Agreement #C4-CVD-19-001-03 with Verizon Wireless.

Prepared by: Avtar Gill Title: Director of Technology

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

To the Board of Trustees: Meeting: February 11, 2021

Recommended Approval

5.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Schedule A to the STD Form 20

Verizon Wireless
Pricing and Information Sheet
State of California CALNET Contract #C4-CVD-19-001-03
Subcategory 19.1

Scope. On May 23, 2019, Verizon Wireless and the State of California, acting through the California Department of Technology, entered into agreement number C4-CVD-19-001-03 for wireless services (together with its exhibits and any amendments, the "Contract"). The Contract includes terms allowing Verizon Wireless to provide Eligible Entities Custom Service Plans ("CSP"). The Contract also allows for a transition of active lines of service purchased under California Participating Addendum # 7-10-70-16 ("PA"). This Schedule sets forth the method by which Verizon Wireless may make CSPs available to the Eligible Entity listed on the STD Form 20 and the Schedule A document to which this Schedule A document is attached ("Eligible Entity") for purchase under the Contract. The Schedule A document also outlines the manner by which the Eligible Entity's active lines of service will be transitioned from the PA to the Contract, and it lists the CSPs available for purchase by the Eligible Entity under the Contract. Verizon Wireless reserves the right to make changes to CSPs and the Schedule A in its sole discretion, including add, discontinue, or alter any plan or Equipment (as defined below). Eligible Entity will be notified of any changes that affect its then-current CSP and a new STD Form 20 or equivalent documents will be processed. All capitalized terms not defined in this Schedule A document will have the meaning provided in the Contract.

Equipment: Verizon Wireless is able to make equipment under CSPs ("Equipment") available to the Eligible Entity at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the Eligible Entity meeting certain conditions. If the Eligible Entity moves the Equipment to a Lesser Price Plan (as defined below), or disconnects the Equipment from the Verizon network, at any time during the first 24 months after the Equipment is activated, the Eligible Entity must pay a Subsidy Recovery (as defined below). A Lesser Price Plan is any one of the following: (a) for smart phones, any plan that is less than $19.99 per month, plus required data feature (voice and data bundles qualify) after any applicable discounts; (b) for internet devices, any plan that is less than $19.99 per month after any applicable discounts; or (c) for basic phones, any plan that is less than $14.99 per month after any applicable discounts. The Subsidy Recovery is the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Eligible Entity for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service at the original price plan.

Transition of California Participating Addendum # 7-10-70-16 ("PA") Service Plans to the CALNET C4-CVD-19-001-03 ("Contract"): The Parties agree to move identified active lines of service purchased under the PA by the Eligible Entity to the same 4G cellular service plan(s) (each a "Service Plan") available under the Contract. In the event a Service Plan purchased under the PA is not available for new lines-of-service under the Contract (including for purchase through the Site), the Eligible Entity will be allowed to continue with the Service Plan as a Customized Service Plan under the Contract until the line of service is either a) terminated, b) suspended or is otherwise set to inactive for more than 90 continuous days, or more than 180 days in any one year period, or c) moved to a different Service Plan available for purchase under the Site or otherwise under the Contract. All Purchase Orders issued as of the Effective Date must be placed under the Contract.

This Schedule A document together with the Contract set forth the understanding between the parties regarding the subject matter contained herein, and supersedes any and all previous communications, representations or agreements, whether oral or written. Any terms and conditions in a purchase order, acknowledgement, or any document other than a duly executed amendment to this Schedule A document or Contract, that are different or in addition to the terms and conditions of this Schedule A document or the Contract shall be deemed rejected and null and void.

CUSTOMIZED SERVICE PLANS (CSP)

Product Identifier: CA0800

LEGACY CUSTOM CALIFORNIA PLANS

3G/4G NATIONWIDE VOICE PLAN (On Network only) STATE OF CALIFORNIA GOVERNMENT LINES ONLY This Price Plan is NOT eligible for monthly access fee discounts.	
Monthly Access Fee	$0.00 (97397)
Anytime Voice Minutes	0
Voice Per Minute Rate On Network	$0.06
Domestic Long Distance	Included
Unlimited Night & Weekend Minutes	Included
Unlimited Mobile to Mobile Calling Minutes	Included
Text/Picture/Video Message Allowance	100 messages (76678) Optional allowances below are available to replace this allowance.
Text/Picture/Video Message Overage Rates	* Incoming Text $0.02 per message/Outgoing Text $0.10 per message, per recipient/Picture & Video $0.25 Incoming per message; Outgoing per message, per recipient
Domestic Data Rates	3G Basic phones $1.99 per MB or per data package 4G Basic phones have data blocked; data package may be selected. 3G and 4G Smartphones require a data package (86790)
OPTIONAL FEATURES	
Unlimited Smartphone Data**	$24.99 (86790)
4G Smartphone Mobile Hotspot	$10.00 (76445)
400 Text/Picture/Video Messages*	$3.00 (87755)
1100 Text/Picture/Video Messages*	$10.00 (87756)
Unlimited Text/Picture/Video Messages	$12.00 (75439)
Unlimited Push-to-Talk Plus***	$10.00 (device dependent) (3G 83312/4G 81301, 81815)

Note: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the Verizon Wireless 3G network, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G basic phones, 4G LTE basic phones, 3G smartphones, or 4G HD voice-capable smartphones.

**Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

***Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

3G/4G Smartphone Data Feature

STATE OF CALIFORNIA GOVERNMENT LINES ONLY

This Data Feature is NOT eligible for monthly access fee discounts

Monthly Access Fee	$24.99 (86790)
Monthly Domestic Data Allowance	Unlimited*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. **This feature must be added to the 4G NATIONWIDE VOICE PLAN (85191) when the device is a smartphone**. This feature cannot be used with any other price plans.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

State Associated Administrative Fee (SAAF) Charge: This feature is subject to a 2.5% fee applied to the Monthly Recurring Charge. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Data Packages for Basic Feature Phones Only

STATE OF CALIFORNIA GOVERNMENT LINES ONLY

These Data Features are NOT eligible for monthly access fee discounts

Monthly Domestic Data Allowance	Monthly Access Per Line when added to an eligible voice plan	Data Rate After Allowance
75 MB	$10.00 (77810)	$10.00 per each additional 75 MB of usage
300 MB	$12.00 (85533)	$15.00 per each additional GB of usage

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. These Features can be used with 3G/4G Nationwide for Government Share Calling Plans.

3G/4G Mobile Broadband Data Plan

STATE OF CALIFORNIA GOVERNMENT LINES ONLY

For Internet browsing, email, or intranet access.

This Price Plan is NOT eligible for monthly access fee discounts.

Monthly Access Fee	$37.99 (95431)
Monthly Data Allowance	Unlimited*

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the Verizon Wireless 3G and 3G Extended networks, while available. Lines activating on this plan must be on 3G or 4G mobile broadband devices. 4G service requires 4G equipment and 4G coverage.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

NATIONWIDE GOVERNMENT PLANS

3G/4G Nationwide Calling Plans with Unlimited Data

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$64.09 (38166)	$80.76 (38167)	$96.16 (38168)
Monthly Access Fee less discount	$49.35	$62.19	$74.04
Monthly Anytime Voice Minutes (sharing)	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited*		
Domestic Text/Picture/Video Messages	Unlimited		
Optional Features			
Domestic Push To Talk Plus**	$2.00 (device dependent) (3G 83270 / 4G 81174, 81129)		
Smartphone Mobile Hotspot	$10.00 (3G 82219 / 4G 76445)		

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G smartphones, or 4G HD voice-capable smartphones.

*Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

3G/4G Nationwide Add-a-Line Plan with Unlimited Data

The calling plan below reflects the monthly access fee discount. No additional discounts apply.

Monthly Access Fee	$35.99[1] (38181)
Monthly Anytime Voice Minutes	0 Minutes Minutes can share minutes from voice & data bundle plans
Domestic Voice Per Minute Rate	$0.25
Domestic Night & Weekend Minutes	Unlimited
Domestic Nationwide Mobile to Mobile	Unlimited
Domestic Long Distance	Included
Domestic Data Allowance	Unlimited*
Domestic Text/Picture/Video Messages	Unlimited

Notes: Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international. Lines activating on these plans must be on 3G smartphones, or 4G HD voice-capable smartphones.

[1]The $35.99 Add-a-Line plan can only be 50% of an account's total share lines. The $35.99 Add-A-Line plan shares Voice Minutes with the 3G/4G Nationwide Calling Plans with Unlimited Data.

* Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

3G/4G Nationwide for Government Share Calling Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	0 Minutes	100 Minutes	200 Minutes	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$15.99 (86137)	$30.75 (80006)	$34.99 (73736)	$38.45 (74539)	$55.12 (74541)	$70.50 (74543)
Monthly Access Fee less discount	$15.99[1]	$23.68	$26.94	$29.61	$42.44	$54.29
Monthly Voice Minutes (sharing)	0	100	200	400	600	1000
Friends & Family (up to 10 numbers per account)	Not Included				Included[2]	
Domestic Voice Overage Rate	$0.25 per minute					
Domestic Mobile to Mobile	Unlimited					
Domestic Night & Weekend Minutes	Unlimited					
Domestic Long Distance	Included					
Domestic Data Rates	3G Basic Phones - $1.99/ MB or per data package 4G Basic Phones have a data block; a data package may be selected. 3G and 4G Smartphones require a data package.					
Text/Picture/Video Message Allowance	100 messages (76678)					
Text/Picture/Video Message Overage Rates	Incoming Text $0.02 per message / Outgoing Text $0.10 per message, per recipient / Picture & Video $0.25 Incoming per message; Outgoing per message, per recipient					
Optional Features						
Unlimited Dom. Text/Picture/Video Messages	$12.00 (75439)					
Domestic Push To Talk Plus**	Not Available	$2.00 (device dependent) (3G 83270/4G 81174, 81129)				

Notes Current coverage details can be found at www.verizonwireless.com. See attached Calling Plan and Feature Details for important information about calling plans, features and options. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Usage outside of the United States will be billed at the international travel feature rate, if applicable, or pay as you go pricing, which can be found at www.verizonwireless.com/international.

[1]The $15.99 zero access plan can only be 50% of an account's total share lines. 4G service requires 4G Equipment and 4G coverage.

[2]Friends & Family eligibility varies on selected calling plan.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice Sharing: At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

NATIONWIDE GOVERNMENT INTERNATIONAL CALLING PLANS

4G Nationwide International Voice & Data Travel Plans

The calling plans below reflect the monthly access fee discount. No additional discounts apply.

	400 Minutes	600 Minutes	1000 Minutes
Monthly Access Fee (Account share)	$86.57 (38196)	$102.43 (38197)	$117.06 (38198)
Monthly Access Fee less discount	$66.66	$78.87	$90.14
Monthly Domestic Anytime Voice Minutes	400	600	1000
Friends & Family (up to 10 numbers per account)	Included		
Domestic Voice Overage Rate	$0.25 per minute		
Domestic Mobile to Mobile	Unlimited		
Domestic Night & Weekend Minutes	Unlimited		
Domestic Long Distance	Included		
Domestic Data Allowance	Unlimited[1]		
Domestic Text/Picture/Video Messages	Unlimited		
International Travel Data Allowance	Unlimited[2]		
GSM International Travel Voice Roaming	**Zone 1 Countries** (see list below)		**Zone 2 Countries** (see list below)
	$0.69 per minute		$1.99 per minute
4G Domestic Push To Talk Plus**	$2.00 (device dependent) (81129/81174)		

Notes: Current coverage details and additional plan information can be found at www.verizonwireless.com. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. Lines activating on these plans must be on 4G LTE GSM/UMTS Global-capable smartphones. [2]The international travel data allowance applies in Canada, Mexico, and the rest of the world where coverage is available; aircraft and cruise ship data usage is not included. To see supported countries and rates for services such as voice, messaging, and non-terrestrial (aircraft and cruise ship) voice rates, go to www.verizonwireless.com/international. Verizon Wireless will terminate a line of service if more than half of the usage over three consecutive billing cycles is outside of the United States, following 30 days' notice to Customer. Friends & Family eligibility varies on selected calling plan.

[1]**Domestic Data Allowance:** Verizon Wireless will limit the data throughput speeds should 25 GB of data usage be reached in any given billing cycle on any line. Data throughput speeds for additional usage will be limited for the remainder of the then-current bill cycle for the line(s) that exceed the 25 GB high-speed data usage threshold. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB with prior written notice.

** Push to Talk Plus terms and conditions apply. Push to Talk Plus feature requires a device that is compatible with the Push to Talk Plus service. Push to Talk Plus is only available in the United States.

Account Share Voice (Domestic Only): At the end of each billing cycle, any unused voice allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the highest overage need.

Zone 1 Countries are as follows: Aland Islands, Albania, American Samoa, Andorra, Anguilla, Antigua, Antarctica, Argentina, Aruba, Australia, Austria, Bahamas, Barbados, Belarus, Belgium, Belize, Bermuda, Bolivia, Bosnia and Herzegovina, Brazil, British Virgin Islands, Brunei, Bulgaria, Cambodia, Cayman Islands, Chile, China, Christmas Island, Colombia, Cook Islands, Costa Rica, Croatia, Cyprus, Czech Republic, Denmark, Dominica, Dominican Republic, Ecuador, El Salvador, England, Estonia, Falkland Islands, Faroe Islands, Fiji Islands, Finland, France, French Guiana, French Polynesia, Germany, Gibraltar, Greece, Greenland, Grenada, Guadeloupe, Guam, Guatemala, Guernsey, Guyana, Haiti, Honduras, Hong Kong, Hungary, Iceland, India, Ireland, Isle of Man, Italy, Jamaica, Jersey, Latvia, Liechtenstein, Lithuania, Luxembourg, Macau, Macedonia, Malaysia, Malta, Martinique, Moldova, Monaco, Montenegro, Nauru, Netherlands, Netherlands Antilles, New Caledonia, New Zealand, Nicaragua, Norfolk Island, Northern Ireland, Northern Mariana Island, Norway, Palau, Panama, Papua New Guinea, Paraguay, Peru, Poland, Portugal, Reunion, Romania, Russia, Samoa, San Marino, Scotland, Serbia, Singapore, Slovakia, Slovenia, Solomon Islands, Spain, South Korea, St. Barthelemy, St. Kitts and Nevis, St. Lucia, St. Martin, St. Vincent & Grenadines, Suriname, Svalbard, Sweden, Switzerland, Taiwan, Thailand, Tonga, Turkey, Turks and Caicos Islands, Ukraine, Uruguay, Vanuatu, Vatican City, Venezuela, Vietnam and Wales.

Zone 2 Countries are as follows: Afghanistan, Algeria, Angola, Armenia, Azerbaijan, Bahrain, Bangladesh, Benin, Bhutan, Botswana, Burkina Faso, Burundi, Cameroon, Cape Verde Islands, Central African Republic, Chad, Comoros, Congo, Cuba, Djibouti, East Timor, Egypt, Equatorial Guinea, Ethiopia, Gabon, Gambia, Georgia, Ghana, Guinea, Guinea Bissau, Indonesia, Iraq, Israel, Ivory Coast, Japan, Jordan, Kazakhstan, Kenya, Kuwait, Kyrgyzstan, Laos, Lebanon, Lesotho, Liberia, Libya, Madagascar, Malawi, Maldives, Mali, Mauritania, Mauritius, Mayotte Island, Micronesia, Mongolia, Montserrat, Morocco, Mozambique, Myanmar, Namibia, Nepal, Niger, Nigeria, Oman, Pakistan, Philippines, Qatar, Rwandese Republic, Sao Tome and Principe, Saudi Arabia, Senegal, Seychelles, Sierra Leone, South Africa, Sri Lanka, South Sudan, Sudan, Swaziland, Syria, Tajikistan, Tanzania, Togo, Trinidad and Tobago, Tunisia, Turkmenistan, Uganda, United Arab Emirates, Uzbekistan, Western Sahara, Yemen, Zambia and Zimbabwe. Other available countries will be billed at the Zone 2 rates. The list of countries is subject to change.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

WIRELESS DATA SERVICES

Flexible Business Plans For Data Devices

The plans below reflect the monthly access fee discount. No additional discounts apply.

	Connected Devices	Connected Devices, Tablets, Netbooks, Notebooks	Connected Devices, Tablets, Netbooks, Notebooks, Jetpacks, USBs, Mobile Broadband Devices				
Monthly Access Fee	**$5.00** (92739)	**$10.00** (92741)	$35.00 (92742)	$45.00 (92744)	$55.00 (92745)	$65.00 (92746)	$75.00 (92747)
Monthly Access Fee less discount	**$5.00**	**$10.00**	**$26.95**	**$34.65**	**$42.35**	**$50.05**	**$57.75**
Shared Data Allowance	1 MB	100 MB	2 GB	4 GB	6 GB	8 GB	10 GB
Data Overage Rate	$10.00 per GB						

Notes: Current coverage details and additional plan and feature information can be found at www.verizonwireless.com. 4G service requires 4G Equipment and 4G coverage. Government subscribers only.

Data Sharing: These plans only share with other lines on these plans. At the end of each bill cycle, any unused data allowances for lines sharing on the same account will be applied to the overages of the other lines on the same account beginning with the line with the lowest overage need. Plan changes may not take effect until the billing cycle following the change request.

State Associated Administrative Fee (SAAF) Charge: These plans and features are subject to a 2.5% fee applied to the Monthly Recurring Charges and any per minute and/or per megabyte usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

PUBLIC SAFETY WIRELESS VOICE & DATA PLANS

Custom 4G Unlimited Smartphone Plan with Mobile Broadband Priority and Preemption for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable smartphones can be activated on this plan.

Monthly Access Fee	**$39.99** (16807)
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance[1]	Unlimited
Domestic Messaging Allowance	Unlimited
Optional Features	
Domestic Mobile Hotspot	$5.00 additional per month (76440)
Push-to-Talk Plus	$2.00 additional per month (device dependent) (81129/81174)

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. [1] Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced to 600kbps for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 480p. This service plan includes Mobile Broadband Priority and Preemption. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Preemption automatically activates to provide approved personnel uninterrupted access to the network in those uncommon times when the network is fully utilized. 911 calls are never preempted. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan and features are subject to a 2.5% fee applied to the Monthly Recurring Charges. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Custom Unlimited Basic Phone Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	**$22.99 (16810)**
Monthly Minutes in U.S	Unlimited
Domestic Data Allowance	100MB
Domestic Messaging Allowance	Unlimited
Domestic Data Overage	$10.00 per GB

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any overage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Custom Unlimited Push to Talk Plus Only Plan for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Monthly Access Fee	**$17.99 (96626/ 96625)**
Monthly Push to Talk Plus Minutes	Unlimited
Domestic Voice Per Minute Rate	$0.25

Notes: No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. This service plan is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge and any per minute usage. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Custom 4G Unlimited Mobile Broadband Plan with Mobile Broadband Priority for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

This plan is not eligible for monthly access fee discounts.

Only 4G LTE GSM/UMTS global-capable devices can be activated on this plan.

Monthly Access Fee	**$37.99 (20312)**
Domestic Data Allowance[1]	Unlimited

Notes: Current coverage details and non-domestic data rates can be found at www.verizonwireless.com. No domestic roaming or long distance charges. Coverage includes the Verizon Wireless 4G network; and the 3G and 3G Extended networks, while available. [1] Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event data usage exceeds 25GB each billing cycle for three (3) consecutive billing cycles, data throughput speeds will automatically be reduced for data usage exceeding 25GB per billing cycle on a go-forward basis. Data usage for actively engaged and deployed fire, police, emergency medical technicians, emergency management agency, and assigned federal law enforcement users on this plan will not be subject to speed reductions regardless of data usage during any billing cycle. To ensure users are able to maximize their high-speed data use for business applications, video applications will stream at 720p. This service plan includes Mobile Broadband Priority. Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. Devices utilized in conjunction with this plan are limited to mobile device applications. Dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited on this rate plan. This plan is only available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

State Associated Administrative Fee (SAAF) Charge: This plan is subject to a 2.5% fee applied to the Monthly Recurring Charge. Prices stated above do not include the SAAF. The SAAF will appear as a separate line on the customer's invoice.

Verizon Wireless Preemption Service Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee Per MDN	**$0.00**

NOTE: Preemption Service ("Preemption") is a capability that reallocates network resources to customers so that they can connect in emergencies. In those uncommon times when the network is fully utilized, Preemption automatically activates to provide approved personnel uninterrupted access to the network. It helps ensure our national security, public safety, and emergency preparedness customers can continue to communicate with each other during times of high network use. Preemption capability is available on the Verizon Wireless 3G and 4G LTE data network. While Preemption capability may also be available on the networks of Verizon Wireless's domestic roaming partners, Verizon Wireless makes no representation of Preemption availability or reliability on such networks. Preemption is limited to select service rate plans and cannot be used in conjunction with devices or service plans utilized with dedicated internet connections (including but not limited to, stationary wireless networking router devices), streaming video on non-smartphone devices (including but not limited to, body cameras and stationary video surveillance cameras), and IoT devices are expressly prohibited from using this feature. Please note: Calls to 911 are never preempted. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaska Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

Mobile Broadband Priority Feature for National Security, Public Safety, and Emergency Preparedness

Government Liable Subscribers Only

Monthly Access Fee	**$0.00** (86124)

Mobile Broadband Priority ensures customers can connect to the network with priority by leveraging a pool of radio resources dedicated to enable their connection. Mobile Broadband Priority identifies the user with an Access Priority setting, giving them higher priority for network access than lower Access Class users. This feature is available to National Security, Public Safety, and Emergency Preparedness customers only as defined by the following NAICS (formerly SIC) Codes:

922110 Courts	923120 Administration of Public Health Programs
922130 Legal Counsel and Prosecution	928110 National Security
922140 Correctional Institutions	926120 Regulation and Administration of Transportation Programs
922150 Parole Offices and Probation Offices	926150 Regulation, Licensing, and Inspection of Misc. Commercial Sectors
922190 Other Justice, Public Order, and Safety Activities	926130 Regulation and Administration of Comms, Electric, Gas, and Other Utilities
485111 Mixed Mobile Transit Systems (Rail and Buses)	921150 American Indian and Alaskan Native Tribal Governments
485112 Commuter Rail Systems	921190 Other General Government Support
	921110 Executive Offices

Verizon Wireless Plan and Feature Details

Verizon Wireless Plan and Feature Details only apply to the Customized Service Plans available on the CALNET contract.
Certain agreed upon revisions to the Contractor's standard terms are set forth in this Catalog Attachment A. Such mutually agreed upon terms shall take precedence over any conflicting terms in the Contractor's standard Acceptable Use Policy as may be modified from time to time.
To the extent that this Catalog Attachment A conflicts with other provisions in the Contract, the terms set forth in the Contract shall take precedence, pursuant General Provisions Section 14 (Order of Precedence). Catalog Attachment A may be modified by the mutual written consent of the parties.
Plans and Associated Charges: Billing, shipping and end-user address must be within an area where Verizon Wireless is licensed and provides service. Charges for calls will be based on the cell sites used, which may be outside the calling plan coverage area even when the subscriber is physically within the coverage area. Time of the call is based on the telephone switching office that carries the call, which may be different from the time of day shown on subscriber's phone. Unused monthly minutes and/or Megabytes are lost. On outgoing calls, charges start when subscriber presses **SEND** or the call connects to a network, and on incoming calls, when the call connects to a network (which may be before it rings). A call may end several seconds after subscriber presses **END** or the call disconnects. Calls made on the Verizon Wireless network are only billed if they connect (which includes calls answered by machines). Billing for airtime and related charges may sometimes be delayed. Calls to "911" and certain other emergency services are toll-free and airtime-free. Airtime may be charged when dialing toll-free numbers.
Anytime Minutes: Anytime Minutes apply when making or receiving calls from a calling plan's rate and coverage area. Coverage information is available at www.verizonwireless.com. Airtime is rounded up to the next full minute. Allowance minutes/Megabytes are not transferable except as may be available on plans with sharing. In order to gain access to coverage in newly expanding markets, subscribers must periodically dial *228 to update roaming information from voice or Smartphone devices; from the VZAccess Manager, go into "Options" and click "Activation," while in the National Enhanced Services Rate and Coverage Area every three months. This may alter the rate and coverage area. Automatic roaming may not be available in all areas and rates may vary. Roaming charges may be delayed to a later bill.
Long Distance: Unlimited domestic long distance is included when calling from the plan's rate and coverage area, unless otherwise specified in the plan.
Unlimited Messaging: Unlimited Messaging is included with select plans and is available in the National Enhanced Services rate and coverage area in the United States. Messaging applies when sending and receiving (i) text, picture and video messages to and from Verizon Wireless and Non-Verizon Wireless customers in the United States, (ii) Text, picture, and video messages sent via email, (iii) Instant messages, and (iv) Text messages with customers of wireless carriers in Canada, Mexico, Puerto Rico, and the U.S. Virgin Islands. Messaging is subject to Text, Picture, and Video Messaging Terms and conditions. Premium messages are not included. **Friends & Family for Business:** Calls directed to and received from an account's listed Friends & Family numbers shall not use Monthly Anytime Voice Minutes. For Nationwide for Business plans with 900 minutes or more or 450 minute plan with the share option can add up to ten (10) Friends & Family numbers. Only calls from Nationwide Coverage Area to designated domestic landline or wireless numbers (excluding Directory Assistance, 900 numbers, or customer's own wireless or Voicemail access numbers) may be added; all qualifying lines on an account share the same Friends & Family numbers, up to account's eligibility limits; My Verizon, My Business Account or Verizon Enterprise Center is required to set up and manage Friends & Family numbers.
Mobile to Mobile Calling: Mobile to Mobile Calling minutes apply when making calls directly to or receiving calls directly from another Verizon Wireless subscriber while in the Nationwide Rate and Coverage area. Mobile to Mobile calls must originate and terminate while both Verizon Wireless subscribers are within the Mobile to Mobile Calling area. Mobile to Mobile Calling is not available (i) with fixed wireless devices with usage substantially from a single cell site, (ii) for data usage including Push to Talk Plus calls, Picture or Video Messaging (iii) if Call Forwarding or No Answer/Busy Transfer features are activated, (iv) for calls to Verizon Wireless customers using any of the International services, (v) for calls to check Voice Mail, (vi) in those areas of Louisiana and Mississippi where the users roaming indicator flashes, (vii) in Canada and Mexico and (viii) to users whose current wireless exchange restricts the delivery of Caller ID And (viiii) for incoming calls if Caller ID is not present or Caller ID Block is initiated. Mobile to Mobile Calling minutes will be applied before Anytime Minutes.
Night and Weekend Minutes: Apply to calls made in a calling plan's rate and coverage area only during the following hours: 12:00 am Saturday through 11:59 pm Sunday and 9:01 pm to 5:59 am Monday through Friday. If both Night and Weekend and Mobile to Mobile Calling minute allowances apply to a given call, Mobile to Mobile Calling minutes will apply before Night and Weekend minutes. However, if either allowance is unlimited, the unlimited allowance will always apply first.
Nationwide for Business Share Option: The Share Option is available to businesses with a minimum of five (5) Nationwide for Business lines on the same account with the share option. The Monthly Anytime Minutes of all lines on an account will be aggregated, and then allocated first to the line with the highest anytime minute usage, and then to the line with the next highest usage.
Push to Talk Plus: Push to Talk Plus (PTT+) capable Equipment required. Push to Talk Plus capable Equipment can only be used with a Push to Talk Plus calling plan. **Subscribers switching from a Push to Talk** Plus **Calling Plan to another calling plan may not be able to use certain Push to Talk** Plus **capable Equipment with the new plan.** Push to Talk Plus calls may only be made with other Verizon Wireless Push to Talk Plus subscribers. Push to Talk Plus Subscribers may initiate or participate on a call, simultaneously, with as many as 250 total participants (total is limited to (50) if interoperating between 3G and 4G participants). Administrators can be designated to manage the Push to Talk contact lists via a single website interface with a single user name/password. . Existing Push to Talk Subscriber Equipment may require a software upgrade to use Push to Talk Plus or replacement with a Push to Talk Plus capable device. Push to Talk Plus is only available within the National Enhanced Services Rate and Coverage Area and WiFi access points. There will be a delay from the time a Push to Talk Plus call is initiated until the Push to Talk Plus call is first received by the called party. If an incoming voice call is received while on a Push to Talk Plus call the voice call may be answered and the Push to Talk Plus placed on hold. If an incoming Push to Talk Plus call is received while on a Push to Talk Plus call the PTT call icon can be selected to connect to the Push to Talk Plus call. If the incoming voice or Push to Talk Plus call is not answered a missed call alert will display. Network registration information will be sent to the Equipment each time it is powered on in the National Enhanced Services Rate and Coverage Area, each time the Subscriber travels into the National Enhanced Services Rate and Coverage Area, and every 12 hours if the Subscriber stays within the National Enhanced Services Rate and Coverage Area. While the updated network registration information is being sent to the Equipment, incoming voice calls will go directly to voice mail. Contact list cannot be modified from certain Equipment. Subscriber cannot prevent others who have the Subscriber's MTN from entering the MTN into their Push to Talk

contact list. Only one person can speak at a time during a Push to Talk Plus call. In-Call Talker Override (Talker Priority) allows a pre-determined user priority to take the floor to communicate urgent message over participant. Push to Talk Plus services cannot be used for (i) access to the Internet, intranets or other data networks, except as the device's native applications & capabilities permit, (ii) any applications that tether Equipment to laptops, personal computers or other devices for any purpose. Please visit our website www.verizonwireless.com for additional Push to Talk Plus information.

International Long Distance: You need International Eligibility to make international calls to most countries, but you can make calls to some North American destinations without it. Additional surcharges may apply when calling certain countries; see verizonwireless.com/International for details.

Verizon Wireless International Long Distance Value Plan: International Eligibility required to call most countries. Value Plan feature is not available on all Plans. Rates are subject to change without notice. Standard International Long Distance rates apply in addition to airtime charges per your Plan on calls made from the Verizon Wireless network. Rates and service availability may vary when your phone's banner displays "Extended Network." Value Plan rates apply only on calls to Value Plan Countries made from your Plan's Rate and Coverage Area. If a subscriber's Plan's Rate and Coverage Area includes calls to any Value Plan country, those calls will be billed per the Plan. Except when roaming on another carrier's network, in which case that carrier's rates, taxes and surcharges apply. For Value Plan subscribers, calls made from the Verizon Wireless network to countries not included in the Value Plan will be billed at standard International Long Distance rates. Additional surcharges may apply when calling certain destinations, see www.verizonwireless.com/international for details.

International Roaming: Some services, such as premium text messaging, directory assistance, entertainment lines and third-party services, may be available, and charges for these services will be billed (along with applicable toll charges) in addition to roaming rates. Message-waiting-indicator service is not available where Text Messaging is not available. When using International Phone, or International Data services, or if you subscribe to a Nationwide Plus Canada or Nationwide Plus Mexico Plan, and you're roaming near country borders, calls may be carried by a cell site located in a neighboring country and billed at that country's rates. Verizon Wireless will terminate your service for good cause if less than half of your voice or data usage over three consecutive billing cycles is on the Verizon Wireless National Enhanced Services Rate and Coverage Area. See verizonwireless.com/International for rates and destinations, which are subject to change without notice. International Eligibility required for GSM roaming, and for roaming in many destinations. Rates, terms and conditions apply only when roaming on participating GSM networks in published destinations. Availability of service, calling features, and Text messaging varies by country and network and may be restricted without notice. You must add International Eligibility to your account to roam in many destinations. Visit verizonwireless.com/naroaming. By using Equipment outside the United States, subscriber is solely responsible for complying with all applicable foreign laws, rules and regulations ("Foreign Laws"), including Foreign Laws regarding use of wireless phones while driving and use of wireless camera phones. Verizon Wireless is not liable for any damages that may result from subscriber's failure to comply with Foreign Laws.

Roaming in GSM countries: GSM International Phone, activated in the United States with compatible subscriber Identity Module (SIM) card required. Rates, terms and conditions apply only when roaming on participating GSM networks in published International Phone countries. Service may be available in additional countries, but airtime rates, availability of calling features, and ability to receive incoming calls (including return calls from emergency services personnel) may be restricted. See www.verizonwireless.com for coverage and airtime rates. Service in certain countries may be blocked without prior notice. Text messaging rates are subject to change. Text messages may be sent only to MTNs of (i) Verizon Wireless customers, and (ii) customers of foreign wireless carriers that participate in international text messaging. **Data Services:** Verizon Wireless charges you for all data and content sent or received using our network (including any network overhead and/or Internet Protocol overhead associated with content sent or received), as well as resolution of Internet Protocol addresses from domain names. Sending or receiving data using a virtual private network (VPN) involves additional VPN overhead for which you will be charged. Please note that certain applications or widgets periodically send and receive data in the background, without any action by the user, and you will be billed for such data use. Applications may automatically re-initiate data sessions without you pressing or clicking the SEND or connect button. Data sessions automatically terminate after 24 hours. A data session is inactive when no data is being transferred. Data sessions may seem inactive while data is actively being transferred, or may seem active when the data is actually cached and data is not being transferred. If you have a Data Only plan and use voice service, domestic voice calls will be billed.

Verizon Wireless strives to provide customers with the best experience when using our network, a shared resource among tens of millions of customers.

To further this objective, Verizon Wireless has implemented Network Optimization Practices designed to ensure that the overwhelming majority of data customers aren't negatively impacted by the inordinate data consumption of a few users. The reduction can last for the remainder of the current bill cycle and the immediately following bill cycle to ensure high quality network performance for other users at locations and times of peak demand. If you download an audio or video file, the file may be downloaded in sections or in its entirety; data charges will apply to the portion downloaded, regardless of whether you listen to or watch all of it. You may access and monitor your own data usage during a particular billing period, including during the Return Period, by accessing My Verizon online or by contacting Customer Service.

Data Services: Permitted Uses: You can use Verizon Wireless Data Services for accessing the Internet and for such uses as: (i) Internet browsing; (ii) email; (iii) intranet access (including accessing corporate intranets, email and individual productivity applications made available by your company); (iv) uploading, downloading and streaming of audio, video and games; and (v) Voice over Internet Protocol (VoIP).

Data Services: Prohibited Uses. You may not use our Data Services for illegal purposes or purposes that infringe upon others' intellectual property rights, or in a manner that interferes with other users' service, that violates trade and economic sanctions and prohibitions as promulgated by the Departments of Commerce, Treasury or any other U.S. government agency, that interferes with network's ability to fairly allocate capacity among users, or that otherwise degrades service quality for other users. Examples of prohibited usage include: (i) server devices or host computer applications that are broadcast to multiple servers or recipients such that they could enable "bots" or similar routines (as set forth in more detail (ii) below) or otherwise denigrate network capacity or functionality; (ii) "auto-responders,""cancel-bots," or similar automated or manual routines that generate amounts of net traffic that could disrupt net user groups or e-mail use by others; (iii) generating "spam" or unsolicited commercial or bulk e-mail (or activities that facilitate the dissemination of such e-mail); (iv) any activity that adversely affects the ability of other users or systems to use either Verizon Wireless' services or the Internet-based resources of others, including the generation of dissemination of viruses, malware, or "denial of service" attacks; (v) accessing or attempting to access without authority, the information, accounts or devices of others, or to penetrate, or attempt to penetrate Verizon Wireless' or another entity's network or systems; or (vi) running software or other devices that maintain continuous active Internet connections when a computer's connection would otherwise be idle or "any keep alive"

functions, unless they adhere to Verizon Wireless" requirements for such usage, which may be changed from time to time.

Verizon Wireless further reserves the right to take measures to protect our network and other users from harm, compromised capacity or degradation in performance. These measures may impact your service, and Verizon Wireless reserves the right to deny, modify or terminate service, with or without notice, to anyone Verizon Wireless believes is using Data Services in a manner that adversely impacts the Verizon Wireless network. **Verizon Wireless may monitor your compliance, or other subscribers' compliance, with these terms and conditions, but Verizon Wireless will not monitor the content of the communications except as otherwise expressly permitted or required by law. [See verizonwireless.com/privacy]**

Unlimited Data Plans and Features (such as NationalAccess, BroadbandAccess, Push to Talk Plus, and certain VZEmail services) may ONLY be used with wireless devices for the following purposes: (i) Internet browsing; (ii) email; and (iii) intranet access (including access to corporate intranets, email, and individual productivity applications like customer relationship management, sales force, and field service automation). The Unlimited Data Plans and Features MAY NOT be used for any other purpose. Examples of prohibited uses include, without limitation, the following: (i) continuous uploading, downloading or streaming of audio or video programming or games; (ii) server devices or host computer applications, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, automated machine–to–machine connections or peer–to–peer (P2P) file sharing; or (iii) as a substitute or backup for private lines or dedicated data connections. This means, by way of example only, that checking email, surfing the Internet, downloading legally acquired songs, and/or visiting corporate intranets is permitted, but downloading movies using P2P file sharing services and/or redirecting television signals for viewing on laptops is prohibited.

For individual use only and not for resale. We will protect our network from harm, which may impact legitimate data flows. We will limit throughput or amount of data transferred exceeding 25 GB in any given billing cycle on any line, in any given billing cycle, for all additional usage for the remainder of the then-current bill cycle for the line that exceeds the data usage, and reserve the right to deny or terminate service, without notice, to anyone we believe is using an Unlimited Data Plan or Feature in any manner prohibited above or whose usage adversely impacts our network or service levels. Anyone using more than 25 GB per line in a given billing cycle is presumed to be using the service in a manner prohibited above, and we reserve the right to immediately terminate the service of any such person without notice. We reserve the right to adjust data throughput limitation thresholds to as low as 5GB in with prior written notice. We also reserve the right to terminate service upon notification to the customer.

Unlimited VZAccess and VZEmail: NationalAccess, BroadbandAccess, and InternationalAccess data sessions may be used for the following purposes: (i) Internet browsing, (ii) e-mail, and (iii) intranet access (including access to corporate intranets, e-mail and individual productivity applications like customer relationship management, sales force and field service automation). Unlimited VZAccess, VZEmail and Push to Talk Plus services cannot be used (i) for uploading, downloading or streaming of movies, music or games, (ii) with server devices or with host computer applications, other than applications required for BlackBerry or Wireless Sync service, including, but not limited to, Web camera posts or broadcasts, automatic data feeds, Voice over IP (VoIP), automated machine-to-machine connections, or peer-to-peer (P2P) file sharing, or (iii) as a substitute or backup for private lines or dedicated data connections. Additionally, Unlimited VZEmail services cannot be used for, (i) access to the Internet, intranets or other data networks, except as the Equipment's native applications and capabilities permit, or (ii) for any applications that tether Equipment to laptops or personal computers other than for use of the Wireless Sync or BlackBerry Solutions. Unlimited BroadbandAccess and NationalAccess data sessions automatically terminate after 2 hours of inactivity, unless Subscriber has Mobile IP (MIP) capable Equipment

Data Roaming:. International Eligibility is needed to roam in many destinations. Current coverage details, and list of Other Available Countries can be found at www.verizonwireless.com/International.

International Data Optional Features: International PC Card required for international use. International PC Cards will not work in the United States or Canada and International Data Optional Features subscribers will need a NationalAccess or Mobile Broadband PC card for domestic use. The domestic and International PC Cards cannot be used at the same time. Prior to leaving the United States, subscribers must install International Data Optional Features VZAccess Manager℠ and run the OTA wizard. International Data Optional Features subscribers must activate and update their Preferred Roaming lists while in the National Enhanced Services Rate and Coverage Area every three months. Verizon Wireless reserves the right to terminate the service of any subscriber whose total usage is less than half on the Verizon Wireless National Enhanced Services Rate and Coverage Area over three consecutive billing cycles. .

International Email SIM Cards: SIM Cards are available for use with your International PC Card, International Smartphone, or International Phone. Verizon Wireless is not responsible for any unauthorized use of subscriber's SIM Cards and subscriber must safeguard security codes. Placing your InternationalEmail SIM in any other non BlackBerry or Smartphone device could result in additional charges or termination of service. Upon termination of service, subscriber must destroy SIM Card

M2M Data Plan Terms and Conditions

A data session is inactive when no data is being transferred, and may seem inactive while data is actively being transferred to a device, or seem active when actually cached and not transferring data. Customer must maintain virus protection when accessing the service and is responsible for all data sent and received including "overhead" (data that is in addition to user-transmitted data, including control, operational and routing instructions, error-checking characters as well as retransmissions of user-data messages that are received in error) whether or not such data is actually received. Verizon Wireless will not be liable for problems receiving Service that result from Customer's device.

Megabyte (MB) Data Plans: M2M data usage is rounded to next full kilobyte at end of each billing cycle. Any unused portion of the megabyte allowance is lost. Equipment will not indicate kilobyte usage.

Data Roaming I-Dial is needed to roam in many destinations. Only the Canadian Broadband Rate and Coverage Area supports EV-DO.

M2M Data Plan Share Options

Share Options: Sharing is available only among Government Subscribers on applicable M2M Low Usage and High Usage calling plans.

Account Share: Customer may activate up to 15 share groups per account. Sharing is available only among M2M Lines on the Mobile Broadband M2M Account Share Plans **on the same billing account, in the same usage group** (Low Usage and High Usage plans cannot share with each other). Unused KBs will be distributed to M2M Lines with an overage on an as needed basis to M2M Lines **on the same billing account** that have exceeded their MB allowance during the same monthly billing period. At the end of each bill cycle any unused KBs allowances will be applied to the overages of the other M2M Lines on the same account beginning with the line with the lowest overage need until depleted. Customers subscribing to Mobile Broadband M2M Account Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Profile Share Plans.

Profile (Multi-Account) Share: Customer may activate one (1) share group per profile (Low Usage and High Usage plans cannot share with each other); however, customer may have multiple bill accounts on the same profile. Sharing is available only among M2M Lines on the Mobile Broadband M2M Multi-Account Share Plans **on the same profile, in the same usage group**. Each sharing M2M Lines unused KBs will pass to other sharing M2M Lines that have exceeded their data allowance during the same monthly bill cycle. Unused KBs will be distributed proportionally as a ratio of the KBs needed by each applicable M2M Line to the total KBs needed by all sharing M2M Lines **on the same profile**. Customers subscribing to Mobile Broadband M2M Profile Share Plans will be billed on separate billing accounts and invoices from Subscribers to the Mobile Broadband M2M Account Share Plans.

Note: [1]A profile is defined as a Customer's overarching account of record under which Customer may have multiple billing accounts

Verizon Wireless' pricing does not include federal, state, local or foreign fees, assessments or other charges (collectively "fees"), which must be billed based on the jurisdiction in which the subscriber's cellular number is set up and located. Fees vary by state and local areas and are subject to change without notice.

Verizon Wireless cannot provide a comprehensive list of all charges and regulatory fees required and assessed when using a wireless device because they vary greatly from one jurisdiction to another.

In addition to taxes, surcharges and fees that we are required to collect, we will also collect charges to recover or help defray costs of taxes and governmental surcharges and fees imposed on us, and costs associated with governmental regulations and mandates on our business. These charges include, among others, a Regulatory Charge and a Federal Universal Service Charge, and are described below in more detail. These charges are Verizon Wireless charges, not taxes, and are subject to change. Because these charges are not taxes, your tax exemptions, if any, will not apply to these charges.

Federal Universal Service Charge

Wireless carriers are assessed by the federal government to fund the delivery of universally-affordable telecommunications and information services under the Federal Universal Service Fund (FUSF) program.

The Federal Universal Service Charge (FUSC) collected by Verizon is a percentage of the customer's monthly bill and is used to defray the costs of the FUSF. The FUSC is collected on most items on the bill, other than data charges for wireless broadband Internet access, equipment charges and taxes. As of April 1, 2020, the basic FUSC rate is 19.60% and changes quarterly. The FUSC rate for bundled minute plans is 5.67% if the customer does not exceed the included number of minutes. The 19.60% rate applies to long distance interstate calls that exceed the customer's included bundle of minutes. Other services, such as VOIP, are charged a lower FUSC rate.

- Cellular Access for voice calling plans (only on first 79% of this item)
- Verizon Wireless Toll
- Roaming Charges
- Activation Charges
- Re-connect fees
- Landline Connect Fee
- TXT Messaging monthly service
- TXT Messaging usage
- Airtime usage for voice calls
- Mobile to Mobile feature
- Nights and Weekends feature
- Toll free feature

The quarterly percentage rate described above for the FUSC is applied in our billing system.

Verizon Wireless also imposes state universal service charges. These charges vary by jurisdiction and are subject to change depending on changes in the state universal service impositions on Verizon Wireless.

Regulatory Charge
The Regulatory Charge is an assessment that helps defray our ongoing costs of complying with various governmental mandates and assessments. Examples include:

- The cost of the license fees assessed by the FCC.
- Costs assessed by the FCC to administer local number portability requirements.

This charge is subject to change over time upon notice and is taxable in most jurisdictions.
Regulatory fees impacting the wireless industry are constantly evolving and are subject to change without notice. For more information you can visit the FCC's website at www.fcc.gov.

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 27, 2021

Subject: **KIPP Bay Area Schools Facilities Use Agreement**

Staff Analysis: KIPP Bay Area Schools operate the Heartwood Academy and Prize Preparatory Academy charter schools in the District pursuant to petitions previously granted by the District. The District currently provides charter school facilities to the charter schools at the District's former Miller school site located at 1250 S. King Road, San Jose, CA 95122. Pursuant to the state charter school laws, the District must provide the charter schools with facilities for its charter school programs. Education Code section 47614(b) provides in part:

Each school district shall make available, to each charter school operating in the school district, facilities sufficient for the charter school to accommodate all of the charter school's in-district students in conditions reasonably equivalent to those in which the students would be accommodated if they were attending other public schools of the district. Facilities provided shall be contiguous, furnished, and equipped, and shall remain the property of the school district.

In addition, Board Policy 7161 provides that the District:
1. Shall not enter into any lease of District land with any person or entity for any reason for a total term of more than five (5) years; and
2. Shall not enter into any lease of District land that allows for the assignment of the lease or the sublease of all or any portion of the leased premises by the tenant to any person or entity.

The charter schools have requested reasonably equivalent facilities for their charter school operations.

The Facilities Use Agreement will be provided under a separate cover.

Recommendation: Administration recommends the charter school Facilities Use Agreement for Board consideration and approval. The agreement is for a five (5) year term and meets the requirements of Board Policy 7161.

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

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Recommend Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District and

KIPP Public Schools Northern California

Facilities Use Agreement and MOU

The Alum Rock Union Elementary School District (the "District") and KIPP Bay Area Schools, a California nonprofit public benefit corporation doing business as KIPP Public Schools Northern California ("KIPP") and operating Heartwood Academy Charter School ("Heartwood") and KIPP Prize Preparatory Academy Charter School ("Prize") (individually, each a "Charter School" and collectively the "Charter Schools") have determined that the District will satisfy its Proposition 39 obligations for the 2021-2026 school years by providing school facilities to KIPP for the purposes of operating the Charter Schools' educational programs in accordance with their respective charters at the District's former Miller Elementary School site located at 1250 S. King Road, San Jose, Calif. 95122, San Jose, California (the "Site") on the terms and conditions provided herein.

The District and KIPP (individually, each a "Party" and collectively the "Parties") desire to set forth their rights and obligations arising from the use by Charter Schools of the facilities at the Site.

The Parties, in consideration of the mutual covenants, representations and agreements contained herein, hereby agree as follows:

1. Terms, Permitted Uses, Termination

1.1 This Agreement shall commence on July 1, 2021 and terminate on June 30, 2026 (the "Term").

1.2 Upon termination of this Agreement, KIPP shall fully vacate the Charter Schools from the Site and shall fully vacate the Dedicated Space in a reasonably similar condition to that which existed at the commencement of this Agreement, reasonable wear and tear excepted. KIPP shall remove all personal property of the Charter Schools from the Site at KIPP's expense and on or prior to the expiration or earlier termination of this Agreement. All furniture, fixtures and equipment provided by District for Charter Schools' use at the Site shall remain the property of the District and shall be returned to the District in good working condition, reasonable wear and tear excepted. The Parties shall cooperate in preparing an inventory of all such District property provided by the District for use by Charter Schools.

1.3 KIPP shall have exclusive use of the Dedicated Space (as defined below) for the purposes and activities and grade levels stated in the Charter Schools' respective approved charters and for no other purpose. KIPP agrees to comply with the Civic Center Act (Education Code Section 38130, *et seq.*) by making the Site accessible to members of the community after 6:00 PM on weekdays Charter School classes are in session, and all day on weekends,

holidays and during Charter Schools' vacations/breaks. Civil Center Act requests for use of the Site by parties other than KIPP shall be evaluated and handled by the District, but coordinated with KIPP within five (5) business days of receipt by the District. The District shall cooperate with KIPP to minimize any disruption to the Charter Schools' educational programs and activities at the Site.

1.4 The District has the right to terminate this Agreement as to either Charter School in accordance herewith should Charter School (either of them) fail to utilize the space for educational academic purposes consistent with California law and Charter Schools' approved charters and this Agreement. Additionally, this Agreement shall automatically terminate as to either Charter School upon the revocation of either Charter School's respective charter, subject to exhaustion of the Charter School's administrative and statutory appeals per the Education Code. In addition, KIPP may terminate either Charter School's use of the Site under this Agreement for any reason upon ninety (90) days' written notice to the District, provided that District shall have all rights and remedies for any breaches or pursuant to Section 11 herein. In the event that either Charter School fails to utilize the space for educational academic purposes for any reason, the allocation of Dedicated Space shall be reduced proportionately based on the most recent P-2 in-District ADA for the remainder of the Term such that the remaining Charter School has use of reasonably equivalent teaching station, specialized classroom and non-teaching station spaces at the Site in accordance with 5 C.C.R. § 11969.3, the fees and charges charged to the remaining Charter School shall be adjusted accordingly, and the District shall have the right to recapture and use the Dedicated Space previously used by the non-remaining Charter School, subject to the remaining Charter School's continued access as shared space.

1.5 KIPP acknowledges that the Charter Schools' Dedicated Space (described in Section 3 below) is located at District's Miller School site. KIPP shall not sublet, license or allow any outside organization or individual not affiliated with either Charter School to use any of the District's property or the Site or the Dedicated Space without prior written approval by the District, to be requested in advance of said event per the District's Use of Facility Process unless otherwise allowed by the District. KIPP does not have the authority to issue a permit or to authorize the use of all or any portion of the District's property or the Site to any third party or person for uses or purposes unrelated to Charter Schools' respective school grades 5-8 educational program. KIPP shall otherwise be allowed to use the Dedicated Space and the Site consistent with use of other school sites within the District subject to the terms of this Agreement.

1.6 In consideration for the facilities provided to the Charter Schools herein, and in accordance with 5 C.C.R. §§11969.1 – 11969.11, KIPP agrees to pay to District the amounts specified in Section 4 and other amounts specified herein on the first day of each month without invoice or demand by District.

1.7 The Parties agree that the Dedicated Space (described in Section 3 below) allocates a sufficient number of classrooms to accommodate Charter Schools' combined (Heartwood and Prize) projected in-District ADA throughout the Term hereof, in conditions that are reasonably equivalent to the conditions at District-operated schools. During the Term

hereof, and in the event Charter Schools' combined in-District ADA is equal to or less than 492.8 as stated in Charter Schools' P-2 ADA reports, KIPP agrees to pay the District an additional amount equal to twenty percent (20%) of the amounts otherwise due as specified in Section 4.1 and 4.2 for the year(s) in which such ADA is below the specified level as compensation for the over-allocation of facilities. In addition, each year that KIPP's in-District P-2 ADA for the site is 460.0 or above and below 610.0, then District shall reimburse KIPP for twenty-five percent (25%) of the annual rent for the twelve portable classrooms previously installed, not to exceed $29,750 for the year. Each year that KIPP's in-District P-2 ADA for the site is below 460.0, then District shall not reimburse KIPP for annual rent for the twelve portable classrooms previously installed. Each year that KIPP's in-District P-2 ADA for the site is 610.0 or above, then District shall reimburse KIPP for fifty percent (50%) of the annual rent for the twelve portable classrooms and one portable restroom previously installed, not to exceed $68,950 for the year.

1.8 The Parties agree that, as a condition to this multi-year Agreement, KIPP waives and releases the District's obligation to provide facilities to each Charter School under Proposition 39, including but not limited to Education Code section 47614 and its implementing regulations, for the Term herein, and KIPP shall not submit any request for additional facilities for the Charter Schools for the Term or any Option Term herein.

2. Dedicated Space and the Relocatables

2.1 The District hereby grants KIPP the exclusive use of the following "Dedicated Space" described in Section 3.2 below for use by the Charter Schools solely for the purposes set forth in Charter Schools' approved charters and related incidental uses and on the terms and conditions set forth herein. The Parties acknowledge that, in addition to the Dedicated Space, the Site includes 12.5 existing relocatable classroom and other school facilities totalling 12,000 square feet previously installed by the Charter Schools (the "Relocatables") and which are and shall remain the property of the Charter Schools in accordance with the terms of this Agreement. Any District obligation included in this Agreement with respect to the Site and/or the Dedicated Space does not include theRelocatables. KIPP acknowledges and agrees that the District shall not have any obligations of any kind to KIPP as to the Relocatables unless specifically stated herein.

2.2 During the Term, and except as otherwise provided herein, KIPP will have exclusive dedicated use of all classrooms and buildings and other District-owned facilities at the Site and as shown on the Site Plan attached hereto as **Exhibit A** (the "Dedicated Space") for use by the Charter Schools. The Parties acknowledge that KIPP has accepted and is already in possession and occupancy of the Dedicated Space which has previously been provided by District, and occupied by Charter Schools, pursuant to Proposition 39.

2.3 ALTERATIONS; MAINTENANCE AND REPAIRS: KIPP shall not be permitted to paint or place murals on the Dedicated Space but, at its sole cost and expense, KIPP may make other physical alterations to the Dedicated Space that are temporary, nonstructural, decorative, or cosmetic in nature (including hanging bulletin boards, hanging murals, and other paintings on wood canvasses). KIPP shall not make any repairs or alterations or modifications to the electrical systems, telecommunications systems, ventilation systems,

roof systems, plumbing or sewer systems or mechanical or structural systems (collectively, the "Building Systems") of the Dedicated Space or the Site without the prior written consent of the District. KIPP shall promptly notify the District in writing by work requisition submitted to the Assistant Superintendent of Business Services, or her/his designee, of any requested or needed repairs to any of the Building Systems. Any such repairs, work or alterations resulting from the negligence or intentional acts of KIPP and its employees, students, volunteers and invitees shall be billed directly to, and promptly paid by, KIPP. Any such repairs, alterations or modifications performed by District employees shall be billed at such employee's hourly rate.

2.4 TELECOMMUNICATIONS: The Dedicated Space, not including the Relocatables, shall be wired for telephone connectivity. KIPP shall be responsible to provide all communications equipment, including telephones, computers and related hardware, software, and all required serviceson behalf of Charter Schools. KIPP shall reimburse the District for any work requested in connection with the Dedicated Space and the actual cost of Charter Schools' telephone and/or internet usage in accordance with the reimbursement process set forth in Section 4.

2.5 FURNITURE AND EQUIPMENT: The District shall equip each classroom in the Dedicated Space, not including Relocatables installed by KIPP, with fixtures and furniture (such as whiteboards, chairs, and desks) that are reasonably equivalent to that provided to the District students. KIPP shall comply with the District's policies regarding the operations and maintenance of the Site, school facility and furnishings and equipment in accordance with 5 C.C.R. §11969.4, except to the extent variation is approved by the District. KIPP shall be and remain solely responsible for furnishing and equipping all Relocatables installed by KIPP for use by Charter Schools.

2.6 FENCING and SIGNAGE: Upon the District's consent, which shall not be unreasonably withheld, KIPP shall be permitted to place signage at locations of mutual agreement on Site adjacent to the Dedicated Space to direct students, staff, parents and visitors to the Charter Schools' Dedicated Space.

2.7 SECURITY: The Dedicated Space, not including the Relocatables installed by KIPP, shall be individually keyed. The District shall securely maintain a master key for the Dedicated Space for security and emergency purposes. KIPP shall be solely responsible for keying all Relocatables to match the District's master key for the Dedicated Space. KIPP shall be responsible for costs incurred due to false alarms and security breaches that are related to the Dedicated Space. KIPP shall operate the Charter Schools as a closed campus and reasonably cooperate with the District on security issues. At all times KIPP shall remain responsible for the security of the Dedicated Space and the Relocatables and the security of its employees, staff, students, volunteers and invitees.

3. Operations & Maintenance

3.1 GENERAL OPERATIONS, CUSTODIAL AND MAINTENANCE, AND UTILITIES COSTS: KIPP shall at all times remain solely responsible for the maintenance, repair and upkeep of all Relocatables installed by KIPP. Pursuant to Section11969.4 of Title 5 of the

California Code of Regulations, KIPP shall be responsible for day to day operations and custodial maintenance of the Dedicated Space and furnishings and equipment provided by District, except the replacement of furnishings and equipment supplied by the District shall remain the responsibility of the District in accordance with its schedules and practices. KIPP's operations and maintenance shall be in accordance with District schedules and standards or practices. If KIPP requests any facilities-related operations or maintenance services from the District, then such services will be charged by District to KIPP on a fee-for-service basis. The District will invoice KIPP monthly for amounts owed under this Section 3.1, and KIPP will remit Payment within thirty (30) days, provided that the Parties will negotiate in good faith regarding any disputed amounts, and KIPP need only remit the undisputed amount until such issues are resolved. The District shall provide KIPP with cost projections for these services upon request by KIPP. KIPP shall be solely responsible to pay all metered utilities related to the Charter Schools' joint use of the Dedicated Space, all Relocatables and the entire Site so long as the Charter Schools continue to jointly occupy the entire Site, otherwise KIPP shall be responsible for each Charter School's proportionate share of the metered utilities.

3.2 DEFERRED MAINTENANCE: The District shall assume the cost and responsibility for major maintenance as defined by state accounting manual for school districts in accordance with District deferred maintenance schedules and practices. For purposes of this Section, "major maintenance" includes the major repair or replacement of plumbing, heating, ventilation, air conditioning, electrical, intercom, alarm, bell, and communications systems, roofing, and floor systems, exterior and interior painting, and any other items considered deferred maintenance under Education Code Section 17582 (not including the Relocatables installed by KIPP and any equipment or furnishings provided by KIPP) and pursuant to the rules and regulations of the State Allocation Board. All other kinds of maintenance and repairs shall be considered routine maintenance of which costs to be paid by KIPP in accordance with the preceding paragraph.

4. Fees and Charges and Reimbursement Process

4.1 OVERSIGHT FEES: The District shall charge to KIPP, and KIPP shall pay to District, an oversight fee of three percent (3%) of the "revenue of the charter school," as defined by Education Code Section 47613, for the Charter Schools annually in exchange for providing Charter Schools substantially rent free facilities, to be billed on a quarterly or less frequent basis as determined by the District. KIPP shall pay any undisputed amounts within thirty (30) days of invoice. The Parties will work collaboratively to resolve any issues relating to disputed charges.

4.2 CHARGES FOR RELOCATABLES' LAND: The District shall charge and KIPP shall pay a monthly charge of $4,644 (at the rate of $0.387 per square foot for land at the Site occupied by the existing 12.5 (12,000 square feet) Relocatables),which shall be paid on a quarterly or less frequent basis as determined by the District along with the Oversight Fees pursuant to Section 4.1 of this Agreement. All other land used or occupied by Charter Schools at the Site is provided rent free in exchange for District's oversight fees pursuant to Section 5.1 of this Agreement.

4.3 FACILITIES AND OTHER FEES: Except as otherwise provided herein, the District shall invoice KIPP for any other facilities charges (pursuant to 5 C.C.R. §§ 11969.4 and 11969.7) on a quarterly or less frequent basis as determined by the District during the Term along with the Oversight Fess pursuant to Section 4.1 of this Agreement. KIPP shall pay any undisputed amounts within thirty (30) days of invoice. The Parties will work collaboratively to resolve any issues relating to disputed charges. Any charges for over-allocated space as described above shall be submitted to KIPP on or before May 1 of the year when in-District ADA fell below amounts triggering over-allocated space payments or within 30 days of KIPP submitting P-2 in-District ADA documentation to the District, whichever is later, and shall be paid by KIPP within thirty days.

5. Compliance with Laws

5.1 KIPP agrees to comply with all laws and regulations that apply to its operation of the Charter Schools and its use of the Dedicated Space, the Relocatables and the Site, including but not limited to all public health orders issued by federal, state or local public health orders. In addition, KIPP agrees to abide by all the District policies and regulations approved by its Board of Education and provided to KIPP regarding the use of facilities including but not limited to the District policies barring the possession or consumption of alcoholic beverages on campus and/or tobacco products on the District's facilities.

5.2 KIPP shall not cause to occur, and shall take reasonable measures to prevent, any activity in or about the Dedicated Space and the Relocatables that might impair the proper functioning of the Site or threaten the exterior or structural elements of the District's property or the Site, or threaten the health or safety of Charter Schools' students and staff and the students and staff at the Site.

5.3 The District warrants that the Dedicated Space (not including the Relocatables installed by KIPP) is in compliance, and will remain in compliance during the Term, with all applicable codes, regulations, and laws, including but not limited to: Field Act, Americans with Disabilities Act, local fire marshal and zoning requirements and ordinances, except to the extent any required modifications or non-compliance results or arises from or in connection with the installation or operation of the Relocatables or any alterations by KIPP. Except as otherwise provided, District shall be responsible for any modifications necessary to maintain the Dedicated Space (not including the Relocatables) and the Site in accordance with Education Code Sections 47610(d) and 47610.5.

6. Total and Partial Destruction; Emergency

6.1 If the Dedicated Space (not including the Relocatables) is totally destroyed (defined as the destruction of more than 50% of the usable classroom space rendering such space not usable for public school purposes) then, notwithstanding the availability of insurance proceeds, this Agreement shall be terminated effective the date of the damage and subject to the Parties' rights pursuant to Sections 9 and 10 of this Agreement. In the event of damage or total destruction of more than 50% of the usable classroom space (not including the Relocatables) rendering such space not usable for public school purposes, then immediately upon the effective date of total destruction, the District will assist in finding

and allocating to the Charter Schools a reasonably equivalent school facility or facilities as soon as possible so as to avoid any interruption in the educational program of Charter Schools.. KIPP shall be liable for the repair of all damage to the Site resulting from or in connection with KIPP's negligence or other acts or omissions of KIPP's employees, agents, contractors, students or invitees. In the event of destruction or other damage not constituting total destruction of classroom space (not including the Relocatables) and not resulting in whole or in part from KIPP's negligence or other acts or omissions of KIPP's employees, agents, contractors, students or invitees, the District will provide KIPP with reasonable alternative temporary replacement facilities for the Charter Schools with proportionate abatement of fees hereunder; KIPP shall cooperate with and assist District in applying for any and all available emergency funding for such replacement facilities.

6.2 KIPP shall immediately inform the District of any health and/or safety emergency at the Site or any positive COVID-19 test result for any students or staff at the Site. This includes reports of any serious incident that takes place on the Site where the police, fire department or the paramedics are involved, including, but not limited to, incidents of actual or alleged physical or sexual abuse, bomb or terroristic threats, threats of violence, weapons on the school site, and the sale of narcotics on the school site. KIPP staff, faculty, and students at the Charter Schools shall cooperate with, and participate in, any lockdowns (to include drills) or exigent security procedures required by the District.

7. Access

7.1 The District or its agent(s) shall have the right to enter and/or pass through the Dedicated Space, the Relocatables and the Site, or any part thereof, with reasonable notice and in a reasonable time and manner: (a) for the purpose of making repairs in or to the Dedicated Space as allowed by this Agreement, or as required by law or emergency, (b) to examine the Site, the Dedicated Space, or the Relocatables during non-school hours, provided that the Principal of Charter Schools is notified prior to entry, except in cases of emergency, or (c) for the purpose of administrative oversight, as may be allowed by law and consistent with Charter Schools' respective charters.

8. Assignment and Subletting

8.1 KIPP shall not assign their rights or delegate their duties under this Agreement or sublet or permit the subletting of the Dedicated Space, or the Relocatables or any part thereof.

9. Default: Remedies

9.1 The occurrence of any of the following shall constitute a material default and breach of this Agreement by KIPP:

(a) Any failure by KIPP to make payments required to be paid hereunder (where such failure continues for thirty (30) days after receipt of written notice by the District to KIPP);

(b) The abandonment of the Dedicated Space or any portion thereof by KIPP (where such abandonment continues for thirty (30) days after

receipt of written notice by the District to KIPP, and which shall not include school breaks and/or holidays in accordance with the Charter Schools' academic calendars);

(c) The revocation of Charter School's charter (after exhaustion of all applicable administrative and statutory appeals per the Education Code);

(d) A failure by KIPP to observe and perform any other provision of this Agreement to be observed or performed by KIPP, where such failure continues for thirty (30) days after receipt of written notice thereof by the District to KIPP; unless, however, the nature of the default is such that the same cannot reasonably be cured within said thirty (30) day period. KIPP shall not be deemed to be in default if KIPP shall within such thirty (30) day period commence such cure and thereafter diligently prosecute the same to completion.

9.2 If KIPP commits any such material default or breach, then the District may, at any time thereafter without limiting the District in the exercise of any right or remedy at law or in equity which the District may have by reason or such default or breach:

(a) Maintain this Agreement in full force and effect and recover use payments and other monetary charges as they become due for which KIPP is liable, without terminating KIPP's right to possession irrespective of whether KIPP has abandoned or vacated the Dedicated Space. If the District elects not to terminate the Agreement, then the District shall have the right to attempt to lease the Premises at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Premises as the District deems reasonable and necessary without being deemed to have elected to terminate the Agreement, including removal of all persons and property from the Dedicated Space; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of KIPP. If any such subletting occurs, then this Agreement shall terminate automatically.

(b) Terminate KIPP's right to possession with respect to the applicable Charter School(s) by any lawful means, in which case this Agreement shall terminate and KIPP shall surrender possession of the Dedicated Space with respect to the applicable Charter School(s) upon ninety (90) days prior written notice. In such event the District shall be entitled to recover from KIPP the remaining balance of oversight fee payments for that school year, and any unpaid amounts for charges and for maintenance services or other charges under this Agreement.

(c) Before the District exercises any of its remedies of this Section, it must attempt to cure the default through the use of the dispute resolution provision below.

9.3 The District shall not be in default unless the District fails to perform obligations required of the District within a reasonable time, but in no event later than thirty (30) days after receipt of written notice by KIPP to the District specifying wherein the District has failed to perform such obligations; provided however, that if the nature of the District's obligation is such that more than thirty (30) days are required for performance, then the District shall not be in default if the District commences performance within such 30-day period and thereafter diligently prosecutes the same to completion.

9.4 If the District commits any such default or breach, then KIPP may, at any time thereafter without limiting KIPP in the exercise of any right or remedy at law or in equity which KIPP may have by reason of such default or breach:

(a) Terminate the Agreement with no further obligation to the District; or

(b) Maintain the Agreement with the District and pursue damages or other equitable relief in a court of law. If KIPP chooses to pursue the remedy in this Section 10.4 then KIPP shall be allowed to place all fees as they come due in a blocked trust account until such time as the District cures the default or the matter is otherwise resolved in a court of law. Before KIPP exercises any of the remedies of this Section, it must attempt to cure the default through the use of the dispute resolution provision below.

10. Dispute Resolution

10.1 Disputes between the Parties regarding the alleged violation, misinterpretation, or misapplication of this Agreement shall be resolved using the dispute resolution process identified below.

10.2 The Party initiating the dispute resolution process shall prepare and send to the other Party a notice of dispute that shall include the following information:

(a) The name, addresses and phone numbers of designated representatives of the Party;

(b) A statement of the facts of the dispute, including information regarding the Party's attempts to resolve the dispute;

(c) The specific sections of the Agreement that are in dispute; and

(d) The specific resolution sought by the Party. Within five days from receipt of the notice of dispute the representatives from KIPP shall meet with representatives from the District in an informal setting to try to resolve the dispute.

If the informal meeting fails to resolve the dispute the Party initiating the dispute resolution process shall notify the other Party (the responding Party) in writing that it intends to proceed to mediation of the dispute and shall request the State Mediation and Conciliation Service to appoint a mediator within seven days to assist the Parties in resolving the dispute.

The initiating Party shall request appointment of a mediator who is available to meet as soon as possible but not later than thirty (30) days after receipt of the request for appointment. The Party initiating the dispute shall forward a copy of the notice of the dispute to the appointed mediator. The responding Party shall file a written response with the mediator and serve a copy on the initiating Party within seven (7) days of the first scheduled mediation. The mediation procedure shall be entirely informal in nature; however, copies of exhibits upon which either Party bases its case shall be shared with the other Party in advance of the mediation. The relevant facts should be elicited in a narrative fashion to the extent possible, rather than through examination and cross examination of witnesses. The rules of evidence will not apply and no record of the proceedings will be made. If an agreement is reached, the agreement shall be reduced to writing and shall be signed by the Parties.

10.3 Either Party may seek equitable relief prior to the mediation to preserve the status quo pending the completion of that process. Except for such an action to obtain equitable relief, neither Party may commence a civil action with respect to the matters submitted to mediation until after the completion of the initial mediation session, or 45 days after the date of filing the written request for mediation, whichever occurs first. Mediation may continue after the commencement of a civil action, if the Parties so desire.

11. Insurance; Hold Harmless; Indemnity

11.1 INSURANCE: Throughout the term hereof KIPP shall maintain on behalf of each Charter School general liability insurance, including automobile coverage, in an amount as may be reasonably necessary to assure compliance with the indemnification provision, herein below. Such insurance shall be in an amount of not less than (Two Million Dollars) $2,000,000.00 combined single limit for bodily injury and property damage as a result of any one occurrence for the term of the Agreement. The District and its Board members and employees shall be named as additional named insureds under such insurance policy/policies. KIPP shall at all times maintain workers' compensation insurance in such amounts as required by law. The insurance shall be with companies approved by the District, which approval the District agrees not to unreasonably withhold. Within thirty (30) days of executing this Agreement, KIPP shall provide to District certificates evidencing the required insurance, which shall not be cancelled or cancellable, if commercially available, except upon KIPP's thirty (30) days prior written notice to District. The District shall maintain first party property insurance for the Dedicated Space (not including the relocatables) during the term hereof, provided, however, that any insurance proceeds available thereunder shall be for the benefit of District. KIPP shall remain solely responsible for insuring its own property and equipment, including but not limited to the Relocatables referenced in Section 2.

11.2 INDEMNIFICATION: KIPP shall indemnify, defend, and hold harmless the District and its officers, agents, employees, Board Members and volunteers from and against any and all claims, damages and losses of any kind, including but not limited to personal injury and/or property damage, arising from or in connection with the use of the Site, the Dedicated Space, and the installation, rental and use of the Relocatables, and all equipment, fixtures and furniture provided by the District, by KIPP and its employees, agents,

contractors, students and invitees, except to the extent such claims, damages and losses are caused by or the result of the gross negligence or intentional reckless acts of District. District shall indemnify, defend, and hold harmless KIPP, each Charter School operated by KIPP, and its officers, agents, employees, Board Members and volunteers from and against any and all claims, damages and losses of any kind, including but not limited to personal injury and/or property damage, arising from or in connection with the use and maintenance of Dedicated Space (not including the Relocatables) by the District and its employees, agents, contractors, students and invitees, except to the extent such claims, damages and losses are caused by or the result of the gross negligence or intentional reckless acts of KIPP or its employees, agents, volunteers, contractors or Board Members or affiliated charter schools. The terms of this Section 11.2 shall survive the expiration or earlier termination of this Agreement.

12. Merger, Modification, Law, Notices, Invalid Provisions

12.1 This Agreement contains the sole and entire Agreement and understanding of the Parties with respect to the subject matter herein. Any and all prior writings, agreements, including, without limitation, oral communications, discussions, negotiations, commitments and understandings relating thereto, are hereby merged herein and superseded hereby.

12.2 This Agreement may only be changed or modified by written agreement of the Parties expressing an intent to modify this Agreement.

12.3 This Agreement shall be governed by and construed according to the laws of the State of California.

12.4 All notices required to be given hereunder shall be in writing and served by government or commercial mail service or by facsimile or email. Either Party may provide updated contact information under this Section by mailing a copy of said change of address/contact information to the addresses noted below. Notice to the District shall be addressed to:

Superintendent
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127
Facsimile No.: 408-928-6416
Email: Hilaria.Bauer@arusd.org

Notice shall be given to Charter School at the following address:

Chief Executive Officer
KIPP Public Schools Northern California
1000 Broadway, Suite 460
Oakland, CA 94607
Facsimile No.: 510-465-5520
Email: beth.thompson@kippnorcal.org

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on February 11, 2021.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: _____
Name: Hilaria Bauer
Title: Superintendent

Board Approved on: February 11, 2021

KIPP BAY AREA SCHOOLS, DOING BUSINESS AS KIPP PUBLIC SCHOOLS NORTHERN CALIFORNIA

By:

_____
Name: Judy Li
Title: Chief Growth, Real Estate, Advocacy, and Community Engagement

EXHIBIT A

DSA 810

LOCAL FIRE AUTHORITY REVIEW

To facilitate the Division of the State Architect's (DSA) application of the Fire/Life Safety portion of a project, DSA requires Local Fire Authority (LFA) review of certain elements as identified in this form. Use of this form is mandatory for projects that seek equivalency packages or portions of any item not in full conformance to the adopted fire safety code/standard, see DSA Policy Manual.

PROJECT INFORMATION

School District/Owner: KIPP BAY AREA SCHOOLS

Project Name/School: KIPP Prize Hazelwood, New Portables

Project Address: 1250 S. King Road, San Jose, CA

LOCAL FIRE AUTHORITY (LFA)

LFA Agency Name: San Jose Fire Department (Bureau of Fire Protection)

LFA Reviewer Name: | Title:

Email: | Telephone Number:

I have reviewed and responded to the applicable items for this project as noted below.

Note: Only sign this form when all applicable items are addressed. If more items are later added to LFA#.

LFA Reviewer's Signature: Date:

Review Key: "YP" = Complies with LFA requirements; "NP" = Not approved, complete Section B; "NA" = Not applicable to the project; "NR" = LFA requires, not to review

	Description	Y	N	NA	NR
1	Where an exterior door, not in the medical emergency service path, per the California Building Code (CBC), use of a driveway for emergency rescue and medical transport is acceptable.				
2	Address numbers, any street markings, paving and gate configurations are in accordance with Title 19, California Code of Regulations and the California Fire Code, Chapter 5.				
3	Fire hydrant location and distribution complies with the California Fire Code (as amended).				
4	Fire hydrants flow test and hydrant markings conform with NFPA 1142. If "Alternate Meet" is checked, DSA can only approve on the condition an alternate is provided. The signature of the school district official is required to acknowledge the use of alternate means.				
	Signature of School District Official: Date:				
	Print the School District Official's Name:				
5	The location(s) of the proposed post indicator valve and fire department connection meet the approval of the fire jurisdiction.				
6	The location(s) of the protective check valve assembly meet the requirements of the authority.				
7	Is the project located in a hazard severity zone area? (CBC, Chapter 7A, Section 701A.3) ☐ Yes ☐ No. Check type: ☐ Low ☐ Moderate ☐ High ☐ Very High ☐ WUI. If one of these boxes is checked, the project design must meet the requirements of Chapter 7A.				
8	COMMENTS (write below/above):				

DSA 810 (rev 08-12-14) | DIVISION OF THE STATE ARCHITECT | DEPARTMENT OF GENERAL SERVICES | Page 1 of 1 | STATE OF CALIFORNIA

KEYNOTES

1. MIN 4" NUMERALS AT ENTRY GATE, PER LFA LOCATIONS

FIRE TRUCK ACCESS

☒ Yes ☐ No ☒ Yes ☐ No ☒ Yes ☐ No EXISTING FIRE TRUCK ACCESS (FIRE LANE)

THE DESIGNATION OF THE FIRE LANE(S) INDICATED PER THE CALIFORNIA VEHICLE CODE SECTION 22500 (L) BY CURB PAINTING AND SIGNAGE. THE LETTERS TO READ, "NO PARKING" IN CONTRASTING COLOR, EVERY 100 FEET WITH THE WORDS "FIRE LANE" WHICH ARE CLEARLY VISIBLE FROM A VEHICLE. MARKED FIRE LANES ARE A MINIMUM OF 20'-0" OR 24'-0".

LEGEND

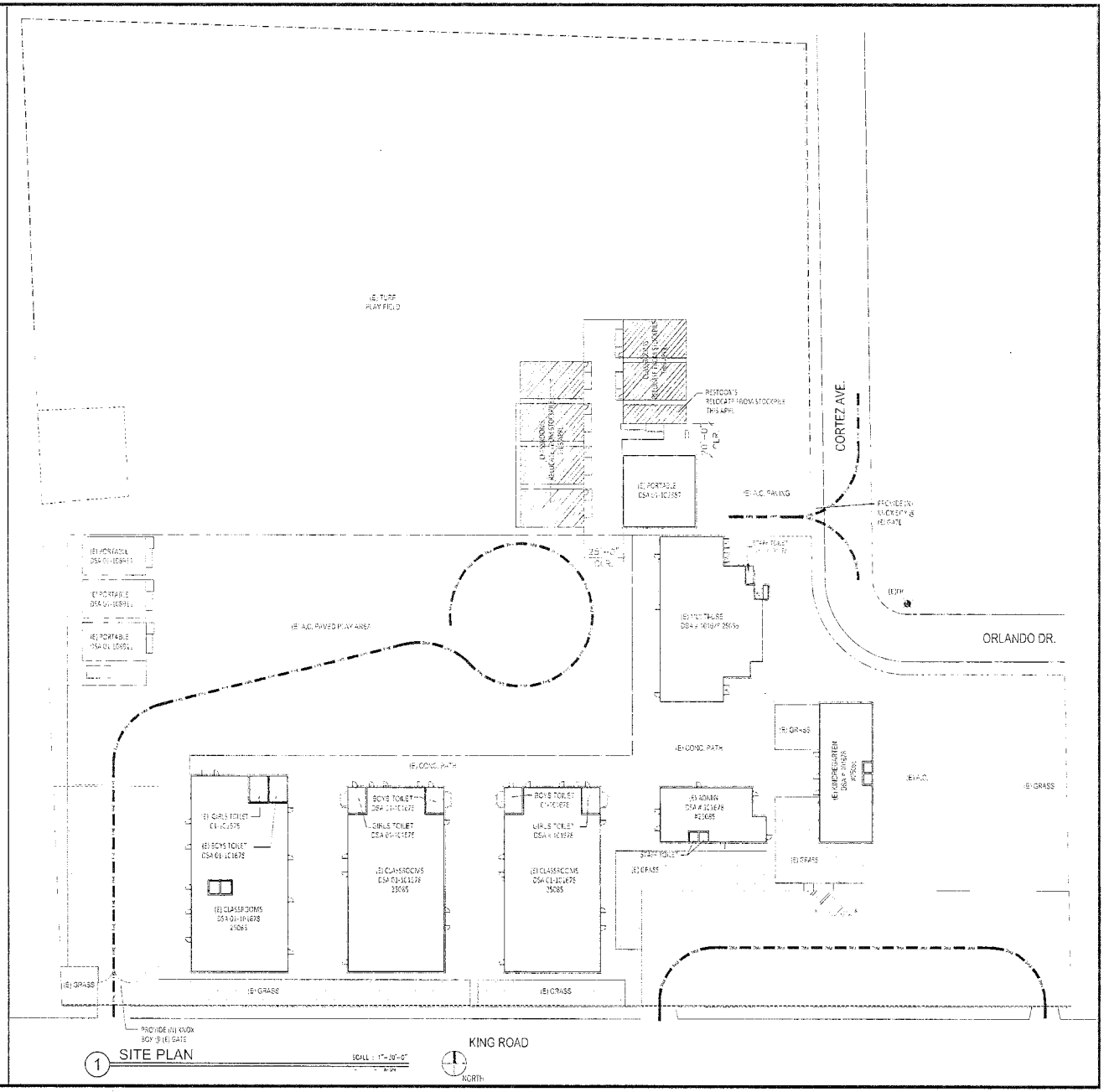
(N) CONSTRUCTION SHOWN IN (E) UNLESS OTHERWISE NOTED

(E) ACCESSIBLE STUDENT/STAFF RESTROOMS (WOMEN'S, W/ 1 TOILET & 1 SINK; BOYS', W/ 1 TOILET & 1 URINAL; GIRLS', W/ 1 TOILET & 1 SINK) DSA 01-101678

(E) FIRE HYDRANT LOCATION

NEW BUILDING DATA

BUILDING GROUP	TYPE	OCC	AREA	
RELOC. PORTABLES	V-B	E	8,160	



1 SITE PLAN SCALE: 1" = 20'-0"

ARCHITECT:

MADI ARCHITECTURE + PLANNING
811 DOYLE STREET, SUITE 9A
SANTA CRUZ, CA 95062
TEL: (831) 425-0171

OWNER:

KIPP:

KIPP BAY AREA SCHOOLS
811 DOYLE STREET, SUITE 100
OAKLAND, CA 94607
(510) 465-5477

CONSULTANT:

PROFESSIONAL STAMP:

PROJECT:

RELOCATED PORTABLE BUILDINGS AT KIPP PRIZE ACADEMY
1250 S. KING RD.
SAN JOSE, CA 95122

REVISIONS:

REF	DESCRIPTION	DATE

PROJECT CODE: KINGPRIZE
START DATE: 08.01.18
DRAWN BY:
CHECKED BY:
SHEET NAME:

SITE PLAN
FIRE ACCESS
REVIEW

DSA APPROVAL STAMP:

SHEET NUMBER:

A1.1

2018

RELOCATED PORTABLE BUILDINGS AT KIPP PRIZE ACADEMY ● KIPP BAY AREA SCHOOLS

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: January 28, 2021

Subject: **Discussion/Action to Waive Second Reading Requirement of Board Bylaw 9310 and to Approve Amendments to Board Policy 1312.4 Williams Complaint Policies & Procedures Upon First Reading.**

Staff Analysis: LEAs are required to establish Williams Complaint policies and procedures consistent with 5 CCR sections 4680-4687. Board policies must meet state requirements for the investigation and resolution of Williams complaints regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. LEAs must ensure that their Williams Complaint policies and procedures are approved and adopted by their governing boards and that they are compliant each year.

Attached is the first reading for Board Policy 1312.4 Williams Complaint Policies and Procedures. Board Bylaw 9310 provides, "The Superintendent or designee shall develop and present draft policy for a first reading at a public Board meeting. At its second reading, the Board may take action on the proposed policy. ***The Board may waive the second reading*** or may require an additional reading if necessary." In order to comply with State and Federal regulations, it is recommended that the Board first take an action pursuant to Board Bylaw 9310 to waive second reading requirement under Board Bylaw 9310 and approve amendments to Board Policy 1312.4, in which case any such approved amendment will take effect immediately upon Board Approval. The waiver of the second reading will allow for the immediate implementation of these amendments.

Recommendation: Staff recommends approval of the Williams Complaints Policies and Procedures.

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

Approved by: Rene Sanchez RS Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: February 11, 2021

Recommended 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

Williams Complaint Policies and Procedures

BP 1312.4
Community Relations

FIRST READING

This document contains rules and instructions about the filing, investigation and resolution of a Williams complaint regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

The Alum Rock Union School District adopted the Uniform Complaint Procedures (UCP) process in accordance with Chapter 5.1 (commencing with Section 4680) of the *California Code of Regulations*, Title 5, to resolve Williams complaints. This document presents information about how we process complaints concerning Williams Settlement issues. A UCP complaint is a written and signed statement by a complainant alleging a violation of state laws or regulations. A complainant is any individual, including a person's duly authorized representative or an interested third party, public agency, or organization who files a written complaint alleging violation of state laws or regulations, regarding alleged deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment. If a complainant is unable to put the complaint in writing, due to a disability or illiteracy, we shall assist the complainant in the filing of the complaint.

The Responsibility of the Alum Rock Union School District

The Alum Rock Union School District is required to have local policies and procedures that enable Williams Complaints to be handled through our UCP process, to post a classroom notice informing parents, guardians, pupils, and teachers of their rights to file a Williams complaint in each classroom in each school, and to provide a complaint form for Williams complaints regarding alleged deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment.

If a response is requested by the complainant, the response will go to the mailing address of the complainant indicated on the complaint.

If *Education Code* Section 48985 is applicable and 15 percent or more of the pupils in grades K – 12 enrolled in our district speak a language other than English, the Williams Complaint Classroom Notice and the Williams Complaint Form shall be written in English and in the primary language of the complainant. The complaint response, if requested, and final report shall be written in English and the primary language in which the complaint was filed.

A Williams Complaint about problems beyond the authority of the school principal shall be forwarded in a timely manner, but will not exceed 10 working days, to the appropriate school district official for resolution.

The principal or the designee of the district superintendent, as applicable, shall make all reasonable efforts to investigate any problem within his or her authority.

The principal, or, where applicable, district superintendent or his or her designee shall remedy a valid complaint within a reasonable time period but not to exceed 30 working days from the date the complaint was received.

The principal, or where applicable, district superintendent or his or her designee, shall report to the complainant the resolution of the complaint within 45 working days of the initial filing, if complainant identifies himself or herself and requested a response.

The principal makes this report; the principal shall also report the same information in the same timeframe to the district superintendent or his or her designee.

The school district shall report summarized data on the nature and resolution of all complaints on a quarterly basis to the county superintendent of schools and the governing board of the school district.

The summaries shall be publicly reported on a quarterly basis at a regularly scheduled meeting of the governing board of the school district.

The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints.

The complaints and responses shall be available as public records.

The Williams Complaint Classroom Notice

We make sure that the Williams Complaint Classroom Notice is posted in each classroom in each school in the district and includes:

- The parents, guardians, pupils, and teachers,
- a statement proclaiming sufficient textbooks and instructional materials,
- (For there to be sufficient textbooks and instructional materials each pupil, including English Learners, must have a textbook or instructional materials, or both, to use in class and to take home)
- a statement that school facilities must be clean, safe, and maintained in good repair,
- a statement that there should be no teacher vacancies or misassignments, and the location at which to obtain a form to file a complaint in case of a shortage.

(Posting a notice downloadable from the Web site of the CDE shall satisfy this requirement.)

The Williams Complaint Form

We make sure that the Williams Complaint form is available for parents, guardians, pupils, and teachers to use.

Every school in our district shall have a complaint form available for such Williams complaints.

The Williams Complaint form shall include:

FIRST READING

- A section to indicate if a response is requested,
- a section for contact information including mailing address if a response be requested.
- a statement that a pupil, including an English Learner, does not have standards - aligned textbooks or instructional materials or state adopted or district adopted textbooks or other required instructional materials to use in class.
- a statement that a pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
- a statement that textbooks or instructional materials are in poor or unusable condition, having missing pages, or are unreadable due to damage.
- a statement that a pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
- a statement that a condition poses an urgent or emergency threat to the health or safety of pupils or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air - conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
- a statement that a school restroom has not been maintained or cleaned regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, and towels or functional hand dryers.
- a statement that the school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.
- a statement that a semester begins and a teacher vacancy exists. (A position to which a single designated certificate employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one - semester course, a position of which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester).
- a statement that a teacher who lacks credentials or training to teach English Learners is assigned to teach a class with more than 20 percent English Learners pupils in the class.
- a statement that a teacher is assigned to teach a class for which the teacher lacks subject matter competency.
- a section to identify the location of the school in which the alleged violation took place,
- a section to identify the course or grade level, if applicable,
- a section where the complainant describes the specific nature of the complaint in detail,
- a statement that the complainant may include as much text as the complainant feels is necessary, and
- a statement identifying the place to file the complaint that includes the office and address of the principal or his/her designee of the school in which the alleged violation took place.

PROOFREADING

Filing a Williams Complaint with the Alum Rock Union School District

A Williams complaint shall be filed with the principal of the school or his or her designee, in which the complaint arises.

A Williams complaint may be filed anonymously.

The complainant need not use the Williams Complaint form to file a complaint.

How to Appeal a Williams Complaint

A complainant who is not satisfied with the resolution of the principal or the district superintendent or his or her designee, involving deficiencies related to instructional materials, the condition of a facility that is not maintained in a clean or safe manner or in good repair, and teacher vacancy or misassignment, has the right to describe the complaint to the governing board of the school district at a regularly scheduled meeting of the governing board.

A complainant who is then not satisfied with the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, as defined in paragraph (1) of subdivision (c) of *EC* Section 17592.72, has the right to file an appeal to the State Superintendent of Public Instruction at the California Department of Education (CDE) within 15 days of receiving the report.

Conditions that pose an emergency or urgent threat (not cosmetic or nonessential) to the health and safety of pupils or staff while at school include the following:

- Gas leaks.
- Nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems.
- Electrical power failure.
- Major sewer line stoppage.
- Major pest or vermin infestation.
- Broken windows or exterior doors or gates that will not lock and that pose a security risk.
- Abatement of hazardous materials previously undiscovered that pose an immediate threat to pupil or staff.
- Structural damage creating a hazardous or uninhabitable condition.

In regards to the resolution proffered by the principal, or the district superintendent or his or her designee, involving a condition of a facility that poses an emergency or urgent threat, the complainant shall comply with the appeal requirements of 5 *CCR* Section 4632.

A complainant may appeal the Decision of an emergency or urgent threat to the CDE by filing a written appeal within 15 days of receiving the Decision.

The complainant shall specify the basis for the appeal of the Decision and whether the facts are incorrect and/or the law is misapplied.

The appeal shall be accompanied by:

1. A copy of the original locally filed complaint; and
2. A copy of our Decision of this original locally filed complaint.

FIRST READING

State Laws Cited:

California *Education Code* Sections 1240, 17592.72, 35186, 35292.5, 48985.
California *Code of Regulations*,Title 5 [5 *CCR*] Sections 4600–4687

Policy adopted: February 11, 2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San Jose, California 95127/(408) 928-6800

FIRST READING

Alum Rock Union ESD

Administrative Regulation

Williams Uniform Complaint Procedures

AR 1312.4
Community Relations

~~Cautionary Notice: AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and instead redirects the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with a goal of increasing or improving services for English learners, foster youth, and students eligible for free and reduced-price meals. Certain requirements related to Tier 3 categorical program(s) in the following policy or regulation are no longer applicable.~~

Types of Complaints

The district shall use the procedures described in this administrative regulation only to investigate and resolve the following:

1. Complaints regarding the insufficiency of textbooks and instructional materials, including any complaint alleging that: (Education Code 35186; 5 CCR 4681)

   a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

   b. A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

   c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

   d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

(cf. 6161.1 - Selection and Evaluation of Instructional Materials)

2. Complaints regarding teacher vacancy or misassignment, including any complaint alleging that: (Education Code 35186; 5 CCR 4682)

FIRST READING

a. A semester begins and a teacher vacancy exists.

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

(cf. 4112.22 - Staff Teaching English Learners)

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)

3. Complaints regarding the condition of school facilities, including any complaint alleging that: (Education Code 35186; 5 CCR 4683)

a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

FIRST READING

b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

In any district school serving any of grades 6-12 in which 40 percent or more of the students in the school or school attendance area are from low-income families, as defined in 20 USC 6314, a complaint may be filed alleging noncompliance with the requirement of Education Code 35292.6 to stock, at all times, at least half of the restrooms in the school with feminine hygiene products and to not charge students for the use of such products.

(cf. 3514 - Environmental Safety)
(cf. 3517 - Facilities Inspection)
~~Types of Complaints~~

~~The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR 4681, 4682, 4683)~~

~~1. Textbooks and instructional materials~~

~~a. A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.~~

~~b. A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.~~

~~c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.~~

~~d. A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.~~

~~(cf. 6161.1 - Selection and Evaluation of Instructional Materials)~~

FIRST READING

2. Teacher vacancy or misassignment

a. A semester begins and a teacher vacancy exists.

b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.

(cf. 4112.22 - Staff Teaching Students of Limited English Proficiency)

c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of the semester for an entire semester. (Education Code 35186; 5 CCR 4600)

Beginning of the year or semester means the first day classes necessary to serve all the pupils enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day pupils attend classes for that semester. (5 CCR 4600)

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR 4600)

(cf. 4112.2 - Certification)
(cf. 4113 - Assignment)

3. Facilities

a. A condition poses an emergency or urgent threat to the health or safety of pupils or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of pupils or staff while at school, including, but not limited to, gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; structural damage creating a hazardous or uninhabitable condition; or any other condition deemed appropriate. (Education Code 17592.72)

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b. A school restroom has not been cleaned, maintained, or kept open in accordance with Education Code 35292.5.

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when pupils are not in classes and has kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when the temporary closing of the restroom is necessary for pupil safety or to make repairs. (Education Code 35292.5)

4. High school exit examination intensive instruction and services

A pupil, including an English learner, who has not passed the exit exam by the end of grade 12 was not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after completion of grade 12 for two consecutive academic years or until the pupil has passed both parts of the exam, whichever comes first. (Education Code 35186)

(cf. 6162.52 - High School Exit Examination)
(cf. 6179 - Supplemental Instruction)

Filing of Complaint

A complaint alleging any condition(s) specified in items #1-3 in the section entitled "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. The principal or designee shall forward a complaint about problems beyond his/her authority to the Superintendent or designee in a timely manner, but not to exceed 10 working days. (Education Code 35186; 5 CCR 4680)

A complaint alleging any deficiency specified in item #4 in the section entitled "Types of Complaints" above shall be filed with a district official designated by the Superintendent. Such complaints may be filed at the district office or school site and shall be immediately forwarded to the Superintendent or designee. (Education Code 35186)

Investigation and Response

The principal or designee shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to the complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the

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~~complaint. If a response is requested, the response shall be made to the mailing address of the complainant as indicated on the complaint form. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)~~

~~When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)~~

~~If a complainant is not satisfied with the resolution of a complaint, he/she has the right to describe the complaint to the Board of Trustees at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)~~

~~For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of pupils or staff as described in item #3a in the section entitled "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)~~

~~All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)~~

~~(cf. 1340 - Access to District Records)~~

~~Reports~~

~~The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR 4686)~~

~~Forms and Notices~~

~~The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)~~

~~The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR 4680)~~

~~The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)~~

FIRST READING

~~Legal Reference:~~
~~EDUCATION CODE~~
~~1240 County superintendent of schools, duties~~
~~17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account~~
~~33126 School accountability report card~~
~~35186 Williams uniform complaint procedure~~
~~35292.5 Restrooms, maintenance and cleanliness~~
~~37254 Supplemental instruction based on failure to pass exit exam by end of grade 12~~
~~48985 Notice to parents in language other than English~~
~~60119 Hearing on sufficiency of instructional materials~~
~~CODE OF REGULATIONS, TITLE 5~~
~~4600-4687 Uniform complaint procedures, especially:~~
~~4680-4687 Williams complaints~~

~~Management Resources:~~
~~WEB SITES~~
~~CSBA: http://www.csba.org~~
~~California County Superintendents Educational Services Association: http://www.ccsesa.org~~
~~California Department of Education, Williams case: http://www.cde.ca.gov/eo/ce/wc/index.asp~~
~~State Allocation Board, Office of Public School Construction: http://www.opsc.dgs.ca.gov~~

Forms and Notices

The Superintendent or designee shall ensure a Williams complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR 4680)
The Superintendent or designee shall ensure that the district's complaint form specifies the location for filing a complaint and contains a space to indicate whether the complainant desires a response to the complaint. A complainant may add as much text to explain the complaint as desired. (Education Code 35186; 5 CCR 4680)

Filing of Complaint

A complaint alleging any condition(s) specified in the section "Types of Complaints" above shall be filed with the principal or designee at the school in which the complaint arises. A complaint about problems beyond the authority of the principal shall be forwarded to the Superintendent or designee in a timely manner, but not to exceed 10 working days. Complaints may be filed anonymously. (Education Code 35186; 5 CCR 4680)

Investigation and Response

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The principal or a designee of the Superintendent shall make all reasonable efforts to investigate any problem within the principal's or designee's authority. (Education Code 35186; 5 CCR 4685)

The principal or Superintendent's designee shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR 4685)

If the complainant has indicated on the complaint form a desire to receive a response to the complaint, the principal or Superintendent's designee shall report the resolution of the complaint to the complainant within 45 working days of the initial filing of the complaint. If the principal makes this report, the information shall be reported at the same time to the Superintendent or designee. (Education Code 35186; 5 CCR 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)
If a complainant is not satisfied with the resolution of a complaint, the complainant has the right to describe the complaint to the Governing Board at a regularly scheduled meeting. (Education Code 35186; 5 CCR 4686)

For any complaint concerning a facilities condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3a in the section "Types of Complaints" above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR 4632. (Education Code 35186; 5 CCR 4687)

All complaints and written responses shall be public records. (Education Code 35186; 5 CCR 4686)

(cf. 1340 - Access to District Records)

Reports

On a quarterly basis, the Superintendent or designee shall report, to the Board at a regularly scheduled public Board meeting and to the County Superintendent of Schools, summarized data on the nature and resolution of all complaints. The report shall include the number of complaints by general subject area with the number of resolved and unresolved complaints. (Education Code 35186; 5 CCR 4686)

Legal Reference:

EDUCATION CODE
234.1 Prohibition of discrimination, harassment, intimidation, and bullying
1240 County superintendent of schools, duties
17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

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33126 School accountability report card
35186 Williams uniform complaint procedures
35292.5-35292.6 Restrooms, maintenance and cleanliness
48985 Notice to parents in language other than English
60119 Hearing on sufficiency of instructional materials
CODE OF REGULATIONS, TITLE 5
4600-4670 Uniform complaint procedures
4680-4687 Williams uniform complaint procedures
UNITED STATES CODE, TITLE 20
6314 Title I schoolwide program

Management Resources:
WEB SITES
CSBA: http://www.csba.org
California County Superintendents Educational Services Association: http://www.ccsesa.org
California Department of Education, Williams case: http://www.cde.ca.gov/eo/ce/wc
State Allocation Board, Office of Public School Construction: http://www.opsc.dgs.ca.gov

Regulation approved: July 2, 2013 San Jose, California
Revised: February 11, 2021

FIRST READING

Alum Rock Union ESD

Exhibit

Williams Uniform Complaint Procedures

E 1312.4
Community Relations

E(1)

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: K-8 COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 35186, you are hereby notified that:

1. There should be sufficient textbooks and instructional materials. That means each student, including an English learner, must have a textbook or instructional materials, or both, to use in class and to take home.

2. School facilities must be clean, safe, and maintained in good repair.

3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.

   Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.

   Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

FIRST READING

E(2)

K-8 COMPLAINT FORM:
WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, or teacher vacancy or misassignment. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ❑ Yes ❑ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Course title/grade level and teacher name: _____
Room number/name of room/location of facility: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)

❑ A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

❑ A student does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each student.

FIRST READING

❑ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.

❑ A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4682)

❑ A semester begins and a teacher vacancy exists. A *teacher vacancy* is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.

❑ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.

❑ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facilities conditions: (Education Code 17592.72, 35186, 35292.5, 35292.6; 5 CCR 4683)

❑ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.

❑ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

❑ For a school that serves students in any of grades 6-12 with 40 percent of more of its students from low-income families, as defined, the school has not stocked at least half of its restrooms with feminine products at all times and made those products available to students at no cost.

❑ The school has not kept all restrooms open during school hours when students are not in classes and has not kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when temporary closing of the restroom is necessary for student safety or to make repairs.

FIRST READING

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of students or staff.

Please file this complaint at the following location:

(principal or designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

(Signature) (Date)

FIRST READING

E(3)

NOTICE TO PARENTS/GUARDIANS, STUDENTS, AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

Parents/Guardians, Students, and Teachers:

Pursuant to Education Code 8235.5, you are hereby notified that any California State Preschool Program that is exempt from licensure must have:

1. Outdoor shade that is safe and in good repair

2. Drinking water that is accessible and readily available throughout the day

3. Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children

4. Restroom facilities that are available only for preschoolers and kindergartners

5. Visual supervision of children at all times

6. Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time

7. Playground equipment that is safe, in good repair, and age appropriate

If you choose to file a complaint alleging that any of the above conditions is not being met, your complaint will be addressed through the district's Williams uniform complaint procedures as required by law. A complaint form may be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc. However, a complaint need not be filed using either the district's complaint form or the complaint form from the California Department of Education.

E(4)

PRESCHOOL COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 8235.5 requires that the complaint procedures in 5 CCR 4680-4687 be used for the filing of complaints concerning noncompliance with health and safety standards for license-exempt California State Preschool Programs. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? ❑ Yes ❑ No

Contact information: (if response is requested)
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Date problem was observed: _____

Location of the problem that is the subject of this complaint:
School name/address: _____
Room number/name of room/location of facility: _____

FIRST READING

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please contact the school or district for the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

- ❑ The preschool does not have outdoor shade that is safe and in good repair.
- ❑ Drinking water is not accessible and/or readily available throughout the day.
- ❑ The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- ❑ Restroom facilities are not available only for preschoolers and kindergartners.
- ❑ The preschool program does not provide visual supervision of children at all times.
- ❑ Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- ❑ Playground equipment is not safe, in good repair, or age appropriate.

Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation.

_____
_____
_____
_____
_____
_____

Please file this complaint at the following location:

Director of Early Learning
Early Learning Center at Chavez
2000 Kammerer Avenue
San Jose, CA 95116

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.

_____ _____
(Signature) (Date)

FIRST READING

~~Cautionary Notice: AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and instead redirects the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with a goal of increasing or improving services for English learners, foster youth, and students eligible for free and reduced-price meals. Certain requirements related to Tier 3 categorical program(s) in the following policy or regulation are no longer applicable.~~

~~NOTICE TO PARENTS/GUARDIANS, PUPILS, AND TEACHERS: COMPLAINT RIGHTS~~

~~Parents/Guardians, Pupils, and Teachers:~~

~~Pursuant to Education Code 35186, you are hereby notified that:~~

~~1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each pupil, including English learners, must have a textbook or instructional material, or both, to use in class and to take home.~~

~~2. School facilities must be clean, safe, and maintained in good repair.~~

~~3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present.~~

~~Teacher vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.~~

~~Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services position that the employee is not otherwise authorized by statute to hold.~~

~~4. Pupils, including English learners, who have not passed one or both parts of the high school exit examination by the end of grade 12 are to be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12.~~

FIRST READING

5. A complaint form can be obtained at the school office or district office, or downloaded from the school or district web site. You may also download a copy of the California Department of Education complaint form from the following web site: http://www.cde.ca.gov/re/cp/uc.

ExhibitALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
version: July 2, 2013San Jose, California

Exhibit 2

1312.4

Williams Uniform Complaint Procedures

Cautionary Notice: AB 97 (Ch. 47, Statutes of 2013) repealed Education Code 42605, which provided temporary flexibility for specified "Tier 3" categorical programs, and instead redirects the funding for those categorical programs into the Local Control Funding Formula (LCFF) (Education Code 42238.01-42251). The supplemental and concentration grant portions of the LCFF may be used for any schoolwide or districtwide educational purpose in accordance with state regulations to be adopted by January 31, 2014, with a goal of increasing or improving services for English learners, foster youth, and students eligible for free and reduced-price meals. Certain requirements related to Tier 3 categorical program(s) in the following policy or regulation are no longer applicable.

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURES

Education Code 35186 creates a procedure for the filing of complaints concerning deficiencies related to instructional materials, conditions of facilities that are not maintained in a clean or safe manner or in good repair, teacher vacancy or misassignment, or the lack of opportunity to receive intensive instruction and services to pupils who did not pass one or both parts of the high school exit examination by the end of grade 12. The complaint and response are public documents as provided by law. Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide the contact information below.

Response requested? __ Yes __ No

Contact information:
Name: _____
Address: _____
Phone number: Day: _____ Evening: _____
E-mail address, if any: _____

Location of the problem that is the subject of this complaint:

FIRST READING

School name/address: _____
Course title/grade level and teacher name: _____
Room number/name of room/location of facility: _____
Date problem was observed: _____

Only the following issues may be the subject of this complaint process. If you wish to complain about an issue not specified below, please use the appropriate district complaint procedure.

Specific issue(s) of the complaint: (Please check all that apply. A complaint may contain more than one allegation.)

1. Textbooks and instructional materials: (Education Code 35186; 5 CCR 4681)
__ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.

__ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
__ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
__ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment: (Education Code 35186; 5 CCR 4681)
__ A semester begins and a teacher vacancy exists. A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the school year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
__ A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learners in the class.
__ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions: (Education Code 17592.72, 35186, 35292.5; 5 CCR 4683)
__ A condition exists that poses an emergency or urgent threat to the health or safety of pupils or staff including gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer line stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff; structural damage creating a hazardous or uninhabitable condition; and any other condition deemed appropriate by the district.
__ A school restroom has not been cleaned or maintained regularly, is not fully operational, or has not been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers.

FIRST READING

~~The school has not kept all restrooms open during school hours when pupils are not in classes and has not kept a sufficient number of restrooms open during school hours when pupils are in classes. This does not apply when temporary closing of the restroom is necessary for pupil safety or to make repairs.~~

~~4. High school exit exam intensive instruction and services: (Education Code 35186)~~
~~Pupils who have not passed the high school exit exam by the end of grade 12 were not provided the opportunity to receive intensive instruction and services pursuant to Education Code 37254(d)(4) and (5) after the completion of grade 12.~~

~~Please describe the issue of your complaint in detail. You may attach additional pages and include as much text as necessary to fully describe the situation. For complaints regarding facilities conditions, please describe the emergency or urgent facilities condition and how that condition poses a threat to the health or safety of pupils or staff.~~

~~Please file this complaint at the following location:~~

~~(principal or title of designee of the Superintendent)~~

~~(address)~~

~~Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated.~~

~~(signature)~~ ~~(date~~Exhibit ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
version: July 2, 2013 San Jose, California
Revised: February 11, 2021

FIRST 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: **Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Alum Rock Educators Association (AREA), for the period of July 1, 2019 - June 30, 2020 and July 1, 2020 - June 30, 2021.**

Staff Analysis:

The District and AREA have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2019 - June 30, 2020 and July 1, 2020 - June 30, 2021.

Recommendation:

District administration is recommending that the Board of Trustees approve and ratify the Tentative Agreement.

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

To the Board of Trustees: **For Ratification**

Meeting: February 11, 2021 Regular Board Meeting

8.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Tentative Agreement
Between
Alum Rock Educators Association
And
Alum Rock Union Elementary School District

January 11, 2021

ARTICLE XVI
SALARY

16.1 Salary Increases

For the 2019-2020 school year:

Effective July 1, 2019, AREA unit members shall receive a 0% (zero percent) increase to the schedule, extended duty hourly rate and career increments governing the salaries of AREA unit members.

All AREA unit members employed during the 2019-2020 school year shall receive a one-time payment of $2,000 (two thousand dollars). AREA members who were not employed full time shall have this amount pro-rated.

For the 2020-2021 school year:

Effective July 1, 2020, AREA unit members shall receive a 0% (zero percent) increase to the salary schedule, extended duty hourly rate, and career increments governing the salaries of AREA unit members.

All AREA unit members employed during the 2020-2021 school year shall receive a one-time payment of $2,000 (two thousand dollars). AREA members who were not employed full time shall have this amount pro-rated.

16.2 Classification of Professional Preparation

16.2.1 Employees shall be placed on the appropriate column of the salary schedule in accordance with the units of advanced preparation they have completed. Reassignment to a higher classification shall become effective at the beginning of the next contract year after the new classification requirements have been met.

16.2.2 Unit Conversion

Quarter units are converted to semester units by multiplying the quarter units by two-thirds (2/3). If this multiplication results in a fraction that, when added to the other semester units, is within a half unit from the required units for qualifying for the next column, then the fraction shall be rounded up to the next whole number and the employee shall be placed on the next column.

16.2.3 Unit Approval

Units for salary credit will be submitted for approval to the Assistant Superintendent of Human Resources. Information regarding the units, the decisions of the Assistant Superintendent and the reasons for negative decisions shall be forwarded to the Association. Credit for upper division units (and those authorized under Section 16.2.3.1) submitted after July 1, 1976 from an accredited college or university shall be approved if they meet any of the following requirements:

A. any course which will increase the educational competence of any employee, in a subject area offered in the District;

B. any course taken by an employee in preparation for a credential or degree for a position which is included in the staff of the District;

16.2.3.1 Any teacher shall get approval for lower division units taken to maintain or develop language skills needed for instruction of EL students, or to develop skills in classroom computer technology.

16.2.4 Unit Placement on Salary Schedule

All completed units shall be credited to a member's placement; and position on; and movement of step or column, effective twice each school year; on September 1st and/or on February 1st.

(1) To receive such credit retroactive to the first day of school in a school year, all completed units must be submitted to the Department of Human Resources on or before the close of business on the last workday in August. The new placement and salary shall be reflected on the member's pay warrant effective for the month of October. An official record of course completion, when issued, will be required for confirmation of these courses. The official record of course completion shall be filed with the Department of Human Resources by September 15th.

(2) To receive such credit retroactive to February 1st of the current school year all completed units must be submitted to the Department of Human Resources on or before the close of business on the last workday in January. The new placement and salary shall be reflected on the member's pay warrant effective for the month of March. An official record of course completion, when issued, will be required for confirmation of these courses. The official record of course completion shall be filed with the Department of Human Resources by February 15th.

Grade cards, when issued, will be required for confirmation of these courses. These cards shall be filed with the Department of Human Resources. The District shall provide each employee prior to May 1st, of each year, a statement of the number of units that the District has on file for him/her.

16.2.5 The District shall reimburse employees pursuing a credential or other certification in a District-declared special needs area for the cost of books, tuition, and fees, not to exceed $2,000.00 per employee per year. By May 31st of each school year, the District shall declare the areas of special needs for the following school year. In order for an

AREA bargaining unit member to be eligible to receive book/tuition fees reimbursement pursuant to Article 16.2.5, said member must be assigned to a District-declared special needs area at the time the member's book/tuition/fees expenses are incurred.

16.3 Classification of Professional Experience

16.3.1 Initial Step Placement and Transfer

Employees shall be given full credit, on a year-to-year basis, up to ten (10) years at the time of initial placement on the salary schedule for previous teaching experience. Teaching experience, for salary schedule placement purposes, shall include all similar experience in positions requiring equal certification qualifications.

16.3.2 Step Requirements

The advancement on the salary schedule shall be at the rate of one step for each year of teaching experience. If an employee is employed for at least seventy-five percent (75%) of a school year, he/she shall be given credit for that year's experience for salary schedule advancement purposes. Two (2) consecutive years equaling one hundred percent (100%) shall be counted as one (1) year's credit.

16.3.3 Career Increments

Employees who have completed fourteen (14) years, nineteen (19) years, and twenty-four (24) years of credited service to the District shall receive career increments.

Effective July 1, 2018, the base for the increment at Year 15 shall be $2,786, Year 20 shall be $3,903, and Year 25 shall be $3,903.

16.3.4 Higher Degree Stipend

Unit members who hold a Masters Degree or a National Board for Professional Teaching Standards Certificate (NBPTSC) shall receive an annual total stipend of One Thousand Dollars ($1,000.00); If the unit member has a Doctorate Degree then the unit member shall receive an annual total combined stipend of Two Thousand Dollars ($2,000.00). No unit member may earn more than one NBPTSC stipend/higher degree stipend each year for a graduate higher degree/doctorate degree or NBPTSC. Graduate and doctorate degrees must be verified by submitting an official transcript from a college or university accredited by an accrediting agency recognized by the U.S. Department of Education's Office of Post-Secondary Education as qualified to accredit colleges and universities in the degree subject conferred. The last day for filing transcripts and the NBPTSC is on or before the close of business on the last workday in August. Unit members who file transcripts/NBPTSC after this date will begin receiving their stipend beginning the following school year.

16.3.5 Bilingual Teacher Stipend

Effective July 1, 2019, an annual stipend of $500 (five hundred dollars) shall be paid to members who hold a BCLAD credential. Effective July 1, 2019, an additional annual stipend of $1,000 (one thousand dollars) shall be paid to members who hold a BCLAD credential and are teaching in a Dual Language Immersion classroom.

16.3.6 Overnight Education Payment

Effective July 1, 2019, a daily payment of $250.00 (two hundred fifty dollars) shall be paid to members who accompany students on any District approved overnight events or activities.

16.3.8 SDC/RSP/School Nurse/Adapted PE Stipend

Effective July 1, 2019, an annual stipend of $500 (five hundred dollars) shall be paid to members who hold a Special Education related credential or School Nurse Services Credential. Effective July 1, 2019, an additional annual stipend of $1,000 (one thousand dollars) shall be paid to members who hold a Special Education related credential or School Nurse Services Credential and who are in a Special Education or School Nurse assignment. This stipend only applies to members on the Certificated Salary Schedule.

16.4 Employees who work less than a full year or a full day shall receive salaries and fringe benefits pro-rated on the basis of their regular annual salaries.

16.5 Employees who are required to work more than the employee work year shall be paid at their daily rate of pay or receive compensatory time at the employee's option.

16.6 For specified meetings or activities members shall be paid the current extended duty hourly rate as defined on the salary schedule. Optional in-services may be offered without compensation or at a fixed stipend.

16.7 The regular payroll period shall be defined as monthly, beginning with the first (1st) of each month. Salary payments shall be made not less than the last teaching day during the payroll period. The supplemental pay period shall begin on the twenty-first (21st) of the month and end on the twentieth of the following month. Salary payments for services, in addition to the employee's regular assignments, shall be made by the tenth (10th) of the month following the close of the payroll period in which the service was performed, and shall be submitted to Payroll as of the close of business on the fifteenth (15th) of each month to receive payment on the tenth (10th) of the following month.

16.8 Salary Schedule (See attached.)

16.8.1 The annual salary for an employee's work year shall be as provided in Appendix A.

16.8.2 The annual salary for a Speech Therapist and Psychologist's work year shall be as provided in Appendix A.

16.9 Payroll/Compensation Error Resolution

AREA and the district recognize that any amount underpaid by the district to an employee must be recovered by the employee, pursuant to law. This applies to all salary or other monetary issues.

When the district has underpaid an employee, the district shall immediately set about to determine the correct amount to make the employee whole. The district shall make every effort to complete this determination within ten (10) business days. The district shall then make every effort to pay the appropriate amount within ten (10) business days from the date of the determination.

Whenever the underpaying of an employee of any other accounting error occurs which directly results in negative financial repercussions for the employee, the district agrees to pay those costs upon presentation by the employee to the district of appropriate evidence. Examples of "negative financial repercussions for the employee" include: late fees or interest assessed by creditors, overdraft or dishonored check charges.

Such evidence must be provided to the district within 60 days of the error. The district shall make every effort to issue payments to the employee within ten (10) business days from the date appropriate evidence is provided.

ARTICLE XVII
UNIT MEMBER BENEFITS

17.1 Medical and Dental Insurance

17.1.1 For any district offered insurance plan in which a unit member is enrolled, the District agrees to pay eighty-five percent (85%) ongoing of the school year's total current premiums for the plan(s) and one hundred percent (100%) vision base coverage in which the unit member participates.

For any district offered insurance plan in which a unit member is enrolled, the District agrees to pay eighty-five percent (85%) ongoing of the school year's total current premiums for the plan(s) and one hundred percent (100%) vision base coverage in which the unit member participates.

17.1.1.1 Any unit member submitting his/her resignation on or before June 30, shall have their medical and dental insurance covered through the subsequent August. The District shall indemnify, defend and hold harmless the Association against court action and/or administrative action before the Public Employment Relations Board (PERB) challenging the legality or constitutionality of the Benefits article of this agreement or its implementation. The District shall have the exclusive right to decide and determine whether any such claims or suits referred to in the above paragraph shall or shall not be compromised, resisted, defended, tried or appealed.

17.1.2 Every unit member shall be considered a primary subscriber.

17.1.3 Fringe benefits for unit members working less than 70% of the work day shall be pro-rated.

17.1.4 Any retirees from the District retain the right to be included in all fringe benefit programs provided they pay the necessary premiums to the District.

17.1.5 The benefits provided in this section shall remain in effect during the term of this Agreement or until the effective date of a succeeding Agreement.

17.2 Unit members shall not be charged a fee for processing authorized payroll deductions.

17.3 Property Damage

17.3.1 The District shall reimburse unit members for damage or destruction of clothing or personal property suffered while performing services for the District or while on District business. A fund shall be established in the amount of $5,000.00 annually to cover such damage or destruction. Payments shall be made by June 30, annually. If the funds are insufficient to cover the claims, payment shall be made on a pro-rata basis.

17.4 The District and the Association shall meet to negotiate retirement incentives prior to any plan offered to the Association by the District.

For AREA:

Susan Estep — 1/11/2021

AREA Representative Signature — Date

For the District:

Cindy Moran — 1/11/2021

District Representative Signature — Date

Santa Clara County Office of Education

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS

School District: *Alum Rock Union Elementary School District*
Bargaining Unit: AREA, CSEA, Teamsters and Un-Represented **FTE:** 830.00
Period of Agreement: FY 2019-20 and 2020-21 **Date of Public Meeting:** 2/11/21

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	$ 2,000.00	$ 2,000.00	-
Health & Welfare (capped?)	Status Quo	Status Quo	N/A

Details (cap limit, plan coverage, etc.):
One-time-off-schedule payment of $2,000 for 2019-20 and one-time-off-schedule payment of $2,000 for 2020-21 for all units, including Un-Represented employees.

Other provisions:
$500/$1,500 stipends for Bilingual, SDC/RSP/School Nurse/Adapted PE. $250 stipend for Overnight Education Payment.

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*	2,172,706	2,097,631	-
Benefits	-	-	-
Other Compensation Costs			-
Other Non-Compensation Costs	-	-	-
Total Cost of Settlement	2,172,706	2,097,631	-
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*

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate the current status (whether settled or not settled) of the remaining units.

Bargaining Unit	FTE	Status

	Year: 2020-21	Year: 2020-21	Year: 2020-21
Total Revenues	141,719,745	-	**141,719,745**
Other Financing Sources/Uses		-	-
Interfund Transfer In		-	-
Interfund Transfer In	-	-	-
Interfund Transfer Out	-	-	-
Total Other	-	-	-
Total Expenditures	$ 139,393,485.32	$ 4,270,338.00	**143,663,823**
1000 Certificated Salaries	55,971,556	2,477,250	**58,448,806**
2000 Classified Salaries	20,091,006	1,389,500	**21,480,506**
3000 Benefits	35,911,830	403,588	**36,315,418**
4000 Instructional Supplies	8,599,418	-	**8,599,418**
5000 Contracted Services	18,263,635	-	**18,263,635**
6000 Capital Outlay	136,834	-	**136,834**
7000 Other	419,207	-	**419,207**
Operating Surplus (Deficit)	2,326,260		**(1,944,078)**
Beginning Fund Balance	14,709,837		**14,709,837**
Projected Ending Balance	17,036,097	(4,270,338)	**12,765,759**
Available Reserves	**17,036,097**		**12,765,759**
Available Reserves *(Include Fund 17 Special Reserve)*	12,854,292		8,455,844
Reserve For Economic Uncertainties	4,181,805		4,309,915
Total Available Reserves	17,036,097	(4,270,338)	12,765,759
State Required Reserve % 3%			
State Required Reserve $	4,181,805	128,110	4,309,915

CERTIFICATION

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with AB3141 before being submitted to the Governing Board for ratification.

Chief Business Officer — Date: 1/26/21

District Superintendent — Date: 1/26/21

This information was publicly disclosed in accordance with AB3141 before being submitted to the Governing Board. The agreement(s) referenced above were ratified on:

Date

District Superintendent

District Board President

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 Payments to Teamsters Bargaining Unit Members Pursuant to "me, too" Provision for 2019-2020 and 2020-2021 School Years.**

Staff Analysis:

Teamsters Local 150 Collective Bargaining Agreement (July 1, 2017 - June 30, 2020), Article 22.1.1 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 Teamsters bargaining unit, the Teamsters shall receive the same increase."* Pursuant to the "me, too" clause in the Teamsters Agreement, Teamsters unit members are entitled to the same one-time off-schedule payments for the 2019-2020 and 2020-2021 school years any other bargaining unit receives. In this case, AREA will receive a one-time off schedule payment of $2,000 for each of the 2019-2020 and 2020-2021 school years. Teamsters has previously received a $500 off schedule increase for those school years. The Board is requested to ratify the payments per the contract terms in the amount of $1,500 to each Teamsters member for each of those years which will equal the amount paid to AREA members.

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

To the Board of Trustees: **For Ratification**

Meeting: February 11, 2021 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: _____

ARTICLE XXII: PAY AND ALLOWANCE

22.1 Regular Rate of Pay: The regular rate of pay for each position in the bargaining unit shall be in accordance with the rates established for each class. The regular rate of pay shall include any shift differential and/or longevity increment required to be paid under this Agreement.

22.1.1 Effective July 1, 2017, the District shall increase the salary schedule for all bargaining unit members by 4%, effective July 1, 2017.

For the terms 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 Teamsters bargaining unit, then Teamsters shall receive the same increase.

22.2 Payroll Errors. Any District payroll error resulting in insufficient payment for an 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 department. Implementation of this Article will be done in accordance with the District memorandum dated August 14, 1983.

22.3 Lost Checks. Any paycheck issued to an bargaining unit member in the Union bargaining unit 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 herself/himself at the Payroll Department and sign an affidavit of loss/non-receipt of check.

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

3) Payroll will then reissue the lost/non-received check. Please allow ten (10) days for the District to reissue the check.

4) In the event that the ten (10) 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.

22.4 Mileage. Any bargaining unit member in the bargaining unit required to use his/her vehicle on District business shall be reimbursed for all miles driven on behalf of the District at the rate which is commensurate with that paid to State bargaining unit members. The mileage computation shall include mileage necessary to return to the bargaining unit member's normal job site after the completion of District business. Mileage claims shall be verified by the immediate supervisor by his/her signature on the appropriate District form.

22.5 Meals. Any bargaining unit member in the bargaining unit who, as a result of work assignment, must have meals away from the District shall be reimbursed for the full cost of the meal with verification by the immediate supervisor.

22.6 Lodging. Any bargaining unit member in the bargaining unit who, as a result of work assignment, must be lodged away from home overnight shall be reimbursed by the District for the full cost of such lodging. Where possible, the district shall provide advance funds to the bargaining unit member for such lodging. If advance funds are not available or do not cover the full cost of required lodging, the District shall reimburse the bargaining unit member for out-of-pocket lodging expenses.

Santa Clara County Office of Education

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS

School District: *Alum Rock Union Elementary School District*
Bargaining Unit: AREA, CSEA, Teamsters and Un-Represented **FTE:** 830.00
Period of Agreement: FY 2019-20 and 2020-21 **Date of Public Meeting:** 2/11/21

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	$ 2,000.00	$ 2,000.00	-
Health & Welfare (capped?)	Status Quo	Status Quo	N/A

Details (cap limit, plan coverage, etc.):
One-time-off-schedule payment of $2,000 for 2019-20 and one-time-off-schedule payment of $2,000 for 2020-21 for all units, including Un-Represented employees.

Other provisions:
$500/$1,500 stipends for Bilingual, SDC/RSP/School Nurse/Adapted PE. $250 stipend for Overnight Education Payment.

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*	2,172,706	2,097,631	-
Benefits	-	-	-
Other Compensation Costs			-
Other Non-Compensation Costs	-	-	-
Total Cost of Settlement	2,172,706	2,097,631	-
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*

STATUS OF BARGAINING UNIT/EMPLOYEE AGREEMENTS

Indicate the current status (whether settled or not settled) of the remaining units.

Bargaining Unit	FTE	Status

	Year: 2020-21	Year: 2020-21	Year: 2020-21
Total Revenues	141,719,745	-	**141,719,745**
Other Financing Sources/Uses		-	-
Interfund Transfer In		-	-
Interfund Transfer In	-	-	-
Interfund Transfer Out	-	-	-
Total Other	-	-	-
Total Expenditures	$ 139,393,485.32	$ 4,270,338.00	**143,663,823**
1000 Certificated Salaries	55,971,556	2,477,250	**58,448,806**
2000 Classified Salaries	20,091,006	1,389,500	**21,480,506**
3000 Benefits	35,911,830	403,588	**36,315,418**
4000 Instructional Supplies	8,599,418	-	**8,599,418**
5000 Contracted Services	18,263,635	-	**18,263,635**
6000 Capital Outlay	136,834	-	**136,834**
7000 Other	419,207	-	**419,207**
Operating Surplus (Deficit)	2,326,260		**(1,944,078)**
Beginning Fund Balance	14,709,837		**14,709,837**
Projected Ending Balance	17,036,097	(4,270,338)	**12,765,759**
Available Reserves	**17,036,097**		**12,765,759**
Available Reserves *(Include Fund 17 Special Reserve)*	12,854,292		8,455,844
Reserve For Economic Uncertainties	4,181,805		4,309,915
Total Available Reserves	17,036,097	(4,270,338)	12,765,759
State Required Reserve % 3%			
State Required Reserve $	4,181,805	128,110	4,309,915

CERTIFICATION

The above information summarizes the financial implications of the proposed agreement. This information will be publicly disclosed in accordance with AB3141 before being submitted to the Governing Board for ratification.

Chief Business Officer — Date: 1/26/21

District Superintendent — Date: 1/26/21

This information was publicly disclosed in accordance with AB3141 before being submitted to the Governing Board. The agreement(s) referenced above were ratified on:

Date

District Superintendent

District Board President

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

8.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

CSEA Chapter #305 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."* 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 any other bargaining unit receives. In this case, AREA has received a one-time off schedule payment of $2,000 for the 2019-2020 school year. Both CSEA and Teamsters have each previously received a $500 increase for that school year. The Board is requested to ratify the payments per the contract terms in the amount of $1,500 to each CSEA member which will equal the amount paid to AREA and Teamster members.

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

To the Board of Trustees: **For Ratification**

Meeting: February 11, 2021
Regular Board Meeting

8.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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.

Santa Clara County Office of Education

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS

School District: *Alum Rock Union Elementary School District*
Bargaining Unit: AREA, CSEA, Teamsters and Un-Represented — **FTE:** 830.00
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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
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Total Expenditures	$ 139,393,485.32	$ 4,270,338.00	**143,663,823**
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Chief Business Officer — Date: 1/26/21

District Superintendent — Date: 1/26/21

This information was publicly disclosed in accordance with AB3141 before being submitted to the Governing Board. The agreement(s) referenced above were ratified on:

Date

District Superintendent

District Board President

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **APPROVAL OF BOARD MEETING MINUTES FOR THE FOLLOWING DATES:**

- **August 13, 2020, Regular Board Meeting**
- **August 27, 2020, Special Board Meeting**
- **September 10, 2020, Regular Board Meeting**
- **September 29, 2020, Special Board Meeting**
- **October 8, 2020, Regular Board Meeting**
- **October 8, 2020, Special Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, August 13, 2020, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #02-20/21

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 5:30 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano said there is a quorum.

President Ernesto Bejarano said the meeting is being live-streamed by the YouTube channel which is Alum Rock TV. He said there is a raise-your-hand function to comment.

President Ernesto Bejarano said there were comments made by community members and Board members that they are being silenced. He said he is going to set time limits to get through the Board's business in a timely fashion. He said he is proposing that there be a twenty-minute cap per item.

Vice-President Corina Herrera-Loera said she agrees with what President Ernesto Bejarano said. She said giving everyone a twenty-minute cap does give everyone a chance to speak.

Member Linda Chavez asked if there is an item and there are not that many speakers, is the Board going to give the speakers more time.

Member Dolores Marquez-Frausto said she is not in agreement with what President Ernesto Bejarano is saying tonight. She said she believes the public comment should be more than one minute.

Vice-President Corina Herrera-Loera said the items need to be passed and need to move forward.

Member Linda Chavez said the Board has been deemed by the state. She said if she had children in the schools, she would like her opinion heard. She said there are a lot of frustrated parents.

Clerk Andrès Quintero said to President Ernesto Bejarano that if he needs to manage the meeting, then go ahead. He said that is the role of the President.

President Ernesto Bejarano said he wanted to modify his proposal and give two minutes per speaker.

Counsel Rogelio Ruiz said to President Ernesto Bejarano that he had made a motion and there was no second.

President Ernesto Bejarano said he is going to retract his motion and leave it to two minutes as always.

1. OPEN SESSION *(continued)*

1.02 Discussion And/Or Modification(s) of the Agenda

There was none.

2. Special Presentation

2.01 Seal of Biliteracy Achievement Awards-Student Recognition

Maria Martinez, Principal at Adelante, and Brittany Rykels, Coordinator of Academic Services, named the eighth grade students who received an award from Adelante Dual Language Academy.

1) Arlene Gizel Llanto
2) Jocriss Adolfo Villalobos
3) Betzy Morfin Sanchez
4) Nahiely Zarate
5) Leilani Flores
6) Giselle Contreras Beltran
7) Eric Medina Ramos
8) Franchesa Margarita Escobar
9) Melanie Lizette Gonzalez
10) Elizabeth Hernandez

Vice-President Corina Herrera-Loera congratulated the students that received awards.

Member Dolores Marquez-Frausto congratulated all the students for the wonderful job they did.

Clerk Andrés Quintero congratulated the students for going the extra mile.

Member Linda Chavez thanked students and teachers for going the extra mile and for all the support they gave the students.

2.02 Summer Extended Year Program, 2020; Summary and Highlights

Director Sandra Garcia and Gloria Hayes-Perkins, Principal at Cureton Elementary, had a PowerPoint presentation regarding the Summer Extended Year Overview, and the highlights are as follows:

2.Special Presentation *(continued)*

Extended year programming in Alum Rock takes place during the summer, but we have redefined the "summer school" paradigm to allow for:

- Blended instructional delivery allowing a majority of programs to be delivered virtually, with face to face options provided per social distancing guidelines for select special education settings
- Academic rigor that will ensure all students are prepared to thrive in a diverse and competitive world
- English learner scaffolds that will challenge students to reach and exceed academic proficiency
- Social-emotional supports that provide the tools and resources for students to be successful
- Innovative, 21st century-focused themes and environments that engage students and families

Programs	Enrolled
Bridge to kinder	109
ELA Focus (Grades 4-8)	160
SPED Extended Year (all)	140
ELL Focus (Grades 4-8)	75
VAPA Jazz	11
Elevate Math (Grades 4-7)	342
Computer Science (Middle School)	54
Mariachi	3
Springboard (Grade 1-3)	317
Jose Valdez intervention	168
Jose Valdez enrichment	127
Tutorworks (code/write/draw)	42

Member Dolores Marquez-Frausto thanked the staff for the presentation

Vice-President Corina Herrera-Loera thanked Sandra Garcia and the teachers for the programs. She said she was fortunate enough to get great feedback.

Member Dolores Marquez-Frausto asked what was happening with the paraeducators.

2.Special Presentation *(continued)*

President Ernesto Bejarano thanked Sandra Garcia and Gloria Hayes-Perkins for an excellent presentation. He said he and some Board members know how hard it is to provide these services during the summertime. He said there are a lot of positive things going on in Alum Rock.

Member Linda Chavez said it was good to see that the money was well spent. She said sometimes she goes and sees some of the programs. She thanked Sandra Garcia and Gloria Hayes-Perkins for all their hard work.

Public Comment:

1) Veronica thanked everyone. She said her daughter attended the Jose Valdes program and it was great.

2) Gabriela asked if the district takes into consideration the parents that work.

3) Brenda Zendejas said she took her children to the programs and they did a wonderful job.

3.01 Requests to Address the Board

1) Flor De Leon thanked Superintendent Bauer for her concerns she had for parents during the distance learning. She said she is demanding a community oversite committee to support safety services.

2) Veronica said she is urging the district to have an oversite committee.

3) Earl said he is concerned about parents being supported at home. He said he would like to see a focus group like an oversite committee.

4) Anthony said he is a teacher at Alum Rock. He said he is uncertain as to how the framework will be during distance learning.

5) Dilza Gonzalez thanked Superintendent Bauer for sending parents an open plan. She said to pay attention to the students.

6) Brenda Zendejas said she is urging the district to open up an oversite committee. She said the teachers also have kids.

7) Claudia Coello said the reopening plan has loopholes that need to be addressed.

4. Comments and Communications

4.01 Teamsters

There were no representatives from Teamsters at this time.

4.02 California School Employee's Association (CSEA)

There were no representatives from CSEA at this time.

4.03 Alum Rock Administrator's (ARAA)

Maria Martinez, Principal at Adelante and ARAA President, said Alum Rock is launching another academic year. She said everyone is practicing social distancing.

4.04 Alum Rock Educator's Association (AREA)

Jocelyn Merz, AREA President, said this was the start of her forty-first year. She commented that the AREA teachers are ready to commit to teaching. She thanked the bargaining team and Counsel Rogelio Ruiz along with the AREA team for working to come to an agreement.

4.05 Superintendent

Superintendent Bauer thanked everyone. She said Jocelyn Merz captured everything that she feels. She thanked the teachers for all the emails. She thanked the community. She thanked City Year for all the work they have done.

4.06 Board of Trustees/Communication/Comments

Vice-President Corina Herrera-Loera congratulated the staff that has worked. She also thanked the parents who spoke.

Member Linda Chavez said even if individuals do not see a Board member's name on the screen of the computer, it does not mean that they are not at a meeting. She said it is worth doing all the things she does because it is for the students and to keep the district moving forward.

Clerk Andrés Quintero thanked everyone that is in attendance at the Board meeting. He said he appreciated all the feedback from the community and their support. He asked that Superintendent Bauer inform the community of the grant the district received.

4. Comments and Communications *(continued)*

Superintendent Bauer said that the district received a grant in the amount of two hundred thousand dollars. She said the district can now purchase iPads to ensure that every child has a device. She commented that she hopes the Board will approve the Verizon grant. She said this is to have labs built for the fall for students to enjoy them.

Clerk Andrés Quintero said he appreciated the administration for working hard. He thanked Maria Martinez, Principal at Adelante, for the update regarding the dual immersion.

Member Dolores Marquez-Frausto thanked parents for attending the Board meeting virtually. She thanked the staff that is continually working. She thanked all the teachers for being ready and prepared to teach.

President Ernesto Bejarano thanked all his colleagues and he appreciated all the comments made. He said that late Board meetings did come up in the state audit. He said negotiations for all the negotiating team is a hard process. He commented on how stakeholders came and provided services to students in Alum Rock. He said not to let the perfect get in the way of the good. He thanked Member Linda Chavez for the comment she made regarding attending meetings. He said he has attended meetings, as well, and has seen a lot. He said he wanted to comment on comments made by the public regarding the Board rubber stamping everything. He said, during the month, the Board is in constant communication.

5.Contracts Over $100,000

5.01 Approve City of San Jose ASES Contract for the 2020-2021 SY. Provide homework assistance on-site or virtually in following: science, technology, art/math enrichment, nutrition, and organized physical activities at Lyndale Elementary School, State & Federal, $123,045.

MOTION #01-02 by Vice-President Corina Herrera-Loera to approve Action Item 5.01 as presented. MOTION #01-02 was seconded by Clerk Andrés Quintero.

Public Comment:

1) Veronica said that President Ernesto Bejarano is holding the public comment back in meetings. She said the district is allowing the city to use district buildings, but the city needs to pay the district.

2) Brenda Zendejas asked how homework assistance is going to be done for students. She asked for transparency.

3) Mr. Earl said it is unclear how virtual learning is going to be. He said this is an opportunity for the community to be more involved. He said the program does benefit all children.

5.Contracts Over $100,000 *(continued)*

Member Linda Chavez requested to tell her why the staff is qualified to teach. She asked if the staff is credentialed.

Superintendent Bauer replied that this is not a new program. She said the district needs to follow criteria in regards to the number of kids that need to participate.

Member Linda Chavez said that the response did not answer her question.

Superintendent Bauer replied that this is an afterschool program. She said children will be in an afterschool program.

Member Linda Chavez asked what makes the staff qualified to do that type of work.

Superintendent Bauer replied that the ACES program goes through a rigorous selection process. She said the staff goes through an embedded process.

Member Linda Chavez asked if the ACES staff is fingerprinted since they deal with kids. She said some community members has asked her these questions and that is her reasoning for her question.

Superintendent Bauer replied that the ACES program follows the same protocols.

Member Dolores Marquez-Frausto thanked Superintendent Bauer for explaining the program to her during their one-on-one. She asked if there were different hours for different grades and what is happening with the classified staff during 9:00 am-12:00 pm. She said she wants to make sure the district is not violating the contract with CSEA.

Superintendent Bauer replied that the paraeducators will be with teachers from home. She said the district cannot engage with CSEA.

Vice-President Corina Herrera-Loera commented that some people have the luxury of being home with their children and others do not. She said some people do not know where they are going to sleep. She said this will provide a safe space and internet connection. She said she will be supporting this item.

Member Dolores Marquez-Frausto said she thought she was not going to be seeing these types of contracts since there are no kids in school. She said these programs are costly.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero and President Ernesto Bejarano Noes: Member Dolores Marquez-Frausto and Member Linda Chavez.
Vote: 3/2; Motion Carries

5.Contracts Over $100,000 *(continued)*

5.02 Approve YMCA TK/Kinder Contract for the 2020-2021 SY. This program will offer English Language Arts & Math support programs at eight (8) elementary schools: Aptitud, Cassell, Chavez, Cureton, Dora, L.U.C.H.A., Adelante II & San Antonio, State & Federal, $354,000.

MOTION #02-02 by Vice-President Corina Herrera-Loera to approve Action Item 5.02 as presented. MOTION #02-02 was seconded by Member Dolores Marquez-Frausto.

Public Comment:

1) Veronica thanked all the afterschool programs. She said she loves this program.

Member Dolores Marquez-Frausto said the district needs to enroll students young to keep them in the district. She said she will be supporting this item.

Member Linda Chavez said she will not be supporting this item because she feels that the money should be used for connectivity.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Dolores Marquez-Frausto Noes: Member Linda Chavez.
Vote: 4/1; Motion Carries

5.03 Approve the Think Together ASES Contract for the 2020-2021 SY. Provide afterschool homework assistance support either on-site or virtually in the following subjects: science, technology, art/math enrichment, nutrition and organized physical activities to: Adelante, Hubbard, Linda Vista, McCollam, Russo/McEntee and Painter, State & Federal, $860,231.

MOTION #03-02 by Vice-President Corina Herrera-Loera to approve Action Item 5.03 as presented. MOTION #03-02 was seconded by President Ernesto Bejarano.

Public Comment:

1) Veronica asked why she did not see Cesar Chavez on the list for afterschool programs.

2) Victor Vasquez said the afterschool programs are not going to be the same. He said the staff in the programs might not be teachers but they are certificated professionals.

5.Contracts Over $100,000 *(continued)*

3) Brenda Zendejas said that she is thankful for this program. She said she heard some of the schools are going to be opened for child care. She asked if the staff of the program was going to get hazard pay.

Member Linda Chavez asked that the questions being asked by the community be answered. She asked if the staff of the program is going to get hazard pay.

Superintendent Bauer replied that City Year employs its people. She said she has no response to the question asked because they are not Alum Rock School District employees.

Member Linda Chavez asked if City Year is paying hazard pay to their employees.

President Ernesto Bejarano replied to Member Linda Chavez that Superintendent Bauer answered her question. He said she does not know if they are getting hazard pay. He said however the contractor decides to dispose of their funds is up to them.

Member Linda Chavez asked if the district is overpaying for child care and if the district can get a better rate.

President Ernesto Bejarano replied he disagrees with the statement of it being child care. He said it is beyond child care.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Dolores Marquez-Frausto Noes: Member Linda Chavez.
Vote: 4/1; Motion Carries

5.04 Approve the Maxim Healthcare Staffing Services Contract for the 2020-2021 SY. Provide daily medical assistance to students with medical needs, Special Ed, $217,800.

MOTION #04-02 by Member Linda Chavez to approve Action Item 5.04 as presented. MOTION #04-02 was seconded by Clerk Andrès Quintero.

Public Comment:

1) Veronica thanked the Board for bringing this item to the agenda. She said the questions asked are due to a lack of transparency.

Member Linda Chavez said the money being spent on this item is well spent. She is going to be supporting it.

5.Contracts Over $100,000 *(continued)*

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero, President Ernesto Bejarano, Dolores Marquez-Frausto and Member Linda Chavez. Vote: 5/0; Motion Carries

> **5.05 Approve the Think Together TK/Kinder Contract for 2020-2021 SY. Provide on-site or virtual support during/after school for the following: home assistance, science, technology, art/math enrichment, nutrition and organized physical activities at LUCHA and Adelante II, State & Federal, $254, 381.**

MOTION #05-02 by Vice-President Corina Herrera-Loera to approve Action Item 5.05 as presented. MOTION #05-02 was seconded by Clerk Andrès Quintero.

Public Comment:

1) Victor Vasquez said that those types of programs do provide support for students. He said growing up with a working mom, there was a lot of adults who provided academic support to him.

2) Dilza Gonzalez thanked the Board for bringing this item. She commented that students are supported by the programs.

3) Veronica said the programs are so amazing. She said her daughter has been supported by these programs.

Member Linda Chavez said the district is a Local Education Agency. She asked why the city and county make the district pay for these programs.

Member Dolores Marquez-Frausto asked why the district allows others to use the facilities without having to pay. She said she does not feel comfortable in allowing others to use the district facilities.

Clerk Andrès Quintero said the county has brought resources to the district. He said the district pays staff to support children.

President Ernesto Bejarano said the Board spoke about bringing services to the district to support families. He said both of his daughters are proud graduates from Alum Rock School District and they were in some of these programs. He said he will be supporting this item.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Dolores Marquez-Frausto Noes: Member Linda Chavez.
Vote: 4/1; Motion Carries

5.Contracts Over $100,000 *(continued)*

5.06 Approve the YMCA Silicon Valley (East Valley Branch) ASES Contract for the 2020-2021 SY. Provide on-site or virtual support during/after school for the following: home assistance, science, technology, art/math enrichment, nutrition and organized physical activities at LUCHA and Adelante II, State & Federal, $254,381.

MOTION #06-02 by Vice-President Corina Herrera-Loera to approve Action Item 5.06 as presented. MOTION #06-02 was seconded by President Ernesto Bejarano.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano and Dolores Marquez-Frausto Absent: Member Linda Chavez and Vice-President Corina Herrera-Loera.
Vote: 3/2; Motion Carries

5.07 Approve MOU with the County of Santa Clara Department of Behavioral Health Services for the 2020-2021 SY. School Linked Services Coordinators and School Counselor Interns support ARUSD families socially, emotionally, and with academic success, Student Services, $100,000.

MOTION #07-02 by Member Linda Chavez to approve Action Item 5.07 as presented. MOTION #07-02 was seconded by President Ernesto Bejarano.

Public Comment:

1) Veronica said she was proud of this program. She congratulated the Board for passing the resolution, Black Lives Matter.

2) Victor Vasquez said this item is not going to get the district any solutions from the city or the county.

3) Brenda Zendejas thanked whoever advocated for these services for the children.

4) Dilza Gonzalez thanked the staff for bringing this item. She said that children are going through stressful moments.

Member Linda Chavez said that, because of COVID, the kids need these types of programs.

Member Dolores Marquez-Frausto said every partnership is going to cost the district. She said she is going to support this item because she feels it is money well spent.

Vice-President Corina Herrera-Loera said these types of services are needed in schools. She said she looks forward to supporting these types of programs for students.

President Ernesto Bejarano said he is familiar with this program. He said it provides good services at any level for students. He said he will be supporting this item.

5.Contracts Over $100,000 *(continued)*

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero, President Ernesto Bejarano, Dolores Marquez-Frausto and Member Linda Chavez. Vote: 5/0; Motion Carries

6. Superintendent/ Board Business

6.01 Approve CSBA Membership Dues, Period from July 1, 2020 through June 30, 2021, $13,870.00. Dues not processed before September 15, 2020 will result in a disruption of services.

MOTION #08-02 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #08-02 was seconded by Clerk Andrès Quintero.

Member Dolores Marquez-Frausto said this item should be tabled for the October meeting. She said CSBA gives very little service to the district.

Member Linda Chavez said she disagreed with what Member Dolores Marquez-Frausto commented on. She said CSBA has been very helpful to the district.

Vice-President Corina Herrera-Loera said she agrees with Member Linda Chavez's comments. She said the current President of CSBA Xilonin Cruz-Gonzalez represents a lot of Latino children.

Clerk Andrès Quintero said that everyone has good points. He said he agrees with what Member Dolores Marquez-Frausto said regarding the organization having some serious issues. He commented that the district does obtain good information from them. He said he will be supporting this item.

President Ernesto Bejarano said he wanted to echo what Clerk Andrès Quintero and Member Dolores Marquez-Frausto mentioned. He said that there is a benefit to continue as members of CSBA. He said he will be supporting this item.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Member Linda Chavez Noes: Member Dolores Marquez-Frausto.
Vote: 4/1; Motion Carries

6. **Superintendent/ Board Business** *(continued)*

6.02 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2020 through June 30, 2021, $3,468.00. Due not processed before September 15, 2020 to keep uninterrupted access to service.

MOTION #09-02 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #09-02 was seconded by Clerk Andrès Quintero.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Member Linda Chavez Noes: Member Dolores Marquez-Frausto.
Vote: 4/1; Motion Carries

6.03 Approve CSBA Gamut Policy Plus, Period from July 1, 2020 through June 30, 2021, $3,485.00. Services must be renewed by September 15, 2020 to keep uninterrupted access to service.

MOTION #10-02 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #10-02 was seconded by Clerk Andrès Quintero.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Member Linda Chavez Noes: Member Dolores Marquez-Frausto.
Vote: 4/1; Motion Carries

6.04 Approve CSBA GAMUT Online, Period from July 1, 2020 through June 30, 2021, $3,445.00. Services must be renewed by September 15, 2020 to keep uninterrupted access to service.

MOTION #11-02 by Member Linda Chavez to approve Action Item 6.04 as presented. MOTION #11-02 was seconded by Clerk Andrès Quintero.

Member Dolores Marquez-Frausto said she rather hire Counsel Rogelio Ruiz to do the policies than CSBA.

Counsel Rogelio Ruiz said that he does not draft policies from scratch. He said he uses GAMUT. He said GAMUT is a valuable tool for the district.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero President Ernesto Bejarano and Member Linda Chavez Noes: Member Dolores Marquez-Frausto.
Vote: 4/1; Motion Carries

6. **Superintendent/ Board Business** *(continued)*

6.05 Approve Board Policy 4119.24/4219.24/4319.24, Maintaining Appropriate Adult-Service Interactions- Second Reading.

MOTION #12-02 by Member Linda Chavez to approve Action Item 6.05 as presented. MOTION #12-02 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero, President Ernesto Bejarano, Dolores Marquez-Frausto and Member Linda Chavez. Vote: 5/0; Motion Carries

6.06 Approve Board Policy 5125, Student Records- Second Reading

MOTION #13-02 by Member Linda Chavez to approve Action Item 6.06 as presented. MOTION #13-02 was seconded by President Ernesto Bejarano.

Member Linda Chavez said the word, parents, was taken out of the Board Policy and she would like for it to be put back. She said the word, parental, was also taken out of paragraphs three and four and she would like for it to be put back.

President Ernesto Bejarano asked Counsel Rogelio Ruiz who or what reports immigration status. He said it is stated in the first paragraph.

Counsel Rogelio Ruiz replied that legislation passed a law that the school does not provide immigration status to law enforcement officials. He said Alum Rock School District does not provide any information to anyone due to state law.

Member Linda Chavez commented that on the fourth line on the bottom of the policy it states that all appropriate staff will receive training policies and procedures on sensitive student information. She asked if the Board passes this policy, does the Board need to have a Special Board Meeting and how is this going to be implemented.

Counsel Rogelio Ruiz replied that the administrative regulation policy contains details on how the policy will need to be implemented by staff.

Member Linda Chavez asked who is responsible for collecting documents.

Counsel Rogelio Ruiz replied that the district does not provide any information to anybody. He said that this policy comes from state law.

Member Linda Chavez said the policy states that all the appropriate personnel of the district shall receive training from the district regarding procedures for gathering sensitive student information. She asked if the Board needs to have a Board Study session or how this will be implemented.

Counsel Rogelio Ruiz replied the implementation is handled through administrative regulations. He commented that whenever the district hires classified or certificated staff, their employment is bound to their agreement. He said Human Resources and Business Services provides training on how to handle sensitive documents.

Member Linda Chavez asked if the district is responsible for ensuring that the information of students is not provided to anyone.

Counsel Rogelio Ruiz replied that the district is always responsible as an educational agency.

Member Linda Chavez asked if this is the case even if the district is subcontracting to hold records.

Counsel Rogelio Ruiz replied that he was not sure what Member Linda Chavez meant by subcontracting. He said state law requires subcontractors need to have in their contracts a provision of confidentiality.

6.07 Approve Board Policy 1312.1 Complaints Concerning District Employees-Second Reading.

MOTION #14-02 by Vice-President Corina Herrera-Loera to approve Action Item 6.07 as presented. MOTION #14-02 was seconded by Clerk Andrès Quintero.

Public Comment:

1) Brenda Zendejas said she had a question on item 6.06 regarding retrieving student records. She asked what does that mean.

2) Veronica asked if the superintendent's designee is a different entity. She asked if it is a private investigator.

Member Linda Chavez asked who someone can go to that is above the superintendent for complaints.

Counsel Rogelio Ruiz said the district acts through a governing board. He said concerning the superintendent designee issue, not every investigation is through the employee. He said certain types of complaints require certain qualifications.

Member Linda Chavez asked the speaker who they go to for Title IX complaints.

Counsel Rogelio Ruiz replied indirectly that the speaker was asking.

President Ernesto Bejarano said item 6.07 will be coming back for a third reading.

6. Superintendent/ Board Business *(continued)*

6.08 Board Policy 1312.3, Uniform Complaint Procedures –First Reading

Member Dolores Marquez-Frausto asked if there was going to be information for parents on the website for them to ask questions.

Superintendent Bauer replied it is put on the website for parents to see the same day the Board receives the Board book.

Member Dolores Marquez-Frausto asked President Ernesto Bejarano that the Board receives the Board book earlier. She said she wants the community to be able to receive it with enough time to review it before the Board meeting.

Member Linda Chavez said she had asked to get the Board book earlier as well because there is a lot of information to go through. She said the Board meeting would go faster.

Superintendent Bauer said when the Board has edits on Board policies, it takes time to get feedback from the Board right away. She said she cannot promise to get the Board book right away, maybe a day or two prior.

President Ernesto Bejarano said he does not know if there is information that is ready to be provided to Board members ahead of time. He asked if there was a feasible way to have that information.

Superintendent Bauer said she did not know if the district can put partial information. She said she is going to need to refer those questions to Counsel Rogelio Ruiz.

Counsel Rogelio Ruiz commented that the Board would have Brown Act issues if there is partial information. He said the other issue to keep in mind is that administration is constantly updating policies. He said GAMUT updates policies quarterly.

Member Linda Chavez said to provide items ahead of time that are sensitive and to hold back or stagger information that is not sensitive.

Vice-President Corina Herrera-Loera said Superintendent Bauer will try to have the Board book ready a day or two prior. She said, as a Board member, she does not want to add that burden. She thanked Superintendent Bauer for saying that she would get the Board book a day or two prior.

6. Superintendent/ Board Business *(continued)*

6.09 Approve Board Policy 0450, Comprehensive Safety Plan –Third Reading.

MOTION #15-02 by Vice-President Corina Herrera-Loera to approve Action Item 6.09 as presented. MOTION #15-02 was seconded by Clerk Andrès Quintero.

Public Comment:

1) Flor De Leon said parents should be included in the safety plan. She said the district needs to create an oversite committee.

2) Veronica asked if no one understood her comment that she had made previously, then she should have been asked. She said she feels that Superintendent Bauer is doing a good job. She said there needs to be a collaboration with parents.

3) Tim Espinoza said there needs to be more community involvement. He said the best way would be to have an oversite committee.

4) Anthony said there should be an oversite committee to have parent engagement.

5) Victor Vasquez said he agrees with the public to have an oversite committee.

6) Brenda Zendejas said there needs to be a place to be designated for breastfeeding. She said she knows of teachers using their classrooms to breastfeed. She said there should be an oversite committee.

Member Linda Chavez said she remembers there is a safety and wellness committee. She asked if there are any plans to have a meeting.

Vice-President Corina Herrera-Loera said she feels that the Board is going off-topic. She said she is not opposed to having an oversite committee. She said in the Board policies the committees are part of the Board plans. She said she agrees there needs to be more parent participation in schools and communities.

Roll call vote: Ayes: Vice-President Corina Herrera-Loera, Clerk Andrès Quintero, President Ernesto Bejarano, Dolores Marquez-Frausto and Member Linda Chavez. Vote: 5/0; Motion Carries

6.10 Board Policy 3580, District Records – First Reading

Public Comment:

1) Veronica said she was a teen mom and breastfeed in a file room at school. She said there needs to be a designated area for teachers to breastfeed.

6. Superintendent/ Board Business *(continued)*

6.11 Approve Amended Administration Regulation 3515 (Campus Security)- submitted by Board Vice-President Corina Herrera-Loera.

MOTION #15-02 by Vice-President Corina Herrera-Loera to approve Action Item 6.11 as presented. MOTION #15-02 was seconded by Clerk Andrès Quintero.

Public Comment:

1) Maribel Ruiz thanked Vice-President Corina Herrera-Loera for bringing this item. She asked that there be a clause that the police will not be hired.

2) Dilza Gonzalez said she would like to echo what Maribel Ruiz mentioned. She said she does not want School Resource Officers at the schools. She said she wants retroactive justice.

3) Brenda Zendejas said she would like to see spotlights at schools. She said there is not enough lighting at the schools.

4) Flor De Leon thanked Vice-President Corina Herrera-Loera for amending this item. She said that the social and emotional well-being of both students and teachers is important.

5) Anthony said that as he taught a class, he saw a student being dragged out of his class by four police officers.

6) Victor Vasquez said he commended the Board and Vice-President Corina Herrera-Loera for bringing this item. He said he encouraged the Board to pass this item.

7) Veronica said she wants to end the prison pipelines and she wants to make sure it is written in the bylaws.

Vice-President Corina Herrera-Loera said she would like to include that the district will not hire law enforcement officers. She asked to take out the watch program language and to include an oversite committee. She said, as a previous deputy officer, her role was to dismantle the juvenile hall and ranches.

Clerk Andrès Quintero said he is in support of this policy. He said he would like to include security needs for students. He said that should be a priority.

6. **Superintendent/ Board Business** *(continued)*

MOTION #16-02 by Member Linda Chavez to extend the meeting to 3:00 a.m.

MOTION #17-02 by Clerk Andrès Quintero to extend the meeting to 10:50 p.m.

MOTION #18-02 by Member Linda Chavez to extend the meeting to 1:00 a.m.

President Ernesto Bejarano said there was already a motion on the floor.

MOTION #19-02 by Clerk Andrès Quintero to amend to extend the meeting to 11:00 p.m. MOTION #19-02 was seconded by President Ernesto Bejarano.

Roll call vote: Ayes: Clerk Andrès Quintero and President Ernesto Bejarano Noes: Dolores Marquez-Frausto, Member Linda Chavez and Vice-President Corina Herrera-Loera.
Vote: 2/3; Motion Fails

MOTION #20-02 by Vice-President Corina Herrera-Loera to extend the meeting to 12:00 a.m. MOTION #20-02 was seconded by Clerk Andrès Quintero.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano and Vice-President Corina Herrera-Loera Noes: Dolores Marquez-Frausto and Member Linda Chavez.
Vote: 3/2; Motion Carries

Member Linda Chavez said she has been listening to the community and they want a safety plan. She said the safety plan should be added before the Board takes a vote.

President Ernesto Bejarano asked Member Linda Chavez what she wanted to add.

Member Linda Chavez said she wanted to add a plan.

President Ernesto Bejarano replied that the Board is not voting on a plan. It is voting on item 6.11.

Vice-President Corina Herrera-Loera asked Counsel Rogelio Ruiz if the Board must first approve this item and then proceed with the next step.

Counsel Rogelio Ruiz replied this is a regulation that directs the administration to prepare a plan. He said regulation comes first, then the administration will bring a plan.

President Ernesto Bejarano asked Counsel Rogelio Ruiz what the difference is between this regulation and Black Lives resolution language.

6. Superintendent/ Board Business *(continued)*

Counsel Rogelio Ruiz replied that resolutions are embedded into practices of the district and this item is in connection with the resolution.

Vice-President Corina Herrera-Loera said she was in agreement with having private security on the campus. She said private security will not be hired for law enforcement purposes.

Counsel Rogelio Ruiz said that the language to be added would be hiring private security.

Vice-President Corina Herrera-Loera asked that Counsel Rogelio Ruiz and Superintendent Bauer have a security plan to have campus secure from criminal activity. She said private security will not act as School Resource Officers.

Member Dolores Marquez-Frausto asked Vice-President Corina Herrera-Loera how she would keep the order during a district function.

Vice-President Corina Herrera-Loera replied she sees children getting along because of restorative justice.

Member Dolores Marquez-Frausto asked Vice-President Corina Herrera-Loera what she saw in means of safety.

Vice-President Corina Herrera-Loera replied there would be campus security to keep the campus safe.

Clerk Andrès Quintero said his concern was the blanket security with the constant break-ins at Fischer Middle School. He said the district cannot rely on volunteers.

President Ernesto Bejarano said he agreed with what Clerk Andrès Quintero. He said his concern is not the kids. It is the outside threats. He said he appreciated all the work Vice-President Corina Herrera-Loera has done with this item.

Roll call vote: Ayes: Clerk Andrès Quintero, Member Dolores Marquez-Frausto and Vice-President Corina Herrera-Loera Noes: President Ernesto Bejarano and Member Linda Chavez.
Vote: 3/2; Motion Carries

7. Facilities

7.01 Solar Energy in Alum Rock

President Ernesto Bejarano gave the board an update on solar energy.

7. Facilities *(continued)*

Public Comment:

1) Brenda Zendejas asked if the Board could table this item. She said there are so many important items to pass that are important.

Member Dolores Marquez-Frausto asked that this item be tabled. She said she would like to make a motion to table this item.

Member Linda Chavez said she second the motion.

Clerk Andrès Quintero said President Ernesto Bejarano never accepted the motion.

Counsel Rogelio Ruiz said there is a motion and that President Ernesto Bejarano, as the parliamentary, has the right to accept the motion or not.

President Ernesto Bejarano said he did not accept the motion.

Member Dolores Marquez-Frausto said to President Ernesto Bejarano that she hopes the community gets him for this.

President Ernesto Bejarano said the Board has staff go and find opportunities for solar whether there is any action taken or not.

Member Linda Chavez said President Ernesto Bejarano went to a District 5 meeting and used the district logo. She said the Board did not sanction President Ernesto Bejarano to do this. She said he should have said he was representing himself in the meeting.

President Ernesto Bejarano said he appreciated everything Member Linda Chavez said, but he finds her comments ridiculous.

President Ernesto Bejarano asked Counsel Rogelio Ruiz if a Board member can say in public that they are a Board member.

Counsel Rogelio Ruiz replied that the Board Bylaws address the situation.

Clerk Andrès Quintero said some of his colleagues need to get some training on the Board Bylaws. He said he goes out to meetings and will continue to provide updates at meetings.

Member Dolores Marquez-Frausto said this was the perception of politics that counts. She asked President Ernesto Bejarano how many women were in the panel.

President Ernesto Bejarano replied there were women at that meeting who provided comments.

7. **Facilities** *(continued)*

Vice-President Corina Herrera-Loera said she watched the District 5 meeting later. She said she was appreciative of President Ernesto Bejarano and Clerk Andrès Quintero for taking their time to attend the meeting. She said the meeting was very informative.

8. Business

8.01 Approve 45-Day Budget Revision

Assistant Superintendent Chheng had a PowerPoint presentation regarding the Budget Revision and the highlights are as follows:

Key Assumptions – LCFF Based on Enacted Budge

District LCFF ¬

FY 2020-21 based on 2019-20 P-2 ADA, No CLOA ¬
State will Not be collecting ADA for 2020-21, attendance taking still required ¬
FY 2021-22 based on greater of current year or 2019-20 P-2 ADA , No COLA ¬
FY 2022-23 based on greater of current year of prior year, No COLA ¬
Aptitud LCFF ¬ FY 2020-21 based on 2019-20 P-2 ADA, No COLA ¬
State will Not be collecting ADA for 2020-21, attendance taking still required ¬
FY 2021-22 based on greater of current year or 2019-20 P-2 ADA, No COLA ¬
FY 2022-23 based on current year ADA, No COLA

¬ Increase Step and Column for all three years ¬
STRS and PERS rates for all three years based on Enacted Budget ¬
Increase contribution for Special Education Program in out-years ¬
Maintain 3% contribution to Routine Restricted Maintenance Account (RRMA) for all three years ¬
For Fiscal Year 2020-21 ¬
Reduction of 30 certificated FTEs at $85K average salary for FY 2020-21 to align with declining enrollment ¬
Incorporated Resolution #42-19/20 – Elimination of Classified Employees, Board Approved July 9, 2020, approximately $310K ¬
Removed the to be determined reduction amount of approximately $4.2 M ¬
Reflects a transfer of approximately $9.5M of expenditures from the Unrestricted General Fund to the Restricted General Fund to utilize the CARES Act one-time funding ¬ \
For Fiscal Year 2021-22 ¬
Reduction of 20 certificated FTEs at $85K average salary for FY 2021-22 to align with declining enrollment ¬ Removed the to be determined reduction amount of approximately $16.2M ¬
For Fiscal Year 2022-23 ¬
Reduction of 15 certificated FTEs at $85K average salary for FY 2022-23 to align with declining enrollment ¬

8. Business *(continued)*

Public Comment:

1) Veronica thanked Assistant Superintendent Chheng for his presentation. She said the district is losing a lot of students.

Member Dolores Marquez-Frausto asked Assistant Superintendent Chheng if the unrestricted fund is combined with the general fund. She commented that the district's revenues are going to be almost one hundred and forty million dollars.

Assistant Superintendent Chheng said that is correct.

Member Dolores Marquez-Frausto asked Assistant Superintendent Chheng if could break down the ADA on the eight thousand five hundred students and how much money the district is receiving.

Assistant Superintendent Chheng replied that in LCFF, the projected amount is ninety-nine point five million dollars for the 20/21 school year.

Member Linda Chavez said that, on the last page, it states nineteen million dollars. She asked why the district is going to get the nineteen million dollars. She said the district did not cut the fourteen million dollars from the budget.

Assistant Superintendent Chheng replied that there were no cuts because there are a lot of uncertainties. He said the district did not want to take immediate action without knowing what was going to happen.

Vice-President Corina Herrera-Loera asked Counsel Rogelio Ruiz for direction since it is 11:45 pm.

Counsel Rogelio Ruiz replied that, after midnight, it will be technically the next day.

The Board discussed continuing the meeting.

Item # 8.01

MOTION #21-02 by Clerk Andrès Quintero to approve Action Item 8.01 as presented. MOTION #21-02 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, Vice-President Corina Herrera-Loera Noes: Member Dolores Marquez-Frausto and Member Linda Chavez.
Vote: 3/2; Motion Carries

8. Business *(continued)*

8.02 Approve Delegation of Authority to Approve Bids and Award Contracts for Facilities Improvements in the Event of any Unforeseen Urgent Need District Wide.

MOTION #22-02 by Clerk Andrès Quintero to approve Action Item 8.02 as presented. MOTION #22-02 was seconded by Vice-President Corina Herrera-Loera.

Member Linda Chavez said because of what occurred with Del Terra, it is not a good decision to remove the Board from making these types of decisions. She said she will not be voting on this item.

Member Dolores Marquez-Frausto said she did not understand the urgency of this item. She said she wanted to know how you can give someone so much authority.

Vice-President Corina Herrera-Loera commented that the responsible thing to do is to pass this item. She said the Board needs to trust that the superintendent will do the right thing.

Clerk Andrès Quintero said there are a lot of concerns regarding Del Terra. He said Member Dolores Marquez-Frausto, Former Trustees Karen Martinez, Esau Herrera, and Khanh Tran voted for those contracts even when the superintendent advised them not to.

Counsel Rogelio Ruiz said, by state law, every contract needs to come back for ratification or state approval. He said before entering into a contract, it still needs to come to the Board for ratification.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, Vice-President Corina Herrera-Loera Noes: Member Dolores Marquez-Frausto and Member Linda Chavez.
Vote: 3/2; Motion Carries

8.03 Approve Citizen's Bond Oversite Committee (CBOC) Appointment.

MOTION #23-02 by Vice-President Corina Herrera-Loera to approve Action Item 8.03 as presented. MOTION #23-02 was seconded by Clerk Andrès Quintero.

Member Dolores Marquez-Frausto asked if the Board does not interview the candidate.

Counsel Rogelio Ruiz replied that it is in the power of the Board to review the subcommittee.

Clerk Andrès Quintero said the Board receives the applications and reviews them. He said it is very hard for people to serve on this committee.

8. Business *(continued)*

Member Linda Chavez thanked the applicant for applying. She said she had applied for this committee and the committee did not allow her.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, Vice-President Corina Herrera-Loera and Member Linda Chavez Noes: Member Dolores Marquez-Frausto.
Vote: 4/1; Motion Carries

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, 11.08, 11.08, 11.10, 11.11, 11.12, 11.13, and 11.14.***

- ***Approve Item 11.01*** *Approve Board Meeting Minutes for the following dates: (1) May 14, 2020, Regular Board Meeting (2) May 14, 2020, Special Board Meeting and (3) May 24, 2020, Special Board Meeting.*
- ***Agenda Item 11.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 11.03*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 11.04*** *Approve Acceptance of Grants/Awards Notification.*
- ***Agenda Item 11.05*** *Approve Adoption of Piggybackable Contracts for Equipment, Materials, Supplies, and Services (non-construction services).*
- ***Agenda Item 11.06*** *Approve Multi-Function Copies, Related Products, and Services Piggyback for Office Equipment and Related Technology and Services Contract SUHSD R6- 2019 through Shasta Union High School District.*
- ***Agenda Item 11.07*** *Approve Resolution No. 07-20/21 Education/State/ & Local Government Purchase Agreement Piggyback for Apple Products, Services, and Related Items, Bid # P -13 18/19*
- ***Agenda Item 11.08*** *Approve California State Preschool Program (CSPP) Contract CSPP-0559.*
- ***Agenda Item 11.09*** *Approve Think Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I.*
- ***Agenda Item 11.10*** *Approve Think Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante II.*
- ***Agenda Item 11.11*** *Approve/Ratify Notices of Employment and Changes of Status/August 13, 2020/Human Resources Department.*
- ***Agenda Item 11.12*** *Approve Contracts for Professional Services-Firms/Organizations.*
- ***Approve Item 11.13*** *Approve Memorandum (s) of Understanding.*
- ***Approve Item 11.14*** *Approve Resolution No. 06-20/21 Inventory Disposal.*

11. CONSENT CALENDAR *(continued)*

MOTION #24-02 by Andrés Quintero to approve Agenda Items 11.01, 11.02, 11.03,11.04,11.05,11.06,11.07,11.08, 11.09, 11.10, 11.11, 11.12, 11.13, and 11.14, as presented. MOTION #24-02 was seconded by Vice-President Corina Herrera-Loera.

Public Comment:

1) Brenda Zendejas asked what is considered an emergency.

2) Veronica said the Board book was too confusing. She said she wants everything to be transparent.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano and Vice-President Corina Herrera-Loera Noes: Member Dolores Marquez-Frausto and Member Linda Chavez
Vote: 3/2; Motion Carries

MOTION #25-02 by Vice-President Corina Herrera-Loera to set the Special Meeting at 12:05 am on August 14, 2020. MOTION #25-02 was seconded by Clerk Andrès Quintero.

Member Dolores Marquez-Frausto asked if the Special Board Meeting needs to be posted.

Counsel Rogelio Ruiz replied when the Board adjourns the meeting in this situation under the Brown Act, the Board does not need to repost.

Member Linda Chavez said this all could have been avoided if the Board would have extended the Board meeting until 1:00 am.

Member Dolores Marquez-Frausto commented that since Member Linda Chavez's last name is not Loera, the Board did not want to end the meeting at 1:00 am. She said Vice-President Corina Herrera-Loera is running the Board meeting. She commented that she hoped that people will come down on Superintendent Bauer, President Ernesto Bejarano, and Counsel Rogelio Ruiz for moving in this direction. She said she hopes they hang all three people that she mentioned because this is not right.

Clerk Andrès Quintero asked Member Dolores Marquez-Frausto where the five thousand dollars came from.

President Ernesto Bejarano requested that everyone refrain from making cunning comments.

11. CONSENT CALENDAR *(continued)*

Counsel Rogelio Ruiz said the Board has a Board Bylaw that says board meetings should end at 9:30 pm and the Board can extend the meeting once. He said this meets the law requirements.

President Ernesto Bejarano asked if this is the correct way to handle the situation regarding the Board meeting.

Counsel Rogelio Ruiz replied there are 44 participants connected. He said the large segment is still at the Board meeting.

AMENDED MOTION #26-02 by Vice-President Corina Herrera-Loera to set the Special Meeting at 12:10 am on August 14, 2020. MOTION #25-02 was seconded by Clerk Andrès Quintero.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, Vice-President Corina Herrera-Loera and Member Linda Chavez Noes: Member Dolores Marquez-Frausto
Vote: 4/1; Motion Carries

9. Instructional Services

9.01 Approve Start and End Times for School Year 2020-2021

Public Comments:

1) Brenda Zendejas asked if the bell schedule is set for Monday.

2) Veronica said if there is a question regarding the bell schedule that needs to be answered.

3) Jocelyn Merz said she is confused about the bell schedule. She said she was not sure what the Board will approve tonight. She said the minutes are set by the state.

Counsel Rogelio Ruiz said the motion is fine the way it reads because this is for when the district returns to in-person instruction.

MOTION #27-02 by Clerk Andrès Quintero to approve Action Item 9.01 as presented once we come back. MOTION #27-02 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, Vice-President Corina Herrera-Loera, Member Linda Chavez and Member Dolores Marquez-Frausto
Vote: 5/0; Motion Carries

9. Instructional Services *(continued)*

9.02 Approve Consolidated Application and Reporting System (CARS) 2018-19/2019-20 Reporting 2020-2021 Application for funding.

MOTION #28-02 by Clerk Andrès Quintero to approve Action Item 9.02 as presented once we come back. MOTION #28-02 was seconded by Member Dolores Marquez-Frausto.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, Vice-President Corina Herrera-Loera, Member Linda Chavez and Member Dolores Marquez-Frausto
Vote: 5/0; Motion Carries

10. Human Resources

10.01 Resignations

Public Comments:

1) Brenda Zendejas said she noticed that the VAPA person resigned. She said the VAPA program is wonderful.

12. Closed Session

12.01 Announcement and Public Comments Regarding Items to be Discussed In Closed Session

President Ernesto Bejarano announced the items that would be discussed in Closed Session.

Public Comments:

1) Veronica said there needs to be a better system with the Board meetings.

2) Victor Vasquez thanked the Board for passing a resolution for Proposition 15.

3) Brenda Zendejas asked for collaboration for a Beautiful Day at Linda Vista.

Vice-President Corina Herrera-Loera said, for the future, she would like to have a restorative justice program.

Member Linda Chavez asked Counsel Rogelio Ruiz if the superintendent contract needs to be evaluated by June 2020.

12. Closed Session *(continued)*

Counsel Rogelio Ruiz replied it has changed to August.

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.

President Ernesto Bejarano announced that the Board would reconvene to Open Session at approximately 2:00 a.m. The Board adjourned to Closed Session at 12:30 a.m.

13. RECONVENE TO OPEN SESSION

13.01 Call to Order

The Board reconvened to Open Session at 2:00 a.m. President Ernesto Bejarano welcomed everyone. There was a quorum.

Counsel Rogelio Ruiz reported that the Board took the following actions:

12.03 Board Approved the exclusion of Member Dolores Marquez-Frausto of discussion of item 12.03 Board Bylaw 9270. (Ayes Clerk Andrès Quintero, President Ernesto Bejarano, and Vice-President Corina Herrera-Loera: Abstain Member Linda Chavez: Absent Member Dolores Marquez-Frausto).

12.03 Board Approved the initiation of litigation to recover damages against four individuals. The particulars are disclosed upon request or inquire once litigation is commenced. (Ayes Clerk Andrès Quintero, President Ernesto Bejarano, and Vice-President Corina Herrera-Loera: Abstain Member Linda Chavez: Absent Member Dolores Marquez-Frausto).

12.07 Board approved Public Appointment/Employment (Government Code Section 54957): Title (1) Elementary Principal; and (2) Coordinator, VAPA, PE & Sports Program.

- ***Elementary Principal Gloria Hayes-Perkins (Ayes Clerk Andrès Quintero, President Ernesto Bejarano Vice-President Corina Herrera-Loera and Member Linda Chavez: Absent Member Dolores Marquez-Frausto)***

- ***Coordinator, VAPA, PE & Sports Program Danelle Finnen (Ayes Clerk Andrès Quintero, President Ernesto Bejarano, and Vice-President Corina Herrera-Loera: Noes Member Linda Chavez and: Absent Member Dolores Marquez-Frausto).***

16. ADJOURNMENT

16.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 2:15 a.m. on August 14, 2020.

Respectfully submitted,

Ernesto Bejarano, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, August 27, 2020, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #05-20/21

1. OPEN SESSION

1.01 Call to Order / Roll Call

President Ernesto Bejarano welcomed everyone. President Ernesto Bejarano called the Board Meeting to order at 5:35 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to Order / Roll Call

President Ernesto Bejarano said there is a quorum.

President Ernesto Bejarano said the meeting is being live-streamed by the YouTube channel which is Alum Rock TV. He said to there is a raise your hand function to speak.

2. PUBLIC MEMBERS WHO WISH TO ADDRRESS THE BOARD

2.01 Requests to Address the Board

Public Comments:

1) Camille Llanes-Fontanilla said she continues to support afterschool programs.
2) Brenda Zendejas said before testing anyone there should be suggestions.
3) Dilza Gonzalez said there needs to be parent and district stability.
4) Veronica said she echos on what Dilza Gonalez said.

3. Closed Session

3.01 Announcement and Public Comments Regarding Items to be Discussed In Closed Session.

President Ernesto Bejarano announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

4. RECONVENE TO OPEN SESSION

4.01 Call to Order

The Board reconvened to Open Session at 7:48 p.m. President Ernesto Bejarano welcomed everyone and said there was a quorum.

Counsel Rogelio Ruiz reported that the Board took the following action:

4. RECONVENE TO OPEN SESSION *(continued)*

3.03 Board Approved Public Employee Performance Evaluation (Government Code Section 54957: Superintendent.

Motion made by Andrés Quintero and Second by President Ernesto Bejarano to approve the final evaluation for the 2019/2020 SY.

Ayes: Clerk Andrés Quintero, President Ernesto Bejarano and Vice-President Corina Herrera-Loera. Dissenting: Member Linda Chavez and Member Dolores Marquez-Frausto.

5. Adjournment

5.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 7:49 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, September 10, 2020, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #4-20/21

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 5:34 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano said there is a quorum.

1.02 Discussion And/Or Modification(s) of the Agenda

Vice-President Corina Herrera-Loera asked to move agenda item 6.01 before 6.09.

Member Dolores Marquez-Frausto asked to move item 6.10 before 3.02.

2. Public Hearing

2.01 Public Hearing: GANN Limit Calculations.

President Ernesto Bejarano said the public hearing is opened at 5:43 p.m.

2.02 Presentation and Public Hearing on the 2020-2021 draft Learning Continuity and Attendance Plan.

Director, Sandra Garcia had a PowerPoint presentation regarding the 2020-21 draft Learning Continuity and Attendance Plan, and the highlights are as follows:

What is the Learning Continuity and Attendance Plan?

- For the 2020-21 school year, the requirement to adopt a Local Control and Accountability Plan by December 15, 2020 is being replaced by the Learning Continuity and Attendance Plan.
- LEAs will provide a summary of how the LEA will provide continuity of learning and address the impact of COVID-19 on pupils, families and staff.

Devices and Connectivity ❖ Provide and support Windows laptops, chromebooks, iPads for all Alum Rock students

❖ Provide iPads to students in TK/K grades

❖ Provide Windows laptops or chromebooks to students from 1st through 8th grade

❖ 5 of our middle school receive iPads with built-in Internet connectivity through Verizon Innovation Learning Schools (VILS) Program

❖ Offer support for internet connectivity through T-mobile and AT&T hotspots for students that need it

❖ Offer extended Tech Support hours until 7:00pm on weekdays and from 10:00am to 4:00pm on weekends

❖ Offer tech support in English, Spanish and Vietnamese

Sped (Special Education):
- IEPs will continue to be implemented to the greatest extent possible through synchronous and asynchronous methods
- Service providers are continuously monitoring progress on goals and adjusting supports to ensure that students are making progress towards their goals.
- For pupils with exceptional needs who currently receive special education, any learning loss will be addressed through the IEP process.
- During distance learning, if teachers or families have concerns regarding a student's access or goal progress, IEP teams will convene to consider and implement additional modifications and accommodations to address the student's learning.
- When schools return to in-person instruction, District staff working with the students will closely monitor skills and performance to confirm whether or not there are any concerns regarding goal progress or regression due to school closures. If there are any such concerns, the student's teacher will work with the IEP team and family to discuss the student's individual needs, which may include the offering of compensatory services.

Mental Health • Professional Development
- Site based counseling
- After-hours crisis support
- Wellness resource & support requests
- Wellness Wednesdays for staff Social Emotional Learning
- Professional Development

○ SEL Awareness ○ Morning Meetings ○ Communities of Care • Kimochis, PBIS, Restorative Practices

1. OPEN SESSION *(continued)*

Public Comment:

1) Brenda Zendejas asked how many schools are using camoshi's. She thanked Sandra Garcia for the presentation.

2) Veronica thanked Sandra Garcia and her team for an amazing job. She said she would like more parent participation.

3) Dilza Gonzalez said she wanted to echo what Veronica said. She said Sandra Garcia is doing a wonderful job.

4) Flor De Leon said she did not have time to review the presentation.

Member Linda Chavez thanked Sandra Garcia for her presentation. She thanked the speakers.

Vice-President Corina Herrera-Loera asked Sandra Garcia when did she need the feedback for her to have the final plan.

Sandra Garcia replied she would need to have any information by the 21st of September to finalize the draft.

Vice-President Corina Herrera-Loera asked that parents send their information sent to Sandra Garcia or Superintendent Bauer by the 21st of September.

President Ernesto Bejarano said training is good to have available for parents.

Member Linda Chavez asked Sandra Garcia to have those pieces of the training posted on the district website.

Clerk Andrès Quintero said he acknowledges the hard work the staff does. He said the district has provided the student's hotspots.

President Ernesto Bejarano asked if there is a report on student participation.

Assistant Superintendent Sanchez replied there is a weekly engaging component. He said the component is outlining the engagement students are receiving.

2.03 Public Hearing Regarding Sufficiency of Instructional Materials.

President Ernesto Bejarano opened the public hearing 6:25p.m.

3.Special Presentation

3.01 Presentation of the Citizen's Bond Oversight Committee (CBOC) School Sites' Visit.

Allison Cingolani and Flor De Leon had a PowerPoint presentation regarding the Citizen's Bond Oversite Committee.

3.02 Presentation of the Fiscal Crisis Management Assistance Team (FCMAT) Report on the Fiscal Health Risk Analysis (FHRA) of the District.

FCMAT Chief Analyst, John Von Flue and CPA, CGMA, CICA, FCMAT Intervention Specialist, Julie Auviel had a PowerPoint presentation regarding the Fiscal Health Risk Analysis (FHRA) of the District.

Assistant Superintendent Chheng said there was a response provided to FCMAT which could be found in the Board Book. He thanked FCMAT for their report.

Public Comments:

1) Veronica thanked the Board for having FCMAT presenters.

2) Flor De Leon said the district is going through hard times.

3) Camille Llanes Fontanilla spoke on the importance of Proposition 15. She said it is important to meet the families' needs.

4) Brenda Zendejas said the district lacks internal audits. She asked the community to support Proposition 15.

5) Jocelyn Merz said Brenda Zendejas commented classified staff had cut. She said AREA also took a financial cut.

Julie Auviel said the report shows areas of concern. She said there is a deficit in spending.

John Von Flue said some things need to be addressed in hopes to resolve the issues.

6. Superintendent/ Board Business

6.10 District Energy Savings Solar Power Agreement Follow up.

President Ernesto Bejarano said with the decisions the district needs to make it is wise to look into a solar program.

6. Superintendent/ Board Business *(continued)*

Public Comments:

1) Veronica said some things need to be addressed before this item can be considered. She said she is not opposed to solar power.

2) Flor De Leon said there are other priorities that the district has.

3) Brenda Zendejas said she supports solar panels. She asked who will be paying for the electrical to be replaced.

Board had a discussion.

4. Public Members Who Wish To Address The Board

4.01 Requests to Address the Board

Public Comments:

1) Brenda Zendejas thanked Superintendent Bauer for responding to her email regarding Beautification Day at Linda Vista.

2) Veronica said she would like the community partners, Board, and families to start looking at the budget together.

3) Sandra Rivera said it is hard for the teachers and students to do the online classes.

4) Dilza Gonzalez said she went to MACSA when she was a child because her mother worked two jobs. She said she would like to be brought back to life.

5) Rocio Urena said she saw a leak on the roofs. She said there are concerns about HVAC at some of the schools.

6) Flor De Leon asked Member Dolores Marquez-Frausto to use time wisely.

5. Comments and Communications

5.01 Teamsters

There were no representatives from Teamsters at this time.

5.02 California School Employee's Association (CSEA)

Sharon Fontaine said the district and CSEA reached an agreement on the MOU regarding the return to work.

5.03 Alum Rock Administrator's Association (ARAA)

ARAA President, Maria Martinez, said school sites are up and running.

5.04 Alum Rock Educator's Association (AREA)

AREA President, Jocelyn Merz, said she will not be speaking.

5.05 Superintendent

Superintendent Bauer thanked all CSEA, Teamsters, and AREA. She thanked the staff.

5.06 Board of Trustees/Communications/ Comments

Clerk Andrès Quintero said he wanted to express his gratitude to all the staff for the wonderful work they are doing. He said he attended his son's back to school night and they were showing parents how to use technology.

Vice-President Corina Herrera-Loera thanked all the staff and teachers. She said there is a lot of things going on with the fires and the pandemic. She asked that everyone be safe and use their masks.

Member Dolores Marquez-Frausto thanked everyone who stayed connected during the Board meeting. She asked that everyone stay home and be safe.

President Ernesto Bejarano said that the district zip codes have the highest number of cases of COVID.

6. Superintendent/ Board Business

6.09 Approve Board Resolution #14-20/21 Censure of the Board Member Dolores Marquez.

Vice-President Corina Herrera-Loera read the censure.

6. Superintendent/ Board Business *(continued)*

MOTION #01-04 by Vice-President Corina Herrera-Loera to approve Action Item 6.09 as presented. MOTION #01-04 was seconded by President Ernesto Bejarano.

Public Comments:

1) Allison Cingolani said Member Dolores Marquez-Frausto is the second Trustee to threaten the superintendent with physical violence. She said students and families deserve ethical leaders.

2) Claudia Coello said she appreciated the Board for bringing this item. She said other Board members pushed Member Dolores Marquez-Frausto to say what she said.

3) Elizabeth Sanchez said she echos what Claudia Coello said.

4) Victor Vasquez said comments made by Member Dolores Marquez-Frausto were not necessary.

5) Brenda Zendejas said it was important for the Board members to be civil with each other.

6) Laura Aguirre said she wanted to thank Vice-President Corina Herrera-Loera for being a leader.

7) Veronica thanked Vice-President Corina Herrera-Loera for bringing the item forward.

8) Dilza Gonzalez said she wanted to echo what the rest of the speakers said. She thanked Vice-President Corina Herrera-Loera for having this item on the agenda.

Member Linda Chavez thanked the Board for allowing Member Dolores Marquez-Frausto to take anger management. She said it would be a good idea if all Board members took anger management.

Clerk Andrès Quintero thanked Vice-President Corina Herrera-Loera for bringing this item forward. He asked Counsel Rogelio Ruiz if Board could enforce Member Dolores Marquez-Frausto to take anger management.

Counsel Rogelio Ruiz replied the Board cannot compel that type of attendance to any Board member.

President Ernesto Bejarano said he has treated Member Dolores Marquez-Frausto with the utmost respect. He said this incident went too far.

6. Superintendent/ Board Business *(continued)*

Member Dolores Marquez-Frausto said she apologized to all the individuals that spoke. She said she wanted the parents to speak and President Ernesto Bejarano cut their time.

Member Linda Chavez said if someone does not forgive the person that does not forgive damages itself. She said when Member Dolores Marquez-Frausto said hung them she did not mean it.

Roll call vote: Ayes: Clerk Andrès Quintero, President Ernesto Bejarano, and Vice-President Corina Herrera-Loera : Abstain: Member Linda Chavez Noes: Member Dolores Marquez-Frausto.
Vote: 3/1/1; Motion Carries

6.01 Approve Board Policy 1312.1, Complaints Concerning District Employees

MOTION #02-04 by Clerk Andrès Quintero to approve Action Item 6.01 as presented. MOTION #02-04 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto Absent: President Ernesto Bejarano
Vote: 4/1; Motion Carries

6.02 Approve Board Policy 1312.3, Uniform Complaint Procedures

MOTION #03-04 by Clerk Andrès Quintero to approve Action Item 6.02 as presented. MOTION #03-04 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto Absent: President Ernesto Bejarano
Vote: 4/1; Motion Carries

6.03 Approve Board Policy 5125, Student Records

MOTION #04-04 by Clerk Andrès Quintero to approve Action Item 6.03 as presented. MOTION #04-04 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto Absent: President Ernesto Bejarano
Vote: 4/1; Motion Carries

6. **Superintendent/ Board Business** *(continued)*

MOTION #05-04 by Clerk Andrès Quintero to approve Action Item 6.04 as presented. MOTION #05-04 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto Absent: President Ernesto Bejarano
Vote: 4/1; Motion Carries

6.05 Board Policy 4119.21/4219.21/4319.21, Professional Standards

Information only

6.06 Board Policy 4119.11/4219.11/4319.11, Sexual Harassment-Personal

Information only

6.07 Board Policy 5145.7, Sexual Harassment

Information only

6.08 Approve Biennial Notice- Conflict of Interest Code Amended.

MOTION #06-04 by Clerk Andrès Quintero to approve Action Item 6.08 as presented. MOTION #06-04 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto Absent: President Ernesto Bejarano
Vote: 4/1; Motion Carries

7. Contracts Over $100,000

7.01 Approve the Sunbelt Staffing Contract for the 2020-2021 SY. An Occupational Therapist will provide services to students at various sites with occupational therapy identified needs as per the students' IEP. Submitted by: Special Education, $113,000.

MOTION #07-04 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #07-04 was seconded by Clerk Andrès Quintero.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and President Ernesto Bejarano Abstain: Member Dolores Marquez-Frausto
Vote: 4/1; Motion Carries

8. Business

8.01 Approve Unaudited Actual Financial Reports for 2019-2020 Report to the Board of Unaudited Actuals as Required by Law.

Superintendent Chheng had a PowerPoint presentation regarding the Unaudited Actual Financial Reports.

MOTION #08-04 by Member Linda Chavez to approve Action Item 8.01 as presented. MOTION #08-04 was seconded by Clerk Andrès Quintero.

Member Dolores Marquez-Frausto asked if the state will allow the district to use the Coronavirus Relief Fund.

Assistant Superintendent Chheng replied that the Coronavirus Relief Fund is restricted funds.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and President Ernesto Bejarano Abstain: Member Dolores Marquez-Frausto
Vote: 4/1; Motion Carries

MOTION #09-04 by Member Linda Chavez to extend the Board meeting to 12:00 a.m. MOTION #09-04 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, President Ernesto Bejarano and Member Dolores Marquez-Frausto
Vote: 5/0; Motion Carries

8.02 Update on California School Finance Authority's (CSFA) Pooled TRANs Program for K-12.

Assistant Superintendent Chheng said the state is offering the school trans to K-12. He said this item is information only.

8.03 Update on Request for Proposal (RFP) for Program Management Services for Construction Projects.

Superintendent Bauer asked that the Board provide direction on the selection for Program Management Services.

Board had a discussion.

President Ernesto Bejarano said the Board will take all six applicants and use the same process that they used for the law firm.

8. Business *(continued)*

8.04 Approve Citizen's Bond Oversight Committee (CBOC) Appointment.

MOTION #10-04 by Vice-President Corina Herrera-Loera to approve Action Item 8.04 as presented. MOTION #10-04 was seconded by Clerk Andrès Quintero.

Public Comments:

1) Brenda Zendejas said she will speak on item 8.03. She said there needs to be an oversite committee.

Roll call vote: Ayes: Member Dolores Marquez-Frausto, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and President Ernesto Bejarano Abstain: Member Linda Chavez.
Vote: 4/1; Motion Carries

9. Human Resources

9.01 Resignations

Public Comments:

1) Flor De Leon said she wants to speak on item 8.04. She said everyone is welcomed to apply as long that it is not someone from Del Terra Construction.

10. CONSENT CALENDAR

President Ernesto Bejarano asked to pull item 10.04.

President Ernesto Bejarano closed the public hearing for items 2.01, 2.02, and 2.03 at 10:41 p.m.

Member Linda Chavez asked to pull item 10.05.

Vice-President Corina Herrera-Loera asked to pull item 10.10.

10. CONSENT CALENDAR *(continued)*

There was a consensus from the Board to combine and take action on ***Agenda Items 10.01, 10.02, 10.03, 10.06, 10.07, 10.08, 10.09, 10.11, 10.12, and 10.13.***

- ***Approve Item 10.01*** *Approve Board Meeting Minutes for the following dates: (1) June 11, 2020, Regular Board Meeting.*
- ***Agenda Item 10.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 10.03*** *Approve Acceptance of Vendors & Payroll Warrants.*
- ***Agenda Item 10.06*** *Approve Resolution 11-20/21, Regarding Sufficiency or Insufficiency of Instructional Materials.*
- ***Agenda Item 10.07*** *Approve Resolution No. 12-20/21 GANN Limit Calculations.*
- ***Agenda Item 10.08*** *Approve Resolution No. 08-20/21; Creating a College Culture*
- ***Agenda Item 10.09*** *Approve Resolution No. 09-20/21; Hispanic Heritage Month, September 15- October 15, 2020.*
- ***Agenda Item 10.11*** *Approve Resolution No. 11-20/21; Week of the School Administrator, October 11-17, 2020.*
- ***Agenda Item 10.12*** *Approve Memorandum (s) of Understanding.*
- ***Agenda Item 10.13*** *Approve Contracts for Professional Services-Firms/Organizations.*

MOTION #11-04 by Member Linda Chavez to approve Agenda Items 10.01, 10.02, 10.03, 10.06, 10.07, 10.08, 10.09, 10.11, 10.12, and 10.13., as presented. MOTION #10-04 was seconded by President Ernesto Bejarano.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, President Ernesto Bejarano,Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto.
Vote: 5/0; Motion Carries

10.04 Approve the Santa Clara County Treasury Investment Portfolio Status.

President Ernesto Bejarano asked Assistant Superintendent Chheng to provide a summary of this item.

Assistant Superintendent Chheng replied the County ControllerTreasury receives the money from different school districts and puts the money altogether. He said the interest earned is given to the district and placed into the general fund.

MOTION #12-04 by President Ernesto Bejarano to approve Action Item 10.04 as presented. MOTION #12-04 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera and President Ernesto Bejarano Abstain: Member Dolores Marquez-Frausto.
Vote: 4/1; Motion Carries

10. CONSENT CALENDAR *(continued)*

10.05 Approve/Ratify Notices of Employment and Changes of Status/September 10, 2020/Human Resources Department.

Member Linda Chavez commented that there were a lot of new hires and asked if any were for IT.

Superintendent Bauer replied that the district has a lot of experts in IT.

MOTION #13-04 by President Ernesto Bejarano to approve Action Item 10.05 as presented. MOTION #13-04 was seconded by Member Linda Chavez.

Public Comments:

1) Veronica said if someone is having problems with the computer the user is not always the problem.

2) Brenda Zendejas said sometimes when people face technology issues it could be a language barrier.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, President Ernesto Bejarano,Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto.
Vote: 5/0; Motion Carries

10.10 Approve Resolution No. 10-20/21; Character Education Month, October 2020.

Vice-President Corina Herrera-Loera said she was happy that children will be learning. She commented she would have liked to have had Character Education Month when she attended school.

MOTION #14-04 by Vice-President Corina Herrera-Loera to approve Action Item 10.10 as presented. MOTION #14-04 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, President Ernesto Bejarano,Vice-President Corina Herrera-Loera and Member Dolores Marquez-Frausto.
Vote: 5/0; Motion Carries

11. Closed Session

11.01 Recess to Closed Session

President Ernesto Bejarano announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

12. RECONVENE TO OPEN SESSION

12.01 Call to Order

The Board reconvened to Open Session at 11:39 p.m. President Ernesto Bejarano welcomed everyone and said there was a quorum.

Counsel Rogelio Ruiz reported that the Board took the following action:

3.03 Board Rejected Claim for Damages of Nicole Kindle on behalf of Student.

(Motion made by Vice-President Corina Herrera-Loera and Second by Clerk Andrés Quintero. It was a unanimous vote by the Board)

15. ADJOURNMENT

15.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 11:41 p.m.

Respectfully submitted,

_____

Ernesto Bejarano, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, September 29, 2020, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #07-20/21

1. OPEN SESSION

1.01 Call to Order / Roll Call

President Ernesto Bejarano welcomed everyone. President Ernesto Bejarano called the Board Meeting to order at 5:32 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to Order / Roll Call

President Ernesto Bejarano said there is a quorum.

President Ernesto Bejarano said the meeting is being live-streamed by the YouTube channel which is Alum Rock TV. He said to there is a raise your hand function to speak.

Vice-President Corina Herrera-Loera read a statement and she asked to hold of a moment of silence for those who have passed away.

3. Instructional Services

3.01 Approve the 2020-2021 Learning Continuity and Attendance Plan.

Director, Sandra Garcia had a PowerPoint presentation regarding the 2020-21 Learning Continuity and Attendance Plan, and the highlights are as follows:

The Alum Rock School District lies in an area of Santa Clara County that has been one of the communities most affected by the Covid-19 Pandemic. Since the school closures in March, Alum Rock implemented a three phase approach to address the needs of our community. Staff worked quickly and relentlessly to distribute student work and devices, develop site plans, distribute meals, establish online platforms, develop communication systems, and coordinate temporary agreements with all bargaining units to ensure continuity of service to our families. During this emergency response phase, despite our best efforts, we faced some unique challenges with Distance Learning. With coordination and collaboration with families and staff, Special Education staff were able to offer an educational plan aligned to the student's goals through distance learning. Staff was able to communicate 1:1 with families to develop plans for providing IEP services virtually. Communication with parents was another challenge addressed by involving Principals, teachers, support staff, SLS coordinators and District partners in check-in calls and home visits. As we initiate the new school year, the Alum Rock community continues to be one of the areas most impacted by Covid-19 in the County. Currently, Santa Clara County has 20,587 positive cases of Covid-19 and 299 deaths. Between July and August, there was an uptick of confirmed Covid-19 cases ranging from 7,000 - 13,000 cases. Under California's new color-coded county tracking system, Santa Clara moved into the red category this week (September 22) which allows some schools to open for in-person instruction; however, Alum Rock is not able to return to in-person instruction at this time due to the high incident rate of Covid-19 cases in our community. Alum Rock School District serves students in the three highest impacted zip codes in the county (95116, 95127, 95122) with an average of 1,500 cumulative cases.

3. Instructional Services *(continued)*

Public Comment:

1) Dilza Gonzalez said she was glad there was a moment of silence.

2) Veronica said she liked what Vice-President Corina Herrera-Loera said.

MOTION #01-07 by Clerk Andrès Quintero to approve Action Item 3.01 as presented. MOTION #01-07 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, Member Dolores Marquez-Frausto and President Ernesto Bejarano
Vote: 5/0; Motion Carries

4. Business

4.01 Update, Presentation and Discussion on Potential District Solar Power Program Initiative

Counsel Rogelio Ruiz had a PowerPoint presentation regarding the District Solar Power Program Initiative.

1) The Road to here: How did the District get to this point?

2) What has been done so far?

3) Where are we now?

4) What the next steps?

Public Comment:

1) Brenda Zendejas said she appreciated the presentation.

2) Dilza Gonzalez asked that schools have an open public meeting.

4. Business *(continued)*

Clerk Andrès Quintero said he appreciated the work being put in this item. He would be happy to see this item at a Regular Board Meeting.

Member Linda Chavez commented that Clerk Andrès Quintero said the district has not seen three bids. She thanked Counsel Rogelio Ruiz for the presentation.

Counsel Rogelio Ruiz said the government code does not require to have a bid.

President Ernesto Bejarano thanked everyone for the work to address this item.

Board has a discussion.

Public Comment:

1) Tim Espinoza said there such be a Bonds Committee.

2) Josue Garcia made a few points regarding solar panels.

5. Adjournment

5.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 8:22 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

MINUTES OF A SPECIAL MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, October 8, 2020, 9:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #9-20/21

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano welcomed everyone in the audience. President Ernesto Bejarano called the Board Meeting to order at 9:04 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Ernesto Bejarano said there is a quorum.

2. Public Members Who Wish To Address The Board

There was no public comment.

3. Closed Session

3.01 Recess to Closed Session

President Ernesto Bejarano announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

4 RECONVENE TO OPEN SESSION

4.01 Call to Order

The Board reconvened to Open Session at 9:25 p.m. President Ernesto Bejarano welcomed everyone and said there was a quorum.

Counsel Rogelio Ruiz said there were no reportable actions.

5. ADJOURNMENT

5.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 9:26 p.m.

Respectfully submitted,

_____

Ernesto Bejarano, Board Clerk
mc

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

MINUTES OF A REGULAR BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, October 8, 2020, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #06-20/21

1. OPEN SESSION

1.01 Call to Order / Roll Call

President Ernesto Bejarano welcomed everyone. President Ernesto Bejarano called the Board Meeting to order at 5:42 p.m. followed by Roll Call.

Board Members Present:

Ernesto Bejarano	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	Member
Dolores Marquez-Frausto	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Carlos Moran	Assistant Superintendent, Human Resources
Kolvira Chheng	Assistant Superintendent, Business Services
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

3. Comments And Communication *(continued)*

3.04 Alum Rock Educator's Association (AREA)

AREA President, Jocelyn Merz, said she is aware that it has been hard for the past couple of weeks. She said there are constant changes that require immediate attention. She asked that everyone support proposition 15.

3.05 Superintendent

Superintendent Bauer thanked all the staff for their hard work. She commented that she has attended classes virtually and seen the great work Cureton's fifth-grade teachers are doing.

3.06 Board of Trustees/Communications/ Comments

Vice-President Corina Herrera-Loera said last week there were a lot of tragedies. She thanked Dr. Artigas for all her support during these difficult times.

Member Linda Chavez thanked teachers, students, and parents for all they do during distance learning.

Member Dolores Marquez-Frausto said that a lot of parents reached out to her due to their frustration due to distance learning. She asked that parents reach out to Student Services for support.

4. Superintendent/ Board Business

4.02 Approve Board Policy 4119.21/4219.21/4319.21, Professional Standards

MOTION #01-06 by Vice-President Corina Herrera-Loera to approve Action Item 4.02 as presented. MOTION #01-06 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, President Ernesto Bejarano and Member Dolores Marquez-Frausto
Vote: 5/0; Motion Carries

4.03 Approve Board Policy 4119.11/4219.11/4319.11, Sexual Harassment-Personnel

MOTION #02-06 by Vice-President Corina Herrera-Loera to approve Action Item 4.03 as presented. MOTION #02-06 was seconded by Clerk Andrès Quintero.

4. Superintendent/ Board Business *(continued)*

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, President Ernesto Bejarano and Member Dolores Marquez-Frausto
Vote: 5/0; Motion Carries

4.04 Approve Board Policy 5145.7, Sexual Harassment-Students

Member Linda Chavez said she some edits for the Board Policy 5145.7. She asked that the first two paragraphs could be put back.

President Ernesto Bejarano said item 4.04 will come back for a third reading.

4.05 Board update concerning the Ethnic Studies committee

Principal at San Antonio Elementary, Dr. Ivan Montes, and Executive Director of Somos Mayfair, Camille Llanes-Fontanilla had a PowerPoint presentation regarding the Ethnic Studies Committee.

Public Comment:

1) Veronica thanked Dr. Montes and Ms. Fontanilla for the presentation. She said the presentation should be in other languages.

2) Flor De Leo thanked Dr. Montes and Ms.Fontanilla for the presentation. She commented it is important for all teachers from different grade levels to be involved.

3) Dilza Gonzalez thanked Dr. Monyes and Ms. Fontanilla for the presentation. She mentioned that students should be involved in the process of Ethnic Studies.

4.06 Board update concerning the Racial Equity committee

Principal at Renaissance Academy Mathson, Anna Nguyen, and VAPA Instructor, Veronica Talton had a PowerPoint presentation regarding the Racial Equity Committee.

Public Comment:

1) Tamara Schane thanked the presenters for a great presentation.

2) Veronica said this was a great presentation. She said parents should also be involved.

3) David Williams said if anyone needs his help he would be more than happy to assist. He said he grew up in the streets where George Floyd passed away.

4. Superintendent/ Board Business *(continued)*

4) Brenda Zendejas said she liked the presentation. She commented staff worked hard to do this presentation.

5) Dilza Gonzalez thanked the staff for a wonderful presentation. She encourages Hispanic and minority parents to participate since they are the most affected.

5. Contracts Over $100,000

5.01 Approve the Think Together-Preschool Program Contract for the 2020-2021 SY. Think Together in coordination with ARUSD, will offer a comprehensive licensed preschool program at Adelante Dual Language Academy and Adelante Dual Language Academy II, which means the developmental needs of the children it serves.

Superintendent Bauer asked respectfully from the Board to approve this item.

MOTION #03-06 by Clerk Andrès Quintero to approve Action Item 5.01 as presented. MOTION #03-06 was seconded by Member Dolores Marquez-Frausto.

Roll call vote: Ayes: Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, President Ernesto Bejarano and Member Dolores Marquez-Frausto Abstain: Member Linda Chavez
Vote: 4/1; Motion Carries

Member Linda Chavez's abstention was done due to technical problems. This was a recommendation from Counsel Rogelio Ruiz.

6. Instructional Services

6.01 Approve the 2020-2021 Learning Continuity and Attendance Plan- Aptitud Community Academy

MOTION #04-06 by Clerk Andrès Quintero to approve Action Item 6.01 as presented. MOTION #04-06 was seconded by Vice-President Corina Herrera-Loera.

Roll call vote: Ayes: Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, President Ernesto Bejarano and Member Dolores Marquez-Frausto Abstain: Member Linda Chavez
Vote: 4/1; Motion Carries

Member Linda Chavez's abstention was done due to technical problems. This was a recommendation from Counsel Rogelio Ruiz.

7. Human Resources

7.01 Resignations

8. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, and 8.08.***

- ***Approve Item 8.01*** *Approve Quarterly Report on Williams Uniform Complaints*
- ***Agenda Item 8.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 8.03*** *Approve Fundraising Activities*
- ***Agenda Item 8.04*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 8.05*** *Approve Contracts for Professional Services-Firms/Organizations.*
- ***Agenda Item 8.06*** *Approve /Ratify Notices of Employment and Changes for Status/October 8, 2020/Human Resources Department.*
- ***Agenda Item 8.07*** *Approve Seal of Biliteracy Achievement Awards- Criteria*
- ***Agenda Item 8.08*** *Approve Resolution No. 15-20/21 Inventory Disposal.*

MOTION #05-07 by Vice-President Corina Herrera-Loera to approve Agenda Items 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, and 8.08.., as presented. MOTION #05-07 was seconded by Clerk Andrès Quintero.

Roll call vote: Ayes: Member Linda Chavez, Clerk Andrès Quintero, Vice-President Corina Herrera-Loera, President Ernesto Bejarano and Member Dolores Marquez-Frausto
Vote: 5/0; Motion Carries

9. Closed Session

9.01 Recess to Closed Session

President Ernesto Bejarano announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

11. Future Board Agenda Requests

Member Linda Chavez said she would like to request an itemized list of work orders for the last three years. She requested to have in the report finished and unfinished requests for the next Board Meeting.

10. RECONVENE TO OPEN SESSION

10.01 Call to Order

The Board reconvened to Open Session at 9:00 p.m. President Ernesto Bejarano welcomed everyone and said there was a quorum.

12. Adjournment

12.01 President Adjourns the Meeting

President Ernesto Bejarano adjourned the meeting at 9:00 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 27, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated February 11, 2021.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Recommend Approval

9.02

Agenda Placement

Meeting: February 11, 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
February 11, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Dorsa Elementary School Community	Materials & Supplies	$ 240.00	Dorsa Elementary
Dorsa Elementary School Community	Materials & Supplies	$ 480.00	Dorsa Elementary
Dorsa Elementary School Community	Materials & Supplies	$ 500.00	Dorsa Elementary
The Blackbaud Giving Fund	Materials & Supplies	$ 80.00	George Middle
The Tech Interactive	Materials & Supplies	$ 300.00	Linda Vista Elementary
The Blackbaud Giving Fund	Materials & Supplies	$ 100.00	Painter Elementary
The Blackbaud Giving Fund	Materials & Supplies	$ 120.00	Ryan STEAM Academy
Renaissance Academy PTO	Materials & Supplies	$ 600.00	Renaissance Academy

DORSA ELEMENTARY SCHOOL

1290 Bal Harbor Way San José, CA 95122 Phone: 408•928•7400 Fax: 408•928•7401

January 21, 2021

ARUESD Board Members
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

On behalf of the Dorsa Elementary School community, I would like to petition your approval to accept the following donation in the amount of $240.00

These donations will be used to pay for classroom materials

Thank you in advance for supporting our school by accepting these donations.

Respectfully Yours,

Viviana Garcia, Principal,
Dorsa Elementary School

VCG/jmm

DORSA ELEMENTARY SCHOOL

1290 Bal Harbor Way San José, CA 95122 Phone: 408•928•7400 Fax: 408•928•7401

December 2, 2020

ARUESD Board Members
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

On behalf of the Dorsa Elementary School community, I would like to petition your approval to accept the following donation in the amount of $480.00

These donations will be used to pay for classroom materials

Thank you in advance for supporting our school by accepting these donations.

Respectfully Yours,

Viviana Garcia, Principal,
Dorsa Elementary School

VCG/jm

DORSA ELEMENTARY SCHOOL

1290 Bal Harbor Way San José, CA 95122 Phone: 408•928•7400 Fax: 408•928•7401

December 18, 2020

ARUESD Board Members
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

On behalf of the Dorsa Elementary School community, I would like to petition your approval to accept the following donation in the amount of $500.00

These donations will be used to pay for classroom materials

Thank you in advance for supporting our school by accepting these donations.

Respectfully Yours,

Viviana García, Principal,
Dorsa Elementary School

VCG/jm

Joseph George Middle School
277 Mahoney Drive San Jose, CA 95127
408-928-7600 www.arusd.org/georgems
Fax- 408-928-7601
Tara Bickford, Principal

Date: 01/13/2021

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept a donation check #1110186187 in the amount of $80.00 from The Blackbaud Giving Fund by its agent, YourCause. This money will go into our donation account 060-9010-0-8699-00-1110-1000-000000-250-2110.

Thank you in advance for your approval.

Sincerely,

Tara Bickford
Principal
Joseph George Middle School

Linda Vista Elementary

100 Kirk Av, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: January 14, 2021

Please place the acceptance of these donations totaling $300.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$300.00 check donation from The Tech Interactive

Please deposit in donation account: 010 9010 0 4300 00 1110 2700 0000 020 2110

Thank you,

Rigoberto Gomez

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

January 08, 2021

Honorable Board of Trustees
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

Please accept the following donation check made to Ben Painter Elementary School from:

Applied Materials Foundation & Employees	$100.00	Check #1090053004

The donation check is a donation to our school. Thank you in advance for your approval.

Sincerely,

Mrs. Le Tran
Principal

/sna

Attachment

Ryan STEAM Academy

1241 McGinness Ave San Jose CA 95127

Phone: (408)298-8653 FAX: (408)928-8651

December 7, 2020,

Please accept this donation from The Blackbaud Giving Fund from PG&E in form of a check for the amount of $120.00(Check#11110188821). The funds will be utilized for Ryan STEAM Program. Please deposit these funds in our donations account# 06-100-2110-8699

Sincerely,

Yeny Rosales

Principal

Renaissance Academy of Arts, Science, and Social Justice
1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

January 12, 2021

Alum Rock School District
Board of Trustees
2930 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
Renaissance @ Fischer PTO	$600.00	Field Trips/School Activities/Classroom Furniture/Printers / Art Supplies. Student Incentives, Murals.

Total Amount of Donations: $600.00
Please credit account#060-9010-0-4300-00-1110-2700-000000-290-2110

We would like to thank this **Organization** for their continuous support in providing our students' with the tools to ensure a successful academic year at the Renaissance Academy.

Sincerely,

Doug Kleinhenz – School Principal

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 27, 2021

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated February 11, 2021.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

9.03
Agenda Placement

Meeting: February 11, 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
February 11, 2021

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante II Academy	Restaurant / Food Sales	PTA	03/08/21-03/08/21
Adelante II Academy	Restaurant / Food Sales	PTA	02/12/21-02/12/21

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Adelante II Dual language Date: 1/14/2021

Description of Event: Type Restaurant / Food Vendor Chipotle

Purpose for Event: Raise funds to have for when our students return on-site.

If selling food what are the items: n/a Brand and package size: n/a

Explain how food is handled/stored prior to or day of event: Restaurant handling

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 3/8/2021 Time of Event: 4pm-8pm

Contact Person: Mayra Llamas

Location of Proposed Activity: 2190 E Capitol Expy ste 40, SJ CA 95148

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2018

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☑

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☑

ASB Advisor: [signature] Signature 1/14/2021 Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: [signature] Signature 1/14/21 Date

Reviewed by Business Services: [signature] Date: 1/25/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: Adelante II Dual Language Date: 1/14/2021

Description of Event: Type Restaurant / Food Vendor El Pollo Loco

Purpose for Event: Raise funds to have for when onsite learning resumes

If selling food what are the items: n/a Brand and package size: n/a

Explain how food is handled/stored prior to or day of event: Restaurant handling

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 2/12/2021 Time of Event: 11am - 8pm

Contact Person: Mayra Ramos

Location of Proposed Activity: 1701 Story Rd Bldg 30, San Jose, CA 95122

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2019

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☑

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☑

ASB Advisor: Mayra Ramos (Signature) 01/14/2021 (Date)

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 1/14/21 (Date)

Reviewed by Business Services: Laura Newton Date: 1/25/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.04
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: January 27, 2021

Subject: **Vendor & Payroll Warrants**

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

Total of vendor warrants	$	4,787,687.67
Total of payroll warrants	$	4,177,447.53
Total	$	**8,965,135.20**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of January 2021.

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

To the Board of Trustees: Meeting: February 11, 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: _____

January 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,773,541.04
120	Child Development Fund	$284,781.59
130	Cafeteria Fund	$226,529.17
140	Deferred Maintenance Fund	$127,140.18
210	Building Fund	$0.00
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	$1,374,466.10
	Subtotal	**$4,786,458.08**
088	Student Body Fund	$1,229.59
	Total Vendor Warrants	**$4,787,687.67**

	PAYROLL WARRANTS	
	10th of the month	$194,980.96
	EOM Payroll	$3,976,282.88
	Manual Checks	$6,183.69
	Void Checks	$0.00
	Total Payroll Warrants	**$4,177,447.53**
	Grand Total All Warrants	**$8,965,135.20**

	From		To
AP Warrants used #	4005937	-	4006269
Payroll Direct Deposit Pay Stub used #	4714650	-	4715831
Payroll Checks used #	4401317	-	4401422

AP Check Register - Pivot Table Summary by Vendor
January 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
1x2 GLOBAL LLC	1/12/2021	4005960	010	$ 5,173.33
1x2 GLOBAL LLC Total				**$ 5,173.33**
4IMPRINT INC.	1/29/2021	4006158	060	$ 877.08
4IMPRINT INC. Total				**$ 877.08**
ABBY MARGARET HARRIS	1/15/2021	4005988	010	$ 31.20
ABBY MARGARET HARRIS Total				**$ 31.20**
ABOGADO,CHRISTINE	1/29/2021	4006168	060	$ 67.00
ABOGADO,CHRISTINE Total				**$ 67.00**
ACCOUNTABLE HEALTHCARE	1/22/2021	4006132	080	$ 8,775.00
ACCOUNTABLE HEALTHCARE Total				**$ 8,775.00**
ACE EMPOWER ACADEMY	1/22/2021	4006091	010	$ 53,734.00
ACE EMPOWER ACADEMY Total				**$ 53,734.00**
ACHIEVE KIDS	1/22/2021	4006133	080	$ 10,736.00
ACHIEVE KIDS Total				**$ 10,736.00**
ACTION TOWING AND ROAD SERVICE	1/22/2021	4006117	010	$ 195.00
ACTION TOWING AND ROAD SERVICE Total				**$ 195.00**
ADRIANE MARIE VANE	1/19/2021	4006054	010	$ 118.20
	1/29/2021	4006169	010	$ 155.73
ADRIANE MARIE VANE Total				**$ 273.93**
ADVERTISERS DIRECT INC	1/29/2021	4006205	060	$ 10,535.00
ADVERTISERS DIRECT INC Total				**$ 10,535.00**
AIRGAS, INC.	1/29/2021	4006235	050	$ 42.07
AIRGAS, INC. Total				**$ 42.07**
ALLIANCE FOR YOUTH ACHIEVEMENT	1/29/2021	4006257	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALONDRA GUADALUPE RIOS	1/19/2021	4006055	010	$ 216.71
ALONDRA GUADALUPE RIOS Total				**$ 216.71**
ALPHA BLANCA ALVARADO(ALPHA1)	1/22/2021	4006092	010	$ 67,353.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 67,353.00**
ALPHA JOSE HERNANDEZ (ALPHA	1/22/2021	4006093	010	$ 73,024.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 73,024.00**
ALUM ROCK #305	1/29/2021	4006258	010	$ 500.00
ALUM ROCK #305 Total				**$ 500.00**
ALUM ROCK ADMINISTRATORS ASSOC	1/29/2021	4006259	010	$ 525.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 525.00**
AMAZON WEB SERVICES INC.	1/8/2021	4005937	010	$ 834.33
AMAZON WEB SERVICES INC. Total				**$ 834.33**
AMAZON.COM LLC	1/22/2021	4006118	080	$ 59.72
	1/29/2021	4006159	080	$ 328.63
		4006179	010	$ 1,543.74
AMAZON.COM LLC Total				**$ 1,932.09**
AMERICAN FIDELITY ASSURANCE	1/29/2021	4006260	010	$ 9,665.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,665.00**
AMERICAN FIDELITY ASSURANCE CO	1/29/2021	4006261	010	$ 32,326.29
AMERICAN FIDELITY ASSURANCE CO Total				**$ 32,326.29**
APPLE INC.	1/15/2021	4006041	080	$ 1,746.25
	1/19/2021	4006077	060	$ 13,191.94

Vendor Name	Date	Warrant #	Fund	Sum of Amount
APPLE INC.	1/22/2021	4006119	120	$ 16,159.56
	1/29/2021	4006180	010	$ 194.47
		4006206	060	$ 235,192.56
APPLE INC. Total				**$ 266,484.78**
ARAMARK UNIFORM SERVICES	1/15/2021	4006047	130	$ 1,103.34
ARAMARK UNIFORM SERVICES Total				**$ 1,103.34**
ARELY MARGARITA FLORES	1/29/2021	4006219	010	$ 133.84
ARELY MARGARITA FLORES Total				**$ 133.84**
ASSETGENIE INC.	1/12/2021	4005961	010	$ 188.00
ASSETGENIE INC. Total				**$ 188.00**
ASSOCIATION OF CALIFORNIA	1/29/2021	4006262	010	$ 3,317.71
ASSOCIATION OF CALIFORNIA Total				**$ 3,317.71**
AT&T	1/12/2021	4005962	010	$ 1,272.32
	1/15/2021	4005989	010	$ 3,418.24
	1/29/2021	4006207	010	$ 1,410.64
AT&T Total				**$ 6,101.20**
BARNES AND NOBLE	1/15/2021	4006015	060	$ 126.51
	1/22/2021	4006120	010	$ 109.09
	1/29/2021	4006181	060	$ 283.67
BARNES AND NOBLE Total				**$ 519.27**
BAY AREA FLOOR MACHINE	1/19/2021	4006066	010	$ 317.04
BAY AREA FLOOR MACHINE Total				**$ 317.04**
BIOMETRICS4ALL INC.	1/12/2021	4005963	010	$ 1.50
BIOMETRICS4ALL INC. Total				**$ 1.50**
BOSCO CONSTRUCTION SERVICES	1/29/2021	4006182	050	$ 650.00
BOSCO CONSTRUCTION SERVICES Total				**$ 650.00**
BRAINPOP LLC.	1/8/2021	4005938	060	$ 1,795.00
BRAINPOP LLC. Total				**$ 1,795.00**
BUSWEST LLC	1/25/2021	4006155	010	$ 9,230.95
BUSWEST LLC Total				**$ 9,230.95**
CALIFORNIA ASSOCIATION FOR	1/19/2021	4006068	060	$ 9,450.00
CALIFORNIA ASSOCIATION FOR Total				**$ 9,450.00**
CALIFORNIA DEPARTMENT OF	1/19/2021	4006086	010	$ 185.37
			060	$ 76.78
			080	$ 8.85
	1/28/2021	4006157	010	$ 301.50
CALIFORNIA DEPARTMENT OF Total				**$ 572.50**
CALIFORNIA KINDERGARTEN	1/29/2021	4006208	010	$ 75.00
CALIFORNIA KINDERGARTEN Total				**$ 75.00**
CALIFORNIA MATHEMATICS COUNCIL	1/22/2021	4006121	060	$ 90.00
CALIFORNIA MATHEMATICS COUNCIL Total				**$ 90.00**
CAL-STEAM INC.	1/15/2021	4005997	050	$ 408.73
	1/19/2021	4006067	050	$ 855.57
CAL-STEAM INC. Total				**$ 1,264.30**
CAMBIUM LEARNING INC.	1/22/2021	4006102	060	$ 4,500.00
CAMBIUM LEARNING INC. Total				**$ 4,500.00**
CANON FINANCIAL SERVICES INC.	1/12/2021	4005964	010	$ 71.01

Vendor Name	Date	Warrant #	Fund		Sum of Amount
CANON FINANCIAL SERVICES INC.	1/15/2021	4006033	010	$	9,600.49
			060	$	2,949.91
			050	$	737.43
			080	$	340.85
			130	$	175.89
	1/29/2021	4006170	060	$	139.84
		4006220	010	$	9,600.37
			060	$	2,810.02
			050	$	737.43
			080	$	340.85
			130	$	175.89
CANON FINANCIAL SERVICES INC. Total				**$**	**27,679.98**
CATERPILLAR FINANCIAL	1/25/2021	4006153	010	$	6,788.38
CATERPILLAR FINANCIAL Total				**$**	**6,788.38**
CDW LLC	1/12/2021	4005977	060	$	3,496.00
CDW LLC Total				**$**	**3,496.00**
CELLCO PARTNERSHIP	1/15/2021	4006013	010	$	4,972.26
CELLCO PARTNERSHIP Total				**$**	**4,972.26**
CINTAS CORPORATION	1/15/2021	4005998	010	$	418.54
			050	$	87.45
	1/19/2021	4006069	010	$	418.54
			050	$	87.45
	1/29/2021	4006226	010	$	895.62
			050	$	174.90
		4006236	010	$	924.44
			050	$	174.90
CINTAS CORPORATION Total				**$**	**3,181.84**
CITIZEN SCHOOLS	1/29/2021	4006183	060	$	159,826.75
CITIZEN SCHOOLS Total				**$**	**159,826.75**
CITY YEAR INC.	1/29/2021	4006184	010	$	206,483.25
			060	$	210,747.55
CITY YEAR INC. Total				**$**	**417,230.80**
CLARA ISABEL TENORIO	1/29/2021	4006171	010	$	98.63
CLARA ISABEL TENORIO Total				**$**	**98.63**
COMMUNITY SCHOOL OF MUSIC AND	1/8/2021	4005939	060	$	700.78
COMMUNITY SCHOOL OF MUSIC AND Total				**$**	**700.78**
CORPORATE BILLING LLC	1/22/2021	4006103	010	$	253.79
CORPORATE BILLING LLC Total				**$**	**253.79**
COURT REPORTING COST	1/12/2021	4005965	010	$	1,581.97
COURT REPORTING COST Total				**$**	**1,581.97**
CROWN CASTLE INTERNATIONAL	1/8/2021	4005950	010	$	4,456.74
CROWN CASTLE INTERNATIONAL Total				**$**	**4,456.74**
CSEA VICTORY CLUB	1/29/2021	4006263	010	$	44.00
CSEA VICTORY CLUB Total				**$**	**44.00**
CYNDI L MACDONALD	1/29/2021	4006221	010	$	171.21
CYNDI L MACDONALD Total				**$**	**171.21**
DANELLE FINNEN	1/19/2021	4006056	010	$	30.00

AP Check Register - Pivot Table Summary by Vendor
January 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
DANELLE FINNEN Total				$ 30.00
DANIEL E. BOWEN	1/15/2021	4005999	140	$ 36,785.00
DANIEL E. BOWEN Total				$ 36,785.00
DANIEL SANCHEZ	1/8/2021	4005940	060	$ 2,800.00
	1/12/2021	4005966	060	$ 700.00
	1/15/2021	4006016	060	$ 1,000.00
	1/29/2021	4006209	060	$ 700.00
DANIEL SANCHEZ Total				$ 5,200.00
DANO, JOSHUA	1/15/2021	4005990	010	$ 98.59
DANO, JOSHUA Total				$ 98.59
DAYLIGHT FOODS INC	1/19/2021	4006050	130	$ 11,201.22
DAYLIGHT FOODS INC Total				$ 11,201.22
DELL MARKETING L.P.	1/29/2021	4006190	060	$ 423,704.17
DELL MARKETING L.P. Total				$ 423,704.17
DILIGENT CORPORATION	1/29/2021	4006191	010	$ 12,000.00
DILIGENT CORPORATION Total				$ 12,000.00
DISCOVERY BENEFITS	1/22/2021	4006104	670	$ 60.00
DISCOVERY BENEFITS Total				$ 60.00
EAST BAY RESTAURANT SUPPLY INC	1/12/2021	4005978	130	$ 25,482.99
EAST BAY RESTAURANT SUPPLY INC Total				$ 25,482.99
ENVIRONMENTAL SYSTEMS INC	1/15/2021	4006000	050	$ 1,145.32
	1/19/2021	4006070	050	$ 1,941.33
ENVIRONMENTAL SYSTEMS INC Total				$ 3,086.65
ERIN JO AMCHAN	1/29/2021	4006172	060	$ 91.20
ERIN JO AMCHAN Total				$ 91.20
ESTHER B. CLARK SCHOOL AT	1/12/2021	4005979	080	$ 8,821.56
ESTHER B. CLARK SCHOOL AT Total				$ 8,821.56
FEDERAL EXPRESS	1/12/2021	4005967	010	$ 153.88
FEDERAL EXPRESS Total				$ 153.88
FIRST BOOK	1/8/2021	4005941	060	$ 3,287.02
		4005951	060	$ 3,709.81
	1/22/2021	4006137	060	$ 1,049.06
	1/29/2021	4006192	060	$ 7,050.96
		4006227	060	$ 1,573.20
FIRST BOOK Total				$ 16,670.05
FLORES, LOUIE JR.	1/29/2021	4006228	010	$ 128.21
FLORES, LOUIE JR. Total				$ 128.21
FOLEY & SONS INC	1/15/2021	4006017	010	$ 8.56
			060	$ 56.10
	1/22/2021	4006138	010	$ 190.71
FOLEY & SONS INC Total				$ 255.37
FOSTER DAIRY FARMS	1/19/2021	4006051	130	$ 17,056.44
FOSTER DAIRY FARMS Total				$ 17,056.44
FOUNDATION FOR EDUCATIONAL	1/22/2021	4006139	080	$ 597.00
FOUNDATION FOR EDUCATIONAL Total				$ 597.00
FROG ENV. INC	1/22/2021	4006122	010	$ 574.00
FROG ENV. INC Total				$ 574.00

Vendor Name	Date	Warrant #	Fund		Sum of Amount
GARCIA, SANTOS RIOS	1/22/2021	4006094	010	$	410.36
GARCIA, SANTOS RIOS Total				**$**	**410.36**
GARDENLAND CENTER INC.	1/15/2021	4006001	050	$	174.79
GARDENLAND CENTER INC. Total				**$**	**174.79**
GOLD STAR FOODS	1/19/2021	4006052	130	$	147,333.33
GOLD STAR FOODS Total				**$**	**147,333.33**
GORDON & REES LLP.	1/12/2021	4005968	010	$	1,053.00
GORDON & REES LLP. Total				**$**	**1,053.00**
GRAYBAR	1/22/2021	4006123	010	$	1,835.52
GRAYBAR Total				**$**	**1,835.52**
GUITAR CENTER STORES INC.	1/8/2021	4005942	010	$	6.53
	1/15/2021	4006042	010	$	26.13
	1/29/2021	4006193	010	$	74.25
GUITAR CENTER STORES INC. Total				**$**	**106.91**
HALEY ELIZABETH MILLER	1/19/2021	4006057	010	$	20.76
	1/22/2021	4006140	010	$	14.07
HALEY ELIZABETH MILLER Total				**$**	**34.83**
HAPARA INC.	1/12/2021	4005980	060	$	2,829.23
HAPARA INC. Total				**$**	**2,829.23**
HOME DEPOT U.S.A. INC.	1/15/2021	4006002	050	$	2,854.93
		4006003	010	$	853.48
		4006018	010	$	196.49
	1/19/2021	4006071	050	$	1,670.37
	1/22/2021	4006141	010	$	81.12
			050	$	92.03
	1/29/2021	4006194	050	$	1,759.27
		4006237	010	$	818.39
HOME DEPOT U.S.A. INC. Total				**$**	**8,326.08**
HORIZON DISTRIBUTORS INC	1/15/2021	4006004	050	$	46.98
HORIZON DISTRIBUTORS INC Total				**$**	**46.98**
HUANG, TERESA	1/29/2021	4006229	010	$	279.20
HUANG, TERESA Total				**$**	**279.20**
ICONIX WATERWORKS (US) INC.	1/29/2021	4006238	050	$	3,009.97
ICONIX WATERWORKS (US) INC. Total				**$**	**3,009.97**
IDN INC	1/19/2021	4006072	050	$	162.53
IDN INC Total				**$**	**162.53**
INTERNATIONAL ASSOCIATION FOR	1/8/2021	4005952	060	$	600.00
	1/15/2021	4006043	060	$	2,800.00
INTERNATIONAL ASSOCIATION FOR Total				**$**	**3,400.00**
IT MANAGEMENT CORPORATION	1/8/2021	4005953	010	$	4,432.50
	1/22/2021	4006142	140	$	90,355.18
IT MANAGEMENT CORPORATION Total				**$**	**94,787.68**
ITSAVVY LLC	1/8/2021	4005943	010	$	358.23
			060	$	2,468.39
			120	$	1,719.50
	1/22/2021	4006124	010	$	27.25
ITSAVVY LLC Total				**$**	**4,573.37**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
J.W. PEPPER & SON, INC.	1/15/2021	4006019	010	$ 113.53
		4006044	010	$ 414.48
	1/22/2021	4006125	010	$ 227.43
	1/29/2021	4006160	010	$ 43.69
		4006210	010	$ 111.67
J.W. PEPPER & SON, INC. Total				**$ 910.80**
JAZZY LIEN NGUYEN	1/29/2021	4006161	130	$ 13.97
JAZZY LIEN NGUYEN Total				**$ 13.97**
JESSE LOREN SMITH SPRINGER	1/29/2021	4006173	010	$ 211.45
JESSE LOREN SMITH SPRINGER Total				**$ 211.45**
JESSE M SERNA	1/29/2021	4006195	010	$ 5,831.80
JESSE M SERNA Total				**$ 5,831.80**
JOHN F. FONT PHD & ASSOCIATES	1/22/2021	4006105	080	$ 7,245.50
JOHN F. FONT PHD & ASSOCIATES Total				**$ 7,245.50**
JOURNEYED.COM INC.	1/15/2021	4006020	060	$ 463.22
	1/29/2021	4006196	060	$ 230.00
JOURNEYED.COM INC. Total				**$ 693.22**
JUAN ZUNIGA	1/19/2021	4006058	010	$ 29.20
JUAN ZUNIGA Total				**$ 29.20**
JUAREZ, FELIPE	1/22/2021	4006095	010	$ 206.18
JUAREZ, FELIPE Total				**$ 206.18**
KAISER	1/19/2021	4006082	670	$ 203,613.38
		4006083	670	$ 290.00
	1/29/2021	4006197	670	$ 290.00
KAISER Total				**$ 204,193.38**
KAISER PERMANENTE	1/19/2021	4006084	670	$ 412.66
	1/29/2021	4006198	670	$ 412.66
KAISER PERMANENTE Total				**$ 825.32**
KEENAN & ASSOCIATES	1/29/2021	4006199	670	$ 116,589.00
KEENAN & ASSOCIATES Total				**$ 116,589.00**
KELLI SORICH	1/29/2021	4006222	060	$ 91.20
KELLI SORICH Total				**$ 91.20**
KENNETH MCBRIAN	1/19/2021	4006059	010	$ 149.00
KENNETH MCBRIAN Total				**$ 149.00**
KHAI Q. TRAN	1/29/2021	4006239	050	$ 4,515.00
KHAI Q. TRAN Total				**$ 4,515.00**
KIMI JOY HIROSHIMA	1/15/2021	4005991	010	$ 164.30
KIMI JOY HIROSHIMA Total				**$ 164.30**
KIMOCHIS	1/15/2021	4006021	120	$ 1,531.98
KIMOCHIS Total				**$ 1,531.98**
KIPP HEARTWOOD ACADEMY	1/22/2021	4006096	010	$ 93,187.00
KIPP HEARTWOOD ACADEMY Total				**$ 93,187.00**
KIPP PRIZE PREPARATORY ACADEMY	1/22/2021	4006097	010	$ 92,938.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 92,938.00**
KLAWITTER, EILEEN	1/19/2021	4006060	010	$ 124.02
	1/22/2021	4006143	080	$ 93.13
KLAWITTER, EILEEN Total				**$ 217.15**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LABOR LAW CENTER INC.	1/22/2021	4006144	670	$ 1,137.40
LABOR LAW CENTER INC. Total				**$ 1,137.40**
LAKESHORE EQUIPMENT COMPANY	1/12/2021	4005981	010	$ 148.29
			060	$ 289.51
	1/22/2021	4006106	060	$ 462.78
	1/29/2021	4006185	080	$ 154.64
		4006211	010	$ 703.19
		4006230	010	$ 771.04
			060	$ 62.94
LAKESHORE EQUIPMENT COMPANY Total				**$ 2,592.39**
LANGUAGE PEOPLE INC	1/22/2021	4006134	010	$ 2,300.00
		4006150	060	$ 4,638.65
		4006151	060	$ 4,585.15
LANGUAGE PEOPLE INC Total				**$ 11,523.80**
LAURA JANE HINSCH	1/29/2021	4006174	060	$ 123.72
LAURA JANE HINSCH Total				**$ 123.72**
LAZEL INC	1/29/2021	4006231	080	$ 310.35
LAZEL INC Total				**$ 310.35**
LDP INC	1/22/2021	4006135	060	$ 591.60
LDP INC Total				**$ 591.60**
LEASE SERVICING CENTER INC.	1/8/2021	4005944	060	$ 1,389.66
LEASE SERVICING CENTER INC. Total				**$ 1,389.66**
LITTLE HEROES INC.	1/8/2021	4005945	060	$ 2,500.00
	1/12/2021	4005969	010	$ 5,000.00
			060	$ 2,500.00
	1/22/2021	4006126	060	$ 2,500.00
LITTLE HEROES INC. Total				**$ 12,500.00**
LORELIZ JACINTO	1/15/2021	4005992	010	$ 34.75
LORELIZ JACINTO Total				**$ 34.75**
LOWES COMPANIES INC.	1/15/2021	4006006	050	$ 132.30
		4006022	050	$ 1,206.42
	1/29/2021	4006200	050	$ 241.63
		4006240	050	$ 62.26
LOWES COMPANIES INC. Total				**$ 1,642.61**
LOWE'S COMPANIES, INC.	1/8/2021	4005946	060	$ 18,589.24
	1/15/2021	4006005	060	$ 9,297.88
LOWE'S COMPANIES, INC. Total				**$ 27,887.12**
LOZANO SMITH LLP	1/29/2021	4006201	010	$ 75.00
		4006212	080	$ 4,085.00
LOZANO SMITH LLP Total				**$ 4,160.00**
MADELYN MARIE BAMBERG	1/29/2021	4006232	080	$ 362.00
MADELYN MARIE BAMBERG Total				**$ 362.00**
MARGARET FLORES	1/22/2021	4006145	010	$ 85.14
MARGARET FLORES Total				**$ 85.14**
MARIA C. GOCHEZ BLANCO	1/22/2021	4006107	050	$ 372.10
MARIA C. GOCHEZ BLANCO Total				**$ 372.10**
MARIA ERICA CARRASCO	1/22/2021	4006146	010	$ 63.21

AP Check Register - Pivot Table Summary by Vendor
January 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MARIA ERICA CARRASCO Total				$ 63.21
MARIBEL CARRILLO	1/29/2021	4006223	010	$ 31.64
MARIBEL CARRILLO Total				$ 31.64
MAXIM HEALTHCARE SERVICES	1/12/2021	4005982	080	$ 11,028.75
MAXIM HEALTHCARE SERVICES Total				$ 11,028.75
MCKINLEY ELEVATOR CORPORATION	1/15/2021	4006007	050	$ 600.00
	1/19/2021	4006073	050	$ 200.00
	1/29/2021	4006241	050	$ 600.00
MCKINLEY ELEVATOR CORPORATION Total				$ 1,400.00
MEDINA, JOSE	1/19/2021	4006061	060	$ 25.00
MEDINA, JOSE Total				$ 25.00
METLIFE SMALL MARKET	1/29/2021	4006202	010	$ 1,921.46
METLIFE SMALL MARKET Total				$ 1,921.46
MICHELLE GILBERT	1/29/2021	4006175	010	$ 123.42
MICHELLE GILBERT Total				$ 123.42
MID AMERICA ADMINISTRATION	1/11/2021	4005955	010	$ 3,117.28
	1/29/2021	4006264	010	$ 2,105.08
MID AMERICA ADMINISTRATION Total				$ 5,222.36
MUSIC IN MOTION	1/15/2021	4006023	010	$ 197.34
MUSIC IN MOTION Total				$ 197.34
NAJMUN RAHMAN	1/15/2021	4005993	010	$ 42.96
NAJMUN RAHMAN Total				$ 42.96
NANCY ANN HADDOX	1/12/2021	4005983	080	$ 152.95
NANCY ANN HADDOX Total				$ 152.95
NASCO MODESTO A DIV.OF	1/29/2021	4006162	060	$ 132.15
NASCO MODESTO A DIV.OF Total				$ 132.15
NATHAN W BEN-YONATAN	1/22/2021	4006098	080	$ 272.15
NATHAN W BEN-YONATAN Total				$ 272.15
NATIONAL ASSOCIATION OF SCHOOL	1/22/2021	4006149	080	$ 199.00
NATIONAL ASSOCIATION OF SCHOOL Total				$ 199.00
NESTLE WATERS NORTH AMERICA	1/12/2021	4005958	010	$ 256.24
			080	$ 5.49
	1/20/2021	4006088	010	$ 463.38
			050	$ 54.14
	1/29/2021	4006255	010	$ 152.14
NESTLE WATERS NORTH AMERICA Total				$ 931.39
NEXTEL OF CALIFORNIA INC.	1/15/2021	4006014	010	$ 2,335.46
NEXTEL OF CALIFORNIA INC. Total				$ 2,335.46
NICOLE J WESSON	1/19/2021	4006062	010	$ 298.18
NICOLE J WESSON Total				$ 298.18
NICOLE MARIE ARMSTRONG	1/15/2021	4006024	010	$ 63.85
NICOLE MARIE ARMSTRONG Total				$ 63.85
NORCAL TRUCK LEASING INC	1/12/2021	4005970	010	$ 1,340.00
NORCAL TRUCK LEASING INC Total				$ 1,340.00
NUNEZ, ANTONIO	1/22/2021	4006099	010	$ 607.96
NUNEZ, ANTONIO Total				$ 607.96
OCCUPATIONAL HEALTH CTR OF CA	1/12/2021	4005971	010	$ 442.00

Vendor Name	Date	Warrant #	Fund		Sum of Amount
OCCUPATIONAL HEALTH CTR OF CA	1/19/2021	4006074	010	$	32.50
	1/29/2021	4006233	010	$	64.50
OCCUPATIONAL HEALTH CTR OF CA Total				**$**	**539.00**
OFFICE DEPOT	1/15/2021	4006034	010	$	441.87
		4006035	010	$	2,265.30
		4006036	010	$	359.46
		4006037	010	$	868.12
		4006038	010	$	429.18
		4006039	010	$	329.73
			050	$	76.23
		4006040	010	$	579.98
			060	$	396.17
	1/22/2021	4006129	010	$	1,819.98
		4006130	010	$	550.07
		4006131	010	$	467.00
			060	$	146.03
		4006147	010	$	92.48
	1/29/2021	4006248	010	$	856.23
		4006250	010	$	2,019.37
		4006252	010	$	359.25
OFFICE DEPOT Total				**$**	**12,056.45**
ONE STONE APPAREL INC.	1/19/2021	4006078	010	$	1,258.19
	1/29/2021	4006213	010	$	1,805.33
ONE STONE APPAREL INC. Total				**$**	**3,063.52**
O'REILLY AUTOMOTIVE STORES INC	1/22/2021	4006108	010	$	479.00
	1/29/2021	4006176	010	$	912.60
O'REILLY AUTOMOTIVE STORES INC Total				**$**	**1,391.60**
OSCAR DELEON	1/11/2021	4005956	010	$	434.21
OSCAR DELEON Total				**$**	**434.21**
OTC DIRECT INC	1/12/2021	4005984	010	$	718.89
	1/15/2021	4006025	010	$	68.54
	1/22/2021	4006109	010	$	119.26
	1/29/2021	4006186	010	$	143.23
OTC DIRECT INC Total				**$**	**1,049.92**
P & R PAPER SUPPLY COMPANY	1/19/2021	4006053	130	$	7,001.33
P & R PAPER SUPPLY COMPANY Total				**$**	**7,001.33**
PACIFIC EDUCATORS INC.	1/29/2021	4006265	010	$	98.58
PACIFIC EDUCATORS INC. Total				**$**	**98.58**
PEAR DECK INC.	1/15/2021	4006026	060	$	1,000.00
PEAR DECK INC. Total				**$**	**1,000.00**
PERSEUS ASSOCIATES	1/29/2021	4006163	010	$	525.00
PERSEUS ASSOCIATES Total				**$**	**525.00**
PG&E	1/12/2021	4005972	010	$	50.77
	1/19/2021	4006087	010	$	117,733.67
PG&E Total				**$**	**117,784.44**
POSITIVE PROMOTIONS INC	1/22/2021	4006110	088	$	1,229.59
POSITIVE PROMOTIONS INC Total				**$**	**1,229.59**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PRE-PAID LEGAL SERVICES INC.	1/29/2021	4006266	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total				**$ 299.74**
PRESENTATION PRODUCTS INC.	1/8/2021	4005947	010	$ 2,885.87
PRESENTATION PRODUCTS INC. Total				**$ 2,885.87**
PRIMER, TERUMI	1/11/2021	4005957	010	$ 2.02
PRIMER, TERUMI Total				**$ 2.02**
PRO-ED	1/15/2021	4006027	080	$ 534.24
PRO-ED Total				**$ 534.24**
QUADIENT FINANCE USA, INC.	1/12/2021	4005973	010	$ 10,100.00
QUADIENT FINANCE USA, INC. Total				**$ 10,100.00**
R & R REFRIGERATION & AIR	1/12/2021	4005974	130	$ 11,543.50
	1/22/2021	4006111	130	$ 2,442.55
R & R REFRIGERATION & AIR Total				**$ 13,986.05**
RAISING A READER	1/15/2021	4006028	120	$ 1,900.95
RAISING A READER Total				**$ 1,900.95**
RANDALL E. KLEIN	1/15/2021	4006029	060	$ 672.00
		4006045	060	$ 570.00
RANDALL E. KLEIN Total				**$ 1,242.00**
REALLY GOOD STUFF LLC	1/29/2021	4006187	010	$ 46.14
		4006214	010	$ 117.70
REALLY GOOD STUFF LLC Total				**$ 163.84**
RECOLOGY SOUTH BAY	1/19/2021	4006048	010	$ 18,122.05
	1/29/2021	4006242	010	$ 2,684.17
RECOLOGY SOUTH BAY Total				**$ 20,806.22**
RESOURCE AREA FOR TEACHERS	1/19/2021	4006079	010	$ 8.30
RESOURCE AREA FOR TEACHERS Total				**$ 8.30**
RICK DELONG	1/29/2021	4006243	010	$ 450.00
RICK DELONG Total				**$ 450.00**
RIVAS, KAREEN	1/29/2021	4006177	060	$ 41.47
		4006224	010	$ 400.00
RIVAS, KAREEN Total				**$ 441.47**
RMC A RAY MORGAN COMPANY	1/29/2021	4006249	010	$ 2,190.64
			060	$ 533.16
			050	$ 98.79
			080	$ 792.22
		4006251	010	$ 3,640.51
			060	$ 676.06
			050	$ 379.74
			130	$ 1,367.76
		4006253	010	$ 1,571.76
			060	$ 871.18
			080	$ 44.44
RMC A RAY MORGAN COMPANY Total				**$ 12,166.26**
RO HEALTH INC.	1/15/2021	4006030	010	$ 3,522.00
	1/22/2021	4006112	010	$ 7,171.50
	1/29/2021	4006215	010	$ 3,471.00
RO HEALTH INC. Total				**$ 14,164.50**

Vendor Name	Date	Warrant #	Fund		Sum of Amount
ROCKETSHIP FUERZA	1/22/2021	4006100	010	$	136,771.00
ROCKETSHIP FUERZA Total				**$**	**136,771.00**
ROCKETSHIP SI SE PUEDE	1/22/2021	4006101	010	$	85,166.00
ROCKETSHIP SI SE PUEDE Total				**$**	**85,166.00**
ROLLINS INC.	1/15/2021	4006008	050	$	954.52
ROLLINS INC. Total				**$**	**954.52**
ROSELLE GILDORE ANDACA	1/29/2021	4006178	010	$	107.29
ROSELLE GILDORE ANDACA Total				**$**	**107.29**
RUSSELL SIGLER INC.	1/15/2021	4006009	050	$	198.16
RUSSELL SIGLER INC. Total				**$**	**198.16**
RYAN LEE JAEGER	1/19/2021	4006063	010	$	97.23
RYAN LEE JAEGER Total				**$**	**97.23**
SABINA MURESAN	1/29/2021	4006164	010	$	25.30
SABINA MURESAN Total				**$**	**25.30**
SAN DIEGO COUNTY	1/29/2021	4006188	010	$	25.00
SAN DIEGO COUNTY Total				**$**	**25.00**
SAN JOSE WATER COMPANY	1/12/2021	4005959	010	$	27,960.86
SAN JOSE WATER COMPANY Total				**$**	**27,960.86**
SANCHEZ, MELANY	1/19/2021	4006064	060	$	93.09
SANCHEZ, MELANY Total				**$**	**93.09**
SANTA CLARA COUNTY OFFICE OF	1/8/2021	4005948	060	$	3,187.56
	1/15/2021	4006031	010	$	6,860.00
	1/29/2021	4006165	060	$	338.84
SANTA CLARA COUNTY OFFICE OF Total				**$**	**10,386.40**
SANTA CRUZ COUNTY OFFICE OF ED	1/22/2021	4006127	060	$	75.00
SANTA CRUZ COUNTY OFFICE OF ED Total				**$**	**75.00**
SC FUELS	1/22/2021	4006113	010	$	2,707.31
SC FUELS Total				**$**	**2,707.31**
SCHOLASTIC	1/8/2021	4005949	060	$	1,979.56
	1/29/2021	4006216	060	$	183.22
SCHOLASTIC Total				**$**	**2,162.78**
SCHOLASTIC INC.	1/12/2021	4005985	060	$	296.04
SCHOLASTIC INC. Total				**$**	**296.04**
SCHOOL HEALTH CORPORATION	1/12/2021	4005986	010	$	219.34
SCHOOL HEALTH CORPORATION Total				**$**	**219.34**
SECURITY CONTRACTOR SERVICES	1/15/2021	4006010	050	$	84.38
SECURITY CONTRACTOR SERVICES Total				**$**	**84.38**
SELF INSURED SCHOOLS OF	1/20/2021	4006089	670	$	830,693.00
SELF INSURED SCHOOLS OF Total				**$**	**830,693.00**
SERVICE STATION SYSTEMS	1/22/2021	4006114	050	$	400.00
SERVICE STATION SYSTEMS Total				**$**	**400.00**
SFCC INTERMEDIATEHOLDINGS INC	1/12/2021	4005975	010	$	170.82
	1/29/2021	4006189	010	$	55.65
SFCC INTERMEDIATEHOLDINGS INC Total				**$**	**226.47**
SHARP ELECTRONICS CORPORATION	1/29/2021	4006217	060	$	370.27
		4006234	060	$	73.28
SHARP ELECTRONICS CORPORATION Total				**$**	**443.55**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SHERRY DUARTE	1/15/2021	4005994	010	$ 318.21
SHERRY DUARTE Total				**$ 318.21**
SILICON VALLEY SECURITY &	1/29/2021	4006244	010	$ 7,302.40
SILICON VALLEY SECURITY & Total				**$ 7,302.40**
SPURR	1/22/2021	4006128	010	$ 15,254.90
SPURR Total				**$ 15,254.90**
STACY ANNE-KUNG WANG	1/29/2021	4006225	010	$ 409.50
STACY ANNE-KUNG WANG Total				**$ 409.50**
STANDARD INSURANCE CO.	1/29/2021	4006267	010	$ 16,599.44
STANDARD INSURANCE CO. Total				**$ 16,599.44**
STARTING ARTS INC.	1/21/2021	4006090	060	$ 6,500.00
STARTING ARTS INC. Total				**$ 6,500.00**
STATE OF CALIFORNIA	1/22/2021	4006148	010	$ 96.00
STATE OF CALIFORNIA Total				**$ 96.00**
STEVEN WAYNE DOTY	1/19/2021	4006075	050	$ 187.50
	1/29/2021	4006245	050	$ 1,184.32
STEVEN WAYNE DOTY Total				**$ 1,371.82**
STLR CORPORATION	1/15/2021	4006032	010	$ 1,280.00
STLR CORPORATION Total				**$ 1,280.00**
SUNBELT RENTALS INC.	1/29/2021	4006246	050	$ 1,094.03
SUNBELT RENTALS INC. Total				**$ 1,094.03**
SUNBELT STAFFING LLC	1/22/2021	4006136	080	$ 26,187.00
SUNBELT STAFFING LLC Total				**$ 26,187.00**
SUPER AUTO CARE SERVICES LLC	1/29/2021	4006166	010	$ 89.99
SUPER AUTO CARE SERVICES LLC Total				**$ 89.99**
SUSAN M HAMADA	1/15/2021	4005995	080	$ 44.00
SUSAN M HAMADA Total				**$ 44.00**
SYSCO SAN FRANCISCO INC.	1/29/2021	4006256	130	$ 1,630.96
SYSCO SAN FRANCISCO INC. Total				**$ 1,630.96**
TEACH FOR AMERICA - BAY AREA	1/29/2021	4006203	010	$ 35,000.00
TEACH FOR AMERICA - BAY AREA Total				**$ 35,000.00**
TEAMSTERS LOCAL #150	1/29/2021	4006268	010	$ 10,461.00
TEAMSTERS LOCAL #150 Total				**$ 10,461.00**
TEAMSTERS MANAGED TRUST FUNDS	1/19/2021	4006085	670	$ 220,968.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 220,968.00**
TESTAMERICA LABORATORIES INC.	1/29/2021	4006167	010	$ 150.00
TESTAMERICA LABORATORIES INC. Total				**$ 150.00**
TEXAS LIFE INSURANCE	1/29/2021	4006269	010	$ 7,074.88
TEXAS LIFE INSURANCE Total				**$ 7,074.88**
TEXTHELP INC	1/29/2021	4006218	060	$ 6,000.00
TEXTHELP INC Total				**$ 6,000.00**
THE DAVEY TREE EXPERT COMPANY	1/22/2021	4006152	050	$ 2,975.00
THE DAVEY TREE EXPERT COMPANY Total				**$ 2,975.00**
THE MARKERBOARD PEOPLE	1/22/2021	4006115	010	$ 198.00
THE MARKERBOARD PEOPLE Total				**$ 198.00**
THINK TOGETHER	1/19/2021	4006080	010	$ 14,706.00
			060	$ 91,706.33

AP Check Register - Pivot Table Summary by Vendor
January 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
THINK TOGETHER	1/29/2021	4006254	120	$	263,469.60
THINK TOGETHER Total				**$**	**369,881.93**
THOMAS, DEEPA	1/19/2021	4006065	010	$	104.05
THOMAS, DEEPA Total				**$**	**104.05**
U.S. BANK	1/25/2021	4006154	010	$	10,905.65
			060	$	900.00
U.S. BANK Total				**$**	**11,805.65**
UNITED PARCEL SERVICE	1/12/2021	4005976	010	$	185.92
UNITED PARCEL SERVICE Total				**$**	**185.92**
UNITED REFRIGERATION INC.	1/15/2021	4006011	050	$	13.65
	1/29/2021	4006247	050	$	164.13
UNITED REFRIGERATION INC. Total				**$**	**177.78**
UNITED RENTALS INC	1/19/2021	4006076	050	$	128.32
UNITED RENTALS INC Total				**$**	**128.32**
VALLEY TRANSPORTATION AUTH.	1/15/2021	4006046	060	$	35.00
	1/19/2021	4006049	060	$	945.00
VALLEY TRANSPORTATION AUTH. Total				**$**	**980.00**
VISTA CENTER FOR THE BLIND &	1/12/2021	4005987	080	$	760.00
VISTA CENTER FOR THE BLIND & Total				**$**	**760.00**
VIVIANNE NGUYEN	1/15/2021	4005996	010	$	8.83
VIVIANNE NGUYEN Total				**$**	**8.83**
VOLER STRATEGIC ADVISORS	1/29/2021	4006204	010	$	7,650.00
VOLER STRATEGIC ADVISORS Total				**$**	**7,650.00**
W.W. GRAINGER INC.	1/15/2021	4006012	050	$	3,979.44
W.W. GRAINGER INC. Total				**$**	**3,979.44**
WARDS AUTO SUPPLY, INC	1/22/2021	4006116	010	$	1,363.60
WARDS AUTO SUPPLY, INC Total				**$**	**1,363.60**
WOODWIND & BRASSWIND INC.	1/8/2021	4005954	010	$	54.60
WOODWIND & BRASSWIND INC. Total				**$**	**54.60**
WRIGHT, HENRY B.	1/27/2021	4006156	010	$	406.08
WRIGHT, HENRY B. Total				**$**	**406.08**
YMCA OF SILICON VALLEY	1/19/2021	4006081	010	$	25,175.80
			060	$	15,473.70
YMCA OF SILICON VALLEY Total				**$**	**40,649.50**
Grand Total				**$**	**4,787,687.67**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.05
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 4, 2021

Subject: **Resolution No. 22-20/21**
ARTS EDUCATION MONTH – MARCH, 2021
March, 2021, has been proclaimed as Arts Education Month.

Staff Analysis: This resolution proclaims the month of March, 2021, as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students.

Recommendation: Staff recommends approval of **Resolution No. 22-20/21**, Arts Education Month, as presented.

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

To the Board of Trustees: Meeting: February 11, 2021
Regular Board Meeting

Recommend Approval

9.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Resolution No. 22-20/21
PROCLAIMING MARCH, 2021,
"ARTS EDUCATION MONTH"

WHEREAS, Arts Education, which includes dance, music, theater, and the visual arts, is an indispensible part of basic education for all students, kindergarten through grade twelve, to enhance their understanding of the world and to develop their full potential;

WHEREAS, through well planned instruction and activities in art, children develop initiative, creative ability, self-expression, self-reflection, critical thinking skills, discipline, a heightened appreciation of beauty, and cross-cultural understanding;

WHEREAS, the arts are collectively one of the most important repositories of culture, and experience in the arts fosters insights and abilities central to the experience of life;

WHEREAS, many national and state professional arts education associations sponsor celebrations each March encouraging student participation in the arts;

WHEREAS, these celebrations give California schools an important opportunity to focus on the value of the arts for all students, promote cross-cultural understanding, give recognition to the state's outstanding young artists, and enhance public support for the arts; and

WHEREAS, the *Visual and Performing Arts Framework for California Public Schools, Kindergarten through Grade Twelve,* adopted by the California State Board of Education in 1995, states that education in the arts is "essential for all students" and calls upon the California public schools to "provide a balanced curriculum, with the arts as a part of the core of all students, kindergarten through grade twelve, no matter what the students' abilities, language capacities, or special needs happen to be;"

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of March, 2021, as "Arts Education Month" and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

PASSED AND ADOPTED this 11th day of February, 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 _____

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 February 11, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

9.06

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/February 11, 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**

Meeting: February 11, 2021
Regular Board Meeting

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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
February 11, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. Employee Contracts:

1.	Franco, Luzely	Test Examiner	02/12/2021-06/08/2021
2.	Moran, Elba	ELPAC Testing Coordinator	01/20/2021-06/08/2021
3.	Rosales-Montes, Evaliz	Test Examiner	02/12/2021-06808/2021

II. Short Term Employees:

1.	Arteaga, Brigette	Student Counselor/Student Services	01/15/2021 - 06/30/2021
2.	Williams, Brandon	Student Counselor/Student Services	01/15/2021 - 06/30/2021

CERTIFICATED CHANGES OF STATUS:

III. Provision Internship Permit:

1.	Fenstermaker, Andrew	Teacher, Middle School

CLASSIFIED PERSONNEL – February 11, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Domingo, Tiffany Lizel	Health Assistant/Painter	01/26/2021
2.	Gonzalez, Teresa Ann	School Office Assistant/Adelante I	01/11/2021

II. Change of Status:

1.	Ortiz, Guadalupe	Autism Intervention Assistant/Special Education Services	01/04/2021

III. Short Term Position (Support COVID-19 Related Safety Protocols):

1.	Rios, Ana Lilia Espinoza	Head Custodian I – Elementary/District Office	03/01/2021-06/30/2021

IV. 39mo Re-Employment

1.	Montoya, Ignacio Leonard	Bus Driver/Transportation	02/03/2021-05/03/2024
2.	Nunez, Humberto	Bus Driver/Transportation	01/28/2021-04/28/2024

V. Employee Contract:

1.	Boquiren, Gabriel	Instructor: Jazz Program	12/01/2020-06/30/2021

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 EDUCATION

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

Subject: **Resolution No. 20-20/21**
Read Across America – March 2, 2021
March 2, 2021, has been proclaimed as Read Across America Day.

Staff Analysis: The Alum Rock Union Elementary School District joins with the National Education Association in calling upon the staff, parents, and community of this district to assure that every child is reading with a caring adult on March 2, 2021. The goal is to celebrate literacy and honor Dr. Seuss's birthday.

Recommendation: Staff recommends approval of **Resolution No. 20-20/21**, Read Across America Day – March 2, 2021, as presented.

Submitted by: Rene Sanchez RS Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: February 11, 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

Resolution No. 20-20/21
PROCLAIMING MARCH 2, 2021
"READ ACROSS AMERICA DAY"

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in the global economy, and

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District strive to provide significant leadership in the area of community involvement in the education of our youth, which is grounded in the principle that educational investment is the key to the community's well-being and long-term quality of life; and

WHEREAS, Read Across America Day, a national celebration of Dr. Seuss' birthday on March 2nd, promotes reading and adult involvement in the education of our community's students;

NOW, THEREFORE, BE IT RESOLVED, on February 11, 2021, that the Alum Rock Union Elementary School District and the California State Board of Education proclaim Tuesday, March 2, 2021, as "Read Across America Day" and call upon the staff, parents, and the community of the Alum Rock Union Elementary School District to assure that every child is in a safe place reading with a caring adult on March 2, 2021.

PASSED AND ADOPTED this 11th day of February, 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 _____

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 February 11, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

9.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **RESOLUTION No. 21-20/21**
WOMEN'S HISTORY MONTH – MARCH, 2021
March, 2021, has been proclaimed as Women's History Month.

Staff Analysis: This resolution proclaims the month of March, 2021, as Women's History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest education for all students.

Recommendation: Staff recommends approval of **Resolution No. 21-20/21**, Women's History Month, as presented.

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

To the Board of Trustees:

Recommend Approval

9.08
Agenda Placement

Meeting: February 11, 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

Resolution No. 21-20/21
PROCLAIMING MARCH, 2021,
"WOMEN'S HISTORY MONTH"

WHEREAS, women of every race and ethnic background contributed to our country's triumphs and accomplishments in countless ways as wives, mothers, pioneers, nuns, indentured servants, and slaves; and

WHEREAS, women have played, and continue to play, a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, women of every race and ethnic background served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement, and

WHEREAS, the role of women in history has been overlooked and undervalued and is an important part of the body of American and world history; and

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

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 March, 2021, as "Women's History Month" and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 11th day of February, 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 _____

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 February 11, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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 TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees:

Recommend Approval

9.09

Agenda Placement

Meeting: February 11, 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
February 11, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST & FUNDING	PURPOSE
Academic Services/ VAPA Danelle Finnen	02/12/21-06/30/21	Community School of Music and Arts	$2,376.00	Provide two, six week long, art classes for students at Mathson M.S. Each class will meet twice a week virtually or in person. All lessons will be standards-based and will include asynchronous component. Funding: Restricted
Academic Services Jason Sorich	02/12/21-06/07/21	Springboard Collaborative	$26,400.00	After-School ELA literacy intervention program for 228 Pre-K thru 3rd grade students. The program will be open to all elementary school sites. Springboard will provide classes that meet over ten (10) weeks. Services include: Teacher coaching and Professional Development. All services will be 100% virtual. Funding: Restricted
Maintenance Ed Villarreal	02/12/21-06/30/21	Kern Oil Filter Recycling, LLC	$7,000.00 NTE	Provide annual service for the wash rack located in the District's corporate yard, which includes the removal if debris and fluids, replace filters and additional related work. This area is used to wash buses and other District's vehicles. Funding: Restricted
Maintenance Ed Villarreal	01/01/21-06/30/22	Silicon Valley Security & Patrol, Inc.	$45,000.00	Contract Extension: CO 216034 Original contact amount $45,000.00 New contract amount: $90,000.00 Provide overnight security patrol seven days a week from 9:30 p.m.-6:00 a.m. Services provided on weekends and holidays. Coverage includes mobile and walking the facilities district-wide. Funding: Restricted

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:

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

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

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

Name of Individual/Company: Community School of Music and Art

Address: 230 San Antonio Circle City: San Jose State: CA Zip: 94040

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

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates February 2021 end date June 2021

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

CSMA will provide two, six week long, art classes for students at Mathson Middle School. Each class will meet twice per week virtually or in person. All lessons will be standards-based and will include a synchronous and asynchronous component.

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:** $2376

Describe other related costs: _____

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-050-1190 _____ Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Barbara Carrasco Date: 1/11/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

community school *of* music and arts

MEMORANDUM OF UNDERSTANDING
between
Lee Mathson Middle School and the Community School of Music and Arts

This non-binding Memorandum of Understanding ("MOU") summarizes the principal terms that the **Lee Mathson Middle School** located at **2050 Kammerer Ave, San Jose, CA 95116** ("Mathson") 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 Mathson 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 Mathson 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 Mathsonschool, 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 Mathson or a Classroom Teacher needs to cancel a class, they must provide at least 24-hours notice to receive a make-up class. If Mathson 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. Mathson Responsibilities. For any onsite classes, Mathson 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. Mathson agrees that during the Program and for twelve (12) months thereafter, Mathson 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 Mathson 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

01 / 06 / 2021

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

1/5/2021

MEMORANDUM OF UNDERSTANDING: **ADDENDUM A**

Additional Program Information

ART	**Sessions**	**Classrooms**	**Rate**	**Cost**
Grade 6 - 8	12	2	$99	$2,376

Total 2020 - 2021 School Year Program Cost **$2,376**

For these services, Lee Mathson Middle School will make payments to the Community School of Music and Arts in the total amount of $2,376

Due March 1, 2021 **$2,376**

MEMORANDUM OF UNDERSTANDING: **ADDENDUM B**

Additional Program Information

Program Adaptation to Schools Reopening Following COVID

CSMA will provide flexible instructional units that may be delivered online, in person, or by a combination of the two formats. Online classes will include a written lesson plan and a video of the lesson to be shared with the students by the classroom teacher. The school will work directly with the CSMA Instructor to schedule virtual sessions.

Art4Schools Virtual Art Show(s)

CSMA anticipates continued restrictions on school attendance and social gatherings for the 2020-21 school year. In response, CSMA has created new program components to enhance communications with families regarding the art curriculum and student progress and to showcase student work. The new components are:

- A monthly newsletter featuring examples of student artwork
- A virtual student art show to be offered one to two times a year

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: Jason Sorich

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

   Name of Individual/Company: Springboard Collaborative

   Address: 2 Penn Center, 1500 JFK Blvd. City: Philadelphia State: PA Zip: 19102

   Phone: (510) 473-7144 Email Address: t.arriaga@springboardcollaborative.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date February 12, 2021 end date June 7, 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:

   After-School ELA literacy intervention program for 228 PreK thru Third Grade students-open to all elementary school sites. Springboard will provide classes that meet over ten(10) weeks. Services include: teacher coaching and Professional Development. All services will be 100% virtual.

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:** $ 26,400 (describe rate agreement) two (2) installments of $13,200.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	360	1190	$26,400	

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

SPRINGBOARD COLLABORATIVE
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (this "**MOU**") is entered into by **Springboard Collaborative** ("**Springboard**"), a non-profit corporation with its registered office at 2 Penn Center, Suite 1160, 1500 JFK Boulevard, Philadelphia, PA, 19102, and **Alum Rock Union School District** ("**Partner**") at **2930 Gay Ave., San Jose, CA 95127**.

Background

Springboard closes the literacy gap by closing the gap between home and school. Our best-in-class literacy offerings combine personalized instruction for pre-K through third-graders, workshops training parents to teach reading at home, and professional development for teachers. **Springboard** envisions a world in which all children have the requisite literacy skills to access life opportunities.

Springboard and **Partner** hereby agree as follows:

1. **Definitions.**

1.1. "**Coaching Sessions**" means weekly **Springboard Coach** and **Program Leader**-led meetings with educators during the **Springboard Program** to plan student interventions and improve educators' practice.

1.2. "**Data System**" means the data management system (Slinky) provided by **Springboard** that tracks and analyzes all of **Springboard's** data throughout the **Springboard Program**, including but not limited to student and family demographic information, student reading progress, student and parent attendance, daily family engagement, and educator observations.

1.3. "**Parent Workshops**" means interactive training sessions led by educators to train parents, guardians, or care-givers about effective strategies for reading with their student and to permit parents, guardians, or care-givers to share their insights and expertise on their student throughout the **Springboard Program.**

1.4. "**Professional Development Materials**" means the protocols and written guides developed and delivered by **Springboard** to train educators on data-driven instruction, effective lesson planning, family communication, and facilitation of **Parent Workshops**.

1.5. "**Program Materials**" means items provided to **Partner** and developed by **Springboard**, including but not limited to, curricula, daily lesson guides, **Professional Development Materials**, and incentive materials for students, parents, educators, and **Program Leader**.

1.6. "**Student Reading Scores**" means reading levels measured by assessment which can be used to quantify a student's reading progress.

1.7. "**Springboard Program**" means the Springboard Learning Accelerator that combines targeted reading instruction, family workshops, educator coaching, and incentives to achieve lasting results.

2. Term.

2.1. The term of this **MOU** shall be as specified in Schedule A to this MOU ("Schedule A").

3. Scope of Work.

3.1. Program components.

3.1.1. Before programming

3.1.1.1. Consultation: 4 hours of individual consultation with a Springboard specialist to plan for programming and adapt the Learning Accelerator to local context.

3.1.1.2. Professional Development: Educators participate in 6 hours of virtual PD (4 on family engagement, 2 on differentiated literacy instruction).

3.1.1.3. Home visits: In person or virtually, educators visit families to lay the foundation for a fruitful partnership.

3.1.2. During programming

3.1.2.1. Baseline assessment & goal-setting: Educators establish a baseline and growth goal for each student.

3.1.2.2. Springboard Connect: Families gain access to Springboard Connect, a home literacy app that provides reading strategies and reminders. (Connect is a web app with SMS messages, to maximize accessibility).

3.1.2.3. Family workshops: Springboard provides the curriculum and resources for educators to lead 5 workshops that train parents to be effective at-home literacy coaches. In-person or virtual, in a variety of formats.

3.1.2.4. E-books: Springboard provides families and educators access to e-books (1,000s of leveled texts in multiple languages). Physical books can also be sent to families as an add-on.

3.1.2.5. Educator-led instruction: Educators conduct differentiated instruction with children. In a remote implementation, educators individually conference with each child weekly (including a phonics lesson).

3.1.2.6. Professional Learning Communities: Educators participate in weekly PLCs to improve their practice.

3.1.2.7. Assessment & awards: Springboard provides educational incentives to Partner (e.g.: backpack with school supplies) to distribute to students.

3.1.2.8. Ongoing consultation: Program leaders have access to 8 additional consulting hours with a Springboard specialist throughout implementation.

3.1.3. After programming

3.1.3.1. Impact report: Springboard shares data and outcomes with **Partner.**

3.2. Data Collection.

3.2.1.1. The **Program Leader** will ensure that educators monitor students' reading progress and daily attendance, input required information into the **Data System**, and administer sign-in protocols for **Parent Workshops** during the **Springboard Program**. **Springboard** will share **Student Reading Scores** and the school- and classroom-level data analysis with **Partner**.

3.3. Confidentiality.

3.3.1. All student data provided by **Partner** shall be subject to the Family Educational Rights Privacy Act (FERPA), 20 USC §1232g. *et seq*., and any other federal or state statutes or regulations pertaining to student records.

3.3.2. **Partner** permits **Springboard** to disseminate **Student Reading Scores** and student academic information provided by **Partner** to directors and employees of **Springboard** for the successful operation of the **Springboard Program**. With the consent of families, **Partner** will provide **Student Reading Scores** during the academic school year to **Springboard** as often as the school reading assessment is administered, within seven (7) days of their distribution to families up and until the time a parent or guardian of a student indicates otherwise.

3.3.3. **Springboard** reserves the right to present **Student Reading Scores** in the aggregate, without any personal identifying information, to potential funders, student and parent participants, partnering schools and other parties interested in the mission of **Springboard** to demonstrate the impact of the **Springboard Program** at **Partner**.

4. Responsibilities of Partner.

4.1. **Collaboration with Springboard. Partner** will participate in the **Springboard Program** and make its best effort to support successful implementation. This includes granting program staff access to materials and available resources.

4.2. **Enrollment. Partner** will identify which students will participate in the **Springboard Program**.

4.3. **Partner** will select educators to participate in the **Springboard Program**. Educators will be responsible for pre-programming professional development, student instruction, leading **Parent Workshops**, and establishing a baseline and growth goal for every student. Educators should commit to the full duration of programming.

4.4. **Partner** will compensate educators at their customary hourly rate for program-related hours. This includes professional development, home visits, assessment, instruction, workshops, and coaching.

4.5. **Student Information. Partner** will provide to **Springboard** the most current and accurate contact, demographic, and educational information, including whether or not a student has an Individualized Education Program ("IEP"), for student and parent participants. **Partner** will share enrolled student list including baseline **Student Reading Scores** and demographic information at in advance of the first day of **Springboard Program**. If available, **Partner** will provide information regarding reading levels for enrolled students, for any date on which enrolled student reading levels are assessed.

4.6. **Legal/Regulatory Compliance. Partner** is exclusively responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to the **Partner** and this **MOU**.

4.7. **Supplies and Technology.**

4.7.1. **Partner** will ensure educators have access to necessary technology platforms to provide the digital learning. **Springboard** recommends that participating families have access to a smartphone.

4.7.2. Other requests by **Springboard** will be within the discretion of **Partner**.

5. **Payment Terms and Costs.** The Payment Terms and Costs are specified in Schedule A.

6. **License of Materials. Springboard** grants to **Partner** a non-exclusive, non-transferrable license to use the **Program Materials** for **Partner** or its personnel until the final day of the **Springboard Program**, including any materials provided in electronic form or computer-readable form, for use only in connection with the **Springboard Program** up to and until such time as **Springboard** decides otherwise. All **Springboard** materials used by **Partner** shall contain the **Springboard** name and copyright.

7. **Employee Clearances. Partner** is required to confirm that their staff working for the **Springboard Program** have up-to-date clearances on file with **Partner. Partner** should provide a statement to **Springboard** affirming that employees have required clearances, including a list of relevant employees.

8. **Intellectual Property.**

   8.1. **Copyright. Springboard** reserves copyright in all written and electronic materials delivered and developed by **Springboard** pursuant to this **MOU**, including materials developed by **Springboard** with input from **Partner** staff. These materials include, but are not limited to, curricula, lesson plans and instructional material developed by **Springboard** and modified by **Partner** staff for the purposes of the **Springboard Program**. These items may not be copied or otherwise reproduced (including through electronic media) without the express written permission of **Springboard**.

   8.2. **Restrictions.** In no event shall **Partner** use or permit others to use the **Program Materials** other than as permitted by **Springboard**. In no event may the **Program Materials** be sublicensed, modified, sold or transferred except as agreed by **Springboard**.

   8.3. **Trademark and Trade Name.** This **MOU** does not give **Partner** any ownership rights or interest in **Springboard's** trade name or trademarks.

9. **Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. **Partner's** employees who perform the obligations of **Partner** hereunder shall be under the employment and ultimate control, management and supervision of **Partner**. **Springboard's** employees who perform the obligations of **Springboard** shall be under the employment and ultimate control, management and supervision of **Springboard**. Nothing herein shall be construed to imply that **Partner** and **Springboard** are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

10. **Entire Understanding.** This **MOU** constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.

11. **Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this **MOU**, except in writing and signed by the duly authorized representatives of both parties.

12. **Conflict.** In the event of any conflict, ambiguity or inconsistency between this **MOU** and any other document, which may be annexed hereto, the terms of this **MOU** shall govern.

13. **Notices.**

FOR PARTNER:

Dr. Hilaria Bauer
Superintendent
Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

FOR SPRINGBOARD:

Aubrey White
President
Springboard Collaborative
2 Penn Center, Suite 1160
1500 JFK Blvd
Philadelphia, PA 19102
Phone: (215) 817-3839
Email: a.white@springboardcollaborative.org

14. **Limitations on Liability.** In no event shall either party be liable to the other party under this **MOU** or to any third party for special, consequential, incidental, punitive or indirect damages, irrespective of whether such claims for damages are founded in contract, tort, warranty, operation of law, or otherwise, or whether claims for such liability arise out of the performance or non-performance by such party hereunder.

15. **Governing Law.** This **MOU** shall be construed to be made and interpreted under the laws of the Pennsylvania.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have caused this **MOU** to be executed.

ALUM ROCK UNION SCHOOL DISTRICT

Partner (s): _____

_____ By: _____

Date *Dr. Hilaria Bauer*
Superintendent

SPRINGBOARD COLLABORATIVE

_____ By: _____

Date *Aubrey White*
President

SCHEDULE A:

PAYMENT AND TERM OF SERVICE CONDITIONS

The following terms shall apply to **Alum Rock Union School District (Partner)** and **Springboard Collaborative (Springboard)**:

A. TERM: This section shall encompass the all definitions in the foregoing Memorandum of Understanding ("**MOU**") and the following:

A. 1. The MOU shall commence on the later date it is signed by both the **Partner** leader and **Springboard** (the "**Execution Date**") and shall expire 90 days following the end of **Springboard Program**. Both parties may agree to extend the term of the **MOU** by an addendum (as specified in **MOU** § 10).

A. 2. Partner and educators will lose access and permission to access **Professional Development Materials** and **Program Materials** on the final day of the **Springboard Program(s)**.

A. 3. If applicable, **Springboard** will retain the right to collect educational and demographic data from **Partner** through the expiration of this **MOU**.

B. PRICING INFORMATION:

Springboard Learning Accelerator: Winter/Spring 2021

B.1. Total Number of Program Leaders: **3** Leaders

B.2. Expected Enrollment: **228** students

B.3. Partner Support Package Fee: $15,000

B.4. Student Bundle Fee: $50

B.5. TOTAL PARTNERSHIPS FEE: $26,400

C. DEFINITIONS: This section shall encompass all definitions in the **MOU**, as follows:

C.1. Expected Enrollment means the number of students projected to register in **Springboard Program(s)** as determined by the parties, as specified in Section B.2 of this Schedule A.

C.2. Extra Enrollment means students in excess of **Expected Enrollment** that attend twenty-five percent (25%) or more of the **Springboard Program(s)** as determined by **Springboard**.

D. COSTS.

D.1. Itemized Partner Costs. In support of the **Springboard Program(s)**, **Partner** shall pay:

D.1.1. Educators: Partner hires and compensates educators for their time in PD, [virtual] home visits, family workshops, student instruction, and PLCs (~75 hours per educator).

D.1.2. Program Leader: **Partner** designates and compensates a **Program Leader** to support groups of educators in implementing the Learning Accelerator. **Springboard** specialists work directly with the **Program Leader(s)** to support implementation.

D.1.3. Costs associated with digital technology platforms used for implementation.

D.2. Generalized Partner Cost. In support of the **Springboard Program(s)**, **Partner** shall pay the **Total Payment Amount**, as follows:

D.2.1. Partner's Total Payment Amount is **$26,400**

D.2.3 Payment of the **Partnership Fee** is required for **Partner** to gain access to the **Springboard** products and services described in the **MOU**. The **Partnership Fee** shall be delivered to **Springboard** (i) overnight courier or U.S. Priority Mail via certified check or standard check, or (ii) via ACH payment (preferred).

D.2.4 Consequences of Delinquent Payment of Partnership Fee

D.2.4.1 If **Partner's** payment is more than fifteen (15) days late, **Partner** will be deemed to be in default (**Default).**

D.2.4.2 If in Default, **Partner** shall pay an additional fee as specified in Section E.2.4 of this Schedule A.

D.2.4.3 If **Partner** is in Default, **Springboard** may terminate this **MOU** immediately.

D.2.4.4 In the event of termination as a result of Default, **Partner** must return any materials or resources received from **Springboard,** upon demand.

D.2.4.5 In the event of termination as a result of Default, **Partner** must assume full responsibility for lost wages to **Program Leader**, educators, and any other program staff.

E. PAYMENTS.

E.1. Invoices. Except as otherwise provided herein, **Springboard** will send **Partner** an invoice for each payment designating the payment due date.

E.2. Payments. Partner shall pay **Springboard** in three installments as follows:

E.2.1. Upon execution of the **MOU**, **Partner** shall pay **First Payment** (50% of **Total Payment Amount**) to **Springboard**, which is non-refundable. The invoice will be dated day of first scheduled **Professional Development.**

E.2.2. Partner shall pay **Second Payment** (50% of **Total Payment Amount**) upon the last calendar day of instruction of **Springboard Program**. The invoice will be dated last calendar day of instruction.

E.2.3 Default and Late Payment. If **Partner** is in Default, it will pay penalty charges of two percent (2%) per month for every thirty (30) days past the original date of invoice.

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: Kern Oil Filter Recycling LLC Contract 2020-2021

Date: January 26, 2021

Summary:
Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's Corporate yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Kern Oil Filter Recycling LLC in the amount of $7,000.00 for the 2020-2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts $5,000 or more

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ___Employee Contract x Independent Contractor Agreement ___ MOU

School/Department: M.O.T. - Maintenance Date: January 26, 2021

Requested by: Ed Villarreal

Name of Company/Individual to be contracted: Kern Oil Filter Recycling LLC

Address: 2355 Road #192

City: Delano State: CA Zip Code: 93215

Dates of Services: February 12, 2021 - June 30, 2021

Services to be provided: Kern Oil Filter Recycling LLC will provide annual service for the wash rack located in the District's corporate yard, which include the removal of debris and fluids, replace filters and additional related work. This area is used to wash buses and other District's vehicles. Budget code: 050-8150-0-5815-00-0000-8100-000000-450-8130

Estimated Cost: $7,000.00 Budget code: M.B. 2/1/2021

Supervisor's Signature: Kol S Date: 2/1/21

Approved: ☑ **Yes** ☐ **No**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Maintenance (School/Dept.) VENDOR NO. 020875

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: Kern Oil Filter Recycling LLC

   Address: 2355 Road #192 City: Delano State: CA Zip: 93215

   Phone: (661) 721-8739 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-0727047

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 02/12/2021 end date 06/31/2021

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

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

   Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's Corporate Yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

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

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

   X b. **Other:** $ 7,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$7,000.00	
											2/1/2021

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

KERN OIL FILTER RECYCLING, LLC

2355 Road 192 Delano, CA 93215
Phone: (661)721-8739 Fax: (661)725-0654

Revised Environmental Service Bid

- **Oily Water.....$1.50/Gallon**
- **Truck Time: 2 hours at $150.00/HR**
- **Emergency Call Out Fee..... $125.00**
- **Emergency Truck Time: 2 hours at $175.00/HR**
- **E-Manifest Fee..... $25.00**

All waste is manifested accordance to Local, State & Federal regulations CFR Title 22

Customer Name: Alum Rock Elementary School District

Address: 2930 Gay Ave, San Jose, CA 95127

EPA #: CAL000055406

Authorized by: _____ **Date:** 01/01/2021

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Addendum to Extend Contract - Silicon Valley Security & Patrol, Inc.

Date: January 27, 2021

Summary:
On July 9, 2020, the Board approved contract 216034 to provide overnight security patrol, seven days a week, including holidays, between the hours of 9:30 PM – 6:00 AM, due to frequent vandalism District-wide. At this time, the District will need to extend current contract in order to maintain service through the reminder of the 2020-2021 school year.

Below are the rates:
Regular Hourly Rate = $26.20
Holiday Hourly Rate = $39.30
Alarm Response = $50.00 (per call outside of normal patrol hours)

Recommendation:
Staff recommends that the Board of Trustees approve an addendum to extend the current contract with Silicon Valley Security & Patrol, Inc., in the amount of $45,000.00 for a total amount of $90,000.00 for the 2020-2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Required Pre-Approval Form for Contracts $5,000 or more

NOTE: Please submit this form to your supervisor; contracts are pre-approved on a weekly basis during Executive Cabinet meetings. You will receive a copy of the approved form from your supervisor.

Type of Contract: ___Employee Contract x Independent Contractor Agreement ___ MOU

School/Department: M & O Dept. Date: January 27, 2021

Requested by: Ed Villarreal

Name of Company/Individual to be contracted: Silicon Valley Security & Patrol

Address: 1131 Luchessi Drive, Suite #2

City: San Jose State: CA Zip Code: 95118

Dates of Services: January 1, 2021 - June 30, 2021

Services to be provided: An addendum to extend current contract for Overnight security patrol seven days a week from 9:30 p.m. to 6:00 a.m. Services provide on weekends and holidays. Coverage includes mobile and walking the facilities district-wide.

Budget code: 010-0000-0-5870-00-0000-8100-000000-450-8140 M.Nevarez 1/27/2021

Estimated Cost: $45,000.00 Budget code: ____

Supervisor's Signature: Kal S Date: 2/2/21

Approved: ☑ **Yes** ☐ **No**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: 216034 Vendor No.: 21151

M&O Dept. (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: Silicon Valley Security & Patrol

Address: 1131 Luchessi Drive, Suite #2 City: San Jose State: CA Zip: 95118

Phone: (408) 978-2198 Email:

SSN: Fed I.D. #:

CONTRACT TERM: start dates 01/01/2021 end date 06/30/2021

CONTRACTOR'S OBLIGATION

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

An addendum to extend current contract for overnight security patrol seven days a week from 9:30 p.m. to 6:00 a.m. Services provide on weekends and holidays. Coverage includes mobile and walking the facilities district-wide.

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:** $45,000.00 increase for a total contract amount of $90,000 till 06/30/2021.

Describe other related costs:

BUDGET CODE: 010-0000-0-5870-00-0000-8100-000000-450-8140 N. Newton 1/27/2021
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/27/21

Director of Fiscal Services: _____ Date: 1/27/21

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

Superintendent: _____ Date: _____

ADDENDUM NO.1 TO EXTEND CONTRACT CO 216034 PROVIDE OVERNIGHT PATROL SEVEN DAYS A WEEK, WEEKENDS AND HOLIDAYS. MOBILE & WALKING SECURITY PATROL COVERAGE AT FACILITIES DISTRICT WIDE

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

SILICON VALLEY SECURITY & PATROL (SVSP).

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be extended for an additional six (6) months from January 1, 2021 through June 30, 2021. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

Vendor shall provide the supplies and items as prescribed and required by the original Independent Contractor Agreement and all documents forming a part of the original package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III
TERMINATION

This Agreement may be terminated by the District upon thirty - (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations (not to exceed and additional $45,000 dollars) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by in the original Independent Contractor Agreement documents. For prompt payment, billing must be accurate in all details, **and invoice must be submitted monthly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Independent Contractor Agreement, and all documents forming a part of the original package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the Vendor and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Alum Rock Union Elementary School District
Signature:	Signature:
Name: Gary Mills	Name: Hilaria Bauer, Ph.D.
Title: VP of Business Development	Title: Superintendent
Date: 2/1/2021	Date:

Company Name: Silicon Valley Security and Patrol (SVSP)

9.10

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 # 31-20/21 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 February 11, 2021.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: February 11, 2021

Recommend Approval

9.10

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 # 31-20/21
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 11th day of February, 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:

Corina Herrera-Loera, President

Andrés Quintero, Vice President

Ernesto Bejarano, Clerk

Linda Chávez, 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 February 11, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

ADELANTE II SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

DEVICE	SERIAL	TAG
DELL OPTIPLEX GX260	7ZXRK21	6998
14" MONITOR	N/A	N/A
HP JETDIRECT 175X (PRINTER NETWORK ADAPTER)	N/A	N/A
SUNPAK BATTERY CHARGER	N/A	N/A
SUNPAK BATTERY CHARGER	N/A	N/A
DURABRAND 1125 CASSETTE PLAYER	N/A	N/A

PAINTER SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

LAPTOPS	SERIAL	TAG
HP MT40	CNU411B4HV	2006795
HP MT40	CNU411B4Y0	N/A
HP MT40	CNU411B4GQ	2002815
HP MT40	CNU411B4QT	2002412
HP MT40	CNU411B499	2002817
HP MT40	CNU410B141	2006958
HP MT40	CNU411B4XM	2002770
HP MT40	CNU411B4H6	2008086
HP MT40	CNU411B4WZ	2008119
HP MT40	CNU411B4J4	2002838
HP MT40	CNU411B4Y5	2008113
HP MT40	CNU411B4J7	2002839
HP MT40	CNU411B4SF	2002383
HP MT40	CNU411B541	2002376
HP MT40	CNU411B51P	2002354
HP MT40	CNU411B50W	2008111
HP MT40	CNU411B57G	2002827
HP MT40	CNU411B4BX	2008090
HP MT40	CNU411B51W	2008103
HP MT40	CNU411B4ZB	2002766
HP MT40	CNU411B4RC	2002405
HP MT40	CNU411B4FX	2008097
HP MT40	CNU411B4RG	2008104
HP MT40	CNU411B492	2002825
HP MT40	CNU411B4N5	2002409
HP MT40	CNU411B4JR	2002844
HP MT40	CNU411B4N0	2002841
HP MT40	CNU411B538	2002439
HP MT40	CNU410B17N	N/A
HP MT40	CNU410B1R3	2006855
HP MT40	CNU410B29Y	2006939
HP MT40	CNU410B1JW	N/A
HP MT40	CNU410B13R	N/A
HP MT40	CNU410B0Z5	2006890
HP MT40	CNU410B2RZ	N/A
HP MT40	CNU410B27Q	N/A
HP MT40	CNU410B13F	2006999
HP MT40	CNU410B1MJ	2006835
HP MT40	CNU410B1H1	2006824
HP MT40	CNU410B1KG	N/A

HP MT40	CNU410B26C	2007012
HP MT40	CNU410B259	N/A
HP MT40	CNU410B16D	2007044
HP MT40	CNU410B1DC	2006881
HP MT40	CNU410B28Z	2006888
HP MT40	CNU411B4NJ	N/A
HP MT40	CNU410B169	2006848
HP MT40	CNU410B28C	2006887
HP MT40	CNU410B24G	2006937
HP MT40	CNU410B27T	2006879
HP MT40	CNU410B1K1	N/A
HP MT40	CNU350BGQB	2006161
HP MT40	CNU410B1K4	2006896
HP MT40	CNU410B1PT	2006814
HP MT40	CNU410B159	N/A
HP MT40	CNU410B26R	2007041
HP MT40	CNU410B2B2	2007032
HP MT40	CNU410B14K	2006928
HP MT40	CNU410B19T	2006801
HP MT40	CNU410B29L	2006852
HP MT40	CNU411B48S	2002826
HP MT40	CNU410B10G	2006806
HP MT40	CNU410B24F	2006846
HP MT40	CNU410B1LN	2006936
HP MT40	CNU344B4G9	2003544
HP MT40	CNU411B4RJ	2002414
HP MT40	CNU411B4TC	2008118
HP MT40	CNU411B52R	N/A
HP MT40	CNU411B50C	N/A
HP MT40	CNU411B4P1	2008106
HP MT40	CNU411B4KH	2002818
HP MT40	CNU411B49W	2002821
HP MT40	CNU411B52F	N/A
HP MT40	CNU411B4YV	N/A
HP MT40	CNU411B4QX	2002418
HP MT40	CNU411B4XQ	2002752
HP MT40	CNU411B4NN	2002403
HP MT40	CNU410B267	N/A
HP MT40	CNU344B5RQ	N/A
HP MT40	CNU411B4RL	2002781
HP MT40	CNU411B5LQ	2002358
HP MT40	CNU411B4T3	2002756
HP MT40	CNU411B4WK	2008122
HP MT40	CNU411B4GM	2008089

HP MT40	CNU411B4HN	N/A
HP MT40	CNU411B4S2	2002420
HP MT40	CNU411B501	2002361

SHEPPARD SURPLUS EQUIPMENT DISPOSAL
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LAPTOPS	SERIAL	TAG
HP MT41	5CG5191D9Q	N/A
HP MT41	5CG5191DT4	N/A
HP MT41	5CG519032P	N/A
HP MT41	5CG519031M	N/A
HP MT41	5CG5191D5Y	N/A
HP MT41	5CG5191DH8	N/A
HP MT41	5CG519035B	N/A
HP MT41	5CG5191DVP	N/A
HP MT41	5CG5191DVT	N/A
HP MT41	5CG5191D89	N/A
HP MT41	5CG5191FFX	N/A
HP MT41	5CG5191DRC	N/A
HP MT41	5CG5191DC8	N/A
HP MT41	5CG5191DLQ	N/A
HP MT41	5CG5191DTR	N/A
HP MT41	5CG5191D7W	N/A
HP MT41	5CG5191DJL	N/A
HP MT41	5CG5191DHR	N/A
HP MT41	5CG5191DMV	N/A
HP MT41	5CG519031Q	N/A
HP MT41	5CG5191DVF	N/A
HP MT41	5CG519035N	N/A
HP MT41	5CG5191FGT	N/A
HP MT41	5CG5190T9Z	N/A
HP MT41	5CG5191DCK	N/A
HP MT41	5CG5190TDR	N/A
HP MT41	5CG5191DDF	N/A
HP MT41	5CG5191D7J	N/A
HP MT40	CNU347BTSG	N/A
HP MT40	CNU347BSCK	N/A
HP MT40	CNU347BS0L	N/A
HP MT40	CNU347BSPV	N/A
HP MT40	CNU347BSZF	N/A
HP MT40	CNU347BS96	N/A
HP MT40	CNU350BGSF	N/A
HP MT40	CNU347BSCS	N/A
HP MT40	CNU347BTRB	N/A
HP MT40	CNU347BSCQ	N/A
HP MT40	CNU347BSWZ	N/A

HP MT40	CNU347BS4W	N/A
HP MT40	CNU347BTKK	N/A
HP MT40	CNU350BGZQ	N/A
HP MT40	CNU347BT53	N/A
HP MT40	CNU347BSKP	N/A
HP MT40	CNU347BT4J	N/A
HP MT40	CNU350DTY5	N/A
HP MT40	CNU347BTT8	N/A
HP MT40	CNU350BGYC	N/A
HP MT40	CNU347BS8C	N/A
HP MT40	CNU347BTMP	N/A
HP MT40	CNU347BT6K	N/A
HP MT40	CNU347BT5Y	N/A
HP MT40	CNU350BHC8	N/A
HP MT40	CNU347BSTS	N/A
HP MT40	CNU347BTL7	N/A
HP MT40	CNU3449WCT	N/A
HP MT40	CNU344B51Q	N/A
HP MT40	CNU347BSPP	N/A
HP MT40	CNU350BGZB	N/A
HP MT40	CNU347BS7R	N/A
HP MT40	CNU347BSXJ	N/A
HP MT40	CNU350BHBQ	N/A
HP MT40	CNU350CRMR	N/A
HP MT40	CNU350CSFY	N/A
HP MT40	CNU347BSPR	N/A
HP MT40	CNU347BT73	N/A
HP MT40	CNU350DV9Z	N/A
HP MT40	CNU347BTT5	N/A
HP MT40	CNU347BS2F	N/A
HP MT40	CNU347BT6H	N/A
HP MT40	CNU347BTVC	N/A
HP MT40	CNU350BGSG	N/A
HP MT40	CNU347BTKP	N/A
HP MT40	CNU350CSB2	N/A
HP MT40	CNU350CRXZ	N/A
HP MT40	CNU347BSXW	N/A
HP MT41	5CG5190T9T	N/A
HP MT41	5CG5190362	N/A
HP MT41	5CG5190361	N/A
HP MT41	5CG5190368	N/A
HP MT41	5CG519034F	N/A
HP MT41	5CG5191DR0	N/A
HP MT41	5CG5181T9Z	N/A

HP MT41	5CG5190332	N/A
HP MT41	5CG5181T9T	N/A
HP MT41	5CG5190TBK	N/A
HP MT41	5CG5190329	N/A
HP MT41	5CG5191DV6	N/A
HP MT41	5CG5191DC3	N/A
HP MT41	5CG5191DM7	N/A
HP MT41	5CG519034Y	N/A
HP MT41	5CG5191DMH	N/A
HP MT41	5CG519032H	N/A
HP MT41	5CG5191DFV	N/A
HP MT41	5CG519032S	N/A
HP MT41	5CG51903K4	N/A
HP MT41	5CG5190353	N/A
HP MT41	5CG519032C	N/A
HP MT41	5CG519034M	N/A
HP MT41	5CG519033D	N/A
HP MT41	5CG519035Y	N/A
HP MT41	5CG519035J	N/A
HP MT41	5CG5191DRL	N/A
HP MT41	5CG519036H	N/A
HP MT41	5CG519031X	N/A
HP MT41	5CG519035Q	N/A
HP MT41	5CG5190366	N/A
HP MT41	5CG5190TBQ	N/A
HP MT41	5CG5191DS9	N/A
HP MT41	5CG5191D8C	N/A
HP MT41	5CG5190355	N/A
HP MT40	CNU347BRZQ	N/A
HP MT40	CNU347BRZY	N/A
HP MT40	CNU347BTMB	N/A
HP MT40	CNU347BSXM	N/A
HP MT40	CNU347BT0Y	N/A
HP MT40	CNU347BTN6	N/A
HP MT40	CNU347BT63	N/A
HP MT40	CNU347BT87	N/A
HP MT40	CNU344B578	N/A
HP MT40	CNU347BT01	N/A
HP MT40	CNU347BSHM	N/A
HP MT40	CNU3449W7Q	N/A
HP MT40	CNU347BSF3	N/A
HP MT40	CNU347BSW1	N/A
HP MT40	CNU347BS4H	N/A
HP MT40	CNU347BTGX	N/A

HP MT40	CNU347BSDM	N/A
HP MT40	CNU347BSHG	N/A
HP MT40	CNU347BSHX	N/A
HP MT40	CNU347BTV4	N/A
HP MT40	CNU344B4RZ	N/A
HP MT40	CNU347BTSM	N/A
HP MT40	CNU347BTTG	N/A
HP MT40	CNU347BSTG	N/A
HP MT40	CNU347BS8G	N/A
HP MT40	CNU347BSVP	N/A
HP MT40	CNU347BT15	N/A
HP MT40	CNU347BTSS	N/A
HP MT40	CNU347BSKG	N/A
HP MT40	CNU347BSPX	N/A
HP MT40	CNU347BT9K	N/A
HP MT40	CNU347BT4H	N/A
HP MT40	CNU402B9TQ	N/A
HP MT40	CNU402B9TF	N/A
HP MT40	CNU402B9ZN	N/A
HP MT40	CNU402BB87	N/A
HP MT40	CNU402B9XZ	N/A
HP MT40	CNU402BB82	N/A
HP MT40	CNU402B94N	N/A
HP MT40	CNU402B91S	N/A
HP MT40	CNU402B99W	N/A
HP MT40	CNU402B9BN	N/A
HP MT40	CNU402B910	N/A
HP MT40	CNU402B9ZL	N/A
HP MT40	CNU402B8XB	N/A
HP MT40	CNU402B8RG	N/A
HP MT40	CNU402B9F7	N/A
HP MT40	CNU402B9GV	N/A
HP MT40	CNU402B8X1	N/A
HP MT40	CNU402B99K	N/A
HP MT40	CNU402BB80	N/A
HP MT40	CNU402BB8G	N/A
HP MT40	CNU402B96Q	N/A
HP MT40	CNU402B8X0	N/A
HP MT40	CNU402BB6T	N/A
HP MT40	CNU402B98V	N/A
HP MT40	CNU402B99G	N/A
HP MT40	CNU402B918	N/A
HP MT40	CNU402B8YP	N/A
HP MT40	CNU402B90R	N/A

HP MT40	CNU402B8X4	N/A
HP MT40	CNU402B8XD	N/A
HP MT40	CNU402BB2J	N/A
HP MT40	CNU402B9DW	N/A
HP MT40	CNU402B9GH	N/A
HP MT40	CNU402BB7J	N/A
HP MT40	CNU402B9XW	N/A
HP MT40	CNU347BTS5	N/A
HP MT40	CNU402BB1K	N/A
HP MT40	CNU347BTVR	N/A
HP MT40	CNU402B9QB	N/A
HP MT40	CNU402BB0Y	N/A
HP MT40	CNU402B9WQ	N/A
HP MT40	CNU402BB2S	N/A
HP MT40	CNU402B96X	N/A
HP MT40	CNU402BB78	N/A
HP MT40	CNU344B4M7	N/A
HP MT40	CNU402B9FC	N/A
HP MT40	CNU402B95H	N/A
HP MT40	CNU344B5PG	N/A
HP MT40	CNU402BB5C	N/A
HP MT40	CNU402B91H	N/A
HP MT40	CNU402B96T	N/A
HP MT40	CNU402B9F1	N/A
HP MT40	CNU402BB97	N/A
HP MT40	CNU402BB25	N/A
HP MT40	CNU402B9QJ	N/A
HP MT40	CNU402B90J	N/A
HP MT40	CNU402BB6N	N/A
HP MT40	CNU402BB5M	N/A
HP MT40	CNU402BB1N	N/A
HP MT40	CNU402B916	N/A
HP MT40	CNU402B9R8	N/A
HP MT40	CNU402B9CV	N/A
HP MT40	CNU402B9BW	N/A
HP MT40	CNU350DV5J	N/A
HP MT40	CNU402B956	N/A
HP MT40	CNU350DVXW	N/A
HP MT40	CNU402BB7N	N/A
HP MT40	CNU402B976	N/A
HP MT40	CNU344B5LH	N/A
HP MT40	CNU347BSDJ	N/A
HP MT40	CNU350BG31	N/A
HP MT40	CNU347BT0P	N/A

HP MT40	CNU347BSSV	N/A
HP MT40	CNU347BSCT	N/A
HP MT40	CNU347BT0R	N/A
HP MT40	CNU350DVFD	N/A
HP MT40	CNU350DV64	N/A
HP MT40	CNU347BS9L	N/A
HP MT40	CNU344B497	N/A
HP MT40	CNU347BS5Z	N/A
HP MT40	CNU350CRQC	N/A
HP MT40	CNU347BT61	N/A
HP MT40	CNU347BSJY	N/A
HP MT40	CNU350CRJM	N/A
HP MT40	CNU347BSGL	N/A
HP MT40	CNU350CRNW	N/A
HP MT40	CNU347BSMJ	N/A
HP MT40	CNU347BT75	N/A
HP MT40	CNU347BSFM	N/A
HP MT40	CNU347BT5L	N/A
HP MT40	CNU347BT58	N/A
HP MT40	CNU344B5TM	N/A
HP MT40	CNU347BSDF	N/A
HP MT40	CNU347BT74	N/A
HP MT40	CNU347BS9D	N/A
HP MT40	CNU347BS7F	N/A
HP MT40	CNU347BSMC	N/A
HP MT40	CNU347BT8G	N/A
HP MT40	CNU344B7ZX	N/A
HP MT40	CNU350BGFZ	N/A
HP MT40	CNU347BTGR	N/A
HP MT40	CNU347BTJY	N/A
HP MT40	CNU347BT9M	N/A
HP MT40	CNU347BS75	N/A

MATHSON SURPLUS EQUIPMENT DISPOSAL
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DEVICES	SERIAL	TAG
DELL OPTIPLEX 745	6QW2JD1	12949
DELL OPTIPLEX GX270	C7GZ851	10239
DELL OPTIPLEX GX260	19NCW21	8271
DELL OPTIPLEX GX260	BVGZV21	8224
DELL OPTIPLEX GX260	5MGZV21	8171
DELL OPTIPLEX GX260	F9HZV21	8190
DELL OPTIPLEX GX260	8MGZV21	8138
DELL OPTIPLEX GX520	CPD4SC1	12381
HP LASERJET 2300N	CNBFD27779	9448
HP LASERJET 1320N	CNDC5162J1	N/A
HP LASERJET 2015DN	CNBJN16006	N/A
HP JETDIRECT 300X	SG10843049	N/A
HP ZERO CLIENT T310	2TG306395	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
LAPTOPS	**SERIAL**	**TAG**
HP MT40	CNU350BGF7	N/A
HP MT41	CNU347BSV6	N/A
HP MT41	5CG4342P36	N/A
HP MT41	5CG4342NYL	N/A
HP MT41	5CG4342NZC	N/A
HP MT41	5CG4342NXR	N/A
HP MT41	5CG4342NV1	N/A
HP MT41	5CG4342NZ3	N/A
HP MT41	5CG4342NXM	N/A
HP MT41	5CG4342NYJ	N/A
HP MT41	5CG4342NZP	N/A
DELL E5400	63QMQN1	16279
ACER C740	NXEF2AA00252802C3E7600	N/A
ACER C740	NXEF2AA00252802BFD7600	N/A
ACER C740	NXEF2AA00252802CF47600	N/A
ACER C740	NXEF2AA00252802BEE7600	N/A
ACER C740	NXEF2AA00252802CDE7600	N/A

ACER C740	NXEF2AA00252802C127600	N/A
ACER C740	NXEF2AA00252802C2D7600	N/A
ACER C740	NXEF2AA00252802BEF7600	N/A
ACER C740	NXEF2AA00252802C227600	N/A
ACER C740	NXEF2AA00252802BED7600	N/A
ACER C740	NXEF2AA00252802C0C7600	N/A
ACER C740	NXEF2AA00252802B7C7600	N/A
ACER C740	NXEF2AA00252802C277600	N/A
ACER C730	NXGC1AA002634139E77600	N/A
ACER C731	NXGM8AA001809155377600	N/A
ACER C731	NXGM8AA001751017007600	N/A
ACER C731	NXGM8AA001751043C87600	N/A
ACER C731	NXGM8AA001809155AC7600	N/A
ACER C731	NXGM8AA001809127477600	N/A
ACER C731	NXGM8AA001809155047600	N/A
ACER C731	NXGM8AA00684902C677600	N/A
DELL D520	4T2JYC1	12655
DEL D500	2JB0341	9260
DEL D500	GPB0341	9254
DEL D500	4HB0341	9267
DELL D520	GX2JYC1	12663
DELL D520	BS48YC1	12628
DELL D520	CLRT7G1	14417
HP MT40	CNU350BH99	N/A
HP MT40	CNU347BSKR	N/A
HP MT40	CNU350BGNN	N/A
HP MT40	CNU347BS4B	N/A
HP MT40	CNU350BH9Q	N/A
HP MT40	CNU347BTWB	N/A
HP MT40	CNU347BSQY	N/A
HP MT40	CNU347BT8N	N/A
HP MT40	CNU347BS2V	N/A
HP MT40	CNU347BST3	N/A
HP MT40	CNU350BGDR	N/A
HP MT40	CNU350BH0N	N/A
HP MT40	CNU347BSTN	N/A
HP MT40	CNU347BT6M	N/A
HP MT40	CNU347BSJ1	N/A
HP MT40	CNU350BH96	N/A
HP MT40	CNU347BSYC	N/A
HP MT40	CNU347BRZH	N/A
HP MT40	CNU350BH15	N/A
HP MT40	CNU347BSJP	N/A
HP MT40	CNU350BGK5	N/A

HP MT40	CNU347BSTJ	N/A
HP MT40	CNU347BTS2	N/A
HP MT40	CNU350BHBL	N/A
HP MT40	CNU350BGB2	N/A
HP MT40	CNU347BT6D	N/A
HP MT40	CNU347BT5J	N/A
HP MT40	CNU347BRZ6	N/A
HP MT40	CNU347BT8K	N/A
HP MT40	CNU347BS68	N/A
HP MT40	CNU350BGCK	N/A
HP MT40	CNU350BH9F	N/A
HP MT41	5CG4342P0M	N/A
HP MT41	5CG4342NZ7	N/A
HP MT41	5CG4342NTT	N/A
HP MT40	CNU344B507	N/A
HP MT40	CNU347BTTR	N/A
HP MT40	CNU344B506	N/A
HP MT40	CNU350BGBD	N/A
HP MT40	CNU347BTN0	N/A
HP MT40	CNU350BH93	N/A
HP MT40	CNU350BGYJ	N/A
HP MT40	CNU347BSLR	N/A
HP MT40	CNU347BSSP	N/A
HP MT40	CNU347BS0S	N/A
HP MT41	5CG4342P30	N/A
DELL LATITDUE 5400	CDQZYJ1	15964
DELL LATITDUE 5400	N/A	16213
DELL LATITDUE 5400	8DQZYJ1	15981
DELL LATITDUE 5400	7WM46N1	16234
DELL LATITDUE 5400	C4QMQN1	16311
DELL LATITDUE 5400	N/A	16237
DELL LATITDUE 5400	N/A	16233
DELL LATITDUE 5400	H3QMQN1	16274
DELL LATITDUE 5400	5BQZYJ1	16027
HP MT40	CNU350BHC5	N/A
HP MT40	CNU350BGH7	N/A
HP MT40	CNU350BG1D	N/A
HP MT40	CNU350BGWX	N/A
HP MT40	CNU350BG36	N/A
HP MT41	5CG4342P34	N/A
HP MT41	5CG4342NZY	N/A
HP MT41	5CG4342NY9	N/A
HP MT41	5CG4342P1L	N/A
HP MT41	5CG4342NYH	N/A

HP MT41	5CG4342NSS	N/A
HP MT41	5CG4342NV4	N/A
HP MT41	5CG4342NTG	N/A
HP MT41	5CG4342P0B	N/A
HP MT41	5CG4342NT1	N/A
HP MT41	5CG4342NZ2	N/A
HP MT41	5CG4342P03	N/A
HP MT41	5CG4342NZS	N/A
HP MT41	5CG4342NXC	N/A
HP MT41	5CG4342NTX	N/A
HP MT41	5CG4342P01	N/A
HP MT41	5CG4342NXD	N/A
HP MT41	5CG4342NX4	N/A
HP MT41	5CG4342NY8	N/A
HP MT41	5CG4342NZQ	N/A
HP MT41	5CG4342NXZ	N/A
HP MT41	5CG4342P1W	N/A
HP MT41	5CG4342P3D	N/A
HP MT41	5CG4342NY4	N/A
HP MT41	5CG4342P0P	N/A
HP MT41	5CG4342P1H	N/A
HP MT40	CNU347BSPM	N/A
HP MT40	CNU350BGTD	N/A
HP MT40	CNU350BGC3	N/A
HP MT40	CNU350BGS6	N/A
HP MT41	CNU347BTM6	N/A
HP MT41	CNU350BGCF	N/A
HP MT41	CNU350BHBV	N/A
HP MT41	CNU347BT93	N/A
HP MT41	5CG4342NZB	N/A
HP MT41	5CG4342NXL	N/A
HP MT41	5CG4342NYY	N/A
HP MT41	5CG4342P1C	N/A
HP MT41	5CG4342P2P	N/A
HP MT41	5CG4342P3G	N/A
HP MT41	5CG4342NVN	N/A
HP MT41	5CG4342P00	N/A
HP MT40	CNU350BGLW	N/A
HP MT40	CNU350BGWT	N/A
HP MT41	5CG4342NVG	N/A
HP MT41	5CG4342P18	N/A
HP MT41	5CG4342NZ6	N/A
HP MT41	5CG4342P24	N/A
HP MT41	5CG4342NWV	N/A

HP MT41	5CG4342NYQ	N/A
HP MT41	5CG4342NX1	N/A
HP MT41	5CG4342P1D	N/A
HP MT41	5CG4341R5T	N/A
HP MT41	5CG4342NWZ	N/A
HP MT41	5CG4342P0K	N/A
HP MT41	5CG4342NTN	N/A
HP MT41	5CG4342P0G	N/A
HP MT41	5CG4342NYC	N/A
HP MT41	5CG4342NYG	N/A
HP MT41	5CG4342P38	N/A
HP MT41	5CG4342P0W	N/A
HP MT41	5CG4342P3B	N/A
HP MT41	5CG4342P08	N/A
HP MT41	5CG4342NZM	N/A
HP MT41	5CG4342P05	N/A
HP MT41	5CG4342NZW	N/A
HP MT41	5CG4342NV6	N/A
HP MT41	5CG4342P25	N/A
HP MT41	5CG4342NX6	N/A
HP MT41	5CG4342P2C	N/A
HP MT41	5CG4342P2B	N/A
HP MT41	5CG4342NYW	N/A
HP MT41	5CG4342NVD	N/A
HP MT41	5CG4342NYS	N/A
HP MT41	5CG4342P39	N/A
HP MT41	5CG4342P19	N/A
HP MT41	5CG4342NV0	N/A
HP MT41	5CG4342P0J	N/A
HP MT41	5CG4342NZK	N/A
HP MT41	5CG4342P0C	N/A
HP MT41	5CG4342P16	N/A
HP MT40	CNU350CSG6	N/A
HP MT40	CNU350CRS3	N/A
HP MT40	CNU350BH9M	N/A
HP MT40	CNU350BHBT	N/A
HP MT40	CNU344B4CM	N/A
HP MT40	CNU347BS55	N/A
HP MT40	CNU350BG2L	N/A
HP MT40	CNU344BRQW	N/A
HP MT40	CNU350BH19	N/A
HP MT40	CNU350BH98	N/A
HP MT40	CNU350BGMF	N/A
HP MT40	CNU347BSPZ	N/A

HP MT40	CNU350BG20	N/A
HP MT40	CNU350BGGJ	N/A
HP MT40	CNU350BGBL	N/A
HP MT40	CNU344B58L	N/A
HP MT40	CNU350CRRK	N/A
HP MT40	CNU350BG83	N/A
HP MT40	CNU344B4F8	N/A
HP MT40	CNU350BG4N	N/A
HP MT40	CNU350BGHP	N/A
HP MT40	CNU347BSZ1	N/A
HP MT40	CNU350BGYP	N/A
HP MT40	CNU347BSB9	N/A
HP MT40	CNU347BTNT	N/A
HP MT40	CNU350BH07	N/A
HP MT40	CNU347BSJK	N/A
HP MT40	CNU350BG4W	N/A
HP MT40	CNU350BGDJ	N/A
HP MT40	CNU350BG5J	N/A
HP MT40	CNU347BSFT	N/A
HP MT40	CNU350BHBN	N/A
HP MT40	CNU350BH8W	N/A
HP MT40	CNU350BGCS	N/A
HP MT40	CNU350BGJX	N/A
HP MT40	CNU3449W0Z	N/A
HP MT40	CNU350BGKG	N/A
HP MT40	CNU350BGHZ	N/A
HP MT40	CNU347BSP5	N/A
HP MT40	CNU350BGSL	N/A
HP MT40	CNU350BGHX	N/A
HP MT40	CNU350BGJV	N/A
HP MT40	CNU344B5HT	N/A
HP MT40	CNU350BGJ0	N/A
HP MT40	CNU350BGQZ	N/A
HP MT40	CNU347BT6C	N/A
HP MT40	CNU350BG53	N/A
HP MT40	CNU350BGXG	N/A
HP MT40	CNU344B4S7	N/A
HP MT40	CNU350BHBH	N/A
HP MT40	CNU350CSQX	N/A
HP MT40	CNU350BGVV	N/A
HP MT40	CNU350BG6B	N/A
HP MT40	CNU350BG10	N/A
HP MT40	CNU350DV9R	N/A
HP MT40	CNU344B80G	N/A

HP MT40	CNU350BH9J	N/A
HP MT40	CNU344B4H8	N/A
HP MT40	CNU350BGSD	N/A
HP MT40	CNU350BHC1	N/A
HP MT40	CNU3449W2M	N/A
HP MT40	CNU350BGV0	N/A
HP MT40	CNU344B4RB	N/A
HP MT40	CNU350CSCS	N/A
HP MT41	5CG4342P0R	N/A
HP MT41	5CG4342P0T	N/A
HP MT41	5CG4342NT3	N/A
HP MT41	5CG4342P2N	N/A
HP MT41	5CG4342NV9	N/A
HP MT41	5CG4342NZ4	N/A
HP MT41	5CG4342P1K	N/A
HP MT41	5CG4342NTD	N/A
HP MT41	5CG4342NXS	N/A
HP MT41	5CG4342NT5	N/A
HP MT41	5CG4342P2H	N/A
HP MT41	5CG4342NYM	N/A
HP MT41	5CG4342PQV	N/A
HP MT41	5CG4342NYP	N/A
HP MT41	5CG4342NY6	N/A
HP MT41	5CG4342NTS	N/A
HP MT41	5CG4342P26	N/A
HP MT41	5CG4342NVS	N/A
HP MT41	5CG4342NT8	N/A
HP MT41	5CG4342NYF	N/A
HP MT41	5CG4342NXF	N/A
HP MT41	5CG4342NZR	N/A
HP MT41	5CG4342P2Q	N/A
HP MT41	5CG4342NVJ	N/A
HP MT41	5CG4342NZ8	N/A
HP MT41	5CG4342NTL	N/A
HP MT41	5CG4342P3C	N/A
HP MT40	CNU350BGJB	N/A
HP MT40	CNU350BG8F	N/A
HP MT40	CNU350BGYH	N/A
HP MT40	CNU347BT6W	N/A
HP MT40	CNU350BGN2	N/A
HP MT40	CNU350BGVZ	N/A
HP MT40	CNU350BH8Y	N/A
HP MT40	CNU350BGB5	N/A
HP MT40	CNU350BGNF	N/A

HP MT40	CNU347BST5	N/A
HP MT40	CNU347BST5	N/A
HP MT40	CNU350BGFH	N/A
HP MT40	CNU350BGNX	N/A
HP MT40	CNU350BG8M	N/A
HP MT40	CNU350BHB6	N/A
HP MT40	CNU350BGS1	N/A
HP MT40	CNU350BGVG	N/A
HP MT40	CNU350BGYX	N/A
HP MT40	CNU350BGDT	N/A
HP MT40	CNU347BS1Q	N/A
HP MT40	CNU350BGK0	N/A
HP MT40	CNU350BGYL	N/A
HP MT40	CNU350BGC7	N/A
HP MT40	CNU350BGH3	N/A
HP MT40	CNU350BG99	N/A
HP MT40	CNU344B5JL	N/A
HP MT40	CNU344B5BB	N/A
HP MT40	CNU350BHBS	N/A
HP MT40	CNU350BGHG	N/A
HP MT40	CNU350BGXZ	N/A
HP MT40	CNU350BGMN	N/A
HP MT40	CNU3449VRN	N/A
HP MT40	CNU344B4XP	N/A
HP MT40	CNU350BH9Y	N/A
HP MT40	CNU347BSRZ	N/A
HP MT40	CNU347BSLL	N/A
HP MT40	CNU350BGZF	N/A

LYNDALE SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

DEVICE	SERIAL	TAG
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
14" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
HUNT CORP PENCIL SHARPENER MODEL	N/A	N/A
COMMUNITY LOUDSPEAKER CPL23T	C116873	N/A
COMMUNITY LOUDSPEAKER CPL23T	C115448	N/A
DELL 2330DN	CB46SG1	N/A
HP COLOR LASERJET 2605DN	CNGC71K418	N/A
HP LASERJET 4000N	USEF152389	4812
HP DESKJET 970CXI	N/A	N/A
LAPTOPS	**SERIAL**	**TAG**
HP MT40	CNU344B839	N/A
HP MT40	CNU3449VS4	N/A
HP MT40	CNU3449W0Y	N/A
HP MT40	CNU344B525	N/A
HP MT40	CNU4049NJF	N/A
HP MT40	CNU344B45S	N/A
HP MT40	CNU344B48V	N/A
HP MT40	CNU402C5T3	N/A
HP MT40	CNU4039PW7	N/A
HP MT40	CNU402C60V	N/A
HP MT40	CNU402C5KT	N/A
HP MT40	CNU402C5V9	N/A

HP MT40	CNU402C6GY	N/A
HP MT40	CNU402C6LP	N/A
HP MT40	CNU402C5S3	N/A
HP MT40	CNU402C6GW	N/A
HP MT40	CNU402C51D	N/A
HP MT40	CNU402C571	N/A
HP MT40	CNU402C68S	N/A
HP MT40	CNU4039QD1	N/A
HP MT40	CNU402C6DH	N/A
HP MT40	CNU402C5JF	N/A
HP MT40	CNU3449WBW	N/A
HP MT40	CNU344B5G9	N/A
HP MT40	CNU402C60H	N/A
HP MT40	CNU344B5JR	N/A
HP MT40	CNU344B5N5	N/A
HP MT40	CNU344B8C3	N/A
HP MT40	CNU344B8C8	N/A
HP MT40	CNU4039PNX	N/A
HP MT40	CNU344B4K6	N/A
HP MT40	CNU344B4BV	N/A
HP MT40	CNU402C6H0	N/A
HP MT40	CNU4039QCX	N/A
HP MT40	CNU402C6J3	N/A
HP MT40	CNU402C6JR	N/A
HP MT40	CNU402C5WM	N/A
HP MT40	CNU402C4SQ	N/A
HP MT40	CNU402C5QW	N/A
HP MT40	CNU402C4VB	N/A
HP MT40	CNU402C534	N/A
HP MT40	CNU402C5VD	N/A
HP MT40	CNU402C4T1	N/A
HP MT40	CNU402C74Z	N/A
HP MT40	CNU402C58H	N/A
HP MT40	CNU344BRQK	N/A
HP MT40	CNU402C60C	N/A
HP MT40	CNU402C6GH	N/A
HP MT40	CNU4039PRC	N/A
HP MT40	CNU402C62F	N/A
HP MT40	CNU402C66K	N/A
HP MT40	CNU402C5TZ	N/A
HP MT40	CNU4049P09	N/A
HP MT40	CNU4049N67	N/A
HP MT40	CNU402C5QR	N/A
HP MT40	CNU402C50W	N/A

HP MT40	CNU4039QCW	N/A
HP MT40	CNU3449VSY	N/A
HP MT40	CNU4039PSL	N/A
HP MT40	CNU402C6GM	N/A
HP MT40	CNU402C4WW	N/A
HP MT40	CNU402C61B	N/A
HP MT40	CNU4039PQ7	N/A
HP MT40	CNU4049N4M	N/A
HP MT40	CNU402C5XF	N/A
HP MT40	CNU402C58T	N/A
HP MT40	CNU344B4B1	N/A
HP MT40	CNU4039PZL	N/A
HP MT40	CNU344B48X	N/A
HP MT40	CNU402C631	N/A
HP MT40	CNU344B51L	N/A
HP MT40	CNU402C58W	N/A
HP MT40	CNU402C58Q	N/A
HP MT40	CNU402C52F	N/A
HP MT40	CNU402C56X	N/A
HP MT40	CNU402C67P	N/A
HP MT40	CNU402C65G	N/A
HP MT40	CNU4039PVG	N/A
HP MT40	CNU344B5C6	N/A
HP MT40	CNU344B83K	N/A
HP MT40	CNU402C6GF	N/A
HP MT40	CNU344C173	N/A
HP MT40	CNU344B47Y	N/A
HP MT40	CNU402C5ZC	N/A
HP MT40	CNU402C4WK	N/A
HP MT40	CNU402C6K9	N/A
HP MT40	CNU402C4ZN	N/A
HP MT40	CNU402C63B	N/A
HP MT40	CNU402C6Y4	N/A
HP MT40	CNU402C5QK	N/A
HP MT40	CNU402C64Z	N/A
HP MT40	CNU402C5GG	N/A
HP MT40	CNU402C6FT	N/A
HP MT40	CNU402C628	N/A
HP MT40	CNU3449VV6	N/A
HP MT40	CNU344B5B3	N/A
HP MT40	CNU3449VRJ	N/A
HP MT40	CNU344B5MK	N/A
HP MT40	CNU3449VQB	N/A
HP MT40	CNU402C6FP	N/A

HP MT40	CNU402C6JW	N/A
HP MT40	CNU402C5ML	N/A
HP MT40	CNU402C6J6	N/A
HP MT40	CNU402C5GM	N/A
HP MT40	CNU402C627	N/A
HP MT40	CNU344B47S	N/A

GEORGE SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

DEVICE	**SERIAL**	**TAG**
DELL OPTIPLEX 755	JHRHZF1	14014
LAPTOPS	**SERIAL**	**TAG**
HP MT41	5CG5062D4Y	N/A
HP MT40	CNU3199YJY	N/A
HP MT40	CNU350DTZ7	N/A
HP MT40	CNU350BG40	N/A
HP MT40	CNU3199Y9H	N/A
HP MT40	CNU350CRR0	N/A
ACER C731	NXGM8AA001809128887600	N/A
ACER C731	NXGM8AA001809128D57600	N/A
ACER C731	NXGM8AA0018091555A7600	N/A
ACER C731	NXGM8AA001812128317600	N/A
ACER C740	NXEF2AA00255201AE77600	N/A

RENAISSANCE AT MATHSON SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/2131-20/21

DEVICES	SERIAL	TAG
14" MONITOR	N\A	N\A
14" MONITOR	N\A	N\A
17" MONITOR	N\A	N\A
DELL OPTIPLEX GX260	H9NCW21	8248
DELL OPTIPLEX GX260	HVGZV21	8189
DELL OPTIPLEX GX520	G3HMBC1	12141
DELL OPTIPLEX 760	8HWT5J1	15139
DELL OPTIPLEX 760	8HWQ5J1	15133

MEYER SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

LAPTOPS	SERIAL	TAG
HP MT40	CNU350DRG6	N/A
HP MT40	CNU402C5DC	N/A
HP MT40	CNU4039PT0	N/A
HP MT40	CNU402C5FZ	N/A
HP MT40	CNU344B5K9	N/A
HP MT40	CNU402C5PS	N/A
HP MT40	CNU350DRVN	N/A
HP MT40	CNU350DS0S	N/A
HP MT40	CNU350CSG0	N/A
HP MT40	CNU4049NXZ	N/A
HP MT40	CNU402C5GC	N/A
HP MT40	CNU344B4Y6	N/A
HP MT40	CNU350DR96	N/A
HP MT40	CNU4039PKC	N/A
HP MT40	CNU402C5NT	N/A
HP MT40	CNU402C5Y0	N/A
HP MT40	CNU402C4X8	N/A
HP MT40	CNU350DS8B	N/A
HP MT40	CNU402C5FX	N/A
HP MT40	CNU350DW0M	N/A
HP MT40	CNU4039Q0C	N/A
HP MT40	CNU402C58Z	N/A
HP MT40	CNU411B4XL	N/A
HP MT40	CNU402C5D1	N/A
HP MT40	CNU350DR8P	N/A
HP MT40	CNU350DRGP	N/A
HP MT40	CNU350DRYX	N/A
HP MT40	CNU402C4Y1	N/A
HP MT40	CNU350DS6K	N/A
HP MT40	CNU411B4WJ	N/A
HP MT40	CNU411B49R	N/A
HP MT40	CNU411B4B7	N/A
HP MT40	CNU411B52H	N/A
HP MT40	CNU411B4BD	N/A
HP MT40	CNU411B4JH	N/A
HP MT40	CNU411B4YY	N/A
HP MT40	CNU411B525	N/A
HP MT40	CNU411B4WS	N/A
HP MT40	CNU411B54G	N/A

HP MT40	CNU411B4N2	N/A
HP MT40	CNU411B4SH	N/A
HP MT40	CNU411B4C3	N/A
HP MT40	CNU411B4QB	N/A
HP MT40	CNU411B4YC	N/A
HP MT40	CNU411B4S0	N/A
HP MT40	CNU411B51B	N/A
HP MT40	CNU411B4XG	N/A
HP MT40	CNU411B4JZ	N/A
HP MT40	CNU411B545	N/A
HP MT40	CNU344BRJF	N/A
HP MT40	CNU411B4MP	N/A
HP MT40	CNU411B49M	N/A
HP MT40	CNU411B4BS	N/A
HP MT40	CNU411B49Y	N/A
HP MT40	CNU411B4FS	N/A
HP MT40	CNU411B4KY	N/A
HP MT40	CNU411B4DH	N/A
HP MT40	CNU411B4G1	N/A
HP MT40	CNU411B508	N/A
HP MT40	CNU411B4CT	N/A
HP MT40	CNU411B4XH	N/A
HP MT40	CNU411B4JP	N/A
HP MT40	CNU411B51G	N/A
HP MT40	CNU402C5TY	N/A
HP MT40	CNU411B4L2	N/A
HP MT40	CNU411B4Z6	N/A
HP MT40	CNU411B4JM	N/A
HP MT40	CNU411B4RH	N/A
HP MT40	CNU411B4DQ	N/A
HP MT40	CNU411B4S9	N/A
HP MT40	CNU411B4R7	N/A
HP MT40	CNU411B4SD	N/A
HP MT40	CNU411B4LC	N/A
HP MT40	CNU411B4D3	N/A
HP MT40	CNU411B4Q7	N/A
HP MT40	CNU411B4SP	N/A
HP MT40	CNU350DR8C	N/A
HP MT40	CNU411B4BL	N/A
HP MT40	CNU411B53Q	N/A
HP MT40	CNU411B513	N/A
HP MT40	CNU411B542	N/A
HP MT40	CNU411B4P5	N/A
HP MT40	CNU411B52P	N/A

HP MT40	CNU411B4PZ	N/A
HP MT40	CNU411B4SQ	N/A
HP MT40	CNU411B4G4	N/A
HP MT40	CNU411B4P9	N/A
HP MT40	CNU411B4R2	N/A
HP MT40	CNU411B4MB	N/A
HP MT40	CNU411B4XX	N/A
HP MT40	CNU411B4H3	N/A
HP MT40	CNU411B4B1	N/A
HP MT40	CNU411B4PN	N/A
HP MT40	CNU411B49H	N/A
HP MT40	CNU411B4HP	N/A
HP MT40	CNU350DS4Y	N/A
HP MT40	CNU350DS1H	N/A
HP MT40	CNU402C5MW	N/A
HP MT40	CNU350DRTQ	N/A
HP MT40	CNU402C58G	N/A
HP MT40	CNU402C5F0	N/A
HP MT40	CNU350DRV0	N/A
HP MT40	CNU402C58M	N/A
HP MT40	CNU402C4YF	N/A
HP MT40	CNU350DVBY	N/A
HP MT40	CNU402C55N	N/A
HP MT40	CNU350DS1V	N/A
HP MT40	CNU402C537	N/A
HP MT40	CNU402C55K	N/A

SAN ANTONIO SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

LAPTOPS	SERIAL	TAG
HP MT40	CNU410B25N	N/A
HP MT40	CNU3449VSP	N/A
HP MT40	CNU410B2GJ	N/A
HP MT40	CNU410B2CD	N/A
HP MT40	CNU410B27Z	N/A
HP MT40	CNU410B1K8	N/A
HP MT40	CNU3449WF4	N/A
HP MT40	CNU410B1N2	N/A
HP MT40	CNU344B4BK	N/A
HP MT40	CNU410B28W	N/A
HP MT40	CNU410B2DL	N/A
HP MT40	CNU410B26M	N/A
HP MT40	CNU410B1QQ	N/A
HP MT40	CNU410B15B	N/A
HP MT40	CNU410B275	N/A
HP MT40	CNU410B162	N/A
HP MT40	CNU410B103	N/A
HP MT40	CNU344B5RP	N/A
HP MT40	CNU410B2C5	N/A
HP MT40	CNU410B16K	N/A
HP MT40	CNU410B18H	N/A
HP MT40	CNU410B1S0	N/A
HP MT40	CNU410B18C	N/A
HP MT40	CNU4039PP1	N/A
HP MT40	CNU402C4Z8	N/A
HP MT40	CNU402C4W7	N/A
HP MT40	CNU4049NCZ	N/A
HP MT40	CNU410B1BM	N/A
HP MT40	CNU3449W5G	N/A
HP MT40	CNU410B2CS	N/A
HP MT40	CNU410B28M	N/A
HP MT40	CNU410B1HF	N/A
HP MT40	CNU410B26G	N/A
HP MT40	CNU410B1NM	N/A
HP MT40	CNU4039PNT	N/A
HP MT40	CNU402C56M	N/A
HP MT40	CNU344B82Y	N/A
HP MT40	CNU4049P0V	N/A
HP MT40	CNU4049NMW	N/A

HP MT40	CNU402C5SF	N/A
HP MT40	CNU410B17F	N/A
HP MT40	CNU410B1HR	N/A
HP MT40	CNU3449VV0	N/A
HP MT40	CNU4039PQ2	N/A
HP MT40	CNU4049NJK	N/A
HP MT40	CNU402C6MF	N/A
HP MT40	CNU4039QCY	N/A
HP MT40	CNU4039PYV	N/A
HP MT40	CNU402C5HL	N/A
HP MT40	CNU402C4VY	N/A
HP MT40	CNU402C5JJ	N/A
HP MT40	CNU402C6G5	N/A
HP MT40	CNU4039PRN	N/A
HP MT40	CNU344BRQ8	N/A
HP MT40	CNU402C5R5	N/A
HP MT40	CNU4039PVV	N/A
HP MT40	CNU4049NLY	N/A
HP MT40	CNU344B5MJ	N/A
HP MT40	CNU4039PQ6	N/A
HP MT40	CNU410B16N	N/A
HP MT40	CNU410B1RH	N/A
HP MT40	CNU4049NDS	N/A
HP MT40	CNU4049P1D	N/A
HP MT40	CNU402C578	N/A
HP MT40	CNU4039PZN	N/A
HP MT40	CNU344B86V	N/A
HP MT40	CNU402C51W	N/A
HP MT40	CNU4039QD5	N/A
HP MT40	CNU4049N1X	N/A
HP MT41	5CG5211N09	N/A
HP MT41	5CG44511CX	N/A
HP MT41	5CG43641PZ	N/A

CNS DEPARTMENT SURPLUS EQUIPMENT DISPOSAL
DATE: February 11, 2021
Resolution# 31-20/21

DEVICES	SERIAL	TAG
MILK BOX BAVERAGE-AIR MODEL# STF58-W	7109398	N\A

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING(S)**

Staff Analysis:
The District has received the following Memorandums of Understandings as summarized on the sheet dated February 11, 2021.

Recommendation:
Staff recommends acceptance of these memorandums of understandings.

Prepared by:: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: February 11, 2021

Recommend Approval

Regular Board Meeting

9 11

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
February 11, 2021 Board Meeting

MEMORANDUMS OF UNDERSTANDINGS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Fischer M.S George Kleidon	02/15/21- 04/30/21	Santa Clara Office of Education	No Cost	The purpose of our partnership is to increase the skill set of students to use technology effectively while experiencing a Global Education through engagement in Project Based Learning, Science Technology Engineering Mathematics and Language Development. Fischer students will collaborate with students from Canadian International School. This will be a virtual experience for our students. Funding: N/A
Human Resources Carlos Moran	07/01/21- 06/30/22	Teach for America	$30,000.00 NTE	Participating District Intern Agreement. Teach for America will use its reasonable efforts to provide the number of teacher candidates for employment with the District. Funding: General
Superintendent Dr. Hilaria Bauer	01/01/21- 09/30/21	Santa Clara County of Education	No Cost	Glen Price Group proposes to establish project management structures and processes through the SCCOE which will include the creation of a Core Planning Team (CPT). Funding: N/A

DocuSign Envelope ID: 4F75D4D8-BE16-4217-9848-D015621B428C

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Fischer Middle School (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: George Kleidon

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

   Name of Individual/Company: Santa Clara Office of Education

   Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

   Phone: 408.) 453-6825 Email Address: ywan@sccoe.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 2/15/2021 end date 04/30/2021

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:

   The purpose of our partnership is to increase the skill set of students to use technology effectively while experiencing a Global Education through engagement in Project Based Learning, Science Technology Engineering Mathematics, and lanaguage development. Fischer students will collaborate with students from Canadian International School

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) This wll be a virtual experience for our students

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Santa Clara County Office of Education

Alum Rock Union School District, Canadian International School, Silicon Valley Education Foundation, and Santa Clara County Office of Education

Memorandum of Understanding

January 4, 2021

This is a memorandum of understanding among Alum Rock Union School District (ARUSD), Canadian International School (CIS) in Singapore, Silicon Valley Education Foundation (SVeF) and the Santa Clara County Office of Education (SCCOE) between February 15, 2021 and April 30, 2021. The goal of this document is to **SUMMARIZE the AGREEMENT** regarding the partnership among ARUSD, CIS, SVeF and SCCOE for the purpose of increasing the skill set of students to use technology effectively while experiencing Global Education through engagement in Project Based Learning (PBL), Science Technology Engineering Mathematics (STEM), and language development. This online program is available for 7th and 8th grade students. Students and teachers from ARUSD, Fischer Middle School will be collaborating with the students and teachers from the Canadian International School. There will be eight collaboration sessions from 4:30 to 5:30 p.m. on 2/24, 3/3, 3/8, 3/10, 3/15, 3/17, 4/14, and 4/19, 2021.

This memorandum of understanding is intended to define

- Use of resources
- Articulation of monies
- Responsibilities of Alum Rock Union School District
- Responsibilities of Canadian International School
- Responsibilities of Silicon Valley Education Foundation
- Responsibilities of the SCCOE
- Coordination of Additional Project Activities

1.0 Use of Resources

1.1 ARUSD, CIS, and SVeF and SCCOE will prepare lesson plans, provide materials and staff to facilitate the planning and logistics of the eight sessions.

1.2 ARUSD, CIS, and SVeF and SCCOE will have representatives present in all eight virtual student meetings.

2.0 Articulation of Monies

2.1 ARUSD will cover the cost of its responsibilities.

2.2 CIS will cover the cost of its responsibilities.

2.3 SVeF will cover the cost of its responsibilities.

2.4 SCCOE will cover the cost of its responsibilities.

2.5 No funds will be dispersed from one entity to the other.

3.0 Responsibilities of Alum Rock Union School District, Fischer Middle School

3.1 Recruit students (10-15).

3.2 Obtain parent release.

3.3 Recruit teacher facilitator (organizes and plans with participating students to prepare them for the virtual sessions).

3.4 Prepare students for the sessions.

3.5 Prepare students for the showcases.

3.6 Plan with SVeF team.

3.7 Present at the SCCOE 2021 National Bilingual/Multilingual Learner Advocacy Month Showcase.

3.8 Present at the first of S2H Leadership Academy (April 29-30, 2021)

3.9 Collect student-learning data.

4.0 Responsibilities of CIS

4.1 Recruit Students (10-15).

4.2 Obtain parent release.

4.3 Recruit teacher facilitator (organizes and plans with participating students to prepare them for the virtual sessions).

4.4 Prepare students for the sessions

4.5 Prepare students for the showcases.

4.6 Plan with SVeF team.

4.7 Present at the SCCOE 2021 National Bilingual/Multilingual Learner Advocacy Month Showcase.

4.8 Present at the first S2H Leadership Academy (April 29-30, 2021)
4.9 Collect student-learning data.

5.0 Responsibilities of SVeF

5.1 Connect with Fischer Middle School in Alum Rock Union School District.
5.2 Coordinate implementation effort with Fischer Middle School and CIS.
5.3 Guide the development of the curriculum.
5.4 Provide support to the one or two middle school teachers in Fischer Middle School.
5.5 Design survey for collecting implementation data.
5.6 Collect implementation data.
5.7 Present at the SCCOE 2021 National Bilingual/Multilingual Learner Advocacy Month Showcase.
5.8 Designate S2H students who will present at the first S2H Leadership Academy (April 29-30, 2021)
5.9 Hold a data review meeting with the Director of School Climate, Leadership, & Instructional Support at the SCCOE.

6.0 Responsibilities of SCCOE

6.1 Make the connection among ARUSD, CIS, and SVeF.
6.2 Prepare the Memorandum of Understanding (MOU).
6.3 Participate in meetings for the development of the curriculum.
6.4 Set up zoom links and be the host for the eight one-hour virtual student meetings.
6.4 Join a data review meeting with the Director of School Climate, Leadership, & Instructional Services at the SCCOE.

7.0 Other Conditions

7.1 Insurance: ARUSD, CIS, SVeF and SCCOE shall maintain a certificate of insurance in the business office of each respective office.
7.2 Indemnity: ARUSD, CIS, SVeF and SCCOE shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the memorandum of understanding.

By: _____ By: _____

Signature of Authorized Official Signature of Authorized Official

Santa Clara County Office of Education

Title: County Superintendent of Schools

Date:_____

Address: 1290 Ridder Park Drive
San Jose, CA 95131

By: _____
Signature of Authorized Official

Alum Rock Union School District

Title: Superintendent, Dr. Hilaria Bauer

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

By: _____
Signature of Authorized Official

Silicon Valley Education Foundation

Title: Chief Program Officer

Date: _____

Address: 1400 Parkmoor Ave #200
San Jose, CA 95126

Canadian International School

Title: _____

Date: _____

Address: 7 Jurong West Street 41
Singapore 649414

Student Collaborative Sessions & Session Descriptions

2021 Theme: Cultural Exchange Project
Final Artifact: E Book

Resources and Planning:
https://docs.google.com/document/d/1yc8cHZ5Dgr0rmAm5tcE110a98Cjhar2Qo1rVpjrea58/edit?usp=sharing

Day 1 - February 24th: Getting To Know You

- Mystery Skype: Students are not aware of the location of the students who they are connecting so that they ask yes/no questions to each other until they eventually identify the mystery location.
- Q&A: The students will prepare questions to ask the students virtually about their country/city and school.
- Identity: Share the My Name My Identity activity that they should prepare for the next session. Students will create an acrostic, image, or write to share the significance of their name.

Day 2 - March 3rd:

- Icebreaker: Quizzizz - Biography Game
- Identity: Students will share their My Name My Identity (MNMI) project. Students will determine who their cross country partner will be and begin their interview questions.
- Interview: The students will prepare questions to ask the students virtually. Each partner will ask questions. The answers they record will be used to create their biography books.

Day 3 - March 8th:

- Kahoot - City Quiz Game
- Ice Breaker: Kahoot (online activity) game-based learning platform. Each class prepares a Kahoot for the other class to take. Students will have had to research the location (country/city) so that they can be knowledgeable about their own location because their partner will be wanting to learn for the project.
- Collect reliable sources about ePals (1 book, 2 websites, 1 video)
- Add sources to NoodleTools
- Begin taking notes

Day 4 - March 10th:

- Ice Breaker: Quizlet (online activity) vocabulary game. Prior to this day students should have an opportunity to review the vocabulary before the game so that they can be more engaged. These are the unit vocabulary words that students will need to incorporate in their speaking and writing (example to the left). Words can be added or deleted.
- Continue taking notes

Vocabulary Words	
accomplishment	impact
achievement	influence
admire	informational
adversity	perspective
ambition	pursue
attribute	obstacles
biography	opinion
characteristics	opportunities
conflict	sequential
contribution	timeline

- Use graphic organizer to plan writing

Day 5 - March 15th:

- Revise and Edit: Students will be conferencing with partners and learning more about their partners for the e-book. Students can share their ebooks and partners can provide feedback to help revise and edit.

Day 6 - March 17th:

- Final Review:
- Introduce BookCreator: Focus content

Day 7 - April 14th:

- Pair Share: Share digital libraries with classes. Students share with other group members to receive TAG feedback (Tell something you like, Ask a question, and Give feedback). They should receive at least 2 feedback from their partner school.
- Add media and voice recording (option of mother tongue audio recording)
- Share final eBook library with classmates
- Post TAG Feedback

Day 8 - April 19th:

- Final Activity: Students complete reflection document prior to group meeting. Each student does a quick presentation to share their visible thinking routine.
    - I used to think... but now I think...
    - 2 stars and a wish
    - Traffic light

April focuses on presentation skills

Thursday, April 22nd (4 - 5 p.m.) National Bilingual Multilingual Learner Advocacy Month Showcase, SCCOE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Teach for America

Address: 685 Market Street, Suite 500 City: San Francisco State: CA Zip: 94105

Phone: (415) 659-0800 x48147 Email: _____

SSN: _____ Fed I.D. #: 13-3541913

CONTRACT TERM: start dates 7/1/2021 end date 6/30/2022

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

Participating District Intern Agreement - Memo of Understanding
Teach for America will use its reasonable efforts to provide the number of teacher candidates for employment with the District

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:** $5,000 per corp member Not to Exceed $30,000 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 01000000581500000072006005010 1/29/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/29/2021
Director of Fiscal Services: _____ Date: 1/29/21
Asst. Supt., of Business Services: _____ Date: 1/29/21
Superintendent: _____ Date: _____

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated January 20, 2021 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 685 Market Street, Suite 500, San Francisco, CA 94105 and Alum Rock Union Elementary School District, a political subdivision of the state of California ("School District") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, Alum Rock Union Elementary School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:
School District Responsibilities:

A. Hiring Commitment.

i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") as referenced on attached **Exhibit A** (the "Agreed Number"), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this

agreement. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the fee for each additional Teacher. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.

iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades, subject matters and authorizations including BCLAD for Spanish and Vietnamese teachers; and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies.

v. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

vi. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers.

B. Hiring Process.

i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.

ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).

iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment

to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

A. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.

C. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the "Requirements"). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: School District Responsibilities

A. Employment Status.

i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.

v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above,

Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. To that end, School District will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. School District acknowledges that not consistently enforcing their policies and procedures constitutes a breach of this Agreement, and that such judgment is at the sole discretion of Teach For America.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as well as on-line data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the "Professional Development Services"). If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall

provide equivalent services to the extent possible. To facilitate provision of these professional development services, Teach For America may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's software and servers.

ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"). In the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and only for the purposes for which disclosure was made.

iv. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Certification and Credentialing Services.

i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement..

ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

V. GENERAL PROVISIONS

A. Fees-for-Service.

i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing professional development services to the Teachers employed by School District under this agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. With respect to each Teacher whose employment by School District is to commence in the 2021-2022 academic year, School District shall pay Teach For America an annual amount of $5,000.00 for each Teacher that is employed by School District as of December 1st of each year employed under this Agreement, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher for any reason whatsoever.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the start of the academic school year, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America.

D. Term. The term of this Agreement will cover all Teachers who's employment begins with the School District during the 2020 and 2021 academic years. This Agreement will expire on the last school day of school in June 2022.

E. Termination. This Agreement may be terminated as follows:

i. at any time by mutual written agreement of the Parties;

ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or

iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void, with the exceptions that Section IIIA-C (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification.

i. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.

L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of California.

N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: Carlos Moran
Title: Asst. Supt. Human Resources
Address: 2930 Gay Ave, San Jose, CA 95127
Email: Carlos.moran@arusd.org

TEACH FOR AMERICA:

Name: Paul Keys
Title: Executive Director
Address: 685 Market Street, Suite 500
San Francisco, CA 94105
Email: Paul.Keys@teachforamerica.org

With an electronic copy to:

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

P. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing .

Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

Alum Rock Union Elementary School District

By: _____

Name: Dr. Hilaria Bauer

Address: 2930 Gay Avenue
San Jose, CA 95127

Teach For America

By: _____

Name: Paul Keys

Title: Executive Director, Bay Area

Address: 685 Market Street, Suite 500
San Francisco,
CA 94105

Teach For America

Contract Owner Attestation:

☐ This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

☒ This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Lorena Chavez

Title: ManagingDirector, Onboarding and Partnerships, TFA Bay Area

EXHIBIT A

Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with the School District ("Teachers") as set forth in this Exhibit A (the "Agreed Number"), but Teach For America cannot and does not guarantee its ability to do so. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the fee for each additional Teacher. If Teach For America supplies the School District with any Teachers below the Agreed Number, said number now represents the new Agreed Number. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

Agreed Number of Teachers	**Academic Years of Employment**
Up to 6	2021-2022 & 2022-2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6511 Email: _____

SSN _____ Fed I.D. #: _____

CONTRACT TERM: start dates January 2021 end date September 2021

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

Glen Price Group proposes a start-up period to establish project management structures and processes, including the creation of a Core Planning Team (CPT).

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:** $No cost to district SCOEE will pay Glen Price $121,000.

Describe other related costs: _____

BUDGET CODE: _____ _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 2/4/21

Asst. Supt., of Business Services: _____ Date: 2/4/21

Superintendent: _____ Date: _____

DocuSign Envelope ID: 3960BB0B-013C-4B0F-8333-0F2B3492300

Santa Clara County Office of Education

LETTER OF AGREEMENT
BETWEEN
SANTA CLARA COUNTY OFFICE OF EDUCATION
AND
ALUM ROCK UNION SCHOOL DISTRICT

This letter serves as a formal agreement between the Santa Clara County Office of Education (hereinafter referred to as "SCCOE"), and Alum Rock Union School District (hereinafter referred to as "ARUSD"). SCCOE and ARUSD may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement." The Agreement shall become effective as of the date of the last signature of the Parties below ("Effective Date").

The agreement is offered in consideration of the needs of ARUSD to address conditions and context to avoid fiscal insolvency. SCCOE by means of the Glen Price Group (CPG)) will provide ARUSD professional services in the development of guiding principles, frame key issues and opportunities, and identify and analyze options (i.e., strategies or "plays") to address these key issues and opportunities.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. **Purpose:** It is mutually agreed that SCCOE will pay Glen Price $121,000 as part of this agreement.

   Glen Price Group will provide the following completed phases as described in the contract to ARUSD:
   Phase 1: Discovery and Guiding Principles Development (January - March 2021)
   Phase 2: Key Issue and Opportunity Framing (April - June 2021)
   Phase 3: Strategy Identification and Analysis (July - September 2021)

   Glen Price Group proposes a start-up period to establish project management structures and processes, including the creation of a Core Planning Team (CPT). The CPT will include representatives from ARUSD key stakeholder groups such as Board members, district leadership, bargaining units for certificated and classified employees, and parents/families and community members.

   The CPT will meet regularly to both guide the planning process and engage in planning activities directly. In addition to the CPT meetings, Glen Price Group will meet regularly with ARUSD leadership to coordinate the project.

   ARUSD shall implement the project and provide regular updates to the Santa Clara County Superintendent of Schools as to the status of the project.

2. **Terms of Agreement:** The term of this Agreement shall commence upon the date executed by both parties and shall remain in effect until September 30, 2021. The aforementioned Agreement shall remain in effect until such time of the expiration date or agreed upon termination, unless otherwise agreed upon by mutual agreement in writing by both parties.

   Once executed this agreement can not be terminated except by mutual agreement of both parties.

3. **Funding:** Funding for the term of this Agreements shall not exceed $121,000 as specified on the contract with Glen Price Group and shall be paid by the SCCOE.

4. **Indemnification**:
   ARUSD shall, to the maximum extent permitted by applicable law, indemnify and hold SCCOE harmless from and against any losses, claims, damages or liabilities, joint or several, to which SCCOE may become subject to in connection with their performance of their obligations under this letter of agreement; provided, however, that ARUSD shall not be responsible for the gross negligence or willful misconduct of SCCOE.

5. **No Waiver:** The failure of either PARTY to insist upon the strict performance of any of the terms, covenant and conditions of this AGREEMENT shall not be deemed a waiver of any right or remedy that either PARTY may have, and shall not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.

6. **Entire Agreement:** This AGREEMENT constitutes the entire AGREEMENT between the PARTIES pertaining to the subject matter contained therein and supersedes all prior or contemporaneous agreements, representations and understandings of the PARTIES relative thereto.

7. **Compliance with Laws:** Parties shall comply with all applicable laws, ordinances, codes and regulations of the federal, state, and local governments.

8. **Governing Law:** This AGREEMENT shall be construed, and its performance enforced under California law.

9. **Amendments**: No amendment or change to the provisions of this AGREEMENT shall be valid or binding unless reduced to writing and signed by duly authorized representative(s) of the parties.

10. **Assignment:** The parties may not assign this AGREEMENT or the rights and obligations hereunder without the specific written consent of the other.

11. **Warranty of Authority to Execute Agreement:** Each PARTY to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a PARTY to this AGREEMENT.

12. **Notices:** All notices given in conjunction with this Agreement shall be written, and shall be effective upon personal delivery to the other Party or, if by mail, three (3) days after deposit in the U.S. Mail, first class postage prepaid to the applicable address stated below, or to such other address as a Party may designate by written notice:

    TO ARUSD: Dr. Hilaria Bauer, Superintendent
    Alum Rock Union School District
    2930 Gay Avenue
    San Jose, CA 95127
    Email: hilaria.bauer@arusd.org

    TO SCCOE: Dr. Mary Ann Dewan, County Superintendent of Schools
    Santa Clara County Office of Education
    1290 Ridder Park Drive
    San Jose, CA 95131
    Email: mdewan@sccoe.org

13. **Party Signatures to Letter of Agreement:** I have read all of the provisions outlined in this Letter of Agreement, and agree to comply with every provision listed herein.

AUTHORIZED SCCOE PARTY	**AUTHORIZED ALUM ROCK UNION SCHOOL DISTRICT PARTY**
	DocuSigned by: Dr. Hilaria Bauer 81654DB4CCC434
SIGNATURE	SIGNATURE
	2/2/2021 | 4:21 PM PST
DATE	DATE
Dr. Mary Ann Dewan **County Superintendent of Schools** **Santa Clara County Office of Education** 1290 Ridder Park Drive San Jose, CA 95131 Phone: 408-453-6511 Email: MDewan@sccoe.org	**Dr. Hilaria Bauer** **Superintendent** **Alum Rock Union School District** 2930 Gay Avenue San Jose, CA 95127 Phone: 408-928-6800 Email: hilaria.bauer@arusd.org

Distribution: Original to Contracts/Risk Management