ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
May 13, 2021

Thursday, May 13, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #16-20/21

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 May 13, 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/83492158495
One tap mobile
+16699006833, Meeting ID:834 9215 8495# 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 Video of Ocala Band- National Anthem.

1.03 DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA. The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

2. SPECIAL PRESENTATION-DISCUSSION, CONSIDERATION AND ACTION

2.01 Special Recognition: ARUESD 2021 Classified Employees of the Year

2.02 Santa Clara County Office of Education Classified Employee of the Year.

2.03 2021 Extended Year Summer Programs - Presentation

3. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

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

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 Approve Resolution # 42-20/21 Policy Public Quasi Public Facilities.

6. 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.)

6.01 Approve the Springboard Collaborative Contract for the 2020-2021 SY. The contract is for the Extended Learning Summer Program. Submitted by: Academic Services Department, $175,500.

6.02 Approve the Lozano Smith, LLP Contract for the 2021-2022 SY. The contract is for the use of legal counsel with issues related to special education to ensure compliance. Submitted by: Special Education Department, $125,000.

6.03 Approve the Sports for Learning Contract for the 2020-2021 SY. The contract is for the Extended Learning Summer Program. Submitted by: State & Federal Department, $121,210.

6.04 Approve the Silicon Valley Education Foundation Contract for the 2020-2021 SY. The contract is for the Extended Learning Summer Program. Submitted by: State and Federal Department, $192,000.

6.05 Approve the Think Together Contract for the 2020-2021 SY. The contract is for Extended Learning Summer School services. Submitted by: State and Federal Department, $224,388.

6.06 Approve the District to utilize Los Angeles Unified School District’s (LAUSD) piggyback agreement No. 4400007482-Amendment 2 with Verizon Wireless for the purchase of student hotspot devices with data plan. Along with entering into contract with Cellco Partnership, dba: Verizon for the purchase of such hotspot devices with data plan. Submitted by: Technology Department, $275,000.

7. 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.)

7.01 Approve the 2019/20 Annual Performance and Financial Audit of General Obligation Bonds Reports for Measure J and Measure I.

7.02 Information: Report on COVID-19 Funds and Expenditures.

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 Resignations (Information Only).

8.02 Approve Declaration of Need For Fully Qualified Educators for 2021/2022.

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) April 15, 2021, Special Board Meeting and (2) April 29, 2021, Special Board Meeting.

9.02 Approve Acceptance of Donations.

9.03 Approve Acceptance of Vendor & Payroll Warrants.

9.04 Approve Contracts for Professional Services -Firms/Organizations.

9.05 ACTION: Acceptance of Grant/Award Notification.

9.06 Approve/Ratify Notices of Employment and Changes of Status/May 13, 2021/Human Resources Department.

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—PENDING LITIGATION Litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: Four cases

10.04 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.

10.05 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 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: TEAMSTERS; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Kolvira Chheng, Assistant Superintendent, Business, Lead Negotiators.

10.08 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: UNREPRESENTED EMPLOYEES; District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Carlos Moran, Assistant Superintendent, Human Resources and (3) Kolvira Chheng, Assistant Superintendent, Business, Lead Negotiators.

10.09 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 June 10, 2021 (2020-21 School Year).

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

2.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Special Recognition: ARUESD 2021 Classified Employees of the Year**

Staff Analysis:

Staff is honored to present our 2021 Classified Employees of the Year, as follows:

1. Kaitlen Avila - Paraprofessional
2. Elizabeth Musquez - Clerical & Administrative Services
3. Isaac Settle - Transportation Services
4. Cecilia Jamison - Food & Nutrition Services
5. Eric Caloca - Custodial & Maintenance Services
6. Paolo Tinio - Technical Services
7. Carmen Rubio - Security & Support Services

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

To the Board of Trustees: Meeting: May 13, 2021
Regular Board Meeting

Recognition

2.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

2021 Classified Employees of the Year



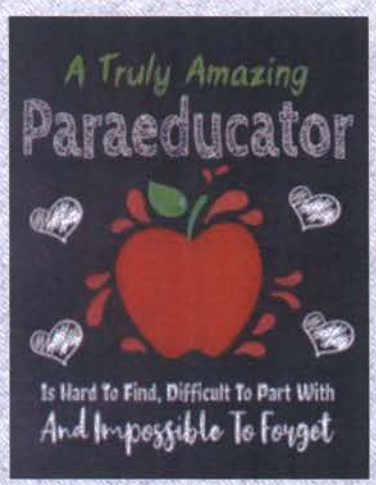
Kaitlen Avila

Sheppard Middle School

Paraprofessional







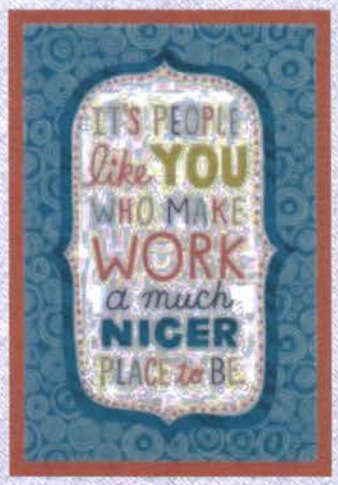
Elizabeth Musquez

LUCHA Elementary School

Clerical & Administrative Services







Isaac Settle

Transportation

Transportation Services







Cecilia Jamison

Russo/McEntee Academy & Sheppard Middle School

Food & Nutrition Services







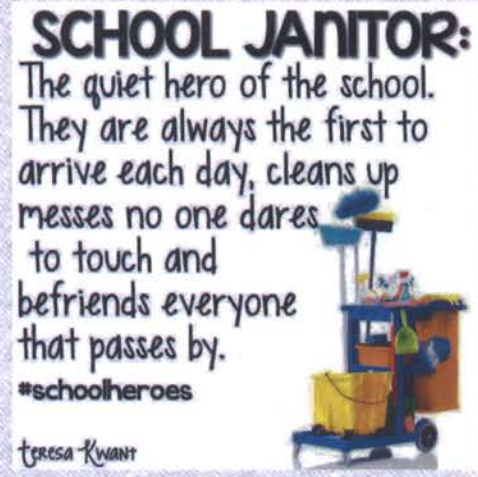
Eric Caloca

Painter Elementary School

Custodial & Maintenance Services







Paolo Tinio

I.T. Support Services
Technical Services

I'm a tech support specialist.





Carmen Rubio

George Middle School

Security & Support Services



Education is for improving the lives of others and for leaving your community and world better than you found it.

-Marian Wright Edelman

Congratulations to our 2021 Alum Rock Classified Employees of the Year!



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

2.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Santa Clara County Office of Education Classified Employee of the Year**

Staff Analysis:

Staff is honored to announce that Carmen Rubio, community liaison/para-educator at George Middle School, is this year's recipient of the Santa Clara County Office of Education Classified Employee of the Year award and will be recognized via Zoom at the SCCOE board meeting on June 9th, 2021.

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

To the Board of Trustees: **Recognition**

2.02

Agenda Placement

Meeting: May 13, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

NEWS RELEASE

Share: Facebook Twitter LinkedIn Email

Santa Clara County Office of Education Announces the Classified School Employee of the Year

April 22, 2021

FOR IMMEDIATE RELEASE

Contact: **Robin Hall (mailto:rhall@sccoe.org)**
(408) 453-6674

SAN JOSE, CA -- The Santa Clara County Office of Education (SCCOE) is pleased to announce that Carmen Rubio, community liaison and paraprofessional at Joseph George Middle School in the Alum Rock Union Elementary School District, has been named the Santa Clara County 2021 Classified School Employee of the Year.

California's Classified School Employee of the Year (CSEY) Program acknowledges the tremendous effort of outstanding classified school employees who support the education of the state's more than six million public school students. Nominees represent roles that range from school bus drivers to cafeteria workers, instructional aides, and security staff. These employees are crucial to creating a school environment that contributes to the well-being of students by promoting academic achievement, safety, and health.

Tara Bickford, Principal at Joseph George Middle School, nominated Carmen for her efforts and contributions. "Carmen's commitment to our students is apparent in her care for them," said Principal Bickford. "She is a dedicated employee and advocate for our children's needs. It was my privilege to nominate her and I am so grateful she has been chosen for this award."

"We congratulate Carmen Rubio for receiving this acknowledgement, and are thankful for her service at Joseph George Middle School," said Santa Clara County Superintendent of Schools, Dr. Mary Ann Dewan. "Carmen's dedication to the Joseph George community is inspiring. It is heartening to know the positive impact and influence Carmen's work and dedication has had on the lives of so many students and their families."

The SCCOE will honor Carmen, her supervisors, nominators, supporters and the other Santa Clara County CSEY nominees at the virtual Board of Education meeting on June 9, 2021. Ms. Rubio will now progress to the state-level program for possible recognition by the California Department of Education.

Congratulations to all employees who were nominated by their districts.

###

About the Santa Clara County Office of Education

Working collaboratively with school and community partners, the Santa Clara County Office of Education (SCCOE) is a regional service agency that provides instructional, business, and technology services to the 31 school districts of Santa Clara County. The County Office of Education directly serves students through special education programs, alternative schools, Head Start and State Preschool programs, migrant education, and Opportunity Youth Academy. The SCCOE also provides academic and fiscal oversight and monitoring to districts in addition to the 22 Santa Clara County Board of Education authorized charter schools.

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

2.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **2021 Extended Year Summer Programs – Presentation**

Staff Analysis: Staff will provide an overview of Extended Year Summer Programs for Summer 2021 including information on learning recovery programs and enrichment programs.

The Expanded Learning Opportunities Grant (ELOG) requires LEA's to implement a learning recovery program that provides supplemental instruction to specified student groups who have faced adverse learning circumstances.

The new short term funding granted through the Expanded Learning Opportunities Grant (ELOG) in coordination with our District LCAP allows Alum Rock to offer an array of summer opportunities for students.

Presentation/Information

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

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

To the Board of Trustees: Meeting: May 13, 2021

Presentation/Information

2.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Alum Rock Union School District

Extended Year Summer Programs

May 13, 2021

General Information

- **Program Window:** June 15th-July 23rd
  - July 5th - no class
- **Program Days:** Monday-Friday
- **Program Hours:** 8:00 am-12:00 pm
- **Office hours:** 7:30 am-12:30 pm
- **Lunch:** Grab & Go lunch
- 11 summer sites
- In Person and Virtual options

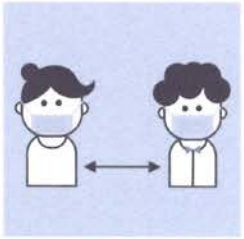
Safety Protocols for Summer

Protocols

- Smaller class sizes to maintain required 3 to 6 foot distancing
- Daily self health screenings will be required
- Additional support staff
- Additional cleaning of touchpoints (every 2 hours)
- Daily cleaning of classrooms
- Isolation Room

PPE provided at all sites

- Masks
- Hand Sanitizer stations
- Sneeze Guards in every classroom
- Disinfecting Wipes









Program Offerings

Learning Recovery Programs

- **Elevate Math is** provided for students entering 3rd-7th grades
- **Springboard** is provided for students entering 1st- 4th grades
- **ELD Classes** are provided for students entering 4th-8th grades
- **B2K & B2First Classes** are provided for students entering Kinder & 1st grade
- **Cadence Learning** is provided for students entering 6th-8th grades
- **SPED EYP Classes** are provided for students with IEPs
- **YMCA** in partnership with ARUSD teachers will provide an enriching literacy-based summer program. This program will provide intense literacy, intentional SEL support, and enrichment-based programming.



Program Offerings

Enrichment Programs

- **Computer Science Information Classes (CSI)** are provided for students entering 7th-8th grades
- **Audacity Classes** are provided for students entering 6th-8th grades
- **Girl Scouts** is provided for girls entering 3rd-5th grades
- **Think Together Camp** is provided for students entering 1st-5th grades
- **Sports for Learning** is provided for students entering 2nd-5th grades

Summer Sites

Site	Total classrooms /Programs	Seats available
Painter	Springboard, B2K, ELD, Girl Scouts (7 classes)	100
San Antonio	Springboard, BtoK, ELD, Girl Scouts, YMCA LUCHA and San Antonio (11 classes)	184
Linda Vista	Springboard, Elevate, B2K, ELD, Girl Scouts (10 classes)	136
Cassell	Springboard, Elevate, B2K, ELD, Girl Scouts (10 classes)	136
Hubbard K-8	Springboard, Elevate, B2K, ELD, Girl Scouts, Audacity, Cadence (17 classes)	208
Mathson	Elevate, ELD, CSI, Audacity, Cadence (10 classes)	130
George	Elevate, ELD, CSI, Audacity, Cadence (10 classes)	130

Summer Sites

Site	Total classrooms /Programs	Seats available
Ocala	Jose Valdes (10 classes)	120
Ryan	Sports 4 Learning, Think Together Camp (16 classes)	244
Adelante II	Sports 4 Learning, Think Together Camp 16 classes)	244
Lyndale	SPED Extended Year Program	125
Virtual Schools	• Springboard (45 students) • Elevate (100 students) • Jose Valdes Academy (250 students) • CSI (50 students) • Code, Write, Draw (45 students) • Jazz Band (30 students)	520
	TOTAL # of Summer Seats available	**2,277**

Elevate Math

The EY Elevate Math program helps support students to prepare for Common Core 8 or Algebra equivalent. Led by a credentialed teacher with a teaching assistant. Students will strengthen math skills, learn about college, and start preparing now.

The Elevate Math program will serve 256 students in grades 3rd - 8th.

ELEVATE [MATH]

SV [e]F | SILICON VALLEY education FOUNDATION

Jose Valdes Summer Math Institute

Jose Valdes Academy provides comprehensive math education to current 5th and 6th grade students to achieve academic success through basic skills, grade level and advanced courses. In addition, Jose Valdes Institute provides a summer math enrichment program for current 5th, 6th, and 7th grade students who exceed math standards.

The Jose Valdes Academy program will serve 370 students in grades 6th - 8th.

Springboard

Hands-on support is at the core of Springboard's mission. Alum Rock teachers receive personalized real-time coaching in preparation for Family-Educator Learning Accelerators — 5-10 week cycles during which teachers and parents make a plan to help children reach reading goals.

The Springboard program will serve 231 students in grades K-3 this summer, providing balanced literacy and guided reading support.

springboard
COLLABORATIVE

Cadence Learning

Cadence teachers see their mentor teacher's craft and moves—and have the opportunity to make them their own. Twice a week, by video conference, they join their mentor and same-grade colleagues for live professional development rooted in *exactly* what they're teaching that week. Teachers arrive to class uniquely prepared, confident, and invested in the content.

The Cadence program will serve 144 students in grades 6th-8th this summer, providing both math and reading instruction.

CADENCE
LEARNING

ELD Summer Program

ELD summer program is targeted to students that are designated English Language Learners. The program will help the ELL to achieve more through collaborative projects, critical thinking and activities that inspire meaningful thinking and sharing - thus addressing the four domains of reading, writing, speaking, and listening.

We will be using Our World, from National Geographic Learning. This program provides real world experiences with content that motivates, and includes photography, meaningful stories, readings, immersive videos, and incredible National Geographic explorers.

Through cross-curricular topics that challenge learners and deepen their understanding of the world in English.

The ELD program will serve 96 students in grades 4th-8th this summer.

NATIONAL GEOGRAPHIC LEARNING

Think Together Summer Camp

Think Together will provide a summer learning recovery program in the form of Summer Camp for 4 hours per day over 20 program days. Students will participate in a variety of activities including Physical Activity, Visual and Performing Arts, and Stem Enrichment.

The Think Together Summer Camp will serve 300 students in grades 1st - 5th this summer.

think
TOGETHER

Sports For Learning Summer Camp

Summer Camp Program

Sports for Learning will deliver Social Emotional Learning (SEL) & Physical activities, nutrition education and whole student wellness as well as take part in fun round robin games and tournaments (Sports Camp).

The Sports For Learning Summer Camp will serve 128 students in grades 2nd - 5th this summer.

SPORTS FOR LEARNING

Program Integration

Sports for Learning will deliver their SEL & Physical Education activities on a rotational basis at our 6 elementary summer school sites (Painter, San Antonio, Hubbard, Linda Vista, Cassell and Lyndale).

The Sports For Learning Program Integration will serve an additional 640 students in grades 2nd - 5th this summer.

Bridge to K /Bridge to 1st Grade

The BTK Program is a 4 week half-day summer program, designed for students entering Kindergarten and First grade. The program teaches important skills needed to transition to school and beyond. A key component is parent education to build engagement in their child's educational journey.

The Bridge to Kindergarten program will serve 120 students entering Kindergarten and First Grade.

In partnership with

SOMOS MAYFAIR

Special Education Extended School Year

Extended School Year (ESY) services are Special Education and related services provided to students with disabilities beyond the regular school year.

All students with disabilities must be considered for ESY services each year.

For some students, interruptions in the school schedule, such as summer break, will result in children with disabilities losing many of their basic skills. For those students, it may take them longer than their peers to get those skills back. ESY services are provided during breaks in the educational schedule to prevent this loss.

ESY is offered in order to maintain current progress on a student's IEP goals. We will serve approximately 125 students.



VAPA Enrichment



Audacity

In partnership with Audacity we will provide in-person visual and performing arts courses to our incoming 6th-8th grade students.

Topics include:

- Hip Hop
- Dance
- Podcasting
- Poetic Storytelling
- Visual Arts

Summer Jazz

Our Summer Jazz program will continue virtually. Students will receive instruction in Jazz:

- Technique
- History
- Theory

The VAPA programs will serve 100 students in grades 6th-8th this summer.

Registration Site

Launches on Monday, May 10th.

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Resolution # 42-20/21 Policy Public Quasi Public Facilities.

Approve

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

To the Board of Trustees: Meeting: May 13, 2021
Regular Board Meeting

Approve

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
Resolution #42-20/21
Denouncing Mayor Sam Liccardo's City Land Use Policy Proposal That Would Restrict The Conversion Of Public School District Property And Which Would Negatively Impact The District's Finances

WHEREAS, the Alum Rock Union Elementary School District, which was founded in 1930 is one of the oldest school districts in the City of San José;

WHEREAS, the District operates 24 different schools at 22 different sites serving more than 8,500 children in grades K-8;

WHEREAS, title to the land on which all of the District school sites are located is held in the name of the Alum Rock Union Elementary School District;

WHEREAS, Mayor Sam Liccardo of the City of San José has recently proposed development of a new city land use policy that would restrict the conversion of public school district property, including for residential and/or commercial purposes, and to empower the City to make determinations that would directly the conversion, value and use of school district property;

WHEREAS, on January 14, 2021, pursuant to Education Code Section 17388, et seq., the District's Governing Board unanimously approved the establishment of the District's Facilities Repurposing Advisory Committee (the "Advisory Committee") for the purpose of reviewing projected school enrollment and other data to determine the amount of surplus space and real property, establishing a priority list of use of surplus space and real property that will be acceptable to the community, cause to have circulated throughout the district a priority list of surplus space and real property and provide for hearings of community input to the committee on acceptable uses of space and real property, make a final determination of limits of tolerance of use of space and real property, and forward to the district governing board a report recommending uses of surplus space and real property;

WHEREAS, the District Advisory Committee, after extensive review and public input, issued its report on April 27, 2021, including recommended uses of the District's surplus space and real property;

WHEREAS, Mayor Liccardo's land use policy proposal was originally developed, and is still being developed, without the input of key stakeholders including the Alum Rock Union Elementary School District and other public school districts in San José, parents, neighborhood associations, service providers, and other neighborhood stakeholders;

WHEREAS, the District, which serves some of the most financially needy families and neighborhoods in the City of San José, is facing severe financial challenges resulting from past budget deficits, and from declining enrollment and declining revenue from the State;

WHEREAS, unstable and declining state funding has required the District to consider and establish methods and strategies for creating long term revenue streams to support District programs;

WHEREAS, the challenges and conditions faced by the District in continuing to provide education and education services to its community are different than the considerations and concerns and interests of other school districts in the City;

WHEREAS, Mayor Liccardo told the *San José Spotlight* that, as to conversions of public school properties under his proposal being developed, "Rather than considering these applications in a sporadic, uncoordinated way, we ought to be public and transparent about a principled approach for deciding which conversions make sense and which don't, and apply those rules consistently";

WHEREAS, Mayor Liccardo's land use policy proposal as envisioned would empower the City to determine which uses of District property "make sense" without regard to considerations of the District's long-term strategic and financial planning;

WHEREAS, Mayor Liccardo's land use policy proposal could have a significant negative impact on the District's finances, and on the District's ability to maintain flexibility in how the District's real property assets are deployed and to use the properties strategically to build and maintain long term revenue streams to stabilize the District's finances; and

WHEREAS, the on-going development by Mayor Liccardo of his land use policy proposal in this manner and without key stakeholder input is an abuse of the Mayor's power, is disrespectful to the District and the District community, could also negate the substantial and important work and recommendations developed by the District Advisory Committee.

NOW THEREFORE, BE IT RESOLVED that the Board of Trustees of the Alum Rock Union Elementary School District denounces the manner in which Mayor Liccardo is undertaking the development of his land use policy proposal and his effort to legislate how the District and other local school districts may use their lands without first seeking or obtaining input from the District or the District community and without the long terms interests of the District in mind;

BE IT FURTHER RESOLVED that the Board calls upon Mayor Liccardo to immediately cease development of his land use policy proposal relating to conversions of school district properties until such time as he announces a plan to solicit and actively engage District and Alum Rock community input into the development of his policy proposals affecting the use of District properties.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on May 13, 2021, by the following vote:

Ayes: ____ Noes: ____ Abstain: ____ Absent: ____

_____ Date: May 13, 2021

Clerk of the Governing Board

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

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

Subject: Springboard Collaborative, Extended Learning Summer Program

Staff Analysis: Springboard Collaborative will provide extended learning summer support for students in kindergarten through second grades. The program will serve approximately 231 students, who will receive reading and writing intervention in the form of balanced literacy in a blended learning model. A parent engagement program is included, and participating families will take part in weekly workshops designed to provide strategies to support readers at home.

Recommendation: Staff recommends the Board approve the contract with Springboard Collaborative for Extended Learning Summer Program for the 2020-21 school year. Cost of contract is not to exceed $175,500.

Submitted by: Jason Sorich Title: EdTech Administrator, Academic Services

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

To the Board of Trustees: Meeting: May 13, 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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22493

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., Ste. 1160 City: Philadelphia State: PA Zip: 19102

   Phone: (908) 902-7833 Email Address: t.arriaga@springboardcollaborative.org

   SSN: _____ or Fed I.D. #: 45-3719806

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date May 14, 2021 end date July 23, 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:

   Springboard will provide summer literacy intervention for 231 students district-wide in grades K-3, with professional development for teachers and parents in the areas of balanced literacy. Locations TBD. Services may be provided in-person or virtually.

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:** $ 175,500. (describe rate agreement) 231 students/5 sites - Locations TBD

   5/4/21

5. **BUDGET CODE:** JL 5/4/21 BUS. OFC Initials

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT
060	9010	0	5815	00	1110	1000	000010	305	2109	~~$175,500.~~ 100,000
010	0000	0	5815	00	1110	1000	000010	360	5057	75,500

5/4/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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SPRINGBOARD COLLABORATIVE
SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (this "**AGREEMENT**") 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 ("Program Provider") located 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, 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 **Program Provider** hereby agree as follows:

1. **SCOPE OF SERVICES**: Springboard agrees to furnish **Program Provider** with the following services and other activities as may be requested by **Program Provider** and agreed to by **Springboard** from time to time during the duration of this **AGREEMENT** (collectively "Services"), in that **Springboard** will provide **Program Provider** with an evidenced-based literacy program, designed to improve educational outcomes for students by coaching educators and families, providing literacy workshop materials and incentives that award learning, and implementation consultation.

2. **Definitions.**

   2.1. "Program Leader" means the individual designated by **Program Provider** to lead its program.

   2.2. "Educators" means the individuals designated by the **Program Provider** conduct instructional program elements.

   2.3. "Springboard Coach" means the individual provided by **Springboard** to guide, or in certain cases assist, **Program Provider** in the implementation of its program.

   2.4. "**Coaching Sessions**" means meetings between the **Springboard Coach** and site-based **Program Leader** to plan and improve implementation of **Springboard Program**.

   2.5. "**Data System**" means the data management system 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.

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2.6. "**Family 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.**

2.7. "**Springboard Program**" means the support structure developed by **Springboard** that combines targeted reading instruction, family workshops, educator coaching, and incentives to achieve lasting results through **Springboard's Family-Educator Learning Accelerator (FELA) methodology**.

2.8. **"FELA Methodology"** refers to **Springboard**'s proprietary Family-Educator Learning Accelerators (**FELA**), which helps families set and achieve reading goals with support from educators.

2.9. **"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**.

2.10. **"Curricula"** are the proprietary lessons, presentations, and guides designed by **Springboard** as instructional content that drives literacy growth in **Springboard Program**.

2.11. "**Program Materials**" means items provided to **Program Provider** 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**. Only the **Program Materials** listed in Schedule A of this **AGREEMENT** shall constitute the items definitively provided to **Program Provider** ("Schedule A").

2.12. "**Student Reading Scores**" means reading levels measured by assessment, or some other means of evaluation, as applicable, which can be used to quantify a student's reading progress.

2.13. **"Final Day"** of programming is defined as the last calendar date on which instructional activity with students is formally scheduled in the pre-programming calendar.

2.14. **"Program Incentives"** refers to tiered rewards students and families tied to achievement in goal-setting cycles during **Springboard Program**.

2.15. **E-books** are digitally accessible books and other reading material available to families and **Educators** through a **Springboard** license.

2.16. **Growth Goals** are reading targets set through Family-Educator collaboration as a target for reading improvement over the course of **Springboard Program.**

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2.17. Springboard Connect is a proprietary web-based texting application that serves as a family guide to a virtual **Family-Educator Learning Accelerator.**

3. Term.

3.1. The term of this **AGREEMENT** shall be as specified in Schedule B to this **AGREEMENT** ("Schedule B").

4. Scope of Work.

4.1. Program components specific to **Springboard** support level are detailed in Schedule C to this **AGREEMENT** ("Schedule C").

4.2. Data Collection.

4.2.1. 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 **Family Workshops** during the **Springboard Program**. **Springboard** will share **Student Reading Scores** and the school- and school-level data analysis it compiles with **Program Provider**.

4.3. Confidentiality. Student Data.

4.3.1. All student data shared between **Program Provider** and **Springboard** in support of **Springboard Program** shall be subject to the applicable provisions of federal, state and local laws, rules and regulations pertaining to student records.

4.3.2. Program Provider permits **Springboard** to disseminate **Student Reading Scores** and student academic information provided by **Program Provider** to directors and employees of **Springboard** for the successful operation of the **Springboard Program**. With the consent of families, **Program Provider** 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.

4.3.3. Springboard reserves the right to present **Student Reading Scores** in the aggregate, without any personal identifying information, to funders and potential funders, student and parent participants, partnering schools and other parties interested in the mission of **Springboard** to to share the aggregate outcomes the **Springboard Program** at **Program Provider**.

5. Responsibilities of Program Provider.

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5.1. Collaboration with Springboard. Program Provider 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.

5.2. Enrollment. Program Provider will identify and recruit students who will participate in the **Springboard Program**.

5.3. Program Provider will select **Educators** to participate in the **Springboard Program**. **Educators** will be responsible for participating in **Professional Development** and Professional Learning Communities (PLCs), leading student instruction, team-building huddles and **Family Workshops**, and assessing and establishing a baseline and growth goal for every student. **Educators** should commit to the full duration of programming.

5.4. Program Provider will compensate **Educators** for their program-related hours to fulfill responsibilities outlined in section 5.3 of this **AGREEMENT**.

5.5. Student Information. Program Provider 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. **Program Provider** will share an enrolled student list including baseline **Student Reading Scores** and demographic information in advance of the first day of **Springboard Program**. If available, **Program Provider** will provide information regarding reading levels for enrolled students, for any date on which enrolled student reading levels are assessed.

5.6. Legal/Regulatory Compliance. Program Provider is exclusively responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to the **Program Provider** and this **AGREEMENT**.

5.7. Supplies and Technology.

5.7.1. **Program Provider** will ensure **Educators** and enrolled students have access to necessary technology platforms to actively participate in digital learning. **Springboard** requires that participating families and **Educators** have access to a tablet, smartphone, or laptop and internet accessibility.

5.7.2. Fulfillment of other requests by **Springboard** will be within the discretion of **Program Provider**.

5.8. Additional Responsibilities of Program Provider

5.8.1. Responsibilities of **Program Provider** specific to the **Springboard Program** support type to be implemented are identified in Schedule A, Schedule B, and

Schedule C and are intended to be in addition to those responsibilities outlined in **AGREEMENT**, herein.

6. **Payment Terms and Costs.** The Payment Terms and Costs are specified in Schedule B.

7. **License of Materials. Springboard** grants to **Program Provider** a non-exclusive, non-transferrable license to use the **Program Materials** for **Program Provider** 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 **Program Provider** shall contain the **Springboard** name and copyright.

8. **Clearances. Program Provider** is required to confirm that their staff working for the **Springboard Program** have up-to-date Child Abuse Clearances, State Criminal Record Checks, Federal Bureau of Investigation Criminal History Background Checks, if required by the state law of **Program Provider**, and all other applicable clearances required by the appropriate local governing body, on file with **Program Provider. Program Provider** shall provide a statement to **Springboard** affirming that employees have these required clearances, including a list of relevant employees, prior to the commencement of **Springboard Program**.

9. **Intellectual Property.**

   9.1. **Copyright. Springboard** reserves copyright in all written and electronic materials delivered and developed by **Springboard** pursuant to this **AGREEMENT**, including materials developed by **Springboard** with input from **Program Provider** staff. These materials include, but are not limited to, **Curricula**, lesson plans and instructional material developed by **Springboard** and modified by **Program Provider** staff for the purposes of the **Springboard Program**. These items may not be copied or otherwise reproduced (including through electronic media), except in execution of **Springboard Program**, without the express written permission of the duly authorized representative of **Springboard**.

   9.2. **Restrictions.** In no event shall **Program Provider** 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 to in writing and signed by **Springboard**.

   9.3. **Trademark and Trade Name.** This **AGREEMENT** does not give **Program Provider** any ownership rights or interest in **Springboard's** trade name or trademarks.

   9.4. **Confidentiality. Business Data. Springboard** and **Program Provider** acknowledge that, in the performance of the work or services under this **AGREEMENT** or in contemplation thereof, it may be necessary for either party to have access to private or confidential information which may be owned or controlled by the other party, in order for the party

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to perform its duties under this **AGREEMENT**. **Springboard** and **Program Provider** acknowledge that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the other party. Accordingly, **Springboard** and **Program Provider** will not disclose or use, either during or after the term of this **AGREEMENT**, any proprietary or confidential information of **Program Provider** or **Springboard** without the other party's prior written permission except to the extent necessary to perform services under this **AGREEMENT**.

9.4.1. Proprietary or confidential information includes:

9.4.1.1. The written, printed, graphic, or electronically recorded materials furnished by **Program Provider** or **Springboard** for use in this program

9.4.1.2. Any written or tangible information stamped "confidential", "proprietary, or with a similar legend

9.4.1.3. Any information that **Program Provider** or **Springboard** makes a reasonable effort to maintain the secrecy of; and other:

_____

9.4.2. Upon termination of **Springboard**'s services to **Program Provider**, or at Program Provider's request, Springboard shall deliver to **Program Provider** all materials in Springboard's possession relating to Program Provider's business.

9.4.3. Upon termination of **Springboard**'s services to **Program Provider**, or at Springboard's request, **Program Provider** shall deliver to Springboard all materials in **Program Provider**'s possession relating to **Springboard**'s business.

9.4.4. **Springboard** and **Program Provider** acknowledge that any breach or threatened breach of this Confidential Information section of this **AGREEMENT** will result in irreparable harm to the other party for which damages would be an inadequate remedy. Therefore, either party shall be entitled to seek equitable relief, including an injunction, in the event of such breach or threatened breach of the Confidential Information section of this **AGREEMENT**. Such equitable relief shall be in addition to a party's rights and remedies otherwise available at law, and are not subject to the mediation and/or arbitration clause of this **AGREEMENT**.

10. 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,

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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. **Program Provider's** employees who perform the obligations of **Program Provider** hereunder shall be under the employment and ultimate control, management and supervision of **Program Provider**. **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 **Program Provider** 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.

11. **Entire Understanding.** This **AGREEMENT** 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.

12. **Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this **AGREEMENT**, except in writing and signed by the duly authorized representatives of both parties.

13. **Conflict.** In the event of any conflict, ambiguity or inconsistency in contractual terms and conditions between the documents comprising this **AGREEMENT**, the following order shall prevail for purposes of interpretation of this contract: (1) The latest Amendment Agreement; (2) Any Prior Amendment Agreements in reverse order; (3) The Original Service Provider Agreement; (4) Any schedules.

14. **Notices.**

FOR PROGRAM PROVIDER:

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

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15. **Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Philadelphia County, Pennsylvania. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Philadelphia County, PA. The decision of the arbitrator shall be final and legally binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

16. **Indemnification: Program Provider hereby agrees to indemnify and hold harmless Springboard as well as its Board of Directors, its officers, agents, legal representatives, employees, volunteers, successors, and assigns, from and against any and all losses, liabilities, damages, demands, fees and expenses or causes of actions (whether negligent or intentional), which may incur based upon a breach of any term or condition of this Agreement.**

17. **Governing Law.** This **AGREEMENT** shall be construed to be made and interpreted under the laws of the Pennsylvania.

18. **Severability.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties, by their duly authorized representatives, have caused this **AGREEMENT** to be executed.

ALUM ROCK UNION SCHOOL DISTRICT

_____

_____ **By:** _____

Date *Dr. Hilaria Bauer, Superintendent*

SPRINGBOARD COLLABORATIVE

3/26/2021 DocuSigned by: Aubrey White FEC29CA8BC184F3...

Date *Aubrey White, President*

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SCHEDULE A:

SPRINGBOARD PROGRAM MATERIALS

The following list of **Program Materials** shall apply to **AGREEMENT** between **Alum Rock Union School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. **DEFINITIONS:** This section shall encompass all definitions in the **AGREEMENT**, Schedule B, Schedule C, and as follows:

A.1. "Guided Reading Books" means sets of appropriately leveled books (print or electronic) provided to each **School** for use in small group instruction. **Springboard** will provide a rotating set of books, which **School** will supplement with their existing leveled libraries.

A.2. "Nonfiction Book Set" means set of appropriately level books provided to each **School** to supplement existing libraries and build student's comprehension skills.

B. **FELA Resources and Tools**

B.1. Curricula

B.1.1. Springboard will digitally deliver Springboard reading readiness and phonics lessons, Family Workshop slides with facilitator notes, presentation notetakers, and Reading Tip Sheets via **Slinky**.

B.1.2. Program Provider and **Educators** will lose access and permission to use **Professional Development Materials, Curricula** and all other **Program Materials** on the final day of **Springboard Program** without express written consent by **Springboard**.

B.1.3. Curricula, and other **Program Materials,** are non-transferrable.

B.1.4. Curricula, digital and print, may only be disseminated by **Program Provider** to students and **Educators** within the context of the **Springboard Program** only, as governed by this **AGREEMENT**.

B.2. Program Incentives

B.2.1. Springboard will deliver **Program Incentives** as defined by **Springboard** to **Program Provider** at a mutually agreed upon centralized site and stage of **Springboard Program**.

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B.2.2. Springboard provides **Program Incentives** only for each student who earns them by reaching targeted **Growth Goals**.

B.2.3. Program Provider is responsible for receiving **Program Incentives** and maintaining them in a secure place until distribution. Upon delivery, the liability for any loss of **Program Incentives** shall be the responsibility of **Program Provider**.

B.2.4. Program Provider is responsible for distributing **Program Incentives** to families, in a timely fashion, in accord with **Growth Goals** defined for each student at the outset of programming.

B.2.5. Program Provider will return all unearned **Program Incentives** at the conclusion of **Springboard Program**.

C. Books

C.1. Springboard will provide **Program Provider** with a basic set of **Guided Reading Books, a Nonfiction Book Set,** and read-aloud texts for the duration of **Springboard Program**. These are intended as a safety net. **Program Provider** will supplement with available books to give classrooms the most robust libraries possible.

C.2. Educators will be granted access to **E-books** through a vendor selected by **Springboard** to accommodate **Curricula** with leveled reading materials.

C.3. Springboard will supply **Family Book Packs**, curated book sets that families retain to encourage at home reading, to match **Enrollment** prior to **Springboard Program**. **Program Provider** is responsible for distributing **Family Book Packs** during the first week of **Springboard Program**.

C.4. Books will be distributed to a central location agreed upon by **Springboard** and **Program Provider**. Upon delivery, the liability for any loss or damage of **Books,** excluding normal wear-and-tear, shall be the responsibility of **Program Provider**.

C.5. Program Provider must return complete and undamaged, outside of normal wear, **Guided Reading Books, Nonfiction Book Set**(s), and read-aloud texts to **Springboard** at the conclusion of **Springboard Program**.

C. Additional Springboard Resources

C.1. Springboard will supply one student and one parent (adult) t-shirt for each enrolled student, as well as t-shirts for **Educators**.

C.2. Springboard will provide **Enrollment Coordinators** with marketing materials to recruit students and families.

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SCHEDULE B:

PAYMENT AND TERM OF SERVICE CONDITIONS

The following terms shall apply to **Alum Rock Union School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. **DEFINITIONS:** This schedule shall encompass all definitions in the **AGREEMENT** (§2), Schedule A, Schedule C, and as follows herein.

B. **TERM:** This section shall encompass the definitions in the foregoing Agreement and the following:

B.1. **The AGREEMENT** shall commence on the later date it is signed by both the **Program Provider** 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 **AGREEMENT** by an addendum (as specified in **AGREEMENT** § 12).

B.2. If applicable, **Springboard** will retain the right to collect and retain educational and demographic data from **Program Provider** through the expiration of this **AGREEMENT**.

C. **PRICING INFORMATION:**

PRICING INFORMATION:

C.1. Program Season: Summer 2021
C.2. Total Number of Sites: 5 sites
C.3. Expected Enrollment: 231 students
C.4. Total Support Package Fee: $60,000
C.5. Student Bundle Fee (per Expected Enrollment): $500
C.6. Expected Total Payment: $175,500

D. **Enrollment.**

D.1. **Expected Enrollment** means the number of students projected to register in **Springboard Program(s)** as determined by the parties, as specified in Section C.3 of this Schedule B. **Program Provider** agrees to pay **Student Bundle Fee** as defined in C.5 per **Expected Enrollment** defined in C.3.

D.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.3. **Enrollment** means the number of students that attended at least 1 **Springboard Program(s)** session or more of the **Springboard Program(s)** as determined by **Springboard**. For the purposes of **Total Payment Due**, **Enrollment** is said to be equal to

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Expected Enrollment upon execution of this **AGREEMENT**, unless adjusted upward for **Extra Enrollment** as noted in D.4 of this Schedule B.

D.4. Payment Adjustment shall be added to **Third Payment** and equals **Extra Enrollment** (if applicable) multiplied by the **Student Bundle Fee** in C.5 of this Schedule B.

E. COSTS. In support of the **Springboard Program(s)**, **Program Provider** shall pay:

E.1. Educators: **Program Provider** hires and is solely responsible for compensating **Educators** for their **Springboard Program** time, including **Professional Development**, home visits/team building huddles, family workshops, student instruction, and PLCs (~140 hours per educator).

E.2. Costs associated with digital technology platforms used for implementation, and to ensure that all students have access to requisite technology in **AGREEMENT**, section 5.7.1.

F. PAYMENTS.

F.1. Total Payment due from **Program Provider** is **$ 175,500**

F.2. Invoices. Except as otherwise provided herein, **Springboard** will send **Program Provider** an invoice for each payment designating the payment due date as Net 30 days. **Program Provider** shall pay **Springboard** in three installments as follows:

F.2.1. Upon execution of the **AGREEMENT**, **Program Provider** will be invoiced for **First Payment** (20% of **Total Payment Agreement**), which is non-refundable. **First Payment** is required in order for **Program Provider** to gain access to the **Springboard** products and services described in the **AGREEMENT**. This payment 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).

F.2.2. Program Provider will be invoiced for **Second Payment** (50% of **Total Payment Agreement**) on the date of the first scheduled **Professional Development** for **Springboard Program** and make **Second Payment** by the designated due date. **Second Payment** is non-refundable.

F.2.3. Program Provider will be invoiced for **Third Payment** (the remainder of **Total Payment** outstanding, plus **Payment Adjustment**, if applicable) upon **Final Day** of instruction for **Springboard Program** and make **Third Payment** by the designated due date. **Third Payment** is non-refundable.

F.3. Consequences of Delinquent Payment - Default

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F.3.1 If **Program Provider's** payment is more than thirty (30) days late from assigned due date, **Program Provider** will be deemed to be in default **(Default)**.

F.3.2 If in **Default, Program Provider** shall pay penalty charges of two percent (2%) per month for every thirty (30) days past the original date of invoice.

F.3.3 If **Program Provider** is in **Default, Springboard** may terminate this **AGREEMENT** immediately.

F.3.4 In the event of termination as a result of **Default, Program Provider** must return any materials or resources received from **Springboard,** upon demand.

F.3.5 In the event of termination as a result of **Default, Program Provider** must assume full responsibility for lost wages to **Program Leader, Educators,** and any other **Springboard Program** staff.

SCHEDULE C:

SPRINGBOARD PROGRAM COMPONENTS

The following Scope of Work shall apply to **Alum Rock Union School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. **DEFINITIONS:** This section shall encompass all definitions in the **AGREEMENT**, Schedule A, Schedule C, and as follows:

A.1. "Site Leader" means a person recommended by **Program Provider** and hired by **Springboard** to lead implementation of the **Springboard Program**. The **Site Leader** oversees student reading assessment, **Coaching Sessions**, afterschool reading instruction, and family workshops, ensuring that all classrooms are successful. The **Site Leader** will be hired, trained, employed, and paid by **Springboard**.

B. **Responsibilities of Springboard and Program Provider**

B.1. Professional Management

B.1.1. Springboard will provide access to a dedicated **Springboard Coach** to support implementation of **Springboard Program** based in **FELA Methodology.**

B.1.2. Springboard Coach will host the initial **Springboard Program** planning meeting.

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B.1.1. Springboard, with input from **Program Provider**, will select a **Site Leader. Program Provider** will distribute **Site Leader** job description, recommend candidates, and provide space to conduct interviews.

B.1.2. Program Provider will select an **Enrollment Coordinator**, who will be responsible for recruiting students to achieve the **Expected Enrollment** target.

B.1.3. Site Leader and **Enrollment Coordinator** will be compensated by **Springboard** at a value defined in a formal offer letter agreement.

B.1.4. Springboard will provide **Program Provider** with materials and process to support **Educator** hiring, including job descriptions and offer letters.

B.1.5. Springboard will provide **Enrollment Coordinators** with marketing materials to recruit students and families.

B.2. Professional Development (PD).

B.2.1. Springboard Coach will support the **Site Leader** with leadership development and weekly planning meetings.

B.2.2. Coaching Sessions. During the 10-week afterschool Springboard Program, the **Site Leader** will work with the **Springboard Coach** to co-lead a weekly 60-minute **Coaching Session**.

B.2.3. Coaching Sessions. During the 5-week Springboard summer program, the **Site Leader** will conduct twice weekly, 60-minute-long **Coaching Sessions** with **Educators**.

B.2.4. Pre-Programming. Professional Development sessions (12 hours for **Springboard Summer** and 10 hours for **Springboard Afterschool**) for **Educators** shall be hosted by **Program Provider** and facilitated by **Site Leader** during pre-programming of **Springboard Program.**

B.2.5. Professional Learning Community sessions (PLCs). Educators shall participate in two hour-long weekly Professional Learning Community Sessions for **Springboard Summer** and one hour-long weekly Professional Learning Community Sessions for **Springboard Afterschool**. **PLCs** will be hosted by **Program Provider** and facilitated by **Site Leader**.

B.2.6. Springboard will grant access to on-demand web-based **Professional Development Materials**.

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B.2.7. Springboard will train the **Enrollment Coordinator** to recruit students and families.

B.3. Data portal and Connect

B.3.1. Educators and **Program Leader** will access **Curricula** and **Professional Development Materials** and track **Growth** Goals via **Data System**.

B.3.2. Springboard will provide credentials for **Springboard Connect** to enrolled families for the duration of **Springboard Program**.

B.3.3. Program Provider receives an **Impact Report**, which details site accomplishments including registration, attendance, **Program Incentives** earned, and growth goals met, at a scheduled date after the final day of **Springboard Program**.

B.3.4. Program Provider will be responsible for prompt submission of student attendance and assessment data into **Data System.**

B.3.5. The **Site Leader** will ensure that **Educators** monitor student reading progress and daily attendance, input required information into the **Data System**, and administer sign-in protocols for **Family Workshops** during the **Springboard Program**. **Springboard** will share **Student Reading Scores** and the school- and classroom-level data analysis it compiles with **School**.

C. Additional Program Provider Responsibilities

C.1. Program Provider will provide educational facilities to host student instruction, **Professional Development**, **PLCs**, and **Family Workshops** for in-person **Springboard Program** at no charge to **Springboard**.

C.2. Program Provider will ensure **Educators** have basic classroom materials, including projectors or SmartBoards for each classroom.

C.3. Program Provider will provide internet access on premises.

C.4. Other requests by **Springboard** will be within the discretion of **Program Provider**.

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Lozano Smith, LLP**

Staff Analysis: The use of legal counsel with issues related to special education ensures compliance. Attorney will also consult and assist staff in developing legally defensible IEPs aligned with the most current information regarding Special Education Law.

Recommendation: Staff recommends that the Board approve the contract with Lozano Smith, LLP. for the 2021-2022 school year. The cost of this contract will be $125,000.

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

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

To the Board of Trustees: Meeting: May 13, 2021
Regular Board Meeting

Recommend Approval

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 21317

PROGRAM MANAGER: Anthony Colonna

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

   Name of Individual/Company: Lozano Smith, LLP

   Address: 7404 N. Spalding Ave. City: Fresno State: CA Zip: 93720

   Phone: (559) 431-5600 Email Address: _____

   SSN: _____ or Fed I.D. #: 80-0874383

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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 use of legal counsel with issues related to special education ensures compliance.

   Attorney will also consult and assist staff in developing legally defensible IEPs aligned with the most current information regarding Special Education Law.

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

   X a. **Fee Rate:** $185.00-295.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   _____ b. **Other:** $_____ (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				125,000		DL 4/29/21
080	6500-0	5810-00-5001	2100	000000	380	1820

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

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 350 per hour
Associate	$ 215 - $ 285 per hour
Paralegal / Law Clerk	$ 135 - $ 195 per hour
Consultant	$ 135 - $ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $350 - $385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: April 19, 2021

Subject: **Sports For Learning**

Staff Analysis: Sports for Learning will deliver 2 types of Summer Programs for Alum Rock USD, the first is an integrated Rotational Summer Support Program for 5 school sites, the second is a Stand Alone Summer Program for 2 school sites. In both programs students will participate in SEL & Physical activities, discuss nutrition and whole student wellness as well as take part in fun round robin games and tournaments (Sports Camp). Both of these programs will serve up to 768 students in total and will be taking place in-person.

Recommendation: Staff recommends the Board approve the contract with Sports for Learning in the amount of $121,210.

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

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

To the Board of Trustees: Meeting: May 13, 2021

Recommend Approval

6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. _____

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Sports For Learning

   Address: 4666 Cass St., Ste 200 City: San Diego State: CA Zip: 92109

   Phone: (608) 698-8688 Email Address: shane@sportsforlearning.com

   SSN: _____ or Fed I.D. #: 26-4615732

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 15, 2021 end date July 16, 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:

   Sports for Learning will deliver 2 types of Summer Programs for Alum Rock USD, the first is an integrated Rotational Summer Support Program for 5 school sites, the second is a Stand Alone Summer Program for 2 school sites. In both programs students will participate in SEL & Physical activities, discuss nutrition and whole student wellness as well as take part in fun round robin games and tournaments (Sports Camp). Both of these programs will serve up to 768 students in total and will be taking place in-person.

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

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

   X b. **Other:** $ 121,210.00 (describe rate agreement) $58,650 (690 hrs of Rotational Summer Support - Program) and $62,560 (736 hrs of Stand Alone Summer Program)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7424	0	5815	00	1110	1000	000010	360	7390	$121,210.00	
	7425									TZ 4/29/21	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SPORTS FOR LEARNING

Scope of Work
Alum Rock USD - Summer Program

This Scope of Work will describe the activities and details of the Sports For Learning program to take place with Alum Rock Union School District.

Sports For Learning will deliver 2 types of Summer Programs for Alum Rock USD, the first is an integrated rotational support program for 5 school sites, the second is a stand alone summer program for 2 school sites.

For each of these programs Sports For Learning will be using a near-peer mentorship model where our current and recently graduated college students will deliver a blended Social Emotional Learning & Sports program.

Both of these programs will be taking place in-person.

Rotational Support Program

This option will be implemented at 5 schools with currently existing Summer School programs. Students will be rotated outside to our coaches in 45 min increments to participate in our SEL and physical activity lessons.

Program Details:
Schools: 5
Staff per School Site: 2
Hours Per Day: 3
Total Days: 23 (Start Date: June 15th, End Date: July 16th)
Daily Schedule: 8:30am - 11:30am

Stand Alone Support Program

Our stand alone summer camp will take place at 2 school sites and offers a full day schedule for students. They will participate in SEL & Physical activities, discuss nutrition and whole student wellness as well as take part in fun round robin games and tournaments.

Program Details:
Schools: 2
Staff per School Site: 4
Hours Per Day: 4
Total Days: 23 (Start Date: June 15th, End Date: July 16th)
Daily Schedule: TBD

466 Cass Street, unit #200, San Diego, CA 92109. www.sportsforlearning.com 323-484-2402

Alum Rock - Summer Programs - 2020/21

Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127
United States

Reference: 20210413-182900830
Quote created: April 13, 2021
Quote expires: July 12, 2021
Quote created by: Shane Schuurmans
VP of Sales
shane@sportsforlearning.com

Comments from Shane Schuurmans

See Appendix A for Program Information

Products & Services

Item & Description	Quantity	Unit Price	Total
Summer School Using a near-peer mentorship model, our college student coaches will deliver a blended Social Emotional Learning & Sports program to students during Summer School.	1426	$85.00	$121,210.00

Subtotals

One-time subtotal	$121,210.00
Total	**$121,210.00**

Appendix A

Alum Rock USD - Rotational Summer Support Program						
Schools	**Staff Needed**	**Total Staff**	**Total Days**	**Hours**	**Total Hours**	**Total Cost**
5	2	10	23	3	690	$58,650

Alum Rock USD - Stand Alone Summer Program						
Schools	**Staff Needed**	**Total Staff**	**Total Days**	**Hours**	**Total Hours**	**Total Cost**
2	4	8	23	4	736	$62,560

Program Hours	Program Cost
1426	$121,210

Rotational Summer Program Schedule

Times	Coach 1	Coach 2
8:30 - 9:15	1	2
9:15 - 10:00	3	4
10:00 - 10:45	5	6
10:45- 11:30	7	8

* Can accomedate 8 stable groups each day

Stand Alone Program Schedule

Times	Coach 1	Coach 2	Coach 3	Coach 4
TBD Hour 1	1	2	3	4
TBD Hour 2				
TBD Hour 3				
TBD Hour 4				

* Can accomedate 4 stable groups each day

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Date: April 22, 2021

Subject: **Silicon Valley Education Foundation**

Staff Analysis: Elevate Math (EM) is a summer intervention program designed to elevate student achievement in math for students entering 3rd-7th grade (20 classes total). Computer Science Institute (CSI) course will expand access to STEM education and specifically computer science knowledge and experiences for students that would not otherwise be exposed for students entering 7-8th grade (4 classes). These programs will be offered in-person and virtually. Dates of program are June 15, 2021 through July 9, 2021 (Mon-Fri).

Recommendation: Staff recommends the Board approve the contract with Silicon Valley Education Foundation in the amount of $192,000.

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

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

To the Board of Trustees:

Meeting: May 13, 2021

Recommend Approval

6.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 18650

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Silicon Valley Education Foundation

   Address: 1400 Parkmoor Avenue, Suite 200 City: San Jose State: CA Zip: 95126

   Phone: (408) 790-9479 Email Address: shelby@svefoundation.org

   SSN: _____ or Fed I.D. #: 20-5061316

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 15, 2021 end date July 9, 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:

   Elevate Math (EM) is a summer intervention program designed to elevate student achievement in math for students entering 3rd-7th grade (20 classes total). Computer Science Institute (CSI) course will expand access to STEM education and specifically computer science knowledge and experiences for students that would not otherwise be exposed for students entering 7-8th gr. (4 classes). These programs will be offered in-person and virtually. Dates of program are June 15 - July 9, 2021 - Monday through Friday.

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:** $192,000.00 (describe rate agreement) ~~EM~~ LCAP: $160,000 and CSI: $32,000

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
~~060~~	~~7425~~	~~0~~	~~5815~~	~~00~~	~~1110~~	~~1000~~	~~000010~~	~~360~~	~~7390~~	~~$192,000.00~~	5/4/21
010	0000	0	5815	00	1110	1000	000010	360	5051	$160,000	
060	3182	0	5815	00	1110	1000	000010	360	3182	$32,000	5/4/21

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent. 5/4/21

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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SV [e]F | SILICON VALLEY EDUCATION FOUNDATION

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District
Elevate [Math] and/or Computer Science Institute Programs

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF's Elevate [Math] and/or Computer Science Institute.

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Program Description:
Elevate [Math]: The Elevate [Math] program is designed for incoming 3rd–10th grade students whose test scores (as measured by Smarter Balanced Assessment Consortium (SBAC or other objective measures) indicate they are nearly meeting their grade-level standards. The Programs frontload supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math course.

CSI : The program provides learning opportunities to students who are furthest away from opportunities by introducing the foundations of computer science through the lens of making and design thinking to promote the continued pursuit of CS. CSI is designed for rising 7th-8th grade students and the program will be piloting the 9-10th grade curriculum in summer 2021.

Details of Elevate [Math] and CSI program can be found in Addendum I to this MOU.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional development resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).

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- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

- Provide financial contributions as outlined in the "Class Agreement Breakdown" table on page 4 of this MOU. The School District will pay for programs prior to the start of the Elevate [Math]/CSI Program.

- Provide project management staffing to assist as needed with the following:
    - student recruitment;
    - teacher recruitment;
    - setting meetings;
    - tracking execution of the Programs; and
    - handling financials.

- Assist districts with TB and fingerprinting logistics of volunteers. School District may elect to have SVEF assume the responsibility of fingerprinting and paying teachers.

- Recruit and train college mentors to enhance college curriculum for E[M], provide project support for CSI, and to provide inspiration and encouragement to students to aspire to attend college.

- Organize the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.

- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.

- Provide access to required online tools.

- Work with the School District to develop a school year follow up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college.

- Recruit and train corporate volunteers to enrich the classroom experience and provide STEM or Career Inspiration Workshops.

- Organize a College Day experience for high school students only (E[M] 9-10+).

- Work with teachers to organize and promote End of Program celebrations for each class.

- Host site visits to provide donors and/or partners the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

School District agrees to:

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher recruitment and

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logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner.

- The School District agrees to use the enrollment form created by SVEF and will scan any completed forms to elevate@svef.com for E[M] and csi@svefoundation.org for CSI. If the School District elects to use its own enrollment form, the School District will be responsible for manually entering the hardcopy forms into SVEF's online enrollment system. SVEF will not accept scanned forms that do not use the SVEF enrollment template.

- Communicate the policy/procedures for handling student behavior and absence during the summer Programs. The School District will provide SVEF the name of the person responsible.

- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.

- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI, VII to this MOU.

- Assist in recruitment of teachers for their Program sites. Teachers may be paid through SVEF contracts (simplifying the role of the School District) or through traditional School District processes. The preference will be outlined on pages 4 and 5 of this MOU.

- Provide TB verification and proof of sexual harassment training for your district recruited teachers. (Human Resources)

- Assist in finding substitutes if SVEF is unable to provide cover.
    - SVEF will pay a substitute if SVEF is the teacher's paying agent.
    - The School District will pay a substitute if the School District is the teacher's paying agent.

- Ensure that all teachers participate in the curriculum and professional development training and Professional Learning Communities (PLCs). Teachers' pay will be deducted for missed professional development or PLCs.

- Assist in recruitment of full classes of students to participate in the Programs.

- Support the administration of the pre-post assessments and pre/post surveys.

- Work with SVEF to develop school year follow up and ongoing summer interventions in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

- Commit to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.

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- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, Zoom, Nearpod etc. SVEF will provide the full list. Agree to use SVEF's Zoom account or a district provided Google Meets account.

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session and/or presenting a hands-on STEM Workshop.

Class Agreement Breakdown for E[M]:
Class format may change at a later date between in-person to virtual

	# of Classes	**Total Cost** ($16,000 per class)	**District Contribution**
Elevate [Math] 3	**4**	**$64,000**	**$32,000**
Elevate [Math] 4	**4**	**$64,000**	**$32,000**
Elevate [Math] 5	**4**	**$64,000**	**$32,000**
Elevate [Math] 6	**4**	**$64,000**	**$32,000**
Elevate [Math] 7	**2**	**$32,000**	**$16,000**
Elevate [Math] 8	**2**	**$32,000**	**$16,000**
Total	**20**	**$320,000**	**$160,000**

Class Agreement Breakdown for CSI:
Class format may change at a later date between in-person to virtual

	# of Classes	**Total Cost** ($16,000 per class)	**District Contribution**
CSI 7th/8th	**4**	**$64,000**	**$32,000**
Total	**4**	**$64,000**	**$32,000**

☒ SVEF will be responsible for paying teachers and fingerprinting
☐ District will be responsible for paying teachers and fingerprinting and…
☐will or ☐will not invoice SVEF for payment of teacher
(SVEF will only reimburse up to $5700/ES or MS teacher or $7200/HS teacher)

Please provide a contact with whom to follow up with any billing questions.
Finance contact: Name: **Sonia Vidrio** Email: sonia.vidrio@arusd.org (please cc **Brenda Rosas-Garcia**, brenda.rosas-garcia@arusd.org)

[*Signature Page Follows*]

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District Superintendent or Designee Signature:

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X_____ _____

Superintendent or Designee Signature — Date

Hilaria Bauer, Ph.D.

Printed Name

District Data Personnel Signature:

By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined in Addendum VI and VII to this MOU or otherwise communicated by the SVEF Directors or Managers.

X_____ 04 / 30 / 2021

Data Personnel Signature* — Date

Sandra Garcia

Printed Name

SVEF Signature:

X DocuSigned by: Deb Negrete _____ 4/15/2021

Deb Negrete — Date

VP of Elevate Programs, Silicon Valley Education Foundation

X DocuSigned by: Denise Williams _____ 4/15/2021

Denise Williams — Date

Chief Program Officer

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ADDENDA

Addendum I: Program Components

	Elevate [Math] 3-5	**Elevate [Math] 6-8**	**Elevate [Math] 9-10**
Grades	Rising 3rd-5th	Rising 6th-8th	Rising 9th-11th
Length	75 hours	75 hours	125 hours
Curriculum	Elevate [Math] (math and literacy)	Elevate [Math]	Elevate [Math]
Teacher PD	24 hours PD 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching
Classroom Mentor	College Mentor (1:3)	College Mentor (1:3)	College Mentor (1:3)
College Awareness	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum -College Day Event
Growth Mindset	19 day curriculum	19 day curriculum	24 day curriculum
STEM/Career Awareness	-STEM Inspiration Workshop	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity
End of Program	Celebration Party	Celebration Party	Celebration Party

	CSI 7th-8th	**CSI 9th-10th**
Grades	Rising 7th-8th	Rising 9th-10th
Length	76 hours	100 hours
Curriculum	CSI curriculum using Micro:Bits	CSI curriculum
Teacher PD	24 hours PD Coaching	24 hours PD Coaching

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Classroom Mentor	College Mentor (1:3)	College Mentor (1:3)
STEM/Career Awareness	-STEM Inspiration Workshop	-Career Inspiration Workshop
End of Program	End of Class Celebration	End of Class Celebration

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Addendum II: Facilities and Support for the Elevate [Math] Programs

If in person, School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size of up to twenty (20) students for E[M] 3-5 and thirty-five (35) students for E[M] 6-10+.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and the internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

If remote, The school District agrees to ensure every student and teacher has Internet and access to a device capable of running Zoom and another program.

If in person, The School District agrees to provide access to the following classroom equipment:

- Class Set of mini-whiteboards *or* plastic sheet protectors filled white copy paper
    - *Note:* If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook
- Class Set of dry erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
    - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula**)
- Manipulatives (cm cubes, double-sided counters, etc)
- General Classroom Supplies, including:
    - Markers, pencils
    - Calculators, Rulers, scissors
    - Whiteout, blue tape, glue sticks
    - Paper clips, post-its
- Projector and/or Document Camera
- The following types of paper:
    - Colored Xerox paper (for small posters)
    - Construction paper (for larger posters)
    - Butcher paper
    - Patty paper (*8th grade only*)
- It is highly recommended that districts provide out-of-district teachers and College Mentors with a temporary district email/Google account. This enables teachers and students to access a shared Google Classroom. If districts are unable to do so, SVEF will create an @elevatemath.com for E[M] and @csi.svef.com for CSI domain that must be whitelisted by the district for use by students and the teacher.

SVEF agrees to provide the following classroom materials:

- End of program certificates

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For Elevate [Math]

- Flip chart paper (1 per class) if in person
- Program materials, including:
    - Elevate [Math] Curriculum
    - Pre- and post survey and assessments
    - Core FALs and card sorts
    - College Readiness Curriculum
- Elevate [Math] student swag and materials, including, but not limited to:
    - Elevate [Math] Notebooks
- Grade-specific program handouts for parents
- A Gift Card provided to each teacher for extra supplies (including, but not limited to, snacks & incentives) and in-lieu of pizza party reimbursement

For CSI class:

- Program materials, including but not limited to
    - CSI curriculum
    - Pre and post-survey and assessments
- Individually packed students kits for virtual program and teacher class kits for in person program.

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Addendum III: Guidelines for Teacher Selection; Responsibilities

School District may request SVEF contract teachers directly and facilitate payment for service. School District may select credentialed teachers appropriate for the Programs and who support Program goals. For E[M] the teachers should have strong math experience for the grade they will be teaching that summer. Teachers should complete SVEF's pre- and post-Program surveys to provide feedback in support of Program development.

If the School District cannot provide internal district teachers by February 28, 2021, SVEF will work with the School District to interview and hire teacher(s) from outside the School District.

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Addendum IV: SVEF Professional Development

All teachers participating in the Elevate [Math] will be required to participate in:

- professional development;
- PLCs (except Elevate [Math] Plus);
- Elevate [Math] coaching program (except Elevate [Math] Plus); and
- Elevate [Math] effectiveness studies.

All teachers participating in the CSI Program will be required to participate in:

- professional development;
- CSI coaching program; and
- CSI effectiveness studies.

Teachers who miss any of the required training will have their pay deducted to reflect the time missed.

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Addendum V: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] or CSI through assessments (MAC/MARS), math course placement patterns, and a variety of metrics.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math] and CSI uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math] and CSI share aggregated education data with funders.

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Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

Student Data Timeline

Student Data Timeline					
Task	**Request Date**	**Due Date**	**Data**	**E[M]**	**CSI**
School District sends target student list based on criteria outlined in Addenda	November	January	Student Name	x	x
			10-digit State ID	x	x
			Middle/High School	x	x
			Last SBAC Scaled Score for E[M]	x	
			Parent/Guardian Name	x	x
			Parent/Guardian Phone	x	x
			Parent/Guardian E-Mail	x	x
SVEF provides Program Results at debrief meeting	n/a	August	Program Attendance	x	x
			Program Assessment Results	x	x
			Program Survey Results (if available)	x	x
School District sends current and former students school grades and SBAC results *each year until graduation*	August	September	Missing 10-digit State ID	x	x
			I-ready or similar benchmark	x	
			SBAC Scaled Score (Grades 5-8, 11) for E[M]	x	
			Math Grades for E[M]	x	
			Middle/High School Attending	x	x

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Addendum VII: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data

Confidentiality:

A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.

B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

A. use the data collected for evaluation of the Programs Elevate [Math] and CSI

B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

C. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and

D. agree to provide a list of students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.

School District responsibilities:

School District shall:

A. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

B. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

C. agree to participate in data sharing for the course of the MOU.

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

6.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: April 16, 2021

Subject: Think Together Summer School 2020-2021

Staff Analysis: Think Together will provide in-person summer learning recovery for up to 300 - 1st through 5th grade students (150 at each of two school sites) for 4 hours per day over 20 program days. Think Together will assign 20 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 15 students (1:15), incorporating one floater per site to adhere to health guidelines. Think Together will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services.

Recommendation: Staff recommends the board approve the contract with Think Together for Summer School services for the 2020-2021 School Year. Cost of contract is $224,388.00.

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

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

To the Board of Trustees:

Meeting: May 13, 2021
Regular Board Meeting

Recommended Approval

6.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal (School/Dept.) VENDOR NO. 021410

PROGRAM MANAGER: Sandra Garcia

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

   Name of Individual/Company: Think Together

   Address: 560 Valley Way City: Milpitas State: CA Zip: 95035

   Phone: (408) 946-2727 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 15, 2021 end date July 16, 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:

   Think Together will provide in-person summer learning recovery for up to 300-1st through 5th grade students (150 at each of two school sites) for 4 hours per day over 20 program days. Think Together will assign 20 Program Leaders to deliver the services. Think Together will pay for all curricular materials, consumable supplies & personal protective equipment required to deliver the services.

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:** $224,388.00 (describe rate agreement) Not to Exceed $224,388.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7425-0-5815	00-1110-1000-	000010	360-7390	$224,388.00	summer school
						LL 4/29/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Union School District
And
Think Together, Inc.

The Memorandum of Understanding (MOU) that follows is a formal agreement between Alum Rock Union School District (herein referred to as ARUSD) and Think Together to provide summer learning recovery services in partnership with the ARUSD. The goal of Think Together programs is to provide the highest quality expanded learning programming to students within the ARUSD in an effort to help close the achievement gap.

It is agreed that Think Together will provide summer learning recovery services for up to 300 students (150 at each of two school sites), for four hours per day over 20 program days June 15 to July 16, 2021. Think Together will assign 20 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 15students (1:15), incorporating one "floater" per site to adhere to health guidelines. Each site will be supervised by a Site Coordinator (paid through the After School Education and Safety program grant), supported by a Site Assistant. Think Together will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services.

ARUSD shall pay to Think Together a fee of **$224,388** (TWO HUNDRED TWENTY-FOUR THOUSAND, THREE HUNDRED EIGHTY-EIGHT DOLLARS) to deliver the above described services. Think Together shall invoice ARUSD in two installments: one-half of the total amount upon execution of this MOU and one-half on June 1, 2021.

TERM
This MOU shall become effective immediately when signed by both parties and remain in effect until both parties have fulfilled all obligations of this MOU.

TERMINATION
Unless otherwise terminated as provided below, this MOU shall continue in force during the Term, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

If the ARUSD makes a good faith, reasonable determination that Think Together is in default of its obligations under this MOU, ARUSD must provide Think Together with a written request to cure the default. If the ARUSD reasonably believes that the default has not been cured within thirty (30) days of such written request to cure, then the ARUSD shall have the right to immediately terminate this MOU upon written notification to Think Together.

If at any time during the performance of this MOU the ARUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUSD shall have the right to terminate the performance of Think Together's services hereunder by giving thirty (30) days written notification to Think Together of its intention to terminate.

INDEMNIFICATION
Think Together shall indemnify, pay for the defense of, and hold harmless ARUSD and its officers, agents, and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and

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causes of actions of whatsoever kind, nature or sort which may be incurred by reason of Think Together's negligent or willful acts and/or omissions in rendering any services hereunder. Think Together shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning Think Together or any employee of Think Together and shall further indemnify, pay for the defense of, and hold harmless ARUSD of and from any such payment or liability arising out of or in any manner connected with Think Together's performance under this MOU.

The ARUSD shall indemnify, pay for the defense of, and hold harmless Think Together and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions, and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of the ARUSD's negligent or willful acts and/or omissions in relation to this MOU.

SUBCONTRACT AND ASSIGNMENT
Neither party shall assign its rights, duties, or privileges under this MOU, nor shall either party attempt to confer any of its rights, duties or privileges under this MOU on any third party, without the written consent of the other party.

INDEPENDENT CORPORATION STATUS
This MOU is by and between two independent entities and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.

CALIFORNIA LAW
This MOU shall be governed by and the rights, duties, and obligation of the parties shall be determined and enforced in accordance with the laws of the State of California.

AMENDMENT
This MOU may be amended only by written instrument signed by duly authorized representatives of the ARUSD and Think Together.

SEVERABILITY
The invalidity in whole or in part of any provision of this MOU shall not void or affect the validity of any other provision of this MOU.

IN WITNESS THEREOF, Think Together, Inc. and the Alum Rock Union School District have executed this Memorandum of Understanding as of the dates indicated below.

DocuSigned by:
Randy Barth
102A75AB4C4E45E...

Hilaria Bauer, Ph.,D.
Superintendent
Alum Rock Union School District

Randy Barth
CEO & Founder
Think Together, Inc

4/19/2021

Date

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San José, CA 95127
Office of Superintendent of Schools

6.06

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Verizon Wireless 4G Anytime-Anywhere Learning Initiative**

Staff Analysis: The district is currently benefiting from programs like the Verizon's digital promise and ATT hotspots provided by the City of San Jose to help provide Alum Rock students with free Internet at home. The district would like to also, have the option to participate in the agreement between Los Angeles Unified School District and Verizon Wireless, if the need arises.

Los Angeles Unified School District (LAUSD) and Verizon announced an agreement, Contract No. 4400007482 – Amendment 2, effective May 26, 2020. To provide Internet connectivity for all students who have no Internet connectivity at home. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted.

The agreement provides authorized customers the ability to piggyback from this contract and have the option to purchase the offered hotspot and unlimited data plan listed below. Authorized Customer is a public kindergarten through 12th grade school within the State of California and desires to purchase the following "ANYTIME-ANYWHERE LEARNING INITIATIVE DATA PLAN and EQUIPMENT OFFERING(S)" ("Data Plan") from Verizon Wireless.

- Verizon 900L Jetpack Device is available for $57.00 per device (SKU#: MHS900L).
- $10.00 Monthly Unlimited Domestic Data Allowance Plan

Recommendation: Staff recommends the board of trustees approve the District to utilize the LAUSD and Verizon agreement, No. 4400007482 – Amendment 2 and any extensions for the purchase of student hotspot devices with data plan, not to exceed the total of $275,000 for fiscal year 2021-22.

Prepared by: Avtar Gill Title: Chief Technology Officer

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

To the Board of Trustees: Meeting: May 13, 2021

Recommended Approval

6.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 017462

ITSS (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: Cellco Partnership DBA Verizon

Address: 2785 Mitchell Dr. City: Walnut Creek State: CA Zip: 94598

Phone: (925) 337-2590 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 6-01-2021 end date 6-30-2022

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

Purchase of student devices and data plan.
Verizon 900L Jetpacks or equivalent student hotspots and $10 monthly unlited domestic data plan using LAUSD and Verizon CONTRACT NO. 4400007482 – AMENDMENT 2

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:** $Not to exceed $275,000 for school year 2021-22

Describe other related costs: _____

BUDGET CODE: 060-7425-0-5815-00-1110-1000-000000-305-7390 _____ Accountant Initials 5/4/21

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5/4/2021

Director of Fiscal Services: _____ Date: 5/4/21

Asst. Supt., of Business Services: _____ Date: 5/4/21

Superintendent: _____ Date: _____

VERIZON WIRELESS LIMITED DISTANCE LEARNING
AUTHORIZED CUSTOMER AGREEMENT

This agreement ("Authorized Customer Agreement" or "Agreement") is made by and between Cellco Partnership d/b/a Verizon Wireless, on behalf of itself and those of its affiliates providing services under this agreement ("Verizon Wireless") and Alum Rock UNion School District, having its principal place of business at 2930 Gay Ave. San Jose, CA. 95127 ("Authorized Customer" or "Customer"), a qualifying California School.

Whereas Verizon and Authorized Customer have agreed to the sale of the negotiated "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S)" to Authorized Customer under the terms and conditions of this agreement.

NOW THEREFORE, in consideration of the mutual promises and conditions set forth herein, and intending to be legally bound, the Parties hereto agree as follows:

Definitions:

1. **Effective Date:** The date that this Agreement is signed by the last Party to sign below.
2. **Equipment:** Equipment necessary to provide the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN. Only the Equipment set forth in this Agreement is available for purchase from Verizon Wireless.
3. **Legal Notice:** A written communication given by one Party to the other that advises of a dispute under or termination of this Agreement, or that is otherwise required by this Agreement.
4. **Products and Services:** The plans, features, and products and services that Verizon Wireless will provide under this Agreement, as described in this Agreement.
5. **Wireless Service:** The "ANYTIME-ANYWHERE LEARNING INITIATIVE" data service and plan.

Term of Agreement: This Agreement term shall commence on the Effective Date. The term shall continue until the end of the COVID-19 Declaration of Emergency, as determined by the Governor of the State of California, or June 30, 2021, whichever occurs last. It is expressly understood and agreed that neither Party has any right or expectation of renewal beyond the term of this Agreement as stated above and that either Party may decide in its sole discretion to not renew this Agreement.

Purchases by Customer: The Special Provisions of Amendment 2 to Los Angeles Unified School District ("LAUSD") Contract No. 4400007482 – Amendment 2, effective May 26, 2020 negotiated rates for the "ANYTIME-ANYWHERE LEARNING INITIATIVE" DATA PLAN and EQUIPMENT OFFERING(S), and the rates may be made available to public kindergarten through 12th grade schools within the State of California ("CA Schools"), subject to the following. The Authorized Customer hereby agrees that it is separately and solely liable for all obligations and payments for Data Plan equipment and services provided under this Authorized Customer Agreement. LAUSD will not be responsible for payments for Data Plan services provided to any individual Authorized Customer under this Authorized Customer Agreement. Authorized Customer understands and agrees that it is only a beneficiary of the pricing under the LAUSD Agreement for the products and services described in this Agreement, and no other provision.

Purchases made under this Authorized Customer Agreement will only be used to support public kindergarten through 12th grade schools within the State of California. Verizon Wireless reserves the right to terminate this Authorized Customer Agreement if it is determined that the Authorized Customer does not qualify as a public kindergarten through 12th grade school within the State of California. Authorized Customer must provision the Data Plan with Mobile Device Management software to ensure CIPA Compliance.

In order for the Authorized Customer to benefit from pricing under the LAUSD Agreement, the Authorized Customer agrees to the disclosure of limited account information as part of the contractual reporting requirements to LAUSD.

Customer must provide to Verizon Wireless written notice of those individuals in Customer's agency that have legal authority to purchase Equipment, Wireless Service, and Products and Services under this Agreement (these are your "Points of Contact"). Unless Customer tells Verizon Wireless otherwise, these Points of Contact will have full authority to handle all matters related to this Agreement, including authorizing or blocking Customer's employees from purchasing particular Products and Services. The person signing this Agreement shall automatically be designated as a Point of Contact. Customer can designate a third party

to act as its Point of Contact as long as Customer signs Verizon Wireless's letter of agency naming the third party and indicating the scope of its authority.

Monthly Bills: Customer's billing and shipping addresses must be in Verizon Wireless's licensed service area. Verizon Wireless will bill Customer monthly, and Customer is responsible for paying all fees, charges, Taxes and Surcharges (as defined in the "Taxes; Surcharges; Exemptions" section below). Verizon Wireless generally bills monthly access fees and feature charges for the current month of service, and airtime overage and other usage charges in arrears.

Disputed Charges: Customer must dispute any charges within 180 days of the due date of the bill by giving Verizon Wireless written notice, including the date of the bill, the disputed amount, the reason for the dispute, and any supporting documentation. Verizon Wireless will make a good faith effort to reconcile the dispute within 60 days of the date of Customer's notice.

Payment Terms: Customer is required to pay undisputed charges within 30 days of the date of each bill.

Failure to Pay: If Customer fails either to make a payment on time or to dispute charges as required, Verizon Wireless may block Customer's use of the Product and Service or take action as set forth in the applicable Service Attachment.

Taxes; Surcharges; Exemptions: If Verizon Wireless is legally required to collect taxes, fees, assessments or other charges, or if a roaming partner charges a tax (each, a "Tax"), then Verizon Wireless will bill Customer for those Taxes. If Verizon Wireless incurs an expense to comply with legal or governmental requirements, or to provide or improve service to our customers (other than a net income tax), Verizon Wireless may bill a surcharge to recover or offset that expense (a "Surcharge"). Taxes and Surcharges may change from time to time. If Customer provides Verizon Wireless with an official Tax exemption certificate or with other evidence of exemption that Verizon Wireless finds acceptable, then Verizon Wireless will not collect Taxes covered by the exemption, except those charged by a roaming partner. If, however, Customer asks Verizon Wireless to apply an exemption and the exemption is later found not to apply, Customer will be responsible to pay the uncollected Tax, plus interest and any penalties, to the extent permitted by applicable law, regulations and/or ordinances. Verizon Wireless does not issue credits for Taxes billed before Verizon Wireless receives evidence of exemption.

LIMITATION OF DAMAGES: NEITHER PARTY, NOR ITS AGENTS OR VENDORS, SHALL BE LIABLE TO THE OTHER PARTY, ITS EMPLOYEES OR AGENTS FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST BUSINESS, OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE CLAIMED FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY OR OTHER THEORY, AND REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES UNLESS APPLICABLE LAW FORBIDS A WAIVER OF SUCH DAMAGES. UNLESS DIRECTLY CAUSED BY THE WILLFUL MISCONDUCT OF VERIZON WIRELESS, VERIZON WIRELESS SHALL NOT BE LIABLE TO CUSTOMER, ITS EMPLOYEES OR AGENTS FOR INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY (1) THE EQUIPMENT; (2) SOFTWARE OR APPLICATIONS ON OR USED WITH THE EQUIPMENT OR WITH WIRELESS SERVICE (OR THE USE OR LOSS OF USE THEREOF); (3) LOSS OF OR WRONGFUL ACCESS TO DATA STORED BY VERIZON WIRELESS; OR (4) ANY INTERRUPTION OF WIRELESS SERVICE. IN NO EVENT SHALL VERIZON WIRELESS OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR EQUIPMENT, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.

Confidentiality: DATA PLAN and EQUIPMENT pricing provided by Verizon Wireless will be kept 100% confidential and not released publicly in any manner unless otherwise required by law. Release of DATA PLAN and EQUPMENT pricing to CA Schools is exempt from this Confidentiality provision.

Assignment: Any assignment requires the Parties' prior written consent. The Parties agree that this Agreement shall be for the benefit of and binding on our respective successors and permitted assigns.

Force Majeure: Any failure by Verizon Wireless to perform shall be excused if caused by failure of a third-party wireless or telecommunications provider serving a particular area, power failure, national emergency, interference by any governmental agency, act of God, strike or other labor disturbance, fire, terrorism, riot, war, or any other cause beyond Verizon Wireless's reasonable control.

Notices: Verizon Wireless will provide notice of most issues related to Customer's use of the Equipment, Wireless Service or the Products and Services via mail or e-mail to Customer's Point of Contact, or via a message with Customer's monthly bill. Any Legal Notice required by this Agreement must be given in writing and delivered by registered or certified mail or express courier to the receiving Party's address and will be deemed effective upon delivery. Legal Notice, should be sent to the following addresses

If to Customer:
Customer
Contact Name:
Title:
Address
Address

If to Verizon:
Verizon Wireless
Director- Contract Mgmt., State & Local Government
10170 Junction Drive, Floor 02
Annapolis Junction, MD 20701

Governing Law; Venue; Jurisdiction: Both Parties agree that the laws of the State of California shall govern the validity, construction and performance of this Agreement.

Waiver; Severability; Survival: No provision of this Agreement shall be considered waived unless both Parties agree in writing to such waiver. Either Party's forbearance or delay in enforcing any right under this Agreement shall not be construed as a waiver of such right. If a court of competent jurisdiction holds any provision of this Agreement invalid, illegal or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Termination of this Agreement shall not affect either Party's accrued rights or obligations under this Agreement as they exist at the time of termination, or any rights or obligations that either expressly or by implication continue after this Agreement has ended.

Counterparts: Verizon Wireless and Customer can each execute a counterpart version of this Agreement. When delivered to the other Party, each shall be deemed to be an original and all versions together shall constitute one instrument. An electronic or facsimile copy of the executed Agreement shall be deemed, and shall have the same legal effect as, an original document.

Entire Agreement: The terms and conditions of this Agreement constitute the entire agreement between the Parties with respect to this subject matter. This Agreement, including any exhibits, schedules, and attachments, supersedes any and all prior agreements and understandings on the subject matter of this Agreement. There are no other oral or written understandings or agreements between the Parties relating to the subject matter of this Agreement. This Agreement shall not be amended or modified, including by a purchase order, unless both Parties agree in writing.

The undersigned is duly authorized by the Authorized Customer to designate the "Authorized Contacts" ("Exhibit C"), who are authorized to take action with respect to the account established with Verizon Wireless to purchase equipment, add lines of service, cancel lines of service, and make changes to the account that financially bind the Authorized Customer to the terms and conditions of this Authorized Customer Agreement.

SIGNATURES			
Each Party represents and warrants to the other that: (a) it is in good standing under the laws of the state of its incorporation or formation; (b) the execution, delivery and performance of this Agreement have been duly authorized by all necessary company action to the extent applicable; and (c) the person signing this Agreement on its behalf is duly authorized to bind it to this Agreement.			
Customer: Alum Rock Union School District		**Cellco Partnership d/b/a Verizon Wireless**	
Signature:	Date:	Signature:	Date:
Printed Name: Hilaria Bauer, Ph.D.		Printed Name:	
Title: Superintendent		Title:	

Exhibit A

DATA PLAN AND EQUIPMENT OFFERING(S)

DATA PLAN:

Custom 4G Unlimited Machine-to-Machine Plan – COVID 19 Distance Learning Government Liable Subscribers Only on Customer Provided Equipment The plan below reflects the monthly access charge and no additional discounts apply.	
Monthly Access Fee	**$10.00**
Domestic Data Allowance	Unlimited
NOTE: Coverage includes the Verizon Wireless 4G network. Data usage on this rate plan is not subject to speed reductions ("throttling") within a given billing cycle. However, in the event of network congestion data usage on a line may result in slightly slower download speeds relative to another user. To ensure users are able to maximize their high-speed data use for business/educational applications, video applications will stream at 480p. Only 4G LTE devices approved for use on Verizon Wireless' network can be activated on this plan. This plan is available until the Coronavirus (COVID-19) Pandemic National Emergency has been lifted. Customer Provided Equipment is limited to devices purchased directly through an Original Equipment Manufacturer or from Verizon Wireless as the cost designated in the Authorized Customer Agreement,	

EQUIPMENT OFFERING(S):

- Verizon 900L Jetpack Device is available for $57.00 per device (SKU#: MHS900L).

OPTIONAL OFFERING(S):

The following solution exhibits are Optional Offering(s). These solutions are recommended by Verizon to provide filtering, security, and compliance functionalities. Please work directly with your Verizon Account Manager for ordering and implementation.

- **Asavie Moda** is a network-based "all-in-one" web portal security and data management solution that enables organizations to easily and effectively manage security and productivity, along with rich reporting insights on all their mobile devices.

  The Asavie Moda solution extends the security provided by the customer's Mobile Device Management platform into the network by delivering real-time visibility, control and security of the data in transit for any mobile device.

Asavie Moda Government Customers Only The price below reflects the monthly access discounts. No additional discounts apply.					
Description	**SKU Name**	**Plan ID**	**Quantity**	**Annual**	**Monthly**
[1]Asavie Moda for MPN Gov Customers	ModaMPNG	677970 (Annual) 677971 (Monthly)	1-199	$80.92	$7.49
			200-499	$68.85	$6.38
			500-999	$60.75	$5.63
			1000-2499	$52.65	$4.88
			2500-9999	$48.60	$4.50
			10000+	$40.50	$3.75

Notes. Asavie Moda is an all-in-one web portal that is an easy to deploy security and data management solution for an entire mobile estate.

[1]Asavie Moda for MPN Gov Customers – ***Does*** require customers to use pricing and equipment in accordance with the Private Network terms and conditions as your contract allows.

Products shown or referenced are provided by Asavie Technologies, Inc. ("Asavie"), a Verizon Partner Program Member, which is solely responsible for the representations and the functionality, pricing and service agreements. Asavie can connect to several different systems including cloud based and server based applications. Customer may purchase Asavie licenses and services ("Asavie Services"), to be billed by Verizon Wireless, at the prices listed above. Verizon Wireless is not the licensor of the Asavie Services and makes no representations or warranties whatsoever, either express or implied, with respect to them. Asavie Services are manufactured by Asavie Technologies, Inc. Any license for Asavie Services must be obtained directly from Asavie either upon purchase or installation of the Asavie Services. Asavie Services

are subject to Asavie terms and conditions and can be viewed here: https://support.moda.us.asavie.com/About/eulagreement-government.htm. Verizon Wireless will direct Asavie to fulfill Customer's Asavie Services order. Customer support for Asavie Services must be obtained directly from Asavie Technologies, Inc. If Verizon Wireless in its sole discretion determines that an inquiry from a subscriber is related to Asavie Services and is not one concerning Equipment or Wireless Service, it may transfer the service request to appropriate Asavie representatives.

- **Verizon Wireless Private Network (Private Network)** is a comprehensive solution that joins wireless devices to the organization's internal IP network using a dedicated connection that isolates data from the public Internet. It extends a corporate IP network to wireless devices, while enabling your IT department to maintain the control and manageability that it needs. With Private Network, organizations can take charge of their evolving networks by:

  Avoiding the exposure of wireless devices and internal networks to the inherent risks of solicited public Internet traffic.

  - Controlling which wireless devices can connect to the network.
  - Controlling which network resources the wireless devices and machines can access.
  - Leveraging the convenience of mobility and wireless technologies to introduce new opportunities.

  With Private Network, organizations can add devices to their own internal networks, with their own IP addressing, to be managed by their own support personnel. This empowers them to make wireless solutions part of their infrastructure and extend their core-computing networks farther, faster and easier. Private Network is also compatible with Verizon Mobile Device Manager. And organizations can be confident knowing that their Private Network is backed by the coverage, speed and reliability of Verizon. We can help organizations make the most of wireless communications to securely and cost-effectively power their networks.

Private Network/Dynamic Mobile Network Routing (DMNR)/Service Based Access(SBA) Static IP – Isolated Pool w/Fixed End System (FES) [Internet Restricted]				
The Account Set-Up Fees below reflect any applicable discount. No additional discounts apply.				
Mobile Broadband and metered data plans or features only				
Configuration	**Cost**			
Per Account FES Connect Set-Up (One time fee)	$1500.00			
	Private Network Only	**Private Network with DMNR**	**Private Network with SBA**	**Static IP Only**
Per Account Level Set-Up (One time fee)	Waived	$250.00	$250.00	Waived
DMNR or SBA (Per build)	$250.00 (Adding to existing Private Network Only)			

Note: Set-Up fees apply to new Private Network/DMNR/SBA builds (Verizon Home Agent Portal (VHAP)). This applies to New Private Networks built as Standard, Parent or Child. Subscribers that are placed into this pool will be limited to utilizing the Verizon Wireless Network for transport to and from their FES connections to the Verizon Wireless Network. Static IP addresses will be available on remote access, Mobile Broadband and Unlimited metered data plans or features only. Fees may not apply in certain VPN environments. Fees are per account level (regardless of the number of IPs ordered) selecting Static IP, and may apply in addition to $1500.00 Connect Fee in certain configurations. Does not include MPLS.

Static IP: Fees are per account level (regardless of the number of IPs ordered). Static IP addresses will be available on remote access, Mobile Broadband and metered data plans or features only. Static IP addresses may be reserved and should be assigned to the mobile numbers within 90 days. De-activated Static IP addresses will go into an "ageing pool" for 24 hours. After 24 hours, these Static IP addresses will be returned to reserved status for the account. Reserved Static IP addresses will be shown at the account level and can be viewed from the billing system. Feature activations will be stored in the "data warehouse" database along with the Static IP Address for reporting. A Static IP address is associated with the device's MDN (Mobile Dialing Number). Each time the subscriber initiates a data session the Static IP address that is associated with their MDN is assigned to their device for each session. Subscribers completing an ESN (Electronic Serial Number) change will retain their Static IP address.

Eligible 3G/4G data service: Mobile Broadband, Mobile Broadband Wireless Router, Telemetry (M2M), Wireless Email, or usage-based Megabyte pricing. DMNR and SBA are optional features that can co-exist on a Customer's Private Network profile.

Confidential & Proprietary Information. Not for disclosure without prior written approval from both parties

Exhibit B
WIRELESS SERVICE ATTACHMENT

This Wireless Service Attachment to the Agreement (the "Wireless Service Attachment") sets forth additional terms and conditions specific to Wireless Services to be provided by Verizon Wireless to Customer hereunder, and is made part of the Agreement. Any capitalized but undefined terms used in this Wireless Service Attachment shall have the meanings given such terms in the Agreement.

Customer and Verizon Wireless agree that: (i) except to the extent expressly provided otherwise in this Wireless Service Attachment, all of the terms and definitions of the Agreement are applicable to Customer's use of the Wireless Service and are incorporated by reference into this Wireless Service Attachment and into any related exhibit, attachment, or schedule, and (ii) the Parties do not intend to modify the terms and conditions of the Agreement except as applicable to the Wireless Services hereunder.

1. **Definitions:** The definitions in the Authorized Customer Agreement are incorporated herein by reference.

2. **Line Term and Termination**

   2.1. **Failure to Pay:** If Customer fails either to make a payment on time or to dispute charges as required under the Agreement, Verizon Wireless may upon notice suspend or terminate Wireless Service to some or all of Customer's M2M Lines or deny any new line activations.

   2.2. **Termination of Agreement:** Verizon Wireless may at its sole discretion continue to provide Wireless Service to any M2M Lines still active after the Agreement has been terminated, but Verizon Wireless may remove any custom Products and Services, and other benefits of the Agreement. Any continuation of Wireless Service is subject to the terms and conditions of the Agreement and any Attachments on a month-to-month basis until such Wireless Service is terminated by providing the other Party with 30 days' prior Legal Notice

3. **Rates and Charges:** The rates and charges, the, data (including M2M service) and messaging allowances, and the Wireless Service coverage area for each M2M Line are determined by the Products and Services that Customer selects for each line. Verizon Wireless may offer Customer custom Products and Services, the terms and conditions of which are described in the Agreement. Some Products and Services may have restrictions on the type of Equipment that can be used with them. Unless Customer directs Verizon Wireless to switch the plan or feature, Verizon Wireless will not change the monthly access fees, or the non-promotional voice, data, and messaging allowances during the Line Term. Verizon Wireless may, however with 30 days' prior written notice, change rates, charges and fees, such as charges for options, features, and applications. If a line of Wireless Service is no longer under a Line Term, or if Customer changes or upgrades Equipment, or assumes liability for another line of Wireless Service, Customer will have to change to current Products and Services for that line. It may take us up to 90 days to implement this Agreement.

4. **Equipment**

   4.1. **Equipment Purchased from Verizon Wireless:** Customer may purchase Equipment from Verizon Wireless at a discount, subject to the requirements for such discount. Equipment and accessories cannot be purchased at discounted prices for the purpose of resale. Customer must activate any discounted Equipment on Verizon Wireless's network within 30 days of receipt Inappropriate reselling of discounted Equipment or accessories is considered a breach of the Agreement and this Attachment.. Violation of this section may, in the sole discretion of Verizon Wireless, result in the (a) limitation or discontinuance of the sale of Equipment at a discount; (b) termination of M2M Lines; (c) termination of the Agreement upon Legal Notice; (d) charging of the difference between the discounted price Customer paid and the full retail price of the Equipment; and (e) pursuit of such other legal or equitable remedies.

   4.2. **Shipping; Risk of Loss; Acceptance:** Title and risk of loss pass to Customer, and acceptance occurs, when Customer receives the Equipment at the address designated on an order. Verizon Wireless may charge Customer for shipping. Verizon Wireless will ship Equipment to Customer within five business days of receipt of an order, subject to availability. Customer may exchange any Equipment or return it for a refund within 30 days from acceptance.

   4.3. **Equipment Purchased from Third Parties:** Customer may activate Equipment that Customer purchases from third parties, but those Equipment must be on Verizon Wireless's approved Equipment list when Customer activates them.

Third parties establish their own legal terms for the sale of Equipment, and Verizon Wireless has no control over their charges, terms or return policies. Verizon Wireless is not responsible for any claims related to such third-party Equipment or Customer's use of them. Equipment that Verizon Wireless has not approved may cause transmissions to fail, be blocked or misrouted, may use Wireless Service in a manner Customer does not intend, and may attempt to continue to register on Verizon Wireless's network after termination. Such activities may result in additional charges for which Customer will be responsible.

4.4. **Lost or Stolen Equipment:** If Customer loses Equipment or it is stolen, Customer may request that Verizon Wireless suspend service and billing to the affected M2M Line for up to 30 days. Until a suspension begins, Customer is still responsible for charges. After the suspension ends, service and billing for the line will resume. The time of any suspension will not count toward satisfying the Line Term.

5. **Wireless Service Availability:** Wireless Service uses radio technologies and is subject to transmission and service area limitations, interruptions, and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, the Equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting operation. Wireless Service is only available within each applicable plan coverage area, within the operating range of the wireless systems, and with Equipment that is approved to operate on Verizon Wireless's network. In some areas, Wireless Service may be provided by a third-party roaming carrier. Customer must activate Equipment within the areas served by Verizon Wireless's owned and operated network. Verizon Wireless reserves the right to terminate any M2M Lines that roam permanently on a third-party carrier's network. Customer's lines that are in a fixed location must always be within the areas served by our owned and operated network.

6. **Use of Wireless Service and Equipment; MTNs; SIMs:** In order to protect Verizon Wireless's network, operations, and other customers, Verizon Wireless may suspend or terminate service to affected lines, deny activation of new lines or, upon Legal Notice, may terminate the Agreement, if Customer uses the Wireless Service or Equipment (a) in an illegal manner (including "spamming" or other abusive messaging); (b) in a manner prohibited by the applicable Products or Services; or (c) in a manner that has an adverse impact on our network, operations or customers. Customer shall be solely responsible for the use of the Wireless Service to transmit, receive, store or process its data in compliance with applicable law and regulations. Verizon Wireless provides applications that involve the storage of information which are not designed or intended for use with protected health information ("PHI"), as defined by the Health Insurance Portability and Accountability Act of 1996, as amended; therefore, they must not be used to create, store, transmit or receive PHI. Verizon Wireless will assign one mobile telephone number ("MTN") to each line. Customer can port a MTN to another carrier, but Customer does not have any property right in the MTN. Verizon Wireless may change, reassign or eliminate a MTN upon reasonable notice to Customer under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements. If the Equipment requires a Subscriber Identity Module ("SIM") card provided by Verizon Wireless, Verizon Wireless owns any intellectual property or software on the SIM card at the time of delivery.

7. **No Reselling or Purchases by Third Parties:** Unless Verizon Wireless agrees in writing, Customer cannot resell the Products and Services, or Wireless Service or bundle the Wireless Service with or embed it into products or services that Customer provides to its own customers or to any third parties. No third party, including Customer's agents, contractors, vendors, distributors, franchisees or contract employees, is permitted to purchase Equipment, Wireless Service, or Products and Services under this Agreement. Verizon Wireless may terminate Customer's M2M Lines and, upon Legal Notice, may terminate this Agreement and pursue any other available remedies if Customer violates this section.

8. **DISCLAIMER OF WARRANTIES:** VERIZON WIRELESS IS NOT THE MANUFACTURER OF THE EQUIPMENT AND MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, MERCHANTABILITY, CONDITION, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE EQUIPMENT. WITH RESPECT TO VERIZON WIRELESS, CUSTOMER PURCHASES THE EQUIPMENT "AS IS." EQUIPMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO CUSTOMER BY THE EQUIPMENT MANUFACTURER.

Exhibit C
AUTHORIZED CONTACTS LIST

Customer FEIN Number: _____

Verizon Wireless Sales Representative Name/Phone/GID: _____

Authorized Contact Name	Authorized Contact Title	Authorized Contact Phone	Authorized Contact Email
Kolvira Chheng	Assistant Supt. of Business Services	408-928-6847	kolvira.chheng@arusd.org
Avtar Gill	CTO	408-928-6910	avtar.gill@arusd.org
Jose Chavez	Network & Systems Sup.	408-928-6911	jchavez@arusd.org

Confidential & Proprietary Information. Not for disclosure without prior written approval from both parties

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: April 30, 2021

To the Board of Trustees:

Subject: **2019/2020 Annual Performance and Financial Audit of General Obligation Bonds Report**

Staff Analysis: Every year the district hires an independent auditor to review our financial activities for Measure J General Obligation Bond funds for period ending June 30, 2020. Our auditor is Crowe, LLP. A representative from the firm will present the report to the Board.

Recommendation: Staff recommends approval of the 2019/2020 Annual Performance and Financial Audit of General Obligation Bonds Report.

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

To the Board of Trustees:

Recommend Approval

7.01
Agenda Placement

Meeting: May 13, 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
2930 Gay Avenue, San Jose, CA 95127

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 3, 2021

Subject: **Report on COVID – 19 Funds and Expenditures**

INFORMATION ONLY

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

To the Board of Trustees: Meeting: May 13, 2021
Regular Board Meeting

INFORMATION ONLY

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION 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: **Resignations (Information Only).**

Staff Analysis:

Pursuant to Board Policy 4117.2, the Superintendent or her designee has accepted the following resignations.

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

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

8.01

Agenda Placement

Meeting: May 13, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 13, 2021

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1. Albert, Samantha	Paraeducator Special Education/Renaissance II	04/16/2021
2. Rojas, Esther	Paraeducator Special Education I & Campus Paraeducator/Cureton	04/01/2021
3. Marquez, Rosalinda	Community Liaison/Dorsa	04/27/2021
4. Villalobos, Lesly Gonzalez	Paraeducator Special Education II & Campus Paraeducator/Linda Vista	04/01/2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 13, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Carter, Anneliese	1 Bilingual Spanish/Adelante Academy I	06/08/2021
2.	Herrera, Alejandro	Language Arts/George Middle School	06/08/2021
3.	Manley, Helena	5/Dorsa Elementary	06/08/2021

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: **Approve Declaration of Need For Fully Qualified Educators for 2021/2022**

Staff Analysis:

This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators. The Declaration will ease the paperwork previously required for each individual statement of need, and instead provide a single statement to be submitted annually to the Commission on Teacher Credentialing.

Recommendation:

District administration is recommending that the Board of Trustees declare the need for fully qualified educators.

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

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

8.02

Agenda Placement

Meeting: May 13, 2021
Regular Board Meeting

Hilarija Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2021-22

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT

Name of District: Alum Rock Union Elementary School District District CDS Code: 69369

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board of the school district specified above adopted a declaration at a regularly scheduled public meeting held on 05 / 13 / 2021 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2022.

Submitted by (Superintendent, Board Secretary, or Designee):

Hilaria Bauer, Ph.D.		Superintendent
Name	*Signature*	*Title*
408 928-6416	408 928-6805	05/13/2021
Fax Number	*Telephone Number*	*Date*

2930 Gay Avenue, San Jose, CA 95127
Mailing Address

hilaria.bauer@arusd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY OR NONPUBLIC SCHOOL OR AGENCY

Name of County Santa Clara County CDS Code 43

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

► ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

► *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	15
List target language(s) for bilingual authorization: Spanish, Vietnamese	
Resource Specialist	5
Teacher Librarian Services	

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	20
Single Subject	15
Special Education	25
TOTAL	60

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to **www.cde.ca.gov** for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? Yes (●) No ( )

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? Yes (●) No ( )

If yes, how many interns do you expect to have this year? 15

If yes, list each college or university with which you participate in an internship program.

San Jose State University, National University, Loyola Marymount University, Santa Clara University

If no, explain why you do not participate in an internship program.

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

9.01

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:**

- **April 15, 2021, Regular Board Meeting**
- **April 29, 2021, Special Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: May 13, 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, April 15, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #15-20/21

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera welcomed everyone in the audience. President Corina Herrera-Loera called the Board Meeting to order at 5:30 p.m. followed by Roll Call.

Board Members Present:

Corina Herrera-Loera	President
Andrés Quintero	Vice-President
Ernesto Bejarano	Clerk
Linda Chavez	Member
Minh Pham	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 Corina Herrera-Loera said there is a quorum.

1.02 Discussion And/Or Modification(s) of the Agenda

Superintendent Bauer asked that item 6.01 be tabled.

2. Special Presentation

2.01 Racial Equity Committee Presentation

Principal, Anna Nguyen, and VAPA Music Teacher, Veronica Talton gave a Racial Equity Committee Presentation.

Clerk Ernesto Bejarano thanked Ms. Nguyen and Ms. Talton for their work. He asked what were the denominator numbers of the population.

Anna Nguyen replied that they take into consideration the smaller groups.

Vice-President Andrés Quintero thanked Ms. Nguyen and Ms. Talton for their presentation.

Member Minh Pham said he wanted to commend Ms. Nguyen and Ms. Talton for their presentation. He said he was surprised by the responses from students.

President Corina Herrera-Loera thanked Ms. Nguyen and Ms. Talton for their presentation. She thanked them for their work.

Member Linda Chavez said she would like to listen to both negative and positive comments from students.

2.02 Local Control Accountability Plan (LCAP)-Initial Findings Presentation

Director, Sandra Garcia, gave a PowerPoint presentation regarding the Local Control Accountability Plan.

Public Comments:

1) Adriane Vane said she is a teacher at Joseph George Middle School. She commented she did not like that the district had the MOU done at the last minute with the teachers.

2) Brenda Zendejas thanked Sandra Garcia and her entire team for all the work they did.

2. Special Presentation *(continued)*

Public Comments:

3) Shawn Swiess said he was pleased with the presentation. He said there are a lot of great ideas.

Member Minh Pham thanked Sandra Garcia for the presentation. He said the LCAP serves students and their families.

Clerk Ernesto Bejarano spoke about the reality of bullying and cyber bullying.

Vice-President Andrés Quintero thanked Sandra Garcia for all the work she did in the report.

President Corina Herrera-Loera said she wanted to point out how parents are concerned about safety. She asked Sandra Garcia if there would be a way to go beyond the survey to address their safety concerns.

Member Linda Chavez said Sandra Garcia did an excellent job on the report of the LCAP. She said she would like to know why parents feel fear.

3. Public Members Who Wish To Address The Board

3.01 Requests to Address the Board

Public Comments:

1) Michael Poling said he is a teacher at Joseph George Middle School. He said he was unhappy with how long it took to reach an agreement with teachers.

2) Danielle Amboroso said the teachers will not be doing last-minute contracts.

3) Brenda Zendejas said she wanted to thank the Linda Vista Elementary staff for all the work they do.

4) Adriane Vane said she felt disrespected for having an agreement last minute.

5) Teodolinda Mendoza said she had emailed the Board and had only received a response from Member Linda Chavez.

6) Kathy Lowey said she is a teacher at Sheppard Middle School. She said she cannot return to school and teach because she would be putting her family at risk.

3. Public Members Who Wish To Address The Board *(continued)*

7) Sandra Rivera said she is a teacher at Chavez Elementary. She commented she received a note from her doctor because her blood pressure was high.

8) Shawn Swiess thanked the Board for listening to the public.

9) Michael Poling said he had anxiety and stress because of the poor communication.

10) Jessica Livoti said she is an AREA representative at Linda Vista Elementary. She said a lot of teachers want to leave the district because the district has not reached an agreement with AREA.

11) Veronica said her children's teachers have been amazing.

12) Celly Lara said she is an essential worker. She said she appreciates all the teachers.

4. Comments and Communications

4.02 Teamsters

There were no representatives from Teamsters at this time.

4.03 California School Employee's Association (CSEA)

CSEA President Sharon Fontaine said these have been trying times, especially for the paraeducators. She thanked Assistant Superintendent Moran for all he has done.

4.04 Alum Rock Educator's Association (AREA)

AREA President Jocelyn Merz said that the AREA teachers that will be speaking tonight did not plan out what they will be saying. She encourages the district to not wait until the last minute to reach an agreement with AREA.

4.01 Alum Rock Administrator's Association (ARAA)

Principal Jonathan Natividad at Hubbard said he is excited to have families back.

4. Comments and Communications *(continued)*

4.05 Superintendent

Superintendent Bauer said she respects everyone's comments. She said it has been a goal of the district to collaborate and come to an agreement. She thanked all the teachers. She thanked the classified staff.

4.06 Board of Trustees/Communications/ Comments

Member Minh Pham congratulated Superintendent Bauer and her staff for the grant received from First Five. He commented that he heard the concerns of the teachers. He said he replied to many emails.

Vice-President Andrés Quintero thanked Jolene Smith from First Five for the grant given to the district. He said the State of California said it was safe to reopen schools. He asked that the administration bring back a report regarding the COVID funds received by the district.

Clerk Ernesto Bejarano said the Board received many emails. He commented that there is a process that needs to be followed during negotiations. He said he wanted the process to continue without him getting involved. He thanked both AREA and Alum Rock's negotiating team for all their work.

Member Linda Chavez said she heard the public comments made. She said parents want a better education for their children. She commented that she has been asking for a Budget meeting because it is necessary. She thanked Jolene Smith from First Five for the grant given to Alum Rock.

President Corina Herrera-Loera said it was hard to be the Board President during these times. She mentioned that the Alum Rock community has been affected by COVID-19 the hardest. She said she looks forward to the day when all children return to school. She thanked the Supervisor of the County of Santa Clara, Cindy Chavez, for the press conference regarding the reopening of schools.

5. Superintendent/ Board Business

5.01 Facilities Repurposing Advisory Committee Update

Assistant Superintendent Sanchez gave a brief report update regarding the Facilities Repurposing Advisory Committee.

5. Superintendent/ Board Business *(continued)*

Public Comments:

1) Flor De Leon said she has been attending the meetings because she feels they are important. She said she never heard the parents saying they want any schools to close.

2) Adrianne Vane said the community needs to stay together and the way to do that is to build a daycare.

Clerk Ernesto Bejarano thanked the committee for the work it has done. He said he sees the challenges there are to make a decision. He said that the Board will consider the recommendations made by the committee.

Member Minh Pham thanked Assistant Superintendent Sanchez and the committee for all their work. He said the Board is working to make sure there is minimal impact on the decision they make.

Vice-President Andrés Quintero thanked the committee for all their work. He said AREA President Jocelyn Merz made great recommendations.

President Corina Herrera-Loera said she has heard some recommendations made by the committee members. She asked Assistant Superintendent Sanchez what recommendations were made by the committee.

Assistant Superintendent Sanchez replied that there have not been any recommendations. He said the committee has made suggestions.

President Corina Herrera-Loera said that she would like to have the committee's recommendations made by next week in order for the Board to decide.

Superintendent Bauer said there needs to be a recommendation made in order to bring it to the Board. She said there needs to be a saving plan presented to the Santa Clara County Office of Education.

Member Linda Chavez said she encourages the Board to see all the meetings the committee has had. She asked that there be a Budget Committee Meeting because she feels this will help facilitate the decision of the committee.

Superintendent Bauer said she asked Counsel Rogelio Ruiz if there could be one Board member facilitating the Budget meeting and he replied it needs to be two Board members.

5. Superintendent/ Board Business *(continued)*

5.02 Approve Resolution # 39-20/21 Opposing the Use and Sale of E-cigarettes and Electronic Vaping Devices

Vice-President Andrés Quintero presented and read the resolution.

MOTION #01-15 by Member Member Minh Pham to approve Action Item 5.02 as presented. MOTION #01-15 was seconded by Vice-President Andrés Quintero.

Clerk Ernesto Bejarano said he will be supporting this item.

Member Minh Pham thanked Vice-President Andrés Quintero for bringing this item.

President Corina Herrera-Loera thanked Vice-President Andrés Quintero for bringing this item.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

5.03 2021 Run-Off Ballot for CSBA Delegate Assembly – Deadline is April 30, 2021. The Board may vote for no more than 2 candidates as indicated on the ballot. Delegates will serve two-year terms that will end March 31, 2023. Ballots must be postmarked by the U.S. Post Office on or before Friday, April 30, 2021.

MOTION #02-15 by Clerk Ernesto Bejarano for the nomination of Vice-President Andrés Quintero solely. MOTION #02-14 was seconded by President Corina Herrera-Loera.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera Absent: Member Linda Chavez.
Vote: 4/1; Motion Carries

President Corina Herrera-Loera recessed for five minutes.

6. Business Services

6.02 Approve 2019/2020 Annual Financial Audit Report

Charles Raibley from Crowe gave a PowerPoint presentation regarding the Annual Financial Audit Report.

6. Business Services *(continued)*

MOTION #03-15 by Member Minh Pham to approve Action Item 6.02 as presented. MOTION #03-15 was seconded by Member Linda Chavez.

Member Minh Pham said that the district is making progress. He thanked Assistant Superintendent Chheng and his team.

President Corina Herrera-Loera thanked Assistant Superintendent Chheng for his leadership.

Clerk Ernesto Bejarano commented this is a favorable report and asked Charles Raibley if there was anything that stood out to him during his audit.

Charles Raibley replied that there was nothing that stood out to him.

Member Linda Chavez said she looked forward to seeing a list of best practices.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

6.03 Report on District Credit Card Policy and Usage

Assistant Superintendent Chheng spoke about the credit card policy. He said the statements are from 2020/2021 school year.

Public Comments:

1) Brenda Zendejas thanked the Board for providing the credit card statements. She asked if the district has certain vendors that they use.

2) Paul Soto said he is a long-term resident. He said it was important for the community to challenge the Board at any time.

Member Linda Chavez said she would like to meet with Assistant Superintendent Chheng to ask questions.

Clerk Ernesto Bejarano asked if the credit card limitations were included in the audit.

Assistant Superintendent Chheng replied that they do audit the credit cards.

Vice-President Andrés Quintero thanked the individuals that expressed interest in the finances of the district. He said he encourages individuals to also look at charter schools since they are operated by public funds.

6. Business Services *(continued)*

Assistant Superintendent Chheng said the issue that was raised by FCMAT was the credit card limits.

MOTION #04-15 by Vice-President Andrés Quintero to extend the Board meeting until midnight. MOTION #04-15 was seconded by Member Linda Chavez.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

Member Linda Chavez said the FCMAT report questioned the high use of the district credit card. She said if everyone looks at page twenty-four of the report, it will say why they questioned it.

Vice-President Andrés Quintero asked Member Linda Chavez what the report says.

Clerk Ernesto Bejarano said he looked at the FCMAT report on page twenty-four and saw nothing.

Member Minh Pham said he also looked at the FCMAT report and saw nothing. He asked that Member Linda Chavez to do her homework before making statements.

7. Instructional Services

7.01 Approve Resolution No. 36-20/21; Asian American and Pacific Islander Heritage Month.

MOTION #05-15 by Member Minh Pham to approve Action Item 7.01 as presented. MOTION #05-15 was seconded by Member Linda Chavez.

President Corina Herrera-Loera read the resolution.

Public Comments:

1) Paul Soto said Chinese Asians found a safe space here in the State of California. He said crimes start in the classrooms.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

7. **Instructional Services** *(continued)*

7.02 Approve Resolution No. 37-20/21; Cinco de Mayo Week; May 3-7, 2021.

MOTION #06-15 by Clerk Ernesto Bejarano to approve Action Item 7.02 as presented. MOTION #06-15 was seconded by Member Linda Chavez.

Vice-President Andrés Quintero spoke about the history behind Cinco de Mayo.

Public Comments:

1) Brenda Zendejas said she identifies herself as Latina not Hispanic.

2) Paul Soto said Cinco de Mayo is a celebration.

Clerk Ernesto Bejarano said he does not feel that Hispanic captures the sentiment of the resolution. He asked that the word Hispanic to be changed to Mexican in the resolution.

Member Linda Chavez said she also would like to have it changed to Mexican.

President Corina Herrera-Loera said the changes to be made are on the third and fourth paragraphs of the resolution.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera. Vote: 5/0; Motion Carries

7.03 Approve Resolution No. 38-20/21; National Teacher Appreciation Week; May 3 –May 7, 2021.

MOTION #07-15 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #07-15 was seconded by Member Minh Pham.

Public Comments:

1) Paul Soto said his mother was a teacher. He said he applauds the teachers.

2) Brenda Zendejas said the teachers deserve appreciation. She said it should be a month, not just a week.

Member Linda Chavez said she would like to have teacher appreciation for an entire month.

Vice-President Andrés Quintero said he appreciates all the teachers. He said he had the best education at Alum Rock School District.

7. Instructional Services *(continued)*

Member Minh Pham said teachers change lives.

AMENDED MOTION #07-15 by Member Linda Chavez to approve National Teacher Appreciation for a month. MOTION #07-15 was seconded by Member Minh Pham.

Vice-President Andrés Quintero said this resolution is statewide. He said the district is joining the efforts. He said he would like to discourage the Board from changing the resolution.

Member Minh Pham said he would like to withdraw his second on the motion.

President Corina Herrera-Loera said the Board will go back to the original motion made.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

7.04 Approve Quarterly Report on Williams Uniform Complaints.

MOTION #08-15 by Clerk Ernesto Bejarano to approve Action Item 7.04 as presented. MOTION #08-15 was seconded by Vice-President Andrés Quintero.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

8. Human Resources

8.01 Resignations

8.02 Approve Resolution # 40-20/21 Classified School Employees Week, May 16-22, 2021.

MOTION #09-15 by Vice-President Andrés Quintero to approve Action Item 8.02 as presented. MOTION #09-15 was seconded by Member Minh Pham.

Public Comments:

1) Brenda Zendejas thanked the Board for bringing this resolution. She thanked CSEA employees for all the work they do.

2) Sharon Fontaine thanked the Board for putting this item on the agenda. She said classified employees week is set up by the state association and the week cannot be altered.

8. Human Resources *(continued)*

Member Linda Chavez said she would like to suggest having an appreciation month for both classified staff and teachers.

Vice-President Andrés Quintero said he is in support of the resolution. He said classified staff are essential.

Member Minh Pham said he is in support of the resolution. He commented that teachers and staff are the individuals behind the curtain.

Clerk Ernesto Bejarano said teachers are the district's heroes and the classified staff are the unsung heroes.

President Corina Herrera-Loera said classified staff are the ones who do extra for students and, at times, save lives at school.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

8.03 Approve New Teamsters Position and Job Description – Landscape Maintenance Worker IV

MOTION #10-15 by Clerk Ernesto Bejarano to approve Action Item 8.03 as presented.
MOTION #10-15 was seconded by Member Minh Pham.

Public Comments:

1) Brenda Zendejas said she supports the position at hand. She said landscape work is in dire need at the schools.

Member Linda Chavez said she supports the item. She said she has a question on the job description regarding the term offsite.

Superintendent Bauer said the language has been negotiated with Teamsters.

Assistant Superintendent Moran said when it states offsite, it does not mean it is not the property of the district. He said it could be a curbside not directly on the site.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

9. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, and 9.08.***

- ***Agenda Item 9.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 9.03*** *Approve Funding Activities.*
- ***Agenda Item 9.04*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 9.05*** *Approve Santa Clara County Treasury Investment Portfolio Status.*
- ***Agenda Item 9.06*** *Approve Wi-Fi Secure Onboarding Services.*
- ***Agenda Item 9.07*** *Approve Contracts for Professional Services-Firms/Organizations.*
- ***Agenda Item 9.08*** *Approve/Ratify Notices of Employment and Changes of Status/April 15, 2021/Human Resources Department.*

Clerk Ernesto Bejarano asked to pull item 9.09.

Member Linda Chavez asked to pull Item 9.09, specifically the March 11, 2021 meeting minutes.

MOTION #11-15 by Member Minh Pham to approve Agenda Items 9.01, 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, and 9.08 as presented. MOTION #11-15 was seconded by President Corina Herrera-Loera.

Member Linda Chavez asked to pull item 9.01.

AMENDED MOTION #11-15 by Member Minh Pham to approve Agenda Items 9.02, 9.03, 9.04, 9.05, 9.06, 9.07, and 9.08 as presented. MOTION #11-15 was seconded by President Corina Herrera-Loera.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

> **9.01 Approve Board Meetings Minutes for the following dates: (1) March 6, 2021, Special Board Meeting (2) March 11, 2021, Regular Board Meeting, (3) March 23, 2021, Special Board Meeting, and (4) March 30, 2021, Special Board Meeting.**

Member Linda Chavez said on March 11, 2021, she would like edits on page fifteen to add racist against Mexicans.

Clerk Ernesto Bejarano said Counsel Rogelio Ruiz said the minutes are general information not detailed. He said he would like confirmation from Counsel Rogelio Ruiz.

9. CONSENT CALENDAR *(continued)*

Vice-President Andrés Quintero said Counsel Rogelio Ruiz had already spoken to the Board that the minutes are not like a court reporter report.

MOTION #12-15 by Member Linda Chavez for counsel to review and bring back the minutes of March 11, 2021.

Clerk Ernesto Bejarano said he will not be supporting the motion on the floor.

President Corina Herrera-Loera said there is no second for the motion on the floor.

MOTION #13-15 by Clerk Ernesto Bejarano to approve Action Item 9.01 as presented. MOTION #13-15 was seconded by President Corina Herrera-Loera.

Roll call vote: Ayes: Vice-President Andrés Quintero, Clerk Ernesto Bejarano, Member Minh Pham, and President Corina Herrera-Loera. Noes: Member Linda Chavez.
Vote: 4/1; Motion Carries

9.09 Approve/Ratify Notices of Employment and Changes of Status/April 15, 2021/Human Resources Department.

Clerk Ernesto Bejarano thanked Mr. Greg Kellerman and Ms. Linda Templeman who recently retired and were a part of Sheppard Middle School.

MOTION #14-15 by Clerk Ernesto Bejarano to approve Action Item 9.09 as presented. MOTION #14-15 was seconded by Member Minh Pham.

Roll call vote: Ayes: Vice-President Andrés Quintero, Member Linda Chavez, Member Minh Pham, Clerk Ernesto Bejarano and President Corina Herrera-Loera.
Vote: 5/0; Motion Carries

10. Closed Session

10.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session.

Public Comments:

1) CSEA President Sharon Fontaine said there have been two unfair labor practices that were filed and they have been resolved.

10. Closed Session *(continued)*

2) Brenda Zendejas thanked the negotiating team of CSEA and Alum Rock Union School District.

11. RECONVENE TO OPEN SESSION

11.01 Report of Action Taken in Closed Session.

The Board reconvened to Open Session at 12:15 a.m. President Corina Herrera-Loera welcomed everyone and said there was a quorum.

Counsel Rogelio Ruiz reported the following.

Item 10.03 Motion made by Vice-President Andrés Quintero. Second by Clerk Ernesto Bejarano. The Board unanimously approved the settlement agreement matter of CSEA Chapter 305 ARUSD to settle unfair labor practices case CF-33432 SF-CE3424-E. Copy of the settlement is available at the district upon request.

Counsel Rogelio Ruiz said there are no further actions to report.

12. ADJOURNMENT

12.01 Future Board Agenda Requests

President Corina Herrera-Loera said if there are requests, they can be sent to the superintendent.

13. ADJOURNMENT

13.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 12:25 a.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 Thursday, April 29, 2021, 6:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #18-20/21

1. OPEN SESSION

1.01 Call to Order / Roll Call/ Pledge of Allegiance

President Corina Herrera-Loera welcomed everyone. President Corina Herrera-Loera called the Board Meeting to order at 6:00 p.m. followed by Roll Call.

Board Members Present:

Corina Herrera-Loera	President
Andrés Quintero	Vice-President
Ernesto Bejarano	Clerk
Linda Chavez	Member
Minh Pham	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 Corina Herrera-Loera said there is a quorum.

2. Public Members Who Wish To Address The Board

2.01 Requests To Address the Board

There was none.

3. Superintendent/ Board Business

3.01 Facilities Repurposing Advisory Committee Update.

Assistant Superintendent Sanchez and Art Hand from FB 2 Solutions gave a presentation regarding the Facilities Repurposing Advisory Committee.

Public Comments:

1) Liz Sanchez said she would like the sites to be repurposed with enriched programs.

2) Adriane Vane said this was not the time to close schools.

3) Steven Zarate said he feels it is a bad idea to close Fischer Middle School.

4) Randal Barber said he urges the district not to close schools.

5) Rosa Sepulveda said it is not the time to close schools.

6) Mrs. Castillo said this was not the time to close schools during a pandemic.

7) Ms. Lowey said she is a teacher at Sheppard Middle School. She said when Pala closed the kids at the school went to a hard time when they needed to move schools.

8) Dilza Gonzalez thanked the Facilities Repurposing Advisory Committee.

9) Mr. Springer said he is a special education teacher and he said it is time to be creative.

10) Veronica Talton thanked Assistant Superintendent Sanchez and the committee for all their work.

3. Superintendent/ Board Business *(continued)*

Public Comments:

11) Johnny Nguyen said he is in support of schools being repurposed.

12) Camille Llanes-Fontanilla said she would like the sites to be repurposed to generate revenue.

3.02 Discussion, Consideration and Action to Approve Resolution #41-20/21 Authorizing Closure of Mathson Middle School and Consolidation with Renaissance Academy at Mathson, and Closure of Fischer Middle School and Consolidation with Renaissance Academy at Fischer Beginning the 2021-2022 School Year.

Superintendent Bauer said this was a difficult decision. She said the budget has been presented to the Board and they need to take action.

Assistant Superintendent Chheng said the district has been in qualified status for the past three years. He said this year the district has been able to pay their responsibilities because of the one-time funds.

Vice-President Andrès Quintero said he would like to amend the resolution. He said he would like to add that students can access the same sites.

MOTION #01-18 by Vice-President Andrés Quintero it being further resolved guaranteed students already enrolled attending Lee Mathson and Fischer guaranteed access to Renaissance Mathson or Fischer whenever they are going. MOTION #01-18 was seconded by President Corina Herrera-Loera.

President Corina Herrera-Loera said she would like to add on the district open enrollment policy "students will be free to choose which Alum Rock middle school".

AMENDED MOTION #02-18 by Vice-President Andrés Quintero it being further resolved guaranteed students already enrolled attending Lee Mathson and Fischer guaranteed access to Renaissance Mathson or Fischer whenever they are going and add on the district open enrollment policy students will be free to choose which Alum Rock middle school . MOTION #02-18 was seconded by President Corina Herrera-Loera.

3. Superintendent/ Board Business *(continued)*

Public Comments:

1) Brenda Zendejas said there is a surplus and there is no need to close the schools.

2) Adriane Vane said this was not the time to close schools.

3) Rosa Sepulveda said she is a parent of a special needs child. She said she is not going to be able to manage to send her child to another school.

4) Dilza Gonzalez said she has a child that attends Renaissance. She said as a parent she has a lot of questions.

5) Jocelyn Merz said the committee did a good job. She asked if the cost savings of school closures are worth the potential declining enrollment.

6) Ms. Lowey said when Pala closed students were upset.

7) Mr. Afazal thanked the community. He asked the Board to listen to the community.

8) Veronica said she would like to echo everyone's comments made. She said she would like to sites to be repurposed.

Roll call vote: Ayes: Vice-President Andrès Quintero, President Corina Herrera-Loera, Clerk Ernesto Bejarano, Member Minh Pham and Member Linda Chavez.
Vote: 5/0; Motion Carries

4. Adjournment

4.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 8:48 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: April 30, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated May 13, 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: May 13, 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
May 13, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Silicon Valley Education Foundation	Materials & Supplies	$ 2,000.00	Cureton Elementary

Horace Cureton Elementary School
3720 East Hills Drive, San Jose, CA 95127
(408) 928-7350 **FAX (408) 928-7351**

Principal: Gloria Hayes-Perkins

Business office
Attention: Cynthia Sanchez
April 20, 2021

BUSINESS OFFICE
RECEIVED
APR 22 2021
4:30

Cynthia,

We have received a total of $2,000.00 to Cureton Elementary from Silicon Valley Education Foundation.

Please accept the donation of $2000.00, and forward this communication to the Alum Rock Board of Education for approval.

Thank you for your support.

Sincerely,

Gloria Hayes-Perkins

Gloria Hayes-Perkins
Principal

9.03

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: May 2, 2021

Subject: **Vendor & Payroll Warrants**

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

Total of vendor warrants	$	4,708,152.07
Total of payroll warrants	$	4,829,826.45
Total	**$**	**9,537,978.52**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of April 2021.

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

To the Board of Trustees: Meeting: May 13, 2021
Regular Board Meeting

Recommend Approval

9.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

April 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,780,339.33
120	Child Development Fund	$0.00
130	Cafeteria Fund	$348,006.95
140	Deferred Maintenance Fund	$23,555.34
210	Building Fund	$4,768.71
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	$1,547,162.08
	Subtotal	**$4,703,832.41**
088	Student Body Fund	$4,319.66
	Total Vendor Warrants	**$4,708,152.07**

	PAYROLL WARRANTS	
	10th of the month	$855,259.91
	EOM Payroll	$3,974,566.54
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$4,829,826.45**
	Grand Total All Warrants	**$9,537,978.52**

	From	To
AP Warrants used #	4006987	- 4007519
Payroll Direct Deposit Pay Stub used #	4719110	- 4720615
Payroll Checks used #	4401775	- 4401902

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	4/9/2021	4007149	010	$ 5,223.26
	4/16/2021	4007222	010	$ 2,549.22
		4007255	060	$ 10,615.07
	4/23/2021	4007342	010	$ 726.72
			060	$ 199.69
	4/30/2021	4007502	010	$ 179.24
			060	$ 2,598.31
4IMPRINT INC. Total				**$ 22,091.51**
ACE EMPOWER ACADEMY	4/9/2021	4007127	010	$ 36,531.00
ACE EMPOWER ACADEMY Total				**$ 36,531.00**
ACHIEVE KIDS	4/16/2021	4007256	080	$ 18,114.00
ACHIEVE KIDS Total				**$ 18,114.00**
ACTION TOWING AND ROAD SERVICE	4/23/2021	4007322	010	$ 390.00
	4/30/2021	4007411	010	$ 292.50
ACTION TOWING AND ROAD SERVICE Total				**$ 682.50**
AIR FILTER/CONTROL	4/30/2021	4007425	060	$ 16,018.88
			050	$ 664.68
AIR FILTER/CONTROL Total				**$ 16,683.56**
AIRGAS, INC.	4/30/2021	4007426	050	$ 45.08
AIRGAS, INC. Total				**$ 45.08**
ALBAELENA MARIA DIAZ TAMAYO	4/1/2021	4007018	130	$ 578.55
	4/16/2021	4007269	130	$ 871.81
ALBAELENA MARIA DIAZ TAMAYO Total				**$ 1,450.36**
ALLIANCE FOR YOUTH ACHIEVEMENT	4/29/2021	4007378	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	4/16/2021	4007223	050	$ 73.08
ALLIED REFRIGERATION INC. Total				**$ 73.08**
ALPHA BLANCA ALVARADO(ALPHA1)	4/9/2021	4007128	010	$ 45,789.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 45,789.00**
ALPHA JOSE HERNANDEZ (ALPHA	4/9/2021	4007129	010	$ 49,646.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 49,646.00**
ALUM ROCK #305	4/29/2021	4007379	010	$ 486.00
ALUM ROCK #305 Total				**$ 486.00**
ALUM ROCK ADMINISTRATORS ASSOC	4/29/2021	4007380	010	$ 525.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 525.00**
AMAZON.COM LLC	4/1/2021	4007039	010	$ 60.05
	4/9/2021	4007114	010	$ 212.39
			080	$ 31.63
	4/16/2021	4007211	060	$ 1,749.37
	4/30/2021	4007512	060	$ 2,036.52
AMAZON.COM LLC Total				**$ 4,089.96**
AMERICAN BAND ACCESSORIES LLC	4/9/2021	4007104	010	$ 1,634.55
AMERICAN BAND ACCESSORIES LLC Total				**$ 1,634.55**
AMERICAN FIDELITY ASSURANCE	4/29/2021	4007381	010	$ 9,165.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,165.00**
AMERICAN FIDELITY ASSURANCE CO	4/29/2021	4007382	010	$ 31,752.26
	4/9/2021	4007091	010	$ 423.38

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMERICAN FIDELITY ASSURANCE CO Total				$ 32,175.64
ANGELINA GONZALES	4/23/2021	4007290	060	$ 45.12
ANGELINA GONZALES Total				$ 45.12
ANTHONY COLONNA	4/16/2021	4007273	080	$ 126.52
ANTHONY COLONNA Total				$ 126.52
ANTONIO L ARMAS	4/1/2021	4007040	010	$ 607.96
ANTONIO L ARMAS Total				$ 607.96
APPLE INC.	4/9/2021	4007073	060	$ 218.39
		4007173	060	$ 2,326.61
	4/16/2021	4007212	060	$ 3,507.47
		4007245	060	$ 930.00
	4/23/2021	4007291	060	$ 517.00
		4007343	060	$ 5,078.93
	4/26/2021	4007363	010	$ 60.00
			060	$ 1,836.18
APPLE INC. Total				$ 14,474.58
APRIL HEATHER AMBARD	4/1/2021	4007019	010	$ 398.28
APRIL HEATHER AMBARD Total				$ 398.28
ARAMARK UNIFORM SERVICES	4/16/2021	4007270	130	$ 1,890.27
ARAMARK UNIFORM SERVICES Total				$ 1,890.27
ARCLITE INC	4/30/2021	4007427	050	$ 460.00
ARCLITE INC Total				$ 460.00
ARELY MARGARITA FLORES	4/16/2021	4007184	010	$ 41.00
ARELY MARGARITA FLORES Total				$ 41.00
ARTHUR L HAND JR	4/30/2021	4007484	010	$ 5,177.50
ARTHUR L HAND JR Total				$ 5,177.50
ARTURO I VEGA	4/1/2021	4007020	010	$ 59.94
ARTURO I VEGA Total				$ 59.94
ASBY SPORTS	4/30/2021	4007457	010	$ 6,799.88
ASBY SPORTS Total				$ 6,799.88
ASSETGENIE INC.	4/1/2021	4007000	010	$ 3,160.00
ASSETGENIE INC. Total				$ 3,160.00
ASSOCIATION OF CALIFORNIA	4/29/2021	4007383	010	$ 3,444.04
ASSOCIATION OF CALIFORNIA Total				$ 3,444.04
AT&T	4/16/2021	4007213	010	$ 3,465.10
	4/23/2021	4007308	010	$ 863.47
		4007344	010	$ 118.81
	4/30/2021	4007458	010	$ 448.42
AT&T Total				$ 4,895.80
AVALOS, FELIPE THOMPSON	4/30/2021	4007493	010	$ 607.96
AVALOS, FELIPE THOMPSON Total				$ 607.96
AVALOS, PHILLIP	4/16/2021	4007274	010	$ 607.96
AVALOS, PHILLIP Total				$ 607.96
BANUELOS, JOSE SANTOS	4/30/2021	4007405	010	$ 206.18
BANUELOS, JOSE SANTOS Total				$ 206.18
BAUDVILLE INC.	4/30/2021	4007485	060	$ 189.64
BAUDVILLE INC. Total				$ 189.64

Vendor Name	Date	Warrant #	Fund	Sum of Amount
BAY AREA FLOOR MACHINE	4/1/2021	4006987	010	$ 476.79
	4/30/2021	4007428	010	$ 146.96
BAY AREA FLOOR MACHINE Total				**$ 623.75**
BIOMETRICS4ALL INC.	4/12/2021	4007179	010	$ 6.00
BIOMETRICS4ALL INC. Total				**$ 6.00**
BLICK ART MATERIALS LLC	4/23/2021	4007345	060	$ 1,346.14
	4/30/2021	4007486	010	$ 191.48
BLICK ART MATERIALS LLC Total				**$ 1,537.62**
BOSCO CONSTRUCTION SERVICES	4/30/2021	4007429	050	$ 48,119.90
			140	$ 22,060.80
BOSCO CONSTRUCTION SERVICES Total				**$ 70,180.70**
BRAINPOP LLC.	4/30/2021	4007459	010	$ 175.00
BRAINPOP LLC. Total				**$ 175.00**
BRIDGE WIRELESS INC	4/9/2021	4007174	010	$ 1,873.26
BRIDGE WIRELESS INC Total				**$ 1,873.26**
BRIGHT MORNING CONSULTING INC.	4/9/2021	4007074	060	$ 3,570.00
BRIGHT MORNING CONSULTING INC. Total				**$ 3,570.00**
BRITTNEY BYLUND	4/1/2021	4007021	010	$ 29.48
BRITTNEY BYLUND Total				**$ 29.48**
BRUSTEIN & MANASEVIT, PLLC	4/9/2021	4007150	010	$ 245.00
BRUSTEIN & MANASEVIT, PLLC Total				**$ 245.00**
BUTLER, TANISHA	4/9/2021	4007092	010	$ 88.04
BUTLER, TANISHA Total				**$ 88.04**
CALIFORNIA DEPARTMENT OF	4/23/2021	4007362	010	$ 130.21
			060	$ 218.48
			080	$ 70.57
			088	$ 113.74
CALIFORNIA DEPARTMENT OF Total				**$ 533.00**
CALIFORNIA IT IN EDUCATIONAL	4/16/2021	4007214	010	$ 195.00
CALIFORNIA IT IN EDUCATIONAL Total				**$ 195.00**
CALIFORNIA SPORT DESIGN	4/30/2021	4007471	010	$ 1,409.33
CALIFORNIA SPORT DESIGN Total				**$ 1,409.33**
CALIFORNIA UNITED MECHANICAL,	4/30/2021	4007431	050	$ 4,799.94
CALIFORNIA UNITED MECHANICAL, Total				**$ 4,799.94**
CAL-STEAM INC.	4/1/2021	4006988	050	$ 864.41
	4/9/2021	4007137	050	$ 99.89
	4/16/2021	4007224	050	$ 812.35
	4/30/2021	4007430	050	$ 3,005.42
CAL-STEAM INC. Total				**$ 4,782.07**
CAMBRAE ALVAREZ & ADAM CARRERA	4/30/2021	4007519	080	$ 330.00
CAMBRAE ALVAREZ & ADAM CARRERA Total				**$ 330.00**
CANON FINANCIAL SERVICES INC.	4/1/2021	4007001	010	$ 71.01
	4/23/2021	4007346	060	$ 139.84
	4/26/2021	4007366	010	$ 9,600.37
			060	$ 2,810.02
			050	$ 737.43
			080	$ 340.85

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CANON FINANCIAL SERVICES INC.	4/26/2021	4007366	130	$ 175.89
CANON FINANCIAL SERVICES INC. Total				**$ 13,875.41**
CARROLL, RONALD WILLIAM	4/30/2021	4007406	010	$ 607.96
CARROLL, RONALD WILLIAM Total				**$ 607.96**
CATERPILLAR FINANCIAL	4/26/2021	4007364	010	$ 55.27
CATERPILLAR FINANCIAL Total				**$ 55.27**
CATHERINE NALLELI VILLARREAL	4/9/2021	4007093	010	$ 92.03
			060	$ 355.13
CATHERINE NALLELI VILLARREAL Total				**$ 447.16**
CELLCO PARTNERSHIP	4/16/2021	4007210	010	$ 4,952.08
CELLCO PARTNERSHIP Total				**$ 4,952.08**
CENGAGE LEARNING INC	4/9/2021	4007151	060	$ 1,335.16
	4/30/2021	4007503	060	$ 17,486.22
CENGAGE LEARNING INC Total				**$ 18,821.38**
CHADINHA, MANUEL DEODATE	4/30/2021	4007407	010	$ 206.18
CHADINHA, MANUEL DEODATE Total				**$ 206.18**
CINTAS CORPORATION	4/1/2021	4006989	010	$ 422.62
			050	$ 88.52
	4/9/2021	4007138	010	$ 422.62
			050	$ 88.52
	4/16/2021	4007257	010	$ 422.62
			050	$ 88.52
	4/20/2021	4007287	010	$ 692.09
			050	$ 88.52
	4/30/2021	4007432	010	$ 422.62
			050	$ 88.52
CINTAS CORPORATION Total				**$ 2,825.17**
CISNEROS, CATHIE FRANCES	4/30/2021	4007408	010	$ 607.96
CISNEROS, CATHIE FRANCES Total				**$ 607.96**
CITIZEN SCHOOLS	4/16/2021	4007201	060	$ 159,826.75
CITIZEN SCHOOLS Total				**$ 159,826.75**
CITY YEAR INC.	4/23/2021	4007292	010	$ 144,141.75
			060	$ 329,045.36
CITY YEAR INC. Total				**$ 473,187.11**
CLARA ISABEL TENORIO	4/16/2021	4007185	010	$ 31.00
CLARA ISABEL TENORIO Total				**$ 31.00**
COMMUNITY SCHOOL OF MUSIC AND	4/30/2021	4007460	060	$ 3,064.00
COMMUNITY SCHOOL OF MUSIC AND Total				**$ 3,064.00**
CONSCIOUS TEACHING LLC	4/9/2021	4007075	060	$ 405.00
CONSCIOUS TEACHING LLC Total				**$ 405.00**
COUNTY BUILDING MATERIALS INC.	4/30/2021	4007433	050	$ 179.04
COUNTY BUILDING MATERIALS INC. Total				**$ 179.04**
CROWN CASTLE INTERNATIONAL	4/16/2021	4007186	010	$ 4,625.53
CROWN CASTLE INTERNATIONAL Total				**$ 4,625.53**
CSEA VICTORY CLUB	4/29/2021	4007384	010	$ 44.00
CSEA VICTORY CLUB Total				**$ 44.00**
DANIEL SANCHEZ	4/9/2021	4007076	060	$ 3,500.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
DANIEL SANCHEZ	4/9/2021	4007152	060	$ 700.00
	4/16/2021	4007187	060	$ 5,900.00
		4007246	060	$ 3,000.00
	4/30/2021	4007461	060	$ 700.00
DANIEL SANCHEZ Total				**$ 13,800.00**
DANO, JOSHUA	4/30/2021	4007391	010	$ 35.53
DANO, JOSHUA Total				**$ 35.53**
DAYLIGHT FOODS INC	4/23/2021	4007339	130	$ 19,084.56
DAYLIGHT FOODS INC Total				**$ 19,084.56**
DELL MARKETING L.P.	4/9/2021	4007105	010	$ 762.20
			060	$ 66,693.09
		4007115	060	$ 15,857.57
	4/30/2021	4007462	010	$ 713.14
		4007513	010	$ 18,276.53
DELL MARKETING L.P. Total				**$ 102,302.53**
DELTA DENTAL	4/16/2021	4007196	670	$ 910.08
DELTA DENTAL Total				**$ 910.08**
DOUGLAS ANTHONY COSTA	4/30/2021	4007494	010	$ 405.17
DOUGLAS ANTHONY COSTA Total				**$ 405.17**
E.L. ACHIEVE INC.	4/9/2021	4007077	060	$ 11,500.00
	4/30/2021	4007472	060	$ 2,500.00
E.L. ACHIEVE INC. Total				**$ 14,000.00**
E3 DIAGNOSTICS INC.	4/16/2021	4007258	080	$ 255.00
E3 DIAGNOSTICS INC. Total				**$ 255.00**
EAST BAY RESTAURANT SUPPLY INC	4/9/2021	4007106	130	$ 13,630.30
EAST BAY RESTAURANT SUPPLY INC Total				**$ 13,630.30**
EDGES ELECTRICAL GROUP LLC	4/1/2021	4006990	050	$ 1,678.41
	4/9/2021	4007139	050	$ 784.70
	4/16/2021	4007225	050	$ 118.34
EDGES ELECTRICAL GROUP LLC Total				**$ 2,581.45**
EINSTEIN NOAH RESTAURANT	4/1/2021	4007002	010	$ 114.46
	4/23/2021	4007309	010	$ 723.60
	4/30/2021	4007463	010	$ 646.48
EINSTEIN NOAH RESTAURANT Total				**$ 1,484.54**
ELIZABETH MUSQUEZ	4/30/2021	4007392	010	$ 36.85
ELIZABETH MUSQUEZ Total				**$ 36.85**
ENVIRONMENTAL SYSTEMS INC	4/16/2021	4007226	050	$ 4,560.60
ENVIRONMENTAL SYSTEMS INC Total				**$ 4,560.60**
ESTHER B. CLARK SCHOOL AT	4/1/2021	4007003	080	$ 7,157.04
ESTHER B. CLARK SCHOOL AT Total				**$ 7,157.04**
ETERNAL SIGN DESIGN INC	4/16/2021	4007215	010	$ 331.01
ETERNAL SIGN DESIGN INC Total				**$ 331.01**
FEDERAL EXPRESS	4/12/2021	4007180	010	$ 84.88
	4/23/2021	4007304	010	$ 65.47
FEDERAL EXPRESS Total				**$ 150.35**
FIRST BOOK	4/1/2021	4007004	060	$ 59.65
	4/23/2021	4007310	060	$ 959.29

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
FIRST BOOK Total				**$ 1,018.94**
FITNESS FINDERS INC	4/1/2021	4007005	010	$ 80.22
FITNESS FINDERS INC Total				**$ 80.22**
FOLEY & SONS INC	4/9/2021	4007153	010	$ 77.38
			060	$ 1,209.38
FOLEY & SONS INC Total				**$ 1,286.76**
FONSECA JIM JR.	4/1/2021	4007006	010	$ 420.61
		4007041	088	$ 2,684.26
FONSECA JIM JR. Total				**$ 3,104.87**
FOSTER DAIRY FARMS	4/23/2021	4007340	130	$ 29,346.53
FOSTER DAIRY FARMS Total				**$ 29,346.53**
GARBER, BARBARA	4/1/2021	4007022	010	$ 255.54
GARBER, BARBARA Total				**$ 255.54**
GARDENLAND CENTER INC.	4/9/2021	4007140	050	$ 5,183.93
	4/16/2021	4007227	050	$ 568.09
GARDENLAND CENTER INC. Total				**$ 5,752.02**
GEINAH LIM NIERRA	4/9/2021	4007166	080	$ 105.98
GEINAH LIM NIERRA Total				**$ 105.98**
GOLD STAR FOODS	4/23/2021	4007341	130	$ 267,204.58
GOLD STAR FOODS Total				**$ 267,204.58**
GRADUATION SOLUTIONS LLC	4/23/2021	4007347	088	$ 1,041.03
GRADUATION SOLUTIONS LLC Total				**$ 1,041.03**
GREENWOOD PUBLISHING GROUP	4/30/2021	4007487	060	$ 21,958.85
GREENWOOD PUBLISHING GROUP Total				**$ 21,958.85**
GUITAR CENTER STORES INC.	4/9/2021	4007154	010	$ 1,101.60
	4/23/2021	4007348	010	$ 120.12
GUITAR CENTER STORES INC. Total				**$ 1,221.72**
HALEY ELIZABETH MILLER	4/9/2021	4007167	060	$ 134.42
HALEY ELIZABETH MILLER Total				**$ 134.42**
HAPARA INC.	4/1/2021	4007042	060	$ 707.70
HAPARA INC. Total				**$ 707.70**
HARJEET KAUR	4/30/2021	4007393	010	$ 251.85
HARJEET KAUR Total				**$ 251.85**
HARRY L. MURPHY INC.	4/23/2021	4007293	050	$ 6,030.00
HARRY L. MURPHY INC. Total				**$ 6,030.00**
HOME DEPOT U.S.A. INC.	4/1/2021	4006991	050	$ 1,184.10
		4006992	010	$ 18,306.01
	4/9/2021	4007155	060	$ 25,712.88
	4/16/2021	4007228	050	$ 2,390.87
		4007229	010	$ 710.58
	4/23/2021	4007323	010	$ 190.29
	4/30/2021	4007434	050	$ 8,017.51
		4007435	010	$ 3,062.87
HOME DEPOT U.S.A. INC. Total				**$ 59,575.11**
HORIZON DISTRIBUTORS INC	4/1/2021	4006993	050	$ 67.13
	4/16/2021	4007230	050	$ 241.18
	4/30/2021	4007436	050	$ 733.06

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
HORIZON DISTRIBUTORS INC Total				$ 1,041.37
ICONIX WATERWORKS (US) INC.	4/16/2021	4007231	050	$ 1,528.49
ICONIX WATERWORKS (US) INC. Total				$ 1,528.49
IT MANAGEMENT CORPORATION	4/9/2021	4007116	060	$ 4,384.19
	4/16/2021	4007247	060	$ 9,020.17
	4/30/2021	4007514	010	$ 211.60
IT MANAGEMENT CORPORATION Total				$ 13,615.96
ITSAVVY LLC	4/1/2021	4007043	060	$ 3,508.79
	4/9/2021	4007059	060	$ 214.94
		4007078	010	$ 188.89
			060	$ 645.36
		4007107	060	$ 1,074.69
		4007117	060	$ 214.94
		4007175	060	$ 4,647.30
	4/16/2021	4007216	010	$ 358.23
		4007248	010	$ 1,459.30
	4/23/2021	4007294	010	$ 537.35
			060	$ 129.66
		4007349	010	$ 1,187.44
			060	$ 1,852.99
	4/30/2021	4007464	060	$ 1,000.68
		4007488	010	$ 161.69
			060	$ 3,167.59
ITSAVVY LLC Total				$ 20,349.84
J.W. PEPPER & SON, INC.	4/9/2021	4007060	010	$ 2,378.26
		4007079	010	$ 62.30
		4007108	010	$ 491.29
	4/23/2021	4007350	010	$ 495.86
J.W. PEPPER & SON, INC. Total				$ 3,427.71
JACQUELYN MARIE ARDANUY	4/30/2021	4007394	010	$ 14.16
JACQUELYN MARIE ARDANUY Total				$ 14.16
JAZZY LIEN NGUYEN	4/1/2021	4007023	130	$ 580.12
JAZZY LIEN NGUYEN Total				$ 580.12
JESS FERNANDEZ	4/1/2021	4006994	050	$ 4,650.00
	4/16/2021	4007232	050	$ 8,500.00
	4/23/2021	4007295	050	$ 8,775.00
JESS FERNANDEZ Total				$ 21,925.00
JESSE M SERNA	4/9/2021	4007156	010	$ 3,000.00
	4/30/2021	4007489	010	$ 4,415.90
JESSE M SERNA Total				$ 7,415.90
JESSICA LIVOTI	4/16/2021	4007275	060	$ 200.96
JESSICA LIVOTI Total				$ 200.96
JILL MARIE MCKIE	4/16/2021	4007249	010	$ 173.05
JILL MARIE MCKIE Total				$ 173.05
JIMENEZ, MARGARET	4/16/2021	4007188	010	$ 137.22
JIMENEZ, MARGARET Total				$ 137.22
JOHN F. FONT PHD & ASSOCIATES	4/16/2021	4007202	080	$ 11,334.00

Vendor Name	Date	Warrant #	Fund	Sum of Amount
JOHN F. FONT PHD & ASSOCIATES Total				$ 11,334.00
JOHNSON, LEWIS	4/16/2021	4007276	010	$ 607.96
JOHNSON, LEWIS Total				$ 607.96
JONES SCHOOL SUPPLY CO. INC.	4/23/2021	4007351	010	$ 339.29
JONES SCHOOL SUPPLY CO. INC. Total				$ 339.29
JOURNEYED.COM INC.	4/1/2021	4007044	060	$ 3,175.90
JOURNEYED.COM INC. Total				$ 3,175.90
JP GRAPHICS	4/30/2021	4007465	060	$ 1,141.66
JP GRAPHICS Total				$ 1,141.66
KAISER	4/16/2021	4007197	670	$ 200,724.39
	4/30/2021	4007421	670	$ 290.00
KAISER Total				$ 201,014.39
KAISER PERMANENTE	4/16/2021	4007198	670	$ 412.66
	4/30/2021	4007422	670	$ 412.66
KAISER PERMANENTE Total				$ 825.32
KAREN LEONG MCDONNAL	4/1/2021	4007024	010	$ 387.46
KAREN LEONG MCDONNAL Total				$ 387.46
KARI ELIZABETH ROEMER	4/30/2021	4007395	010	$ 233.04
		4007444	010	$ 96.01
KARI ELIZABETH ROEMER Total				$ 329.05
KEENAN & ASSOCIATES	4/30/2021	4007423	670	$ 116,589.00
KEENAN & ASSOCIATES Total				$ 116,589.00
KELLY PAPER COMPANY	4/23/2021	4007311	010	$ 2,479.49
KELLY PAPER COMPANY Total				$ 2,479.49
KELLY-MOORE PAINT COMPANY INC.	4/30/2021	4007437	050	$ 198.51
KELLY-MOORE PAINT COMPANY INC. Total				$ 198.51
KHAI Q. TRAN	4/23/2021	4007324	050	$ 4,910.00
KHAI Q. TRAN Total				$ 4,910.00
KIMI JOY HIROSHIMA	4/1/2021	4007025	010	$ 31.74
	4/9/2021	4007168	010	$ 52.44
KIMI JOY HIROSHIMA Total				$ 84.18
KIMOCHIS	4/9/2021	4007080	010	$ 123.29
		4007118	060	$ 9,318.09
	4/30/2021	4007466	060	$ 449.52
KIMOCHIS Total				$ 9,890.90
KIPP HEARTWOOD ACADEMY	4/9/2021	4007130	010	$ 63,353.00
KIPP HEARTWOOD ACADEMY Total				$ 63,353.00
KIPP PRIZE PREPARATORY ACADEMY	4/9/2021	4007131	010	$ 63,184.00
KIPP PRIZE PREPARATORY ACADEMY Total				$ 63,184.00
KRISTIN ANNE MOELLER	4/9/2021	4007094	010	$ 100.56
KRISTIN ANNE MOELLER Total				$ 100.56
KRISTINA RENEE CHAVEZ	4/1/2021	4007026	010	$ 363.97
KRISTINA RENEE CHAVEZ Total				$ 363.97
KRYSTAL MARIE ESQUIVEZ	4/30/2021	4007445	010	$ 63.81
KRYSTAL MARIE ESQUIVEZ Total				$ 63.81
KSHIRSAGAR, SHRISHARADA N	4/1/2021	4007027	010	$ 91.45
KSHIRSAGAR, SHRISHARADA N Total				$ 91.45

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LAKESHORE EQUIPMENT COMPANY	4/1/2021	4007007	010	$ 200.00
	4/9/2021	4007157	010	$ 970.79
			060	$ 219.29
	4/16/2021	4007259	010	$ 435.48
	4/23/2021	4007352	010	$ 874.84
	4/30/2021	4007467	010	$ 460.30
		4007504	010	$ 115.17
LAKESHORE EQUIPMENT COMPANY Total				**$ 3,275.87**
LANGUAGE PEOPLE INC	4/1/2021	4007008	010	$ 1,330.00
	4/30/2021	4007490	060	$ 790.00
LANGUAGE PEOPLE INC Total				**$ 2,120.00**
LATOYA FERNADEZ	4/23/2021	4007312	060	$ 300.00
LATOYA FERNADEZ Total				**$ 300.00**
LAURIE ANN HERSEY	4/16/2021	4007189	010	$ 196.35
LAURIE ANN HERSEY Total				**$ 196.35**
LDP INC	4/16/2021	4007203	060	$ 1,704.38
LDP INC Total				**$ 1,704.38**
LE, THANH VAN	4/9/2021	4007061	010	$ 206.18
LE, THANH VAN Total				**$ 206.18**
LILY MILIM CHANG	4/9/2021	4007169	060	$ 166.12
LILY MILIM CHANG Total				**$ 166.12**
LITTLE HEROES INC.	4/9/2021	4007109	060	$ 2,500.00
	4/23/2021	4007296	060	$ 5,000.00
	4/26/2021	4007368	060	$ 5,000.00
	4/30/2021	4007491	060	$ 2,500.00
LITTLE HEROES INC. Total				**$ 15,000.00**
LOGO LOCKER LLC	4/30/2021	4007468	010	$ 5,259.42
LOGO LOCKER LLC Total				**$ 5,259.42**
LOPEZ, RACHEL	4/9/2021	4007170	010	$ 314.50
LOPEZ, RACHEL Total				**$ 314.50**
LOURDES LAMSON, DEAN	4/23/2021	4007325	010	$ 204.18
LOURDES LAMSON, DEAN Total				**$ 204.18**
LOWES COMPANIES INC.	4/1/2021	4006995	050	$ 610.25
	4/9/2021	4007141	050	$ 410.93
	4/30/2021	4007438	050	$ 86.06
LOWES COMPANIES INC. Total				**$ 1,107.24**
LOWE'S COMPANIES, INC.	4/16/2021	4007260	060	$ -
			140	$ 1,494.54
	4/23/2021	4007326	060	$ 54,192.43
		4007353	010	$ 1,531.72
LOWE'S COMPANIES, INC. Total				**$ 57,218.69**
LOZANO SMITH LLP	4/30/2021	4007469	010	$ 358.00
			080	$ 1,896.00
LOZANO SMITH LLP Total				**$ 2,254.00**
LYNN M MARTINEZ	4/9/2021	4007062	010	$ 62.26
LYNN M MARTINEZ Total				**$ 62.26**
MAGDALENA GRIMALDO	4/30/2021	4007446	010	$ 176.46

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MAGDALENA GRIMALDO	4/30/2021	4007495	060	$ 53.53
MAGDALENA GRIMALDO Total				**$ 229.99**
MARGARET FLORES	4/1/2021	4007028	010	$ 184.69
MARGARET FLORES Total				**$ 184.69**
MARIA C ORTIZ	4/16/2021	4007271	130	$ 52.41
MARIA C ORTIZ Total				**$ 52.41**
MARIA C. GOCHEZ BLANCO	4/9/2021	4007142	050	$ 452.55
	4/16/2021	4007233	050	$ 151.00
	4/23/2021	4007327	050	$ 265.00
MARIA C. GOCHEZ BLANCO Total				**$ 868.55**
MARIA CARMELITA PEREZ SUAREZ	4/30/2021	4007496	060	$ 31.68
MARIA CARMELITA PEREZ SUAREZ Total				**$ 31.68**
MARIA DE LOURDES MORALES	4/30/2021	4007396	010	$ 135.00
MARIA DE LOURDES MORALES Total				**$ 135.00**
MARIA DOLORES ORTEGA	4/1/2021	4007029	010	$ 92.15
MARIA DOLORES ORTEGA Total				**$ 92.15**
MARIA ERICA CARRASCO	4/1/2021	4007030	060	$ 137.57
	4/30/2021	4007497	060	$ 54.24
MARIA ERICA CARRASCO Total				**$ 191.81**
MARIA LARIOS	4/9/2021	4007063	080	$ 272.49
MARIA LARIOS Total				**$ 272.49**
MARIA S LIMA	4/30/2021	4007447	010	$ 72.24
MARIA S LIMA Total				**$ 72.24**
MATTHEW WARNER	4/9/2021	4007171	010	$ 19.80
MATTHEW WARNER Total				**$ 19.80**
MCKINLEY ELEVATOR CORPORATION	4/12/2021	4007181	050	$ 200.00
MCKINLEY ELEVATOR CORPORATION Total				**$ 200.00**
MEDINA, FELIX	4/1/2021	4007045	010	$ 401.78
MEDINA, FELIX Total				**$ 401.78**
METLIFE SMALL MARKET	4/16/2021	4007199	010	$ 1,950.55
METLIFE SMALL MARKET Total				**$ 1,950.55**
MICHAEL V. GALLEGOS	4/23/2021	4007313	010	$ 1,192.38
MICHAEL V. GALLEGOS Total				**$ 1,192.38**
MID AMERICA ADMINISTRATION	4/29/2021	4007385	010	$ 633.64
	4/15/2021	4007183	010	$ 6,069.94
MID AMERICA ADMINISTRATION Total				**$ 6,703.58**
MIKES SHY NON SHIRTS INC.	4/23/2021	4007354	010	$ 2,067.68
MIKES SHY NON SHIRTS INC. Total				**$ 2,067.68**
MILLER, NORMAN JOSEPH	4/30/2021	4007498	010	$ 607.96
MILLER, NORMAN JOSEPH Total				**$ 607.96**
MINDY LOUISE HOSKINS	4/1/2021	4007031	010	$ 328.49
MINDY LOUISE HOSKINS Total				**$ 328.49**
MKO AUTO SERVICE INC.	4/16/2021	4007234	050	$ 588.09
MKO AUTO SERVICE INC. Total				**$ 588.09**
MONICA TURREY KORTEN	4/1/2021	4007032	010	$ 113.70
MONICA TURREY KORTEN Total				**$ 113.70**
MOSYLE CORPORATION	4/16/2021	4007250	010	$ 1,369.50

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
MOSYLE CORPORATION Total				$	1,369.50
MULTI-HEALTH SYSTEMS INC.	4/23/2021	4007314	080	$	180.00
MULTI-HEALTH SYSTEMS INC. Total				$	180.00
MURPHY, EMMA	4/9/2021	4007095	010	$	85.98
MURPHY, EMMA Total				$	85.98
MUS VIL INC.	4/23/2021	4007355	010	$	12,277.24
MUS VIL INC. Total				$	12,277.24
MUSIC IN MOTION	4/9/2021	4007081	010	$	325.32
MUSIC IN MOTION Total				$	325.32
NASCO MODESTO A DIV.OF	4/23/2021	4007297	010	$	192.55
NASCO MODESTO A DIV.OF Total				$	192.55
NAVALES, ELIZABETH C	4/9/2021	4007082	010	$	607.96
NAVALES, ELIZABETH C Total				$	607.96
NEAOMI JOSEPHINE VILLAGOMEZ	4/30/2021	4007499	060	$	50.21
NEAOMI JOSEPHINE VILLAGOMEZ Total				$	50.21
NESTLE WATERS NORTH AMERICA	4/28/2021	4007376	010	$	737.57
			050	$	65.12
			130	$	34.40
NESTLE WATERS NORTH AMERICA Total				$	837.09
NEVAREZ, FRANCISCO MARTINEZ	4/9/2021	4007064	010	$	206.18
NEVAREZ, FRANCISCO MARTINEZ Total				$	206.18
NEXTEL OF CALIFORNIA INC.	4/9/2021	4007158	010	$	2,338.39
NEXTEL OF CALIFORNIA INC. Total				$	2,338.39
NGUYEN, CHAU	4/9/2021	4007132	010	$	206.18
NGUYEN, CHAU Total				$	206.18
NGUYEN, MAN VAN	4/30/2021	4007409	010	$	410.36
NGUYEN, MAN VAN Total				$	410.36
NGUYEN, MICHAEL V.	4/23/2021	4007298	060	$	3,823.00
NGUYEN, MICHAEL V. Total				$	3,823.00
NGUYEN, TERESA	4/9/2021	4007065	010	$	398.31
NGUYEN, TERESA Total				$	398.31
NICOLE MARIE ARMSTRONG	4/9/2021	4007096	010	$	156.40
	4/30/2021	4007448	010	$	46.95
NICOLE MARIE ARMSTRONG Total				$	203.35
NORCAL TRUCK LEASING INC	4/26/2021	4007369	010	$	166.00
NORCAL TRUCK LEASING INC Total				$	166.00
OCCUPATIONAL HEALTH CTR OF CA	4/1/2021	4007009	010	$	265.00
	4/16/2021	4007261	010	$	132.50
OCCUPATIONAL HEALTH CTR OF CA Total				$	397.50
OFFICE DEPOT	4/1/2021	4007046	010	$	954.74
		4007050	010	$	797.27
		4007051	010	$	1,159.69
		4007052	010	$	425.45
		4007053	010	$	712.21
		4007054	010	$	630.18
		4007055	010	$	799.53
		4007056	010	$	702.99

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	4/1/2021	4007057	010	$ 908.91
		4007058	010	$ 932.46
	4/9/2021	4007097	010	$ 655.22
		4007110	010	$ 887.38
		4007113	010	$ 876.10
		4007119	010	$ 721.81
		4007121	010	$ 440.33
		4007122	010	$ 465.58
		4007123	010	$ 582.59
			060	$ 44.45
		4007124	010	$ 467.36
		4007125	010	$ 366.37
		4007126	010	$ 677.76
		4007176	010	$ 505.82
	4/16/2021	4007217	010	$ 514.43
		4007242	010	$ 1,413.22
		4007243	010	$ 706.81
		4007244	010	$ 1,478.06
		4007251	010	$ 1,912.64
		4007252	010	$ 635.69
		4007253	010	$ 322.08
		4007254	010	$ 923.21
		4007262	010	$ 373.77
		4007263	010	$ 11,822.47
		4007277	010	$ 649.89
	4/23/2021	4007299	010	$ 1,115.22
		4007315	010	$ 222.41
			060	$ 319.98
		4007329	010	$ 763.44
		4007332	010	$ 819.52
		4007334	010	$ 677.79
		4007336	010	$ 850.44
		4007356	010	$ 384.87
	4/30/2021	4007412	010	$ 755.48
		4007418	010	$ 844.77
			130	$ 98.29
		4007420	010	$ 683.39
			060	$ 36.31
		4007439	010	$ 344.56
		4007470	010	$ 620.97
		4007473	010	$ 1,673.00
		4007492	010	$ 1,452.39
		4007505	010	$ 1,334.76
		4007511	010	$ 765.98
			050	$ 252.20
		4007515	010	$ 700.74
OFFICE DEPOT	**Total**			**$ 50,182.98**

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OMNICHEER	4/9/2021	4007084	010	$ 644.12
OMNICHEER Total				**$ 644.12**
ON, AN BAO	4/16/2021	4007278	010	$ 206.18
ON, AN BAO Total				**$ 206.18**
ONE STONE APPAREL INC.	4/1/2021	4007010	010	$ 700.13
	4/30/2021	4007516	010	$ 139.63
ONE STONE APPAREL INC. Total				**$ 839.76**
O'REILLY AUTOMOTIVE STORES INC	4/9/2021	4007083	010	$ 245.49
	4/23/2021	4007328	010	$ 651.23
O'REILLY AUTOMOTIVE STORES INC Total				**$ 896.72**
ORGANIZACION EDIFICANDO VIDAS	4/16/2021	4007190	060	$ 1,500.00
ORGANIZACION EDIFICANDO VIDAS Total				**$ 1,500.00**
ORLANDI TRAILER	4/30/2021	4007440	050	$ 295.87
ORLANDI TRAILER Total				**$ 295.87**
OSCAR DELEON	4/19/2021	4007283	010	$ 2,253.64
OSCAR DELEON Total				**$ 2,253.64**
OTC DIRECT INC	4/9/2021	4007066	010	$ 435.36
		4007085	010	$ 391.10
		4007159	010	$ 69.57
	4/16/2021	4007218	088	$ 422.05
		4007264	010	$ 528.13
	4/30/2021	4007474	010	$ 287.24
		4007506	010	$ 214.89
			060	$ 43.82
OTC DIRECT INC Total				**$ 2,392.16**
P & R PAPER SUPPLY COMPANY	4/16/2021	4007272	130	$ 9,334.59
P & R PAPER SUPPLY COMPANY Total				**$ 9,334.59**
PACIFIC EDUCATORS INC.	4/29/2021	4007386	010	$ 98.58
PACIFIC EDUCATORS INC. Total				**$ 98.58**
PAPER EDUCATION COMPANY INC	4/26/2021	4007370	060	$ 85,000.00
PAPER EDUCATION COMPANY INC Total				**$ 85,000.00**
PARTRIDGE CONSULTING INC.	4/1/2021	4007011	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				**$ 5,500.00**
PEARSON EDUCATION INCORPORATED	4/1/2021	4007012	080	$ 38.50
	4/9/2021	4007160	080	$ 990.72
	4/16/2021	4007219	080	$ 2,746.22
PEARSON EDUCATION INCORPORATED Total				**$ 3,775.44**
PEI-NEI LEE	4/30/2021	4007449	010	$ 321.66
PEI-NEI LEE Total				**$ 321.66**
PERSEUS ASSOCIATES	4/30/2021	4007413	010	$ 525.00
PERSEUS ASSOCIATES Total				**$ 525.00**
PERVINDER KAUR	4/30/2021	4007450	010	$ 73.68
PERVINDER KAUR Total				**$ 73.68**
PESI	4/23/2021	4007316	080	$ 439.98
PESI Total				**$ 439.98**
PETERSON, CHESTER	4/30/2021	4007397	010	$ 343.70
PETERSON, CHESTER Total				**$ 343.70**

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PG&E	4/9/2021	4007086	010	$ 51.22
		4007135	010	$ 115,797.72
PG&E Total				**$ 115,848.94**
PLAY THERAPY SUPPLY LLC	4/23/2021	4007357	010	$ 605.86
PLAY THERAPY SUPPLY LLC Total				**$ 605.86**
POSITIVE PROMOTIONS INC	4/23/2021	4007300	010	$ 3,397.32
POSITIVE PROMOTIONS INC Total				**$ 3,397.32**
PRABHJOT SINGH	4/1/2021	4007033	080	$ 346.53
PRABHJOT SINGH Total				**$ 346.53**
PRE-PAID LEGAL SERVICES INC.	4/29/2021	4007387	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total				**$ 299.74**
PRESENTATION PRODUCTS INC.	4/30/2021	4007475	010	$ 2,776.91
PRESENTATION PRODUCTS INC. Total				**$ 2,776.91**
PRIMER, TERUMI	4/19/2021	4007284	010	$ 2,000.00
PRIMER, TERUMI Total				**$ 2,000.00**
QUADIENT FINANCE USA, INC.	4/9/2021	4007177	010	$ 9,090.00
QUADIENT FINANCE USA, INC. Total				**$ 9,090.00**
QUADIENT, INC.	4/1/2021	4007013	010	$ 360.92
	4/30/2021	4007476	010	$ 360.92
QUADIENT, INC. Total				**$ 721.84**
QUI NHON THI PHAM	4/9/2021	4007098	010	$ 75.93
QUI NHON THI PHAM Total				**$ 75.93**
QUICK LIGHT RECYCLING LLC	4/9/2021	4007143	050	$ 1,265.49
QUICK LIGHT RECYCLING LLC Total				**$ 1,265.49**
QUIROZ, RODOLFO	4/30/2021	4007500	010	$ 410.36
QUIROZ, RODOLFO Total				**$ 410.36**
R & R REFRIGERATION & AIR	4/23/2021	4007305	130	$ 2,771.77
R & R REFRIGERATION & AIR Total				**$ 2,771.77**
RACHEL SAMPLES	4/16/2021	4007204	060	$ 129.00
RACHEL SAMPLES Total				**$ 129.00**
RAMONA UMALI LEDESMA	4/30/2021	4007451	010	$ 99.69
RAMONA UMALI LEDESMA Total				**$ 99.69**
RANDALL E. KLEIN	4/23/2021	4007301	060	$ 94.00
	4/26/2021	4007371	010	$ 168.00
RANDALL E. KLEIN Total				**$ 262.00**
RAQUEL D HUMMEL	4/30/2021	4007398	010	$ 44.29
RAQUEL D HUMMEL Total				**$ 44.29**
READ NATURALLY INC	4/9/2021	4007087	010	$ 160.99
READ NATURALLY INC Total				**$ 160.99**
REALLY GOOD STUFF LLC	4/9/2021	4007067	010	$ 159.71
		4007161	010	$ 390.41
	4/30/2021	4007477	010	$ 297.07
		4007507	010	$ 261.68
REALLY GOOD STUFF LLC Total				**$ 1,108.87**
RECOLOGY SOUTH BAY	4/9/2021	4007136	010	$ 18,122.05
	4/23/2021	4007306	010	$ 3,464.12
RECOLOGY SOUTH BAY Total				**$ 21,586.17**

Vendor Name	Date	Warrant #	Fund		Sum of Amount
REHON & ROBERTS APC	4/23/2021	4007338	010	$	32,900.00
			210	$	4,768.71
REHON & ROBERTS APC Total				**$**	**37,668.71**
RESOURCE AREA FOR TEACHERS	4/30/2021	4007517	010	$	54.57
RESOURCE AREA FOR TEACHERS Total				**$**	**54.57**
RICK DELONG	4/1/2021	4006996	010	$	495.00
	4/23/2021	4007302	010	$	495.00
	4/30/2021	4007441	010	$	2,505.00
RICK DELONG Total				**$**	**3,495.00**
RIVERSIDE ASSESSMENTS LLC	4/1/2021	4007047	080	$	4,095.74
RIVERSIDE ASSESSMENTS LLC Total				**$**	**4,095.74**
RMC A RAY MORGAN COMPANY	4/23/2021	4007317	010	$	2,046.33
			060	$	169.01
			050	$	379.74
			130	$	2,352.88
		4007330	010	$	2,593.04
			060	$	507.05
			050	$	98.79
		4007333	010	$	1,782.04
			060	$	591.11
			080	$	251.44
		4007335	010	$	1,733.49
			060	$	386.12
		4007337	010	$	1,400.41
			060	$	1,632.39
		4007358	010	$	4,088.29
			060	$	1,435.21
	4/30/2021	4007414	010	$	1,595.02
			060	$	281.70
			080	$	14.85
		4007419	010	$	2,676.92
			060	$	468.98
RMC A RAY MORGAN COMPANY Total				**$**	**26,484.81**
RO HEALTH INC.	4/1/2021	4007014	010	$	2,706.00
	4/16/2021	4007191	010	$	408.00
	4/26/2021	4007372	010	$	2,655.00
	4/30/2021	4007478	010	$	2,545.50
RO HEALTH INC. Total				**$**	**8,314.50**
ROCHESTER 100 INC.	4/30/2021	4007508	060	$	675.00
ROCHESTER 100 INC. Total				**$**	**675.00**
ROCIO REGINA ANATALIA URENA	4/30/2021	4007399	010	$	174.34
ROCIO REGINA ANATALIA URENA Total				**$**	**174.34**
ROCKETSHIP FUERZA	4/9/2021	4007133	010	$	92,983.00
ROCKETSHIP FUERZA Total				**$**	**92,983.00**
ROCKETSHIP SI SE PUEDE	4/9/2021	4007134	010	$	57,901.00
ROCKETSHIP SI SE PUEDE Total				**$**	**57,901.00**
RODRIGUEZ, GLORIA J	4/30/2021	4007501	010	$	607.96

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RODRIGUEZ, GLORIA J Total				**$ 607.96**
ROLLINS INC.	4/9/2021	4007144	050	$ 954.52
ROLLINS INC. Total				**$ 954.52**
ROSA GONZALEZ	4/1/2021	4007015	080	$ 36.96
ROSA GONZALEZ Total				**$ 36.96**
RR DONNELLEY	4/30/2021	4007518	010	$ 6,956.49
RR DONNELLEY Total				**$ 6,956.49**
RSB EDUCATIONINC.	4/12/2021	4007182	060	$ 1,422.00
	4/23/2021	4007318	060	$ 1,659.00
		4007359	060	$ 5,411.50
RSB EDUCATIONINC. Total				**$ 8,492.50**
RUBALCAVA, MANUEL	4/16/2021	4007279	010	$ 410.36
RUBALCAVA, MANUEL Total				**$ 410.36**
RUSSELL SIGLER INC.	4/1/2021	4006997	050	$ 209.03
	4/9/2021	4007145	050	$ 160.39
	4/16/2021	4007235	050	$ 220.40
RUSSELL SIGLER INC. Total				**$ 589.82**
RUTH SU	4/1/2021	4007034	010	$ 173.01
	4/30/2021	4007452	010	$ 116.49
RUTH SU Total				**$ 289.50**
S&S WORLDWIDE INC	4/30/2021	4007479	010	$ 76.89
S&S WORLDWIDE INC Total				**$ 76.89**
SAN JOSE UNIFIED SCHOOL	4/30/2021	4007424	080	$ 22,089.00
SAN JOSE UNIFIED SCHOOL Total				**$ 22,089.00**
SAN JOSE WATER COMPANY	4/21/2021	4007289	010	$ 21,492.41
SAN JOSE WATER COMPANY Total				**$ 21,492.41**
SANDRA DIANE KUNZE	4/1/2021	4007035	010	$ 313.87
SANDRA DIANE KUNZE Total				**$ 313.87**
SANTA CLARA COUNTY OFFICE OF	4/30/2021	4007480	010	$ 37,000.00
			060	$ 1,620.00
SANTA CLARA COUNTY OFFICE OF Total				**$ 38,620.00**
SARAH M KRETOVICS	4/30/2021	4007453	010	$ 217.98
SARAH M KRETOVICS Total				**$ 217.98**
SAVE MART SUPERMARKETS	4/1/2021	4007048	080	$ 200.00
SAVE MART SUPERMARKETS Total				**$ 200.00**
SC FUELS	4/1/2021	4006998	010	$ 2,808.63
	4/30/2021	4007415	010	$ 3,347.99
SC FUELS Total				**$ 6,156.62**
SCHINDLER ELEVATOR CORPORATION	4/9/2021	4007146	050	$ 1,606.92
SCHINDLER ELEVATOR CORPORATION Total				**$ 1,606.92**
SCHOLASTIC INC.	4/1/2021	4007016	060	$ 1,201.75
	4/23/2021	4007319	010	$ 211.97
SCHOLASTIC INC. Total				**$ 1,413.72**
SCHOOL HEALTH CORPORATION	4/9/2021	4007068	670	$ 82.91
	4/16/2021	4007220	010	$ 3,516.97
	4/30/2021	4007509	010	$ 2,203.32
SCHOOL HEALTH CORPORATION Total				**$ 5,803.20**

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
SCHOOL NURSE SUPPLY INC.	4/1/2021	4007049	010	$	196.22
	4/9/2021	4007162	010	$	447.71
	4/23/2021	4007360	010	$	1,550.16
	4/30/2021	4007510	010	$	56.78
SCHOOL NURSE SUPPLY INC. Total				**$**	**2,250.87**
SCHOOL SERVICES OF CALIFORNIA	4/9/2021	4007088	010	$	275.00
	4/16/2021	4007205	010	$	325.00
		4007265	010	$	275.00
SCHOOL SERVICES OF CALIFORNIA Total				**$**	**875.00**
SCHOOLS EXCESS LIABILITY FUND	4/9/2021	4007089	670	$	137,604.18
SCHOOLS EXCESS LIABILITY FUND Total				**$**	**137,604.18**
SCHUETZE, SHARON ANNE	4/9/2021	4007069	010	$	607.96
SCHUETZE, SHARON ANNE Total				**$**	**607.96**
SELF INSURED SCHOOLS OF	4/16/2021	4007281	670	$	836,060.00
SELF INSURED SCHOOLS OF Total				**$**	**836,060.00**
SERVICE STATION SYSTEMS	4/9/2021	4007090	050	$	275.00
SERVICE STATION SYSTEMS Total				**$**	**275.00**
SEYEM DANIELLE ESTEP	4/30/2021	4007400	010	$	121.54
SEYEM DANIELLE ESTEP Total				**$**	**121.54**
SFCC INTERMEDIATEHOLDINGS INC	4/1/2021	4007017	010	$	154.46
	4/23/2021	4007303	010	$	79.08
SFCC INTERMEDIATEHOLDINGS INC Total				**$**	**233.54**
SILICON VALLEY EDUCATION	4/26/2021	4007365	010	$	3,020.00
SILICON VALLEY EDUCATION Total				**$**	**3,020.00**
SILICON VALLEY SECURITY &	4/16/2021	4007236	010	$	6,673.60
SILICON VALLEY SECURITY & Total				**$**	**6,673.60**
SOFTCHOICE CORPORATION	4/9/2021	4007111	010	$	43,539.07
SOFTCHOICE CORPORATION Total				**$**	**43,539.07**
SONJA BIGGS EDUCATIONAL SVCS	4/23/2021	4007320	080	$	4,485.65
SONJA BIGGS EDUCATIONAL SVCS Total				**$**	**4,485.65**
SPRINGBOARD COLLABORATIVE	4/9/2021	4007163	060	$	13,200.00
SPRINGBOARD COLLABORATIVE Total				**$**	**13,200.00**
SPURR	4/19/2021	4007282	010	$	18,240.38
SPURR Total				**$**	**18,240.38**
STANDARD INSURANCE CO.	4/29/2021	4007388	010	$	16,498.20
STANDARD INSURANCE CO. Total				**$**	**16,498.20**
STARFALL EDUCATION FOUNDATION	4/30/2021	4007481	060	$	270.00
STARFALL EDUCATION FOUNDATION Total				**$**	**270.00**
STATE OF CALIFORNIA	4/29/2021	4007377	010	$	470.00
	4/16/2021	4007266	010	$	320.00
STATE OF CALIFORNIA Total				**$**	**790.00**
STATEWIDE TRAFFIC SAFETY AND	4/9/2021	4007147	050	$	135.89
	4/23/2021	4007331	050	$	579.22
	4/30/2021	4007442	050	$	281.00
STATEWIDE TRAFFIC SAFETY AND Total				**$**	**996.11**
STEPHANIE JOZETTE GUERRERO	4/16/2021	4007192	010	$	270.61
	4/30/2021	4007401	010	$	99.00

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STEPHANIE JOZETTE GUERRERO	4/30/2021	4007454	010	$ 95.94
STEPHANIE JOZETTE GUERRERO Total				**$ 465.55**
STEVEN WAYNE DOTY	4/9/2021	4007148	050	$ 3,500.00
STEVEN WAYNE DOTY Total				**$ 3,500.00**
SUNBELT RENTALS INC.	4/16/2021	4007237	050	$ 1,497.22
SUNBELT RENTALS INC. Total				**$ 1,497.22**
SUNBELT STAFFING LLC	4/16/2021	4007267	080	$ 51,571.00
SUNBELT STAFFING LLC Total				**$ 51,571.00**
SUPER AUTO CARE SERVICES LLC	4/1/2021	4006999	050	$ 140.00
	4/16/2021	4007238	050	$ 140.00
	4/30/2021	4007416	050	$ 140.00
SUPER AUTO CARE SERVICES LLC Total				**$ 420.00**
SUPER DUPER INC	4/30/2021	4007482	060	$ 232.40
SUPER DUPER INC Total				**$ 232.40**
SYLVIA LOPEZ	4/30/2021	4007402	010	$ 122.25
SYLVIA LOPEZ Total				**$ 122.25**
TAG/AMS. INC.	4/30/2021	4007417	010	$ 356.00
TAG/AMS. INC. Total				**$ 356.00**
TAM CONG LE	4/30/2021	4007403	010	$ 81.71
TAM CONG LE Total				**$ 81.71**
TANU KOHLI	4/1/2021	4007036	060	$ 106.02
TANU KOHLI Total				**$ 106.02**
TANYA KARINA GUERRERO	4/30/2021	4007455	080	$ 424.49
TANYA KARINA GUERRERO Total				**$ 424.49**
TARA CELENE BICKFORD	4/16/2021	4007193	010	$ 59.88
TARA CELENE BICKFORD Total				**$ 59.88**
TARGET SPECIALTY PRODUCTS	4/9/2021	4007120	050	$ 275.67
	4/30/2021	4007443	050	$ 918.42
TARGET SPECIALTY PRODUCTS Total				**$ 1,194.09**
TEACHER SYNERGY LLC	4/9/2021	4007112	010	$ 328.59
TEACHER SYNERGY LLC Total				**$ 328.59**
TeacherGeek Inc.	4/30/2021	4007483	060	$ 13,830.00
TeacherGeek Inc. Total				**$ 13,830.00**
TEAMSTERS LOCAL #150	4/29/2021	4007389	010	$ 10,273.00
TEAMSTERS LOCAL #150 Total				**$ 10,273.00**
TEAMSTERS MANAGED TRUST FUNDS	4/16/2021	4007200	670	$ 219,441.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 219,441.00**
TEXAS LIFE INSURANCE	4/29/2021	4007390	010	$ 6,834.70
TEXAS LIFE INSURANCE Total				**$ 6,834.70**
THAO THI THU DOAN	4/9/2021	4007099	010	$ 109.24
THAO THI THU DOAN Total				**$ 109.24**
THE AUDACITY PERFORMING ARTS	4/9/2021	4007164	060	$ 12,500.00
	4/23/2021	4007307	010	$ 1,200.00
THE AUDACITY PERFORMING ARTS Total				**$ 13,700.00**
THERESA NGUYEN	4/1/2021	4007037	010	$ 192.16
THERESA NGUYEN Total				**$ 192.16**
THINK TOGETHER	4/16/2021	4007206	010	$ 14,706.00

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
THINK TOGETHER	4/16/2021	4007206	060	$	91,706.33
		4007280	060	$	10,000.00
THINK TOGETHER Total				**$**	**116,412.33**
T-MOBILE USA, INC.	4/27/2021	4007375	060	$	37,897.50
T-MOBILE USA, INC. Total				**$**	**37,897.50**
TOTAL COMPENSATION SYSTEMS	4/26/2021	4007374	670	$	1,800.00
TOTAL COMPENSATION SYSTEMS Total				**$**	**1,800.00**
TRISH J SAUNDERS	4/9/2021	4007070	010	$	82.17
TRISH J SAUNDERS Total				**$**	**82.17**
TURF AND INDUSTRIAL EQUIPMENT	4/16/2021	4007239	050	$	453.69
TURF AND INDUSTRIAL EQUIPMENT Total				**$**	**453.69**
TURF STAR	4/16/2021	4007240	050	$	1,490.06
TURF STAR Total				**$**	**1,490.06**
TUTORWORKS INC.	4/16/2021	4007207	010	$	3,000.00
TUTORWORKS INC. Total				**$**	**3,000.00**
U.S. BANK	4/20/2021	4007286	010	$	785.48
			060	$	1,924.66
U.S. BANK Total				**$**	**2,710.14**
UNITED PARCEL SERVICE	4/16/2021	4007208	010	$	136.00
UNITED PARCEL SERVICE Total				**$**	**136.00**
UNITEDHEALTHCARE INSURANCE	4/26/2021	4007367	670	$	20,673.00
UNITEDHEALTHCARE INSURANCE Total				**$**	**20,673.00**
URENA, ALONDRA BEAS	4/9/2021	4007071	010	$	194.40
URENA, ALONDRA BEAS Total				**$**	**194.40**
VELAZQUEZ, ANA	4/9/2021	4007100	010	$	77.70
	4/30/2021	4007456	010	$	12.95
VELAZQUEZ, ANA Total				**$**	**90.65**
VILLALOBOS, SARAH COTA	4/30/2021	4007410	010	$	403.78
VILLALOBOS, SARAH COTA Total				**$**	**403.78**
VISION SERVICE PLAN	4/9/2021	4007178	670	$	12,102.20
VISION SERVICE PLAN Total				**$**	**12,102.20**
VISTA CENTER FOR THE BLIND &	4/16/2021	4007268	080	$	3,230.20
VISTA CENTER FOR THE BLIND & Total				**$**	**3,230.20**
VIVIAN UYEN NGUYEN	4/9/2021	4007101	010	$	24.02
			060	$	424.67
	4/16/2021	4007221	010	$	200.15
	4/30/2021	4007404	088	$	58.58
VIVIAN UYEN NGUYEN Total				**$**	**707.42**
VIVIANNE NGUYEN	4/16/2021	4007194	010	$	8.20
VIVIANNE NGUYEN Total				**$**	**8.20**
VOLER STRATEGIC ADVISORS, INC.	4/26/2021	4007373	010	$	7,650.00
VOLER STRATEGIC ADVISORS, INC. Total				**$**	**7,650.00**
WATER QUALITY PLUMBING INC	4/16/2021	4007241	050	$	475.00
WATER QUALITY PLUMBING INC Total				**$**	**475.00**
WELLS FARGO EQUIPMENT FINANCE	4/20/2021	4007288	010	$	29,548.04
WELLS FARGO EQUIPMENT FINANCE Total				**$**	**29,548.04**
WENDY BOSSHARDT	4/16/2021	4007195	010	$	66.86

AP Check Register - Pivot Table Summary by Vendor
April 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
WENDY BOSSHARDT Total				**$ 66.86**
WENDY LYNN ROLFS	4/9/2021	4007102	010	$ 130.75
WENDY LYNN ROLFS Total				**$ 130.75**
WEX Health Inc	4/16/2021	4007209	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WOODWIND & BRASSWIND INC.	4/9/2021	4007072	010	$ 299.90
		4007165	010	$ 1,490.80
	4/23/2021	4007361	010	$ 262.12
WOODWIND & BRASSWIND INC. Total				**$ 2,052.82**
WRIGHT, HENRY B.	4/19/2021	4007285	010	$ 1,333.33
WRIGHT, HENRY B. Total				**$ 1,333.33**
YI-CHUN CHIEN	4/9/2021	4007172	080	$ 58.00
YI-CHUN CHIEN Total				**$ 58.00**
YMCA OF SILICON VALLEY	4/23/2021	4007321	010	$ 40,236.77
			060	$ 21,024.35
YMCA OF SILICON VALLEY Total				**$ 61,261.12**
YOLANDA VILLARREAL	4/9/2021	4007103	010	$ 182.57
			060	$ 357.50
YOLANDA VILLARREAL Total				**$ 540.07**
ZINAIDA ADIL ENGINEER	4/1/2021	4007038	010	$ 314.59
ZINAIDA ADIL ENGINEER Total				**$ 314.59**
Grand Total				**$ 4,708,152.07**

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:

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 K.C. Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

9.04

Agenda Placement

Meeting: May 13, 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
May 13, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST & FUNDING	PURPOSE
Fischer M.S Dr. George Kleidon	05/14/21- 06/08/21	Bay Area Women's Sport Initative (BAWSI)	$2,500.00	BAWSI will provide an enrichment, wellness program for 6th - 8th grade students for Fischer along with mentoring, leadership and confidence building activities that will help students succeed. Funding: General
Renaissance at Fischer Doug Kleinhenz	05/14/21- 06/08/21	Bay Area Women's Sport Initative (BAWSI)	$2,500.00	BAWSI will provide an enrichment, wellness program to 6th - 8th grade students for Renaissance at Fischer along with mentoring, leadership and confidence building activities that will help students succeed. Funding: General
Renaissance at Fischer Doug Kleinhenz	05/14/21- 06/30/21	Paul J. Gonzalez	$4,970.00	Renaissance at Fischer mural project will beautify the school, deter graffiti and represent the school's direction and vision. An anti-graffiti protective coating will be applied to mural. Funding: Various
Academic Services/ VAPA Danelle Finnen	05/14/21- 06/30/23	QuaverEd	$26,320.00	Provide 15 teacher licenses for standards-based, electronic music curriculum. Licenses include teacher and student curriculum, assessment and resources. Self-paced and live professional development, technology support and single-sign – on integration is included. Funding: General

Alum Rock Union Elementary School District
May 13, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Early Learning Dr. Dianna Ballesteros	07/01/21- 08/01/21	SOMOS Mayfair	No Cost	This agreement specifically relates to the implementation and design of a Bridge to Kinder (B2K) in-person program in the summer of 2021 at Cassell, Hubbard, Linda Vista, Painter and San Antonio. This is a free 4-week half-day summer program designed for children and families entering T4, TK, Kinder and first grade in the 2021/2022 SY. This program will prepare 120 students for a successful start to the kindergarten year. Funding: Restricted
State and Federal Sandra Garcia	06/15/21- 07/16/21	Girl Scouts of Northern California (GSNorCal)	No Cost	Provide up to 128 ARUSD students with Girl Scout's STEM/STEAM Program and Healthy-Living/SEL Program for 5 weeks of summer programs for up to 8 schools. Programs will be provided using a hybrid (in-person and/or virtual) STEM/STEAM Program and/or Healthy Living/SEL Program at no cost to the participants or ARUSD. Funding: TB
State and Federal Sandra Garcia	06/15/21- 07/27/21	Jose Valdes Math Foundation	$85,500.00	Provide students a summer enrichment (Math Institute) program (5^{th} – 7^{th} grade) and summer remedial (Math Academy) program (4^{th} - 6^{th} grade). This is a 24-day program at an ARUSD campus or virtual sessions if/as needed. JVMF will serve up to 120 students for enrichment and 250 students for the remedial program. Funding: Restricted

Alum Rock Union Elementary School District
May 13, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	07/01/21- 06/30/22	International Association for Human Values (IAHV)	No Cost	Master Contract: IAHV "Sky Schools Program" is a yoga program for ARUSD schools designed to help decrease stress and negative copying habits for students. Goal of the program is to create a stress and violent free school environment. Services are available virtually as well as in-person. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Clyde L. Fischer (School/Dept.) VENDOR NO. 21035

Submitted by: Dr. 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: BAWSI - Bay Area Women's Sports Initative

   Address: 1922 The Alameda Suite 420 City: San Jose State: CA Zip: 95126

   Phone: (408) 247-2544 Email Address: bawsi@bawsi.org

   SSN: _____ or Fed I.D. #: 55-0897084

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 05/14/2021 end date 06/08/2021

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:

   To enrich and complement the health and wellness of the 6th - 8th grade girls @ Fischer. To mentor and provide leadership tools leading to success. Introduce the foundations of sports and confidence building activities.

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:** $ $2,500.00 (describe rate agreement) for services rendered

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	130	5270	~~2,500.00~~ 2400	
060	3010	0	5815	00	1110	1000	000000	130	1190	100	4/29/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

BAWSI
BAY AREA WOMEN'S SPORTS INITIATIVE

Active Lives. Empowered Futures.

BAWSI Leadership Accelerator Memorandum of Understanding

2020-21

BAWSI would like to thank you for the opportunity to serve girls in 6th – 8th grade in the spring at **Fischer Middle School and Renaissance Academy at Fischer** for the 2020-21 school year. It is our goal to transform the health and futures of girls in your community.

You can expect **BAWSI** to:

- Conduct a school-wide survey of experiences and needs for girls-sports for all girls
- Provide each BAWSI participant with a uniform shirt, playground ball, jump rope and journal
- Provide two BAWSI Athlete Leaders to oversee and supervise the program
- Take attendance each week and provide an updated roster (if desired)
- Provide athletes that played women's sports to empower girls to take charge of their lives
- Provide Zoom platform and weekly links for virtual programming
- Deliver a free sports and leadership development curriculum using a variety of fun activities
- Be in regular communication with your point of contact
- Athlete Leaders and BAWSI staff will have current TB documentation on file
- A virtual curriculum with live and pre-recorded content will be provided until further notice

BAWSI requests the following of **Fischer Middle School and Renaissance Academy at Fischer** and its staff:

- Distribute BAWSI flyers and forms as needed electronically upon request
- Assist with recruiting directly and indirectly (e.g., student assemblies, adding BAWSI to parent meetings)
- Provide support for distribution of BAWSI goodie bags (with their equipment and supplies)
- Once dates are set, avoid scheduling conflicting programs and events
- Provide a point of contact that can be reached directly during school hours
- Provide support for ensuring high attendance
- Make announcements on behalf of BAWSI upon request
- Make administrator available for interview at the end of programming (we use this for program evaluation)
- Provide all paperwork required for Use Permit to be submitted to the district *If needed
- Contribute to the financial cost of programming $5,000

Jennifer C. Smith
BAWSI Representative (print name)

Jennifer C. Smith 4/1/21
BAWSI Representative (signature) Date

George Kleider 3/8/21
Fischer MS Principal (print name)

3/8/21
Fischer MS Principal (signature) Date

Doug Kleinhenz
Renaissance @ Fischer Principal (print name)

Douglas Kleinhenz 3/8/21
Renaissance at Fischer Principal (signature) Date

*Virtual programming in the spring semester may eliminate the need

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Renaissance Academy @ Fischer (School/Dept.) VENDOR NO. 21035

Submitted by: Doug Kleinhenz

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: BAWSI - Bay Area Women's Sports Initative

   Address: 1922 The Alameda Suite 420 City: San Jose State: CA Zip: 95126

   Phone: (408) 247-2544 Email Address: bawsi@bawsi.org

   SSN: _____ or Fed I.D. #: 55-0897084

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 05/14/2021 end date 06/08/2021

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:

   To enrich and complement the health and wellness of the 6th through 8th grade girls @ RAF. To mentor and provide leadership tools leading to success. Introduce the foundations of sports and confidence building activities.

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   X b. **Other:** $ $2,500.00 (describe rate agreement) for services rendered

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	290	5270	2,500.00	

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

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

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CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

BAWSI
BAY AREA WOMEN'S SPORTS INITIATIVE

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- Take attendance each week and provide an updated roster (if desired)
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- Provide Zoom platform and weekly links for virtual programming
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- Make administrator available for interview at the end of programming (we use this for program evaluation)
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- Contribute to the financial cost of programming $5,000

Jennifer C. Smith
BAWSI Representative (print name)

Jennifer C Smith 4/1/21
BAWSI Representative (signature) Date

Georgia Kleiber 3/8/21
Fischer MS Principal (print name)

3/8/21
Fischer MS Principal (signature) Date

Doug Kleinhenz
Renaissance @ Fischer Principal (print name)

Doug Kleinhenz 3/8/21
Renaissance at Fischer Principal (signature) Date

*Virtual programming in the spring semester may eliminate the need

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Renaissance Academy at Fischer (School/Dept.) VENDOR NO. 017375

Submitted by: Doug Kleinhenz

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: Paul J. Gonzalez

   Address: 1562 Bahama Way City: San Jose State: CA Zip: 95122

   Phone: (408) 203-4035 Email Address: paul@pauljgonzalezartsstudios.com

   SSN: 553-35-8286 or Fed I.D. #: _____

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 05/14/2021 end date 06/30/2021

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:

   Renaissance @ Fischer Mural Project included and anti-graffiti protective coating will be applied.

   The mural will beautify the school, deter graffiti, and represent the school's direction and vision.

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:** $ $4970.00 (describe rate agreement) for services rendered

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	290	2850	4,000.00	
060	3210	0	5815	00	1110	1000	000000	290	2110	970.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Renaissance Academy Multicultural Hands Mural Project

1720 Hopkins Dr.
San Jose, CA 95122

Project Contact:
Doug Kleinhenz
(408) 757-1043

Paul J. Gonzalez
art studios

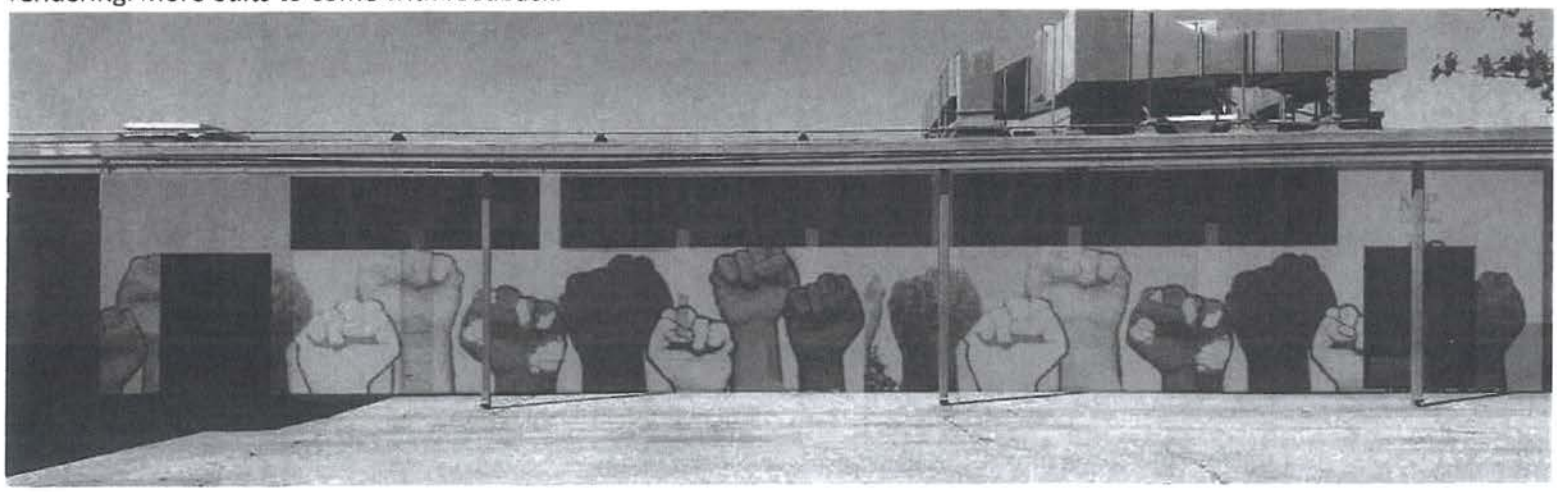
Budget:
$6,000 graffiti coating included

- If the mural project is halted, or changes direction, compensation for design time will apply.
- A 25% - 50% down payment with start the project. This is negotiable with the client and artist.

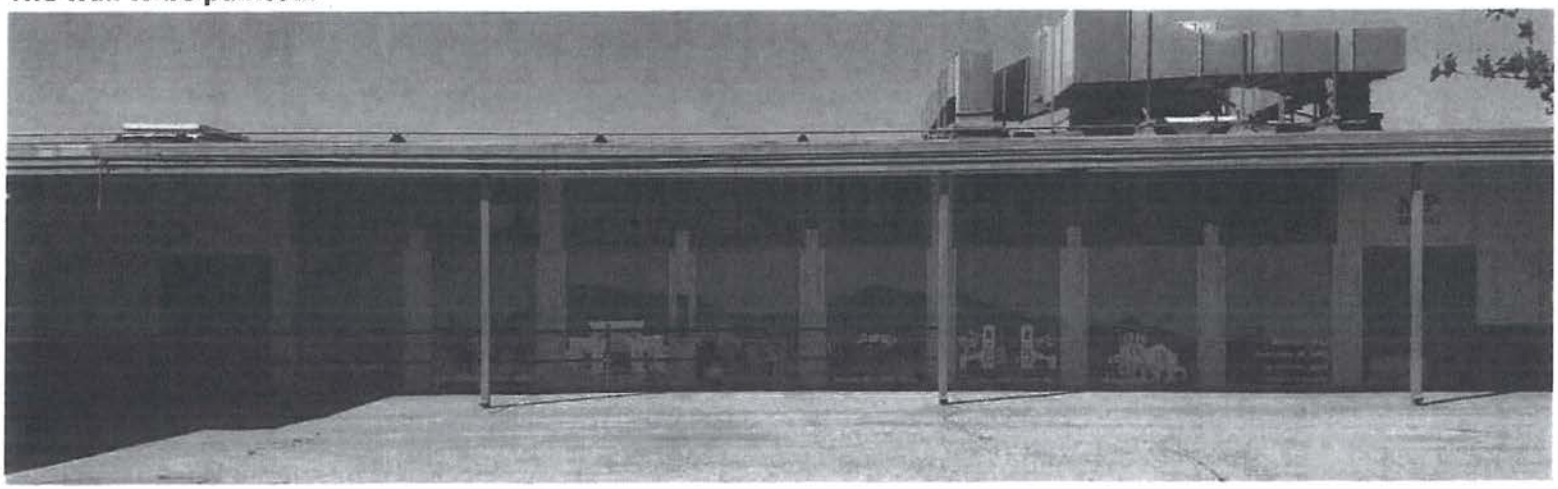
Mural Project Steps:
Important: All murals painted on school or public property can be removed or painted over by the owners or managing parties. I give consent for the work to be removed if needed. Upon removal one does not need to contact me to inform of the removal.

Estimated Completion Date:
Start time May 14th 2021 – June 30th 2021 2 -4 weeks to complete.

Ideas and Content for the Mural:
This is the image of the inspiration and direction for the mural. The design will be edited more to add visual interest. This is the 1 rendering. More edits to come with feedback.



The wall to be painted:



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: VAPA (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Danelle Finnen

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: QuaverEd

   Address: 65 Music Square City: Nashville State: TN Zip: 3723

   Phone: (615) 922-2008 Email Address: JayBQuaverEd.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date May 14, 2021 end date June 30, 2023

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

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

   QuaverEd will provide 15 teacher licenses to their standards-based, electronic music curriculum. Licenses include teacher and student access to curriculum, assessments and resources. Self-paced and live professional development, technology support and single-sign-on integration is included.

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:** $26,320 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	0000-5846-00	1110400000000	0-5260-0	$26,320	310	4/28/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Quote

Alum Rock Union School District

Date: 4/13/2021
Attn: Danelle Finnen

License Length: May 14, 2021 to June 30, 2023

Item Description:	# of Grades	# of Teachers	Unit	Total
Quaver **Music** Curriculum Resources	3 grades	14	$1,680.00	$23,520.00
	2, 3, 4, 5, 8	1	$2,800.00	$2,800.00
Quarterly Content Updates				INCLUDED
Student Access to Student Resources				INCLUDED
Access to 50+ Hours of Online Resources/PD				INCLUDED
Offline Resources and Shipping				INCLUDED
			Total	**$26,320.00**

Includes all of the following elements:

- Customizable Lesson Plans
- Lesson Plan Presenter
- Teacher GradeBook
- *Auto-Graded Assessments*
- ClassPlay
- Bach's Brain
- World Music
- Student Accounts
- Online Quaver Classrooms
- Quaver Unplugged Content
- Virtual Training Program

QuaverEd.com
65 Music Square West
Nashville, TN 37203

Jay Borland
Director of Sales
JayB@QuaverEd.com
615.922.2008

Services Provided for Alum Rock Union School District

1. Teacher Licenses

The QuaverMusic general music curriculum is a comprehensive, digital curriculum platform with resources for both teachers and students accessible online.

Teacher Access to Electronic Curriculum:

All QuaverMusic Curriculum Resources are available online, teachers simply log in with their unique Quaver Name and password, or use the district's single sign-on capabilities, to access their account for planning and teaching.

With a license to Quaver's General Music Curriculum, each Alum Rock music educator receives access to the comprehensive set of curriculum resources. Each teacher will receive an Individual license that allows them to access their Quaver account at the multiple schools they teach at.

Student Access to Electronic Curriculum: Quaver licenses also include an unlimited number of free student accounts, which students can use to access individualized content online. Once logged in, they can access a Student Dashboard full of assignments, assess-ments, and other content to support classroom teaching.

2. Integration Services

Included in the price of the licenses are integrated services. Theses services include rostering and single sign on for supported formats. Your district IT department will work with our implementation department to make this happen.

3. Professional Development

QuaverMusic is supported by a comprehensive and proactive professional development program to ensure ongoing development of the educator's knowledge and skills. PD training is included in the license.

QuaverMusic also offers additional Professional Development opportunities throughout the year to licensed users. These offerings include weekly emails, monthly training videos, and a fully maintained professional development curriculum.

Our online Professional Development options allow educators to tune into ongoing training 24 hours a day, 7 days a week. With 11 training courses focused on how to integrate specific resources in the classroom, teachers can continue their own professional development as they choose.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Early Learning (School/Dept.) VENDOR NO. 18629

PROGRAM MANAGER: Dr. Dianna Ballesteros

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: SOMOS MAYFAIR

   Address: 370-B S. King Road City: San Jose State: CA Zip: 95116

   Phone: (408) 393-6337 Email Address: cfontanilla@somosmayfair.org

   SSN: _____ or Fed I.D. #: 77-0499813

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date August 1, 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:

   This MOU specifically relates to the implementation and design of a Bridge to Kinder (B2K) ~~in-person program in the summer of 2021 at Cassell,Hubbard,Linda Vista, Painter and San~~ Antonio. This is a free 4-week half-day summer program designed for children and families entering T4,TK, Kinder and First grade in the 2021/22 school year. This program will ~~prepare 120 students for a successful start to the kindergarten year.~~

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:** $0.00 (describe rate agreement) zero cost to ARUESD.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-7425	-0-5815-1110-1000	-000051-065-7390		$0.00	Expanded Learning	4/29/21

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

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

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CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

DocuSign Envelope ID: 0B236568-4D03-42DA-92B2-F1070B755E6B

Memorandum of Understanding (MOU) Between
Alum Rock Union Elementary School District and SOMOS Mayfair

This Memorandum of Understanding (MOU) is entered by and between Alum Rock Union Elementary School District (ARUESD) and SOMOS Mayfair (SOMOS).

Introduction

The purpose of this MOU is to establish agreement regarding our collaboration on the implementation of Summer Bridge to Kindergarten (B2K) Programs within ARUESD in summer of 2021.

This MOU would specifically relate to implementation and design of a B2K Program in the Summer of 2021 at **Painter, Cassell, Linda Vista, San Antonio and Hubbard.** Registration dependent on staffing and spacing due to social distancing requirements.

The partnership recognizes the crucial importance of early learning to prepare students, engage families, and build teacher/family/student relationships focusing on the success of our community's students. Kindergarten readiness is a predictor of 3rd grade proficiency and later academic performance and life opportunities. Early learning success is crucial.

The B2K Program is to be a free 4-week, half-day in-person summer program designed especially for parents and students who will be entering T4/TK, kindergarten and First grade in the 2021/2022 school year. B2K program will prepare up to **120 children** for a successful start to the kindergarten year by teaching important skills needed to transition to school and beyond. A key component is parent education to build engagement in their child's learning. While students are learning, parents attend scheduled virtual parenting classes.

Program Dates

Tuesday, June 15, 2021 through Friday, July 16, 2021 (no classes on July 5th, 2021)

Key Program Features and Goals of B2K

- Student instruction covering self-regulation, social expression, self-care/motor skills and

DocuSign Envelope ID: 0D258588-4D03-42DA-92B2-F1670B753E8B

academics

- Teachers create early relationships with students and families and understand learning and other needs
- Programs are located on school campuses helps children and parents get comfortable and transition to in person teaching and learning.
- Concurrent parent sessions build skills in literacy, communications and educational support will be provided virtually
- Parent/Family engagement component offered to working parents who are unable to participate during the B2K session hours will be given options.

Goals of this effort

1) Improve the school readiness and academic achievement of 120 children, eligible ages T4-TK-K- 1st grade entering school year fall 2021-2022
2) Engage and build relationships with families and strengthen parent engagement over time
3) Compare assessment data between B2K students and control cohort for the Kindergarten year and up to 3rd grade.

I. MOU Term

This agreement shall become effective June 1st, 2021 and continue through August 1st, 2021 unless terminated pursuant to the termination provisions of this agreement described in Section VI.

II. Funding Availability

ARUESD Funding for the school site supervisors, teachers and janitors will be provided by ARUESD at the following schools: Painter, Cassell, Linda Vista, San Antonio and Hubbard.

SOMOS funding for the services outlined in this MOU are fully supported by a combination of funding from SOMOS Mayfair and the Santa Clara County School Link Services FY 20-21 annual contract. Corresponding program budget Attachment A.

DocuSign Envelope ID: 0D258588-4D03-42DA-92B2-F1670B753E8B

III. Scope of Responsibilities

ARUESD and SOMOS agree on the following:

1. ARUESD responsibilities:
   a. Program Outreach: ARUESD Community liaisons will execute an outreach and recruitment strategy co-developed by ARUESD and SOMOS Mayfair.
   b. Provide up to 2 classrooms per site per cohort of students. Classrooms provided for student instruction.
   c. Hire B2K teachers, selects curriculum, conducts training of B2K teachers, develops B2K assessment, recruits B2K students and parents, oversees student instruction, provides janitorial service during program.
   d. Provide staff support for the program (Department of Early Learning, Principal, teachers, curriculum and instruction coordination, janitorial service).
   e. ARUESD teachers will track student attendance and student achievement.
   f. Provides student data over Kindergarten year and during later school years, evaluates and reviews B2K efficacy with partners.
   g. Provide breakfast and lunch in the grab and go meal service to all participating children in the B2K program, including children participating in childcare activities.

2. SOMOS responsibilities:
   a. Provide project management of parent education virtual sessions following the *Abriendo Puertas*/Triple P and SEEDS model.
   b. Provide support to Painter, Cassell, Linda Vista and San Antonio and Hubbard school sites.
   c. Recruit and provide training and oversight of Promotores as facilitators of the parent education virtual sessions.
   d. Program Outreach: ARUESD Community liaisons will execute an outreach and recruitment strategy co-developed by ARUESD and SOMOS.
   e. Ensure clearances are completed for the Promotores: TB and LiveScan testing as per ARUESD policy.
   f. Provide language appropriate parent classes at designated locations (English, Spanish).
   g. Adhere to all ARUESD policies while on ARUESD school sites.
   h. Work with the Department Early Learning, school Principal(s), B2K teachers to handle issues in timely fashion.
   i. Help coordinate program-closing ceremony with the Department of Early Learning, Principals and teachers and B2K partners.
   j. Keep accurate attendance data on parent attendance by name.
   k. Work with B2K partners to identify and take receipt of student and family data, assessment information, etc. for program evaluation purposes.
   l. Facilitate interim feedback reporting of program/student progress to all partners.
   m. Facilitate the reporting of evaluation data, lessons learned, and expansion considerations to all stakeholders
   n. Administer the ASQ (Ages and Stages) questionnaire to participating children and families
   o. Evaluate and summarize findings, lessons learned, and expansion considerations after B2K program ends in summer 2021.

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Any changes in the above agreements must be made by consensus by ARUESD and SOMOS. Both parties must authorize all changes or amendments to this MOU in writing.

I. Confidentiality of Data

All student and family data and assessment data will be treated as confidential and shall be protected from unauthorized use. Data will be used for analysis and evaluation of program efficacy and no identification or personal information will be noted.

II. Termination

Termination of this agreement may be made by any party, at any time, with at least 30 days

notice.

Authorized Signatures:

Dr. Hilaria Bauer, Superintendent — Date
ARUESD

DocuSigned by:
DFCB9BF072384E4...

4/16/2021

Camille Llanes-Fontanilla, Executive Director — Date
SOMOS Mayfair

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SOMOS MAYFAIR		2021 Bridge to Kinder (B2K) Budget 6/15 to 7/16 (No classes July 5rd)
EXPENSES		
	2021 Totals	**Assumptions / Notes** **5 cohorts** 5 schools in-person
Supplies		
Parent Workshops	$ 4,800	*$1,200 parent group. 4 groups total.* *Binders, curriculum, chart paper, markers, classroom materials and food supplies* *2 workshops per site, potentially up to two classrooms of parent workshops*
Outreach	$ 1,800	*Printing and outreach materiasl*
Participant Incentives	$ 6,000	*$100 for up to 60 families that participate in workshops and complete Intakes and ASQs.*
ASQ/Intake Incentive	$ 3,000	*Alternative: $50 per completion of up to 60 ASQs AND Intakes for families that don't participate in workshops*
Student Incentive	$ 4,800	*Backpack and school supplies distrubted during graduation*
Graduation Celebrations	$ 4,000	*$500 per school site class (5 sites); and t-shirts*
Raffles	$ 2,400	*$50 * 3 days per week * 4 weeks = 12 total raffels 50*
Livescan & TB Testing	$ 800	*Livescan and testing for 8 facilitators and volunteers/site* *Calc @ $100 per person.*
Sub Total Supplies	**$ 27,600**	
Food		
Parent Classrooms (includes food delivery)	$ -	Not an option since workshops will be virtual
Robust Breakfast and Lunch	$ -	*NO COST to SOMOS: Breakfast and Lunch for 120 B2K students provided by ARUESD in the grab and go meal service*
Sub Total Food	**$ -**	
Facilitators / Child Care		
Orientations	$ 600	*Orientation 4 facilitators for 4 Orientation 2 hours each, $23hr*
Facilitator Training (2 days)	$ 736	4 facilitators for 4 hours 2 days at $23.00
Child Care for workshops		*No childcare needed*
Leader Incentive	$ 2,000	***Leaders:*** *4 Leaders, $500 incentive for facilitation*
Parent Workshops Facilitators, Evaluation days and Orientation	$ 4,968	***Day-time Workshops:*** *4 facilitators, 9 working days, 6 hrs per day, $23/hr*
La Escuelita Maestras (Wednesday)	$ 3,120	***Escuelita*** *:3 maestras 4 days 5 hours $20hr*
ASQ's	$ 4,800	***Conduct ASQs for 120 children*** *: 120 ASQs / 2 hrs per ASQ / $20hr* *SOMOS Maestras*
Parent Leadership Development Follow up	$ 1,840	***Leadership Follow up*** *: 80hrs @ $23hr*
Sub Total Facilitators / Child Care	**$ 17,464**	
Program Oversight		
Somos Staff (June - Prep) B2K	$ 8,653	*1 month of Somos' staff time; 2 Site Sups @ 0.50FTE each;* *1 Prg Mgr @ 0.40FTE ; 1 Prg Dir*
Somos Staff (July - Execution) B2K	$ 2,207	*2 Site Supervisors @ 0.25FTE each for one month. 1 Facilities/IT @.25 FTE* *Oversight of all parent programs.*
Somos Admin	$ 14,222	*Calculated at 14% of total cost*
Sub Total Oversight	**$ 25,082**	
TOTAL	**$ 70,146**	***SOMOS Mayfair to cover 100% of expenses outlined in this budget***

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 18293

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Girl Scouts of Northern California

   Address: 1310 S. Bascom Ave. City: San Jose State: CA Zip: 95128

   Phone: (408) 287-4170 Email Address: mcidre@gsnorcal.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 15, 2021 end date July 16, 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:

   Girls Scouts of Northern California (GSNorCal) will provide up to 128 ARUSD students with Girl Scout's STEM/STEAM Program and Healthy-Living/SEL Program for 5 weeks (6/15/2021-7/16/2021) of summer programs for up to 8 schools. Programs will be provided using a hybrid (In-Person and or Virtual) STEM/STEAM Program and or Healthy Living/SEL Program at no cost to the participants or Alum Rock Union School District.

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:** $ 0.00 (describe rate agreement) $0 Program at no cost to the Participants/District

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
~~000~~	0000	0	~~0000~~	00	~~0000~~	~~0000~~	000000	360	~~0000~~	$0	
010			5815		1110	1000			7221		

4/28/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SUMMER 2021 MEMORANDUM OF UNDERSTANDING BETWEEN

GIRL SCOUTS OF NORTHERN CALIFORNIA & **ALUM ROCK UNION SCHOOL DISTRICT**
1310 S. Bascom Avenue, San José, CA 95128 — 2930 Gay Ave., San Jose, CA 95127

Girl Scouts of Northern California (GSNorCal) and Alum Rock Union School District (ARUSD) wish to enter into a collaboration to provide students with Girl Scout's STEM/STEAM program and Healthy Living/SEL program. To assist in this project, this memorandum of understanding provides as follows:

Girl Scouts of Northern California will:

1. Provide agency contact person:
   Asako Pettinger, Community Based Program Manager
   E-mail: apettinger@gsnorcal.org
   Phone: (408) 287-4170 x 3004, FAX: (408) 287-8025, Cell (408) 219-0659
2. Will handle minor 1st aid situations, if applicable.
3. Recruit 16 girl participants/site.
4. Provide a hybrid (In-Person and or Virtual) STEM/STEAM Program and or Healthy Living/SEL program at no cost to participants or Alum Rock Union School District: 5 weeks (6/15/2021-7/16/2021) of summer programs to up to 8 schools. Number of sites is dependent on Girl Scout funding and individual school's capacity. The program schedule to be decided by GSNorCal and ARUSD that complies with health and safety guidelines by the County Health Department, ARUSD and GSNorCal.
5. Coordinate times and dates directly with the school liaison or principal.
6. Provide 1 virtual or in-person fieldtrip, if permitted by health and safety guidelines by the County Health Department, ARUSD and GSNorCal. TBA.
7. Share survey results with schools and district upon request.
8. Will clean-up the designated classroom, community room, library, etc. after each use, if applicable.
9. Provide trained screened and TB tested staff to facilitate program.
10. Ensure all participants are directly supervised at all times.
11. Be in contact with authorized staff to notify of any cancellations or changes in schedule.
12. Offer the opportunity to participate in Girl Scout Troop experience and Girl Scout's entrepreneurship and financial literacy program (Girl Scout Product Program).

Alum Rock Union School District/Schools will:

1. Provide contact person for each of the selected school sites
2. Designate a safe space with access to a bathroom during program days/times at each school
3. Ensure there is a summer school administrator staff or volunteer on campus that Girl Scout instructor will have access to at all times.
4. Assist in promotion by allowing Girl Scout staff to recruit a minimum of 16 participants/site by i.e., posting/distributing flyers and notifying students & parents of our program.
5. Help distribute and collect GS program registration forms.

Representative of Girl Scouts of Northern California — Date: 4/9/2021
Asako Pettinger, Community Based Program Manager

Representative of Alum Rock Union School District — Date:
Hilaria Bauer, Ph.D., Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 021914

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Jose Valdes Math Foundation

   Address: P.O. Box 26484 City: San Jose State: CA Zip: 95159

   Phone: (408) 758-8831 Email Address: bob.turner@josevaldesmath.org

   SSN: _____ or Fed I.D. #: 260-825-700

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 15, 2021 end date July 27, 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:

   Jose Valdes Math Foundation offers students a summer enrichment (Math Institute) program (5th-7th grade) and a summer remedial (Math Academy) program (4th-6th grade). This is a 24-day program at a ARUSD campus or virtual sessions if/as needed. JVMF will serve up 120 students for enrichment and 250 students for the remedial program.

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:** $ 85,500.00 (describe rate agreement) $85,500.00 - enrichment (Math Institute) program (up to 120 students) $0 - Remedial (Math Academy) program (up to 250 students)

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7425	0	5815	00	1110	1000	000010	360	7390	$85,500.00	JL 4/29/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

VALDÉS MATH
Matemáticas para todos

Memorandum of Understanding
Alum Rock Union Elementary School District and the José Valdés Math Foundation

This Memorandum of Understanding (MOU) establishes the terms and understanding between the Alum Rock Union Elementary School District (DISTRICT) and the José Valdés Math Foundation (JVMF).

A. PURPOSE

JVMF will offer:

1. A Common Core Summer Institute (Enrichment) Program for students currently in 5th grade, 6th grade, and 7th grade, who meet or exceed math standards (Levels 3 and 4). These classes will be conducted over a 24-day period at DISTRICT-provided campus site[s] (Tuesday, June 15, 2021, to Tuesday, July 27, 2021). The DISTRICT and JVMF anticipate having 70% or more of the participating students completing the Summer Institute Program to improve at least one grade level in math proficiency.

2. A Common Core Summer Academy (Remedial) Program for students currently in the 4th grade, 5th grade and/or 6th grade who do not meet or nearly meet math standards (Levels 1 and 2). These classes will be conducted over a 24-day period at DISTRICT-provided campus site[s] (Tuesday, June 15, 2021, to Tuesday, July 27, 2021). The DISTRICT and JVMF anticipate having 70% or more of the participating students completing the Summer Academy Program to improve at least one grade level in math proficiency (with approximately 25% of those improving by more than a year).

B. SCOPE

The DISTRICT and JVMF shall provide to participating students, selected by the DISTRICT, the opportunity to be placed in an appropriate math grade level once they return to class in the Fall.

The JVMF Summer Program objectives will be measured through the following metrics:

- Pre/Post tests administered by JVMF;
- Teacher recommendation;
- Achieving scores on standardized tests that reflect that the student is capable of meeting grade-level expectations;
- DISTRICT standardized-testing data:

2018–19 Achievement Level	Grade 4	Grade 5	Grade 6	Grade 7
Standard Exceeded: Level 4	10.69%	14.20%	11.54%	10.50%
Standard Met: Level 3	18.51%	13.54%	15.23%	13.12%
Standard Nearly Met: Level 2	36.16%	27.07%	28.76%	26.72%
Standard Not Met: Level 1	34.64%	45.19%	44.47%	49.66%

https://caaspp-elpac.cde.ca.gov/caaspp/ViewReport?ps=true&lstTestYear=2019&lstTestType=B&lstGroup=1&lstGrade=13&lstSchoolType=A&lstCounty=43&lstDISTRICT=69369-000&lstSchool=0000000

C. TERMS

DISTRICT shall:

1. Contact parents of selected students notifying them of their child's acceptance into the JVMF Summer Program.
2. Make every reasonable effort to ensure a minimum of 120 Institute (Enrichment) students and a minimum of 250 Academy (Remedial) students.
3. Develop and implement a system to register selected students via the JVMF online registration page(s).
4. Secure a maximum of 12 classrooms at DISTRICT-provided campus site(s); an isolation room and agreed to provisions to comply with DISTRICT COVID-19 safety protocols.

5. To provide relevant training regarding safety protocols to prevent the spread of COVID-19 consistent with CDC, State and DISTRICT guidelines.
6. Provide Chromebooks/laptops and/or other appropriate electronic devices for student virtual learning, if/as needed.
7. Provide breakfast and/or lunches for participating students.
8. Track performance of participating students and provide student data to JVMF upon the new academic school year.
9. Pay $712.50 per participating Institute (Enrichment) student. DISTRICT shall issue JVMF a payment of $42,750 on or before June 15, 2021, which is equal to 50% of the number of students anticipated to participate. The remaining $42,750 shall be paid to JVMF on or before August 30, 2021.

JVMF shall:

1. Administer both JVMF Summer Math Programs (Valdés Math Academy and Valdés Math Institute) to DISTRICT-eligible students over a 27-day period at DISTRICT-provided campus site[s], from Tuesday, June 15, 2021, to Tuesday, July 27, 2021.
2. Provide, hire and compensate teachers, teaching assistants, and other staff as needed.
3. Purchase and provide curriculum material/supplies. General PPE – masks, hand sanitizer etc.
4. Provide classes consisting of mutually-agreed-upon hours of math instruction per day, with homework as necessary.
5. Finalize pre/post data from JVMF and submit to DISTRICT no later than September 30, 2021.

DISTRICT and JVMF shall:

Work collaboratively to ensure that students are placed in the appropriate math level in the JVMF Summer Program and in the following school year.

D. DURATION OF MOU

The term of this MOU is for a period beginning June 1, 2021 (upon Board approval) through September 30, 2021, and may be extended/renewed upon written mutual agreement.

Either party may terminate this MOU upon thirty (30) days written notice without penalties or liabilities.

MOU Agreed to On _____ / ____ / _____ (Date)

BY:

_____	Robert Escobar
Hilaria Bauer, Ph. D., Superintendent Alum Rock Elementary School District 2930 Gay Avenue San Jose, CA 95127	Robert Escobar, Executive Director José Valdés Math Foundation 25 North 14th Street, Suite 760 San Jose, CA 95159

Class/Instruction Schedule

Six (6) Week Program, Days of Instruction
Start Date is Tuesday, June 15, 2021; last day of instruction is July 27, 2021

June – 10 days of instruction typically Monday through Thursday
July – 14 days of instruction Monday through Thursday (Monday, July 5, 2021 recognized as a Holiday)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 22127

Submitted by: Norma Flores, Director

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: International Association for Human Values (IAHV)

   Address: 2401 15th St. NW City: Washington DC State: _____ Zip: 20009

   Phone: (650) 521-1343 Email Address: priya.mayur@iahv.org

   SSN: _____ or Fed I.D. #: 52-2178069

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2021 end date June 30, 2022

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:

   IAHV "Sky Schools Program" is a yoga program for ARUSD schools designed to help decrease stress and negative coping habits for students. Goal of the program is to create a stress and violent free school environment. Services available virtually as well as in person.

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

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

   X b. **Other:** $_____ (describe rate agreement) Not to exceed $1,000.00 per cohort

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	1110	3130	0000	000000	340	~~5210~~ 7221	Master Contract	
											4/28/21

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

Date: March 29, 2021

International Association for Human Values (IAHV) SKY Schools Program (formerly YES! For Schools) provides an evidence based social emotional learning (SEL) curriculum to students ages 4 to 18 with age-appropriate programming for different ages. The program is taught both online and in-person over a period of two-four weeks. Both formats include our interactive, CASEL recognized SEL program along with neurorestorative breath-based practices that are restorative to the nervous system and assist in key competencies such as emotional regulation. A key difference in the online versus in-person programming is that online we are able to incorporate the SKY Breathing practice that can be used as a daily practice to prevent stress and a series of shorter breathing practices that can be used to manage stress in the moment. Due to the pandemic, our in-person programming is limited to three simple breathing practices that can safely and comfortably be done with a mask. The SKY Breathing practice is a simple, yet profound practice supported by over 100 peer reviewed studies. Please see Page 2 for more details.

By providing practical tools and skills, the program proposes to decrease stress and violent/negative coping habits. The long-term goal is to create stress-free, violence-free schools. Independent research by UCLA shows SKY Schools reduces impulsive behavior in youth. SKY Schools received the ESUHSD Board President's award in Feb 2014 for exemplary service to the community. SKY Schools was featured on the front page of San Jose Mercury News on Monday, Nov 30th 2009. Here is a link to article: http://www.mercurynews.com/news/ci_13891432?nclick_check=1.

Please feel free to contact me if you need answers to any specific questions or need further information about the project.

Sincerely,

Priya Mayureshwar
SKY Schools Director, Bay Area CA
Priya.mayur@iahv.org 650-521-1343

Program name	Type (in person/online)	Duration	Cost
Tools to reduce Stress (adults)	Online	30 – 60 minutes	$50 for 30 minutes $100 for 60 minutes
SKY Schools Breathwork and Wellness for Educators and Parents	Online	6 hours; 2 hours a day across 3 days	$145 per participant. $100 per participant for schools where 5 or more educators/admin/counselors/parents enroll.
SKY Schools for grades K-2	Online or in-person with mask	3 weekly sessions of 20 minutes each per cohort	**Online:** $50 per 20-minute session; total $150 per cohort **In-person:** $100 per 20-minute session; total $300 per cohort Consecutive weeks are better to reinforce the techniques
SKY Schools for grades 3-8	Online or in-person with mask	4 weekly sessions of 30 minutes each per cohort	**Online:** $50 per 30-minute session; total $200 per cohort **In-person:** $100 per 30-minute session; total $400 per cohort Consecutive weeks are better to reinforce the techniques
SKY Schools for grades K-2	In person without mask	30 minutes per day for 4 consecutive days	$100 per 30-minute session; total $400 per cohort
SKY Schools for grades 3-8	In person without mask	45-60 minutes per day for 10 consecutive days	$100 per 45-60-minute session; total $1000 per cohort

Additional notes: (1) Due to COVID related sanitation requirements, SKY Schools will not be responsible for providing, storing or maintaining yoga mats for any of the classes.

(2) If in-person classes are to be held outdoors/cafeteria, then school/district needs to provide SKY Schools teachers with a working microphone and speakers

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: April 30, 2021

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grant/award as summarized on the attached sheet dated May 13, 2021.

Recommendation: Staff recommends acceptance of this grant/award.

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

To the Board of Trustees: Meeting: May 13, 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
May 13, 2021 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
LIGHT Awards Program	$ 30,000.00	Intrepid Philanthropy Foundation	To aim to develop the skill set and disposition to create teacher driven, Service-learning curriculum to be implemented in the community at Renaissance Academies (Mathson & Fischer) – STEAM; term 8/1/21 thru 5/30/23.

Jannet Galicia

Igniting Educator Passion Through Service-Learning

Team Contact's School, City, and County	Renaissance Academy of Arts, Sciences, and Social Justice, San Jose, Santa Clara
Other School(s) Involved	Renaissance Academy at Fischer, School of Arts, Sciences and Social Justice San Jose, Santa Clara, Alum Rock Unified School District Renassaince Academy at Mathson, School of Arts, Sciences and Social Justice San Jose, Santa Clara, Alum Rock Unified School District
Primary Subject Area	Interdisciplinary
Secondary Subject Area	Science, Technology, Engineering, or Math (STE(A)M)
Project Goal	This project will aim to developing the skill set and disposition to create teacher-driven, service-learning curriculum to be implemented in the community.
Number of Team Members	6
Grade Level(s)	Middle School
School Type(s)	Traditional Public
% of Students Qualifying for Free and Reduced Lunch for Each School	Ren @ Fischer: 81.02 % (248/308) Ren @ Mathson: 86.33 % (248/278)
% English Learner Students for Each School	Ren @ Fischer: 19.3 % Ren @ Mathson: 24%
Student Body Demographics for Each School	Ren @ Fischer American Indian - 0 Asian - 63 Black - 4 Hispanic - 233 Native Hawaiian/Pacific Islander - 1 White - 2 Two or more races - 5 Ren @ Mathson American Indian - 0 Asian - 39 Black - 6 Hispanic - 221 Native Hawaiian/Pacific Islander - 2 White - 4 Two or more races - 6

At Least Two Can Attend the Grantee Convening in August 2021	Yes

Brief Narrative

The focus of this project is to develop a group of teachers to cultivate a service-learning focus that can help us meet our academic goals and ignite our passions as educators towards addressing real community needs. Teachers will work in a PLC with the support of an organization that specializes in service learning projects to develop skill sets in: collaboration, unit design, and creating meaningful partnerships. We recognize that we are all highly specialized to our subjects and would like support to develop a more interdisciplinary approach to teaching. Developing this new set of skills will allow us to put roots down and feel connected to the school and larger community we serve.

Project Details

	Time Period	What will your professional development project entail? Who will participate in each activity?
Year 1	May – Aug 2021	Full team will partner with the National Youth Leadership Council (NYLC). NYLC will provide six registrations to "Deep Dive into the Learner-Centered Service-Learning Process of IPARD" on March 9, 2021 and six individual membership to its online community, and six registrations to the 32nd Annual National Service-Learning Conference. In June, the team will attend a workshop called Progress Monitoring and Assessment for Service-Learning which will introduce us to the service-learning standards.
	Sept – Dec 2021	Full team will meet monthly to engage in the PLC process. NYLC will provide two hours per month check-in sessions with the team to provide ongoing support and consultation throughout the program. The meetings will explore the fundamentals: "What do we want to learn?" and "How will we know if we have learned it?" We will also visit schools that are known for their service-learning programs. We are interested in the Archer School for Girls and Chatsworth Charter High School, both in Los Angeles.
	Jan – May 2022	During the spring, the full team will acquire more practical skills and connect with other educators by engaging in the Advanced Service-Learning Training. There are three goals. First, to share new project goals, planning and expectations. Second to identify academic, workforce development and civic learning standards that will be addressed in the upcoming year. Lastly, to outline the year-round training and coaching elements. Ongoing coaching would continue at twice per month.
Year 2	Jun – Aug 2022	Full team will meet over the summer to begin to draft out the larger unit goals and assessments for our respective content areas. At the PLC we will look over each other's work and provide feedback. We will also reach out to local community organizations such as Somos Mayfair to begin to establish those relationships. Lastly, we will attend "Ask the expert live" sessions hosted by the NYLC to ask any questions that have come up about our process. Coaching would continue twice a month.
	Sept – Dec 2022	We will continue to meet twice a month in September to October to embark on our first cycle of learning during which we will collaborate on lesson planning, goal setting, and data analysis to adjust our practice based on each other's feedback. Three team members will enroll in the Service Learning by Design course which runs from Sep-Dec. In November and December we will increase our meetings with the coach to 4x a month to get support in implementing at the classroom level.
	Jan – May 2023	At our annual "exhibition night" during which students showcase their learning to the community, we will showcase what we've done with service-learning in our classrooms. On this night students will

		present and reflect on their experience. Throughout, we will continue consulting with the coach 4x a month to ensure we are all on track to meet our professional and classroom goals. After exhibition, full team will meet to think about how to share resources and learnings with our content teams.

Please explain why this project is important.

A major tenet of Renaissance Academy is social justice: this principle drives our teaching and informs our interactions with our students and community. The project's process of collaborative inquiry, mentorship, and implementation will affirm our commitment to social justice and our own development, and we will come away inspired by the work of building something to outlast us for years to come.

Have you engaged in professional learning on this topic before?

We have not focused on the topic of service-learning during professional learning. Many professional development sessions have focused on acquiring resources for students (iPads, literacy programs, etc.) and using them to maximize student academic achievement. This project would center on teacher growth and collaborative learning, allowing us to fully develop our own professional skills and become the resources that our school and educational communities need. With or without the LIGHT Awards, we will continue to seek out opportunities to collaboratively grow our teaching practice.

What will change for your team after your project is complete in two years?

We have an overarching strength of being lifelong learners who have a passion for social justice. We believe that through leveraging our strengths and learning how to incorporate service-learning into our curriculum, we will be able to reshape our relationship with our profession by empowering us to be more intentional with our lessons and, in turn, to have a more meaningful impact. We are teachers because we believe in the power of our platform and we believe we can build resiliency by expanding our impact beyond just our classroom but the community as a whole. By the end of two years, we hope we will be better collaborators, project managers, and overall, high-impact individuals.

What are the characteristics of your team that would support the success of your project?

Our group teaches across all content areas and collectively serves the entire student body: 6th-8th grade general and special education students in math, ELA, ELD, social studies, and science. Leveraging our individual strengths and expertise makes us a stronger team and elevates our success in supporting each student. We have a strong culture of adult collaboration and embrace systems and structures for teachers to partner and learn together. This project will be integrated into and enhance our existing collaboration structures (grade level, content, and whole team collaboration).

How will you share what you learn?

We will share our learning with colleagues and broader community in our existing annual exhibition where students will present their service-learning project. This will promote the practice of service learning within the student population, and provide the greater community with an understanding of how service-learning is connected to social justice. Additionally, we will leverage our positions as content leads to provide PD in the form of: coaching, content collaboration and presentations pertaining to service-learning and social justice. This will consolidate a service-learning focus.

If your proposed project includes in-person meetings/conferences/etc., please detail how you could adapt your project to a virtual format while still achieving your same goal(s).

We have contacted the NYLC and the plan (at the moment) is for the Spring 2021 and Summer 2021 conferences to be held virtually. Furthermore, to meet in our PLC or with the coach, we are comfortable using Zoom. As for school observations, we could arrange virtual visits.

The hope is that we are back in schools in 2022 so that our lessons can be facilitated in person and exhibition night also occurs in person, however if it needs to be virtual we would also have a plan for that as we all have experience teaching online as well as facilitating community events (we've hosted back to school night and other events virtually).

Team Member Information

Name	Current Teaching Position	Years at Current School	Total Years Teaching	Contact Information
Jannet Galicia *(Team Contact)*	7/8 Science, Permanent Status, Science Chair	7	7	jannet.galicia@gmail.com 6073798662
Vanessa Kerr	6th grade English Language Arts, 6th grade Advisory and Physical Education, Permanent Status	5	9	vanessa.kerr@arusd.org
Erika Grant	6th grade Social Studies, 8th grade Social Studies, 8th grade Advisory, 8th grade Physical Education, Permanent Status	5	5	erika.grant@arusd.org
Tamara Bermudes	6th-8th grade. All subjects. Special Education teacher (Self Contained Class), Permanent Status Number of Years at Current School: 3	3	7	tamara.bermudes@arusd.org
Anthony Brown	8 Math, Permanent Status	2	7	anthony.s.brown@arusd.org
Jinjoo Lee	6th grade Science, 6th grade Advisory and Physical Education, Permanent Status	2	4	jinjoo.lee@arusd.org

Principal Information

Principal Name	# of Years at Current School	Email Address	Phone Number
Douglas Kleinhenz	12 years in principal role,	doug.kleinhenz@arusd.org	(408) 928-1950

Additional Principal(s) Information: Anna Nguyen
anna.nguyen@arusd.org
(408) 928-6800
Years in principal role: 4
Years as a teacher prior to being principal: 6

Grant Administration

Recipient Organization	Tax ID	Contact	Phone	Email
Alum Rock Unified School District	770016360	Teresa Langner, Fiscal Services	408-928-6856	teresa.langner@arusd.org

Grant Processing Fees
N/A

If your grant recipient is your school district, are you required to submit an Intent to Apply? Does the grant have to be officially approved at a board meeting?
No separate approval process for grant applications

Jannet Galicia

Budget Notes

Budget was creating using a proposal prepared specifically for our school by National Youth Leadership Council. Some items such as 2nd year membership to NYLC's online resources are not included in budget because NYLC has agreed to waive those fees during the second year. Furthermore, they have agreed to let three members receive certification for the cost of two, so budget is itemized for two members only.

Project Name	Igniting educator passion through service-learning	
Category	Price	Explanation
NYLC Immersion and Advanced training	5,500	Year One: NYLC will provide six registrations to "Deep Dive into the Learner-Centered Service-Learning Process of IPARD" on March 9, 2021 and six individual membership to its online community, and six registrations to the 32nd Annual National Service-Learning Conference. In summer, NYLC will provide a two-day immersion service-learning institute. Year Two: Advanced training topics/activities will include the following workshops: Aligning service-learning with District and school strategic goals, Teacher identification/development of their individual class and personal learning goals and Youth voice, responsibility, and student-initiated leadership.
Coaching	13,500	First year: NYLC will provide two hours per month check-in sessions with implementing teachers, providing them with ongoing support and consultation throughout the program through a Professional Learning Community model. Second year: NYLC will provide four hours per month check-in sessions with implementing teachers, providing them with ongoing support and consultation throughout the program through a Professional Learning Community model.
Travel	1,800	Mileage reimbursement for transportation to Los Angeles for all team members (2 cars at $100 each = $200), shared hotel rooms (estimated 4 rooms/$500 for 1 night each day = $1000) and meals for weekend ($100 each = $600)
Stipend	6,000	$500 stipend per team member, per year
Certification Program	3,200	Two team members will be enroll in course to learn about the pedagogy, process, research behind service learning and will be prepared to serve as a service-learning instructional leader within their school.
TOTAL	30,000	

LIGHT Awards Program Application

Team Member Agreement Form

Project Name: Igniting educator passion through service-learning

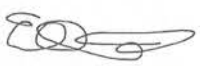
By signing this document, you are acknowledging that you are part of a team that is applying for a grant from the LIGHT Awards Program. While the Team Contact identified in the LOI and Application will be the main contact, all Team Members are responsible for reading and responding to communication regarding the LIGHT Awards Program, committing the time needed to conduct the work described in the Application, and attending LIGHT Awards-related events and activities. At least two team members can attend the grantee convening in Calistoga, CA on August 4 - 5, 2021. In addition, you are agreeing to be added to the LIGHT Awards email list. You are free to unsubscribe from the list at any time.

Signatures of all Team Members of Project named above:

1) Jannet Galicia
Printed Name (Team Contact)


Signature and Date

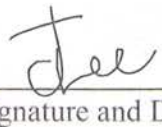
2) Erika Grant
Printed Name


January 11, 2021
Signature and Date

3) Vanessa Kerr
Printed Name


Signature and Date

4) Jinjoo Lee
Printed Name


Signature and Date

5) Anthony Brown
Printed Name


Signature and Date

6) Tamara Bermudes
Printed Name


Signature and Date

Renaissance Academy
of Arts, Sciences, and Social Justice

1720 Hopkins Dr. · San Jose, CA 95122 · Phone: (408) 928-1950 · Fax: (408) 928-1951

January 6, 2021

To whom it may concern,

I am writing to express my genuine excitement and full support for the Renaissance Academy teachers' pursuit of the LIGHT Award. Their project proposal's focus on service learning is directly aligned with our school's mission of growing our students' hearts and minds and preparing them with the knowledge, habits, and skills necessary to make their community and the world a better place.

Developing our teachers capacity for designing and facilitating student learning experiences that allow students to make clear connections between content and concepts with the real world will serve to make learning more exciting and obviously relevant. The teachers will have my full support and I will serve as a partner and advocate as they move forward with this important work.

I understand that, as part of the potential award, our team of teachers may be eligible for stipends in recognition of the hard work they are putting into the project. To the best of my knowledge, these potential stipends would not be barred by any union contract or other employment requirements imposed on the participating teachers.

Please contact me if you have any questions.

Sincerely,

Doug Kleinhenz

Doug Kleinhenz
Principal
Renaissance Academy at Fischer
doug.kleinhenz@arusd.org
408-928-1950 office

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ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

January 6, 2021

To whom it may concern,

I enthusiastically support our Renaissance team members' pursuit of the LIGHT Awards grant. Renaissance Academy is a school that is dedicated to arts, science, and social justice, and I fully believe that their project proposal of deepening their understanding and engagement with service learning standards will enhance their efforts in building up our students' hearts and minds with the habits and skills they need to make our community – and ultimately, society – a better place.

I understand that, as part of the potential award, our team of teachers may be eligible for stipends in recognition of the hard work they are putting into the project. To the best of my knowledge, these potential stipends would not be barred by any union contract or other employment requirements imposed on the participating teachers.
Please do not hesitate to reach out if you have any questions.

Sincerely,

Anna Nguyen
Principal
Renaissance Academy at Mathson
anna.nguyen@arusd.org
408-928-8507 office

Hilaria Bauer, Ph.D , Superintendent

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

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LIGHT awards program

ROCKEFELLER Philanthropy Advisors

LIGHT Awards 2021 Grant Cycle
Application Follow-Up Questions

"Igniting Educator Passion Through Service-Learning"

Your project plan to attend the NYLC program on March 9 will not be possible as we won't be making our grant decisions until later in March. Can that activity be added at a different time?

NYLC communicated that the program on March 9th is to introduce us to the organization as well as allow us to meet and network with other like minded educators. This programming (minus the interactive portion) can also be provided to us during the summer as part of the two-day immersion program. Alternatively, since the registration for the March 9th conference is only $35 each, the team has discussed that we would be okay with paying for our own registration.

How did you learn of the work of NYLC, and has your school worked with this organization in the past?

We have never worked with NYLC before. When the team of 6 met to discuss the LIGHT awards, we knew we wanted to partner with an organization who specialized in service learning. So we simply googled and came across them and a couple other organizations. We set up a few meetings via zoom and met with Julie Rogers who is the director of learning and Amy Muers, the Chief executive officer. After explaining our needs and wants, we decided that NYLC met our needs the best and we were able to come up with the learning plan and budget that we submitted in the grant application.

9.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/May 13, 2021/Human Resources Department.**

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

District administration is recommending that the Board of Trustees approves the hiring of any new employee, and any change of status for existing employees.

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

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

9.06

Agenda Placement

Meeting: May 13, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – May 13, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. De Luna, Rosio	Paraeducator Special Education I/Aptitud	04/12/2021
II.	**Re-Hire:**		
	1. Esquibel, Vanessa	School Administrative Assistant/Fischer	04/12/2021
	2. Torres, Gloria	Campus Paraeducator/San Antonio	04/12/2021
III.	**Retirement:**		
	1. Lopez, Silvia	School Office Assistant/Chavez & George	04/19/2021
IV.	**Personal Leave of Absence:**		
	1. Marquez, Rosalinda	Campus Paraeducator/Dorsa	04/15/2021-06/08/2021
	2. Rangel, Mary	Campus Paraeducator/Aptitud	04/15/2021-06/08/2021
	3. Ramirez, Fabien Z.	Maintenance Worker IV-HVAC	04/19/2021-04/19/2024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
May 13, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. Employee Contracts:

1.	Cantanho, Shane	Summer Jazz Instructor	06/01/2021 - 08/01/2021
2.	Floirendo, Ian-Carl	Instructor: Jazz Program	06/01/2021 - 08/01/2021
3.	Pangilinan, Oscar	Instructor: Jazz Program	06/01/2021 - 08/01/2021
4.	Sanchez, Clayton	Instructor: Summer Jazz Program	06/01/2021 - 08/01/2021

II. New Hire – Substitute Teacher:

1.	Kauinana, Bernadette		04/12/2021

CERTIFICATED CHANGES OF STATUS:

III. Personal Leave of Absence:

1.	Anderson, Allison	.20 FTE/Program Specialist	07/01/2021-06/30/2022
2.	Jacinto, Loreliz	.20 FTE/Speech Therapist	07/01/2021-06/30/2022
3.	Wesson, Nicole	.40 FTE/School Psychologist	07/01/2021-06/30/2022