ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
June 10, 2021

Thursday, June 10, 2021
REGULAR BOARD MEETING AGENDA

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

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 June 10, 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/85718644754
One tap mobile
+16699006833, Meeting ID:857 1864 4754# US (San Jose)
Zoom Spanish Interpretation available- Zoom Instructions link www.arusd.org/zoomesp. If you call in you will not be able to access this function.
THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv

In compliance with the Americans with Disabilities Act and Executive Order N-29-20, if you need Special Assistance, Disability-Related modifications or accommodation, including auxiliary aids or services, in order to participate in the Regular Board Meeting of the Board of Trustees, please contact the office of the District Superintendent at (408) 928-6822 or by email at maribel.carrillo@arusd.org immediately and the district will make reasonable arrangements to ensure accommodation and electronic accessibility to this meeting.

1. OPEN SESSION - CALL TO ORDER AND ROLL CALL

1.01 CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE -- BOARD PRESIDENT CORINA HERRERA-LOERA.

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

2. SPECIAL PRESENTATION-DISCUSSION, CONSIDERATION AND ACTION

2.01 32nd Annual Student Recognition

2.02 Special Recognition for the ARUSD Classified and Certificated Retirees.

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 Alum Rock Administrator's Association (ARAA).

4.02 Teamsters.

4.03 California School Employee's Association (CSEA).

4.04 Alum Rock Educator's Association (AREA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

5. PUBLIC HEARING(S) AND/OR SPECIAL ORDER OF BUSINESS

5.01 STAFF PRESENTATION. The Local Control and Accountability Plan (LCAP) staff presentation will be held. A copy of the District's Proposed LCAP draft will be available to the public at least 72 hours prior to the Public Hearing. The LCAP draft will be located at the District Office, Receptionist's Desk.

5.02 PUBLIC HEARING: Local Control and Accountability Plan (LCAP).

5.03 CLOSE PUBLIC HEARING: Local Control and Accountability Plan (LCAP).

5.04 STAFF PRESENTATION. The Proposed 2021-22 Budget draft staff presentation will be held. A copy of the 2021-22 Budget draft will be available to the public at least 72 hours prior to the Public Hearing. The Budget draft will be located at the District Office, Receptionist's Desk.

5.05 PUBLIC HEARING: Proposed 2021-2022 Budget Adoption.

5.06 CLOSE PUBLIC HEARING: 2021-2022 Budget Adoption.

6. 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.)

6.01 Approve Resolution#49-20/21 Support of Calcare and Medicare for All.

6.02 Board Policy 5141.21 Administering Medication and Monitoring Health Conditions-First Reading (Information Only).

7. New Contracts Over $100,000---BOARD DISCUSSION AND/OR ACTION.

7.01 Approve the Contract with PowerSchool Group LLC for school years 2021-2024. This contract is for hosting services and support for the District's eSchool and eFinance systems. Submitted by: Information Technology Support Services, in the amount of $122,400 dollars.

7.02 Approve the Contract with YMCA of Silicon Valley for the 2020-2021 Summer School Program. Submitted by: State & Federal in the amount of $124,800 dollars.

8. Contract Extensions over $100,000--BOARD DISCUSSION AND/OR ACTION.

8.01 Approve the Contract Extension for the 2020-2021 SY with Maxim Healthcare Staffing for Speech Therapist Services, and a Marriage Family Therapist. Submitted by: Special Education, in the amount of $34,680 dollars.

9. 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.)

9.01 Update on Request for Proposal (RFP) for Program Management (PM) Services (Information Only).

9.02 Approve $500 One Time Payment for CNS Kitchen Supervisors for Using Personal Vehicle to Deliver Food to Various Sites During In-Person Instruction (April 15, 2021 to June 8, 2021).

9.03 Approve $500 One Time Payment for CNS Kitchen Supervisors for Using Personal Vehicle to Deliver Food to Various Sites During Summer Program (June 15, 2021 to July 27, 2021).

9.04 Approve Non-Duty Day Payment for site administrators and one IT supervisor up to 5 days.

9.05 Approve ALPHA Public Schools California Environmental Quality Act (CEQA) Report.

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

10.01 Approve Three Year Expulsion Plan Between the Alum Rock Union Elementary School District & Santa Clara County Office Education.

10.02 2020-2021 Student Performance on Spring Assessments and Analysis of Learning Loss. (Information Only)

11. 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.)

11.01 Approve Resolution No. 45-20/21 - Recognition of Classified Retirees.

11.02 Approve Resolution No. 44-20/21 - Recognition of Certificated Retirees.

11.03 Resignations (Information Only).

11.04 Approve New Management Position and Job Description-Administrative Assistant/Human Resources (Confidential).

11.05 Approve New Management Position and Job Description – Director of Social Emotional Learning (SEL) "Learning Communities for School Success Program Grant".

11.06 Approve New Management Position and Job Description – School Linked Services Supervisor "School Linked Services Grant".

11.07 Approve Certificated Substitute Pay Rates Effective June 11, 2021.

11.08 Resolution #46-20/21 Reduction or Elimination of Classified Services.

12. 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.)

12.01 Approve Board Meeting Minutes for the following dates: (1) May 13, 2021, Regular Board Meeting and (2) May 20, 2021, Special Board Meeting.

12.02 Approve Acceptance of Donations.

12.03 Approve Acceptance of Vendor & Payroll Warrants.

12.04 Approve/Ratify Notices of Employment and Changes of Status/June 10, 2021/Human Resources Department.

12.05 Approve Contracts for Professional Services -Firms/Organizations

12.06 Approve Memorandum(s) of Understanding

12.07 Approve Resolution No. 48-20/21 Inventory Disposal

13. CLOSED SESSION

13.01 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.

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

13.03 CONFERENCE WITH LEGAL COUNSEL—PENDING LITIGATIONLitigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: Four cases

13.04 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.

13.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: CSEA (California School Employees Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Tereasa Smith, Director, Human Resources and (3) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

13.06 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Tereasa Smith, Director, Human Resources and (3) Kolvira Chheng, Assistant Superintendent, Business Lead Negotiators.

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

14. NEXT MEETING(S)

14.01 June 24, 2021 (2020-21 School Year).

15. RECONVENE TO OPEN SESSION-VIA ZOOM

15.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

16. FUTURE BOARD AGENDA REQUESTS

16.01 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

17. ADJOURNMENT

17.01 President adjourns the meeting.

SANTA CLARA COUNTY
ALLIANCE OF
BLACK EDUCATORS



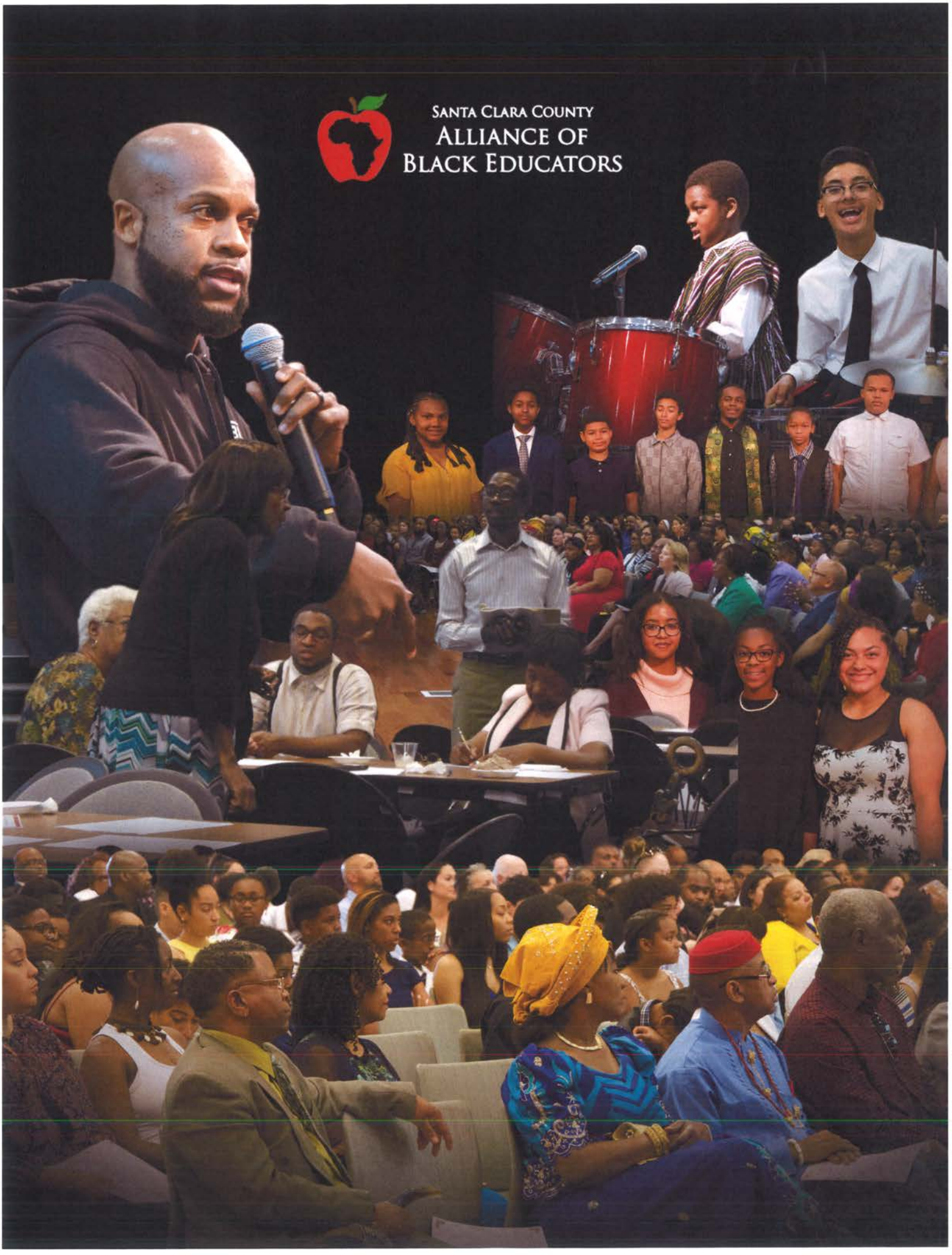
32ND ANNUAL

STUDENT RECOGNITION PROGRAM



MAY
2021

BLACK MINDS MATTER


SANTA CLARA COUNTY
ALLIANCE OF
BLACK EDUCATORS

SANTA CLARA COUNTY
ALLIANCE OF BLACK EDUCATORS

May 2021

Welcome to the 32nd Annual Student Recognition Program presented by the Santa Clara County Alliance of Black Educators. It's an honor to celebrate our deserving students as being leaders of tomorrow. The theme of this year's program is *"Black Minds Matter"*, calling attention to the crisis now facing our students and community.

This is the second year our ceremony won't be held because of the Coronavirus pandemic. However, after honoring deserving students for over 30 years, the Alliance is committed to recognizing the Class of 2021. Instead of the usual celebration at San Jose State University, we decided to directly distribute a printed program and certificates to this year's honorees.

Alliance activities are highlighted in this program (Our Cultural Pursuits) and they represent a deepening partnership with local education institutions. Even though some of this year's programs were affected by distance learning, we will continue to pursue opportunities that support the success of African Ancestry youth. History has taught us in the words of Frederick Douglass, "Without struggle there is no progress".

The Alliance would like to recognize the contributions of several organizations that have partnered with us in serving our community. The supporting organizations include San Jose State University, the Santa Clara County Office of Education, Tabia, the San Jose Chapter of the Links, Inc. 100 Black Men of Silicon Valley, Alpha Kappa Alpha Sorority, African American Community Services Agency and the Silicon Valley Black Chamber of Commerce.

You can learn more about the Alliance and issues affecting our youth by visiting our website at sccabe.org. Please consider supporting our activities by using the link to make a contribution.

Yours in Community and Health,



Leon F. Beauchman, President

Santa Clara County Office of Education
Mary Ann Dewan, Ph.D.
County Superintendent of Schools

March 29, 2021

Dear Honorees,

On behalf of the Santa Clara County Office of Education, I am delighted to extend my warmest congratulations on your educational achievements. We honor and recognize your progress, your accomplishments and your successes.

You have put in the hard work, dedication, and effort. We understand that this school year has been an especially challenging one in your educational journey. You have overcome obstacles and have succeeded in reaching your goals. Celebrate this moment and take time to reflect back on your journey, and most importantly take a moment to look forward to your next steps.

Harriet Tubman, American abolitionist, women's suffrage supporter, "conductor" on the Underground Railroad, and civil rights activist who led enslaved people to freedom before and during the Civil War once said, "Every great dream begins with a dreamer. Always remember, you have within you the strength, the patience, and the passion to reach for the stars to change the world." Please remember to hold on to your dreams, never stop believing in yourself, and go forth with gratitude. You have a great future ahead of you.

I am very proud of you and your accomplishments. Congratulations!

Sincerely,

Mary Ann Dewan

Mary Ann Dewan, Ph.D.
County Superintendent of Schools



County Board of Education: Victoria Chon, Joseph Di Salvo, Rosemary Kamei, Kathleen M. King, Grace H. Mah, Peter Ortiz, Claudia Rossi
1290 Ridder Park Drive, San Jose, CA 95131-2304 (408) 453-6500 www.sccoe.org

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

Office of Vice Mayor Charles "Chappie" Jones
City of San Jose District 1

April 1, 2021

Dear Honorees:

On behalf of the City of San Jose, I highly commend you for your hard work and I am thrilled to congratulate you on your academic success. While we honor your educational achievements today, please take this opportunity to also recognize your own personal accomplishments because they matter. Black minds matter and your efforts and accomplishments reinforce that. As you grow and mold your individual narrative, you will learn more about the world around you and even more about yourself.

Transitions in every stage of life can be unimaginably challenging. I encourage you to use strength and courage to face these challenges as stepping stones on a greater path toward success. You are your own greatest advocate and I implore you to always appreciate your immense efforts as well as those who have nourished your growth.

As you continue to seek your purpose and grow your story, always remember to carry kindness with you, wherever you go. Your intellect and achievements will take you far, but your empathy will carry you further. Always seek to exceed expectations, because there, you will find your potential.

Congratulations on your well-deserved success and best wishes as you continue your journey.

Sincerely,

Charles "Chappie" Jones
Vice Mayor, City of San José - Council District 1



OUR CULTURAL PURSUITS
2020 - 2021

In 1989 the National Association of Black School Educators requested all Affiliates to plan activities in pursuit of African Ancestry History and Culture. The Santa Clara County Alliance of Black Educators (SCCABE), an organization of representatives from different Santa Clara County school districts with a focus on student achievement and parent education, was formed and accepted the challenge.

The efforts of these motivated educators began an organization that is now in its 32nd year of supporting African Ancestry (AA) students and parents in this county. A wise observer has said: "A key ingredient to success is dedication and passion. These are fairly subjective but are inherent in each person and as a characteristic of the group as a whole. The common enthusiasm and spirit of success is a strong motivator and momentum sustainer, especially during difficult times." (RHW-March 2021).

The current COVID pandemic has not deterred our Cultural Pursuits focus. Our ultimate goals remain the same. Our current focus is to close the achievement/opportunity gap for our students by addressing systemic issues that continue to impede student progress and to implement culturally sensitive and relevant activities for our students as we recognize their worth and value to our community.

This school year our activities have supported the following:

Parent Engagement
(Oct. 2020 to May 2021)

In partnership with the Santa Clara Unified School District, we provided parent conversation forums pertaining to topics our community requested in the 2018 Education Assessment and Research Project.

A monthly parent newsletter was produced and distributed via email to AA parents in the Santa Clara Unified School District, East Side Union High School District, Oak Grove School District, and Milpitas Unified School District upon their request.

San Jose Multicultural Artists Guild/TABIA African-American Theatre Ensemble
(Oct. 2020 and Feb. 2021)

In partnership with the Tabia African American Theatre Ensemble, a production of *The Front Porch Society* was viewed online via Facebook LIVE and/or YouTube LIVE with separate dialogue sessions provided to discuss the play and lessons learned. A second production, *From the Eyes of Mary McLeod Bethune*, aired Feb 2021. BSU students were invited and encouraged to attend both productions as part of our ongoing efforts to expose students to Black theatre and engage in powerful discussion related to the performances.

Articulation is Power Workshop
(February- March 2021)

Black Student Union (BSU) members participated in four workshop sessions with author and poet, Tyson Amir, with the goal of thinking more critically and expressing themselves more creatively. Culturally relevant material and history were utilized to demonstrate the power of articulating their ideas and thoughts.

OUR CULTURAL PURSUITS
2020 - 2021

Annual Student Recognition
(May 2021)

During SCCABE's first year, in the spring of 1989, fifty-nine (59) students were recognized by the organization. Our student participation numbers have grown over the years, as we now receive over 300 African Ancestry nominations despite experiencing a decline in our county-wide AA population demographics. We continue to provide our students with the support and recognition they deserve. Students are nominated by school staff, parents and community members in the seven categories listed in this program booklet. They are: African American History Awareness, Improved Academics, Fine Arts/Talent, Spiritual Consciousness, Leadership/Civic Involvement, Student Athlete and Academics (3.5 or higher GPA).

Adult Award Recognitions
(May 2021)

In addition to the student awards, we also provide adult recognition. There are two awards named after exceptional and inspirational pioneer educators in Silicon Valley. They are the **Laverne Owens and Henry "Hank" Hutchins Awards**. The award recipients are individuals who provide visible onsite support for our children and are examples to others in their work environments.

We believe strongly that the program theme, **BLACK MINDS MATTER**, reflects the vision of the original SCCABE members. We strive to provide a "safety net" for our African Ancestry students in their school and community environments.

Award certificates or plaques, along with the Student Recognition Program booklets have been mailed to all honorees. We do look forward to the 2021-22 school year when we can gather again in person. Thank you for your support of the Santa Clara County Alliance of Black Educators!

In closing, we leave you with the insightful words of Frederick Douglass:

"It is easier to build strong children, than to repair broken men."

Frederick Douglass

EQUALITY NOW

True equality is the ultimate goal.
Say this statement loud and bold.
It's expressed in the basic truths we hold.
As recorded on parchment in days of old.

Why is our EQUALITY so belated?
When it's the way all of us are created!
Is it the melanin that causes some to be hated?

The behavior of the privileged since early days
Has systemically woven it into the social mores.

We all must put the cause in check,
To eliminate the destructive effect.

Tolerance of this structure that's so one sided
Perpetuates the notion of a house divided.

If it were up to the privileged caste to choose,
Every member of the lower levels would lose.

What do we need to do?
When... and how?
It's not just about you.
It's about us... NOW!
It's about WE!... NOW!!

Let's take a step, I'll show you how...
Together, towards the goal of equality NOW!

Joining with some and inspiring others,
Let's pursue our goal like sisters and brothers.

Aware that the crumbs can encourage compromise,
NEVER waver always keep our eyes on the prize!

Gaining True EQUALITY does not come free.
It takes diligent solidarity from you and me.

© Rufus H. White, 2/7/2021

MEMBERSHIP ROSTER

2020 - 2021

Jerome Facione
Chima Ikeme
Keysha Doutherd
Tomara Hall
Heidi Kreklau
Karen Ranson
Hedwig Rucker
Sharon Moore
Brenda Smith-Ray
Eric Andrew
Demerris Brooks
James Staten
Harriet Arnold

Steve Pinkston
Sean Dickerson
Jan Adkins
Cheryl Rivera
Joyce Davis
Tobias McLeod
Daric Jackson
Antoinette Battiste
Vernol Battiste
Josephine Miles
Alicia Padilla
Jason White
John Payne

Christopher Mosley
Barbara Boone
Lynne Murray
Will Ector
Annie Handy
Leon Beauchman
Amleset Yohannes
Carolyn Johnson
Rufus White
Debra Watkins
Marilyn DeRouen
Latanya Hilton
Chris Norwood
Denese Russell

OFFICERS

2020 - 2021

Leon Beauchman
President

Carolyn Johnson
Vice-President

Antoinette Battiste
Secretary

Josephine Miles
Treasurer



ARTICULATION IS POWER

Our History

As we celebrate our brothers and sisters
We sit and appreciate all Harriet Tubman's blisters
Going from Aretha's r-e-s-p-e-c-t
To quoting Why the Caged Bird Sings
This is our history but they won't let it be told
From Ruby Bridges to James Meredith
We share knowledge of civil rights activist,
Young and old
Muhammad Ali and Jackie Robinson's talent
Shined like gold
But at first we're down played
Now look at their names in bold.
Malcolm X said by any means necessary
Our ancestors fought for our freedom
And at end became legendary

By Lyric Powell, 9th Grade, Age 14

ARTICULATION IS POWER

1000 Eyes

I am the unseen bird despite her colossal wings,
The single speck in the sky amongst a billion others, whom no one sees yet everyone paints differently, a spectrum of colors ranging from blindingly white to pitch black, from a cerulean blue to a crimson red
They paint with the same long, wispy brushes slithering down a peach- colored canvas Like a shiver traipsing up my spine resulting in the slightest quiver in my shoulders and the tiniest noise slipping past my esophagus and through the parting of my thick, African lips
So they paint and paint, for hours, days, even years,
An intricate image of my childhood sweetness all the way to my teenage fits,
Laced with a perception of myself through another's eye, with every gentle curve of a painting brush like a bump in the journey of my life
Their paintings ranging from light swishes of a brush with a few dashes of color, all the way to a painting as meticulous as "The Weeping Woman" by Pablo Picasso
As I drift through these visualizations of myself like a rich man sweeping through an art gallery, checkbook to the ready, in order to please his exorbitant wife, I am at a loss of words
Not because I am emotional or indifferent towards these depictions of myself, whether assumptions or speculations,
But because in all honesty, I barely know myself
Am I the Nigerian girl with Igbo parents, embossed in a culture which flows in and out of her household like a river, the taste of what seems like an an ancient language held thickly on the tongues of her predecessors, yet seems to have skipped a generation like a missed beat on the skin of an African bongo drum
Because every time I open my mouth releasing a thick American accent, I am chased out of the room by hysterical laughter
Or am I the smart girl in her private, white, Catholic classroom?
Because every single time I trip into the gates of what's meant to be a safe space, I take a withering glance down at my dark, brown skin and instantly feel like a ship being engulfed by incandescent waves at sea whose crew make origami and whisper quiet prayers because they do not know who will make it through the stormy night, if anyone. If any one.
So I try to tell myself I am the one true to my name,
Chidubem of Igbo origin, Chidubem meaning "guided by God"
Chidubem placed on Earth by God as He is her guide and she is His prophet Meant to be a shot in the darkness and a light in the madness,
To shepherd peace and love across Earth
But I could never be that Chidubem,
Because every time I open my mouth to speak, I am drowned out by the rest of the world like a staccato of horse's hooves engulfed by the chants of cavalries and war
So if I am not any of these things, then who am I? And who are all these people painting portraits of? For all I know, I am like a shadow made flesh Seen but unknown

Chidubem Nwosu, Student

There's Hope In The Children

Just look all around us
Our problems multiply
In our jails, on street corners
And we don't even ask why
If we neglect our children
How will their dreams ever grow?
Without the warmth of springtime
Summer's joy they'll never know

Are we too busy for caring?
To cultivate an innocent soul
Addicted to our distractions
While winter turns hearts cold
Mother nature protects the seeds
That lay buried beneath the snow
Waiting for a season to change
Only then will they ever grow

Love is always giving
There's no beginning or end
Sacrifice is the essence
Our egos we must transcend
Let's resurrect the spirit
And a sense of community
It's the soil that sustains us
The source of our humanity

There's hope in the children
If we nurture the seed
There's hope in the children
Love is what they need
Why should the children suffer
And whither in despair?
Let them feel the sunshine
Let them know that we care

Leon Beauchman

2021 STUDENT HONOREES

Academics - Grade Point Average

In recognition of superior academic performance, the honorees in this category have demonstrated excellence in the academics by achieving and maintaining a minimum 3.50 grade point average.

Shelby Byrd • 6
Parkview Elementary School • Oak Grove School District

Sawyer Davis • 6
Frost Elementary School • Oak Grove School District

Joseph Eswine • 6
Santa Teresa Elementary School • Oak Grove School District

Jalen Karriem • 6
Taylor Elementary School • Oak Grove School District

Nola Martin • 6
Sakamoto Elementary School • Oak Grove School District

Sumaya Mohamud • 6
Pearl Zanker Elementary School • Milpitas Unified School District

Denise Reghitto • 6
Herman Intermediate School • Oak Grove School District

Suhuyini Shaibu • 6
Sakamoto Elementary School • Oak Grove School District

Borana Areda • 8
Herbert Hoover Middle School • San Jose Unified School District

Christopher Baker • 8
Herman Intermediate School • Oak Grove School District

Angelina Batten-Chow • 8
Leyva Middle School • Evergreen Elementary School District

Ludrilla Belale • 8
Davis Intermediate School • Oak Grove School District

Maya Cato • 8
Monroe Middle School • Campbell Union School District

Dylan Crooks • 8
Willow Glen Middle School • San Jose Unified School District

Jayden Franco • 8
Indigo Elementary School • Oak Grove School District

Myjoi Copeland • 6
Alexander Rose Elementary • Milpitas Unified School District

Kaleilani Dossett • 6
Taylor Elementary School • Oak Grove School District

Cayla Funches • 6
Alexander Rose Elementary • Milpitas Unified School District

Mohammed Mahgoub • 6
Parkview Elementary School • Oak Grove School District

Kian Mejia • 6
Frost Elementary School • Oak Grove School District

Giovanni Moraga • 6
Herman Intermediate School • Oak Grove School District

Cameron Saunders • 6
Hayes Elementary School • Oak Grove School District

Keira Turner • 6
Hayes Elementary School • Oak Grove School District

Nahom Asfaw • 8
Herbert Hoover Middle School • San Jose Unified School District

Jonathan Baker • 8
Herbert Hoover Middle School • San Jose Unified School District

Gabriel Batten-Chow • 8
Leyva Middle School • Evergreen Elementary School District

Caden Canter • 8
Herman Intermediate School • Oak Grove School District

Lorenzo Channel • 8
Crittenden Middle School • Mountain View Whisman School District

Joelle Drake • 8
Herman Intermediate School • Oak Grove School District

Da'Vionnah Hutchinson • 8
Martin Murphy Middle School • Morgan Hill Unified School District

2021 STUDENT HONOREES

Academics - Grade Point Average

Kayin Lawson • 8
Bernal Intermediate School • Oak Grove School District

Rihanna Macias • 8
Herman Intermediate School • Oak Grove School District

Saron Molla • 8
Herbert Hoover Middle School • San Jose Unified School District

Brielle Moseley • 8
Leyva Middle School • Evergreen Elementary School District

Trevor Murray • 8
Herbert Hoover Middle School • San Jose Unified School District

Jemimah Okpon • 8
Leyva Middle School • Evergreen Elementary School District

Robert Nicholas Rumford • 8
Peterson Middle School • Santa Clara Unified School District

Samuel Teferi • 8
Herman Intermediate School • Oak Grove School District

Miles Wadlington • 8
Chaboya Middle School • Evergreen Elementary School District

Nolan Wirtz • 8
Willow Glen Middle School • San Jose Unified School District

Daven Woodham • 8
Chaboya Middle School • Evergreen Elementary School District

Bruktawit Abeje • 12
Willow Glen High School • San Jose Unified School District

Rachel Aguilar • 12
Notre Dame High School San Jose • Diocese of San Jose

Abel Atsbaha • 12
Gunderson High School • San Jose Unified School District

Nathan Awoyemi • 12
Abraham Lincoln High School • San Jose Unified School District

Audrey Bizzle • 12
Evergreen Valley High School • East Side Union High School District

Jade Carcamo • 12
Silver Creek High School • East Side Union High School District

Jaydin Ly • 8
Bernal Intermediate School • Oak Grove School District

Shelby McConner • 8
Herman Intermediate School • Oak Grove School District

Elijah Monahan • 8
Herman Intermediate School • Oak Grove School District

Grace Moutali • 8
Bernal Intermediate School • Oak Grove School District

Precious Ofobuike • 8
Martin Murphy Middle School • Morgan Hill Unified School District

Elijah Ransom-Johnson • 8
Leyva Middle School • Evergreen Elementary School District

Kaya Santos • 8
Bernal Intermediate School • Oak Grove School District

Jenisha Torres • 8
Leyva Middle School • Evergreen Elementary School District

Jayden Washington-Tiger • 8
Martin Murphy Middle School • Morgan Hill Unified School District

Noa Wooden • 8
Leyva Middle School • Evergreen Elementary School District

Jesse Ziegel • 8
Davis Intermediate School • Oak Grove School District

Jordan Adams • 12
Bellarmine College Preparatory • Diocese of San Jose

Nur Ambaw • 12
University Preparatory Academy • Charter

Nathan Awoyemi • 12
Abraham Lincoln High School • San Jose Unified School District

Ines Ben Makhlouf • 12
Archbishop Mitty High School • Diocese of San Jose

Lucas Brown • 12
Archbishop Mitty High School • Diocese of San Jose

Tyson Coxum • 12
Mt. Pleasant High School • East Side Union High School District

2021 STUDENT HONOREES

Academics - Grade Point Average

Sydnie Domingue • 12
Archbishop Mitty High School • Diocese of San Jose

Yaacob Fikre • 12
Archbishop Mitty High School • Diocese of San Jose

Lea Annick Foe Bodo • 12
Evergreen Valley High School • East Side Union High School District

Faith Gonsalves • 12
Santa Clara High School • Santa Clara Unified School District

Zachariah Granberry • 12
Archbishop Mitty High School • Diocese of San Jose

Yosef Guda • 12
Abraham Lincoln High School • San Jose Unified School District

Kaelina Harris • 12
Milpitas High School • Milpitas Unified School District

Morgan Headly • 12
Silver Creek High School • East Side Union High School District

William Hill • 12
Silver Creek High School • East Side Union High School District

Symone Key • 12
Santa Clara High School • Santa Clara Unified School District

Ayan Mohamed • 12
Santa Clara High School • Santa Clara Unified School District

Adaugo Nwachukwo • 12
Silver Creek High School • East Side Union High School District

Gabriel Peters • 12
Archbishop Mitty High School • Diocese of San Jose

Ahmani Hezekiah Powell • 12
Silver Creek High School • East Side Union High School District

Lamya Richardson • 12
Archbishop Mitty High School • Diocese of San Jose

Eva Sandman • 12
Archbishop Mitty High School • Diocese of San Jose

Kaitlyn Springs • 12
Archbishop Mitty High School • Diocese of San Jose

Lydia Endalew • 12
Prospect High School • Campbell Union High School District

Aryn Tame Flagg • 12
Evergreen Valley High School • East Side Union High School District

Weyni Getachew • 12
Abraham Lincoln High School • San Jose Unified School District

Danielle Gordon • 12
Overfelt High School • East Side Union High School District

Tristan Grant • 12
Archbishop Mitty High School • Diocese of San Jose

William Hairston • 12
Willow Glen High School • San Jose Unified School District

Lauren Harris • 12
Archbishop Mitty High School • Diocese of San Jose

Raymond Hewett • 12
Overfelt High School • East Side Union High School District

Joab Hintsa • 12
Santa Teresa High School • East Side Union High School District

Nia Lewis • 12
Piedmont Hills High School • East Side Union High School District

Jasmine Myers • 12
Prospect High School • Campbell Union High School District

Zeena Omer • 12
Willow Glen High School • San Jose Unified School District

Jaxon Phillips • 12
Archbishop Mitty High School • Diocese of San Jose

Sienna Reyes • 12
Milpitas High School • Milpitas Unified School District

Noah Robertson • 12
Archbishop Mitty High School • Diocese of San Jose

Meraf Sergoalem • 12
Archbishop Mitty High School • Diocese of San Jose

Konya Tieh • 12
Archbishop Mitty High School • Diocese of San Jose

2021 STUDENT HONOREES

Academics - Grade Point Average

Amuche Todd • 12
Prospect High School • Campbell Union High School District

Lauren White • 12
Archbishop Mitty High School • Diocese of San Jose

Savannah Wooding • 12
Evergreen Valley High School • East Side Union High School District

Zoe Wright • 12
Del Mar High School • Campbell Union High School District

Adam Wesson • 12
Archbishop Mitty High School • Diocese of San Jose

Zuri Wilson • 12
Archbishop Mitty High School • Diocese of San Jose

Alexis Wright • 12
Silver Creek High School • East Side Union High School District

"We cannot seek achievement for ourselves and forget about progress and prosperity for our community... Our ambitions must be broad enough to include the aspirations and needs of others, for their sakes and for our own."

Cesar Chavez

2021 STUDENT HONOREES

Academics - Improved GPA

In recognition of the drive and determination needed to improve one's grade point average, the Academics-Improved GPA category is designed to recognize the student who made a commitment to higher academic performance. The nominee in this category must have raised their grade point average to a minimum 2.0.

Ismahan Adeys • 6
Baldwin Elementary School • Oak Grove School District

Josephine Bangura • 6
Parkview Elementary School • Oak Grove School District

Christian Blue • 6
Santa Teresa Elementary School • Oak Grove School District

Bella Bullocks • 6
Anderson Elementary School • Oak Grove School District

Galai Ceesay • 6
Parkview Elementary School • Oak Grove School District

Munet Habte • 6
Santa Teresa Elementary School • Oak Grove School District

Makhi Johnson • 6
Taylor Elementary School • Oak Grove School District

Daniel Lewuhl • 6
Anderson Elementary School • Oak Grove School District

Jonathan Moges • 6
Sakamoto Elementary School • Oak Grove School District

Jalea Perry • 6
Baldwin Elementary School • Oak Grove School District

Joseph Smith • 6
Parkview Elementary School • Oak Grove School District

Joseph Yimer • 6
Frost Elementary School • Oak Grove School District

Maleya Balinton • 8
Herman Intermediate School • Oak Grove School District

Elijah Draminski-Thomas • 8
Davis Intermediate School • Oak Grove School District

Sarah Jane Jackson • 8
Chaboya Middle School • Evergreen Elementary School District

Ayub Awil • 6
Baldwin Elementary School • Oak Grove School District

Ashton Bianchi • 6
Oak Ridge Elementary School • Oak Grove School District

Annaliese Bowman • 6
Sakamoto Elementary School • Oak Grove School District

Cole Canter • 6
Sakamoto Elementary School • Oak Grove School District

Ikenna Eke • 6
Parkview Elementary School • Oak Grove School District

Davin Hernandez • 6
Santa Teresa Elementary School • Oak Grove School District

Trinity Lacy • 6
Frost Elementary School • Oak Grove School District

Milan Martinez • 6
Baldwin Elementary School • Oak Grove School District

Josiah Moore • 6
Baldwin Elementary School • Oak Grove School District

Julian Puentes • 6
Baldwin Elementary School • Oak Grove School District

Korina Walker • 6
Santa Teresa Elementary School • Oak Grove School District

Jordan Ziegel • 6
Christopher Elementary School • Oak Grove School District

Lamoni Davis • 8
Piedmont Middle School • Berryessa Union School District

Vincent Hudson • 8
Herman Intermediate School • Oak Grove School District

Keyshon Manigo • 8
Herman Intermediate School • Oak Grove School District

2021 STUDENT HONOREES

Academics - Improved GPA

Siena Mensor • 8
Leyva Middle School • Evergreen Elementary School District

Kadiga Ahmed • 12
Abraham Lincoln High School • San Jose Unified School District

Renee-Michael Arriola • 12
Evergreen Valley High School • East Side Union High School District

Reece Burton • 12
Archbishop Mitty High School • Diocese of San Jose

Erica Carson • 12
Abraham Lincoln High School • San Jose Unified School District

Xavier Edmon • 12
Evergreen Valley High School • East Side Union High School District

Joshua Gonzales • 12
Silver Creek High School • East Side Union High School District

Keymone Harris • 12
Calaveras Hills High School • Milpitas Unified School District

Ekomobong Okpon • 12
Silver Creek High School • East Side Union High School District

Cristian Ventura • 12
Santa Teresa High School • East Side Union High School District

Gracie Vierra Montigue • 8
Davis Intermediate School • Oak Grove School District

Zion Aleem • 12
Prospect High School • Campbell Union High School District

Ezuma Ble • 12
Milpitas High School • Milpitas Unified School District

Nya Buxton • 12
Independence High School • East Side Union High School District

Shean-Andrew Demetrius • 12
Santa Teresa High School • East Side Union High School District

Giovanni Gonzales • 12
Silver Creek High School • East Side Union High School District

Reginald Guidry • 12
Abraham Lincoln high School • San Jose Unified School District

Victoria Legrande • 12
Silver Creek High School • East Side Union High School District

Jade Oliver • 12
Evergreen Valley High School • East Side Union High School District

Aleem Zion • 12
Prospect High School • Campbell Union High School District

"It always seems impossible until it's done."

Nelson Mandela

2021 STUDENT HONOREES

African-American History/Awareness

We recognize that in order to be a well-adjusted adult, it is important that a person have a proper perspective on their heritage and contributions to society. This category recognizes the student who has taken the significant steps to become aware of their history and heritage.

Khadijah Ahmad • 6
Oak Ridge Elementary School • Oak Grove School District

Sa'mya Meshesha • 6
Parkview Elementary School • Oak Grove School District

Anahyah Lockhart • 8
Davis Intermediate School • Oak Grove School District

Jaylen Tucker • 8
Herman Intermediate School • Oak Grove School District

Barentu Areda • 8
Herbert Hoover Middle School • San Jose Unified School District

Nevaeh Knight • 8
Herbert Hoover Middle School • San Jose Unified School District

Christionna Peoples • 8
Herbert Hoover Middle School • San Jose Unified School District

Kaylin Spencer • 8
Herbert Hoover Middle School • San Jose Unified School District

MaryJane Walker • 8
Sunnyvale Middle School • Sunnyvale Elementary School District

Sherese Eaglin • 12
Archbishop Mitty High School • Diocese of San Jose

Tjanny Chima Nwokolo • 12
Santa Teresa High School • East Side Union High School District

Navarius Jalivay-Powell • 6
Ledesma Elementary School • Oak Grove School District

Eliana Baker • 8
Leyva Middle School • Evergreen Elementary School District

Mohamed Mohammed • 8
Davis Intermediate School • Oak Grove School District

Amaya Williams • 8
Herman Intermediate School • Oak Grove School District

Haniyah Knight • 8
Herbert Hoover Middle School • San Jose Unified School District

Nashaat Mohamed • 8
Herbert Hoover Middle School • San Jose Unified School District

Bailey Solomon • 8
Discovery Charter School • Santa Clara County Office of Education

Dillon Thomas • 8
Joseph George Middle School • Alum Rock Union School District

Andre Keshaun Butler • 12
Santa Teresa High School • East Side Union High School District

Indiah T. Green • 12
Santa Teresa High School • East Side Union High School District

"There is no future for a people who deny their past"

African Proverb

2021 STUDENT HONOREES

Fine Arts/Talent

In recognition of the person who has contributed to the fine arts environment of their school community, this category highlights the student who has made a contribution in such fields as art, crafts, sculpture, poetry, music, dance, comedy, drama, or theatrical performance.

Laniah Hendricks • 6
Anderson Elementary School • Oak Grove School District

Tawfeq Ali • 8
Herbert Hoover Middle School • San Jose Unified School District

Steavin Carbaugh • 8
Herbert Hoover Middle School • San Jose Unified School District

Dahani Jones • 8
Sierramont Middle School • Berryessa Union School District

Calia Ross • 8
Herbert Hoover Middle School • San Jose Unified School District

Derek Torrence • 8
Herbert Hoover Middle School • San Jose Unified School District

Brooklyn Butler • 12
Abraham Lincoln High School • San Jose Unified School District

Logan Degraffinreaidt • 12
Prospect High School • Campbell Union High School District

Nia Howard • 12
Abraham Lincoln high School • San Jose Unified School District

Leila Latre • 12
Santa Teresa High School • East Side Union High School District

Aseona Mbayo • 12
Prospect High School • Campbell Union High School District

Briana Wade • 12
Independence High School • East Side Union High School District

Sofia Ward • 6
Taylor Elementary School • Oak Grove School District

Nevaeh Bryant • 8
Bernal Intermediate School • Oak Grove School District

Tesfaldet Dawit • 8
Herbert Hoover Middle School • San Jose Unified School District

Nathan Kassahun • 8
Herbert Hoover Middle School • San Jose Unified School District

Shi Solomon Burch • 8
Herbert Hoover Middle School • San Jose Unified School District

Angelina Baker • 12
Silver Creek High School • East Side Union High School District

Ellis Carter • 12
Silver Creek High School • East Side Union High School District

Karissa Harvey • 12
Milpitas High School • Milpitas Unified School District

Olivia Howell • 12
Santa Teresa High School • East Side Union High School District

Sifan Mamo • 12
Abraham Lincoln high School • San Jose Unified School District

Manuel Ponce • 12
Overfelt High School • East Side Union High School District

"The creative process is not controlled by a switch you can simply turn on or off; it's with you all the time."

Alvin Ailey

2021 STUDENT HONOREES

Leadership/Civic Involvement

We recognize that early participation in leadership roles provides the opportunity to develop skills and gain experience necessary as adult leaders. The nominee in this category must have exhibited leadership qualities. These qualities include leading or organizing school, church, or community clubs and groups, or actively participating in clubs and student councils and/or other community activities.

Jayda Davis • 5
Cherrywood Elementary School • Berryessa Union School District

Deion Hollingsworth • 6
Oak Ridge School • Oak Grove School District

Tyanah Armstrong • 8
Herbert Hoover Middle School • San Jose Unified School District

Deyonnah Bighem • 8
Morrill Middle School • Berryessa Union School District

Shaila Broughton • 8
Herman Junior High • Oak Grove School District

Robel Elias • 8
Monroe Middle School • Campbell Union School District

Bryce Howard • 8
Leyva Middle School • Evergreen Elementary School District

Jordyn Loud • 8
Herbert Hoover Middle School • San Jose Unified School District

Semaria Thomas • 8
Davis Junior High • Oak Grove School District

Iskyas Amare • 12
Archbishop Mitty High School • Diocese of San Jose

Mariam Basma • 12
Santa Teresa High School • East Side Union High School District

Jimin Broussard • 12
Abraham Lincoln High School • San Jose Unified School District

India Davis • 12
Piedmont Hills High School • East Side Union High School District

Karei Higgs • 12
Santa Clara High School • Santa Clara Unified School District

Ezinne Kalu • 12
Ann Sobrato High School • Morgan Hill Unified School Distrcit

Victoria Simmone Byford • 6
Baldwin School • Oak Grove School District

Aiden Aird • 8
Herman Junior High • Oak Grove School District

Nylah Berkley • 8
Isaac Newton Graham Middle School • Mountain View Whisman

Nyllan Boucher • 8
Indigo Program • Oak Grove School District

Daizhane Daniels • 8
Herman Junior High • Oak Grove School District

Adama Fall • 8
Davis Junior High • Oak Grove School District

Kaleah Lomax • 8
Morrill Middle School • Berryessa Union School District

Ayman Omer • 8
Herbert Hoover Middle School • San Jose Unified School District

Kamran Akhenaton • 12
Bellarmine College Preparatory • Diocese of San Jose

Angelina Arnst • 12
Archbishop Mitty High School • Diocese of San Jose

Bruke Berhanu • 12
Willow Glen High School • San Jose Unified School District

Nyla Choates • 12
Milpitas High School • Milpitas Unified School District

Eric Enow • 12
Mt. Pleasant High School • East Side Union High School District

Malia Johnson • 12
Mt. Pleasant High School • East Side Union High School District

Karrington Kenney • 12
Milpitas High School • Milpitas Unified School District

2021 STUDENT HONOREES

Leadership/Civic Involvement

Phoenix LaFreniere • 12
Notre Dame High School San Jose • Diocese of San Jose

David McGhee • 12
Willow Glen High School • San Jose Unified School District

Jordan Paran • 12
Notre Dame High School San Jose • Diocese of San Jose

Lauren Russell • 12
Silver Creek High School • East Side Union High School District

Chayla Thompson • 12
Mt. Pleasant High School • East Side Union High School District

Rhy Mack • 12
Notre Dame High School San Jose • Diocese of San Jose

Jaden Mixon • 12
Milpitas High School • Milpitas Unified School District

Elaina Riley • 12
Notre Dame High School San Jose • Diocese of San Jose

Sarai Sanford • 12
Oak Grove High School • East Side Union High School District

"You are a light. You are the light. Never let anyone -- any person or any force -- dampen, dim or diminish your light."

John Lewis

2021 STUDENT HONOREES

Spiritual Consciousness

We recognize that in some people there is this intangible quality which uplifts the spirit of everyone with whom they interact. This quality may be displayed in benevolent behavior, humorous behavior, or sensitive feelings for others. This category recognizes students with these or other similar qualities associated with spiritual consciousness.

Camryn Anderson • 6
Hayes Elementary School • Oak Grove School District

Christian Brigham • 6
Parkview Elementary School • Oak Grove School District

Elijah Hickey • 6
Anderson Elementary School • Oak Grove School District

Bereket Kahassai • 6
Parkview Elementary School • Oak Grove School District

Anthony Luevanos • 6
Parkview Elementary School • Oak Grove School District

Jamari Wallace • 6
Sakamoto Elementary School • Oak Grove School District

Jazmyn Balcazar • 8
Herman Intermediate School • Oak Grove School District

Saniya Parker • 8
Herbert Hoover Middle School • San Jose Unified School District

Wunpini Shaibu • 8
Davis Intermediate School • Oak Grove School District

Troy Simpson • 8
Herbert Hoover Middle School • San Jose Unified School District

Francisco Torres • 8
Herman Intermediate School • Oak Grove School District

LaDaizha Butcher • 12
Santa Teresa High School • East Side Union High School District

Esrom Zeremariam • 12
Santa Clara High School • Santa Clara Unified School District

Kerra Bond • 6
Baldwin Elementary School • Oak Grove School District

Tatianna Cerussi • 6
Sakamoto Elementary School • Oak Grove School District

Sasha Ishengoma • 6
Taylor Elementary School • Oak Grove School District

Joseph Kirsh • 6
Hayes Elementary School • Oak Grove School District

Rayjon Sparkman • 6
Del Roble Elementary School • Oak Grove School District

Ilhan Ali • 8
Bernal Intermediate School • Oak Grove School District

Chandler Crutcher • 8
Bernal Intermediate School • Oak Grove School District

Janice Russell • 8
Davis Intermediate School • Oak Grove School District

Marlon Shelton • 8
Herbert Hoover Middle School • San Jose Unified School District

Jessica Threeths • 8
Herman Intermediate School • Oak Grove School District

Abel Asefa • 12
Santa Clara High School • Santa Clara Unified School District

Deja Flournoy • 12
Prospect High School • Campbell Union High School District

2021 STUDENT HONOREES

Student Athlete

We recognize that participation in school sports builds physical fitness, leadership, character, and mental prowess. The honorees in this category have excelled in one or more of their schools' sports programs while maintaining a grade point average of 3.0 or better.

La'Savion Carr • 6
Ledesma Elementary School • Oak Grove School District

Jadon Shabaglian • 6
Taylor Elementary School • Oak Grove School District

Kevin Adiey • 8
Bernal Intermediate School • Oak Grove School District

Brayden Harris • 8
Sierramont Middle School • Berryessa Union School District

Zane Hunter • 8
Herman Intermediate School • Oak Grove School District

Jonas Petty • 8
Sierramont Middle School • Berryessa Union School District

Jemoore Akwo • 12
Prospect High School • Campbell Union High School District

Nigel Burris • 12
Archbishop Mitty High School • Diocese of San Jose

Max Dickson • 12
Valley Christian High School • Private

Yamilka Frometa • 12
Abraham Lincoln High School • San Jose Unified School District

Tamba Mattia • 12
Santa Clara High School • Santa Clara Unified School District

Keshawn Noriega • 12
Silver Creek High School • East Side Union High School District

Elijah Thomas • 12
Silver Creek High School • East Side Union High School District

Jayda Eboni Lavon Young • 12
Santa Teresa High School • East Side Union High School District

Daylen Dixon • 6
Tom Matsumoto Elementary • Evergreen Elementary School District

David Smith • 6
Oak Ridge Elementary School • Oak Grove School District

Demetrius Egorerua • 8
Herbert Hoover Middle School • San Jose Unified School District

Elijah Hightower • 8
Leyva Middle School • Evergreen Elementary School District

Jemimah Osborn • 8
Leyva Middle School • Evergreen Elementary School District

Jacob Wrencher • 8
Herbert Hoover Middle School • San Jose Unified School District

Naomi Bizen • 12
Prospect High School • Campbell Union High School District

Alaysia Clincy • 12
Willow Glen High School • San Jose Unified School District

Cyrus Flores • 12
Abraham Lincoln High School • San Jose Unified School District

Sydney Jackson • 12
Abraham Lincoln High School • San Jose Unified School District

Michael Mitchell • 12
Archbishop Mitty High School • Diocese of San Jose

Kamai Stevenson • 12
Abraham Lincoln high School • San Jose Unified School District

Olivia Williams • 12
Archbishop Mitty High School • Diocese of San Jose



CONGRATULATIONS CLASS OF 2021!

The Santa Clara County Alliance of Black Educators celebrates your accomplishments and this important milestone.

We wish you much success as you embark upon the next phase of your educational journey!



"Everybody is a hero in their own story."

Chadwick Boseman

ADULT AWARD RECIPIENTS

The Hank Hutchins Award

Henry Hutchins was a tireless advocate for education. He was a graduate of Albany State College (B.A.) New York University (M.A.) and Oklahoma University (Ed.D). He was a Superintendent of the Mt. Pleasant School District. This recipient, a member of the Santa Clara County Alliance of Black Educators, has made contributions to organizations which enhance the quality of life of African American children, youth or adults; has developed programs that enhance the education of African American children; held leadership positions which provide for education excellence; and demonstrated other significant accomplishments that positively affect the education of students of African descent. It is an honor to recognize the following individuals for giving their heart and sharing their talents with our community, children and youth.

Denese Russell

Para-Educator • Berryessa School District

"Denese has always stepped beyond the role of a para-educator and has helped provide a safe and well-rounded learning environment in the classroom for students. This has been more obvious now in this pandemic year than ever before, where Denese has been instrumental in providing social-emotional support alongside mathematics learning. Her connections with the students have made them more approachable to understand their specific learning needs, and she makes herself available when the students need to talk and discuss their academic concerns and mathematical concerns." **Submitted by Sandhya Raman**

Lynne Murray

Administrator • East Side Union High School District

" ...As a teacher, assistant principal and principal at one of our district's continuation schools, Lynne Murray cares deeply for her students and is one of the hardest working educators I know... She models patience, kindness, dignity and respect even in the most volatile and negative situations and by doing so, has definitely enhanced the quality of life of African-American youth who attended Foothill Continuation High School to get back on track and for a second or third chance. She also enhanced the lives of their adult caregivers who were frustrated with the traditional school system. One of her many accomplishments was the Creation of CEOs (credit earning opportunities) while at Foothill, almost 15 years ago which is still going on today which is a way for students to earn credits outside of the school day by volunteering or by engaging in civic events where their voices can be heard....She has personally contributed her own earnings for student scholarships which have positively affected the education of students of African descent and other deserving students... She's a wonderful, hard working role model for everybody {she} interacts with." **Submitted by Heidi Boyd**

Amleset Yohannes

Administrator • Santa Clara Unified School District

The Santa Clara County Alliance of Black Educators bestows the Hank Hutchins Award and honorary membership to Amleset Yohannes for her contributions to our African Ancestry parent engagement project in the Santa Clara Unified School District. Her partnership has been significant in the development and achievement of our goals for parent and student engagement. Her leadership position in the SCUSD as Principal of the Santa Clara Community Day School enhanced the quality, advocacy, creativity and accomplishments we needed to address the systemic issues that impede African Ancestry student progress. **Submitted by SCCABE Affiliate**

ADULT AWARD RECIPIENTS

The Laverne Owens Community Service Award

LaVerne Owens was a community activist. She was a graduate of Langston University. She was a teacher and administrator in the Alum Rock School District for fifteen years. This award recognizes a person who has made a significant impact in the city region, state or nation. They have been recognized as leaders who have advanced the education of African American children and youth; and have made significant contributions to civic, community or social programs which enhance the quality of life of children, youth and adults. It is an honor to recognize the following individual for giving their hearts and sharing their talents with our community, children and youth.

Tracy Bowers

Social Worker • Community Service

"Ms. Bowers has been a Social Worker 27 years; and that alone qualifies her for this award. She has always gone above and beyond in service to others via her leadership of the San Jose Chapter of the Links, Inc. I nominate her for unpaid contributions to our community, nation and Africa. Her compassion and leadership encourages implementation of numerous programs for youth, children and adults. Her list of community involvement is extensive. She has supported Christmas and Thanksgiving activities for foster students; voter registration activities; financial support for domestic violence; the African American Community Service Agency and the African Film Festival; health workshops for women; sponsorship of performing arts for youth; and essential school supplies and clothing for students in Kenya. There are numerous other examples of service within her church activities which demonstrate her extraordinary impact and commitment to the betterment of humanity."

Submitted by Brenda Ray

PRESIDENT'S AWARD
2020 - 2021

Brenda Smith-Ray

No person previously presented this award has been more deserving than Brenda Smith-Ray. She was one of the founding members of the Santa Clara County Alliance of Black Educators and has remained committed for over 30 years. Brenda is a life-long educator and has served several local districts. She has also started and managed a school for African American students. In addition, Ms. Smith-Ray was the Chair of the Education Assessment & Research Project for African Ancestry students in Santa Clara County.

Brenda Smith-Ray's accomplishments over the last year have been simply amazing. She has led the Alliance's parent engagement efforts in Santa Clara Unified School District, while coordinating training offered to both parents and staff. In addition, she was the editor of the Alliance's parent newsletter that was distributed to African Ancestry families in local districts, including Alum Rock, Oak Grove, Milpitas, East Side and Santa Clara.

Our community has been extraordinarily served by Brenda Smith Ray over the years. This award is but a token of what she's meant to so many of us.



S.C.C.A.B.E. PRESIDENTS

1989 - 2021



Henry T. Hutchins
Mt. Pleasant



Brenda Smith Ray
Alum Rock



Sandra Mack
Eastside Union



Elva Jones
Alum Rock



Henry Thaggert
Community College



Mildred Cooper
Franklin McKinley



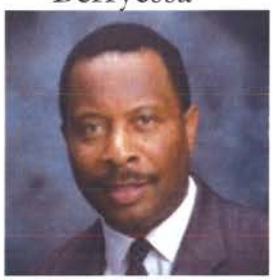
Dorothy Nash
Alum Rock



Joan Fisher
Berryessa



Debra Watkins
Eastside Union



Leon Beachman
Santa Clara County Board of Education

ACKNOWLEDGEMENT OF NOMINATORS

2020 - 2021

Maria Aguiniga
Anthony Alberts
April Anderson
Christopher Atkins
Antoinette Battiste
Shawnee Beeson
Amy Bencomo
Nicohle Boye-Doe
Martha Cabrera
Kari Climer
Jackie Cohen
Jason Dufenhorst
Danille Dunn
Shamar Edwards
Erik Ellefsen
Kristi Frankina
Kelly Fregoso
Michael Henry
Melinda Hoppe
Oladotund Hospidales
Margaret Isied
Susan Leftwich
Bonnie Liang
Jerell Maneja
Carol Mar
Lindsay Meyers
Amanda Montoro
Chris Mosley
Lynne Murray
Jeanne Mustille
Xuan Nguyen
Arsalan Niazmand
Paul Okoye
Oscar Ortiz
Stephanie Palmeri
Tina Parrott
Jonathan Payne
Mylan Pham
Madeline Pomaro
Jacklyn Pomele
Sandhya Raman
Zuly Reyes
Laura Rice
Cheryl V Rivera
Tamekia Sanford
Karisa Scott
Jill Shoopman
Julia Sibley
Sara Spacek
James Staten
Aimie Subaba
Veronica Talton
Dupe Thomas
Ted Thomas
Michael Tomlin
Tina Tong Choy
Jennifer Walczak
Greg Walker
Katy Weeks
Elizabeth Wells
May Xiong Thao
Nicole Zaccheo
Heidi Boyd
Brenda Ray

"If we don't stand up for children, then we don't stand for much."

Marian Wright Edelman

THANK YOU

Sponsors, Donors & Community Partners!

San Jose State University

Santa Clara County Office of Education

Office of California Congressman Ro Khanna, 17th Congressional District

Vice Mayor Chappie Jones

East Side Union High School District

Milpitas Unified School District

Santa Clara Unified School District

Oak Grove School District

San Jose Chapter of Links, Incorporated

SEIU Local 521-San Jose AFRAM Caucus

African American Community Services Agency

Council on Academic Resources and Leadership (C.A.R.L)

Black Leadership Kitchen Cabinet (BLKC)

SJMAG/Tabia African American Theatre Ensemble

A Black Education Network – ABEN

Educational Pathways with Antoinette Battiste

Bay Area Tutoring Association

Kristen Brown for Trustee Area 3

Jalal Beauchman - Web Designer

Sean Young Studios - Graphic Design

Gerry Joyce

Tyson Amir

Eric Andrew

Vernol Battiste

Antoinette Battiste

Brenda Smith-Ray

Sharon Moore

Hedwig Rucker

Barbara Boone

Will Ector

Leon Beauchman

Annie Handy

Josephine Miles

Rufus White

A TRIBUTE TO OUR ANCESTORS:
IN REMEMBRANCE

John Lewis

John Lewis (Feb 21, 1940 – Jul 17, 2020) was a civil rights icon and a venerable congressman. Lewis served in the U.S. House of Representatives for Georgia's 5th congressional district from 1987 until his death. He was chairman of the Student Nonviolent Coordinating Committee (SNCC) from 1963 to 1966. Lewis was widely seen as a moral conscience of Congress because of his decades-long embodiment of the nonviolent fight for civil rights. His passionate oratory was backed by a long record of action that included more than 40 arrests while demonstrating against racial and social injustice. A follower and colleague of Martin Luther King Jr., he participated in lunch counter sit-ins, joined the Freedom Riders in challenging segregated buses, and was a keynote speaker at the historic 1963 March on Washington.

Vernon Jordan

Vernon Jordan (Aug 15, 1935 – Mar 1, 2021) was a prominent civil rights leader and activist and a close advisor to former President Bill Clinton. Jordan graduated from DePauw University in Indiana in 1957, the only Black student in his class. He then studied law at Howard University and began his career fighting segregation, starting with a lawsuit against the University of Georgia's integration policy in 1961. Jordan worked as a field director for the NAACP and as a director of the Southern Regional Council for the Voter Education Project before becoming president of the National Urban League. An influential figure in the fight for civil rights and American politics with close connections with a number of U.S. presidents, Vernon Jordan was an icon to the world. In 2001, he received the NAACP's Spingarn Medal for a lifetime of social justice activism.

Katherine Johnson

Katherine (nee Coleman) Johnson (Aug 26, 1918 – Feb 24, 2020) was an African American mathematician at the National Aeronautics Space Agency (NASA). Johnson excelled academically, graduating from college with honors at age 18. During her more than thirty years with the space program at NASA, she calculated and analyzed the flight paths of many spacecraft. Her work helped send astronauts to the moon. Johnson later worked on the space shuttle program and retired from NASA in 1986. Johnson received numerous awards and honors for her work, including the Presidential Medal of Freedom in 2015. In 2016 NASA named a building, the Katherine G. Johnson Computational Research Facility, after her. She was featured in the 2016 movie "Hidden Figures" that was based on the book of the same name published that year.

Chadwick Boseman

Actor, producer, and playwright Chadwick Boseman (Nov 29, 1976 - Aug 28, 2020) achieved international fame and inspired millions in the iconic movies "Black Panther" and "42," the latter in which he portrayed baseball legend Jackie Robinson. He is also known for his starring roles as pioneering Americans James Brown in "Get on Up" (2014) and Thurgood Marshall in "Marshall" (2017), and won a number of acting awards over his career.

Joseph Lowery

Joseph Lowery (Oct 6, 1921 – Mar 27, 2020) was a distinguished civil rights leader and respected Methodist minister. After Rosa Parks sparked the Montgomery bus boycott in 1955 by refusing to give up her seat to a White man, Lowery led a successful drive against the segregated Mobile, Alabama, bus system. Later Lowery and other Black southern ministers, including Dr. Martin Luther King, Jr., founded the Southern Christian Leadership

A TRIBUTE TO OUR ANCESTORS:
IN REMEMBRANCE

Conference (SCLC) of which Lowery was elected vice president. Referred to as the "dean of civil rights movement", He served as SCLC president from 1977 to 1997. He was a key figure in the desegregation of the United States and, after integration was achieved, focused his attention on other significant issues such as Black voter registration, affirmation action, public health, and workers' rights. Lowery received much recognition for his many accomplishments. In 2009 he was awarded the Presidential Medal of Freedom.

Cicely Tyson

Cicely Tyson (Dec 19, 1924 - Jan 28, 2021) was an iconic and influential film and stage actress who broke barriers for Black actresses. In a remarkable career that spanned seven decades, she became known for her portrayal of strong African American women, bringing nobility and grace to the character whether playing a former slave or a civil rights icon, refusing to take roles that demeaned Black people. Tyson won a Tony, Emmys, and an honorary Oscar, but said that her most important honor was being awarded the Presidential Medal of Freedom by President Barrack Obama in 2016.

C.T. Vivian

Cordy Tindell Vivian (Jul 30, 1924 - Jul 17, 2020) was a minister, author, and close friend and lieutenant of Martin Luther King, Jr. during the civil rights movement and was a champion for nonviolent action. He organized some of the civil rights movement's first sit-ins in the late 1940s. Vivian was a leading member of the Freedom Riders, a loose collection of activists who rode interstate buses to protest segregated bus terminals — and often suffered beatings and arrests as a result. For his work for racial and social justice, Vivian received the Presidential Medal of Freedom in 2013.

Hank Aaron

Henry Louis Aaron (Feb 5, 1934 – Jan 22, 2021) was a professional baseball player who played 23 seasons in Major League Baseball from 1954 through 1976. "Hammerin' Hank" was the Baseball Hall of Famer who broke Babe Ruth's all-time home run record in the face of racism, and became a revered ambassador to the game. His career record 755 home runs stood for three decades. Hank Aaron was also known for his successful business accomplishments and philanthropic efforts.

B. Smith

Barbara Elaine Smith (Aug 24, 1949 – Feb 22, 2020), professionally known as B. Smith, was an American restaurateur, model, cookbook author, businesswoman, and television host.

Kobe Bryant

Professional basketball player and NBA legend, Kobe Bryant (Aug 23, 1978 - Jan 26, 2020) played his entire 20-year NBA career with the Los Angeles Lakers. He entered the NBA directly from high school. Regarded as one of the greatest players of all time, Bryant helped the Lakers win five NBA championships and was an 18-time All-Star and a two-time NBA Finals MVP. He retired in 2016.

A TRIBUTE TO OUR ANCESTORS:
IN REMEMBRANCE

Bill Withers

Bill Withers (Jul 4 1938 - Mar 30, 2020) was a Grammy Award-winning singer-songwriter known for classic hits such as "Ain't No Sunshine," "Grandma's Hands," "Use Me," "Lean on Me," "Lovely Day," and "Just the Two of Us" over his short 15 year career.

Charley Pride

Charlie Pride (Mar 18, 1934 - Dec 12, 2020) was an award-winning singer, guitarist, and professional baseball player who became country music's first Black superstar, with 52 top-10 hits on the country chart.

Little Richard

Richard Wayne Penniman (Dec 5, 1932 - May 9, 2020), known as Little Richard, was an American musician, singer, and songwriter. Nicknamed "The Architect of Rock and Roll" and "The Innovator", Little Richard was an influential figure in popular music and popular culture for seven decades with many signature hits such as "Lucille" and "Good Golly Miss Molly".

Tommy J. Fulcher

Tommy J. Fulcher (May 11, 1944 - Jan 28, 2020) served as president/CEO of Santa Clara County's Economic and Social Opportunities, Inc. (ESO) from 1982 to 2007. Fulcher was responsible for networking with the private sector to bring resources to the ESO.

W. Steve Stevens

W. Steve Stevens (Apr 3, 1934 - Feb 15, 2020) was the first African American lawyer employed at the Santa Clara County Public Defender's Office. He served from 1972 to 1990 as a Santa Clara County public defender.

Eddie Gale Stevens, Jr.

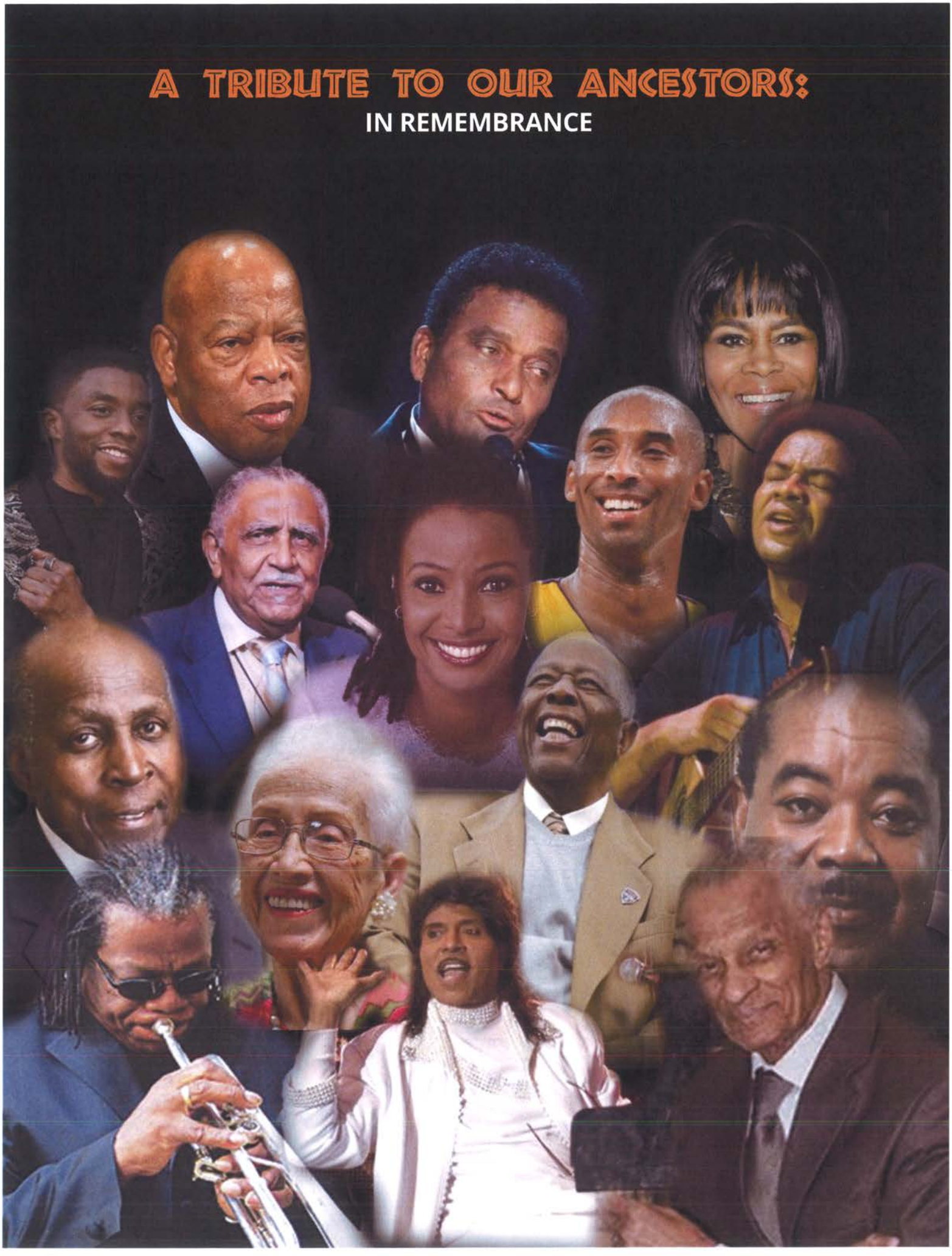
Eddie Gale Stevens, Jr. (Aug 15, 1941 - Jul 10, 2020), known professionally as Eddie Gale, was a pioneering jazz trumpeter, bandleader, and educator. He was appointed Ambassador of Jazz by San Jose mayor Norman Mineta in 1974. Over the years, Eddie Gale visited middle and high schools throughout the Bay Area to introduce students to music. He was an artist in residence in Oakland and San Jose.

"I was born by myself but carry the spirit and blood of my father, mother and my ancestors. So I am really never alone. My identity is through that line."

Ziggy Marley

A TRIBUTE TO OUR ANCESTORS:

IN REMEMBRANCE



SANTA CLARA COUNTY
ALLIANCE OF
BLACK EDUCATORS

Is an affiliate of

NABSE™

National Alliance of Black School Educators

Thank you to our 2021 Student Recognition Planning Committee, nominators, volunteers, friends, and supporters, and most of all to our 290 talented and achieving 5th, 6th, 8th, and 12th grade students!

"If you stand tall, it is because you stand on the backs of those who came before you."

Your contributions make programs like this possible.
You can donate at:

www.sccabe.org

The Santa Clara County Alliance of Black Educators
is a 501(c)3 organization.

BLACK MINDS MATTER

2.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Special Recognition for the ARUSD Classified and Certificated Retirees.**

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2021 Classified and Certificated Retirees.

Submitted by: Tereasa Smith TS Title: Director, Human Resources

To the Board of Trustees: **Recognition**

2.02

Agenda Placement

Meeting: June 10, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Staff Presentation:**
The Local Control Accountability Plan (LCAP) 2021-2024 Draft

Staff Analysis: The Proposed 2021-2024 draft LCAP will be presented by staff.

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: June 10, 2021

PRESENTATION
5.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by: _____

Approved_____ Not Approved_____ Tabled _____

The Local Control Accountability Plan (LCAP) 2021 - 2024 DRAFT PUBLIC HEARING

June 10, 2021

Sandra Garcia
Director, State & Federal Programs

Adoption Requirements

In adopting the LCAP the governing board shall:

- Hold at least one public hearing to solicit recommendations and comments from the public
- At the same meeting hold the public hearing required for the LEA budget
- At a subsequent meeting, the governing board adopts the LCAP, LCAP Federal Addendum, LEA budget, and the Budget Overview for Parents



LCAP Development Timeline

January	February March	April	May	June
• LCFF/LCAP Budget Informational Meeting (Jan 28)	• Parent/Community input forums (March 2, March 9) • Staff/Parent School Site Input Sessions (Feb 22 - March 12) • DAC LCAP input session (March 1) • Management Team Input Session (March 3) • DELAC LCAP input session (March 15) • AREA, CSEA, ARAA & Teamsters LCAP Review & Input Session (March 16) • On-line parent,staff and student surveys (February 22 - March 12) • Board Update (March 11)	• Board Update (April 15)	• Board Update LCAP Draft (May 13) • Advisory groups LCAP Draft input (May 27)	• LCAP Public Hearing/ Stakeholder Feedback (June 10) • Approval of LCAP (June 24) • Submit LCAP to Santa Clara County Office of Education for approval (by July 1)

Board Updates

March

- Described Stakeholder Input Process
- Shared process for gathering stakeholder input through surveys
- Shared information on Preliminary Themes from LCAP Forums

April

- Shared Trends/Findings from all stakeholder input sessions
- Shared Survey Data
- Provided an update on survey results

June

- Share a copy of the LCAP DRAFT
- Provide information on Actions/Services for consideration
- Share Highlights of Annual Measurable Outcomes (AMOs)



2021 - 2024 LCAP DRAFT

LCAP DRAFT includes:

- Annual Update
- 4 LCAP goals
- Results of Annual Measurable Outcomes
- Actions & Services with budget allocation information



Goals for 2021 - 2024 LCAP

- Provide a rigorous, innovative, and well-rounded instructional program that prepares students for college and career readiness and excellence in the 21st century
- English Learners will develop the skills to make annual growth in core subject areas and show progress on their English language assessment
- Provide an inclusive and caring community where students and families feel safe, welcomed and supported utilizing a multi-tiered system of support
- Foster relationships with stakeholders to promote a positive and collaborative environment that is focused on student achievement

Trends/Findings (all stakeholders)

GOAL #1 RIgorous Instruction	GOAL #2 Proficiency in English	GOAL #3 Safe,welcoming environment	GOAL #4 Stakeholder Engagement
-Maintain student platforms introduced during Distance Learning -Increase tutoring opportunities/Homework Clubs -Keep Morning Meeting as part of instructional day and expand on SEL program -Continue professional development to teachers/administrators especially tech related training -Consider other pathways for students such as CTE (Career Technical Ed and variety of electives)	-Continue professional development for ALL teachers and administrators on supporting English Learners -Provide targeted support for ELs during summer programs and throughout the school year -Expand on support for newcomers and long term English learners	-Need for more maintenance support to ensure school sites are Covid safe. -Increase counseling services -Continue expansion of SEL and Restorative justice programs --provide training for all staff including parents, paras and other staff -Provide opportunities to develop multicultural competency in students -Expand extracurricular opportunities for students (ie. music, art, theatre, sports)	-Continue to provide parent training on use of various platforms that support student learning -Expand on training for parents in areas of SEL and Mental Health well-being -Offer flexible scheduling of events/meetings - Keep Zoom access for parent meetings -Community Liaisons support is essential -Expand on Vietnamese Interpretation services

Goal 1

Provide a rigorous, innovative, and well-rounded instructional program that prepares students for college and career readiness and excellence in the 21st century

HIGHLIGHTS-Annual Measurable Outcomes

- 7 point increase in performance in English Language Arts and 6 point increase in performance in Mathematics for Students with Disabilities
- Homeless student subgroup moved from red performance level to yellow in ELA and Math
- African American student subgroup moved from red performance level to yellow in Math
- Provided 1:1 devices for all students during school closures
- ARUSD operated 52 Care Pods districtwide serving 534 students beginning September 2020 through the last day of school. In addition, our SPED department was able to operate two Care Pods for students with autism.
- Rolled out a variety of student platforms and apps to support students during Distance Learning as well as related professional development for all staff

Proposed Actions/Services for Goal 1:

- Site allocations to support site SPSA goals
- Induction support for new teachers
- Extended day services for TK/K students offered by partner agencies
- Increased technology to support learning
- Continuation of new student platforms and apps
- Extended Learning Opportunities (school year and summer)
- Professional Development for all staff
- Support for Foster Youth

Goal 2

English Learners will develop the skills to make annual growth in core subject areas and show progress on their English language assessment

HIGHLIGHTS - Annual Measurable Outcomes

- 100% of fully credentialed teachers have CLAD or BCLAD certification
- EL students increased 5.5 points in English Language Arts on 2019 SBAC assessments
- EL students maintained their performance level in Math on 2019 SBAC assessments
- According to the 2019 Dashboard, 41.2% of our ELs are making progress towards proficiency
- Provided additional support (virtually) to students identified as "newcomers" and "long term English Learners"

Actions/Services for Goal 2:

- Professional Development for all staff to support English Language Development
- Deepen understanding of the ELPAC, accommodations and support for students that are ELs and Students with Disabilities
- Extended day/Summer programs for LTELs and students at risk of being LTELs at Elementary Schools
- Expand Imagine Learning language program
- Provide parent workshops on strategies to support their student's second language acquisition
- Support for increased achievement of Pathway to Biliteracy Award

Goal 3

Provide an inclusive and caring community where students and families feel safe, welcomed and supported utilizing a multi-tiered system of support

HIGHLIGHTS-Annual Measurable Outcomes

- We established an Ed Tech/mentoring program to support teachers at varying levels of tech proficiency to make best use of devices and programs.
- We were successful in forming an SEL committee which included teachers, counselors, community liaison, and a district office administrator. The SEL committee created a scope and sequence and curated a number of SEL resources for students, parents, teachers/educators
- There were approximately 400 students served through the counselor intern program.
- Since March 16, 2020, Alum Rock has served 3.5 million meals to an average of 3,100 Alum Rock youth under 18 years of age
- Through our "Mobile Meals" Program we serviced an additional 200 ARUSD students with daily meals.

Actions/Services for Goal 3:

- Expansion of Mental Health and Social Emotional Learning Program
- Alignment of Positive School Culture programs/strategies
- Review and strengthen positive behavior support systems at school sites (ie. restorative practices)
- District Music and VAPA offerings
- After School Sports
- Trauma Informed Practices-training for all staff and parents

Goal 4

Foster relationships with stakeholders to promote a positive and collaborative environment that is focused on student achievement

HIGHLIGHTS-Annual Measurable Outcomes

- 530 parents attended Back to District -September 2019 and 669 parent participated in Parent University in October 2019.
- Provided additional interpretation services to families during school and district meetings to maintain consistent communication between home and school (Spanish, Vietnamese)
- Parent Square provided additional two way communication opportunities between school and families.
- 128 families participated in our virtual parent series with Edificando Vidas
- Community Liaisons offered parent workshops on the use of various communication and student platforms
- Extended IT hours to offer technical support to families

Actions/Services for Goal 4:

- Community Liaisons at all sites to increase parent engagement and involvement
- Training for Community Liaisons
- Increase use of Parent Square to support home/school communication
- Parent workshops - continue to offer virtual as an option
- Additional translation services (i.e. Vietnamese)
- Strengthen outreach to families with Foster Youth/McKinney Vento
- Opportunities to build leadership capacity in parent leaders

Next steps

1. LCAP Adoption - June 24, 2021
2. Submit LCAP to SCCOE for approval


Thank You

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

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Public Hearing: Local Control and Accountability Plan (LCAP)**

Staff Analysis: A Public Hearing is required to obtain assurances from the Governing Board that the school district will comply with Education Code Sections 42127 and 52062, which states that the governing board of a school district shall hold at least one public hearing to solicit the recommendations and comments of members of the public regarding the specific actions and expenditures proposed to be included in the Local Control Accountability Plan (LCAP) and the 2021-2022 Budget are subject to the requirements of this section. A draft copy of the District's proposed LCAP and related documents will be available for inspection on the district webpage (www.arusd.org).

PUBLIC HEARING

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: June 10, 2021

Public Hearing 5.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by: _____

Approved_____ Not Approved_____ Tabled _____

5.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: CLOSE PUBLIC HEARING: Local Control Accountability Plan (LCAP).

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

5.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 5.04
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 2, 2021

Subject: **Staff Presentation:**
Proposed 2021-2022 Budget Adoption

Staff Analysis: The Proposed 2021-2021 Budget draft will be presented by staff.

PRESENTATION

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

PRESENTATION
5.04
Agenda Placement

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 5,05
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 2, 2021

Subject: **Public Hearing:**
Proposed 2021-2022 Budget Adoption

Staff Analysis: The Public Hearing is scheduled at 5:30 p.m., or soon thereafter, to solicit the recommendations and comments of members of the public regarding the Proposed Budget for Adoption for 2021-22 school year. The Proposed Budget is available for inspection at the District Office, Business Services Department, 2930 Gay Avenue, San Jose, CA 95127.

PUBLIC HEARING

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

To the Board of Trustees:

PUBLIC HEARING
5.05
Agenda Placement

Meeting: June 10, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

5.06

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: CLOSE PUBLIC HEARING: 2021-2022 Budget Adoption.

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

5.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Resolution#49-20/21 Support of Calcare and Medicare for All.

Approve

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

Approve

6.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Resolution # 49-20/21

Resolution in Support of CalCare (AB 1400) and Medicare for All (H.R. 1976)

WHEREAS every person in United States deserves high quality health care; and

WHEREAS employers spend on average nearly $15,000 a year for each employee's family health insurance plan with the costs continuing to rise, placing an enormous financial burden on businesses, inhibiting new businesses from opening due to large startup costs, and leading growing numbers of employers to drop health coverage for employees; and

WHEREAS employer demands for reductions in their health care costs by shifting costs to employees in the form of higher deductibles, coinsurance, co-pays, and cuts in covered services or in-network providers is a leading cause of strikes and other labor disputes; and

WHEREAS removing health coverage from contract negotiations would enhance the opportunity for businesses and workers to negotiate higher wages, which would increase worker spending, putting more money into local economies as well as providing for more tax revenue for local communities; and

WHEREAS the number of Americans without health insurance before the Covid-19 pandemic was nearly 30 million, with more than 40 million Americans underinsured, and the number of Californians without health insurance was 2.7 million, with 12 million Californians underinsured, despite important gains made since the implementation of the Affordable Care Act; and

WHEREAS communities of color are disproportionately represented among the uninsured, underinsured, and subjected to medical debt, medical bankruptcies, and homelessness due to medical bills, which has an adverse impact on those families and the entire community; and

WHEREAS the current Covid-19 pandemic has led to record levels of unemployment, loss of employer-sponsored health insurance, a severely strained health care system, widespread illness, and has taken a profound toll on our community's mental health, all of which is placing significant demands on our health care system, and

WHEREAS the Covid-19 pandemic further exposed the dangers of our fragmented, profit-driven health care system, which leads many Californians to delay seeking needed health care due to an inability to pay, leading to a sicker and poorer population in the long run; and

WHEREAS such a population is significantly more likely to develop serious illness if exposed to diseases like Covid-19 and will subsequently face higher mortality rates; and

WHEREAS the ever-increasing costs of health care, which are further elevated due to the pandemic, may challenge our already strapped state and municipal budgets; and

WHEREAS the Medicare for All Act of 2021 (H.R. 1976) and the California Guaranteed Health Care for All Act (AB 1400) would guarantee health care free at the point of service for every person in the United States and California, respectively, for all necessary medical care including prescription drugs; hospital, surgical, and outpatient services; primary and preventive care; emergency services; reproductive care; dental and vision care; and long-term care; and

WHEREAS the Medicare for All Act of 2021 and the California Guaranteed Health Care for All Act would provide coverage without copays, deductibles, or other out-of-pocket costs, and would slash bureaucracy, protect the doctor-patient relationship, and assure patients a free choice of doctors; and

WHEREAS the Medicare for All Act of 2021 and the California Guaranteed Health Care Act would save millions in taxpayer dollars now spent on premiums that provide often inadequate health insurance coverage for government employees; and

WHEREAS recent polls show that a majority of Americans and Californians support Medicare for All; and

WHEREAS the present presidential administration has the policy to empower states, as laboratories of democracy, to use Affordable Care Act innovation waivers to develop locally tailored approaches to health coverage, including by removing barriers to states that seek to experiment with statewide universal health care approaches;

NOW THEREFORE BE IT RESOLVED, that the Alum Rock Union Elementary School District enthusiastically supports the Medicare for All Act of 2021 (H.R. 1976) and calls on our federal legislators to work toward its immediate enactment, assuring health care for all residents of the United States.

BE IT FURTHER RESOLVED, that the Alum Rock Union Elementary School District expresses its enthusiastic support for the California Guaranteed Health Care for All Act (AB 1400) and calls upon our state legislators to work toward its immediate enactment.

Adopted by the Governing Board of the Alum Rock Union School District on June 10, 2021, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Signature (Governing Board President)

Signature (Governing Board Clerk)

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Board Policy 5141.21, Administering Medication and Monitoring Health Conditions – First Reading (Information Only).**

Attached is the first reading for Board Policy 5141.21, Administering Medication and Monitoring Health Conditions.

Submitted by: Hilaria Bauer Title: Superintendent

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

Meeting: June 10, 2021
Regular Board Meeting

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 ESD

Board Policy

Administering Medication and Monitoring Health Conditions

BP 5141.21
Students

PENDING

The Governing Board believes that regular school attendance is critical to student learning and that students who need to take medication prescribed or ordered for them by their authorized health care providers should have an opportunity to participate in the educational program.

(cf. 5113 – Absences and Excuses)
(cf. 5113.1 – Chronic Absence and Truancy)

Any medication prescribed for a student with a disability who is qualified to receive services ~~The Board of Trustees recognizes that during the school day, some students may need to take medication prescribed or ordered by an authorized health care provider to be able to fully participate in the educational program. The Superintendent or designee shall develop processes for the administration of medication to these students. For any student with a disability, as defined~~ under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act of 1973 shall ~~, necessary medication shall~~ be administered in accordance with the student's individualized education program or Section 504 services plan, as applicable.

(cf. 5141.21 – Specialized Health Care Services)
(cf. 6159 - Individualized Education Program)
(cf. 6164.6 - Identification and Education Under Section 504)

For the administration of medication to other students during school or school-related activities, the Superintendent or designee shall develop protocols which shall include options for allowing ~~If a~~ parent/guardians to administer ~~chooses, he/she may administer the~~ medication to ~~his/her~~their child at school, ~~or~~ designate ~~an~~other individuals to do so on their behalf, and, with the student's authorized health care provider's approval, request the district's permission for the student to self-administer a medication or self-monitor and/or self-test for a medical condition. Such processes shall be implemented in a manner that preserves campus security, minimizes instructional interruptions, and promotes student safety and privacy.
~~who is not a school employee to do so on his/her behalf.~~
(cf. 1250 - Visitors/Outsiders)
~~(cf. 6116 - Classroom Interruptions)~~
~~In addition, upon written request by the parent/guardian and with the approval of the student's authorized health care provider, a student with a medical condition that requires frequent~~

~~treatment, monitoring, or testing may be allowed to self-administer, self-monitor, and/or self-test. The student shall observe universal precautions in the handling of blood and other bodily fluids.~~

(cf. 5141 - Health Care and Emergencies)
(cf. 5141.22 - Infectious Diseases)
~~(cf. 5141.23 - Asthma Management)~~
(cf. 5141.27 - Food Allergies/Special Dietary Needs)
(cf. 6116 - Classroom Interruptions)

The Superintendent or designee shall make epinephrine auto-injectors available at each school for providing emergency medical aid to any person suffering, or reasonably believed to be suffering, from an anaphylactic reaction. (Education Code 49414)

In an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer medication to the student.

(cf. 3516 - Emergencies and Disaster Preparedness Plan)

Administration of Medication by School Personnel

When allowed by law, medication prescribed to a student by an authorized health care provider may be administered by a school nurse or, when a school nurse or other medically licensed person is unavailable and the physician has authorized administration of medication by unlicensed personnel for a particular student, by other designated school personnel with appropriate training. District nurses and other designated school personnel shall administer medications to students in accordance with law, Board policy, administrative regulation, and, as applicable, the written statement provided by the student's parent/guardian and authorized health care provider. Such personnel shall be afforded appropriate liability protection.

In addition, trained unlicensed school employees are allowed to administer medications to students suffering from allergic reactions, severe hypoglycemia, or asthma. Furthermore, as with other prescription medications, trained unlicensed school personnel may administer insulin to students where an authorized health care provider has determined that unlicensed school personnel may safety and appropriately administer the medication only when the Superintendent or designee has received written statements from both the student's parent/guardian and authorized health care provider. The medication must be administered in accordance with a written health care provider statement and parental consent.

(cf. 3530 - Risk Management/Insurance)
(cf. 4119.42/4219.42/4319.42 - Exposure Control Plan for Bloodborne Pathogens)
(cf. 4119.43/4219.43/4319.43 - Universal Precautions)
~~Only a district nurse and other designated school personnel shall administer medications in accordance with law, Board policy, and administrative regulation and shall be afforded appropriate liability protection.~~

FIRST READING

When unlicensed personnel are authorized by law to administer a medication, such as emergency antiseizure medication, epinephrine auto-injector, or glucagon, the Superintendent or designee shall ensure that school personnel designated to administer any medication~~it to students~~ receive appropriate training and, as necessary retraining from ~~from~~ qualified medical personnel before any medication is administered. At a minimum, the training shall cover how and when such medication should be administered, the recognition of symptoms and treatment, emergency follow-up procedures, and the proper documentation and storage of medication. Such trained, unlicensed designated school personnel shall be supervised by, and provided with immediate ~~emergency~~ communication access to, a school nurse, physician, or other appropriate individual.

~~The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.~~

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

The Superintendent or designee shall maintain documentation of the training, ongoing supervision, as well as annual written verification of competency of such other designated school personnel.

~~In an emergency situation such as a public disaster or epidemic, a trained, unlicensed district employee may administer medication to a student.~~

Legal Reference:

EDUCATION CODE
48980 Notification at beginning of term
49407 Liability for treatment
49408 Emergency information
49414 Emergency epinephrine auto-injectors
49414.5 Providing school personnel with voluntary emergency training
49414.7 Emergency medical assistance: administration of epilepsy medication
49422-49427 Employment of medical personnel, especially:
49423 Administration of prescribed medication for student
49423.1 Inhaled asthma medication
49480 Continuing medication regimen; notice

BUSINESS AND PROFESSIONS CODE
2700-2837 Nursing, especially:
2726 Authority not conferred
2727 Exceptions in general
3501 Definitions

FIRST READING

4119.2 Acquisition of epinephrine auto-injectors

CODE OF REGULATIONS, TITLE 5
600-611 Administering medication to students

UNITED STATES CODE, TITLE 20
1232g Family Educational Rights and Privacy Act of 1974
1400-1482 Individuals with Disabilities Education Act

UNITED STATES CODE, TITLE 29
794 Rehabilitation Act of 1973, Section 504

COURT DECISIONS
American Nurses Association v. Torlakson, (2013) 57 Cal.4th 570
~~American Nurses Association v. O'Connell, (2010) 185 Cal.App.4th 393~~
Management Resources:

AMERICAN DIABETES ASSOCIATION PUBLICATIONS
Glucagon Training Standards for School Personnel: Providing Emergency Medical Assistance to Pupils with Diabetes, May 2006
Program Advisory on Medication Administration, 2005

CALIFORNIA DEPARTMENT OF EDUCATION LEGAL ADVISORIES
Legal Advisory on Rights of Students with Diabetes in California's K-12 Public Schools, August 2007
CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS
Training Standards for the Administration of Epinephrine Auto-Injectors, rev. 2015

NATIONAL DIABETES EDUCATION PROGRAM PUBLICATIONS
Helping the Student with Diabetes Succeed: A Guide for School Personnel, June 2003

WEB SITES
CSBA: http://www.csba.org
American Diabetes Association: http://www.diabetes.org
California Department of Education, Health Services and School Nursing: http://www.cde.ca.gov/ls/he/hn
National Diabetes Education Program: http://www.ndep.nih.gov
U.S. Department of Health and Human Services, National Institutes of Health, Blood Institute, asthma information: http://www.nhlbi.nih.gov/health/public/lung/index.htm#asthma

Policy ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
adopted: July 2, 2013 San Jose, California
revised: June 10, 2021 San Jose, California

FIRST READING

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **PowerSchool Hosting Services for EFinance & ESchool Plus Systems**

Staff Analysis: In an effort to continue to improve our IT services and security, the District would like to move our current EFinance and ESchool Plus systems to PowerSchool hosting services. By hosting these systems, PowerSchool will provide a reliable disaster recovery plan to the district, at a cost saving.

Total estimated cost for the three-year contract is approximately $122,400.00. The three-year agreement will be divided into a three-year payment of approximately $36,960.00 for the first year and ongoing charges of $42,720 per year for year two and three.

- July 1, 2021 - June 30, 2022 $36,960.00
- July 1, 2022 - June 30, 2023 $42,720.00
- July 1, 2023 - June 30, 2024 $42,720.00

Recommendation: Staff recommends approval of the purchase of PowerSchool Hosting Services for EFinance & ESchool plus Systems for three (3) years, (July 1, 2021 – June 30, 2024). The cost for the service is approximately $122,400.00 for the three-year term.

Prepared by: Avtar Gill AG Title: Chief Technology Officer

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

To the Board of Trustees: Meeting: June 10, 2021

Recommended Approval

7.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: ITSS (School/Dept.) VENDOR NO. 022672

PROGRAM MANAGER: Avtar Gill

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: PowerSchool Group LLC

   Address: 150 Parkshore Dr. City: Folsom State: CA Zip: 95630

   Phone: (949) 870-2128 Email Address: susan.tompkins@powerschool.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 07-1-2021 end date 6-30-2024

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:

   EFinance and ESchool Plus three year cloud hosting services, provided by PowerSchool. PowerSchool will also provide a reliable disaster recovery to the district with support.

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:** $122,400.00 (describe rate agreement) Three year agreement, YR 1 $36,960 YR 2&3 $42,720 each. Budget code # 010-0000-0-5846-00-0000-7700-000000-460-7900

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
-	See Above.	See Above.	-	122,400.00	-	-

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

PowerSchool

PowerSchool Group LLC
150 Parkshore Dr., Folsom, CA 95630
Quote #: Q-516746 - 1
Quote Expiration Date: 30-JUN-2021

Prepared By:	Susan Tompkins	Customer Contact:	Avtar Gill
Customer Name:	Alum Rock Union Elementary School District	Title:	Chief Technology Officer
Enrollment:	8,900	Address:	2930 Gay Ave
Contract Term:	36 Months	City:	San Jose
Start Date:	1-JUL-2021	State/Province:	California
End Date:	30-JUN-2024	Zip Code:	95127
		Phone #:	(408) 928-6910

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2021 - 30-JUN-2022			
License and Subscription Fees			
Unified Admin eFinancePlus Hosting	8,900.00	Students	USD 21,360.00
PowerSchool eSchoolPlus SIS Hosting	8,900.00	Students	USD 21,360.00
Unified Admin eFinancePlus One Time Discount	1.00	Each	USD -10,680.00
PowerSchool eSchoolPlus SIS One Time Discount	1.00	Each	USD -10,680.00
	License and Subscription Totals:		**USD 21,360.00**
Professional Services and Setup Fees			
Unified Admin eFP Project Mgmt (Travel not included)	16.00	Hour	USD 3,360.00
PowerSchool ERP Keys to Ownership	10.00	Hour	USD 2,100.00
Unified Admin eFP Server Migration	1.00	Servers	USD 1,500.00
PowerSchool eSchoolPlus SIS Proj Mgmt Travel Not Included	16.00	Hour	USD 3,360.00
PowerSchool Student Keys to Ownership	10.00	Hours	USD 2,100.00
PowerSchool eSchoolPlus SIS Server Migration	1.00	Servers	USD 1,500.00
Unified Admin eFP Consultation (Travel not included) TM	4.00	Hour	USD 840.00
Unified Admin eFP Project Mgmt (Travel not included)	4.00	Hour	USD 840.00
	Professional Services and Setup Fee Totals:		**USD 15,600.00**

Quote Total

Total Discount:	**USD 32,040.00**
Initial Term	**1-JUL-2021 - 30-JUN-2022**
Initial Term Total	**USD 36,960.00**

Annual Ongoing Fees as of 1-JUL-2022

Unified Admin eFinancePlus Hosting	8,900.00	Students	USD 21,360.00
PowerSchool eSchoolPlus SIS Hosting	8,900.00	Students	USD 21,360.00

Annual Ongoing Fees Total: **USD 42,720.00**

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support fees are invoiced at the then current rates and enrollment per terms of the main agreement executed between PowerSchool and Customer ("Main Services Agreement"). Any applicable state sales tax has not been added to this quote. Subscription Start and End Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote. All invoices shall be sent to Customer upon or promptly after execution of this quote, unless otherwise set forth in the applicable statement of work or Main Services Agreement (e.g., services billed on time and material basis will be invoiced when such services are incurred). Payment shall be due to PowerSchool before or on the due date set forth on the applicable invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for confirming this order and its own internal purposes, and no other. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months. Treatment of purchase orders are governed as provided in the Main Services Agreement. By execution of this quote, or its incorporation, this and future purchases of subscriptions or services from PowerSchool are subject to and incorporate the terms and conditions found at: https://www.powerschool.com/msa/

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC
Signature:



Printed Name: Eric Shander

Title: Chief Financial Officer

Date: 5-MAY-2021

Alum Rock Union Elementary School District
Signature:

Printed Name:

Title:

Date:

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: May 25, 2021

Subject: YMCA Summer School Contract 2020-2021

Staff Analysis: YMCA of Silicon Valley and ARUSD are collaborating to offer extended summer learning opportunities for 98 K-5 students for 5 weeks. The program will offer extended learning and enrichment opportunities to students identified as-at-risk as a way to address learning loss and support students' social emotional wellbeing.

Recommendation Staff recommends the board approve the contract with YMCA for Summer School services for the 2020-2021 School Year. Cost of contract is $124,800.00

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

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

To the Board of Trustees:

Recommended Approval

Meeting: June 10, 2021
Regular Board Meeting

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal / San Antonio Elementary (School/Dept.) VENDOR NO. _____

Submitted by: Sandra Garcia & Ivan Montes

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: YMCA of Silicon Valley

   Address: 80 Saratoga Ave. City: Santa Clara State: CA Zip: 95051

   Phone: (408) 351-6400 Email Address: sandy.walker@ymcasv.org

   SSN: _____ or Fed I.D. #: 94-1156318

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 14, 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:

   YMCA of Silicon Valley and ARUSD are collaborating to offer extended summer learning opportunities for 98 K-5 students for 5 weeks. The program will offer extended learning & enrichment opportunities to students identified as at-risk as a way to address learning loss and support students' social emotional wellbeing.

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:** $124,800 (describe rate agreement) 93 kids will be served at 5 weeks

5. **BUDGET CODE:** 12 6/21/21 CMS 6/27/21

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	124,800	

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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FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER LEARNING PROGRAM - SCHOOL PARTICIPATION AGREEMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

Mission:
Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Learning Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE

The YMCA of Silicon Valley (hereafter "YMCA") and the Alum Rock Union School District and San Antonio Elementary School (hereafter "School") enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in a Summer Learning Program ("SLP") to improve the educational success of participants (hereafter, "the Program(s)"). The Program(s) covered under this Agreement is: Summer Learning Program (SLP)

YMCA and Alum Rock Union School District & San Antonio (hereafter "Party" or "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that in the end. The Program is part of a national YMCA initiative to develop signature programs that will help improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.

2. The Parties agree to jointly create a collaboration plan that will include:
   a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA "Program Site Director", to: develop a Program plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
   b. A protocol for emergencies, such as a School closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the School building or on School grounds. The

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protocol will conform to the Parties' existing emergency protocols and all legal requirements.

c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

Staff and Student Selection

1. The School's principal will work with the YMCA to recommend certified teachers and/or other School staff who might be recruited for the Program as YMCA employees, volunteers, or as School staff assigned to serve as liaisons.

2. The YMCA Community Director & Program-Director shall have final authority to hire staff who will deliver Program components, including certified teachers to help ensure that the SLLP Program components and activities align. The school will assist us with the recruitment of Credentialed Teachers.

3. Credentialed Teachers hired by the YMCA Program Director to work with Program participants shall be employees of YMCA for purposes of the Program and during Program hours. This employment relationship is limited to the duration of the YMCA Program and is not intended to affect the teacher's employment with the host School or district. The Parties will review their respective personnel policies and will meet to identify and resolve employment issues such as contractual obligations, pay differentials, benefits, to assure that the employment conforms to personnel expectations and legal requirements.

4. The School's principal and the selected teachers will recommend students to participate in the Program based on YMCA priority criteria for inclusion. The Programs are particularly interested in serving students who meet any of the following criteria:
   a. At risk of non-proficiency in state standardized tests in reading;
   b. Eligible for free and reduced lunch program
   c. Homeless youth; Foster youth

5. The YMCA Program Site Director and staff will have final authority to determine which students will be invited to participate in the Program.

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
   a. *Participant Defined*. Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a "Participant"). A student who has not submitted the Program Release cannot be considered a Participant. Instead, that student is considered a "Non-Participant".

   b. *Compliance with FERPA and applicable privacy laws*. The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and any and all applicable state or local laws regarding educational rights and privacy from participants to share

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certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

c. Collection of Participant Data.
School agrees to provide the following participant-specific information to the YMCA:

For SLP
- Student attendance data.
- Data regarding classroom behavior and discipline.
- Reading scores.

d. SLP School Assistance with Data.
School also agrees to provide YMCA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.
   a. Disclosure of Participant Data to Y-USA and Other Business Partners.
   Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), may be shared with Y-USA for purposes of analysis and program improvement. Other business partners engaged in analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving and reporting on the Program.

   School agrees that the YMCA, Y-USA, or then current business partner, engaged in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

   b. Disclosure to Third Parties
   School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

   Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and

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any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation

San Antonio SLP Program:

1. SLP Program will begin on June 14,2021 and end on July 16, 2021. Program will be held Monday – Friday from 8am – 4pm (Closed Mon. July 5th – due to Holiday).
2. We will schedule two days for Staff Development and Set Up (June 14 & June 15).
3. School shall make the following spaces available to the YMCA for the Program at the times indicated:
    a. 4 classrooms per school location
    b. computer lab or cart
    c. cafeteria
    d. outdoor space/grounds
    e. 1 set of restrooms
    f. Other spaces deemed necessary to fulfill the Program requirements and expectations.

4. School shall provide general security and custodial services. Please provide phone number for janitors

5. YMCA shall identify third parties for Program enhancement (music, arts, field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.

6. School will provide office space for a full-time YMCA Program Site Director at the School. YMCA or School shall provide a desktop or laptop computer with an internet connection for the office space. School shall also provide either a printer for the office space or the ability for the YMCA Program Site Director to print from the office space. (YMCA Program Site Director must have access to Y-USA knowledge sharing site, Exchange, in order to be able to access Y-USA systems and resources.)

7. School will host site visit observations conducted by YMCA staff and or Y-USA staff to help ensure Program fidelity and for the purposes of quality assurance.

8. YMCA shall provide healthy meals and snacks for each Program participant on a daily basis aligned with Y-USA's Healthy Eating and Physical Activity Eating (HEPA) standards.

9. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

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10. If applicable school shall provide training for Y staff on reading programs being used and recommended for the summer.

Alum Rock District Sponsored Off-site Learning Program

1. Sponsoring 45 at risk youth (foster, homeless, etc.) from the Alum Rock School District to attend a Learning Enrichment Day Camp Program at the East Valley Family YMCA.
2. Program begins June 14, 2021 through July 16, 2021 and will be held Monday – Friday from 8am – 5pm (Closed Mon. July 5th – due to Holiday).
3. Alum Rock School District will select and refer all eligible students into the program.

COVID Protocols

Our YMCA of Silicon Valley Programs are diligent in following the latest Santa Clara County Public Health protocols to prevent the spread of the COVID-19 virus. We adhere to all county day camp regulations and requirements. In addition to the public health requirements, we adhere to the American Camping Association guidelines for operations under COVID-19 protocol. Last, but not least the CDC youth protocols are incorporated into our practice. As an early leader in COVID-19 world camp operations, our Y has helped informed county, state and national practices for safe and healthy youth operations.

HEALTH PROCEDURES

- Parents fill out a health check form each day confirming their child does not exhibit symptoms of illness and they have been not been exposed to COVID-19 before allowing children into program.
- Staff fill out a health check form each day confirming they do not exhibit symptoms of illness they have been not been exposed to COVID-19 before coming to work.
- We take temperatures of all children, staff each day.
- We have increased our hand washing schedule to include 20 second handwashing for all participants and staff before program, between each activity, before lunch and snacks, after lunch and snacks, and before program ends, at minimum.
- Face coverings will be required of all staff and children during program.
- We education staff, children and families on healthy habits throughout program
- We send home guidance from the County and CDC regarding safe health procedures to our families during program.
- We work to align practices with the school.

SOCIAL DISTANCING

- Indoor spaces are set up with a minimum of three feet between desks. Frequent outdoor activity is encouraged and children and staff will practice social distancing.
- During transitions (walking to the bathroom or a new activity space) children and staff will practice physical distancing.
- All activities and games will be individual based or adjusted for safe interactions following social distancing rules.

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STABLE GROUPS

- Stable Groups will be limited to 12 students.
- Staff will be assigned to specific group and will not interact with other groups to the best of our ability.
- During games groups will not interact with each other throughout the day.
- Parents and other adults will not be allowed in to the group.

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.

2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.

3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.

4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.

5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

6. Alum Rock School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.

8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.

10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

DocuSign Envelope ID: C1BC10AB-6832-4A14-A4D4-33AFA5B4CB7D

ALUM ROCK SCHOOL DISTRICT

Sandra Garcia,
Director State & Federal Programs
2930 Gay Ave.
San Jose, CA 95127

School: San Antonio Elementary

Ivan Rosales Montes, Principal
1721 E. San Antonio St.
San Jose, CA 95116

YMCA of Silicon Valley

Sandra Berlin Walker, President & CEO
80 Saratoga Ave.
Santa Clara, 95051

INSURANCE

Contractor will keep in force and shall cause the LEA to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

LEA will keep in force and shall cause the Contractor to be named as "Additional Insured", at minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury and all risk legal liability related to the Program.

ASSIGNMENT AND TRANSFER

There shall be no assignment of any part of this MOU by LEA or Contractor.

INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the LEA, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable and verifiable attorney's fees and costs, incurred by the LEA to the extent directly caused by the willful, or negligent act or omission of the Contractor, its officers, board of directors, employees or agents, in the Contractor's performance of this MOU.

LEA shall defend, indemnify and hold harmless the Contractor, including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by the Contractor which arise out of or relate to the wrongful, willful, or negligent act or omission of the LEA, its officers, directors, employees or agents, in the LEA's performance of this MOU.

APPLICATION OF LAW

This MOU represents the entire understanding of the Parties and it is under the jurisdiction and subject of the State of California.

TERMINATION OF AGREEMENT

Each Party has the right to terminate this contract if the other Party has materially breached any obligation herein and such breach remains uncured for a period of ten (10) days after written notice thereof is sent to the other Party. Further, either Party may termination this MOU without cause upon thirty (30) days prior written notice.

CONFIDENTIALITY

LEA acknowledges and agrees that all information, work in progress, trade secrets, or other secret or confidential information related to the business or projects of Contractor,

DocuSign Envelope ID: C1BC10AB-6832-4A14-A4D4-33AFA5B4CB7D

as well as student achievement data, demographic data, student medical records and academic records (collectively, "Student Data") constitutes confidential information (collectively, "Confidential Information"). Contractor agrees that all times, both during this MOU and after its termination, Contractor will keep in confidence and trust all such Confidential Information and shall not use, copy, or disclose to any person, firm, or corporation any such Confidential Information. This obligation shall end whenever such information enters the public domain and is no longer confidential or proprietary through no improper action or inaction by either Party. Upon termination or expiration of this MOU, or at any time upon request of LEA, Contractor will return to LEA all Confidential Information in Contractor's possession or control. If data will be provided through an online platform, Contractor shall have controlled access to the data via password, and Contractor shall assume full liability for any access violations which may occur. If Contractor is requested or required by reason of legal requirements or legal proceedings of any nature to disclose any Confidential Information, it shall promptly provide Grantee with notice of the request or requirement. In those cases, Contractor will in good faith consult with LEA and consider and act upon LEA's suggestions concerning the nature, scope, and manner of disclosure, including cooperating with LEA in seeking a protective order or other appropriate remedy. If, in the absence of a protective order or other remedy, Contractor is nonetheless legally compelled to disclose Confidential Information, Contractor may disclose only that portion of Confidential Information which its counsel advises is legally required to be disclosed. Contractor recognizes that Student Data is sensitive, and that any misuse of such data by Contractor could be or is a violation of state and federal law. Contractor assumes full responsibility for the use of such Student Data.

FINGERPRINTING SCAN AND TB TEST

Contractor is expected to have contact with LEA's students. Any Contractor, as well as any Contractor-associated personnel who are expected to have contact with students, must have proof of negative TB test and must authorize and undergo a fingerprinting scan via LIVESCAN (or other state or local authorized entity that provides fingerprinting services). Contractor agrees not to have contact with any student prior to proof of negative TB test and receipt of fingerprinting clearance.

Duration of Agreement; Amendments

1. This Agreement is effective on June 14, 2021 and shall end on July 16, 2021 unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.

2. **Payment Terms:**
   The maximum contract amount is $124,800.00

   Payment will be issued to Contractor within 30 days after receipt of the session invoice. Contractor will submit the invoice with documented enrollment based on the formula below.
   Off-site Learning Program:$280 per child x 5 weeks x 45 kids = $62,400
   San Antonio Program: $260 per child x 5 weeks x 48 kids =$ 62,400

3. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

IN WITNESS WHEREOF the undersigned have executed this MOU as of the Effective Date.

ACCEPTED AND AGREED

Alum Rock Union School District	**YMCA of Silicon Valley**
	DocuSigned by: Sandra B Walker C002F1AFC00742A...
Signature	Signature
Dr. Hilaria Bauer, Superintendent	Sandra Berlin Walker, President & CEO
	5/14/2021
Date	Date

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 24, 2021

Subject: **Maxim Healthcare Staffing**

Staff Analysis: This contract is for speech therapy services with Maxim Healthcare Staffing. Services will take place on days school is in session and during the summer program. Speech therapist services students at various sites with speech therapy identified needs per the students' IEP.

We are also including a Marriage Family Therapist (MFT) that has been on going with Alum Rock School District.

Recommendation: Staff recommends that the Board approve the contract increase with Maxim Healthcare Staffing. The increase of this contract is $34,680 for a total contract amount of $198,480.

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

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

To the Board of Trustees:

Recommend Approval

8.01
Agenda Placement

Meeting: June 10, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by:_____ Seconded by:_____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 216075 Contract Original Amount: $217,800

Vendor Name: Maxim Healthcare Vendor No. 300165

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✓ Increase Amount Line Item No.: 3
✓ Decrease Amount Line Item No.: 2
✓ Add Line No.: 4
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:	
Contracts Original Amount	$217,800
Change Order #: 1	$-54,000
Change Order #: 2	$+34,680
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$198,480

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	~~0000~~ 6500	0	5815	00	5001	2100	000000	380	1820	+34,680	08	
080	~~0000~~ 6500	0	5815	00	5001	~~2100~~ 3140	000000	380	1801	-54,000	5/23/21	

Reason for Adjustment:
We are decreasing the contract for the LVN since we are virtual learning this year.
We are increasing the contract for a Speech Therapist to work in the Care Pods.
We also are adding a Marriage Family Therapist (MFT) to budget:
080-6546-0-5815-005750-1190-000000-380-6546.

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

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

_____ Program Manager

_____ Purchasing Manager

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

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

MAXIM HEALTHCARE SERVICES

Educational Services

The right candidates, delivered quickly. We offer solutions for your school staffing needs, enlisting service providers across a wide variety of professions.

OUR WIDE RANGE OF STAFFING POSITIONS INCLUDES

- Administrative Staff
- Behavioral Specialists
- Bilingual Interpreters
- Case Managers
- Guidance Counselors
- Hearing Specialists
- Nursing Assistants
- Nurse Educators
- Nurses (RN, LPN, LVN, CSN)
- Occupational Therapists
- Paraprofessionals
- Physical Therapists
- Psychologists
- Research Nurses
- Social Workers
- Special Education Teachers
- Speech Language Pathologists
- Summer Camp Staff
- Teacher's Aides
- Vision Specialists

Keys to Success

EXTENSIVE RESOURCES FOR RECRUITING

- Local, national, and travel recruitment teams focused on school staffing
- Our national reach affords us the tools and resources to access nearly 65,000 healthcare professionals.

COMPETENCY AND COMPLIANCE PROGRAM

- Annual compliance training for all employees
- Initial, and annual, assessment of employee skills through standardized testing and self assessment of skills experience
- As warranted per contract, in-person competency assessment, training and supervision by Maxim RNs

INDUSTRY EXPERIENCE

- Proudly serving over 1,400 school clients
- A leadership team with over 90 years of combined experience in the educational services industry
- An experienced team that understands your unique challenge to provide pediatric healthcare in an educational setting

ADDITIONAL SCHOOL OFFERINGS

- Vaccination services
- On-site clinic management
- ABA program management
- Comprehensive nursing program services
- Workforce management solutions



"Maxim clearly values communication, collaboration, and respectful relationships in service of our mission: student success. It is a pleasure to work with them."

EDUCATIONAL SERVICES CLIENT

About Us

As a national provider of a comprehensive suite of services, we have been making a difference in the lives of our employees, caregivers and patients for more than 30 years. We offer services including home healthcare, behavioral care, healthcare staffing, personal caregiving, and population health and wellness. Our commitment to customer service, compassionate patient care, and staffing experienced healthcare professionals has made us an established resource in the healthcare industry.

maxim

maxim
healthcare services

Courtney Cadenhead
Business Development Manager
Office:| 408.914.4895
Cell:| 520.705.6660
Email:| cocadenh@maxhealth.com

Rate Sheet

Service	Rate (per hour)
Board Certified Behavior Analyst	$130
Volume Based Cost Savings for Behavior Technicians	0-9 BT's --$50 10-14 BT's--$48 15 + BT's -- $46
Volume Based Cost Savings Paraeducators	0-9 Para's --$48 10-14 Para's --$46 15 + Para's -- $44
School Psychologist	$130-140
Special Education Teacher	$75-$85
Credentialed RN	$80-$90
RN/LVN	$60
Physical Therapist	$95-$125
Occupational Therapist	$95-$125
Speech & Language Pathologist	$115 - $145
Marriage & Family Therapist	$85
PTA/SLPA/COTA	$80

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.01
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 2, 2021

Subject: **Update on Request for Proposals (RFP) for Program Management (PM) Services**

Staff Analysis: On July 24, 2020, the District issued a request for proposal (RFP) for Program Management Services. The District received six (6) proposals and all proposals met the requirements of the RFP.

Request to the Board Trustees
Staff is requesting the Board to provide direction on the vetting process. Possible options include, but not limited to the followings:

1. Board will interview interested firms during a board meeting and select a finalist.
2. Board directs staff to form a committee to interview the firms and bring back a recommendation for the Board to consider.

INFORMATION

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

INFORMATION
9.01
Agenda Placement

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
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: June 2, 2021

Subject: **$500 One Time Payment for CNS Kitchen Supervisors for Using Personal Vehicle to Deliver Food to Various Sites During In-Person Instruction (April 15, 2021 to June 8, 2021)**

Recommendation: Staff recommends approval for one-time payment for CNS Kitchen Supervisors for using personal vehicle to deliver food to various sites during In-Person Instruction (April 15, 2021 to June 8, 2021).

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

To the Board of Trustees:

Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

9.02
Agenda Placement

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 9.03
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 2, 2021

Subject: **$500 One Time Payment for CNS Kitchen Supervisors for Using Personal Vehicle to Deliver Food to Various Sites During Summer Program (June 15, 2021 to July 27, 2021)**

Recommendation: Staff recommends approval for one-time payment for CNS Kitchen Supervisors for using personal vehicle to deliver food to various sites during Summer Program (June 15, 2021 to July 27, 2021).

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

9.03
Agenda Placement

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

9.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 2, 2021

Subject: **Non Duty Day Payment for Site Administrators and One IT Supervisor up to 5 Days**

Recommendation: Staff recommends approval for non duty day payment for Site Administrators and One IT Supervisor up to 5 days.

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

9.04
Agenda Placement

Hilaria Bauer, Ph.D. Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

9.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 10, 2021

Subject: **ALPHA Public Schools California Environmental Quality Act (CEQA) Report**

Staff Analysis: Alpha Public Schools operate the Alpha: Blanca Alvarado and Alpha: Jose Hernandez charter schools in the District pursuant to petitions previously granted by the District and/or the County Board of Education. The District currently provides charter school facilities to the charter schools at the District's former Slonaker school site located at 1601 Cunningham Avenue, San Jose, CA 95122. Pursuant to the state charter school laws, the District must provide reasonably equivalent facilities for the charter schools' in-district students.

On December 17, 2020, the Board approved a five (5) year Facilities Use Agreement (FUA) with Alpha Public Schools to satisfy the District's facilities obligations. Pursuant to section 2, Charter Schools shall be entitled to place and install four (4) standard 960 s.f. relocatable classrooms as stated in the previous Jose Hernandez agreement, and up to an additional (2) two standard 960 s.f. relocatable classrooms, for a total of six (6) standard portables on the Site during the term of this FUA. Moreover, section 3.4.4 states that in the event the use or modification of the Premises by the Charter constitutes a "project" under the California Environmental Quality Act (CEQA), then the cost of CEQA compliance will be borne by Alpha but the District will act as "lead agency" for purposes of CEQA compliance. Pursuant to CEQA, the lead agency includes the public agency which has the principal responsibility for approving a project which in this case, per the Facilities Use Agreement, is the District.

Per the terms of the FUA, Alpha has paid the cost of an Initial Study of the project which evaluates the environmental impacts that might reasonably be anticipated to result from implementation of the project.

Recommendation: Administration recommends the review, consideration and approval of the Initial Study of the Alpha Charter School Expansion Project in order for Alpha to move forward with the installation of up to six (6) standard 960 s.f. relocatable classrooms, with the conditions of approval outlined in the Initial Study.

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

To the Board of Trustees: Meeting: June 10, 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: _____

Initial Study
Alpha Charter School Expansion Project

Prepared by

CITY OF SAN JOSE
CAPITAL OF SILICON VALLEY

In Consultation with

DAVID J. POWERS & ASSOCIATES, INC.

May 2021

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SECTION 1.0 INTRODUCTION AND PURPOSE

1.1 PURPOSE OF THE INITIAL STUDY

The Alum Rock Union School District (District), as the Lead Agency, has prepared this Initial Study for the Alpha Charter School Modular Project in compliance with the California Environmental Quality Act (CEQA), the CEQA Guidelines (California Code of Regulations §15000 et. seq.) and the regulations and policies of the City San José, California (as applicable). While the District is the Lead Agency, the project site is located within the City of San José. As such, the City has no authority over the project, but the policies of the City have been considered when applicable to the proposed project.

The project proposes the installation of six new classroom buildings and certification of four existing buildings on the existing Alpha Charter School site in the City of San José. This Initial Study evaluates the environmental impacts that might reasonably be anticipated to result from implementation of the proposed project.

1.2 PUBLIC REVIEW PERIOD

Publication of this Initial Study marks the beginning of a 20-day public review and comment period. During this period, the Initial Study will be available to local, state, and federal agencies and to interested organizations and individuals for review. Written comments concerning the environmental review contained in this Initial Study during the 20-day public review period should be sent to:

Alum Rock Union School District
Kolvira Chheng
Assistant Superintendent, Business Services
2930 Gay Avenue
San Jose, CA 95127
408-928-6847

1.3 CONSIDERATION OF THE INITIAL STUDY AND PROJECT

Following the conclusion of the public review period, the District will consider the adoption of the Initial Study/Mitigated Negative Declaration (MND) for the project at a regularly scheduled meeting. The District shall consider the Initial Study/MND together with any comments received during the public review process. Upon adoption of the MND, the District may proceed with project approval actions.

1.4 NOTICE OF DETERMINATION

If the project is approved, the District will file a Notice of Determination (NOD), which will be available for public inspection and posted within 24 hours of receipt at the County Clerk's Office for 30 days. The filing of the NOD starts a 30-day statute of limitations on court challenges to the approval under CEQA (CEQA Guidelines Section 15075(g)).

SECTION 2.0 PROJECT INFORMATION

2.1 PROJECT TITLE

Alpha Charter School Modular Project

2.2 LEAD AGENCY CONTACT

Alum Rock Union School District
Kolvira Chheng
Assistant Superintendent, Business Services
2930 Gay Avenue
San Jose, CA 95127
408-928-6847

2.3 PROJECT APPLICANT

Alum Rock Union School District

2.4 PROJECT LOCATION

1601 Cunningham Avenue
San José, California 95122

2.5 ASSESSOR'S PARCEL NUMBER

491-20-014

2.6 GENERAL PLAN DESIGNATION AND ZONING DISTRICT

Public/Quasi-Public General Plan Designation, Single-Family Residential Zoning (Up to Eight Dwelling Units per Acre)

2.7 HABITAT PLAN DESIGNATION

Urban Built-up Land

2.8 PROJECT-RELATED APPROVALS, AGREEMENTS, AND PERMITS

Executed Facilities Use Agreement between Alum Rock Union Elementary School District and Alpha Public Schools

Pursuing DSA permit for 4 modular classrooms

SECTION 3.0 PROJECT DESCRIPTION

Project Location

The proposed project is located on 0.25 acres of an approximately 7.7-acre site at 1601 Cunningham Avenue in the City of San José. The Alpha School site is currently developed with 24 classrooms spread across five buildings, one cafeteria building, a library/media center, and faculty offices. Additionally, the southwest side of the site features a large grass field, and the northeast half of the site features an asphalt blacktop and two play structures. The campus serves two co-located schools, the Alpha: Blanca Alvarado and Alpha: José Hernández schools, which currently serve 741 transitional kindergarten (TK) through eighth grade students. The site operates from 8:00 AM to 4:00 PM Monday, Tuesday, Thursday, and Friday; and 8:00 AM to 1:30 PM on Wednesday. The site also operates afterschool programs on weekdays and hosts some non-school activities on weekends.

The surrounding project area is comprised of single and multi-family houses adjacent to the site in all directions. Additionally, the project site is approximately 300 feet east of Highway 101 and is accessible from Wayward Drive and Cunningham Avenue.

Regional and vicinity maps of the site are shown on Figures 3.0-1 and 3.0-2. An aerial photograph of the project site and surrounding area is shown on Figure 3.0-3.

Proposed Project

The project proposes the installation of six new classroom buildings and the certification of four existing temporary buildings on the school site. The project would be constructed in two phases. Phase I would include the construction of four portable classroom buildings and certification of the four existing temporary classroom structures placed around the large asphalt quad near Wayword Drive. Phase II would include construction of two additional portable classroom buildings.

Each classroom building would be approximately 960 square feet, and this would provide capacity to expand the school population by approximately 180 students for a total of 921 students at full build out.[1] The proposed project would also add approximately eight staff members A site plan is included in Figure 3.0-4.

The modular structures would be brought to the site fully or partially constructed and construction equipment would then be used to position the buildings on-site and construct foundations for the structures. Shallow excavation would be needed to trench for utility connections. The school site would continue standard operations during construction and after completion of the second phase of construction.

As required by CEQA, the totality of the project must be addressed in the analysis of potential impacts. While the total project (Phases I and II) is assessed in this Initial Study, the final determination by the Lead Agency could result in no project approval, approval of only Phase I, or approval of the total project.

[1] Personal Correspondence with Alpha Charter Schools. May 24, 2021.



REGIONAL MAP | FIGURE 3.0-1



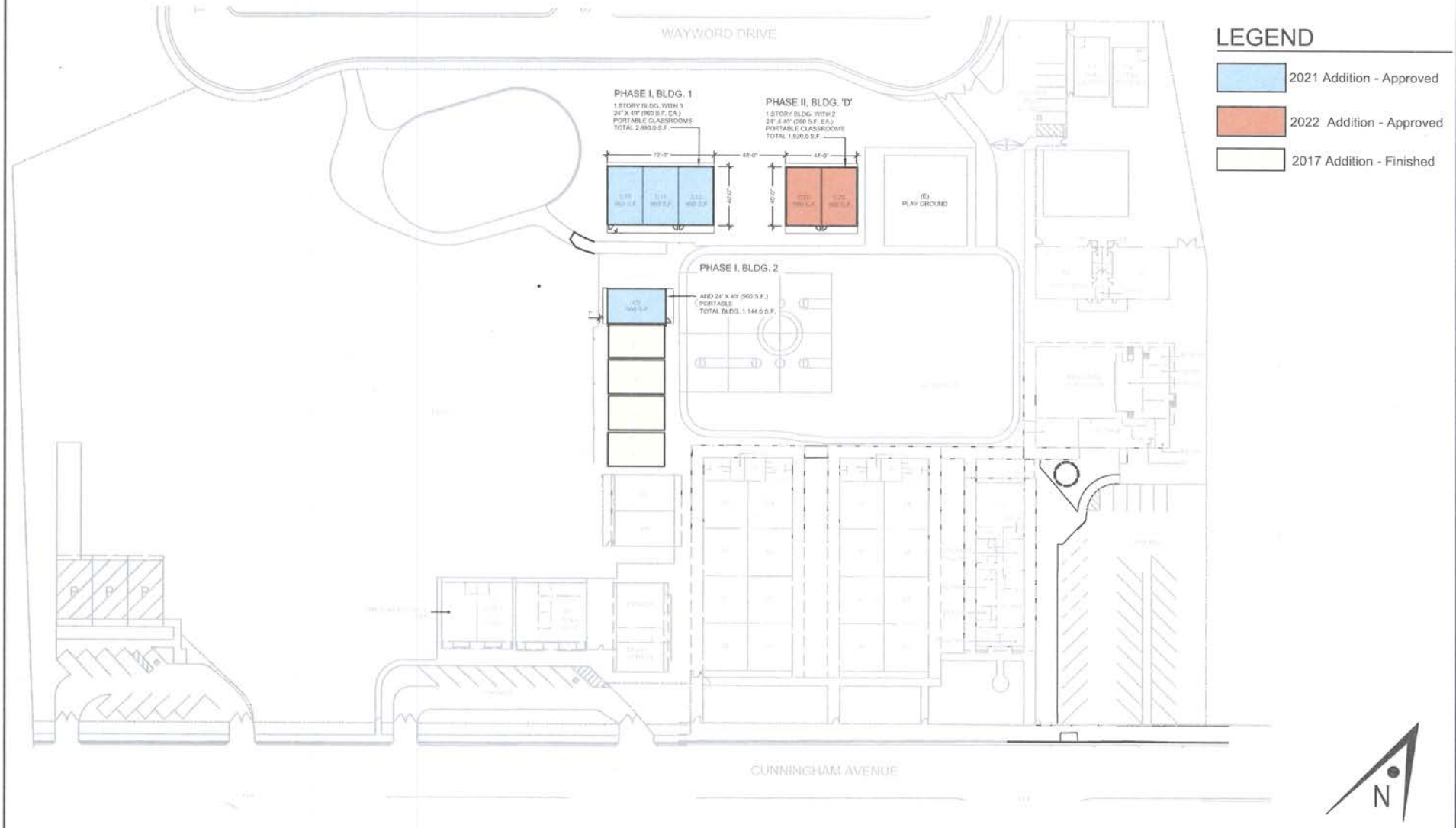
VICINITY MAP

FIGURE 3.0-2



AERIAL PHOTOGRAPH AND SURROUNDING LAND USES

FIGURE 3.0-3



Source: Artik Art & Architecture, May 24, 2021.

SITE PLAN

FIGURE 3.0-4

SECTION 4.0 ENVIRONMENTAL SETTING, CHECKLIST, AND IMPACT DISCUSSION

This section presents the discussion of impacts related to the following environmental subjects in their respective subsections:

4.1	Aesthetics	4.12	Mineral Resources
4.2	Agriculture and Forestry Resources	4.13	Noise
4.3	Air Quality	4.14	Population and Housing
4.4	Biological Resources	4.15	Public Services
4.5	Cultural Resources	4.16	Recreation
4.6	Energy	4.17	Transportation
4.7	Geology and Soils	4.18	Tribal Cultural Resources
4.8	Greenhouse Gas Emissions	4.19	Utilities and Service Systems
4.9	Hazards and Hazardous Materials	4.20	Wildfire
4.10	Hydrology and Water Quality	4.21	Mandatory Findings of Significance
4.11	Land Use and Planning		

The discussion for each environmental subject includes the following subsections:

- **Environmental Setting** – This subsection 1) provides a brief overview of relevant plans, policies, and regulations that compose the regulatory framework for the project and 2) describes the existing, physical environmental conditions at the project site and in the surrounding area, as relevant.
- **Impact Discussion** – This subsection 1) includes the recommended checklist questions from Appendix G of the CEQA Guidelines to assess impacts and 2) discusses the project's impact on the environmental subject as related to the checklist questions. For significant impacts, feasible mitigation measures are identified. "Mitigation measures" are measures that will minimize, avoid, or eliminate a significant impact (CEQA Guidelines Section 15370). Each impact is numbered to correspond to the checklist question being answered. For example, Impact BIO-1 answers the first checklist question in the Biological Resources section. Mitigation measures are also numbered to correspond to the impact they address. For example, MM BIO-1.3 refers to the third mitigation measure for the first impact in the Biological Resources section.

4.1 AESTHETICS

4.1.1 Environmental Setting

4.1.1.1 *Regulatory Framework*

State

Streets and Highway Code Sections 260 through 263

The California Scenic Highway Program (Streets and Highway Code, Sections 260 through 263) is managed by the California Department of Transportation (Caltrans). The program is intended to protect and enhance the natural scenic beauty of California highways and adjacent corridors through special conservation treatment. There are no state-designated scenic highways in San José. Interstate 280 from the San Mateo County line to State Route (SR) 17, which includes segments in San José, is an eligible, but not officially designated, State Scenic Highway.[2]

In Santa Clara County, the one state-designated scenic highway is SR 9 from the Santa Cruz County line to the Los Gatos City Limit. Eligible State Scenic Highways (not officially designated) include: SR 17 from the Santa Cruz County line to SR 9, SR 35 from Santa Cruz County line to SR 9, Interstate 280 from the San Mateo County line to SR 17, and the entire length of SR 152 within the County.

4.1.1.2 *Existing Conditions*

The project site is currently occupied by a mixture of single-story school buildings and modular classrooms placed around an asphalt playground and grass field. Additionally, the site contains two play structures. The buildings on site are flat roofed with white stucco walls. The project site does not contain scenic vistas, as defined by the City of San José General Plan, and is not located within a scenic highway.

Surrounding buildings consist of residential structures including townhome style buildings on the west side on the site and single-family houses on the remaining boundaries. These structures have a variety of architectural styles and are primarily one or two stories tall.

4.1.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
1) Have a substantial adverse effect on a scenic vista?	☐	☐	☐	☒

[2] California Department of Transportation. "Scenic Highways." November 13, 2020. https://dot.ca.gov/programs/design/lap-landscape-architecture-and-community-livability/lap-liv-i-scenic-highways.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Except as provided in Public Resources Code Section 21099, would the project:				
2) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	☐	☐	☐	☒
3) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? [3] If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	☐	☐	☒	☐
4) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	☐	☐	☒	☐

Impact AES-1: The project would not have a substantial adverse effect on a scenic vista. **(No Impact)**

The project proposes to install modular classrooms on the existing school site adjacent to the existing structures. The project site is not located in a designated scenic corridor as defined in the City of San José General Plan. Additionally, the proposed project would not result in buildings which would be taller than the existing buildings on-site and, therefore, would not obstruct views of the surrounding area. Therefore, the proposed project would have no impact on scenic vistas.

Impact AES-2: The project would not substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway. **(No Impact)**

The proposed project would not be located within a state scenic highway and would, therefore, not impact scenic resources in these areas.

Impact AES-3: The project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings. **(Less than Significant Impact)**

The proposed project would not change the general aesthetics of the project site because the addition of similar school buildings would be compatible with the existing visual character of the site. While the density of buildings on-site would increase, the site would continue its use as a school with substantial open space and the aesthetics of the site would not change. Therefore, the proposed

[3] Public views are those that are experienced from publicly accessible vantage points.

project would not substantially degrade the existing visual character or quality of public views of the site and its surroundings.

Impact AES-4:	The project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area. **(Less than Significant Impact)**

The proposed project does not include additional exterior lighting or other new sources of light other than interior lights as seen through the windows of the proposed classrooms. The modular classrooms would not create a substantial amount of light, because the primary time these classrooms would be used would be during the day and no nighttime light pollution would be created. Additionally, they would not have a large number of windows which could create excessive glare. Therefore, the proposed project would not create a new source of substantial light or glare which would adversely affect day or nighttime views in the area.

4.2 AGRICULTURE AND FORESTRY RESOURCES

4.2.1 Environmental Setting

4.2.1.1 *Regulatory Framework*

State

Farmland Mapping and Monitoring Program

The California Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) assesses the location, quality, and quantity of agricultural land and conversion of these lands over time. Agricultural land is rated according to soil quality and irrigation status. The best quality land is called Prime Farmland. In CEQA analyses, the FMMP classifications and published county maps are used, in part, to identify whether agricultural resources that could be affected are present on-site or in the project area.[4]

California Land Conservation Act

The California Land Conservation Act (Williamson Act) enables local governments to enter into contracts with private landowners to restrict parcels of land to agricultural or related open space uses. In return, landowners receive lower property tax assessments. In CEQA analyses, identification of properties that are under a Williamson Act contract is used to also identify sites that may contain agricultural resources or are zoned for agricultural uses.[5]

Fire and Resource Assessment Program

The California Department of Forestry and Fire Protection (CAL FIRE) identifies forest land, timberland, and lands zoned for timberland production that can (or do) support forestry resources.[6] Programs such as CAL FIRE's Fire and Resource Assessment Program and are used to identify whether forest land, timberland, or timberland production areas that could be affected are located on or adjacent to a project site.[7]

4.2.1.2 *Existing Conditions*

The project site is located in a fully developed, urban area of San José and does not contain active agricultural land or forest resources or lands zoned for agricultural or forest uses. The project site also does not contain resources that are identified on the FMMP or identified under Williamson Act contracts.

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[4] California Department of Conservation. "Farmland Mapping and Monitoring Program." Accessed November 13, 2020. http://www.conservation.ca.gov/dlrp/fmmp/Pages/Index.aspx.

[5] California Department of Conservation. "Williamson Act." http://www.conservation.ca.gov/dlrp/lca.

[6] Forest Land is land that can support 10 percent native tree cover and allows for management of forest resources (California Public Resources Code Section 12220(g)); Timberland is land not owned by the federal government or designated as experimental forest land that is available for, and capable of, growing trees to produce lumber and other products, including Christmas trees (California Public Resources Code Section 4526); and Timberland Production is land used for growing and harvesting timber and compatible uses (Government Code Section 51104(g)).

[7] California Department of Forestry and Fire Protection. "Fire and Resource Assessment Program." Accessed November 13, 2020. http://frap.fire.ca.gov/.

4.2.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	☐	☐	☐	☒
2) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	☐	☐	☐	☒
3) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code Section 12220(g)), timberland (as defined by Public Resources Code Section 4526), or timberland zoned Timberland Production (as defined by Government Code Section 51104(g))?	☐	☐	☐	☒
4) Result in a loss of forest land or conversion of forest land to non-forest use?	☐	☐	☐	☒
5) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland to non-agricultural use or conversion of forest land to non-forest use?	☐	☐	☐	☒

Impact AG-1: The project would not convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use. **(No Impact)**

There are no agricultural resources locate on-site including, Prime Farmland; Unique Farmland; or Farmland of Statewide Importance, as shown on the maps prepared pursuant to the FMMP of the California Resources Agency. The project would have no impact on agricultural resources.

Impact AG-2:	The project would not conflict with existing zoning for agricultural use, or a Williamson Act contract. **(No Impact)**

The project site is zoned Single-Family Residential [8] and is identified as Urban and Built-Up Land on the California Department of Conservation database of agriculturally related data.[9] The project site is not zoned for agricultural use and is not under a Williamson Act contract. Therefore, the project would not impact these resources by conflicting with existing agricultural zoning or Williamson Act designation.

Impact AG-3:	The project would not conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production. **(No Impact)**

The project site is zoned for Single-Family Residential Zoning and is identified as Urban and Built-Up Land on California Department of Conservation database of agriculturally related data. The project site is not zoned for forestland, timberland, or timberland zoned Timberland Production. The project would not impact these resources by conflicting with existing zoning of forest land, timberland, or timberland zoned Timberland Production.

Impact AG-4:	The project would not result in a loss of forest land or conversion of forest land to non-forest use. **(No Impact)**

The project site is fully developed and does not contain land uses that could serve as forest land. Therefore, the project would not result in the conversion of forest land to non-forest use.

Impact AG-5:	The project would not involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use. **(No Impact)**

The project site is fully developed and does not contain land uses that could serve as agricultural or forest land. Therefore, the project would not result in the conversion of agricultural or forest land to non-agricultural or non-forest use.

[8] City of San Jose. Zoning Map GIS Portal. https://arcg.is/10Kyzr. Accessed June 22, 2020.
[9] California Department of Conservation. DOC: Maps. https://maps.conservation.ca.gov/agriculture/. Accessed June 22, 2020

4.3 AIR QUALITY

The information in this section is based on a Community Risk Assessment prepared by Illingworth and Rodkin Inc. on December 15, 2020, included in Appendix A.[10]

4.3.1 Environmental Setting

4.3.1.1 *Background Information*

Criteria Pollutants

Air quality in the Bay Area is assessed related to six common air pollutants (referred to as criteria pollutants), including ground-level ozone (O_3), nitrogen oxides (NO_x), particulate matter (PM), carbon monoxide (CO), sulfur oxides (SO_x), and lead.[11] Criteria pollutants are regulated because they result in health effects. An overview of the sources of criteria pollutants and their associated health are summarized in Table 4.3-1. The most commonly regulated criteria pollutants in the Bay Area are discussed further below.

Table 4.3-1: Health Effects of Air Pollutants

Pollutants	Sources	Primary Effects
Ozone (O_3)	Atmospheric reaction of organic gases with nitrogen oxides in sunlight	• Aggravation of respiratory and cardiovascular diseases • Irritation of eyes • Cardiopulmonary function impairment
Nitrogen Dioxide (NO_2)	Motor vehicle exhaust, high temperature stationary combustion, atmospheric reactions	• Aggravation of respiratory illness • Reduced visibility
Fine Particulate Matter ($PM_{2.5}$) and Coarse Particulate Matter (PM_{10})	Stationary combustion of solid fuels, construction activities, industrial processes, atmospheric chemical reactions	• Reduced lung function, especially in children • Aggravation of respiratory and cardiorespiratory diseases • Increased cough and chest discomfort • Reduced visibility
Toxic Air Contaminants (TACs)	Cars and trucks, especially diesel-fueled; industrial sources, such as chrome platers; dry cleaners and service stations; building materials and products	• Cancer • Chronic eye, lung, or skin irritation • Neurological and reproductive disorders

[10] The Community Risk Assessment was prepared based on a larger project consisting of the construction of 15 new classrooms, certification of four existing structures, an expanded playground, construction of a multi-purpose building, and reconfiguration of a parking lot. The proposed project is the construction of six new classrooms and certification of four existing structures. The proposed project is smaller in scope than the project assessed in the Community Risk Assessment; therefore, the conclusions of the Community Risk Assessment are valid.

[11] The area has attained both state and federal ambient air quality standards for CO. The project does not include substantial new emissions of sulfur dioxide or lead. These criteria pollutants are not discussed further.

High O_3 levels are caused by the cumulative emissions of reactive organic gases (ROG) and NO_x. These precursor pollutants react under certain meteorological conditions to form high O_3 levels. Controlling the emissions of these precursor pollutants is the focus of the Bay Area's attempts to reduce O_3 levels. The highest O_3 levels in the Bay Area occur in the eastern and southern inland valleys that are downwind of air pollutant sources.

PM is a problematic air pollutant of the Bay Area. PM is assessed and measured in terms of respirable particulate matter or particles that have a diameter of 10 micrometers or less (PM_{10}) and fine particulate matter where particles have a diameter of 2.5 micrometers or less ($PM_{2.5}$). Elevated concentrations of PM_{10} and $PM_{2.5}$ are the result of both region-wide emissions and localized emissions.

Toxic Air Contaminants

TACs are a broad class of compounds known to have health effects. They include but are not limited to criteria pollutants. TACs are found in ambient air, especially in urban areas, and are caused by industry, agriculture, diesel fuel combustion, and commercial operations (e.g., dry cleaners). TACs are typically found in low concentrations, even near their source (e.g., diesel particulate matter [DPM] near a freeway).

Diesel exhaust is the predominant TAC in urban air and is estimated to represent about three-quarters of the cancer risk from TACs. Diesel exhaust is a complex mixture of gases, vapors, and fine particles. Medium- and heavy-duty diesel trucks represent the bulk of DPM emissions from California highways. The majority of DPM is small enough to be inhaled into the lungs. Most inhaled particles are subsequently exhaled, but some deposit on the lung surface or are deposited in the deepest regions of the lungs (most susceptible to injury).[12] Chemicals in diesel exhaust, such as benzene and formaldehyde, have been previously identified as TACs by the California Air Resources Board (CARB).

Sensitive Receptors

Some groups of people are more affected by air pollution than others. CARB has identified the following persons who are most likely to be affected by air pollution: children under 16, the elderly over 65, athletes, and people with cardiovascular and chronic respiratory diseases. These groups are classified as sensitive receptors. Locations that may contain a high concentration of these sensitive population groups include residential areas, hospitals, daycare facilities, elder care facilities, and elementary schools.

4.3.1.2 *Regulatory Framework*

Federal and State

Clean Air Act

At the federal level, the United States Environmental Protection Agency (EPA) is responsible for overseeing implementation of the Clean Air Act and its subsequent amendments. The federal Clean

[12] California Air Resources Board. "Overview: Diesel Exhaust and Health." Accessed November 13, 2020. https://www.arb.ca.gov/research/diesel/diesel-health.htm.

Air Act requires the EPA to set national ambient air quality standards for the six common criteria pollutants (discussed previously), including PM, O_3, CO, SO_x, NO_x, and lead.

CARB is the state agency that regulates mobile sources throughout the state and oversees implementation of the state air quality laws and regulations, including the California Clean Air Act. The EPA and the CARB have adopted ambient air quality standards establishing permissible levels of these pollutants to protect public health and the climate. Violations of ambient air quality standards are based on air pollutant monitoring data and are determined for each air pollutant. Attainment status for a pollutant means that a given air district meets the standard set by the EPA and/or CARB.

Risk Reduction Plan

To address the issue of diesel emissions in the state, CARB developed the Risk Reduction Plan to Reduce Particulate Matter Emissions from Diesel-Fueled Engines and Vehicles. In addition to requiring more stringent emission standards for new on-road and off-road mobile sources and stationary diesel-fueled engines to reduce particulate matter emissions by 90 percent, the plan involves application of emission control strategies to existing diesel vehicles and equipment to reduce DPM (in additional to other pollutants). Implementation of this plan, in conjunction with stringent federal and CARB-adopted emission limits for diesel fueled vehicles and equipment (including off-road equipment), will significantly reduce emissions of DPM and NO_X.

Regional

2017 Clean Air Plan

The Bay Area Air Quality Management District (BAAQMD) is the agency primarily responsible for assuring that the federal and state ambient air quality standards are maintained in the San Francisco Bay Area. Regional air quality management districts, such as BAAQMD, must prepare air quality plans specifying how state and federal air quality standards will be met. BAAQMD's most recently adopted plan is the Bay Area 2017 Clean Air Plan (2017 CAP). The 2017 CAP focuses on two related BAAQMD goals: protecting public health and protecting the climate. To protect public health, the 2017 CAP describes how BAAQMD will continue its progress toward attaining state and federal air quality standards and eliminating health risk disparities from exposure to air pollution among Bay Area communities. To protect the climate, the 2017 CAP includes control measures designed to reduce emissions of methane and other super-greenhouse gases (GHGs) that are potent climate pollutants in the near-term, and to decrease emissions of carbon dioxide by reducing fossil fuel combustion.[13]

CEQA Air Quality Guidelines

The BAAQMD CEQA Air Quality Guidelines are intended to serve as a guide for those who prepare or evaluate air quality impact analyses for projects and plans in the San Francisco Bay Area. Jurisdictions in the San Francisco Bay Area Air Basin utilize the thresholds and methodology for assessing air quality impacts developed by BAAQMD within their CEQA Air Quality Guidelines.

[13] BAAQMD. *Final 2017 Clean Air Plan.* April 19, 2017. http://www.baaqmd.gov/plans-and-climate/air-quality-plans/current-plans.

The guidelines include information on legal requirements, BAAQMD rules, methods of analyzing impacts, and recommended mitigation measures.

Community Air Risk Evaluation Program

Under the Community Air Risk Evaluation (CARE) program, BAAQMD has identified areas with high TAC emissions, and sensitive populations that could be affected by them, and uses this information to establish policies and programs to reduce TAC emissions and exposures. Impacted communities identified to date are located in Concord, Richmond/San Pablo, San José, eastern San Francisco, western Alameda County, Vallejo, San Rafael, and Pittsburg/Antioch. The main objectives of the program are to:

- Evaluate health risks associated with exposure to TACs from stationary and mobile sources;
- Assess potential exposures to sensitive receptors and identify impacted communities;
- Prioritize TAC reduction measures for significant sources in impacted communities; and
- Develop and implement mitigation measures to improve air quality in impacted communities.

4.3.1.3 *Existing Conditions*

The Bay Area is considered a non-attainment area for ground-level O_3 and $PM_{2.5}$ under both the federal Clean Air Act and state Clean Air Act. The area is also considered nonattainment for PM_{10} under the state act, but not the federal act. The area has attained both state and federal ambient air quality standards for CO. As part of an effort to attain and maintain ambient air quality standards for O_3 and PM_{10}, BAAQMD has established thresholds of significance for these air pollutants and their precursors. These thresholds are for O_3 precursor pollutants (ROG and NO_X), PM_{10}, and $PM_{2.5}$, and apply to both construction period and operational period impacts.

4.3.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Conflict with or obstruct implementation of the applicable air quality plan?	☐	☐	☒	☐
2) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	☐	☐	☒	☐
3) Expose sensitive receptors to substantial pollutant concentrations?	☐	☐	☒	☐
4) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?	☐	☐	☒	☐

Note: Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the determinations.

4.3.2.1 *Thresholds of Significance*

Impacts from the Project

In June 2010, BAAQMD adopted thresholds of significance to assist in the review of projects under CEQA and these significance thresholds were contained in the District's 2011 CEQA Air Quality Guidelines. These thresholds were designed to establish the level at which BAAQMD believed air pollution emissions would cause significant environmental impacts under CEQA. The thresholds were challenged through a series of court challenges and were mostly upheld. BAAQMD updated the CEQA Air Quality Guidelines in 2017 to include the latest significance thresholds, which were used in this analysis and are summarized in Table 4.3-1.

Table 4.3-1 Community Risk Significance Thresholds

Health Risks and Hazards	Single Sources Within ¼-Mile Zone of Influence	Combined Sources (Cumulative from all sources within ¼-Mile zone of influence)
Excess Cancer Risk	>10.0 per one million	>100 per one million
Hazard Index	>1.0	>10.0
Incremental annual $PM_{2.5}$	>0.3 $\mu g/m_3$	>0.8 $\mu g/m_3$

Note: PM_{10} = course particulate matter or particulates with an aerodynamic diameter of 10 micrometers (μm) or less, $PM_{2.5}$ = fine particulate matter or particulates with an aerodynamic diameter of 2.5μm or less. GHG = greenhouse gases.

In January 2020, BAAQMD published school siting guidelines for evaluating environmental impacts at new schools and proposed projects near schools.[14] While the guidelines below are specific to new schools, BAAQMD recommends the guidelines be followed for expansion of existing school sites. Therefore, the following guidelines are applicable to the proposed project:

> New Schools: School siting warrants particular care. Listed below are requirements under the California Public Resources Code (PRC), Division 13, Environmental Quality (§21000 – §21189.57). Projects "involving the purchase of a school site or the construction of a new elementary or secondary school" must have an environmental impact report (EIR) or a negative declaration meeting all requirements per PRC §21151.8 and CEQA Guidelines §15186 (a),(c). In addition, the California Department of Education provides specific standards for school site selection per the California Code of Regulations (CCR), Title 5, §14001 - §14012, which also complies with California Health and Safety Code (HSC), §21372, §22350, §22352, §22358.4, and §22358.5. Beyond CEQA requirements, several guidance documents provide general planning guidance on appropriate school siting decisions.

BAAQMD recommends using a one-quarter mile influence area radius for evaluating the community risk of sources of TACs and localized air pollutants in the vicinity of the project.

[14] Bay Area Air Quality Management District. School Guidelines. January 2020. https://www.baaqmd.gov/~/media/files/planning-andresearch/ceqa/tools/baaqmd-school-siting-guidelines-pdf.pdf?la=en.

Impact AIR-1:	The project would not conflict with or obstruct implementation of the applicable air quality plan. **(Less than Significant Impact)**

The proposed expansion of the existing school would not conflict with the 2017 CAP because the total project, combined with the existing school facilities, would be smaller than the BAAQMD CEQA Air Quality Guidelines Operational Criteria Pollutant Screening Size of 2,747 students and 271,000 square feet of area[15], is consistent with the City of San José General Plan, and would be located near bike paths and transit with regional connections. Because the project would not exceed the BAAQMD screening criteria, it would not result in the generation of operational-related criteria air pollutants and/or precursors that exceed the BAAQMD thresholds. Therefore, the project would not be required to incorporate project-specific control measures listed in the 2017 CAP. Implementation of the proposed project would not result in a significant impact related to consistency with the Bay Area 2017 CAP.

Construction Period Emissions – Criteria Pollutants

The California Emissions Estimator Model (CalEEMod) Version 2016.3.2 was used to estimate emissions from on-site construction activity, construction vehicle trips, and evaporative emissions. The project land use types and size, and anticipated construction schedule were input to CalEEMod. The CARB EMission FACtors 2017 (EMFAC2017) model was used to predict emissions from construction traffic, which includes worker travel, vendor trucks, and haul trucks. The technical analysis was conducted for a construction period taking place over the course of 158 days (16 days for Phase 1 and 142 days for Phase 2) The proposed project would take place over 90 days (45 days for Phase 1 and 45 days for Phase 2). Table 4.3-2 shows the estimated annual average daily construction emissions associated with a construction period greater than the proposed project, therefore its construction emissions would be lower than those shown below.

Table 4.3-2 Construction Period Emissions

Year	ROG	NOx	PM10 Exhaust	PM2.5 Exhaust
Construction Emissions (Tons)				
2021	0.002	0.018	0.001	0.001
2022	0.010	0.112	0.006	0.005
Average Daily Construction Emissions Per Year (pounds/day)				
2021 (16 construction workdays)	0.22	2.25	0.13	0.11
2022 (142 construction workdays)	0.14	1.57	0.08	0.06
BAAQMD Thresholds (pounds per day)	54	54	82	54
Threshold Exceeded?	No	No	No	No

Source: *Illingworth and Rodkin, Alpha Charter School Community Health Risk Assessment 2020*

[15] Bay Area Air Quality Management District. California Environmental Quality Act Air Quality Guidelines. May 2017.

As shown above, construction period criteria pollutant emissions associated with the project would not exceed the BAAQMD significance thresholds and as stated above, the proposed project would result in emissions lower than the calculated levels. Therefore, the project would not result in a significant impact from construction criteria pollutant emissions and would not conflict with or obstruct implementation of the Bay Area 2017 CAP.

Operational Emissions - Criteria Pollutants

Operational emissions from the project would be generated primarily from vehicles visiting the school site. Full operations of the proposed project would occur after 2022. The technical analysis was conducted based on a larger project than what is currently proposed. Because the total number of classrooms and students would be less under the proposed project, emissions from operation of the project would also be less. Table 4.3-3 summarizes the estimated daily operational criteria pollutant emissions from the operations greater than the proposed project at full build out. The assumptions and results of emissions calculations are described further in Appendix A of this Initial Study.

Table 4.3-3 Operational Period Criteria Pollutant Emissions

Scenario	ROG	NOx	PM10 Exhaust	PM2.5 Exhaust
Operational Emissions (Tons/year)				
Annual Project Operational Emissions	0.1166	0.1608	0.1548	0.0431
BAAQMD Thresholds (tons/year)	10	10	15	15
Average Daily Operational Emissions Per Year (pounds/day)				
Daily Project Operational Emissions	1.371	1.891	1.821	0.5070
BAAQMD Thresholds (pounds/day)[1]	54	54	82	54
Threshold Exceeded?	No	No	No	No

Notes: [1]Assumes 170-days of school operation.
Source: *Illingworth and Rodkin, Alpha Charter School Community Health Risk Assessment 2020*

Operational criteria pollutant emissions associated with the proposed project would not result in emissions above established thresholds. As a result, the project would not conflict with or obstruct implementation of the 2017 CAP.

Impact AIR-2: The project would not result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard. **(Less than Significant Impact)**

As stated in the BAAQMD CEQA Air Quality Guidelines, air pollution by its nature is largely a cumulative impact. No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. If a project exceeds the identified significance thresholds, its emissions would be cumulatively considerable, resulting in significant adverse air quality impacts to the region's existing air quality conditions.

The proposed project would not, by itself, result in any air pollutant emissions exceeding BAAQMD's significance thresholds as discussed above. Individually, the project would not result in a cumulatively considerable net increase of any criteria pollutant for which the region is in nonattainment. Therefore, the proposed project would have a less than significant impact.

Impact AIR-3:	The project would not expose sensitive receptors to substantial pollutant concentrations. **(Less than Significant Impact)**

Construction – Community Risk Impacts

Construction equipment and associated heavy-duty truck traffic generates diesel exhaust, which is a known TAC. The nearest sensitive receptors to the project site are in the single- and multi-family residences directly adjacent to and surrounding the project site. In addition, there are children at two preschools (San Juan Bautista Child Development Center, two – five years old and Max y Lulu's, infant - five years old) in the vicinity of the project site. This project would also introduce new sensitive receptors (i.e. students) to the area.

A health risk assessment of project construction activities was completed to evaluate potential health effects to nearby sensitive receptors (e.g., residences and students attending the preschools) from DPM and $PM_{2.5}$ construction emissions.[16] To quantify the effects of DPM on the nearby sensitive receptors, construction period exhaust emissions were computed using the CalEEMod model. The U.S. EPA AERMOD dispersion model was used to predict construction-related concentrations of DPM and $PM_{2.5}$ concentrations at existing sensitive receptors in the vicinity of the project site. The U.S. EPA AERMOD dispersion model, assumptions, and results are described further in Appendix A of this Initial Study.

BAAQMD does not have significance criteria for construction TAC impacts. As a result, the BAAQMD criteria for operational TAC impacts are used. Based on the BAAQMD Guidelines (2017), a project would result in a significant construction TAC or $PM_{2.5}$ impact if:

- An excess cancer risk level of more than 10 in one million, or a non-cancer (chronic or acute) Hazard Index greater than 1.0.
- An incremental increase of more than 0.3 micrograms per cubic meter (µg/m3) annual average $PM_{2.5}$.

During construction, the proposed project would not exceed BAAQMD thresholds for particulate matter or TACs generated by construction activities at the nearest single-family home to the south or the nearby preschool as seen in Table 4.3-4. As noted above, the emissions estimated in the table below are for a period of construction greater than the construction period for the proposed project. As a result, emissions from construction of the proposed project would be less. Additionally, the proposed project would not exceed the cumulative threshold for all sources of air quality hazards.

[16] DPM is identified by California as a toxic air contaminant due to the potential to cause cancer.

Table 4.3-4: Construction Risk Impacts			
Source	**Cancer Risk (per million)**	**Annual PM2.5**	**Hazard Index**
Unmitigated Project Construction – Single Family House	1.8 (infant)	0.01	<0.01
BAAQMD Single-Source Threshold	>10.0	>0.3	>1.0
Exceed Threshold?	No	No	No
Unmitigated Project Construction - Preschool	0.1	<0.01	<0.01
BAAQMD Single-Source Threshold	>10.0	>0.3	>1.0
Exceed Threshold?	No	No	No
Cumulative Sources			
U.S, 101	33.8 (infant)	0.53	0.01
Combined Sources Unmitigated	35.6 (infant)	0.54	<0.02
BAAQMD Cumulative Source Threshold	>100	>0.8	>10.0
Exceed Threshold?	No	No	No
Source: *Illingworth and Rodkin, Alpha Charter School Community Health Risk Assessment 2020*			

Construction Dust Emissions

Although the project would not exceed the health risk thresholds, short-term fugitive dust may result in unhealthy conditions for sensitive receptors on-site. The proposed project would implement the following standard measures to control dust and exhaust during construction as a condition of project approval.

Conditions of Approval

During any construction period ground disturbance, the project contractor shall implement measures to control dust and exhaust. Implementation of the measures recommended by BAAQMD and listed below would reduce the dust impacts associated with grading and new construction to a less than significant level. Additional measures are identified to reduce construction equipment exhaust emissions. The contractor shall implement the following best management practices:

- All exposed surfaces (e.g., parking areas, staging areas, soil piles, graded areas, and unpaved access roads) shall be watered two times per day.
- All haul trucks transporting soil, sand, or other loose material off-site shall be covered.
- All visible mud or dirt track-out onto adjacent public roads shall be removed using wet power vacuum street sweepers at least once per day. The use of dry power sweeping is prohibited.
- All vehicle speeds on unpaved roads shall be limited to 15 miles per hour (mph).
- All roadways, driveways, and sidewalks to be paved shall be completed as soon as possible. Building pads shall be laid as soon as possible after grading unless seeding or soil binders are used.
- Idling times shall be minimized either by shutting equipment off when not in use or reducing the maximum idling time to 5 minutes (as required by the California airborne toxics control

measure Title 13, Section 2485 of California Code of Regulations [CCR]). Clear signage shall be provided for construction workers at all access points.

- All construction equipment shall be maintained and properly tuned in accordance with manufacturer's specifications. All equipment shall be checked by a certified mechanic and determined to be running in proper condition prior to operation.
- Post a publicly visible sign with the telephone number and person to contact at the Lead Agency regarding dust complaints. This person shall respond and take corrective action within 48 hours. The Air District's phone number shall also be visible to ensure compliance with applicable regulations.

With implementation of the above conditions, construction dust and other particulate matter would have a less than significant construction air quality impact.

Operational Impacts - Community Risk Impacts

The proposed project would result in new traffic trips to/from the site which may result in increased sources of TACs and particulate matter. Based on a community health assessment completed for the project, the only source of TACs and particulates would be the highway adjacent to the project site, which exceeds the normal traffic surrounding the site and is the largest contributor of community risk impacts in the project area. The cumulative impacts on the sensitive receptors would not exceed BAAQMD thresholds as seen in Table 4.3-5.

Table 4.3-5: Operational Risk Impacts

Source	Cancer Risk (per million)	Annual PM2.5	Hazard Index
US 101	9.1 (child)	0.16	0.01
BAAQMD Single-Source Threshold	>10.0	>0.3	>1.0
Exceed Threshold?	No	No	No
Cumulative Total	9.1 (child)	0.16	0.01
BAAQMD Single-Source Threshold	>100	>0.8	>01.0
Exceed Threshold?	No	No	No

Source: *Illingworth and Rodkin, Alpha Charter School Community Health Risk Assessment 2020*

Therefore, the proposed project would not expose sensitive receptors to excessive particulate matter or TAC emissions on the project site and, therefore, the proposed project would have a less than significant impact during operations.

Criteria Pollutant Emissions Health Effects

In a 2018 decision (Sierra Club v. County of Fresno), the State Supreme Court determined that CEQA requires that when a project's criteria air pollutant emissions would exceed applicable thresholds and contribute a cumulatively considerable contribution to a significant cumulative

regional criteria pollutant impact, the potential for the project's emissions to affect human health in the air basin must be disclosed. State and federal ambient air quality standards are health-based standards and exceedances of those standards result in continued unhealthy levels of air pollutants.

As stated in the 2017 BAAQMD CEQA Air Quality Guidelines, air pollution by its nature is largely a cumulative impact. No single project is sufficient in size, by itself, to result in nonattainment of ambient air quality standards. Instead, a project's individual emissions contribute to existing cumulatively significant adverse air quality impacts. In developing thresholds of significance for air pollutants, BAAQMD considered the emission levels for which a project's individual emissions would be cumulatively considerable. If a project has a less than significant impact for criteria pollutants, it is assumed to have no adverse health effect.

As discussed previously, the proposed project would result in a less than significant operational and construction criteria pollutant impact. Therefore, the project would not expose sensitive receptors to substantial pollutant concentrations or result in adverse health effects.

Impact AIR-4:	The project would not result in other emissions (such as those leading to odors) adversely affecting a substantial number of people. **(Less than Significant Impact)**

The proposed project would generate localized emissions of diesel exhaust during construction equipment operation and truck activity. These emissions may be noticeable from time to time by adjacent receptors; however, the odors would be localized and temporary and would not adversely affect people off-site. Implementation of the proposed project would not result in odors that would adversely affect a substantial number of people; therefore, it would have a less than significant impact.

4.3.3 Non-CEQA Effects

Per *California Building Industry Association v. Bay Area Air Quality Management District,* 62 Cal. 4th 369 *(BIA v. BAAQMD)*, effects of the environment on the project are not considered CEQA impacts. The following discussion is included for informational purposes only because the BAAQMD CEQA Air Quality Guidelines (2017) recommend that projects be evaluated for community risk when they are located within 1,000 feet of freeways, high traffic volume roadways (10,000 average annual daily trips or more), and/or stationary permitted sources of TACs.

Operational Community Risk Impacts – New Project Students

Mobile Sources

A review of the area indicates that Highway 101 is the only substantial source of mobile TAC emissions within 1,000 feet of the project site and has average daily traffic (ADT) above 10,000 vehicles. The estimated cancer risk from Highway 101 would be 9.1 cases per one million and $PM_{2.5}$ concentration would be 0.16 $\mu g/m^3$. The HI for the roadway would be 0.01 or less. As a result, expansion of the existing school would not conflict with the BAAQMD CEQA Air Quality Guidelines.

4.4 BIOLOGICAL RESOURCES

4.4.1 Environmental Setting

4.4.1.1 *Regulatory Framework*

Federal and State

Endangered Species Act

Individual plant and animal species listed as rare, threatened, or endangered under state and federal Endangered Species Acts are considered special-status species. Federal and state endangered species legislation has provided the United States Fish and Wildlife Service (USFWS) and the California Department of Fish and Wildlife (CDFW) with a mechanism for conserving and protecting plant and animal species of limited distribution and/or low or declining populations. Permits may be required from both the USFWS and CDFW if activities associated with a proposed project would result in the take of a species listed as threatened or endangered. To "take" a listed species, as defined by the State of California, is "to hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill" these species. Take is more broadly defined by the federal Endangered Species Act to include harm of a listed species.

In addition to species listed under state and federal Endangered Species Acts, Sections 15380(b) and (c) of the CEQA Guidelines provide that all potential rare or sensitive species, or habitats capable of supporting rare species, must be considered as part of the environmental review process. These may include plant species listed by the California Native Plant Society and CDFW-listed Species of Special Concern.

Migratory Bird Treaty Act

The federal Migratory Bird Treaty Act (MBTA) prohibits killing, capture, possession, or trade of migratory birds except in accordance with regulations prescribed by the Secretary of the Interior. Hunting and poaching are also prohibited. The taking and killing of birds resulting from an activity is not prohibited by the MBTA when the underlying purpose of that activity is not to take birds.[17] Nesting birds are considered special-status species and are protected by the USFWS. The CDFW also protects migratory and nesting birds under California Fish and Game Code Sections 3503, 3503.5, and 3800. The CDFW defines taking as causing abandonment and/or loss of reproductive efforts through disturbance.

Sensitive Habitat Regulations

Wetland and riparian habitats are considered sensitive habitats under CEQA. They are also afforded protection under applicable federal, state, and local regulations, and are generally subject to regulation by the United States Army Corps of Engineers (USACE), Regional Water Quality Control Board (RWQCB), CDFW, and/or the USFWS under provisions of the federal Clean Water Act (e.g., Sections 303, 304, 404) and State of California Porter-Cologne Water Quality Control Act.

[17] United States Department of the Interior. "Memorandum M-37050. The Migratory Bird Treaty Act Does Not Prohibit Incidental Take." Accessed November 13, 2020. https://www.doi.gov/sites/doi.gov/files/uploads/m-37050.pdf.

Fish and Game Code Section 1602

Streambeds and banks, as well as associated riparian habitat, are regulated by the CDFW per Section 1602 of the Fish and Game Code. Work within the bed or banks of a stream or the adjacent riparian habitat requires a Streambed Alteration Agreement from the CDFW.

Regional and Local

Santa Clara Valley Habitat Plan/Natural Community Conservation Plan

The Santa Clara Valley Habitat Plan/Natural Community Conservation Plan (Habitat Plan) covers approximately 520,000 acres, or approximately 62 percent of Santa Clara County. It was developed and adopted through a partnership between Santa Clara County, the Cities of San José, Morgan Hill, and Gilroy, Santa Clara Valley Water District (Valley Water), Santa Clara Valley Transportation Authority (VTA), USFWS, and CDFW. The Habitat Plan is intended to promote the recovery of endangered species and enhance ecological diversity and function, while accommodating planned growth in southern Santa Clara County. The Santa Clara Valley Habitat Agency is responsible for implementing the plan.

4.4.1.2 *Existing Conditions*

The project site is located in an urbanized residential neighborhood which is primarily impervious ground cover with vegetation and open space limited to residential lawns/landscaping, parks, and school fields. Natural habitats in the project area are limited to the Coyote Creek riparian corridor, approximately 0.85 miles west of the school. Several street trees are located around the perimeter of the site, and the school site is landscaped with grass and multiple large trees. No trees are proposed for removal. Species expected to be seen at the project site would include animals accustomed to urbanized environments.

4.4.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or United States Fish and Wildlife Service (USFWS)?	☐	☐	☒	☐
2) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the CDFW or USFWS?	☐	☐	☐	☒

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
3) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	☐	☐	☐	☒
4) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?	☐	☐	☐	☒
5) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	☐	☐	☒	☐
6) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?	☐	☐	☒	☐

Impact BIO-1: The project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the CDFW or USFWS. **(Less than Significant Impact)**

The proposed project would slightly increase the area of asphalt to provide foundations for the new modular classrooms. The project site is occupied by lawn grasses and landscaping trees and does not contain habitat that serves special status species. Additionally, there are no species identified as a candidate, sensitive, or special status species located on-site.[18] Therefore, the proposed project would not have a substantial adverse on candidate, sensitive or special status species.

Impacts to Nesting Migratory Birds

There are currently 32 trees in proximity to the location where the proposed buildings would be installed. The trees could provide nesting and/or foraging habitat for migratory birds. Migratory birds, like nesting raptors, are protected under the Migratory Bird Treaty Act and CDFW Code Sections 3503, 3503.5, and 3800. The CDFW defines "taking" as causing abandonment and/or loss of reproductive efforts through disturbance. While exterior construction activities would be limited, noise associated with construction could result in the loss of eggs or nests. Any loss of fertile eggs, nesting raptors, or any activities resulting in nest abandonment would constitute a significant impact.

[18] Santa Clara Valley Habitat Agency. Habitat Agency Geobrowser. Accessed February 5, 2021. http://www.hcpmaps.com/habitat/.

Impact BIO-1: Construction activities associated with the proposed project could result in the loss of fertile eggs, nesting raptors or other migratory birds, or nest abandonment.

Mitigation Measure

In accordance with the MBTA and CDFW, the following mitigation measure is included to reduce impacts to raptors and migratory birds during construction.

MM BIO-1.1: Tree removal and construction shall be scheduled to avoid the nesting season. The nesting season for most birds, including most raptors in the San Francisco Bay area, extends from February 1st through August 31st, inclusive.

If tree removals and construction cannot be scheduled outside of nesting season (September 1st through January 31st, inclusive), a qualified ornithologist shall complete pre-construction surveys to identify active raptor nests that may be disturbed during project implementation. This survey shall be completed no more than 14 days prior to the initiation of demolition/construction activities during the early part of the breeding season (February 1st through April 30th, inclusive) and no more than 30 days prior to the initiation of these activities during the late part of the breeding season (May 1st through August 31st, inclusive), unless a shorter pre-construction survey is determined to be appropriate based on the presence of a species with a shorter nesting period, such as Yellow Warblers. During this survey, the ornithologist will inspect all trees and other possible nesting habitats in and immediately adjacent to the construction areas for nests. If an active nest is found in an area that will be disturbed by construction, the ornithologist will designate a construction-free buffer zone (typically 250 feet) to be established around the nest, in consultation with California Department of Fish and Wildlife (CDFW). The buffer would ensure that raptor or migratory bird nests will not be disturbed during project construction.

Prior to any tree removal, or approval of any grading or demolition permits, the applicant shall submit a report indicating the results of the survey and any designated buffer zones to the satisfaction of the California Department of Fish and Wildlife designee.

With implementation of Mitigation Measure BIO-1.1, the project's impact to nesting birds and raptors would be less than significant.

Impact BIO-2:	The project would not have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS. **(No Impact)**

The proposed project is not located near riparian resources or other sensitive natural communities. The proposed project would not modify any natural habitats and, therefore, would not impact riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS.

Impact BIO-3:	The project would not have a substantial adverse effect on state or federally protected wetlands through direct removal, filling, hydrological interruption, or other means. **(No Impact)**

The project site is a developed school which does not contain state or federally protected wetlands. Therefore, the proposed project would not impact state or federally protected wetlands through direct removal, filling, hydrological interruption, or other means.

Impact BIO-4:	The project would not interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites. **(No Impact)**

The project site is not located in a riparian area and, therefore, would not impact migratory fish. Additionally, the project site is not identified as a migratory corridor or nursery site in the SCVHP. Therefore, the proposed project would not impact migratory fish or other migratory species.

Impact BIO-5:	The project would not conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. **(Less than Significant Impact)**

The proposed project would not remove trees from the project site; however, the proposed project would involve construction within ten feet of trees on-site which may cause damage to existing trees. To ensure the project would not result in incidental damage or loss of any trees, the project would implement the following Conditions of Approval.

Conditions of Approval

Tree Protection Measures. In the event a tree is damaged, coordination with the City of San José will be required to implement City policies and procedures regarding the protection and replacement of trees on site.

Any tree removal on the project site will require a tree removal permit from the City of San José and will be required to comply with all requirements for tree replacement including tree replacement ratios determined by the City of San José.

Implementation of these conditions of approval would protect the surrounding vegetation from damage and ensure that the proposed project complies with applicable plans and policies for the protection of the urban forest. Therefore, the proposed project would have a less than significant impact.

Impact BIO-6:	The project would not conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan. **(Less than Significant Impact)**

The project site is located within the SCVHP and is designated as "Urban-Suburban" land. Private development in the plan area is subject to the SCVHP if it meets the following criteria:

- The activity is subject to either ministerial or discretionary approval by the County or one of the cities;
- The activity is described in Section 2.3.2 Urban Development or in Section 2.3.7 Rural Development;[19]
- In Figure 2-5 of the SCVHP, the activity is located in an area identified as "Private Development is Covered," or the activity is equal to or greater than two acres and;
    - The project is located in an area identified as "Rural Development Equal to or Greater than 2 Acres is Covered," or "Urban Development Equal to or Greater than 2 Acres is Covered" or,
    - The activity is located in an area identified as "Rural Development is not Covered" but, based on land cover verification of the parcel (inside the Urban Service Area) or development area, the project is found to impact serpentine, wetland, stream, riparian, or pond land cover types; or the project is located in occupied or occupied nesting habitat for western burrowing owl.

The proposed project is consistent with the activity described in Section 2.3.2 of the SCVHP. Consistent with the SCVHP, the project applicant shall implement the following condition of approval.

Condition of Approval

- The project is subject to applicable SCVHP conditions and fees (including the nitrogen deposition fee) prior to issuance of any grading permit. The project applicant shall be required to submit the Santa Clara Valley Habitat Plan Coverage Screening Form and

[19] Covered activities in urban areas include residential, commercial, and other types of urban development within the Cities of Gilroy, Morgan Hill, and San José planning limits of urban growth in areas designated for urban or rural development, including areas that are currently in the unincorporated County (i.e., in "pockets" of unincorporated land inside the cities' urban growth boundaries).

payment of the nitrogen deposition fee to the Santa Clara Valley Habitat Agency. The Habitat Plan and supporting materials can be viewed at www.scv-habitatplan.org.

With implementation of the identified condition of approval, the project would not conflict with the provisions of the SCVHP.

4.5 CULTURAL RESOURCES

4.5.1 Environmental Setting

4.5.1.1 *Regulatory Framework*

Federal and State

National Historic Preservation Act

Federal protection is legislated by the National Historic Preservation Act of 1966 (NHPA) and the Archaeological Resource Protection Act of 1979. These laws maintain processes for determination of the effects on historical properties eligible for listing in the National Register of Historic Places (NRHP). Section 106 of the NHPA and related regulations (36 Code of Federal Regulations [CFR] Part 800) constitute the primary federal regulatory framework guiding cultural resources investigations and require consideration of effects on properties that are listed or eligible for listing in the NRHP. Impacts to properties listed in the NRHP must be evaluated under CEQA.

California Register of Historical Resources

The California Register of Historical Resources (CRHR) is administered by the State Office of Historic Preservation and encourages protection of resources of architectural, historical, archeological, and cultural significance. The CRHR identifies historic resources for state and local planning purposes and affords protections under CEQA. Under Public Resources Code Section 5024.1(c), a resource may be eligible for listing in the CRHR if it meets any of the NRHP criteria.[20]

Historical resources eligible for listing in the CRHR must meet the significance criteria described previously and retain enough of their historic character or appearance to be recognizable as historical resources and to convey the reasons for their significance. A resource that has lost its historic character or appearance may still have sufficient integrity for the CRHR if it maintains the potential to yield significant scientific or historical information or specific data.

The concept of integrity is essential to identifying the important physical characteristics of historical resources and, therefore, in evaluating adverse changes to them. Integrity is defined as "the authenticity of a historical resource's physical identity evidenced by the survival of characteristics that existed during the resource's period of significance." The processes of determining integrity are similar for both the CRHR and NRHP and use the same seven variables or aspects to define integrity that are used to evaluate a resource's eligibility for listing. These seven characteristics include 1) location, 2) design, 3) setting, 4) materials, 5) workmanship, 6) feeling, and 7) association.

California Native American Historical, Cultural, and Sacred Sites Act

The California Native American Historical, Cultural, and Sacred Sites Act applies to both state and private lands. The act requires that upon discovery of human remains, construction or excavation activity must cease and the county coroner be notified.

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[20] California Office of Historic Preservation. "CEQA Guidelines Section 15064.5(a)(3) and California Office of Historic Preservation Technical Assistance Series #6." Accessed August 31, 2020. http://www.ohp.parks.ca.gov/pages/1069/files/technical%20assistance%20bulletin%206%202011%20update.pdf.

Public Resources Code Sections 5097 and 5097.98

Section 15064.5 of the CEQA Guidelines specifies procedures to be used in the event of an unexpected discovery of Native American human remains on non-federal land. These procedures are outlined in Public Resources Code Sections 5097 and 5097.98. These codes protect such remains from disturbance, vandalism, and inadvertent destruction, establish procedures to be implemented if Native American skeletal remains are discovered during construction of a project, and establish the Native American Heritage Commission (NAHC) as the authority to resolve disputes regarding disposition of such remains.

Pursuant to Public Resources Code Section 5097.98, in the event of human remains discovery, no further disturbance is allowed until the county coroner has made the necessary findings regarding the origin and disposition of the remains. If the remains are of a Native American, the county coroner must notify the NAHC. The NAHC then notifies those persons most likely to be related to the Native American remains. The code section also stipulates the procedures that the descendants may follow for treating or disposing of the remains and associated grave goods.

4.5.1.2 *Existing Conditions*

Under existing conditions, the project site does not contain any historic structures and is not in proximity to any historic structures pursuant to the City of San José's Historic Resources Inventory.[21] Furthermore, there are no structure on or adjacent to the site that are listed on the California Register of Historic Resources.[22]

The site has been previously disturbed for construction and is located approximately 0.85 miles from the nearest waterway (Coyote Creek), making the likelihood of encountering buried cultural resources low.

4.5.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☐	☒
2) Cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5?	☐	☐	☒	☐
3) Disturb any human remains, including those interred outside of dedicated cemeteries?	☐	☐	☒	☐

[21] City of San José. Historic Resources Inventory. Accessed October 23, 2020. https://www.sanjoseca.gov/your-government/departments/planning-building-code-enforcement/planning-division/historic-preservation/historic-resources-inventory

[22] California Office of Historic Preservation. California Historic Resources. Accessed October 23, 2020 https://ohp.parks.ca.gov/ListedResources/?view=county&criteria=43

Impact CUL-1:	The project would not cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5. **(No Impact)**

As stated above, there are no historic resources located on or near the project site, therefore, the proposed project would not cause a substantial adverse change in the significance of a historical resource pursuant to CEQA Guidelines Section 15064.5.

Impact CUL-2:	The project would not cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines Section 15064.5. **(Less than Significant Impact)**

The proposed project would require a small amount of excavation related to trenching for utilities and installation of the modular structures. Although the potential to encounter archaeological resources is low, ground disturbing activities could uncover previously unknown resources during excavation. To avoid impacts to these undiscovered resources, the proposed project would comply with the following conditions of approval.

Conditions of Approval

- In the event that prehistoric or historic resources are encountered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. A qualified archaeologist will examine the find and make appropriate recommendations. The Division of the State Architect will also be notified and will stop all work on-site until the recommendations of the archaeologist are implemented. Recommendations could include collection, recordation, and analysis of any significant cultural materials. A report of findings documenting any data recovery during monitoring would be submitted to the Division of the State Architect.

Through compliance with this condition, the proposed project would have a less than significant impact on archeological resources.

Impact CUL-3:	The project would not disturb any human remains, including those interred outside of dedicated cemeteries. **(Less than Significant Impact)**

As stated above, the proposed project would require a small amount of excavation related to trenching for utilities and installation of the modular structures. Although the potential to encounter human remains is low, ground disturbing activities could uncover previously unknown resources during excavation. To avoid impacts to these undiscovered resources, the proposed project would comply with the following condition of approval.

Condition of Approval

- In the event that human remains are discovered during excavation and/or grading of the site, all activity within a 50-foot radius of the find will be stopped. The Santa Clara County

Coroner will be notified and shall make a determination as to whether the remains are of Native American origin or whether an investigation into the cause of death is required. If the remains are determined to be Native American, the Coroner will notify the Native American Heritage Commission (NAHC) immediately. Once NAHC identifies the most likely descendants, the descendants will make recommendations regarding proper burial, which will be implemented in accordance with Section 15064.5(e) of the CEQA Guidelines.

Through compliance with this condition, the proposed project would have a less than significant impact on human remains.

4.6 ENERGY

4.6.1 Environmental Setting

4.6.1.1 *Regulatory Framework*

Federal and State

Energy Star and Fuel Efficiency

At the federal level, energy standards set by the EPA apply to numerous consumer products and appliances (e.g., the EnergyStar™ program). The EPA also sets fuel efficiency standards for automobiles and other modes of transportation.

Renewables Portfolio Standard Program

In 2002, California established its Renewables Portfolio Standard Program, with the goal of increasing the percentage of renewable energy in the state's electricity mix to 20 percent of retail sales by 2010. Governor Schwarzenegger issued Executive Order (EO) S-3-05, requiring statewide emissions reductions to 80 percent below 1990 levels by 2050. In 2008, EO S-14-08 was signed into law, requiring retail sellers of electricity serve 33 percent of their load with renewable energy by 2020. In October 2015, Governor Brown signed SB 350 to codify California's climate and clean energy goals. A key provision of SB 350 requires retail sellers and publicly owned utilities to procure 50 percent of their electricity from renewable sources by 2030. SB 100, passed in 2018, requires 100 percent of electricity in California to be provided by 100 percent renewable and carbon-free sources by 2045.

Executive Order B-55-18 To Achieve Carbon Neutrality

In September 2018, Governor Brown issued an executive order, EO-B-55-18 To Achieve Carbon Neutrality, setting a statewide goal "to achieve carbon neutrality as soon as possible, and no later than 2045, and achieve and maintain net negative emissions thereafter." The executive order requires CARB to "ensure future Scoping Plans identify and recommend measures to achieve the carbon neutrality goal." EO-B-55-18 supplements EO S-3-05 by requiring not only emissions reductions, but also that, by no later than 2045, the remaining emissions be offset by equivalent net removals of CO_2 from the atmosphere through sequestration.

California Building Standards Code

The Energy Efficiency Standards for Residential and Nonresidential Buildings, as specified in Title 24, Part 6 of the California Code of Regulations (Title 24), was established in 1978 in response to a legislative mandate to reduce California's energy consumption. Title 24 is updated approximately every three years.[23] Compliance with Title 24 is mandatory at the time new building permits are issued by city and county governments.[24]

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[23] California Building Standards Commission. "California Building Standards Code." Accessed November 13, 2020. https://www.dgs.ca.gov/BSC/Codes#@ViewBag.JumpTo.

[24] California Energy Commission (CEC). "2019 Building Energy Efficiency Standards." Accessed November 13, 2020. https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2019-building-energy-efficiency.

California Green Building Standards Code

CALGreen establishes mandatory green building standards for buildings in California. CALGreen was developed to reduce GHG emissions from buildings, promote environmentally responsible and healthier places to live and work, reduce energy and water consumption, and respond to state environmental directives. CALGreen covers five categories: planning and design, energy efficiency, water efficiency and conservation, material and resource efficiency, and indoor environmental quality.

Advanced Clean Cars Program

CARB adopted the Advanced Clean Cars program in 2012 in coordination with the EPA and National Highway Traffic Safety Administration. The program combines the control of smog-causing pollutants and GHG emissions into a single coordinated set of requirements for vehicle model years 2015 through 2025. The program promotes development of environmentally superior passenger cars and other vehicles, as well as saving the consumer money through fuel savings.[25]

4.6.1.2 *Existing Conditions*

Total energy usage in California was approximately 7,875 trillion British thermal units (Btu) in the year 2018, the most recent year for which this data was available.[26] Out of the 50 states, California is ranked second in total energy consumption and 48th in energy consumption per capita. The breakdown by sector was approximately 18 percent (1,416 trillion Btu) for residential uses, 19 percent (1,473 trillion Btu) for commercial uses, 23 percent (1,818 trillion Btu) for industrial uses, and 40 percent (3,175 trillion Btu) for transportation.[27] This energy is primarily supplied in the form of natural gas, petroleum, nuclear electric power, and hydroelectric power.

Electricity

Electricity in Santa Clara County in 2018 was consumed primarily by the commercial sector (77 percent), followed by the residential sector consuming 23 percent. In 2018, a total of approximately 16,668 gigawatt hours (GWh) of electricity was consumed in Santa Clara County.[28]

San José Clean Energy (SJCE) is the electricity provider for residents and businesses in the City of San José. SJCE sources the electricity and the Pacific Gas and Electric Company (PG&E) delivers it to customers over their existing utility lines. SJCE customers are automatically enrolled in the GreenSource program, which provides 80 percent GHG emission-free electricity. Customers can choose to enroll in SJCE's TotalGreen program at any time to receive 100 percent GHG emission-free electricity form entirely renewable sources.

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[25] California Air Resources Board. "The Advanced Clean Cars Program." Accessed November 13, 2020. https://www.arb.ca.gov/msprog/acc/acc.htm.

[26] United States Energy Information Administration. "State Profile and Energy Estimates, 2018." Accessed January 22, 2021. https://www.eia.gov/state/?sid=CA#tabs-2.

[27] United States Energy Information Administration. "State Profile and Energy Estimates, 2018." Accessed January 22, 2021. https://www.eia.gov/state/?sid=CA#tabs-2.

[28] California Energy Commission. Energy Consumption Data Management System. "Electricity Consumption by County." Accessed January 27, 2021. http://ecdms.energy.ca.gov/elecbycounty.aspx.

Natural Gas

PG&E provides natural gas services within the City of San José. In 2018, approximately one percent of California's natural gas supply came from in-state production, while the remaining supply was imported from other western states and Canada.[29] In 2018, residential and commercial customers in California used 34 percent of the state's natural gas, power plants used 35 percent, the industrial sector used 21 percent, and other uses used 10 percent. Transportation accounted for one percent of natural gas use in California. In 2018, Santa Clara County used approximately 3.5 percent of the state's total consumption of natural gas.[30]

Fuel for Motor Vehicles

In 2018, 15.5 billion gallons of gasoline were sold in California.[31] The average fuel economy for light-duty vehicles (autos, pickups, vans, and sport utility vehicles) in the United States has steadily increased from about 13.1 miles per gallon (mpg) in the mid-1970s to 24.9 mpg in 2018.[32] Federal fuel economy standards have changed substantially since the Energy Independence and Security Act was passed in 2007. That standard, which originally mandated a national fuel economy standard of 35 miles per gallon by the year 2020, was subsequently revised to apply to cars and light trucks model years 2011 through 2020.[33,34]

4.6.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	☐	☐	☒	☐
2) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	☐	☐	☒	☐

[29] California Gas and Electric Utilities. 2019 *California Gas Report.* Accessed January 22, 2021. https://www.socalgas.com/regulatory/documents/cgr/2019_CGR_Supplement_7-1-19.pdf.

[30] California Energy Commission. "Natural Gas Consumption by County." Accessed January 27, 2021. http://ecdms.energy.ca.gov/gasbycounty.aspx.

[31] California Department of Tax and Fee Administration. "Net Taxable Gasoline Gallons." Accessed January 22, 2021. https://www.cdtfa.ca.gov/dataportal/dataset.htm?url=VehicleTaxableFuelDist.

[32] United States Environmental Protection Agency. "The 2018 EPA Automotive Trends Report: Greenhouse Gas Emissions, Fuel Economy, and Technology since 1975." March 2019.

[33] United States Department of Energy. *Energy Independence & Security Act of 2007.* Accessed August 31, 2020. http://www.afdc.energy.gov/laws/eisa.

[34] Public Law 110–140—December 19, 2007. *Energy Independence & Security Act of 2007.* Accessed August 31, 2020. http://www.gpo.gov/fdsys/pkg/PLAW-110publ140/pdf/PLAW-110publ140.pdf.

Impact EN-1:	The project would not result in a potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation. **(Less than Significant Impact)**

The proposed project would implement design features to prevent the unnecessary consumption of energy resources. Per the provisions in the CALGreen building standards, the modular classrooms would be required to incorporate energy conservation and efficiency through site design, architectural design, and construction techniques. Incorporation of the CALGreen standards in the proposed project would ensure that the energy use on the project site would not be wasteful, inefficient or unnecessary and the proposed project would result in a less than significant impact regarding wasteful energy usage.

Impact EN-2:	The project would not conflict with or obstruct a state or local plan for renewable energy or energy efficiency. **(Less than Significant Impact)**

As stated above the proposed project would follow the policies and ordinances established in the CALGreen building standards. The proposed project would be consistent with the state energy use standards established in the CALGreen buildings standards which would allow the proposed project to comply with the state's AB 32 policy, therefore, the project would have a less than significant impact regarding plan conflicts.

4.7 GEOLOGY AND SOILS

4.7.1 Environmental Setting

4.7.1.1 *Regulatory Framework*

State

Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act was passed following the 1971 San Fernando earthquake. The act regulates development in California near known active faults due to hazards associated with surface fault ruptures. Alquist-Priolo maps are distributed to affected cities, counties, and state agencies for their use in planning and controlling new construction. Areas within an Alquist-Priolo Earthquake Fault Zone require special studies to evaluate the potential for surface rupture to ensure that no structures intended for human occupancy are constructed across an active fault.

Seismic Hazards Mapping Act

The Seismic Hazards Mapping Act (SHMA) was passed in 1990 following the 1989 Loma Prieta earthquake. The SHMA directs the California Geological Survey (CGS) to identify and map areas prone to liquefaction, earthquake-induced landslides, and amplified ground shaking. CGS has completed seismic hazard mapping for the portions of California most susceptible to liquefaction, landslides, and ground shaking, including the central San Francisco Bay Area. The SHMA requires that agencies only approve projects in seismic hazard zones following site-specific geotechnical investigations to determine if the seismic hazard is present and identify measures to reduce earthquake-related hazards.

California Building Standards Code

The CBC prescribes standards for constructing safe buildings. The CBC contains provisions for earthquake safety based on factors including occupancy type, soil and rock profile, ground strength, and distance to seismic sources. The CBC requires that a site-specific geotechnical investigation report be prepared for most development projects to evaluate seismic and geologic conditions such as surface fault ruptures, ground shaking, liquefaction, differential settlement, lateral spreading, expansive soils, and slope stability. The CBC is updated every three years.

California Division of Occupational Safety and Health Regulations

Excavation, shoring, and trenching activities during construction are subject to occupational safety standards for stabilization by the California Department of Industrial Relations, Division of Occupational Safety and Health (Cal/OSHA) under Title 8 of the California Code of Regulations and Excavation Rules. These regulations minimize the potential for instability and collapse that could injure construction workers on the site.

Public Resources Code Section 5097.5

Paleontological resources are the fossilized remains of organisms from prehistoric environments found in geologic strata. They range from mammoth and dinosaur bones to impressions of ancient animals and plants, trace remains, and microfossils. These materials are valued for the information they yield about the history of the earth and its past ecological settings. California Public Resources Code Section 5097.5 specifies that unauthorized removal of a paleontological resource is a misdemeanor. Under the CEQA Guidelines, a project would have a significant impact on paleontological resources if it would disturb or destroy a unique paleontological resource or site or unique geologic feature.

City of San José

City of San José Policies

Title 24 of the San José Municipal Code includes the 2016 California Building, Plumbing, Mechanical, Electrical, Existing Building, and Historical Building Codes. Requirements for building safety and earthquake hazard reduction are also addressed in Chapter 17.40 (Dangerous Buildings) and Chapter 17.10 (Geologic Hazards Regulations) of the Municipal Code. Requirements for grading, excavation, and erosion control are included in Chapter 17.04 (Building Code, Part 6 Excavation and Grading). In accordance with the Municipal Code, the Director of Public Works must issue a Certificate of Geologic Hazard Clearance prior to the issuance of grading and building permits within defined geologic hazard zones, including State Seismic Hazard Zones for Liquefaction.

4.7.1.2 *Existing Conditions*

The project site is located in northern Santa Clara Valley, which is bounded by the Diablo Range to the east and the Santa Cruz Mountains to the west. The downtown area is relatively flat with an average elevation of approximately 100 feet above mean sea level. There is no landslide hazard.[35] The Santa Clara Valley is underlain by sedimentary and metamorphic rocks of the Franciscan Complex.

Overlying these rocks are alluvial sediments deposited by streams draining the adjacent mountains during recent geologic times (Holocene age). The alluvial deposits consist of unconsolidated to semi-consolidated sand, silt, clay, and gravel.[36,37]

Surface soils in the project area have been mapped as Urbanland-Newpark complex soils[38], which have a moderate infiltration rate and a moderate shrink-swell (expansion) potential. Expansive soils

[35] California Department of Conservation Website. "CGS Information Warehouse: Regulatory Maps". Accessed September 2020. http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps
[36] R.J. McLaughlin, J.C. Clark, E.E. Brabb, E.J. Helley, and C.J. Colon. USGS. Geologic Maps and Structure Sections of the Southwestern Santa Clara Valley and Southern Santa Cruz Mountains, Santa Clara and Santa Cruz Counties, California. 2001.
[37] E.J. Helley, R.W. Graymer, G.A. Phelps, P.K. Showalter, and C.M. Wentworth. Quaternary Geology of Santa Calra Valley, Santa Clara, Alameda, and San Mateo Counties, California: A digital database. May 1994.
[38] NRCS. Soil Web Map Unit Composition: Urbanland-Newpark Complex, 0-2 Percent Slope. Accessed November 11, 2020. https://casoilresource.lawr.ucdavis.edu/soil_web/ssurgo.php?action=explain_mapunit&mukey=2027470.

occur where a sufficient percentage of certain clay materials are present in the soil. These soil conditions can impact the structural integrity of buildings and other structures.

Seismic Hazards

The San Francisco Bay Area is recognized by geologists as one of the most seismically active regions in the United States. Significant earthquakes occurring in the Bay Area are generally associated with the San Andreas Fault system, which spans the Coast Ranges from the Pacific Ocean to the San Joaquin Valley. The closest active fault to the downtown area is the Hayward fault zone, located approximately five miles to the east. Other potentially active faults within ten miles include the San Andreas, Monte Vista-Shannon, and Calaveras faults. There are no active faults in the project area.[39]

The project site is located within a seismic hazard zone for liquefaction risk during a seismic event due to strong ground shaking.

Paleontological Resources

The San José 2040 General Plan identified the area of the project site as an area with a high sensitivity of paleontological resources at depth. This would mean that resources may be encounter at depth, typically 10 feet or more below the native ground surface.

4.7.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
– Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault (refer to Division of Mines and Geology Special Publication 42)?	☐	☐	☒	☐
– Strong seismic ground shaking?	☐	☐	☒	☐
– Seismic-related ground failure, including liquefaction?	☐	☐	☒	☐
– Landslides?	☐	☐	☐	☒
2) Result in substantial soil erosion or the loss of topsoil?	☐	☐	☒	☐

[39] Ibid.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
3) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	☐	☐	☒	☐
4) Be located on expansive soil, as defined in the current California Building Code, creating substantial direct or indirect risks to life or property?	☐	☐	☒	☐
5) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	☐	☐	☐	☒
6) Directly or indirectly destroy a unique paleontological resource or site or unique geological feature?	☐	☐	☒	☐

Impact GEO-1: The project would not directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault; strong seismic ground shaking; seismic-related ground failure, including liquefaction; or landslides. **(Less than Significant Impact)**

The project site is currently serving as a school with modular and standard construction structures. As stated above, the site contains some areas of expansive soils which could be subject to shrink swell potential or differential settling. The proposed project would not alter the existing on-site structures and would add six modular buildings to the project site. New structures would expand the school site; however, the project would not introduce new uses near existing fault zones or on unstable soil areas and the proposed project would not substantially increase the risk of loss or injury at the project site. Additionally, the landforms on and surrounding the project site are generally low in relief and do not feature dramatic changes in elevation so there is no risk of landslides or other ground shifting. The project would be constructed with the following conditions of approval incorporated:

Conditions of Approval:

The proposed project would need to prepare a site-specific geotechnical report to verify compliance with the California Building Code. The report shall determine the site-specific soil conditions and identify the appropriate design and construction techniques to minimize risks to people and structures, including measures for site preparation, compaction, trench excavations, foundation and

subgrade design, drainage, and pavement design. Subsurface exploration, laboratory testing, and engineering analyses may be required as part of the investigations.

The report shall be submitted to the Division of the State Architect for review and approval prior to construction. The primary role of the Division of the State Architect is to ensure that California's K-12 schools and community colleges are seismically safe and accessible to all. Division of the State Architect fulfills this role by reviewing project construction plans for structural safety, fire and life safety, and accessibility (that is, access by disabled persons).

Adherence to the California Building Code would ensure the proposed improvements resist minor earthquakes without damage and major earthquakes without collapse.

Through the incorporation of these condition of approval the hazards created by building in a seismically active area would be reduced by building to proper seismic standard.

Impact GEO-2:	The project would not result in substantial soil erosion or the loss of topsoil. **(Less than Significant Impact)**

Ground disturbance during construction of the project would expose soils, increasing the potential for wind and/or water erosion at the site. Although some erosion may occur, the proposed project would disturb less than one-acre of soil area and the project would below the threshold required to prepare a Storm Water Pollution Prevention Plan (SWPPP) under the National Pollution Discharge Elimination System (NPDES) General Construction Permit (refer to Section 4.10, Hydrology and Water Quality). Therefore, the potential soil erosion on the project site would result in a less than significant impact.

Impact GEO-3:	The project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse. **(Less than Significant Impact)**

Based on the California Department of Conservation Regulatory Map, the project site is located within a liquefication zone[40], but the potential for lateral spreading to occur on-site is low due to the location of the site relative to local waterways. The soils on-site have moderate expansion potential. The proposed project would be required to use standard engineering and seismic safety design techniques during project construction and comply with the California Building Code. Additionally, the project would be constructed in conformance with a site-specific geotechnical investigation (refer to Conditions of Approval above). Therefore, the proposed project would stabilize structures and receive sign off from the Division of the State Architect to ensure that no impacts would occur as a result of unstable soils, on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse.

[40] California Department of Conservation Website. "CGS Information Warehouse: Regulatory Maps". Accessed November 12, 2020. http://maps.conservation.ca.gov/cgs/informationwarehouse/index.html?map=regulatorymaps.

Impact GEO-4:	The project would not be located on expansive soil, as defined in the current California Building Code, creating substantial direct or indirect risks to life or property. **(Less than Significant Impact)**

The project would be required to prepare a site-specific geotechnical investigation and implement the recommendations in the investigation to avoid or minimize potential damage from seismic shaking. Although the soils on-site have moderate expansion potential, the project would implement the previously identified conditions of approval and would not result in substantial direct or indirect risks to life or property.

Impact GEO-5:	The project would not have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater. **(No Impact)**

The project site is served by the local sewer system and would not need septic tanks or alternative waste disposal systems to be installed. Therefore, the project would have no impact regarding septic tanks or alternative waste disposal systems.

Impact GEO-6:	The project would not directly or indirectly destroy a unique paleontological resource or site or unique geological feature. **(Less than Significant Impact)**

According to the San José 2040 General Plan, the project site is known to be underlain by geologic formations that could contain paleontological resources at depth. The proposed project would include some minor, shallow surface excavation which would not extend to a depth that would result in the disturbance of unknown paleontological resources or unique geologic features. Therefore, the proposed project would not directly or indirectly result in the destruction of a paleontological resource or unique geological feature.

4.8 GREENHOUSE GAS EMISSIONS

4.8.1 Environmental Setting

4.8.1.1 *Background Information*

Gases that trap heat in the atmosphere, GHGs, regulate the earth's temperature. This phenomenon, known as the greenhouse effect, is responsible for maintaining a habitable climate. In GHG emission inventories, the weight of each gas is multiplied by its global warming potential (GWP) and is measured in units of CO_2 equivalents (CO_2e). The most common GHGs are carbon dioxide (CO_2) and water vapor but there are also several others, most importantly methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6). These are released into the earth's atmosphere through a variety of natural processes and human activities. Sources of GHGs are generally as follows:

- CO_2 and N_2O are byproducts of fossil fuel combustion.
- N_2O is associated with agricultural operations such as fertilization of crops.
- CH_4 is commonly created by off-gassing from agricultural practices (e.g., keeping livestock) and landfill operations.
- Chlorofluorocarbons (CFCs) were widely used as refrigerants, propellants, and cleaning solvents, but their production has been stopped by international treaty.
- HFCs are now used as a substitute for CFCs in refrigeration and cooling.
- PFCs and SF_6 emissions are commonly created by industries such as aluminum production and semiconductor manufacturing.

An expanding body of scientific research supports the theory that global climate change is currently causing changes in weather patterns, average sea level, ocean acidification, chemical reaction rates, and precipitation rates, and that it will increasingly do so in the future. The climate and several naturally occurring resources within California are adversely affected by the global warming trend. Increased precipitation and sea level rise will increase coastal flooding, saltwater intrusion, and degradation of wetlands. Mass migration and/or loss of plant and animal species could also occur. Potential effects of global climate change that could adversely affect human health include more extreme heat waves and heat-related stress; an increase in climate-sensitive diseases; more frequent and intense natural disasters such as flooding, hurricanes and drought; and increased levels of air pollution.

4.8.1.2 *Regulatory Framework*

State

Assembly Bill 32

Under the California Global Warming Solutions Act, also known as AB 32, CARB established a statewide GHG emissions cap for 2020, adopted mandatory reporting rules for significant sources of GHGs, and adopted a comprehensive plan, known as the Climate Change Scoping Plan, identifying how emission reductions would be achieved from significant GHG sources.

In 2016, SB 32 was signed into law, amending the California Global Warming Solution Act. SB 32, and accompanying Executive Order B-30-15, require CARB to ensure that statewide GHG emissions are reduced to 40 percent below the 1990 level by 2030. CARB updated its Climate Change Scoping Plan in December of 2017 to express the 2030 statewide target in terms of million metric tons of CO_2E ($MMTCO_2e$). Based on the emissions reductions directed by SB 32, the annual 2030 statewide target emissions level for California is 260 $MMTCO_2e$.

Senate Bill 375

SB 375, known as the Sustainable Communities Strategy and Climate Protection Act, was signed into law in September 2008. SB 375 builds upon AB 32 by requiring CARB to develop regional GHG reduction targets for automobile and light truck sectors for 2020 and 2035. The per-capita GHG emissions reduction targets for passenger vehicles in the San Francisco Bay Area include a seven percent reduction by 2020 and a 15 percent reduction by 2035.

Consistent with the requirements of SB 375, the Metropolitan Transportation Commission (MTC) partnered with the Association of Bay Area Governments (ABAG), BAAQMD, and the Bay Conservation and Development Commission to prepare the region's Sustainable Communities Strategy (SCS) as part of the Regional Transportation Plan process. The SCS is referred to as Plan Bay Area 2040. Plan Bay Area 2040 establishes a course for reducing per-capita GHG emissions through the promotion of compact, high-density, mixed-use neighborhoods near transit, particularly within identified Priority Development Areas (PDAs).

Regional and Local

2017 Clean Air Plan

To protect the climate, the 2017 CAP (prepared by BAAQMD) includes control measures designed to reduce emissions of methane and other super-GHGs that are potent climate pollutants in the near-term, and to decrease emissions of carbon dioxide by reducing fossil fuel combustion.

CEQA Air Quality Guidelines

The BAAQMD CEQA Air Quality Guidelines are intended to serve as a guide for those who prepare or evaluate air quality impact analyses for projects and plans in the San Francisco Bay Area. The jurisdictions in the San Francisco Bay Area Air Basin utilize the thresholds and methodology for assessing GHG impacts developed by BAAQMD within the CEQA Air Quality Guidelines. The guidelines include information on legal requirements, BAAQMD rules, methods of analyzing impacts, and recommended mitigation measures.

4.8.1.3 *Existing Conditions*

Unlike emissions of criteria and toxic air pollutants, which have regional and local impacts, emissions of GHGs have a broader, global impact. Global warming is a process whereby GHGs accumulating in the upper atmosphere contribute to an increase in the temperature of the earth and changes in weather patterns.

The project site is developed with a school. Most of the GHG emissions associated with the existing uses on-site result from the production of electricity for lighting and the emissions from vehicles traveling to and from the site.

4.8.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Generate greenhouse gas (GHG) emissions, either directly or indirectly, that may have a significant impact on the environment?	☐	☐	☒	☐
2) Conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs?	☐	☐	☒	☐

Thresholds of Significance

BAAQMD adopted GHG emissions thresholds of significance to assist in the review of projects under CEQA. These thresholds were designed to establish the level at which BAAQMD has determined that GHG emissions would cause significant environmental impacts. The GHG emissions thresholds identified by BAAQMD for 2020 were 1,000 MT or 4.6 MT of CO2e per service population per year.

Because the 2020 threshold is no longer valid, updated GHG efficiency targets have been developed that reflect statewide goals beyond 2020. GHG emissions resulting from operation of the project at maximum build out have been compared to an efficiency metric threshold consistent with state goals detailed in SB 32 EO B-30-15 and EO S-3-05 to reduce GHG emissions by 40 percent below 1990 levels by 2030 and 80 percent below 1990 levels by 2050, respectively. Though BAAQMD has not published a quantified threshold for 2030 yet, this assessment uses a "Substantial Progress" efficiency metric of 2.8 MT CO2e/year/service population based on the GHG reduction goals of SB 32/EO B-30-15, taking into account the 1990 inventory and the projected 2030 statewide population and employment levels.

Impact GHG-1:	The project would not generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment. **(Less than Significant Impact)**

Construction Emissions

Construction activities on-site would result in temporary GHG emissions. Construction-related GHG emissions vary depending on the level of activity, length of the construction period, specific construction operations, types of equipment, and number of personnel. BAAQMD has not established a quantitative threshold or standard for determining whether a project's construction related GHG emissions are significant. Project construction would occur over a period of

approximately three months (45 days for Phase 1 and 45 days for Phase 2) and would not result in a permanent increase in emissions. The proposed project would not interfere with the implementation of AB 32 in 2020 or SB 32 in 2030.

Operational Emissions

A CalEEMod model, was used to estimate daily emissions associated with operation of the proposed project. Annual emissions resulting from project operations are shown below in Table 4.8-1. As previously noted, operational emissions from the proposed project would be less than what was assumed in the technical analysis. In addition, the technical analysis was based upon the school land use with 1,131 students, which is the service population. Full build out of the proposed project would generate an additional 180 students for a total of 921 students. As a result, both the emissions and the service population would be lower than the results shown in the table below.

Table 4.8-1: GHG Emissions (MT of CO2e)	
Source Category	Proposed Project in 2030
Area	<0.01
Energy Consumption	9
Mobile	147
Solid Waste Generation	11
Water Usage	1
Total	168
Project MT of CO2e/year/service population:	0.15
Significance Threshold:	2.8 in 2030
Significant?	No
Source: Illingworth & Rodkin, Inc. Alpha Charter School Community Risk Assessment. August 11, 2020.	

With the reduction in annual emissions and service population, the GHG emissions would not exceed the 2.8 MT CO2e per year per service population threshold. Based on the table above, the proposed project would meet the GHG reduction target set by SB 32 and operation of the project would result in a less than significant GHG emissions impact.

Impact GHG-2:	The project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs. **(Less than Significant Impact)**

As stated above, the proposed project would not generate a significant amount of GHG emissions and would not conflict with applicable state regulations for GHG emissions under AB 32 or SB 32. Therefore, the proposed project would not conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emissions of GHGs.

4.9 HAZARDS AND HAZARDOUS MATERIALS

4.9.1 Environmental Setting

4.9.1.1 *Regulatory Framework*

Overview

The storage, use, generation, transport, and disposal of hazardous materials and waste are highly regulated under federal and state laws. In California, the EPA has granted most enforcement authority over federal hazardous materials regulations to the California Environmental Protection Agency (CalEPA). In turn, local agencies have been granted responsibility for implementation and enforcement of many hazardous materials regulations under the Certified Unified Program Agency (CUPA) program.

Worker health and safety and public safety are key issues when dealing with hazardous materials. Proper handling and disposal of hazardous material is vital if it is disturbed during project construction. Cal/OSHA enforces state worker health and safety regulations related to construction activities. Regulations include exposure limits, requirements for protective clothing, and training requirements to prevent exposure to hazardous materials. Cal/OSHA also enforces occupational health and safety regulations specific to lead and asbestos investigations and abatement.

Federal and State

Federal Aviation Regulations Part 77

Federal Aviation Regulations, Part 77 Objects Affecting Navigable Airspace (FAR Part 77) sets forth standards and review requirements for protecting the airspace for safe aircraft operation, particularly by restricting the height of potential structures and minimizing other potential hazards (such as reflective surfaces, flashing lights, and electronic interference) to aircraft in flight. These regulations require that the Federal Aviation Administration (FAA) be notified of certain proposed construction projects located within an extended zone defined by an imaginary slope radiating outward for several miles from an airport's runways, or which would otherwise stand at least 200 feet in height above the ground.

Comprehensive Environmental Response, Compensation, and Liability Act

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund, was enacted by Congress on December 11, 1980. This law created a tax on the chemical and petroleum industries and provided broad federal authority to respond directly to releases or threatened releases of hazardous substances that may endanger public health or the environment. Over five years, $1.6 billion was collected and the tax went to a trust fund for cleaning up abandoned or uncontrolled hazardous waste sites. CERCLA accomplished the following objectives:

- Established prohibitions and requirements concerning closed and abandoned hazardous waste sites;

- Provided for liability of persons responsible for releases of hazardous waste at these sites; and
- Established a trust fund to provide for cleanup when no responsible party could be identified.

The law authorizes two kinds of response actions:

- Short-term removals, where actions may be taken to address releases or threatened releases requiring prompt response; and
- Long-term remedial response actions that permanently and significantly reduce the dangers associated with releases or threats of releases of hazardous substances that are serious, but not immediately life-threatening. These actions can be completed only at sites listed on the EPA's National Priorities List.

CERCLA also enabled the revision of the National Contingency Plan (NCP). The NCP provided the guidelines and procedures needed to respond to releases and threatened releases of hazardous substances, pollutants, or contaminants. The NCP also established the National Priorities List. CERCLA was amended by the Superfund Amendments and Reauthorization Act on October 17, 1986.[41]

Resource Conservation and Recovery Act

The Resource Conservation and Recovery Act (RCRA), enacted in 1976, is the principal federal law in the United States governing the disposal of solid waste and hazardous waste. RCRA gives the EPA the authority to control hazardous waste from the "cradle to the grave." This includes the generation, transportation, treatment, storage, and disposal of hazardous waste. RCRA also sets forth a framework for the management of non-hazardous solid wastes.

The Federal Hazardous and Solid Waste Amendments (HSWA) are the 1984 amendments to RCRA that focused on waste minimization, phasing out land disposal of hazardous waste, and corrective action for releases. Some of the other mandates of this law include increased enforcement authority for the EPA, more stringent hazardous waste management standards, and a comprehensive underground storage tank program.[42]

Government Code Section 65962.5

Section 65962.5 of the Government Code requires CalEPA to develop and update a list of hazardous waste and substances sites, known as the Cortese List. The Cortese List is used by state and local agencies and developers to comply with CEQA requirements. The Cortese List includes hazardous substance release sites identified by the Department of Toxic Substances Control (DTSC) and State Water Resources Control Board (SWRCB).[43]

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[41] United States Environmental Protection Agency. "Superfund: CERCLA Overview." Accessed November 13, 2020. https://www.epa.gov/superfund/superfund-cercla-overview.

[42] United States Environmental Protection Agency. "Summary of the Resource Conservation and Recovery Act." Accessed November 13, 2020. https://www.epa.gov/laws-regulations/summary-resource-conservation-and-recovery-act.

[43] California Environmental Protection Agency. "Cortese List Data Resources." Accessed November 13, 2020. https://calepa.ca.gov/sitecleanup/corteselist/.

Toxic Substances Control Act

The Toxic Substances Control Act (TSCA) of 1976 provides the EPA with authority to require reporting, record-keeping and testing requirements, and restrictions relating to chemical substances and/or mixtures. Certain substances are generally excluded from TSCA, including, among others, food, drugs, cosmetics, and pesticides. The TSCA addresses the production, importation, use, and disposal of specific chemicals including polychlorinated biphenyls (PCBs), asbestos, radon, and lead-based paint.

California Accidental Release Prevention Program

The California Accidental Release Prevention (CalARP) Program aims to prevent accidental releases of regulated hazardous materials that represent a potential hazard beyond the boundaries of a property. Facilities that are required to participate in the CalARP Program use or store specified quantities of toxic and flammable substances (hazardous materials) that can have off-site consequences if accidentally released. The Santa Clara County Department of Environmental Health reviews CalARP risk management plans as the CUPA.

Asbestos-Containing Materials

Friable asbestos is any asbestos-containing material (ACM) that, when dry, can easily be crumbled or pulverized to a powder by hand, allowing the asbestos particles to become airborne. Common examples of products that have been found to contain friable asbestos include acoustical ceilings, plaster, wallboard, and thermal insulation for water heaters and pipes. Common examples of non-friable ACMs are asphalt roofing shingles, vinyl floor tiles, and transite siding made with cement. The EPA phased out use of friable asbestos products between 1973 and 1978. National Emission Standards for Hazardous Air Pollutants (NESHAP) guidelines require that potentially friable ACMs be removed prior to building demolition or remodeling that may disturb the ACMs.

CCR Title 8, Section 1532.1

The United States Consumer Product Safety Commission banned the use of lead-based paint in 1978. Removal of older structures with lead-based paint is subject to requirements outlined by the Cal/OSHA Lead in Construction Standard, CCR Title 8, Section 1532.1 during demolition activities. Requirements include employee training, employee air monitoring, and dust control. If lead-based paint is peeling, flaking, or blistered, it is required to be removed prior to demolition.

4.9.1.2 *Existing Conditions*

The project site is not included on any lists compiled pursuant to Section 65962.5 of the Government Code.[44] There are no Leaking Underground Storage Tank (LUST) cleanup sites or other recognized environmental conditions in the project area that would impact the project site.[45]

[44] California Environmental Protection Agency. *Cortese List Data Resources.* Accessed October 15, 2020. https://calepa.ca.gov/sitecleanup/corteselist

[45] California State Water Resources Control Board. *Geotracker.* Accessed October 15, 2020. https://geotracker.waterboards.ca.gov

4.9.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	☐	☐	☒	☐
2) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	☐	☐	☒	☐
3) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	☐	☐	☐	☒
4) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	☐	☐	☐	☒
5) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, result in a safety hazard or excessive noise for people residing or working in the project area?	☐	☐	☒	☐
6) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	☐	☐	☒	☐
7) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?	☐	☐	☐	☒

Impact HAZ-1: The project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials. **(Less than Significant Impact)**

Construction

During construction, the proposed project would require some excavation and use of machinery on the site. Some potential for spills of oils and other solvents could occur during construction however, compliance with Cal/OSHA monitoring hazardous materials would reduce the potential for accidents to occur. The site is not identified on a hazardous waste cleanup site database and no recognized environmental conditions in the project area have been reported. Therefore, the excavation would not encounter hazardous materials that would need to be transported or disposed off-site.

Operational

The existing use of the project site is a school which does not require the use of hazardous materials with the exception of household cleaners in small quantities. Additionally, the new structures included in the proposed project would not be for the use or storage of hazardous material. Therefore, the proposed project would not create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials during operations.

Impact HAZ-2:	The project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment. **(Less than Significant Impact)**

The project site is used as a school and does not contain hazardous materials with the exception of household cleaners in small quantities. Foreseeable upset and accidents on-site would not have a significant risk of releasing hazardous materials and the proposed project would not add uses that would introduce further risk of hazardous material release. Therefore, the proposed project would not create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.

Impact HAZ-3:	The project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. **(No Impact)**

The project site is a school site which does not emit or handle hazardous or acutely hazardous materials, substances, or waste. The proposed project would add additional school buildings to the site and would not create sources of hazardous materials. Therefore, the proposed project would not emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school.

Impact HAZ-4:	The project would not be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, create a significant hazard to the public or the environment. **(No Impact)**

As stated above, the project site is not included on a list of hazardous materials sites. Therefore, the proposed project would not create a significant hazard to the public or environment as a result of an earlier hazardous waste spill.

Impact HAZ-5:	The project would not be located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport. The project would not result in a safety hazard or excessive noise for people residing or working in the project area. **(Less than Significant Impact)**

The proposed project would be constructed approximately one mile west of the Reid-Hillview Airport. The project site is located within the airport traffic pattern safety zone but is outside of the 60 dBA noise contour designated in the land use plan.[46] Although the school site is within two miles of the airport, the proposed project would not change the existing land use and would not expose people to a significant safety hazard or excessive noise created by the airport. Therefore, the proposed project would not result in a significant impact.

Impact HAZ-6:	The project would not impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan. **(Less than Significant Impact)**

Modification to the existing site would be made in accordance with current building and fire codes and the project would be signed off on by the State Architect to avoid unsafe building conditions. The proposed project would not impair or interfere with the implementation of the City's Emergency Operations Plan or any statewide emergency response or evacuation plans.

Impact HAZ-7:	The project would not expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires. **(No Impact)**

The project site is not located in a high fire severity zone.[47] The proposed project would not introduce additional population into an area where wildland fires represent a significant hazard. Therefore, the proposed project would not expose people or structures to risk of loss, injury, or death from wildfire and would result in a less than significant impact.

[46] Santa Clara County. Comprehensive Land Use Plan: Reid-Hillview Airport. October 24, 2007.
[47] California Department of Forestry and Fire Protection. Fire and Resource Assessment Program: Very High Fire Hazard Severity Zones in LRA. October 8, 2008. https://osfm.fire.ca.gov/media/5935/san_jose.pdf.

4.10 HYDROLOGY AND WATER QUALITY

4.10.1 Environmental Setting

4.10.1.1 *Regulatory Framework*

Federal and State

The federal Clean Water Act and California's Porter-Cologne Water Quality Control Act are the primary laws related to water quality in California. Regulations set forth by the EPA and the SWRCB have been developed to fulfill the requirements of this legislation. EPA regulations include the National Pollutant Discharge Elimination System (NPDES) permit program, which controls sources that discharge pollutants into the waters of the United States (e.g., streams, lakes, bays, etc.). These regulations are implemented at the regional level by the Regional Water Quality Control Boards (RWQCBs). The project site is within the jurisdiction of the San Francisco Bay RWQCB.

National Flood Insurance Program

The Federal Emergency Management Agency (FEMA) established the National Flood Insurance Program (NFIP) to reduce impacts of flooding on private and public properties. The program provides subsidized flood insurance to communities that comply with FEMA regulations protecting development in floodplains. As part of the program, FEMA publishes Flood Insurance Rate Maps (FIRMs) that identify Special Flood Hazard Areas (SFHAs). An SFHA is an area that would be inundated by the one-percent annual chance flood, which is also referred to as the base flood or 100-year flood.

Statewide Construction General Permit

The State Water Resources Control Board (SWRCB) has implemented an NPDES General Construction Permit for the State of California (Construction General Permit). For projects disturbing one acre or more of soil, a Notice of Intent (NOI) must be filed with the RWQCB by the project sponsor, and a Storm Water Pollution Prevention Plan (SWPPP) must be prepared by a qualified professional prior to commencement of construction and filed with the RWQCB by the project sponsor. The Construction General Permit includes requirements for training, inspections, record keeping, and, for projects of certain risk levels, monitoring. The general purpose of the requirements is to minimize the discharge of pollutants and to protect beneficial uses and receiving waters from the adverse effects of construction-related storm water discharges.

Regional and Local

San Francisco Bay Basin Plan

The San Francisco Bay RWQCB regulates water quality in accordance with the Water Quality Control Plan for the San Francisco Bay Basin (Basin Plan). The Basin Plan lists the beneficial uses that the San Francisco Bay RWQCB has identified for local aquifers, streams, marshes, rivers, and the San Francisco Bay, as well as the water quality objectives and criteria that must be met to protect these uses. The San Francisco Bay RWQCB implements the Basin Plan by issuing and enforcing waste discharge requirements, including permits for nonpoint sources such as the urban runoff

discharged by a City's stormwater drainage system. The Basin Plan also describes watershed management programs and water quality attainment strategies.

Municipal Regional Permit Provision C.3

The San Francisco Bay RWQCB re-issued the Municipal Regional Stormwater NPDES Permit (MRP) in 2015 to regulate stormwater discharges from municipalities and local agencies (co-permittees) in Alameda, Contra Costa, San Mateo, and Santa Clara Counties, and the cities of Fairfield, Suisun City, and Vallejo.[48] Under Provision C.3 of the MRP, new and redevelopment projects that create or replace 10,000 square feet or more of impervious surface area are required to implement site design, source control, and Low Impact Development (LID)-based stormwater treatment controls to treat post-construction stormwater runoff. LID-based treatment controls are intended to maintain or restore the site's natural hydrologic functions, maximizing opportunities for infiltration and evapotranspiration, and using stormwater as a resource (e.g. rainwater harvesting for non-potable uses). The MRP also requires that stormwater treatment measures are properly installed, operated, and maintained.

In addition to water quality controls, the MRP requires new development and redevelopment projects that create or replace one acre or more of impervious surface to manage development-related increases in peak runoff flow, volume, and duration, where such hydromodification is likely to cause increased erosion, silt pollutant generation, or other impacts to local rivers, streams, and creeks. Projects may be deemed exempt from these requirements if they do not meet the minimized size threshold, drain into tidally influenced areas or directly into the Bay, or drain into hardened channels, or if they are infill projects in subwatersheds or catchment areas that are greater than or equal to 65 percent impervious.

Water Resources Protection Ordinance and District Well Ordinance

Valley Water operates as the flood control agency for Santa Clara County. Their stewardship also includes creek restoration, pollution prevention efforts, and groundwater recharge. Permits for well construction and destruction work, most exploratory boring for groundwater exploration, and projects within Valley Water property or easements are required under Valley Water's Water Resources Protection Ordinance and District Well Ordinance.

Post-Construction Hydromodification Management (City Council Policy No. 8-14)

The City of San José's Policy No.8-14 implements the hydromodification management requirements of Provision C.3 of the MRP. Policy No. 8-14 requires new development and redevelopment projects that create or replace one acre or more of impervious surface area and are located within a subwatershed that is less than 65 percent impervious, to manage development-related increases in peak runoff flow, volume, and duration, where such hydromodification is likely to cause increased erosion, silt generation, or other impacts to local rivers, streams, and creeks. The policy requires these projects to be designed to control project-related hydromodification through a Hydromodification Management Plan (HMP). Projects that do not meet the minimum size threshold, drain into tidally influenced areas or directly into the Bay, or are infill projects in subwatersheds or

[48] MRP Number CAS612008

catchment areas that are greater than or equal to 65 percent impervious would not be subject to the HMP requirement.

Dam Safety

Since August 14, 1929, the State of California has regulated dams to prevent failure, safeguard life, and protect property. The California Water Code entrusts dam safety regulatory power to California Department of Water Resources, Division of Safety of Dams (DSOD). The DSOD provide oversight to the design, construction, and maintenance of over 1,200 jurisdictional sized dams in California.[49]

As part of its comprehensive dam safety program, Valley Water routinely monitors and studies the condition of each of its 10 dams. Valley Water also has its own Emergency Operations Center and a response team that inspects dams after significant earthquakes. These regulatory inspection programs reduce the potential for dam failure.

Construction Dewatering Waste Discharge Requirements

Each of the RWQCBs regulate construction dewatering discharges to storm drains or surface waters within its Region under the NPDES program and Waste Discharge Requirements.

Floodplain Ordinance – Municipal Code 17.08

City of San José Municipal Code 17.08 covers the requirements for building in various types of flood zones. This includes requirements for elevation, fill, flood passage, flood-proofing, maximum flow velocities, and utility placement for development within a floodplain, based on land use type.

4.10.1.2 *Existing Conditions*

Water Quality

The project site is located approximately 1.5 miles southwest of Thompson Creek and approximately 0.85 miles east of Coyote Creek. Drainage from the project site and surrounding area is collected by storm drains and discharged into Coyote Creek. According to the EPA[50] the water body is currently listed on the 303(d) list of impairment for toxicity.

Flooding

According to the FEMA Flood Insurance Rate Maps (FIRM),[51] the project site is located in Flood Zone D. Zone D is an area of undetermined but possible flood hazard that is outside the 100-year flood plain. The City of San José has no floodplain requirements for Zone D.

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[49] California Department of Water Resources, Division of Safety of Dams. https://water.ca.gov/Programs/All-Programs/Division-of-Safety-of-Dams#:~:text=Since%20August%2014%2C%201929%2C%20the,Safety%20of%20Dams%20(DSOD). Accessed November 13, 2020.

[50] United States Environmental Protection Agency. Waterbody Quality Assessment Report for 2016 Waterbody Report for Coyote Creek (Santa Clara Co.). 2016. Accessed February 8, 2021. https://iaspub.epa.gov/tmdl_waters10/attains_waterbody.control?p_au_id=CAR2053002119990218112824&p_cycle=2016&p_state=CA&p_report_type=.

[51] FEMA. Flood Insurance Rate Map: Santa Clara County Panel 254 of 830. Map Number 06085C0254H. May 18, 2009.

Dam Failure

The project site is not located in the Lexington Dam or Anderson Dam failure inundation hazard zones.[52,53]

Seiches, Tsunamis, and Mudflows

A seiche is the oscillation of water in an enclosed body of water such as a lake or the San Francisco Bay. There are no landlocked bodies of water near the project site that would affect the site in the event of a seiche.

A tsunami is a sea wave generated by an earthquake, landslide, or other large displacement of water in the ocean. There are no bodies of water near the project site that would affect the site in the event of a tsunami.[54]

A mudflow is the rapid movement of a large mass of mud formed from loose soil and water. The project site and surrounding area are relatively flat. The project site is not susceptible to mudflows.

4.10.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	☐	☐	☒	☐
2) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	☐	☐	☒	☐
3) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:	☐	☐	☒	☐
– result in substantial erosion or siltation on- or off-site;	☐	☐	☒	☐
– substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site;	☐	☐	☒	☐

[52] Santa Clara Valley Water District. "Anderson Dam Flood Inundation Maps." Accessed November 12, 2020. https://www.valleywater.org/sites/default/files/Anderson%20Dam%20Inundation%20Maps%202016.pdf.
[53] Santa Clara Valley Water District. "Lexington Dam Flood Inundation Maps." Accessed November 12, 2020. https://www.valleywater.org/sites/default/files/Lexington%20Dam%20Inundation%20Map%202016.pdf.
[54] Association of Bay Area Governments. "Tsunami Maps and Information." Accessed November 12, 2020. http://resilience.abag.ca.gov/tsunamis/.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
– create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or	☐	☐	☒	☐
– impede or redirect flood flows?	☐	☐	☒	☐
4) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	☐	☐	☒	☐
5) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	☐	☐	☒	☐

Impact HYD-1: The project would not violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality. **(Less than Significant Impact)**

Construction

The proposed project would require ground disturbance for the construction of foundations for the classrooms and other structures and expansion of the parking lot. Ground-disturbing activities would temporarily increase the amount of debris on-site and grading activities could increase erosion and sedimentation that could be carried by runoff into the San Francisco Bay. The project site is approximately eight acres in size; however, the proposed project would disturb less than one-acre of the total site; therefore, the project would not be required to obtain an NPDES General Permit for Construction Activities. The proposed project would disturb a soil area less than the threshold for the NPDES General Permit; therefore, the proposed project would not substantially degrade the water quality of surface or ground water during construction.

Post-Construction Impacts

Under existing conditions, the project site is 50 percent (approximately 175,290 square feet) covered with impervious surface area. Upon full build out of the proposed project, impervious surfaces on-site would increase to approximately 53 percent (186,402 square feet), a net increase of three percent. Construction of the project would result in the replacement of more than 10,000 square feet of impervious surface area, which would increase runoff on site, however; the project site is not under the jurisdiction of the San Francisco Bay RWQCB MRP and would not require drainage improvements for stormwater runoff associated with the proposed project. Project runoff would flow into existing stormwater drainage systems on-site or surrounding impervious areas.

Dewatering

The proposed project would not include substantial subsurface excavation and is not expected to encounter groundwater or require dewatering during construction.

Flood Flows

The project site is located in Flood Zone D, which does not have City requirements for development. The proposed project would not alter the existing site in a manner that would impede or significantly alter flood flows during a storm event.

Impact HYD-2:	The project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin. **(Less than Significant Impact)**

The proposed project is not located within a groundwater recharge area.[55] Additionally, the project proposes minor excavation for utilities that would not encounter groundwater and would not require dewatering. Therefore, the proposed project would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge.

Impact HYD-3:	The project would not substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would result in substantial erosion or siltation on- or off-site; substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or off-site; create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or impede or redirect flood flows. **(Less than Significant Impact)**

Drainage Pattern Impacts

The proposed project would increase impervious surfaces by approximately 11,112 square feet or three percent, which would increase runoff on the project site compared to existing conditions. The proposed project would utilize the existing drainage lines on-site and the runoff into pervious areas already on the project site to manage the additional runoff created by these new impervious surfaces. Additionally, the proposed project would incorporate water drainage features including catch basin filters and bio-swales to treat storm water before collection in underground storm water system. The site is located within a catchment or subwatershed with greater than or equal to 65 percent impervious surfaces. Therefore, the proposed project would not result in hydromodification off-site as a result of increased impervious surfaces.

[55] Santa Clara Valley Water District. Groundwater Management Plan. November 2016.

Storm Drainage Impacts

As mentioned previously, the project site is currently 50 percent covered with impervious surfaces. Under existing conditions, the storm drainage lines have sufficient capacity to serve the site. The impervious surfaces on-site would increase by approximately 11,112 square feet under project conditions which would result in an increase in stormwater runoff. The proposed project would tie into the existing on-site stormwater and impervious areas for stormwater flows. Therefore, through the incorporation of stormwater drainage, the proposed project would not result in significant impacts to stormwater systems.

Impact HYD-4:	The project would not risk release of pollutants due to project inundation in flood hazard, tsunami, or seiche zones. **(Less than Significant Impact)**

The project site is not located within a tsunami or seiche zone nor is the site within the dam inundation areas for the Lexington dam or Anderson dam. The flood hazard for the project site is undetermined but feasible. Within San José, there are no floodplain requirements for Zone D flood zones. Therefore, the proposed project would not risk the release of pollutants due to project inundation in flood hazard, tsunami, or seiche zones.

Impact HYD-5:	The project would not conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan. **(Less than Significant Impact)**

The proposed project would utilize existing stormwater facilities on-site; therefore, implementation of the project would not significantly impact water quality. The project site is not located within a groundwater recharge area and would not interfere with groundwater recharge. For these reasons, the project would not conflict with implementation of a water quality or groundwater management plan.

4.11 LAND USE AND PLANNING

4.11.1 Environmental Setting

4.11.1.1 *Existing Conditions*

Existing Land Uses

The 7.7-acre project site consists of one parcel (APN 491-20-014) in San José and is currently developed as a school. The project site is zoned Single-Family Residential (up to eight dwelling units per acre) and is designated Public/Quasi-Public under the General Plan. The site is surrounded by single and multi-family houses.

The Public/Quasi-Public designation is intended to provide for publicly serving uses. The publicly serving land uses within this district can include schools, colleges, research institutions, corporation yards, homeless shelters, libraries, fire stations, water treatment facilities, and other similar publicly oriented institutional land uses with associated incidental commercial uses supporting such publicly oriented institutional land uses. This designation may also accommodate private schools, daycare centers, hospitals, public utilities, and the facilities of any organization involved in the provision of public services consistent in character with established public land uses. Private community gathering facilities, including those used for religious assembly or other comparable assembly activity, may also be considered. The appropriate intensity of development can vary considerably depending on potential impacts on surrounding uses and the particular Public/Quasi-Public use developed on a site.

The purpose of the single-family residential district is to reserve land for the construction, use and occupancy of single-family subdivisions. The allowable density range for the R-1 district is one to eight dwelling units per acre.

Surrounding Land Uses

The surround area is entirely composed of single and multi-family housing units. Most of these units are single story, however the units located directly to the west are two-story units.

4.11.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Physically divide an established community?	☐	☐	☒	☐
2) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	☐	☐	☒	☐

Impact LU-1:	The project would not physically divide an established community. **(Less than Significant Impact)**

The proposed project is entirely located on the existing school site. This would not create new physical barriers or obstruct the flow of people through the adjacent established communities. Therefore, the proposed project would not result in the physical division of an established community and would have a less than significant impact.

Impact LU-2:	The project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect. **(Less than Significant Impact)**

The proposed project would comply with existing land use policies applicable to the school site and conditions of approval applicable to the project site. The project would not cause a significant environmental impact due to a conflict with plans, policies or regulation adopted for the purpose of avoiding or mitigating an environmental effect. In addition, the project would be reviewed for compliance with applicable land use plans and policies. Based on the above, the impact is less than significant

4.12 MINERAL RESOURCES

4.12.1 Environmental Setting

4.12.1.1 *Regulatory Framework*

State

Surface Mining and Reclamation Act

The Surface Mining and Reclamation Act (SMARA) was enacted by the California legislature in 1975 to address the need for a continuing supply of mineral resources, and to prevent or minimize the negative impacts of surface mining to public health, property, and the environment. As mandated under SMARA, the State Geologist has designated mineral land classifications in order to help identify and protect mineral resources in areas within the state subject to urban expansion or other irreversible land uses which would preclude mineral extraction. SMARA also allowed the State Mining and Geology Board (SMGB), after receiving classification information from the State Geologist, to designate lands containing mineral deposits of regional or statewide significance.

Pursuant to the mandate of the SMARA, the SMGB has designated the Communications Hill Area (Sector EE), bounded generally by the Southern Pacific Railroad, Curtner Avenue, SR 87, and Hillsdale Avenue as containing mineral deposits that are of regional significance as a source of construction aggregate materials. Neither the State Geologist nor the SMGB have classified any other areas in San José as containing mineral deposits of statewide significance or requiring further evaluation.

4.12.1.2 *Existing Conditions*

The San José 2040 General Plan did not identify any mineral resources within the area of the project site. The nearest mineral resources to the project site are located at Communication Hill, approximately 2.6 miles southwest of the project site.

4.12.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	☐	☐	☐	☒
2) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	☐	☐	☐	☒

Impact MIN-1:	The project would not result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state. **(No Impact)**

The project site does not contain mineral resources. The proposed project would not result in an impact on known mineral resources of regional or state value.

Impact MIN-2:	The project would not result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan. **(No Impact)**

The project site does not contain mineral resources. The proposed project would not result in an impact on known mineral resources of local value.

4.13 NOISE

4.13.1 Environmental Setting

4.13.1.1 *Background Information*

Noise

Factors that influence sound as it is perceived by the human ear, include the actual level of sound, period of exposure, frequencies involved, and fluctuation in the noise level during exposure. Noise is measured on a decibel scale, which serves as an index of loudness. The zero on the decibel scale is based on the lowest sound level that the healthy, unimpaired human ear can detect. Each 10 decibel increase in sound level is perceived as approximately a doubling of loudness. Because the human ear cannot hear all pitches or frequencies, sound levels are frequently adjusted or weighted to correspond to human hearing. This adjusted unit is known as the A-weighted decibel, or dBA.

Since excessive noise levels can adversely affect human activities and human health, federal, state, and local governmental agencies have set forth criteria or planning goals to minimize or avoid these effects. Noise guidelines are generally expressed using one of several noise averaging methods, including L_{eq}, DNL, or CNEL.[56] These descriptors are used to measure a location's overall noise exposure, given that there are times when noise levels are higher (e.g., when a jet is taking off from an airport or when a leaf blower is operating) and times when noise levels are lower (e.g., during lulls in traffic flows on freeways or in the middle of the night). L_{max} is the maximum A-weighted noise level during a measurement period.

Vibration

Ground vibration consists of rapidly fluctuating motions or waves with an average motion of zero. Vibration amplitude can be quantified using Peak Particle Velocity (PPV), which is defined as the maximum instantaneous positive or negative peak of the vibration wave. PPV has been routinely used to measure and assess ground-borne construction vibration. Studies have shown that the threshold of perception for average persons is in the range of 0.008 to 0.012 inches/second (in/sec) PPV.

4.13.1.2 *Regulatory Framework*

Federal

Federal Transit Administration Vibration Limits

The Federal Transit Administration (FTA) has developed vibration impact assessment criteria for evaluating vibration impacts associated with transit projects. The FTA has proposed vibration impact criteria based on maximum overall levels for a single event. The impact criteria for groundborne

[56] L_{eq} is a measurement of average energy level intensity of noise over a given period of time. Day-Night Level (DNL) is a 24-hour average of noise levels, with a 10 dB penalty applied to noise occurring between 10:00 PM and 7:00 AM. Community Noise Equivalent Level (CNEL) includes an additional five dB applied to noise occurring between 7:00 PM and 10:00 PM. Where traffic noise predominates, the CNEL and DNL are typically within two dBA of the peak-hour L_{eq}.

vibration are shown in Table 4.13-1 below. These criteria can be applied to development projects in jurisdictions that lack vibration impact standards.

Table 4.13-1: Groundborne Vibration Impact Criteria

Land Use Category	Groundborne Vibration Impact Levels (VdB inch/sec)		
	Frequent Event[1]	Occasional Events[2]	Infrequent Events[3]
Category 1: Buildings where vibration would interfere with interior operations	65	65	65 [4]
Category 2: Residences and buildings where people normally sleep	72	75	80
Category 3: Institutional land uses with primarily daytime use	75	78	83

Source: Federal Transit Administration. *Transit Noise and Vibration Assessment Manual.* September 2018.

Notes: [1] Frequent Events" is defined as more than 70 vibration events of the same source per day. Most rapid transit projects fall into this category.

[2] Occasional Events" is defined as between 30 and 70 vibration events of the same source per day. Most commuter trunk lines have this many operations.

[3] Infrequent Events" is defined as fewer than 30 vibration events of the same kind per day. This category includes most commuter rail branch lines.

[4] This criterion limit is based on levels that are acceptable for most moderately sensitive equipment such as optical microscopes. Vibration sensitive manufacturing or research should always require detailed evaluation to define the acceptable vibration levels. Ensuring low vibration levels in a building requires special design of HVAC systems and stiffened floors.

State and Local

California Building Standards Code

The CBC establishes uniform minimum noise insulation performance standards to protect persons within new buildings housing people, including hotels, motels, dormitories, apartments, and dwellings other than single-family residences. Title 24 mandates that interior noise levels attributable to exterior sources not exceed 45 L_{dn}/CNEL in any habitable room. Exterior windows must have a minimum Sound Transmission Class (STC) of 40 or Outdoor-Indoor Transmission Class (OITC) of 30 when the property falls within the 65 dBA DNL noise contour for a freeway or expressway, railroad, or industrial source.

City of San José

Envision San José 2040 General Plan

The 2040 General Plan includes noise compatibility guidelines for various land uses. For reference, these guidelines are provided in Table 4.13-1 below.

In addition, the following policies in the City's General Plan have been adopted for the purpose of reducing or avoiding impacts related to noise and are applicable to the project.

General Plan Policies – Noise and Vibration	
Noise and Vibration	
EC-1.1	Locate new development in areas where noise levels are appropriate for the proposed uses. Consider federal, state and City noise standards and guidelines as a part of new development review. Applicable standards and guidelines for land uses in San José include: <u>Interior Noise Levels</u> • The City's standard for interior noise levels in residences, hotels, motels, residential care facilities, and hospitals is 45 dBA DNL. Include appropriate site and building design, building construction and noise attenuation techniques in new development to meet this standard. For sites with exterior noise levels of 60 dBA DNL or more, an acoustical analysis following protocols in the City-adopted California Building Code is required to demonstrate that development projects can meet this standard. The acoustical analysis shall base required noise attenuation techniques on expected 2040 General Plan traffic volumes to ensure land use compatibility and 2040 General Plan consistency over the life of this plan. <u>Exterior Noise Levels</u> • The City's acceptable exterior noise level objective is 60 dBA DNL or less for residential and most institutional land uses (Table EC-1). The acceptable exterior noise level objective is established for the City, except in the environs of the Norman Y. Mineta San José International Airport, the Downtown Core Area, and along major roadways. For the remaining areas of the City, the following standards apply: o For new multi-family residential projects and for the residential component of mixed-use development, use a standard of 60 dBA DNL in usable outdoor activity areas, excluding balconies and residential stoops and porches facing existing roadways. There will be common use areas available to all residents that meet the 60 dBA exterior standard. Use noise attenuation techniques such as shielding by buildings and structures for outdoor common use areas. o For single-family residential uses, use a standard of 60 dBA DNL for exterior noise in private usable outdoor activity areas, such as back yards.

4.13.1.3 *Existing Conditions*

According to noise studies conducted for the San José 2040 General Plan FEIR, the project site is within a traffic noise contour of 60 to 70 dBA. The project site is surrounded by sensitive receptors on all sides because the area around the site is primarily residential properties. In addition, the project site is a school which contains sensitive receptors during operational hours.

4.13.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in:				
1) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	☐	☐	☒	☐
2) Generation of excessive groundborne vibration or groundborne noise levels?	☐	☐	☒	☐
3) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	☐	☐	☒	☐

Impact NOI-1:	The project would not result in generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies. **(Less than Significant Impact)**

Construction

The proposed project would require the use of construction equipment for the installation of the portables and construction of other project features. The equipment would be used in proximity to classrooms that would be occupied and close to housing near the site. The equipment may result in temporary increases in ambient noise which could exceed the standards established in the San José 2040 General Plan. The proposed project would integrate the following Conditions of Approval to reduce potential impacts resulting from construction noise.

Conditions of Approval

Project construction operations shall use best available noise suppression devices and techniques including, but not limited to the following:

- Limit construction hours to between 7:00 AM and 7:00 PM, Monday through Friday. No construction activities are permitted on the weekends at sites within 500 feet of a residence.
- Construct solid plywood fences around construction sites adjacent to operational business, residences, or other noise-sensitive land uses.
- Equip all internal combustion engine-driven equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment.

- Prohibit unnecessary idling of internal combustion engines.
- Locate stationary noise-generating equipment such as air compressors or portable power generators as far as possible from sensitive receptors. Construct temporary noise barriers to scree stationary noise-generating equipment when located near adjoining sensitive land uses.
- Utilize "quiet" are compressors and other stationary noise sources where technology exists.
- Control noise from construction workers' radios to a point where they are not audible at existing residences bordering the project site.
- Notify all adjacent business, residences, and other noise-sensitive land uses of the construction schedule, in writing, and provide a written schedule of "noisy" construction activities to adjacent land uses and nearby residences.
- If complaints are received or excessive noise levels cannot be reduced using the measures above, erect a temporary noise control blanket barrier along surrounding building facades that face the construction sites.
- Designate a "disturbance coordinator" who would be responsible for responding to any complaints about construction noise. The disturbance coordinator will determine the cause of the noise complaint (e.g., bad muffler, etc.) and will require that reasonable measures be implemented to current the problem. Conspicuously post a telephone number for the disturbance coordinator at the construction site and include it in the notice sent to neighbors regarding the construction schedule.

Through compliance with this condition, the proposed project would have a less than significant noise impact on sensitive receptors during construction.

Operations

The proposed project would not change the operations of the project site from the existing school operations, but it would result in an increase in students. Sources of noise would be located at similar points on the project site and would be created at similar intensities. Therefore, the proposed project would not create substantial operational noise and would have a less than significant impact on sensitive receptors.

Impact NOI-2:	The project would not result in generation of excessive groundborne vibration or groundborne noise levels. **(Less than Significant Impact)**

As stated above, construction equipment would be used in proximity to sensitive receptors. The proposed project would feature limited use of rollers or other high vibratory equipment. Examples of construction equipment that may be used for the proposed project and their associated vibration levels are included below in Table 4.13-2.

Table 4.13-2: Vibration Source Levels for Construction Equipment		
Equipment	**Approximate VdB at 25 feet**	**Approximate VdB at 50 feet**
Clam Shovel Drop	94	85
Hydromill in soil	66	57
Vibratory roller	94	85
Hoe Ram	87	78
Large Bulldozer	87	78
Caisson Drilling	87	78
Loaded Trucks	86	77
Jackhammer	79	70
Small bulldozer	58	49
Source: Illingworth and Rodkin, 199 Bassett Street Residential Mixed-Use Project Groundborne Vibration Assessment August 24, 2017		

According to the thresholds established in the FTA vibration assessment manual, the nearest uses to the proposed project would consist of Category 3: Institutional land uses with primarily daytime use. A majority of construction of the proposed project would occur at distances greater than 25 feet from surrounding structures, however, this may still result in vibratory levels which may exceed the threshold established by FTA for frequent or occasional events (30 to 70 events per day). Although some equipment may produce high vibration, the intensity of construction planned for the installation of structures would not result in more than 30 vibratory events per day utilizing high vibration equipment. Therefore, the proposed project would not create excessive groundbourne vibration or groundbourne noise levels and would have a less than significant impact.

Impact NOI-3: The project would not be located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport. The project would not expose people residing or working in the project area to excessive noise levels. **(Less than Significant Impact)**

The proposed project would be constructed approximately one mile west of the Reid-Hillview Airport. The project site is located within the airport traffic pattern safety zone but is outside of the 60 dBA noise contour designated in the land use plan.[57] Although the school site is within two miles of the airport, the proposed project would not experience noise levels exceeding the ambient noise from surrounding uses. Therefore, the proposed project would not expose people in the project area to excessive noise levels.

[57] Santa Clara County. Comprehensive Land Use Plan: Reid-Hillview Airport. October 24, 2007.

4.14 POPULATION AND HOUSING

4.14.1 Environmental Setting

4.14.1.1 *Regulatory Framework*

State

Housing-Element Law

State requirements mandating that housing be included as an element of each jurisdiction's general plan is known as housing-element law. The Regional Housing Need Allocation (RHNA) is the state-mandated process to identify the total number of housing units (by affordability level) that each jurisdiction must accommodate in its housing element. California housing-element law requires cities to: 1) zone adequate lands to accommodate its RHNA; 2) produce an inventory of sites that can accommodate its share of the RHNA; 3) identify governmental and non-governmental constraints to residential development; 4) develop strategies and a work plan to mitigate or eliminate those constraints; and 5) adopt a housing element and update it on a regular basis.[58] The City of San José Housing Element and related land use policies were last updated in 2015.

Regional and Local

Plan Bay Area 2040

Plan Bay Area 2040 is a long-range transportation, land-use, and housing plan intended support a growing economy, provide more housing and transportation choices, and reduce transportation-related pollution and GHG emissions in the Bay Area. Plan Bay Area 2040 promotes compact, mixed-use residential and commercial neighborhoods near transit, particularly within identified Priority Development Areas (PDAs).[59]

ABAG allocates regional housing needs to each city and county within the nine-county San Francisco Bay Area, based on statewide goals. ABAG also develops forecasts for population, households, and economic activity in the Bay Area. ABAG, MTC, and local jurisdiction planning staff created the Regional Forecast of Jobs, Population, and Housing, which is an integrated land use and transportation plan through the year 2040 (upon which Plan Bay Area 2040 is based).

4.14.1.2 *Existing Conditions*

The population of San José was estimated to be approximately 1,043,058 in January 2019 with an average of 3.20 persons per household.[60] The City currently has approximately 335,887 housing units

[58] California Department of Housing and Community Development. "Regional Housing Needs Allocation and Housing Elements" Accessed November 16, 2020. http://hcd.ca.gov/community-development/housing-element/index.shtml.
[59] Association of Bay Area Governments and Metropolitan Transportation Commission. "Project Mapper." http://projectmapper.planbayarea.org/. Accessed January 27, 2021.
[60] State of California, Department of Finance. "E-5 Population and Housing Estimates for Cities, Counties, and the State, 2011-2019." Accessed September 22, 2020. http://www.dof.ca.gov/Forecasting/Demographics/Estimates/E-5/.

and, by 2040, the City's population is projected to reach 1,445,000 with 472,000 households.[61] The City of San José currently has a higher number of employed residents than jobs (approximately 0.8 jobs per employed resident), but this trend is projected to reverse with full build out under the General Plan.

4.14.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?	☐	☐	☒	☐
2) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	☐	☐	☐	☒

Impact POP-1: The project would not induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure). **(Less than Significant Impact)**

The proposed project would expand the capacity of the school site by approximately 180 students and eight staff members. The increased capacity would not directly or indirectly induce unplanned population growth and, therefore, the proposed project would have a less than significant population and housing impact.

Impact POP-2: The project would not displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere. **(No Impact)**

The existing project site is occupied by a school and would continue to be used as a school with implementation of the project. The proposed project would not existing people or housing, necessitating the construction of replacement housing elsewhere.

[61] Center for the Continuing Study of the California Economy. "Projections of Jobs, Populations, and Households for the City of San José." August 2008. Accessed September 22, 2020. https://www.sanjoseca.gov/DocumentCenter/View/3326

4.15 PUBLIC SERVICES

4.15.1 Environmental Setting

4.15.1.1 *Regulatory Framework*

State

Government Code Section 66477

The Quimby Act (included within Government Code Section 66477) requires local governments to set aside parkland and open space for recreational purposes. It provides provisions for the dedication of parkland and/or payment of fees in lieu of parkland dedication to help mitigate the impacts from new residential developments. The Quimby Act authorizes local governments to establish ordinances requiring developers of new residential subdivisions to dedicate parks, pay a fee in lieu of parkland dedication, or perform a combination of the two.

Government Code Section 65995 through 65998

California Government Code Section 65996 specifies that an acceptable method of offsetting a project's effect on the adequacy of school facilities is the payment of a school impact fee prior to the issuance of a building permit. Government Code Sections 65995 through 65998 set forth provisions for the payment of school impact fees by new development by "mitigating impacts on school facilities that occur (as a result of the planning, use, or development of real property" (Section 65996[a]). The legislation states that the payment of school impact fees "are hereby deemed to provide full and complete school facilities mitigation" under CEQA (Section 65996[b]).

Developers are required to pay a school impact fee to the school district to offset the increased demands on school facilities caused by the proposed residential development project. The school district is responsible for implementing the specific methods for mitigating school impacts under the Government Code.

Regional and Local

Countywide Trails Master Plan

The Santa Clara County Trails Master Plan Update is a regional trails plan approved by the Santa Clara County Board of Supervisors. It provides a framework for implementing the County's vision of providing a contiguous trail network that connects cities to one another, cities to the county's regional open space resources, County parks to other County parks, and the northern and southern urbanized regions of the County. The plan identifies regional trail routes, sub-regional trail routes, connector trail routes, and historic trails.

4.15.1.2 *Existing Conditions*

Fire Protection Services

Fire protection services for the project site are provided by the San José Fire Department (SJFD). The SJFD currently consists of 33 fire stations, 32 engine companies, nine truck companies, three squad

units, and numerous specialty teams and vehicles.[62] The nearest fire station to the project site is Station No. 16 located at 2001 South King Road, approximately 900 feet northeast of the site.

The General Plan identifies a service goal of a total response time of eight minutes and a total travel time of four minutes or less for 80 percent of emergency incidents.

Police Protection Services

Police protection services for the project site are provided by the San José Police Department (SJPD). Officers are dispatched from police headquarters, located at 201 West Mission Street. Police headquarters is located approximately 4.1 miles northwest of the project site.

Schools

The project site is a school that currently serves 741 students.

Parks/Recreation

The City's Department of Parks, Recreation, and Neighborhood Services owns and maintains approximately 3,534 acres of parkland, including neighborhood parks, community parks, and regional parks.[63] The City currently operates 197 neighborhood parks, 51 community centers, nine regional parks, and over 61 miles of urban trails. The nearest park is Welch Park located about 0.5 miles to the east.

Libraries

The San José Public Library is the largest public library system between San Francisco and Los Angeles. The San José Public Library consists of one main library (Dr. Martin Luther King Jr. Library) and 24 branch libraries.[64] The nearest library to the project site is the Hillview Branch Library located approximately 0.8 miles northeast of the project site.

[62] City of San José. "City of San José Annual Report on City Services 2018-19." Accessed November 5, 2020. https://www.sanjoseca.gov/your-government/appointees/city-auditor/services-report
[63] Ibid.
[64] Ibid.

4.15.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services:				
1) Fire Protection?	☐	☐	☒	☐
2) Police Protection?	☐	☐	☒	☐
3) Schools?	☐	☐	☒	☐
4) Parks?	☐	☐	☒	☐
5) Other Public Facilities?	☐	☐	☒	☐

Impact PS-1: The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for fire protection services. **(Less than Significant Impact)**

The proposed project would expand the capacity of the existing school use. The project would not increase the population of the City, however, there would be additional buildings added to the site and an increase in students on-site which may increase the need for fire protection services. The San José 2040 General Plan EIR determined that fire services would not need expanded facilities to serve the build out of the General Plan. The proposed project would be consistent with the General Plan land use for the project site; therefore, the proposed project would not substantially increase the need for fire protection services and would not require new or physically altered governmental facilities.

Impact PS-2: The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for police protection services. **(Less than Significant Impact)**

The proposed project would expand the capacity of the existing school use. The project would not increase the population of the City, however, there would be additional buildings added to the site and an increase in students on-site which may increase the need for police protection services. The San José 2040 General Plan EIR determined that the existing police headquarters would need to be

expanded to accommodate for the planned growth. Construction of new police facilities would require supplemental environmental review but is not anticipated to have significant adverse environmental impacts. The proposed project would be consistent with the planned use for the site and would not expand the use of the site outside the General Plan use. Therefore, the proposed project, by itself, would not create new or physically altered governmental facilities, a need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts.

Impact PS-3:	The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for schools. **(Less than Significant Impact)**

The proposed project would expand the capacity of an existing school in the Alum Rock Union School District. The school district is expecting to expand by 1,579 students through full build out of the General Plan. The proposed project would provide capacity to support new students and would reduce impacts on other existing schools in the district. Therefore, the proposed project would not result in adverse physical impacts associated with the provision of new or physically altered school facilities.

Impact PS-4:	The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks. **(Less than Significant Impact)**

The proposed project would not increase the resident population of the project area, which is already accounted for in the San José 2040 General Plan. New students at the school would come from the existing resident population and would not increase the need for park space in this area or affect service ratios for the park space in the City. Therefore, the proposed project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for parks.

Impact PS-5:	The project would not result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for other public facilities. **(Less than Significant)**

The proposed project would increase the number of students on the project site, but this would not cause increased use of library facilities. As stated above the proposed project would not increase the resident population of the project area and, therefore, would not increase the need for library facilities to meet per capita goals in the San José 2040 General Plan. Therefore, the proposed project would have a less than significant impact on library facilities.

4.16 RECREATION

4.16.1 Environmental Setting

4.16.1.1 *Regulatory Framework*

State

Government Code Section 66477

The Quimby Act (included within Government Code Section 66477) requires local governments to set aside parkland and open space for recreational purposes. It provides provisions for the dedication of parkland and/or payment of fees in lieu of parkland dedication to help mitigate the impacts from new residential developments. The Quimby Act authorizes local governments to establish ordinances requiring developers of new residential subdivisions to dedicate parks, pay a fee in lieu of parkland dedication, or perform a combination of the two.

4.16.1.2 *Existing Conditions*

The City's Department of Parks, Recreation, and Neighborhood Services owns and maintains approximately 3,534 acres of parkland, including neighborhood parks, community parks, and regional parks.[65] The City currently operates 197 neighborhood parks, 51 community centers, nine regional parks, and over 61 miles of urban trails. The nearest park is Welch Park located about 0.5 miles to the east.

The school site itself does not provide public recreation areas and permission must be obtained for access to the site.

4.16.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	☐	☐	☒	☐
2) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?	☐	☐	☐	☒

[65] Ibid.

Impact REC-1:	The project would not increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated. **(Less than Significant Impact)**

The proposed project would not increase the use of park spaces near the project site. As stated above the proposed project would not increase the resident population of the area surrounding the project site and the existing population is already accounted for in General Plan allocation of park facilities. Therefore, the proposed project would not contribute to substantial physical deterioration of the facility and the proposed project would result in a less than significant impact.

Impact REC-2:	The project does not include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment. **(No Impact)**

The proposed project is constructing on-site playground facilities for private school use and does not include the construction or expansion of any public recreational facilities. Therefore, the proposed project would not have an adverse physical effect on the environment.

4.17 TRANSPORTATION

The information in this section is based on a Transportation Assessment prepared by Hexagon Transportation Consultants Inc. on January 19, 2021, included in Appendix B.[66]

4.17.1 Environmental Setting

4.17.1.1 *Regulatory Framework*

State

Regional Transportation Plan

MTC is the transportation planning, coordinating, and financing agency for the nine-county San Francisco Bay Area, including Santa Clara County. MTC is charged with regularly updating the Regional Transportation Plan, a comprehensive blueprint for the development of mass transit, highway, airport, seaport, railroad, bicycle, and pedestrian facilities in the region. MTC and ABAG adopted Plan Bay Area 2040 in July 2017, which includes a Regional Transportation Plan to guide regional transportation investment for revenues from federal, state, regional and local sources through 2040.

Senate Bill 743

SB 743 establishes criteria for determining the significance of transportation impacts using a vehicle miles traveled (VMT) metric intended to promote the reduction of GHG emissions, the development of multimodal transportation networks, and a diversity of land uses. Specifically, SB 743 requires analysis of VMT in determining the significance of transportation impacts. Local jurisdictions were required by Governor's Office of Planning and Research (OPR) to implement a VMT policy by July 1, 2020.

Regional and Local

Congestion Management Program

VTA oversees the Congestion Management Program (CMP), which is aimed at reducing regional traffic congestion. The relevant state legislation requires that urbanized counties in California prepare a CMP in order to obtain each county's share of gas tax revenues. State legislation requires that each CMP define traffic LOS standards, transit service standards, a trip reduction and transportation demand management plan, a land use impact analysis program, and a capital improvement element. VTA has review responsibility for proposed development projects that are expected to affect CMP-designated intersections.

[66] The Transportation Assessment was prepared based on a larger project consisting of the construction of 15 new classrooms, certification of four existing structures, an expanded playground, construction of a multi-purpose building, and reconfiguration of a parking lot. The proposed project is the construction of six new classrooms and certification of four existing structures. The proposed project is smaller in scope than the project assessed in the Transportation Assessment; therefore, the conclusions of the Transportation Assessment are valid.

Transportation Analysis Policy (City Council Policy 5-1)

As established in City Council Policy 5-1, Transportation Analysis Policy, the City of San José uses VMT as the metric to assess transportation impacts from new development.

If a project's VMT does not meet the established thresholds, mitigation measures would be required, where feasible. The policy also requires preparation of a Local Transportation Analysis to analyze non-CEQA transportation issues, including local transportation operations, intersection level of service, site access and circulation, and neighborhood transportation issues such as pedestrian and bicycle access and recommend transportation improvements. The VMT policy does not negate Area Development policies and Transportation Development policies approved prior to adoption of Policy 5-1; however, it does negate the City's Protected Intersection policy as defined in Policy 5-3.

4.17.1.2 *Existing Conditions*

Existing Roadway Network

Regional access to the project site is provided via Interstate 280 (I-280), Interstate 680 (I-680) and Highway 101 (US 101). Local access to the project site is provided via Story Road, Tully Road, South King Road, Ocala Avenue, Havana Drive, Lanai Avenue, Waverly Avenue, and Cunningham Avenue. These facilities are described below.

I-280/I-680 is an eight-lane freeway in the vicinity of the site. I-280 extends northward through San Francisco and southward to US 101 in San José. East of US 101, it transitions into I-680, which extends to Oakland. Access to and from the site is provided by the interchange at South King Road.

US 101 is an eight-lane freeway in the vicinity of the site. US 101 extends northward through San Francisco and southward to Los Angeles. Access to and from the site is provided by interchanges at Tully Road and Story Road.

South King Road is a four-lane arterial that runs in the north-south direction that provides access to the project site from I-680 to Havana Drive and Cunningham Avenue. The street has left-turn pockets provided at intersections, continuous sidewalks, on-street parking on both sides of the street, and a posted speed limit of 35 mph near the project site. South King Road extends north through Alum Rock Avenue where it transitions into North King Road and extends south to Aborn Road where it transitions into Silver Creek Road.

Story Road is a six-lane arterial that runs in an east-west direction in the vicinity of the site. Story Road provides access to the site from US 101 via a full interchange and a signalized intersection with South King Road. Story Road has center medians with left-turn pockets, continuous sidewalks, and a posted speed limit of 35 mph. The road extends west to Senter Road where it transitions into Keyes Street and extends east to Fleming Avenue where it transitions into a neighborhood street.

Havana Drive/Ocala Avenue is a two-lane neighborhood street that runs in the east-west direction and provides access to the north side of the school campus via Lanai Avenue. It has continuous sidewalks, parking allowed on both sides of the street, and a posted speed limit of 25 mph. Havana Drive begins west of South King Road towards the site and extends east past South King Road transitioning into Ocala Avenue. Ocala Avenue is a four-lane road with a center turn lane, continuous

sidewalks, parking allowed on both sides of the street, and a posted speed limit of 35 mph. It extends to South White Road where it transitions into Marten Avenue.

Lanai Avenue is a two-lane neighborhood street that runs in the north-south direction. It has continuous sidewalks and parking allowed on both sides of the street. The street is separated into two segments near the school site. North of the school site, Lanai Avenue provides access from Havana Drive and has a posted speed limit of 15 mph. South of the school, Lanai Avenue provides access to the site from Tully Road and has a posted speed limit of 25 mph.

Waverly Avenue is a two-lane neighborhood street that runs in the east-west direction. The street extends east past South King Road and west to Lanai Avenue. Waverly Avenue provides access to the school via Lanai Avenue.

Cunningham Avenue is a two-lane neighborhood street that runs in the east-west direction. Cunningham Avenue extends west to the school and east past South King Road. It has continuous sidewalks, parking allowed on both sides of the street, and has a posted speed limit of 25 mph. Cunningham Avenue provides direct access to the south side of the school.

Existing Pedestrian Facilities

A complete network of sidewalks is present along the streets in the vicinity of the project site, including Waverly Avenue, Havana Drive, Lanai Avenue, and Cunningham Avenue. The school is located within a large single-family/multi-family residential area with sidewalks present along all surrounding streets.

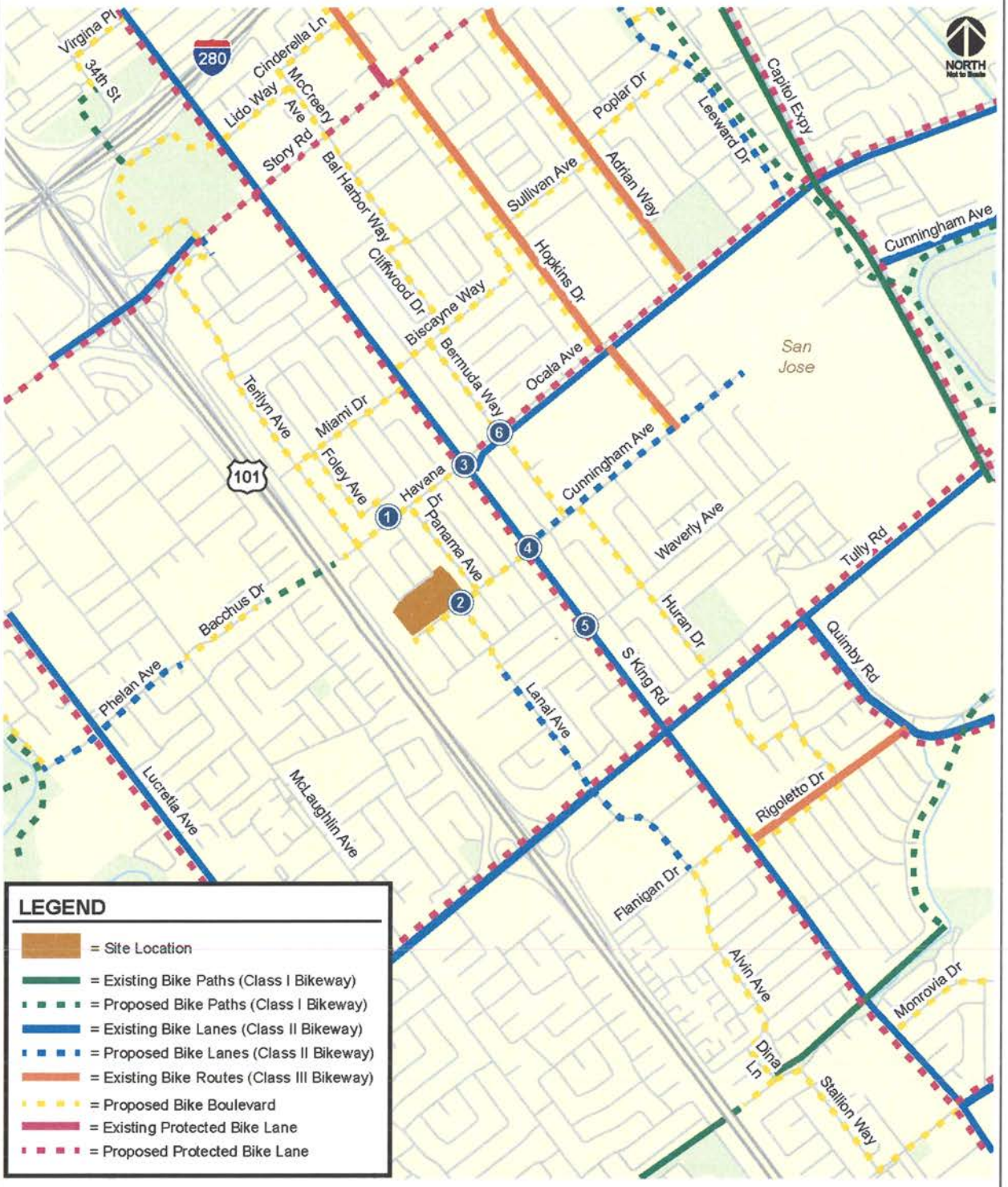
There are marked and signalized crosswalks located at the intersections of South King Road/Havana Drive and South King Road/Cunningham Avenue. Only a few marked and unsignalized crosswalks along Cunningham Avenue are located directly adjacent to the school. There are existing curb ramps at intersections within a half-mile of the project site, but most curb ramps are missing truncated domes and do not comply with Americans with Disabilities Act (ADA) guidelines. Aside from the lack of marked crosswalks and truncated domes, there is a large existing network of sidewalks and low speed residential streets providing pedestrians with relatively safe routes to the school.

Existing Bicycle Facilities

The bicycle facilities that exist within one mile of the project site (see Figure 4.17-1) include bike paths (Class I bikeway), bike lanes (Class II bikeway), bike routes (Class III bikeway), bicycle boulevards, and separated bike lanes (Class IV bike lane). Bike paths are bicycle facilities completely separated from streets. Bike lanes are lanes designated for use by bicycles with special lane marking, pavement legends, and signage. Bike routes are streets shared by bikes and motor vehicles. A bike boulevard is similar to a bike route in that bikes share the road with motor vehicles, but it is a low-speed, low-volume street which has been optimized for bicycle traffic.

Existing Transit Services

Existing transit service to the project site is provided by two local VTA (see Table 4.17-1) bus routes (Routes 22 and 77), which travel along South King Road. These routes are accessible via the bus stop located at the intersection of South King Road and Cunningham Avenue, approximately 1,000 feet



Source: Hexagon Transportation Consultants, Inc., January 19, 2021.

EXISTING AND PROPOSED BICYCLE FACILITIES | FIGURE 4.17-1

east of the project site. Transit service near the project site is temporarily reduced due to COVID-19 and shelter-in-place requirements.

Table 4.17-1: Existing Transit Service				
Bus Route	**Route Description**	**Closest Stop and Distance to Project Site**	**Weekday Hours of Operation[1]**	**Headway (Minutes)[1]**
Local Bus 77	Eastridge Transit Center- Milpitas Transit Center	South King Road and Cunningham Avenue, 1,000 feet	5:17 AM - 9:21 PM	20-25
Local Bus 22	Palo Alto Transit Center - Eastridge Transit Center	South King Road and Cunningham Avenue, 1,000 feet	5:21 AM - 1:48 AM	15
[1] Approximate weekday operation hours and headways during peak commute periods in the project area, as of December 2020.				

Site Access and Circulation

The school site is currently accessed by six driveways along Cunningham Avenue leading to three separate parking lots. Each parking lot has one inbound and one outbound driveway. The parking lot east of Lanai Avenue is the largest and is reserved for school staff. The other two parking lots are smaller. The school can also be accessed by a driveway from Lanai Avenue north of the project site leading to another small parking lot. In addition to the parking lots, the school also has two curbside drop-off zones. The drop-off zone along the north side of Cunningham Avenue extends from the faculty parking lot in the east to Sarasota Way in the west (approximately 200 feet long). The drop-off zone north of the school along the south side of Wayward Drive extends from Lanai Avenue in the east to Terilyn Avenue in the west (approximately 450 feet long).

The school site experiences congestion in both peak hours during drop-off and pick-up. The school currently uses a staggered schedule to disperse traffic, so it is not concentrated within at 15-20 minute period as is typical for other schools.

4.17.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian facilities?	☐	☐	☒	☐
2) Conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)?	☐	☐	☒	☐

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
3) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	☐	☐	☒	☐
4) Result in inadequate emergency access?	☐	☐	☒	☐

Impact TRN-1: The project would not conflict with a program, plan, ordinance, or policy addressing the circulation system, including transit, roadways, bicycle lanes, and pedestrian facilities. **(Less than Significant Impact)**

Circulation System and Roadways

During project operations, the proposed project would increase pick up and drop off. The additional drop off and pick-up traffic may result in delays due to backups at the driveways, however minor adjustments to the circulation on-site through the inclusion of cones at the driveway, would control traffic operations and prevent the interruption of operation of these roadways during drop off and pick up.

Transit

The VTA Local Routes 22 and 77 serve the vicinity of the school with approximately 15 to 25-minute headways during the AM and PM peak commute hours. Bus stops are located within a typical walking distance (one-quarter mile or five minutes) of the project site. The project is expected to generate a small increase in transit demand, which could be accommodated by the available capacity of the VTA bus service.

Bicycle lanes

The project site is near the bike lanes on King Road and the San José Better Bike Plan 2025 proposes a protected bike lane on King Road and bicycle boulevards on Havana Drive, Cunningham Avenue, and Lanai Avenue in the immediate vicinity of the school. The existing and proposed network of bicycle facilities exhibits is well connected to the residential neighborhoods near the school. The project would not remove any existing bicycle facilities and it would not conflict with any adopted plans or policies for new bicycle facilities.

Pedestrian Facilities

The school has safe routes to school features including school advance warning signs near the south and north entrances to the school, yellow crosswalks along Cunningham Avenue at Lanai Avenue, Cunningham Avenue at King Road, and Havana Drive at Lanai Avenue, and lowered speed limits. The proposed project would not alter the existing pedestrian facilities; therefore, the proposed project would not impact pedestrian access or conflict with existing plans.

Impact TRN-2:	The project would not conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b). **(Less than Significant Impact)**

According to the Transportation Analysis conducted by Hexagon, which analyzed a net increase of 390 students and 20 staff members on-site, the school land use operates similarly to local serving retail and would generate trips equivalent to approximately 19,000 square feet of retail space for the students and 10,000 square feet of office space for the staff. The San José Transportation Analysis Handbook identifies that a threshold for a less than significant VMT impact is less than 100,000 square feet of local serving retail and office projects which generate less than 110 trips daily. Because the proposed project would emulate conditions similar to these uses, which meet the screening criteria, and would result in only 180 students and eight staff members, the project would have a less than significant impact and would not conflict or be inconsistent with CEQA Guidelines Section 15064.3

Impact TRN-3:	The project would not substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment). **(Less than Significant Impact)**

The proposed project would design access points in compliance with the San José design guidelines for driveways and sight distance. The on-site circulation would introduce some additional congestion during pick up and drop off; however, the proposed project would not significantly increase the hazards at existing intersections and would create a less than significant impact.

Impact TRN-4:	The project would not result in inadequate emergency access. **(Less than Significant Impact)**

The proposed project would be designed with proper emergency access and would not alter the existing access points for emergency vehicles. The SJFD serves the project site, therefore the proposed project must comply with applicable fire department standards. City of San José Fire Code requires two-way driveways to provide at least 20 feet for fire access and one-way driveway to provide at least 14 feet for fire access. All existing school driveways meet this requirement and no new driveways are proposed. The SJFD requires that all portions of the buildings be within 150 feet of a fire department access road and requires a minimum of six feet clearance from the property line along all sides of the buildings. The north entrance of the school allows service access to the school asphalt courts in the center of the school, such that all school buildings would be within 150 feet of fire access. The school buildings are also setback more than six feet on all sides, meeting the San José Fire Code. Therefore, the proposed project would have a less than significant emergency vehicle access impact.

4.17.3 Non-CEQA Effects

While the evaluation of project CEQA impacts on the transportation system is based on VMT, in accordance with City San José Transportation Policy (Policy 5-1), the following discussion is included for informational purposes because City Council Policy 5-1 requires preparation of a Local

Transportation Analysis (LTA) to analyze non-CEQA transportation issues, including local transportation operations, intersection level of service, and parking (discussed below).

Roadway Operations

The City of San José level of service standard is LOS D for intersections within the city. Based on analysis of six intersections located near the project, all traffic operations would function at LOS D or better for the AM and PM peak hours under existing conditions and under the conditions of the proposed project, therefore the proposed project would not conflict with the level of service standard for San José intersections.

4.18 TRIBAL CULTURAL RESOURCES

4.18.1 Environmental Setting

4.18.1.1 *Regulatory Framework*

State

Assembly Bill 52

AB 52, effective July 2015, established a new category of resources for consideration by public agencies called Tribal Cultural Resources (TCRs). AB 52 requires lead agencies to provide notice of projects to tribes that are traditionally and culturally affiliated with the geographic area if they have requested to be notified. Where a project may have a significant impact on a tribal cultural resource, consultation is required until the parties agree to measures to mitigate or avoid a significant effect on a tribal cultural resource or until it is concluded that mutual agreement cannot be reached.

Under AB 52, TCRs are defined as follows:

- Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are also either:
    - Included or determined to be eligible for inclusion in the California Register of Historic Resources, or
    - Included in a local register of historical resources as defined in Public Resources Code Section 5020.1(k).
- A resource determined by the lead agency to be a TCR.

4.18.1.2 *Existing Conditions*

Native Americans occupied Santa Clara Valley and the greater Bay Area for more than 5,000 years. The exact time period of the Ohlone (originally referred to as Costanoan) migration into the Bay Area is debated by scholars. Dates of the migration range between 3000 B.C. and 500 A.D.

Regardless of the actual time frame of their initial occupation of the Bay Area and, in particular, Santa Clara Valley, it is known that the Ohlone had a well-established population of approximately 7,000 to 11,000 people with a territory that ranged from the San Francisco Peninsula and the East Bay, south through the Santa Clara Valley and down to Monterey and San Juan Bautista.

The Ohlone people were hunter/gatherers focused on hunting, fishing, and collecting seasonal plant and animal resources, including tidal and marine resources from San Francisco Bay. The customary way of living, or lifeway, of the Costanoan/Ohlone people disappeared by about 1810 due to disruption by introduced diseases, a declining birth rate, and the impact of the California mission system established by the Spanish in the area beginning in 1777.

Artifacts pertaining to the Ohlone occupation of San José have been found throughout the downtown area, and near local waterways including Coyote Creek, located approximately 0.85 miles west of the project site.

4.18.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
1) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k)?	☐	☐	☒	☐
2) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1? In applying the criteria set forth in subdivision (c) of Public Resources Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.	☐	☐	☒	☐

Impact TCR-1: The project would not cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k). **(Less than Significant Impact)**

Coyote Creek is located approximately 0.85 miles west of the project site, which is considered a highly sensitive area for prehistoric and archaeological deposits, including tribal cultural objects. No tribal cultural features, including sites, features, places, cultural landscapes or sacred places have been identified on or adjacent to the project site based on available information. Additionally, the project site has been previously developed and disturbed for the construction of the school and surrounding areas.

Assembly Bill 52 requires lead agencies to complete formal consultations with California Native American tribes during the CEQA process to identify tribal cultural resources that may be subject to significant impacts by a project. Where a project may have a significant impact on a tribal cultural resource, the lead agency's environmental document must discuss the impact and whether feasible alternatives or mitigation measures could avoid or substantially lessen the impact. This consultation requirement applies only if the tribes have sent written requests for notification of projects to the Lead Agency. In 2017, the City of San José sent a letter to tribal representatives in the area for participation in consultation for all ongoing, proposed, or future projects within the City's Sphere of

Influence or specific areas of the City. The Ohlone Tribe submitted a request in July of 2018 for notification of projects requiring a Negative Declaration, a Mitigated Negative Declaration, or an Environmental Impact Report that would involve ground-disturbing activities within the downtown area of the City of San José. The tribal representatives for the Ohlone Tribe, and other tribes known to have traditional lands and cultural places within the City of San José, however, no tribal representative has submitted a formal request under SB 52 for notification from the school district. Any subsurface artifacts found on-site would be addressed consistent with the conditions of approval. Therefore, the proposed project would have a less than significant impact on tribal cultural resources.

Impact TCR-2:	The project would not cause a substantial adverse change in the significance of a tribal cultural resource that is determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. **(Less than Significant Impact)**

See response to TCR-1 above.

4.19 UTILITIES AND SERVICE SYSTEMS

4.19.1 Environmental Setting

4.19.1.1 *Regulatory Framework*

State

State Water Code

Pursuant to the State Water Code, water suppliers providing water for municipal purposes to more than 3,000 customers or supplying more than 3,000 acre-feet (approximately 980 million gallons) of water annually must prepare and adopt an urban water management plan (UWMP) and update it every five years. As part of a UWMP, water agencies are required to evaluate and describe their water resource supplies and projected needs over a 20-year planning horizon, water conservation, water service reliability, water recycling, opportunities for water transfers, and contingency plans for drought events. The City of San José adopted its most recent UWMP in June 2016.

Assembly Bill 939

The California Integrated Waste Management Act of 1989, or AB 939, established the Integrated Waste Management Board, required the implementation of integrated waste management plans, and mandated that local jurisdictions divert at least 50 percent of solid waste generated (from 1990 levels), beginning January 1, 2000, and divert at least 75 percent by 2010. Projects that would have an adverse effect on waste diversion goals are required to include waste diversion mitigation measures.

Assembly Bill 341

AB 341 sets forth the requirements of the statewide mandatory commercial recycling program. Businesses that generate four or more cubic yards of garbage per week and multi-family dwellings with five or more units in California are required to recycle. AB 341 sets a statewide goal for 75 percent disposal reduction by the year 2020.

Senate Bill 1383

SB 1383 establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020 and a 75 percent reduction by 2025. The bill grants CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets and establishes an additional target that at least 20 percent of currently disposed edible food is recovered for human consumption by 2025.

California Green Building Standards Code

In January 2010, the State of California adopted the California Green Building Standards Code, establishing mandatory green building standards for all buildings in California. The code covers five categories: planning and design, energy efficiency, water efficiency and conservation, material conservation and resources efficiency, and indoor environmental quality. These standards include the

following mandatory set of measures, as well as more rigorous voluntary guidelines, for new construction projects to achieve specific green building performance levels:

- Reducing indoor water use by 20 percent;
- Reducing wastewater by 20 percent;
- Recycling and/or salvaging 50 percent of nonhazardous construction and demolition debris; and
- Providing readily accessible areas for recycling by occupants.

San José Zero Waste Strategic Plan/Climate Smart San José

The Climate Smart San Jose provides a comprehensive approach to achieving sustainability through new technology and innovation. The Zero Waste Strategic Plan outlines policies to help the City of San José foster a healthier community and achieve its Climate Smart San Jose goals, including 75 percent waste diversion by 2013 and zero waste by 2022. The Climate Smart San Jose also includes ambitious goals for economic growth, environmental sustainability, and enhanced quality of life for San José residents and businesses.

San José Sewer System Management Plan

The purpose of the Sewer System Management Plan (SSMP) is to provide guidance to the City in the operation, maintenance, and rehabilitation of the sewer assets of the City of San José. The SSMP includes construction standards and specifications for the installation and repair of the collection system and its associated infrastructure.

4.19.1.2 *Existing Conditions*

Water Supply

Water service is provided to the City of San José by three water retailers, SJW, the City of San José Municipal Water System, and the Great Oaks Water Company. Water service to the project site is provided by SJW. The service area of SJW is 139 square miles, including most of the cities of San José and Cupertino, the entire cities of Campbell, Monte Sereno, Saratoga, the Town of Los Gatos, and parts of unincorporated Santa Clara County. Potable water provided to the service area is sourced from groundwater, imported treated water and local surface water. The site is currently developed with a school. The site currently uses approximately 17,577 gallons of water per day (gpd).[67]

Wastewater Services

Wastewater from the City of San José is treated at the San José-Santa Clara Regional Wastewater Facility (the Facility) which is administered and operated by the City Department of Environmental Services. The Facility treats an average of 110 million gallons of wastewater per day and serves 1.4

[67] Water usage rates were calculated using CalEEMod Appendix D (Elementary School). CalEEMod. "Table 9.1: Water Use Rates." Accessed December 2020. http://www.aqmd.gov/docs/default-source/caleemod/caleemod-appendixd.pdf.

million residents.[68] The City generates approximately 69.8 million gallons per day (mgd) of dry weather sewage flow. The City's capacity allocation at the Facility is approximately 108.6 mgd, leaving the City with approximately 38.8 mgd of excess treatment capacity.

There is an existing six-inch sewer line along Cunningham Avenue. The San José 2040 General Plan FEIR states that average wastewater flow rates are approximately 70 to 80 percent of domestic water use and 85 to 95 percent of business use (assuming no internal recycling or reuse programs). For the purposes of this analysis, wastewater flow rates are assumed to be 95 percent of the total on-site water use. The existing buildings are estimated to generate approximately 16,698 gpd of wastewater.

Storm Drainage

The City of San José owns and maintains the municipal stormwater drainage system which serves the project site. The lines that serve the project site drain into Coyote Creek and carry stormwater from the storm drains into San Francisco Bay. The project site is approximately 0.85 miles east of Coyote Creek. There is no overland release of stormwater directly into any water body from the project site.

Currently, the project site is 50 percent (approximately 175,290 square feet) covered with impervious surfaces. There is an existing 60-inch storm drain line that runs along Cunningham Avenue which serves the project site.

Solid Waste

Santa Clara County's Integrated Waste Management Plan (IWMP) was approved by the California IWMB in 1996 and was reviewed in 2004 and 2007. Based on the IWMP, the County has adequate landfill capacity. In October 2007, the San José City Council adopted a Zero Waste Resolution which set a goal of 75 percent waste diversion by 2013 and zero waste by 2022. The City sends approximately 700,000 tons per year of solid waste to landfills, including 578,000 tons per year at landfill facilities in San José. The total permitted landfill capacity of the five operating landfills in the City is approximately 5.3 million tons per year. According to the IWMP, the County has adequate disposal capacity beyond 2030.[69]

All solid waste in San José is landfilled at Newby Island Sanitary Landfill (NISL). The City has an existing contract with NISL through December 31, 2041 with the option to extend the contract for as long as the landfill is open. The estimated closure date for NISL is 2041.[70] The City has an annual disposal allocation for 395,000 tons per year. As of December 2019, NISL had approximately 14.6 million cubic yards of capacity remaining.[71]

The site currently contains a school that generates approximately 370.5 pounds of solid waste per day.[72]

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[68] San José-Santa Clara Regional Wastewater Facility. Data Sheet. April 25, 2016. Accessed January 2021. https://www.sanjoseca.gov/home/showpublisheddocument?id=32061.
[69] Santa Clara County. Five-Year CIWMP/RAIWMP Review Report. June 2016.
[70] North, Daniel. General Manager, Republic Services. Personal communications. November 14, 2019.
[71] Ibid.
[72] CalRecycle. "Estimated Solid Waste Generation Rates." Accessed August 4, 2020. https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates. Based on the generation rate of 0.5 pounds per student per day for educational sites.

4.19.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project:				
1) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	☐	☐	☒	☐
2) Have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	☐	☐	☒	☐
3) Result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	☐	☐	☒	☐
4) Generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	☐	☐	☒	☐
5) Be noncompliant with federal, state, or local management and reduction statutes and regulations related to solid waste?	☐	☐	☒	☐

Impact UTL-1: The project would not require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects. **(Less than Significant Impact)**

The proposed project would expand school capacity and introduce approximately 180 additional students and eight staff members to the school site. This would increase the demand for water to approximately 21,846 gallons per day, a net increase of approximately 4,269 gallons per day.[73] The proposed project would connect to existing on-site utilities systems and would not require new or expanded water lines.

The proposed project is estimated to generate approximately 20,753 gallons per day of wastewater. The proposed project would connect to the existing sanitary sewer system serving the proposed

[73] (2,424 gallons per year indoor water use per student + 6,234 gallons per year outdoor water use per student) x 921 students / 365 days = 21,846 gallons per day

project via on-site pipes. The project would coordinate with the City of San José and comply with all applicable Public Works requirements to ensure sanitary sewer lines would have capacity for sewer services required by the proposed project. The proposed project would dispose of wastewater at the Facility which has adequate capacity to accommodate the increased demand created by the project. Since the proposed development is consistent with planned growth in the City, the project would require expansion or relocation of the existing City infrastructure.

Impervious surfaces on-site would increase by approximately three percent (11,112 square feet) under project conditions. The increase in stormwater is not substantial and the existing storm drainage system has sufficient capacity to support the current site conditions.

The project would comply with CALGreen and would be consistent with planned growth in the General Plan. The project would utilize existing utility connections to connect to the City's water, wastewater, storm drainage, electric, natural gas, and telecommunications facilities. Although the project would increase the demand on existing facilities in the City, relocation of existing or construction of new facilities would not be needed to serve the proposed project. As a result, the proposed project would have a less than significant impact on these facilities.

Impact UTL-2:	The project would not have insufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years. **(Less than Significant Impact)**

Water demand could exceed water supply with full build out of the General Plan during dry and multiple dry years after 2025. Existing regulations and proposed policies would substantially reduce demand resulting from current and future development. With implementation of the CALGreen requirements and the City's Green Building Policy, there would be sufficient water supplies available to serve the project and any reasonably foreseeable future development. The proposed project is consistent with General Plan land uses and would comply with policies and procedures regarding water supply and conservation. Therefore, the proposed project would have a less than significant impact on the availability of water resources.

Impact UTL-3:	The project would not result in a determination by the wastewater treatment provider which serves or may serve the project that it does not have adequate capacity to serve the project's projected demand in addition to the provider's existing commitments. **(Less than Significant Impact)**

The proposed project would be consistent with planned growth from build out of the General Plan. Development allowed under General Plan would not exceed the City's allocated capacity at the Facility; therefore, the Facility would have adequate capacity to serve the project's projected demand in addition to the Facility's existing commitments.

Impact UTL-4:	The project would not generate solid waste in excess of state or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals. **(Less than Significant Impact)**

The project would generate approximately 460.5 pounds of solid waste per day, a net increase of 90 pounds per day compared to existing conditions. As mentioned previously, NISL had approximately 14.6 million cubic yards of capacity remaining in December 2019. Given NISL's remaining capacity, the City's contract with NISL, the amount of waste the City disposes at NISL, and the amount of waste the project is estimated to generate, there is sufficient capacity at NISL to serve the project.

Additionally, the proposed project would be required to comply with existing federal, state, and local programs and regulations. Therefore, implementation of the proposed project would not generate solid waste exceeding state or local standards.

Impact UTL-5:	The project would not be noncompliant with federal, state, or local management and reduction statutes and regulations related to solid waste. **(Less than Significant Impact)**

Consistent with CALGreen requirements, the proposed project would be required to provide on-site recycling facilities, develop a construction waste management plan, salvage at least 50 percent of non-hazardous construction/demolition debris (by weight), and implement other waste reduction measures. Additionally, the estimated increases in solid waste generation from future development would be avoided through implementation of the City's Zero Waste Strategic Plan. The Zero Waste Strategic Plan, in combination with existing regulations and programs, would ensure that the proposed project would not result in significant impacts on solid waste disposal capacity exceeding state or local standards or in excess of NISL capacity.

4.20 WILDFIRE

4.20.1 Environmental Setting

4.20.1.1 *Regulatory Framework*

State

Fire Hazard Severity Zones

CAL FIRE is required by law to map areas of significant fire hazards based on fuels, terrain, weather, and other relevant factors. Referred to as Fire Hazard Severity Zones (FHSZs), these maps influence how people construct buildings and protect property to reduce risk associated with wildland fires. FHSZs are divided into areas where the state has financial responsibility for wildland fire protection, known as state responsibility areas (SRAs), and areas where local governments have financial responsibility for wildland fire protection, known as local responsibility areas (LRAs). Homeowners living in an SRA are responsible for ensuring that their property is in compliance with California's building and fire codes. Only lands zoned for very high fire hazard are identified within LRAs.

California Fire Code Chapter 47

Chapter 47 of the California Fire Code sets requirements for wildland-urban interface fire areas that increase the ability of buildings to resist the intrusion of flame or burning embers being projected by a vegetation fire, in addition to systematically reducing conflagration losses through the use of performance and prescriptive requirements.

California Public Resources Code Section 4442 through 4431

The California Public Resources Code includes fire safety regulations that restrict the use of equipment that may produce a spark, flame, or fire; require the use of spark arrestors on construction equipment that uses an internal combustion engine; specify requirements for the safe use of gasoline-powered tools on forest-covered land, brush-covered land, or grass-covered land; and specify fire suppression equipment that must be provided onsite for various types of work in fire-prone areas. These regulations include the following:

- Earthmoving and portable equipment with internal combustion engines would be equipped with a spark arrestor to reduce the potential for igniting a wildland fire (Public Resources Code Section 4442);
- Appropriate fire suppression equipment would be maintained during the highest fire danger period, from April 1 to December 1 (Public Resources Code Section4428);
- On days when a burning permit is required, flammable materials would be removed to a distance of 10 feet from any equipment that could produce a spark, fire, or flame, and the construction contractor would maintain appropriate fire suppression equipment (Public Resources Code Section 4427); and
- On days when a burning permit is required, portable tools powered by gasoline-fueled internal combustion engines would not be used within 25 feet of any flammable materials (Public Resources Code Section 4431).

California Code of Regulations Title 14

The California Board of Forestry and Fire Protection has adopted regulations, known as SRA Fire Safe Regulations, which apply basic wildland fire protection standards for building, construction, and development occurring in a SRA. The future design and construction of structures, subdivisions and developments in SRAs are required to provide for the basic emergency access and perimeter wildfire protection measures discussed in Title 14.

Fire Management Plans

CAL FIRE has developed an individual Unit Fire Management Plan for each of its 21 units and six contract counties. CAL FIRE has developed a strategic fire management plan for the Santa Clara County Unit, which covers the project area and addresses citizen and firefighter safety, watersheds and water, timber, wildlife and habitat (including rare and endangered species), unique areas (scenic, cultural, and historic), recreation, range, structures, and air quality. The plan includes stakeholder contributions and priorities and identifies strategic areas for pre-fire planning and fuel treatment as defined by the people who live and work with the local fire issues.

Local

San José Fire Department Wildland-Urban Interface Fire Conformance Policy

Buildings proposed to be built within the SJFD WUI shall comply with all WUI materials and construction methods per CBC Chapter 7A and CRC Section R337.[74] The applicant shall, prior to construction, provide sufficient detail to demonstrate that the building proposed to be built complies with this policy. Building Permit Plans are also to be approved by the SJFD.

4.20.1.2 *Existing Conditions*

The project site is located in a fully urbanized area of San José and the site is not located in a Very High Fire Severity Zone.[75]

4.20.2 Impact Discussion

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
1) Substantially impair an adopted emergency response plan or emergency evacuation plan?	☐	☐	☐	☒

[74] San José Fire Department. *Wildland-Urban Interface (WUI) Fire Conformance Policy.* January 1, 2017. Accessed February 8, 2021. https://www.sanjoseca.gov/Home/ShowDocument?id=9345.

[75] California Department of Forestry and Fire Protection. Fire and Resource Assessment Program: Very High Fire Hazard Severity Zones in LRA. October 8, 2008. Accessed February 8, 2021. https://osfm.fire.ca.gov/media/5935/san_jose.pdf.

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
2) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	☐	☐	☐	☒
3) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines, or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	☐	☐	☐	☒
4) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	☐	☐	☐	☒

The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones; therefore, the project would not result in wildfire impacts. **(No Impact)**

4.21 MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
1) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	☐	☐	☒	☐
2) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects.)	☐	☐	☒	☐
3) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	☐	☐	☒	☐

Impact MFS-1: The project does not have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. **(Less than Significant Impact)**

As stated in Section 4.4, Biology, the proposed project would result in less than significant impacts on biological resources and cultural resource. The proposed project would not substantially reduce the habitat of fish or wildlife species, nor would it cause fish or wildlife populations to drop below self-sustaining levels. Additionally, the proposed project would not threaten elimination of a plant or animal community and would not threaten the range of endangered species or plants.

As stated in Section 4.5, Cultural Resources, the proposed project would implement conditions of approval to avoid impacts with undiscovered historical or prehistoric resources, therefore, the proposed project would not eliminate important examples of these resources.

Impact MFS-2:	The project does not have impacts that are individually limited, but cumulatively considerable. **(Less than Significant Impact)**

Under Section 15065(a)(3) of the CEQA Guidelines, a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has potential environmental effects "that are individually limited, but cumulatively considerable." As defined in Section 15065(a)(3) of the CEQA Guidelines, cumulatively considerable means "that the incremental effects of an individual project are significant when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects."

The analysis found that the proposed project would have no impact on agricultural and forestry resources, mineral resources, and wildfires. The analysis also determined that the project would have a less than significant impact on aesthetics, air quality, energy, geology and soils, greenhouse gases, hazards and hazardous materials, hydrology and water quality, land use, noise, population and housing, public services, recreation, transportation, tribal cultural resources, and utilities. Because the project would have no significant project level impact on these resources, the project would not have a cumulative impact to these resources.

The project could impact nesting birds, similar to other nearby projects in San José. Mitigation measures were included to reduce nest disturbance to less than significant. As a result, the project would not have a cumulatively considerable impact on biological resources. The project could also impact unknown cultural resources that may be located on-site. The project would comply with conditions of approval were included to reduce impacts to these resources if they are encountered. Therefore, the project would not have a cumulatively considerable impact on cultural resources.

Impact MFS-3:	The project does not have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly. **(Less than Significant Impact)**

Consistent with Section 15065(a)(4) of the CEQA Guidelines, a lead agency shall find that a project may have a significant effect on the environment where there is substantial evidence that the project has the potential to cause substantial adverse effects on human beings, either directly or indirectly. Under this standard, a change to the physical environment that might otherwise be minor must be treated as significant if people would be significantly affected. This factor relates to adverse changes to the environment of human beings generally, and not to effects on particular individuals. While changes to the environment that could indirectly affect human beings would be represented by all of the designated CEQA issue areas, those that could directly affect human beings include air quality, hazardous materials, and noise. Implementation of applicable regulations, and conditions of approval would reduce the impacts to a less than significant level. No other direct or indirect adverse effects on human beings have been identified.

SECTION 5.0 REFERENCES

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SECTION 6.0 LEAD AGENCY AND CONSULTANTS

6.1 LEAD AGENCY

Alum Rock Union School District
School District

6.2 CONSULTANTS

David J. Powers & Associates, Inc.
Environmental Consultants and Planners

SECTION 7.0 ACRONYMS AND ABBREVIATIONS

CDFW	California Department of Fish and Wildlife
CEQA	California Environmental Quality Act
EIR	Environmental Impact Report
MND	Mitigated Negative Declaration
NOD	Notice of Determination
RWQCB	Regional Water Quality Control Board
USFWS	United States Fish and Wildlife Service

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: May 21, 2021

Subject: Expulsion plan for expelled students between the Santa Clara County Office of Education and the Alum Rock Union Elementary School District for the implementation of Education Codes §489161.1 and §48926

Staff Analysis: Educational programs within Santa Clara County provide numerous opportunities for students who are in need of traditional and/or alternative education programs. While individual school districts offer a broad spectrum of services and the County Office of Education offers additional options, this combination provides a continuum to expelled students.

Recommendation: Staff recommends approval of the submitted 2021-2024 Expulsion Plan for expelled students.

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

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

To the Board of Trustees:

Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

THREE YEAR EXPULSION PLAN BETWEEN THE

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

&

SANTA CLARA COUNTY OFFICE OF EDUCATION

FOR THE

IMPLEMENTATION

OF

EDUCATION CODES
§48916.1 AND §48926

2021-2024

Developed by

Alum Rock Union Elementary School District Student Services Department
2930 Gay Ave
San Jose, CA 95127

INTRODUCTION

Educational programs within Santa Clara County provide numerous opportunities for students who are in need of traditional and/or alternative education programs. While individual school districts offer a broad spectrum of services and the County Office of Education offers additional options, this combination provides a continuum of alternatives to expelled students.

A student whose behavior has resulted in expulsion is provided a rehabilitation plan designed by the Alum Rock Union Elementary School District's Student Services Division. This plan may involve one or more of the options outlined. A student who is simply in need of an educational alternative may also access these programs through the Alum Rock Union Elementary School District and/or Santa Clara County Office of Education referral process.

California Education Code (EC) Section 48926 requires county superintendents, in conjunction with superintendents of the school districts within the county, to develop a plan for providing educational services to all expelled students in that specific county. The plan is to be approved by each local governing board as well as by the county board of education. The plans are then submitted to the State Superintendent of Public Instruction. A triennial update is required.

EDUCATION CODES

Education Code §48926

Each county superintendent of schools in counties that operate community schools pursuant to Section 1980, in conjunction with superintendents of the school districts within the county, shall develop a plan for providing education services to all expelled pupils in that county. The plan shall be adopted by the governing board of each school district within the county and by the county board of education.

The plan shall enumerate existing educational alternatives for expelled pupils; identify gaps in education services to expelled pupils, and strategies for filing those service gaps. The plan shall also identify alternative placements for pupils who are expelled and placed in district community day school programs, but who fail to meet the terms and conditions of their rehabilitation plan or who pose a danger to other district pupils, as determined by the governing board.

Each county superintendent of schools, in conjunction with the superintendents of the school districts, shall submit to the Superintendent of Public Instruction the county plan for providing educational services to all expelled pupils in the county no later than June 30, 1997 and shall submit a triennial update of the plan to the Superintendent of Public Instruction, including the outcome data pursuant to Section §48916.1 on June 30th thereafter.

Education Code §48916.1

a) At the time an expulsion of a pupil is ordered, the governing board of the school district shall ensure that an educational program is provided to the pupil who is subject to the expulsion order for the period of the expulsion. Except for pupils expelled pursuant to subdivision (d) of section 48915, the governing board of a school district is required to implement the provisions of this section only to the extent funds are appropriated for this purpose in the annual Budget Act or other legislation, or both.

b) Notwithstanding any other provision of law, any educational program provided pursuant to subdivision (a) may be operated by the school district, the county superintendent of schools, or a consortium of districts or in joint agreement with the county superintendent of schools.

c) Any educational program provided pursuant to subdivision (b) may not be situated within or on the grounds of the school from which the pupil was expelled.

(d) If the pupil who is subject to the expulsion order was expelled from any of Kindergarten or grades 1 to 6, inclusive, the educational program provided pursuant to subdivision (b) may not be combined or merged with educational programs offered to pupils in any of grades 7 to 12 inclusive. The district or county program is the only program required to be provided to expelled pupils as determined by the governing board of the school district. This subdivision, as it relates to the separation of pupils by grade levels, does not apply to community day schools offering instruction in any of Kindergarten and grades 1 to 8, inclusive, and established in accordance with Section 48660.

(e) (1) Each school district shall maintain the following data.

(A) The number of pupils recommended for expulsion
(B) The grounds for each recommended expulsion.
(C) Whether the pupil was subsequently expelled.
(D) Whether the expulsion order was suspended.
(E) The type of a referral made after the expulsion.
(F) The disposition of the pupil after the end of the period of the expulsion.

(2) The Superintendent may require a school district to report this data as part of the coordinated compliance review. If a school district does not report outcome data as required by this subdivision, the Superintendent may not apportion any further money to the school district pursuant to Section 48664 until the school district is in compliance with this subdivision. Before withholding the apportionment of funds to a school district pursuant to this subdivision, The Superintendent shall give written notice to the governing board of the school district that the school district has failed to report the data required by paragraph (1) and that the district has 30 calendar days from the date of the written notice of noncompliance to report the requested data and thereby avoid withholding of the apportionment of funds.

(f) If the county superintendent of schools is unable for any reason to serve the expelled pupils of a school district within the county, the governing board of that school district may enter into an agreement with a county superintendent of schools in another county to provide education services for the district's expelled pupils.

CURRENT INTERVENTIONS UTILIZED PRIOR to SUSPENSION or EXPULSION

Alum Rock has seen a significant decline in the number of suspensions and expulsions in the last three years. Prior to the student being suspended, schools implement other means of correction actions specific to the type of offense committed and that address each students' individual needs. Examples of other means of correction include, but are not limited to, a parent conference, student counseling, participation in a social skills group, behavior contracts, mentoring support, research projects & presentations, restorative circles.

Eleven schools in the district are implementing the school wide intervention program Positive Behavior Interventions & Supports (PBIS).

The District is currently developing a Multi-Tiered Systems of Support (MTSS) framework to be used district wide. This framework will be used to support students with academic as well as with social emotional and behavioral needs. In an effort to be consistent across the district with discipline and restorative practices.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT EXISTING PLAN FOR EXPELLED YOUTH

Alum Rock School District, located within Santa Clara County, offers the following options for expelled youth, depending on the specific offense and Education Code violation:

1) Suspended expulsion with placement on a different campus within the District.

2) Expulsion with referral and release to the Santa Clara County Office of Education and Community School/Day Center Program.

3) Placement in another public school or charter school, with consent from all parties.

Actual referral to such a placement is made by Alum Rock's Board of Trustees or through District recommendation from the Expulsion Hearing Panel, SARB, or a similar district referral process.

Recommendations for expelled students and placement take the following information into consideration:

- The student's age
- The student's academic, attendance and discipline history
- Parental involvement in the student's rehabilitation plan

DISTRICT GAPS AND STRATEGIES IN EDUCATIONAL SERVICES

There are three gaps that exist with respect to providing educational services to expelled pupils.

1. It is possible under Education Code §48916.1 (a) that a student would not be expelled. As an example, a student who has been expelled from Alum Rock under Education Code §48915 and referred to either a County operated Community School program could commit another violation of Education Code §48915 and ultimately be referred back to Alum Rock.

   District Strategy for addressing this gap:
   The status of the student will be reviewed by a District team. If appropriate the student may be referred to another Community School or an Independent Study Program. If Special education needs exist, the IEP team would convene to determine placement for the student the least restrictive environment.

2. Students in grades one through six who are expelled do not have the same educational options available as do expelled youth who are grades seven through twelve due to limited numbers of students who are expelled in these lower grades. Younger students cannot attend the programs designed for middle or high school students. Though the numbers are growing, these are generally not enough to comprise an elementary school classroom or program.

   District strategy for addressing this gap:
   Students will attend a regional program or be referred to a different elementary school site within the district.

3. Transportation to appropriate programs may be an issue for some families. Many parents work and do not have the time or financial resources to transport their child across town to attend a community school.

   District strategy for addressing this gap:
   Bus passes are offered to the students as well as to an adult should a parent want to accompany their child to and from school.

COUNTY AND DISTRICT ALTERNATIVE PLACEMENTS

The district of residence continues to maintain responsibility for the expelled student. A rehabilitation plan is developed for the student and the student is referred to an appropriate educational setting either within or outside the school district.

Expelled students who are placed in an educational setting within the district and who fail to meet the terms and conditions of their rehabilitation plan may be referred to a different school, another district, or the Santa Clara County Office of Education Community School.

Expelled students who are referred to Santa Clara County Office of Education Community School shall develop an Individual Learning Plan with the students' parents and County of Education Staff. Part of this plan may include a goal of returning to the school district of residence after the district expulsion term. If students are not successful in the county-operated program, they are referred back to the district for review and replacement. The Director of the Student Services Department meets with the student and his/her family to discuss options.

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

10.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **2019-2020 and 2020-2021 Student Performance on State and Local Academic Assessments and Analysis of Learning Loss**

Staff Analysis: The purpose of the presentation is to inform the community about students' academic progress and learning gaps impacted by the COVID-19 pandemic. For the Spring 2021 administration of academic testing, LEAs were given flexibility in assessments and academic measures. Alum Rock determined the SBAC test was not a viable option in accordance to the CDE and Department of Education guidelines. Alum Rock used local assessments to determine the progress of our pupils.

Information/Presentation

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

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

Information Only

10.02
Agenda Placement

Hilaria Bauer, Ph.D, Superintendent

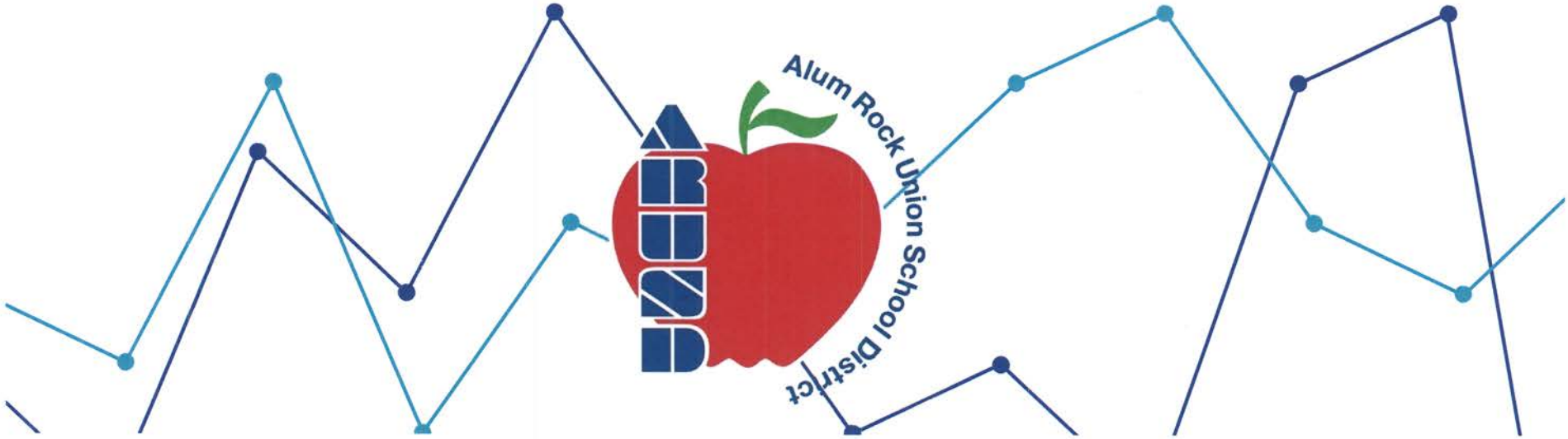
DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ARUSD Spring Assessment Data

2020 - 2021 Assessment Data



Remote Testing During a Pandemic

Fall 2020

Initial ELPAC window extended from 30 to 75 days

Fall 2020

Students in grades 2nd-8th take Diagnostic 1 in ELA and Math

Winter 2021

Students in grades 2nd-8th take Diagnostic 2 in ELA and Math

English Learners begin Summative ELPAC

Spring 2021

Students in grades 2nd-8th take Diagnostic 3 in ELA and Math

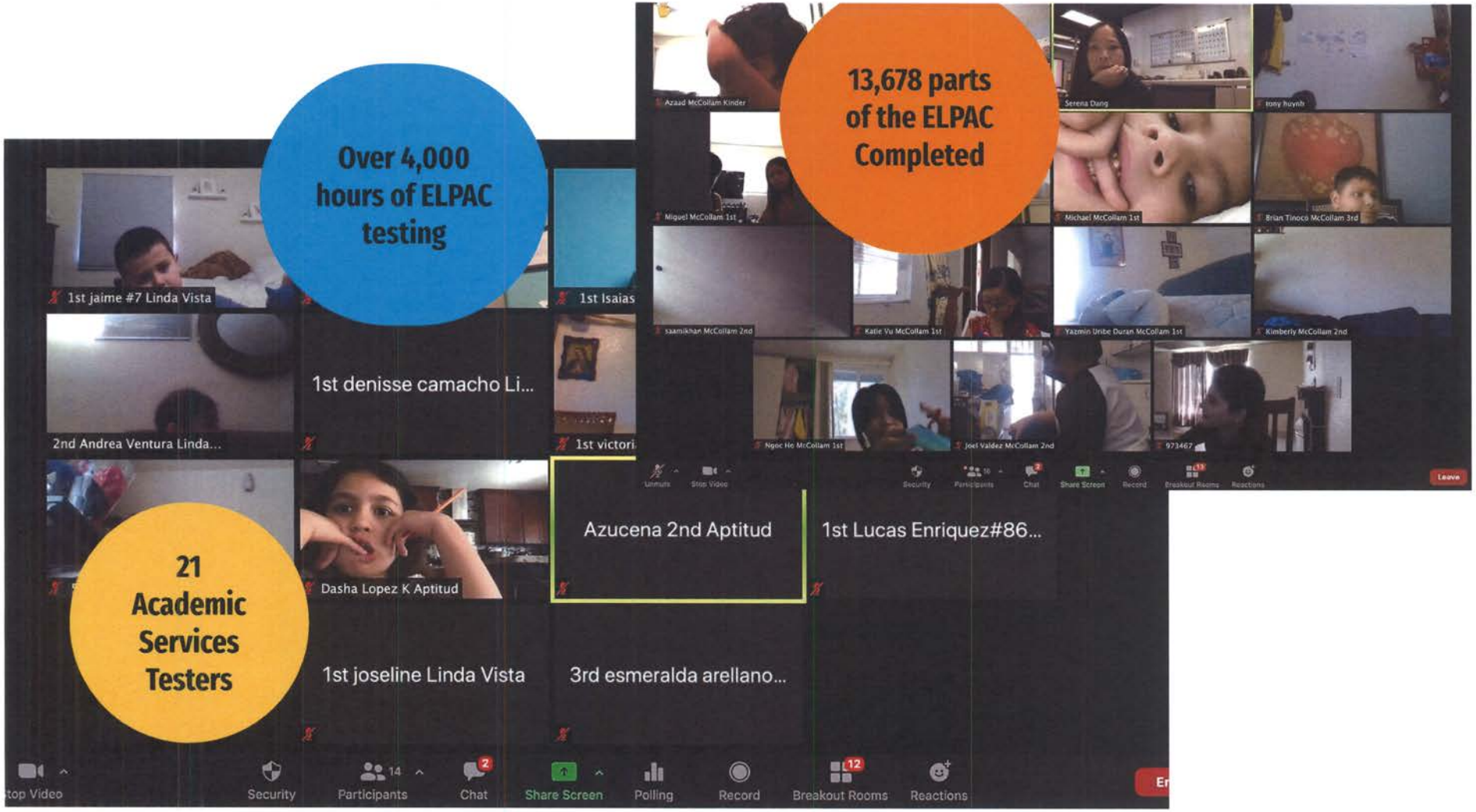
English Learners continue Summative ELPAC

ELPAC - Initial and Summative

Tested 542 students on the Initial ELPAC (continue testing for students who are newly enrolled or TK students when they turn 5). Tested 3,414 students on the Summative ELPAC.

For Initial and Summative testing - we administered all components (speaking, reading, listening, and writing) using hybrid (remote and in-person) administration.




Over 4,000 hours of ELPAC testing
13,678 parts of the ELPAC Completed
21 Academic Services Testers
1st jaime #7 Linda Vista
1st Isaias
1st denisse camacho Li...
2nd Andrea Ventura Linda...
1st victori
Dasha Lopez K Aptitud
Azucena 2nd Aptitud
1st Lucas Enriquez#86...
1st joseline Linda Vista
3rd esmeralda arellano...
Azaad McCollam Kinder
Serena Dang
Tony huynh
Miguel McCollam 1st
Michael McCollam 1st
Brian Tinoco McCollam 3rd
saamikhan McCollam 2nd
Katie Vu McCollam 1st
Yazmin Uribe Duran McCollam 1st
Kimberly McCollam 2nd
Ngoc Ho McCollam 1st
Joel Valdez McCollam 2nd
973467
Unmute
Stop Video
Security
Participants
Chat
Share Screen
Record
Breakout Rooms
Reactions
Leave
Stop Video
Security
Participants
14
Chat
2
Share Screen
Polling
Record
Breakout Rooms
12
Reactions

Background - Academic Testing

- In April 2021, The Department of Education and the California Department of Education released the Spring Administration Flexibility Guidelines
  - Alum Rock determined the SBAC, CAST, CAA, and CSA were not viable options for our students

Assessment	Who Takes Assessment	Plan for Spring 2021
SBAC (Smarter Balanced ELA and Mathematics	3rd-8th grade students	ARUSD will administer Fastbridge instead
California Alternate Assessments (ELA, Mathematics, and Science)	Students with most significant cognitive disabilities in grades 3-8	CAA is not a viable option for students
California Science Test (CAST)	5th and 8th graders	CAST is not a viable option for students
Summative ELPAC	All English Learners	Continue Summative ELPAC administration (window extended)

CAASPP Administration Challenges

With the Spring Flexibility Guidelines, Alum Rock determined CAASPP administration was not a viable option for Spring assessments due to:

- Connectivity challenges
- Secure browser challenges
- Changes in distance learning/in-person instruction schedules

Local Assessments 2020 - 2021



TK - 1st

A series of foundational skills assessments on the ESGI platform

Screening 2nd-8th

Students take FASTbridge assessments in math and reading

Reading Levels

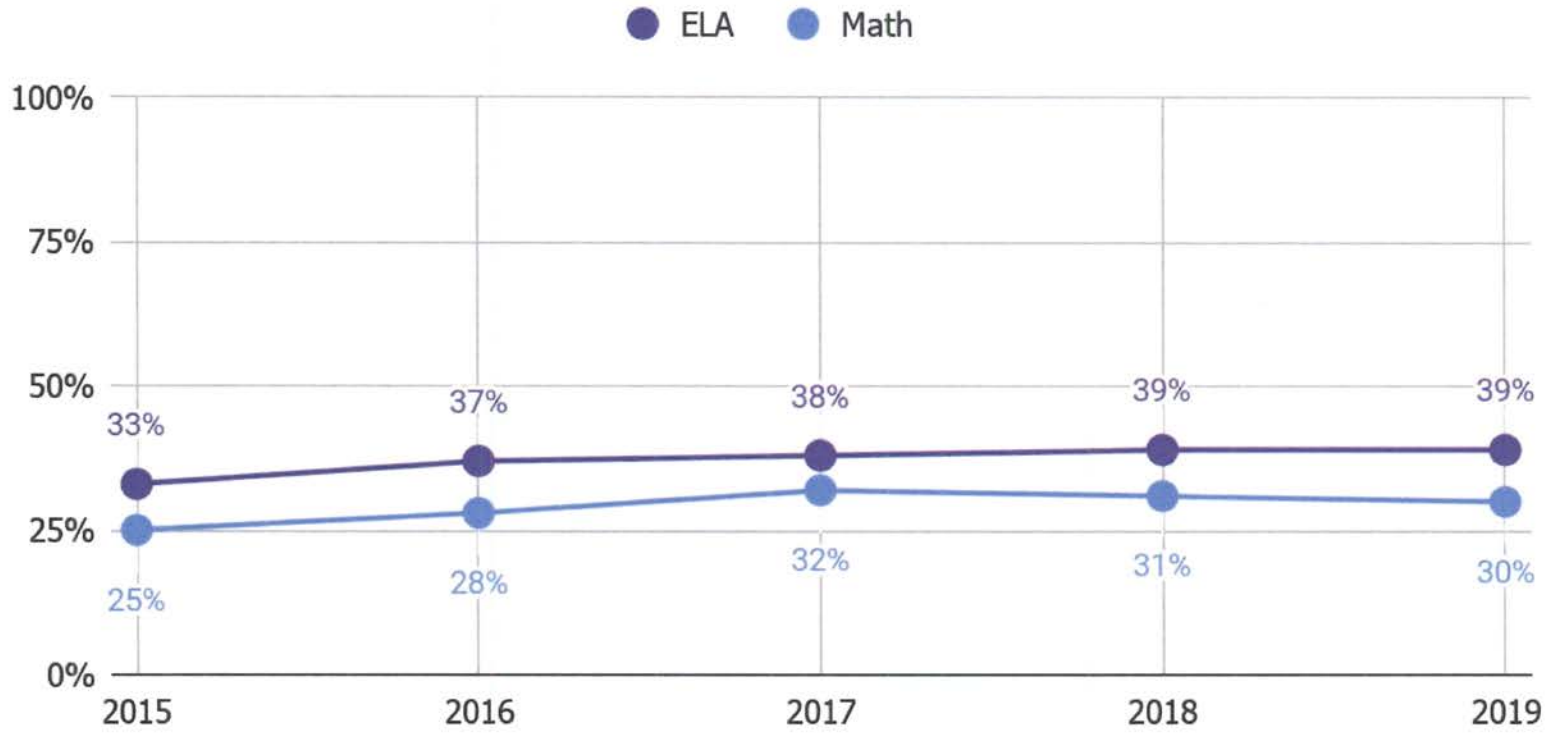
Teachers administered one-on-one assessments to K-5th graders

SEL Data

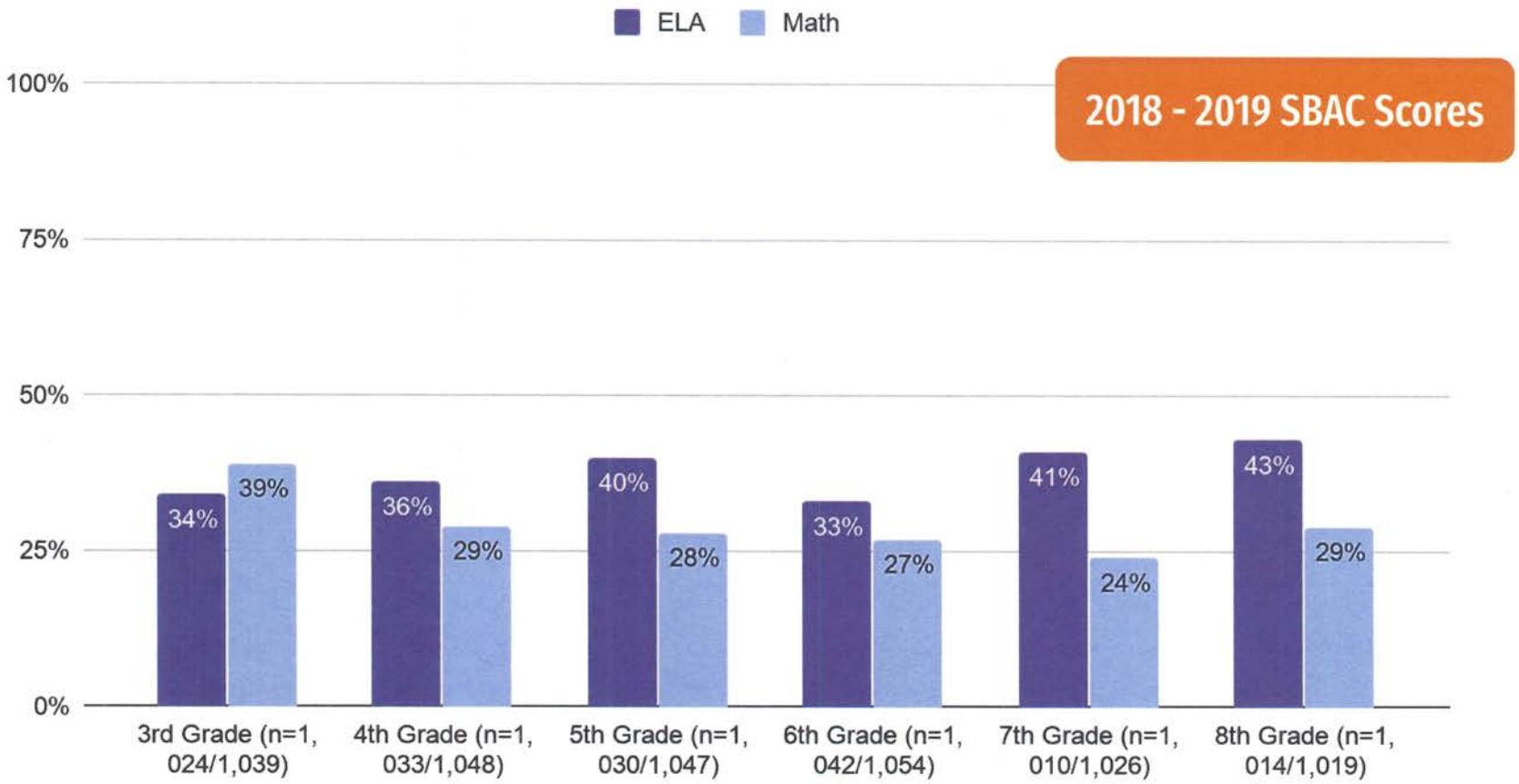
Students in grades 3rd-8th took the Panorama survey two times (Fall and Spring)

Data Question: How did our students do on the last SBAC assessment?

2019 ARUSD Percent of Students Meeting/Exceeding Standard

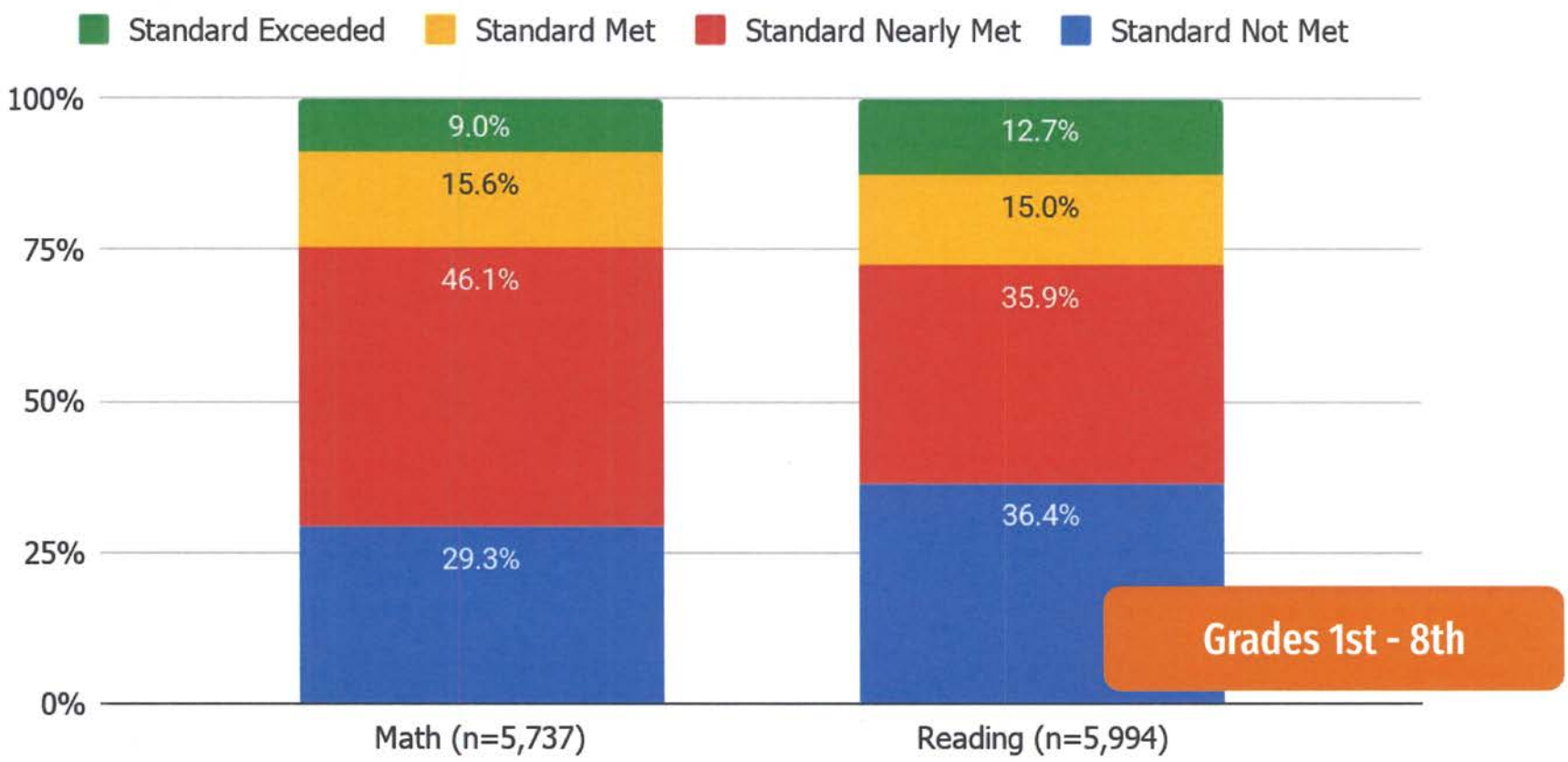


ELA and Mathematics - Met/Exceeded Standard by Grade



Data Question: How did our students do on local assessments prior to school closures?

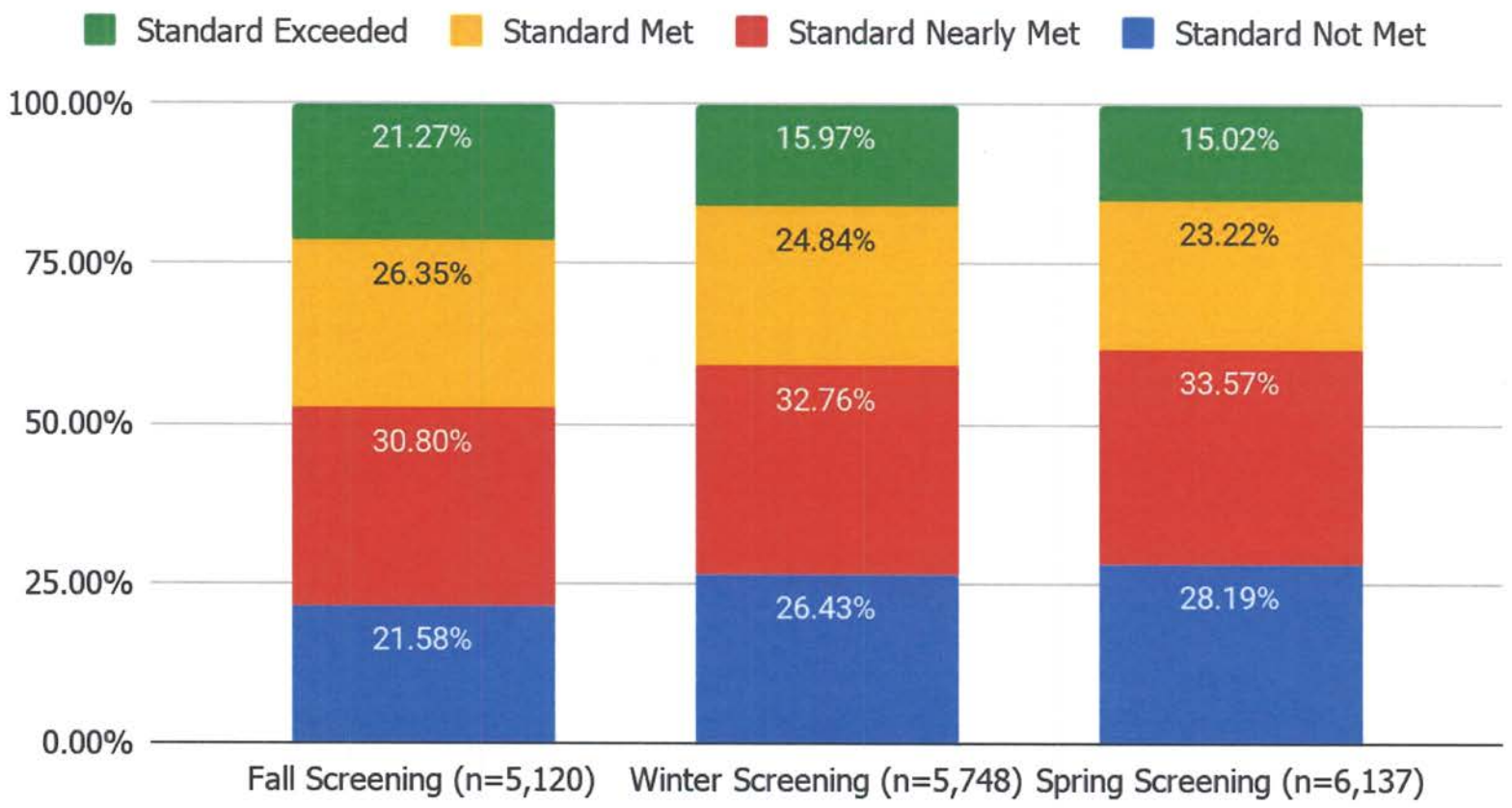
January 2020 iReady Diagnostic 2



Data Question: How did our students do academically over the last year of distance learning?

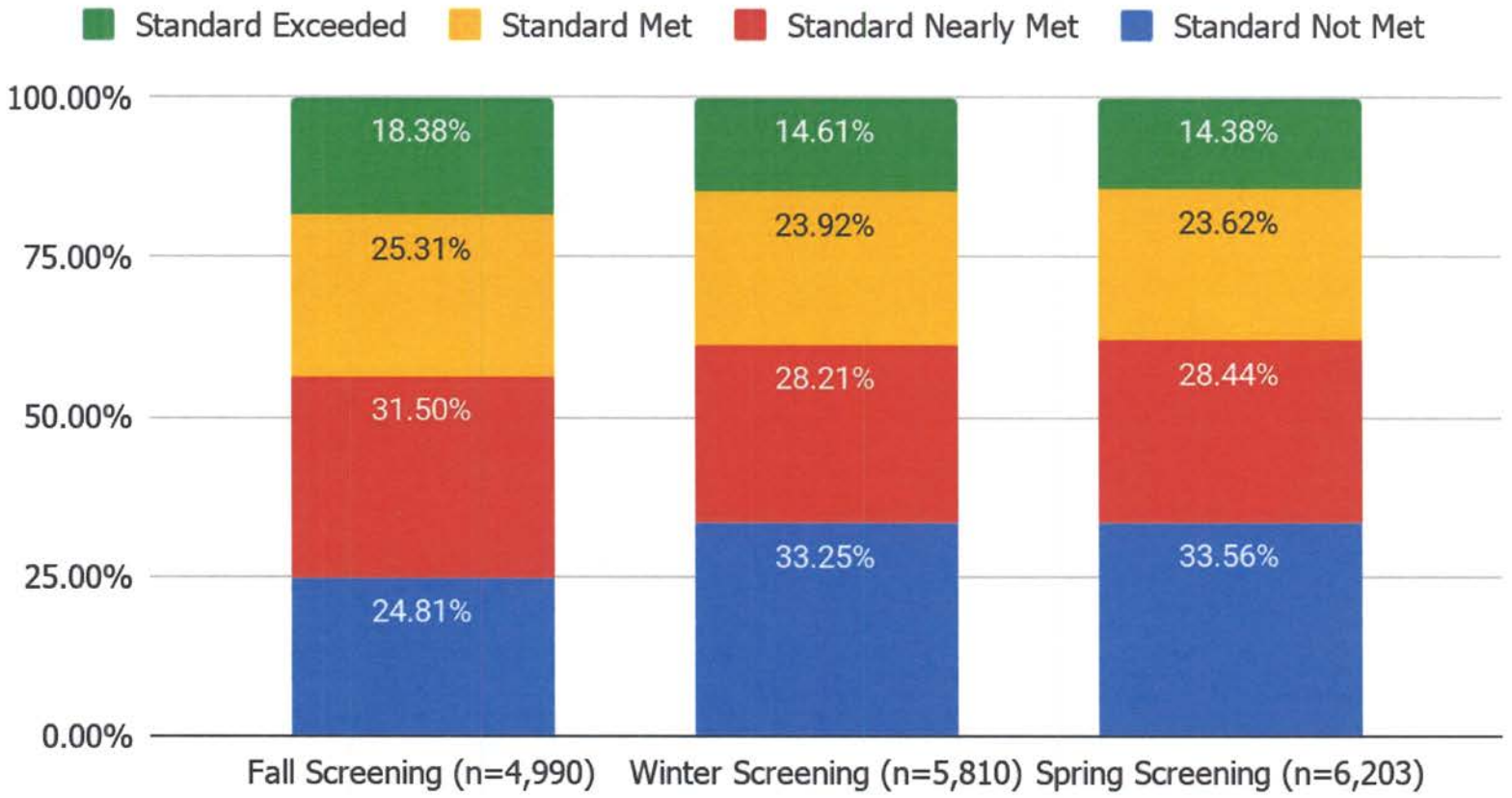
Math Fastbridge Diagnostics

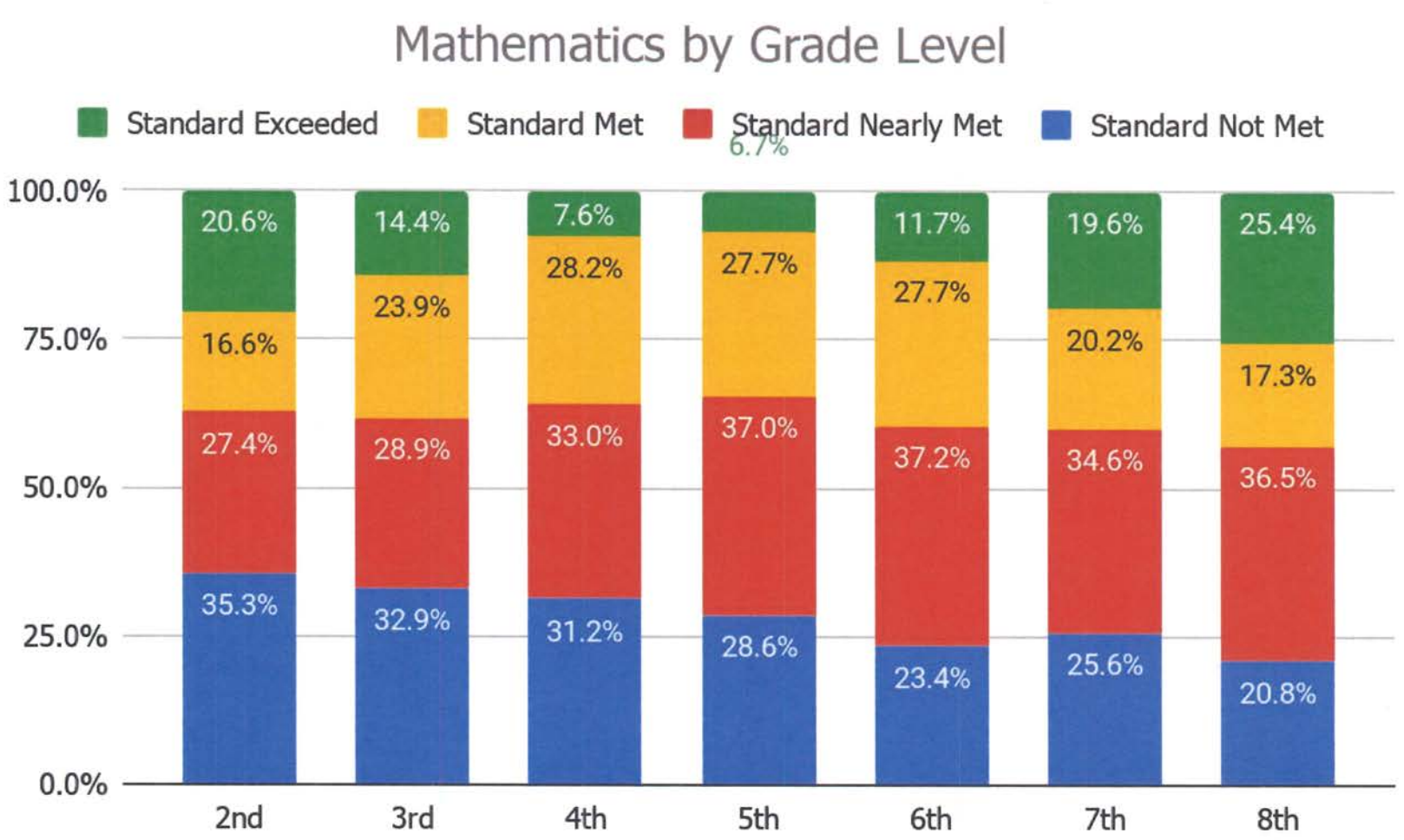
Grades 2nd - 8th



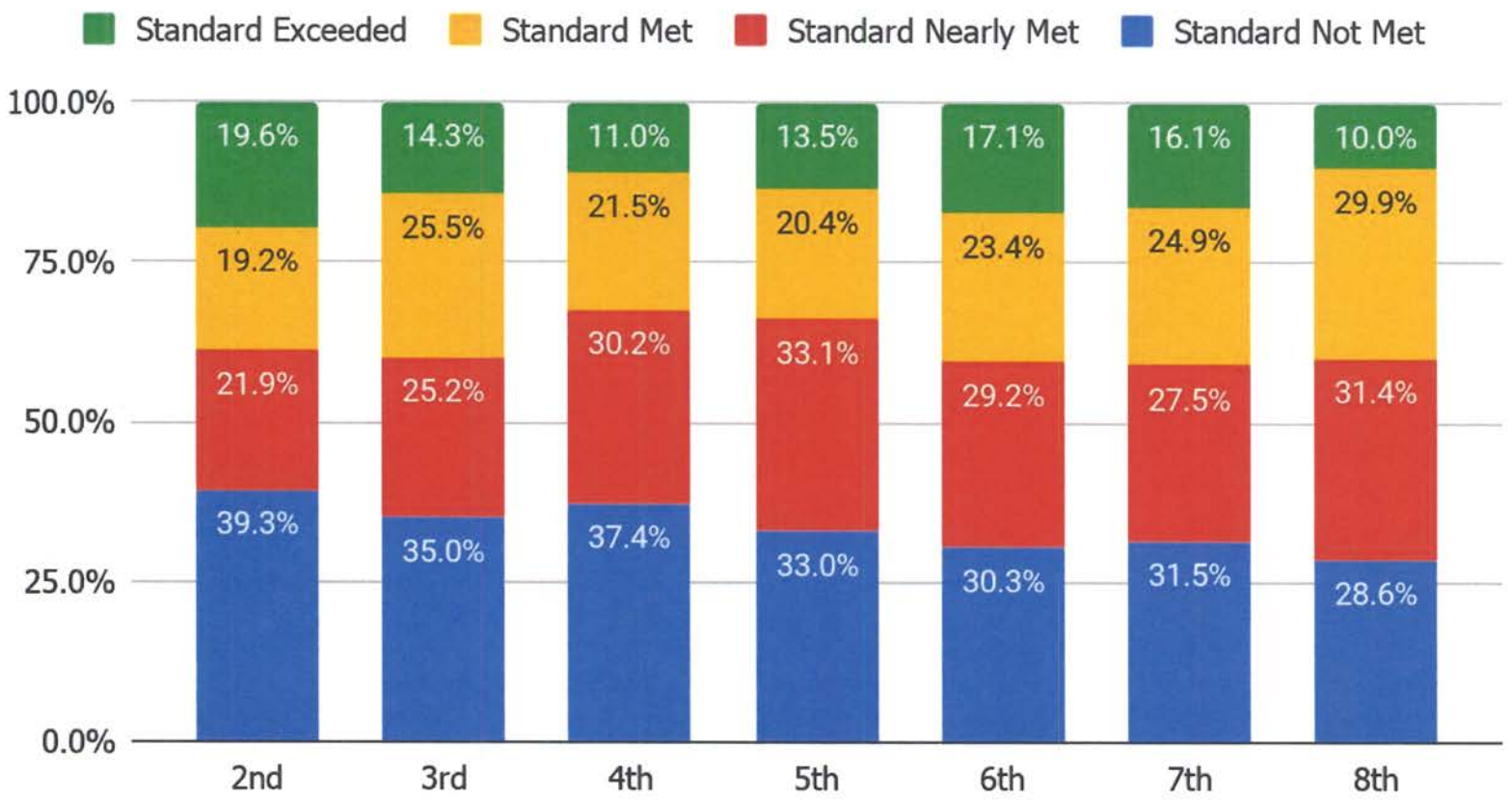
Reading Fastbridge Diagnostics

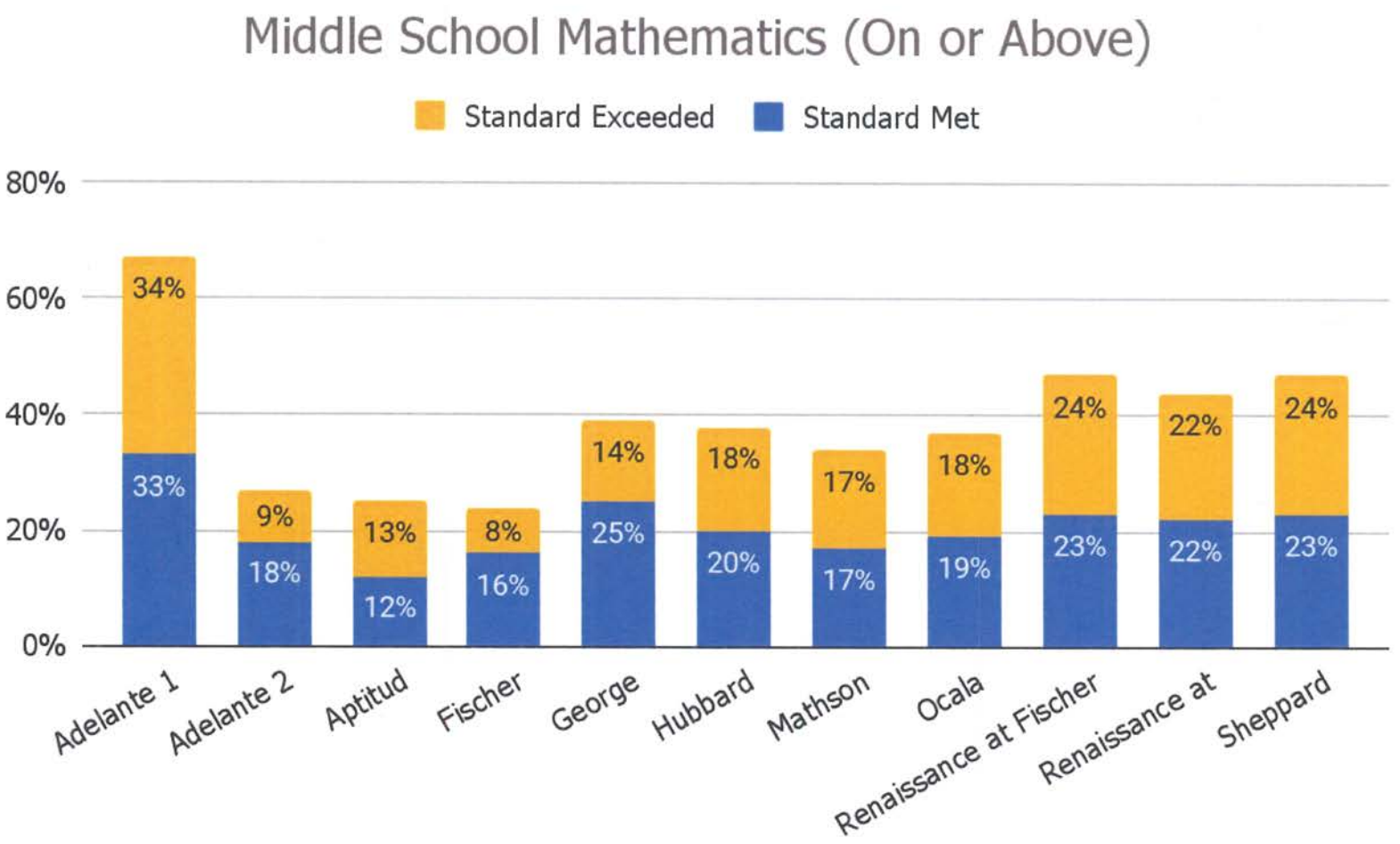
Grades 2nd - 8th

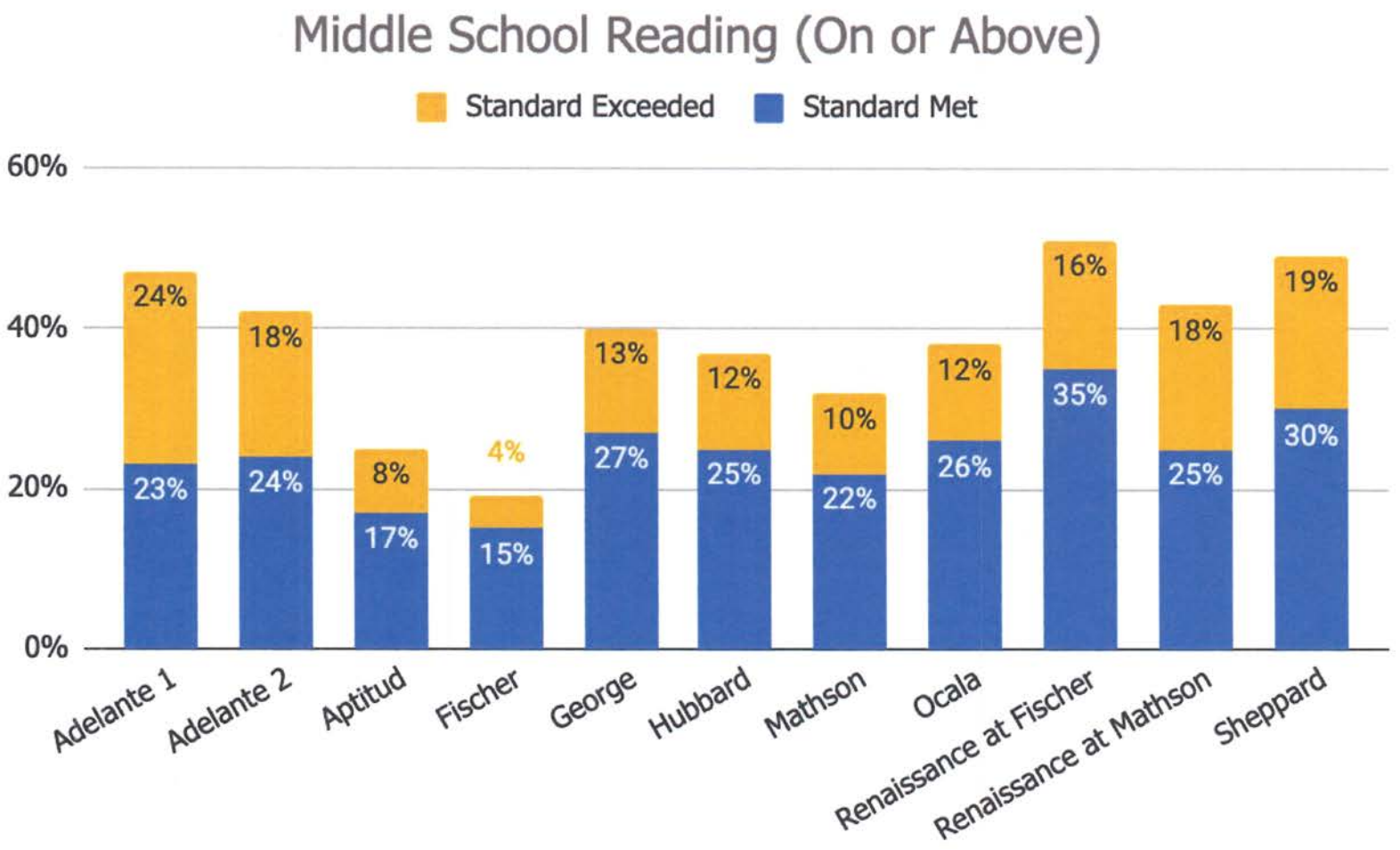


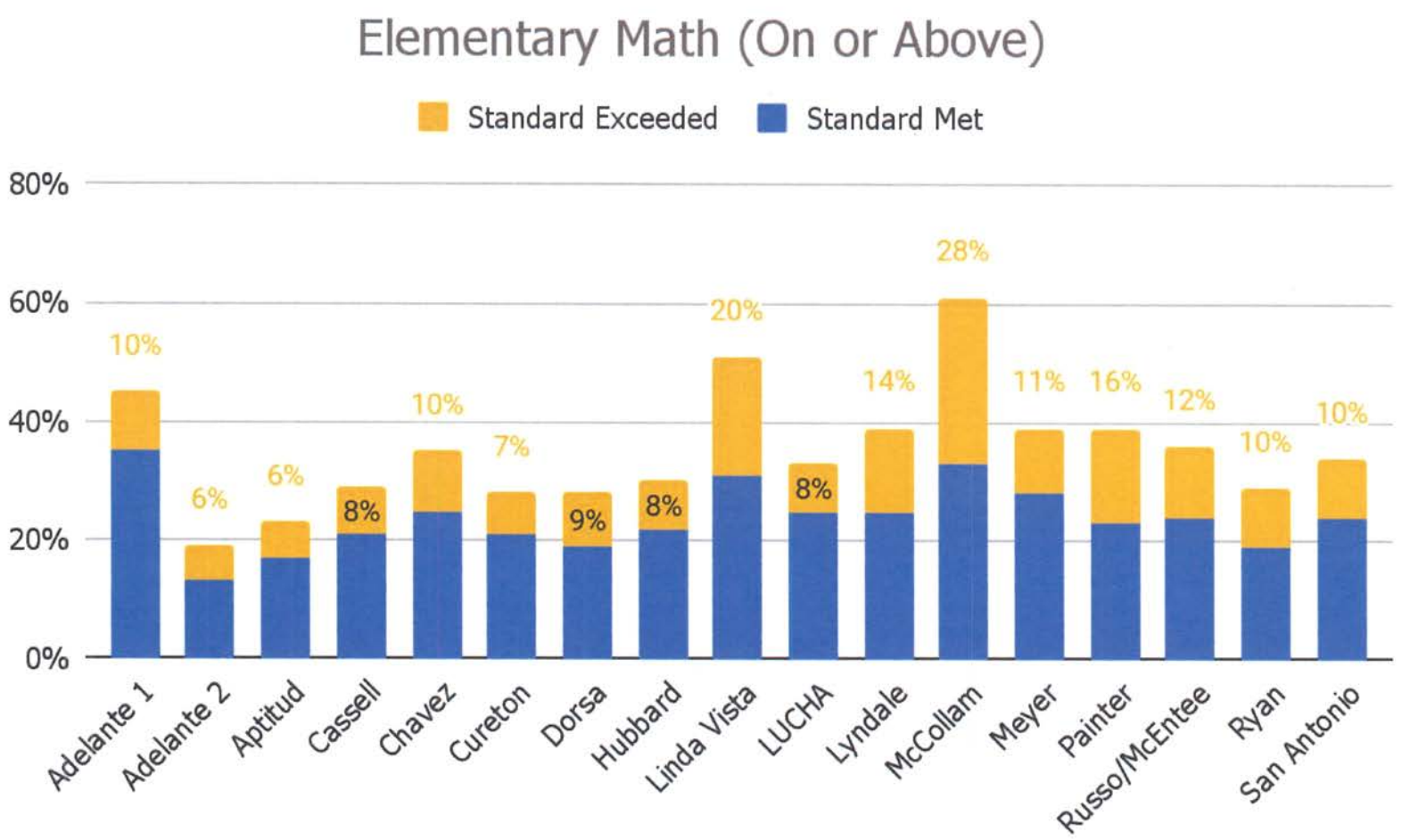

Mathematics by Grade Level
Standard Exceeded
Standard Met
Standard Nearly Met
Standard Not Met
100.0%
75.0%
50.0%
25.0%
0.0%
20.6%
16.6%
27.4%
35.3%
14.4%
23.9%
28.9%
32.9%
7.6%
28.2%
33.0%
31.2%
6.7%
27.7%
37.0%
28.6%
11.7%
27.7%
37.2%
23.4%
19.6%
20.2%
34.6%
25.6%
25.4%
17.3%
36.5%
20.8%
2nd
3rd
4th
5th
6th
7th
8th

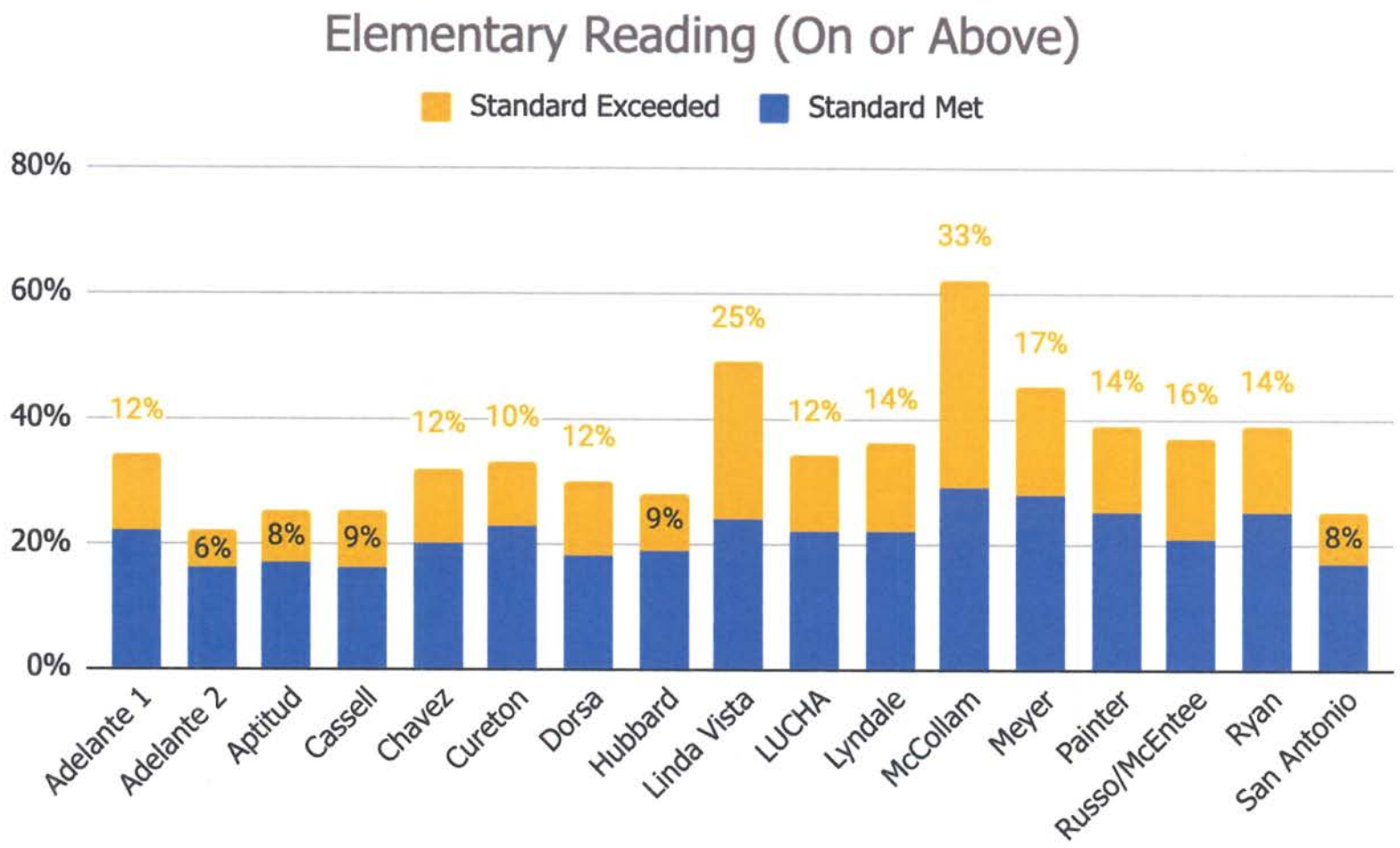
Reading by Grade Level




Middle School Mathematics (On or Above)
Standard Exceeded
Standard Met
80%
60%
40%
20%
0%
34%
33%
9%
18%
13%
12%
8%
16%
14%
25%
18%
20%
17%
17%
18%
19%
24%
23%
22%
22%
24%
23%
Adelante 1
Adelante 2
Aptitud
Fischer
George
Hubbard
Mathson
Ocala
Renaissance at Fischer
Renaissance at
Sheppard

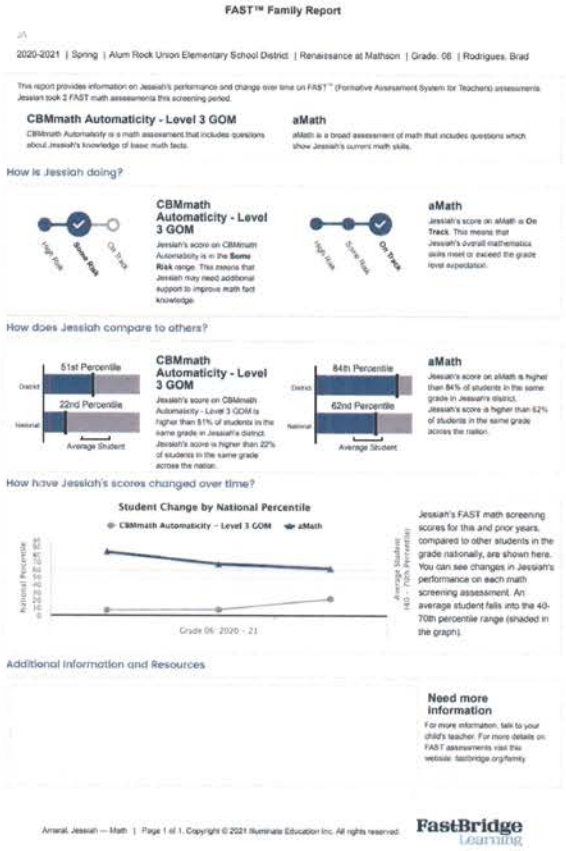

Middle School Reading (On or Above)
Standard Exceeded
Standard Met
60%
40%
20%
0%
24%
23%
18%
24%
8%
17%
4%
15%
13%
27%
12%
25%
10%
22%
12%
26%
16%
35%
18%
25%
19%
30%
Adelante 1
Adelante 2
Aptitud
Fischer
George
Hubbard
Mathson
Ocala
Renaissance at Fischer
Renaissance at Mathson
Sheppard


Elementary Math (On or Above)
Standard Exceeded
Standard Met
80%
60%
40%
20%
0%
10%
6%
6%
8%
10%
7%
9%
8%
20%
8%
14%
28%
11%
16%
12%
10%
10%
Adelante 1
Adelante 2
Aptitud
Cassell
Chavez
Cureton
Dorsa
Hubbard
Linda Vista
LUCHA
Lyndale
McCollam
Meyer
Painter
Russo/McEntee
Ryan
San Antonio


Elementary Reading (On or Above)
Standard Exceeded
Standard Met
80%
60%
40%
20%
0%
12%
6%
8%
9%
12%
10%
12%
9%
25%
12%
14%
33%
17%
14%
16%
14%
8%
Adelante 1
Adelante 2
Aptitud
Cassell
Chavez
Cureton
Dorsa
Hubbard
Linda Vista
LUCHA
Lyndale
McCollam
Meyer
Painter
Russo/McEntee
Ryan
San Antonio

Score Reports

Families will receive a report that outlines how their student did on reading and math. The reports will come through Parent Square, but can request a printed report through their school's front office.



FAST™ Family Report

2020-2021 | Spring | Alum Rock Union Elementary School District | Renaissance at Mathson | Grade: 06 | Rodrigues, Brad

This report provides information on Jessiah's performance and change over time on FAST™ (Formative Assessment System for Teachers) assessments. Jessiah took 2 FAST math assessments this screening period.

CBMmath Automaticity - Level 3 GOM

CBMmath Automaticity is a math assessment that includes questions about Jessiah's knowledge of basic math facts.

aMath

aMath is a broad assessment of math that includes questions which show Jessiah's current math skills.

How is Jessiah doing?

High Risk | Some Risk | On Track

CBMmath Automaticity - Level 3 GOM

Jessiah's score on CBMmath Automaticity is in the **Some Risk** range. This means that Jessiah may need additional support to improve math fact knowledge.

High Risk | Some Risk | On Track

aMath

Jessiah's score on aMath is **On Track**. This means that Jessiah's overall mathematics skills meet or exceed the grade level expectation.

How does Jessiah compare to others?

51st Percentile
District
22nd Percentile
National
Average Student

CBMmath Automaticity - Level 3 GOM

Jessiah's score on CBMmath Automaticity - Level 3 GOM is higher than 51% of students in the same grade in Jessiah's district. Jessiah's score is higher than 22% of students in the same grade across the nation.

84th Percentile
District
62nd Percentile
National
Average Student

aMath

Jessiah's score on aMath is higher than 84% of students in the same grade in Jessiah's district. Jessiah's score is higher than 62% of students in the same grade across the nation.

How have Jessiah's scores changed over time?

Student Change by National Percentile

CBMmath Automaticity - Level 3 GOM | aMath

National Percentile | Average Student (40 - 70th Percentile)

Grade 06: 2020 - 21

Jessiah's FAST math screening scores for this and prior years, compared to other students in the grade nationally, are shown here. You can see changes in Jessiah's performance on each math screening assessment. An average student falls into the 40-70th percentile range (shaded in the graph).

Additional Information and Resources

Need more information

For more information, talk to your child's teacher. For more details on FAST assessments visit this website: fastbridge.org/family

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FastBridge Learning



FAST™ Family Report

2020-2021 | Spring | Alum Rock Union Elementary School District | Renaissance at Mathson | Grade: 06 | Rodrigues, Brad

This report provides information on Jessiah's performance and change over time on FAST™ (Formative Assessment System for Teachers) assessments. Jessiah took 2 FAST reading assessments this screening period.

aReading

aReading assessment is a broad assessment of reading skills and is a test that adapts its questions to get the best estimate of Jessiah's reading skills.

AUTOreading

AUTOreading is a reading assessment that includes questions about Jessiah's knowledge of the sounds that make up words as well as word meanings.

How is Jessiah doing?

High Risk | Some Risk | On Track

aReading

Jessiah's score on aReading is **On Track**. This means that Jessiah's overall reading skills meet or exceed the grade level expectation.

High Risk | Some Risk | On Track

AUTOreading

Jessiah's score on AUTOreading is in the **Some Risk** range. This means that Jessiah may need additional support to improve phonemic awareness, phonics, and vocabulary skills.

How does Jessiah compare to others?

84th Percentile
District
44th Percentile
National
Average Student

aReading

Jessiah's score on aReading is higher than 84% of students in the same grade in Jessiah's district. Jessiah's score is higher than 44% of students in the same grade across the nation.

48th Percentile
District
32nd Percentile
National
Average Student

AUTOreading

Jessiah's score on AUTOreading is higher than 48% of students in the same grade in Jessiah's district. Jessiah's score is higher than 32% of students in the same grade across the nation.

How have Jessiah's scores changed over time?

Student Change by National Percentile

aReading | AUTOreading

National Percentile | Average Student (40 - 70th Percentile)

Grade 06: 2020 - 21

Jessiah's FAST reading screening scores for this and prior years, compared to other students in the grade nationally, are shown here. You can see changes in Jessiah's performance on each reading screening assessment. An average student falls into the 40-70th percentile range (shaded in the graph).

Additional Information and Resources

Need more information

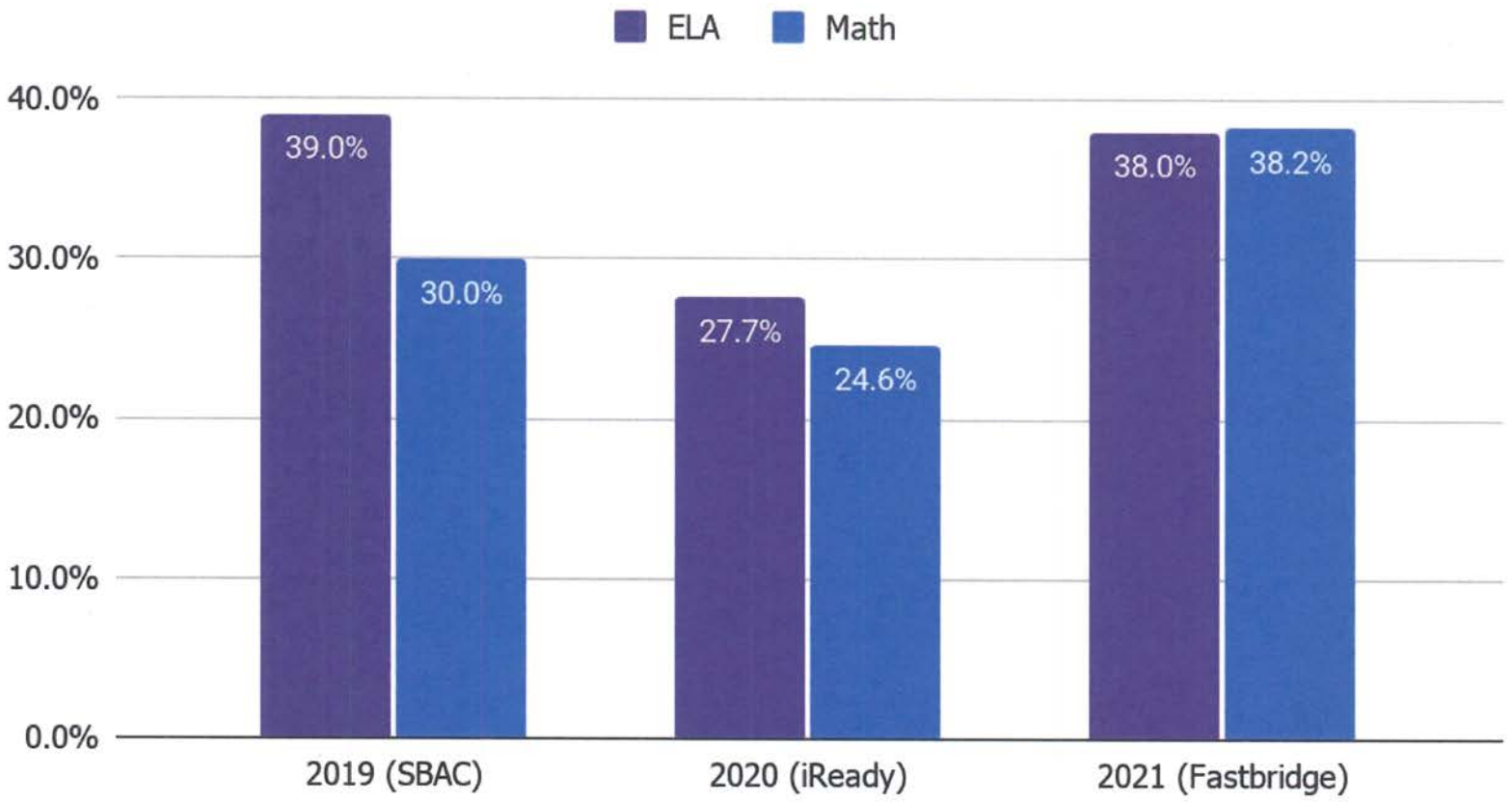
For more information, talk to your child's teacher. For more details on FAST assessments visit this website: fastbridge.org/family

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FastBridge Learning

Data Question: How did our students do academically over the last year of distance learning?

Academic Data Comparison (On or Above Grade Level)



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

11.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Resolution No. 45-20/21 - Recognition of Classified Retirees.**

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2021 Classified Retirees.

Recommendation:

District administration is recommending that the Board of Trustees approve Resolution No. 45-20/21.

Submitted by: Tereasa Smith TRS Title: Director, Human Resources

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

11.01

Agenda Placement

Meeting: June 10, 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
BOARD OF TRUSTEES

RESOLUTION No. 45-20/21

RECOGNITION of 2021 CLASSIFIED RETIREES

WHEREAS, your dedicated commitment in exemplifying and modeling the highest of standards and practices in insuring a safe and clean environment for the children enrolled in our schools; and

WHEREAS, your daily commitment and passion for the care and nurturing of the well-being of every child you have interacted with through the years; and

WHEREAS, your engaging and inspiring presence at our schools and grounds insuring the very best learning environment; and

WHEREAS, your many hours of dedication are recognized in; providing valuable services to the schools and students, maintaining our school grounds and classrooms, your commitment in assuring warm and nourishing meals are provided to our students each day and transporting our children to and from school safely each day.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2021 classified retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Avilez, Mary	Campus Para-Educator
Costa, Angela	Administrative Assistant
Lewis, Laura	Child Nutrition Assistant I
Lopez, Sylvia	School Office Assistant
Miller, Nancy	School Office Assistant/Campus Para-Educator
Pacheco, Josephina	Child Nutrition Assistant I
Parden, Euel	Lead Mechanic
Quesada, Patricia	Para-Educator Special Education I/Campus Para-Educator
Vega, Ernesto	Warehouse Worker I
Washington, Deborah	Child Nutrition Assistant I

PASSED AND ADOPTED this 10th day of June 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on June 10, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

11.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Resolution No. 44-20/21 - Recognition of Certificated Retirees.**

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the 2021 Certificated Retirees.

Recommendation:

District administration is recommending that the Board of Trustees approve Resolution No. 44-20/21.

Submitted by: Tereasa Smith TS Title: Director, Human Resources

To the Board of Trustees:
Recommend Approval

11.02
Agenda Placement

Meeting: June 10, 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
BOARD OF TRUSTEES

RESOLUTION No. 44-20/21

RECOGNITION of 2021 CERTIFICATED RETIREES

WHEREAS, your dedicated daily commitment in exemplifying and modeling the highest of academic standards and instructional practices to the children that have been so very fortunate to have you as their teacher; and

WHEREAS, your daily commitment and passion for the care, nurturing, and well-being of every child you have interacted with through the years; and

WHEREAS, your engaging and inspiring presence and impact that motivated a countless number of Alum Rock children; and

WHEREAS, your many hours of dedication are recognized in; preparing lesson plans, meeting with parents, correcting student essays and homework, attendance at a countless number of faculty meetings, coordinating both parent and student school and classroom activities and fundraisers, nursing and tending to the many endless array of playground scrapes and scratches, the sharing of your wisdom and counseling skills to a host of students and yet and at all times maintaining your cheerful smile, your sense of humor and caring disposition; and

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes the retirement of the following 2021 certificated retirees and wishes all the happiness in a well-deserved respite in the years ahead:

Aiono, Mary	Teacher
Herman, Hazel	Teacher
Kellerman, Gregory	Teacher
Minster, Rita	Teacher
Templeton, Linda	Teacher
Van de Walle, Mike	Teacher
Widman, Konstantina	Teacher

PASSED AND ADOPTED this 10th day of June 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on June 10, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 11.03
2930 Gay Avenue
San José, CA 95127

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: Tereasa Smith Title: Director, Human Resources

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

Meeting: June 10, 2021
Regular Board Meeting

11.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

June 10, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Bamberg, Madelyn	Speech Therapist/Special Education Dept.	07/31/2021
2.	Grunewald, Katherine	T.O.S.A./Fischer Middle School	06/08/2021
3.	Gutierrez, Christina	RSP/Mathson Middle School	06/08/2021
4.	Kachagin, Sergey	Psychologist/Special Education Department	06/08/2021
5.	Lozano, Jesus	Music/V.A.P.A. Program	06/08/2021
6.	Moran, Carlos	Assistant Superintendent, Human Resources Dept.	05/21/2021
7.	Parsons, Kate	Behavior Specialist	06/08/2021
8.	Pruett, Lee	Psychologist/Special Education Department	06/08/2021
9.	Ramirez, Cristela	4/Cureton Elementary	06/08/2021
10.	Rowe, Molly	3/Russo/McEntee Academy	06/08/2021
11.	Rykels, Brittany	Coordinator, Academic Services Department	06/30/2021
12.	Stroup, Steven	Substitute Teacher	02/12/2021
13.	Zentner, Samantha	2/3/Ryan Elementary	06/08/2021

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

June 10, 2021

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Nanola, Hershey	Paraeducator Special Education I/Chavez	05/17/2021
2.	Medina, Melo, Danitza	Health Assistant/Chavez	05/17/2021
3.	Ramirez, Daniel	Autism Intervention Assistant/Special Education Services	05/05/2021

11.04

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 New Management Position and Job Description Administrative Assistant/Human Resources (Confidential).

Staff Analysis: Under the general direction of the Assistant Superintendent of Human Resources, the Administrative Assistant/Human Resources Confidential will perform intricate and responsible Human Resource Services office management work requiring independent judgment and analysis; assemble confidential and sensitive information related to labor relations and negotiations.

Recommendation:

District administration is recommending that the Board of Trustees approve the new management position and job description – Administrative Assistant/Human Resources (Confidential).

Submitted by: Tereasa Smith Title: Director, Human Resources

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

Meeting: June 10, 2021
Regular Board Meeting

11.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

POSITION TITLE: Administrative Assistant/Human Resources (Confidential)

REPORTS TO: Assistant Superintendent, Human Resources

DEPARTMENT: Human Resource Division

BASIC FUNCTION:

Perform intricate and responsible Human Resource Services office management work requiring independent judgment and analysis; prepare and maintain confidential logs, files, and records related to bargaining and other issues; coordinate the flow of communication. Prepare frequent, detailed, and accurate bargaining unit reports; assemble confidential and sensitive information related to labor relations and negotiations.

REPRESENTATIVE DUTIES: (Incumbents may perform any combination of the essential functions shown below [E]. This position description is not intended to be an exhaustive list of all duties, knowledge, or abilities associated with this classification, but is intended to accurately reflect the principle job elements.)

Perform intricate and responsible Human Resource Services office management work requiring independent judgment and analysis; prepare and maintain confidential logs, files, and records related to bargaining and other issues; coordinate the flow of communication. Prepare frequent, detailed, and accurate bargaining unit reports; assemble confidential and sensitive information related to labor relations and negotiations. **E**

Maintain the administrator's appointment calendar to ensure accuracy and integrity of schedule; schedule appointments; schedule and coordinate large and small group meetings, conferences, and appointments; secure facility and/or conference rooms and refreshments; send out notices; provide required documents as needed; arrange and schedule travel accommodations, and process reimbursement. **E**

Make recommendations and provide information to school management regarding interpretation and application of provisions of labor agreements; ensure district compliance with laws, policies, and labor agreements. **E**

Coordinate research related to labor relations matters, such as uniform practice and working conditions at school sites; assist management in preparation of proposals for collective bargaining; coordinate and assist in grievance handling and resolution. **E**

Coordinate, create, and manage databases to provide accurate and timely statistics and other data; coordinate and perform research; supervise information gathering. **E**

Collect and assemble confidential and/or information, including evaluations, disciplinary matters involving site personnel, and other sensitive issues; call to verify, receive, or transmit confidential or controversial information to appropriate administrator, staff, or bargaining unit. **E**

Independently respond to concerns and/or complaints from parents, staff, and the community regarding departmental activities, school site and personnel issues; respond, prepare, or forward to appropriate administrator requests for information from bargaining units, legal services, outside agencies, or the public. **E**

Coordinate and review requests, reports, and other information from a variety of sources to determine compliance with district policies and California Education Code. **E**

Communicate information in person or by the telephone; coordinate activities among staff, public, and district officials. **E**

Provide work direction to assigned staff members, and participate in the interview, selection, and training process for new employees. **E**

Monitor the department's budget expenditures, maintain financial records and current account balances, and order supplies and equipment. **E**

Coordinate, compile, and prepare Board of Education and Superintendent's Cabinet agenda items. **E**

Prepare and store documents using standard office equipment and technology including computers, scanners, copiers, and electronic storage devices. **E**

Operate a computer to input, output, update, and access a variety of records and information; generate reports, records, lists, and summaries from computer database. **E**

Provide excellent customer service by establishing positive relationships with district personnel, representatives from external organizations, and others; respond to phone calls, e-mails, letters, and other communications; lift light objects. **E**

Promote teamwork by sharing knowledge, cooperating with others, participating in meetings and work groups, serving on committees, and supporting the goals and objectives of the district and division. **E**

Perform related duties as assigned.

TRAINING, EDUCATION, AND EXPERIENCE:

Any combination equivalent to: associate's degree, and five years of increasingly responsible secretarial or administrative assistant experience in a Human Resources environment.
Experience Preferred: Experience in interpreting and implementing labor agreements.
Research and compile data related to Human Resources policies and procedures.

LICENSES AND OTHER REQUIREMENTS:

Valid California driver's license; provide personal automobile and proof of insurance. Overall scores in computer software testing program preferred as follows:

Keyboarding .....55 Correct WPM
Word.....85% Overall Score
Excel.....85% Overall Score
PowerPoint.....85% Overall Score

KNOWLEDGE AND ABILITIES:

KNOWLEDGE OF:
Technical aspects of field of specialty.
Applicable sections of the State Education Code, other laws, rules, and regulations related to assigned activities.
District organization, operations, policies, and procedures.
Presentation, communication, and public speaking techniques.
Bargaining unit reports, labor relations, and negotiations.
Operation of a computer and standard office equipment.
Knowledge of software such as Google Suite Project, BoardDocs Software Program and other related software.
Paperless electronic filing systems.
Research methods, and report writing and record keeping techniques.
Correct oral and written usage of English, grammar, spelling, punctuation, vocabulary, and composition.
Office management techniques.
Interpersonal skills using tact, patience, and courtesy.
Health and safety regulations.

ABILITY TO:
Perform the basic function of the position.
Operate a computer, related software, and standard office equipment.
Record or take notes at meetings, and transcribe minutes accurately.
Research, analyze, compile, and verify data, and prepare reports.
Read, interpret, apply, and explain rules, regulations, policies, and procedures.
Handle multiple tasks, work under pressure, and work with priorities/deadlines subject to frequent change.
Exercise analytical and independent judgment.
Analyze situations accurately, and adopt an effective course of action.
Work confidentially with discretion, and complete work with many interruptions.
Communicate effectively, both orally and in writing.
Establish and maintain cooperative and effective working relationships with others.
Work in a team environment.
Compose correspondence and written materials independently.
Lift light objects according to safety regulations.
Meet state and district standards of professional conduct as outlined in Board Policy.

WORKING CONDITIONS:

SAMPLE ENVIRONMENT:
Office environment; drive a vehicle to conduct work; constant interruptions.

SAMPLE PHYSICAL ABILITIES:
Hear and speak to exchange information and make presentations; see to read, prepare, proofread documents, and monitor office activities; sit or stand for extended periods of time; dexterity of hands and fingers to operate a computer keyboard and other office equipment; kneel, bend at the waist, and reach overhead, above the shoulders, and horizontally to retrieve and store files and supplies; lift light objects.

Terms of Employment:	Confidential Salary Scale
Work Year:	12 Months
Evaluation:	Performance of this position will be evaluated in accordance with the classified evaluation process.

Board Approved:

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

11.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve New Management Position and Job Description – Director of Social Emotional Learning (SEL).**

Staff Analysis:

Under the general direction of the Assistant Superintendent of Academic Services, the Director of Social and Emotional Learning (SEL) will provide leadership, planning, coordination, and management to support the development of infrastructure that creates the conditions, culture and competencies to guide SEL District-wide. The Director of SEL will oversee, monitor and evaluate SEL programs in the District for TK-8 students.

Recommendation:

District administration is recommending that the Board of Trustees approve the new management position and job description – Director of Social Emotional Learning (SEL).

Submitted by: Tereasa Smith Title: Director, Human Resources

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

11.05

Agenda Placement

Meeting: June 10, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Director of Social Emotional Learning (SEL)

DEFINITION:

Under the general direction of the Assistant Superintendent of Academic Services, the Director of Social and Emotional Learning (SEL) will provide leadership, planning, coordination, and management to support the development of infrastructure that creates the conditions, culture and competencies to guide SEL District-wide. The Director of SEL will oversee, monitor and evaluate SEL programs in the District for TK-8 students.

QUALIFICATIONS:

Experience: A minimum of five years of relevant professional experience, preferred experience in classroom teaching, evaluation, research, organizational structures and systems, strategic planning, change management, building capacity of adults, leadership development, and coaching; three years of experience in educational counseling, developing school culture and climate, and developing social emotional skills.

Education: Master's Degree in a related field
Possession of a valid California Administrative Credential
Possession of a valid California Teaching Credential or California Pupil Personnel Services Credential
Other: A valid California driver's license

DISTINGUISHING CHARACTERISTICS:

- Work with changing priorities, regulations, and deadlines
- Analyze situations accurately and recommend necessary actions
- Perform essential job functions and job task requirements
- Be an effective team member
- Implement District-wide programs and systems
- Demonstrate skills collaborating with teachers and administrators

ESSENTIAL DUTIES AND RESPONSIBILITIES:

The Director of SEL will:

- Collaborate with all schools and stakeholders to research, plan, design, and implement District-wide school climate transformation activities including expanding PBIS, establishing MTSS, creating an intensive and frequent SEL professional development program, supporting the implementation of SEL curricula at each school, and maximizing the mutual benefits of the existing Counseling student internship program.
- Develop PBIS, MTSS, Restorative Justice, and SEL policies and procedures to be implemented District-wide. These policies, procedures, and programs will be developed through collaboration with school administrators, teachers, and parents and will be respectful of the District's culture of autonomy for the schools. The Director will balance

the need to effectively transfer best practices between schools and maintain the unique culture and self-determination of each school

- Be responsible for parent training workshops and social media posts; professional development training including intensive days of training and ongoing training
- Establish and lead the District's SEL Department
- Assess the current state of SEL in the District in order to develop an assets based multi-year systemic SEL plan that includes short term and long term goals, benchmarks, support, assessments, and monitoring for accountability and efficiency.
- Assists with creating a sustained focus on advancing cultural competency within the district to increase awareness and understanding of varying cultural identities, norms, and uniqueness among students and their families.
- Organize the management of programs and a system of resource alignment to assist district in providing culturally relevant and responsive intervention, prevention, and student support, which integrates special and general education services including but not limited to Social Emotional Learning (SEL), Positive Behavior and Intervention Systems (PBIS), Restorative Justice, Trauma Informed Practices, intervention, prevention, and student support services.
- Expand and align supports for students based on a MTSS framework that include academic, behavioral, and SEL supports under the umbrella of trauma-informed practices.
- Infuse SEL skills and content into existing course structures.
- Prepare updates reflecting the strengths and opportunities of the District's curriculum by area and grade and formulate recommendations for alterations or additions to the curriculum with specific focus on the impact SEL has on student achievement, behavior, and attendance.
- Embed and promote SEL with the explicit goal of advancing educational equity across all education and youth development systems and structures, including but not limited to: vision statements, strategic plans, budgetary decisions, staffing, professional learning, school-wide policies, curricular adoption criteria, instructional practices, and instructional quality assessments.
- Collaborate with other District departments and other local and national SEL Directors to develop and achieve the goals and objectives of the District.
- Regularly collect and analyze data on parent and student perception of safety and evaluate District-wide programs and policies related to student attendance, bullying, and student misconduct and use evidence to guide decision-making while aiming to enhance the quality of student SEL.
- Ensure all students have opportunities to build SEL skills and receive an assets-based educational experience that is personalized, culturally relevant and responsive, and intentionally addresses racism and implicit bias. Use practices that build on the existing strengths of students, educators, families, and communities.
- Build the capacity of both students and adults through an intentional focus on relationship-centered learning environments and by offering research-based learning experiences that cultivate core social and emotional competencies.

- Maximize the resources of the entire school community, including seeking and securing grant opportunities to support expanded learning opportunities, early learning and care programs, and family and community partnerships to advance SEL and student & adult well-being.
- Support the development and sustainment of a professional learning community (PLC) for SEL.
- Consult with principals and staff concerning the needs of students and implementation of SEL programs, Restorative Justice, and/or Positive Behavior Intervention System (PBIS) and Applied Behavior Analysis.
- Review disaggregated District-level minority student performance data to assist administrators and staff in setting measurable, outcome-focused goals and designing interventions to drive instructional decisions
- Collaborates with administrators, staff, and external agencies/organizations to coordinate activities and programs, resolve issues, exchange information, and participate in community events and activities as necessary.
- Designs, develops, coordinates, and conducts district-wide training related to equity and culturally relevant strategies for staff, parents, and community members and evaluates the effectiveness of training provided.
- Work with school climate facilitators to assist with developing a comprehensive approach to improve school climate, creating inclusive schools for diverse families, and fostering a district culture to support equity and social justice within the district and the surrounding community.
- Research, coordinate, provide SEL education, technical assistance, and training for staff, parents, and the community.
- Demonstrate cultural competence and sensitivity with diverse groups across lines of race, ethnicity, religion, gender, socioeconomic group, sexual orientation, and other identifiers.
- Promote district participation in the design and development of a comprehensive system of transformational programs to meet student needs; develops and facilitates system-level learning and support as part of a continuous improvement process to ensure equity and access through the Local Control Accountability Plan (LCAP).
- Establish and maintain effective communications and working relationships among diverse groups of students, parents, District staff and departments (i.e. English Learner, Title I, Special Education, Student Services, etc.), the community, and multi-faceted public and private agencies.
- Develops partnerships and serves as a liaison with community and regional agencies and coordinates resources to support equity and vital district initiatives
- Supervise and evaluate the performance of assigned staff.

KNOWLEDGE:

- California's SEL Guiding Principles and CASEL framework
- SEL research, evaluation, strategies, theories, techniques, and methods of instruction
- Education Code, District policies, District goals, District procedures, and state and federal regulations related to special education including the ability to interpret and apply

rules, regulations, and standards to public school leadership and communication styles to address and meet the needs of various school and community stakeholders
- Personnel practices and interpersonal relations

ABILITIES AND SKILLS:

- Effective staff and public relations skills
- Verbal and written communication skills
- Planning and organizational techniques

PHYSICAL REQUIREMENTS:

- Physical Abilities include the usual and customary methods of performing the job's functions and require the following physical demands: occasional lifting, carrying, pushing and/or pulling; some climbing and balancing, some stooping, kneeling, crouching; reaching, handling, touching and/or feeling; manual dexterity to operate a telephone and enter data into a computer.
- Significant physical abilities include ability to sit at a desk, conference table, or in meetings of various configurations for extended periods of time; see and read, with or without visual aids, laws and codes, rules, policies and other printed matter, computer screens and printouts; hear and understand speech at normal room levels and hear and understand speech on the telephone; speak in audible tones so that others may understand clearly in normal conversations.

WORK ENVIRONMENT:

- The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work environment is usually moderate.
- Employees in this position will be required to work indoors in a standard office environment and come in direct contact with District staff and the public.

WORK SALARY:

- Certificated Management Salary Schedule

WORK YEAR:

- 220 Days

11.06

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 New Management Position and Job Description – School Linked Services Supervisor.**

Staff Analysis:

Under the general direction of the Director of Student Services, the School Linked Services Supervisor will build and maintain strong collaborative relationships and communication with school officials, program directors, service providers, families, and other stakeholders, and community agencies.

The School Linked Services Supervisor will act as primary liaison through effective communication and partnership between the Behavioral Health Services Department (BHSD), schools/districts, and community agencies/organizations to support the needs of students and their families through activities such as educational events, consultations, and coordination of resources.

Recommendation:

District administration is recommending that the Board of Trustees approve the new management position and job description – School Linked Services Supervisor.

Submitted by: Tereasa Smith Title: Director, Human Resources

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

11.06

Agenda Placement

Meeting: June 10, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Position Title: School Linked Services Supervisor

Reports to: Director of Student Services

Functions: Build and maintain strong collaborative relationships and communication with school officials, program directors, service providers, families, and other stakeholders, and community agencies.

Areas of Responsibility:

- Other responsibilities assigned by the supervisor

Education & Experience

- Education: B.A. or B.S. Degree in social work, counseling, or health related fields and a minimum of two years working with children or adolescents.
- Experience working in a school-based or community-based program is preferred.
- Experience working effectively with a multi-cultural community, and with service agencies and organizations.
- Knowledge of and experience in computer application, such as Word, Excel, PowerPoint, and Outlook.
- Knowledge of and experience in computer software and working knowledge of data entry.
- Ability to gather, maintain, analyze and interpret large scale assessment and program evaluation data.
- Ability to communicate effectively in both oral and written form.
- Ability to follow and understand oral and written instructions and pay close attention to details.
- Ability to organize work, set priorities, meet deadlines, follow up on assignments and perform

KNOWLEDGE & ABILITIES

KNOWLEDGE and Ability to:

- Act as primary liaison through effective communication and partnership between the Behavioral Health Services Department (BHSD), schools/districts, and community agencies/organizations to support the needs of students and their families through activities such as educational events, consultations, and coordination of resources.
- Coordinate and implement the SLS infrastructure for referrals and provision of case management and counseling services. Serve as initial contact at school/district for referrals to community services and resources among families.
- Provide comprehensive service coordination, including triaging and needs assessment, service planning, referral, and monitoring for students and their families so that they are linked to the appropriate services by utilizing a variety of engagement strategies including individual and family meetings, and home visits.
- Develop and maintain service inventory (e.g., services provided at school sites) to assist students and families with linkage to community resources.

- Plan, implement and evaluate family engagement events, workshops and projects at school that are in alignment with the SLS goals and outcomes. Family engagement plans should be based on the needs of each school, and informed by input from students, families and the Campus Collaborative group.
- Gather and track services provided to students and families. Develop and submit quarterly reports to BHSD.
- The SLS Coordinators shall be responsible to 1) foster community partnership and coordinate linkage of community services and resources among students and families; 2) plan, implement and evaluate family engagement events and projects; and 3) plan and facilitate with the UAP Collaborative.

Licenses & Other Requirements:

- Valid Driver's License

Qualifications:

- Knowledge of K-8 system
- Bilingual preferred - Spanish
- Team oriented
- Flexible and adaptable
- Outgoing & self-directed
- Computer literate
- Ability to establish & maintain cooperative & effective working relationships
- Positive interaction with community groups & cultures at large
- Ability to establish & maintain cooperative & effective working relationships

Terms of Employment:

Salary Placement:	Classified Management Salary Schedule
Work Year:	10.5 months/200 days
Evaluation:	Performance of this position will be evaluated in accordance with the classified management staff evaluation process.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SUPERVISORY SALARY SCHEDULE
2020-21 (0%)

Board Approved: June 10, 2021
Effective: July 1, 2021

Title/Position	Work Year	1	2	3	4	5	6	7	8	9
Child Nutrition Services Satellite Supervisor	185	$ 39,210	$ 41,000	$ 42,887	$ 44,801	$ 46,674	$ 48,589	$ 50,407	$ 51,725	$ 53,029
Kitchen Supervisor	185	$ 41,000	$ 42,887	$ 44,815	$ 46,674	$ 48,603	$ 50,490	$ 52,405	$ 53,736	$ 55,041
Warehouse Supervisor	225	$ 55,313	$ 57,866	$ 60,470	$ 62,988	$ 65,593	$ 68,128	$ 70,697	$ 72,516	$ 74,281
School Linked Services Supervisor	200	$ 63,355	$ 66,222	$ 69,316	$ 71,904	$ 74,508	$ 77,008	$ 79,508	$ 81,571	$ 83,599
Transportation Scheduler Parent Education Supervisor	225	$ 63,355	$ 66,222	$ 69,316	$ 71,904	$ 74,508	$ 77,008	$ 79,508	$ 81,571	$ 83,599
Child Nutrition Services Operations Supervisor Purchasing Supervisor Network & Systems Supervisor	225	$ 86,711	$ 90,714	$ 94,893	$ 98,739	$ 102,497	$ 106,326	$ 110,119	$ 112,934	$ 115,749

Longevity Increments (5): $2,325 at 10, 14, 18, 22 and 25 years to the District. For initial placement of new Supervisory employees, relevant outside management experience may be used for placement on the salary schedule, including granting of any longevity increment(s).

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

11.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Certificated Substitute Pay Rates Effective June 11, 2021.**

Staff Analysis:

District administration has revised the certificated substitute pay rates to include substitute administrators.

Recommendation:

District administration is recommending that the Board of Trustees approve the attached certificated substitute pay rates.

Submitted by: Tereasa Smith TBS Title: Director, Human Resources

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

11.07

Agenda Placement

Meeting: June 10, 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 Certificated Substitute Pay Rates

Substitute Teacher:

Daily Rate	Long Term Daily Rate (works 15 consecutive days-retro)	Retirees Daily Rate	Long Term Retirees Daily Rate	Residential Subs Daily Rate
$150 = Elementary	E - **$165**	E - **$240**	E - **$240**	E - **$240**
$160 = Middle	M - **$175**	M - **$240**	M - **$240**	M - **$240**

Substitute Administrator:

Daily Rate	Long Term Daily Rate (works 30 consecutive days-retro)
$400	**$500**

Effective: 6/11/21
Pending Board Approval on: 6/10/21

11.08

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: **Resolution #46-20/21 Reduction or Elimination of Classified Services.**

Staff Analysis:

Given the current state of the District's budget and due to a lack of work and/or a lack of funds, the District is forced to consider the elimination of certain services now being provided by classified employees.

Education Code sections 45114, 45117, 45298 and 45308 set forth the process and procedure that school districts must follow in order to reduce or eliminate classified employee services for lack of work and/or lack of funds. This procedure requires a board resolution to reduce or eliminate classified positions and provide the affected employees with notice sixty (60) days prior to the effective date of their layoff.

Recommendation:

District administration is recommending that the Board of Trustees approve Resolution #46-20/21 as presented.

Submitted by: Tereasa Smith TBS Title: Director, Human Resources

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

11.08
Agenda Placement

Meeting: June 10, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Board Meeting of June 10, 2021
Agenda Item:
Attachment A

RESOLUTION OF ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT REGARDING REDUCTION OR ELIMINATION OF SERVICES

RESOLUTION # 46-20/21

WHEREAS, the continued employment of the current number of classified positions is no longer possible due to lack of funds and/or lack of work;

WHEREAS, Sections 45114, 45117, 45298 and 45308 of the California Education Code authorize the Governing Board to eliminate the service of such positions, for lack of funds and/or lack of work;

WHEREAS, the Governing Board has determined that certain services and/or positions performed and held by classified employees should be reduced or eliminated due to lack of funds and/or lack of work;

WHEREAS, the Governing Board has determined that the following classified positions shall be eliminated and the persons occupying said positions are laid off subject to appropriate notice:

Position	**Number of Full-Time Equivalent Positions ("FTEs")**
Campus Paraeducator	0.875
Community Liaison	1.5
Health Assistant	1.0
School Administrative Assistant	2.0
School Office Assistant	1.5
Total FTE	**6.875**

NOW THEREFORE, BE IT RESOLVED that the District Superintendent or his designee is directed to give notice to the affected employees in the appropriate classifications in light of the positions to be eliminated herein. Such notice shall inform the employees that they will be laid off and shall further advise the employees of their last date of employment, their displacement rights, if any, and reemployment rights pursuant to Education Code Sections 45114, 45117, 45298 and 45308.

Adopted by the Alum Rock Union Elementary School District Board of Trustees on June 10, 2021.

By the following vote:
AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

_____
Ernesto Bejarano
Clerk of the Board of Trustees
of the Alum Rock Union Elementary School District

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

12.01

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:**

- **May 13, 2021, Regular Board Meeting**
- **May 20, 2021, Special Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

12.01
Agenda Placement

Hilaria Bauer
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, May 13, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #16-20/21

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 Video of Ocala Band- National Anthem.

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

There were no modifications to the agenda.

2. Special Presentation

2.01 Special Recognition: ARUESD 2021 Classified Employees of the Year.

Assistant Superintendent Moran gave a PowerPoint presentation regarding ARUESD 2021 Classified Employees of the Year.

President Corina Herrera-Loera thanked the classified employees.

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

Assistant Superintendent Moran, gave a PowerPoint presentation regarding the Santa Clara County Office of Education Classified Employee of the Year.

Principal, Tara Bickford, shared a few words regarding Carmen Rubio.

Member Minh Pham thanked Carmen Rubio for all her work and for representing the district.

Clerk Ernesto Bejarano congratulated Carmen Rubio and thanked Tara Bickford.

Vice-President Andrés Quintero congratulated Carmen Rubio for being recognized at the county level.

Member Linda Chavez thanked Carmen Rubio.

President Corina Herrera-Loera thanked Carmen Rubio.

Superintendent Bauer said she was proud of Carmen Rubio for her achievement.

Paraeducator, Carmen Rubio thanked God because he gave her life. She thanked Ms. Bickford for allowing her to do her job.

2. Special Presentation *(continued)*

2.03 2021Extended Year Summer Program - Presentation

Director, Sandra Garcia, and Director, Barbara Campbell gave a PowerPoint presentation regarding the 2021 Extended Year Summer Program.

3. Public Members Who Wish To Address The Board

3.01 Requests to Address the Board

Public Comments:

1) Brenda Zendejas said the district does not have money to repurpose the MACSA center.

2) Roberto Cruz said a Trustee expressed concern when there was a recommendation was made regarding MASCA Youth Center. He said this was a community proposal.

3) Flor De Leon asked if there was a decision made regarding the Fischer Renssiance.

4. Comments and Communications

4.01 Teamsters

Thanh Phu congratulated the employees who received an award. He said they deserve this award.

4.02 California School Employee's Association (CSEA)

CSEA President Sharon Fontaine said congratulated CSEA employees. She said she wished Carlos Moran much success.

4.03 Alum Rock Educator's Association (AREA)

AREA President Jocelyn Merz said comments made by the Board were to have a smooth transition regarding the Fischer Renaissance and Mathson Renaissance merger. She said that has not what happened.

4. Comments and Communications *(continued)*

4.04 Alum Rock Administrator's Association (ARAA)

Principal Maria Martinez said schools have an amazing month of in-person learning.

4.05 Superintendent

Superintendent Bauer said this has been a memorable month. She thanked everyone who has brought in-person instruction. She said there have been difficult decisions that have been made like closing Fischer and Mathson. She thanked Assistant Superintendent Moran for working at the district.

4.06 Board of Trustees/Communications/ Comments

Clerk Ernesto Bejarano thanked Thanh Phu and the Teamsters for the comments they mentioned. He thanked the staff for the reopening of schools. He thanked Assistant Superintendent Moran for his hard work.

Member Minh Pham said the district has made progress in making a slight reopening of schools. He congratulated all the eighth-graders who will be graduating this month. He thanked all teachers that work in Alum Rock.

Member Linda Chavez wished the best of luck to Assistant Superintendent Moran. She thanked him for all he did for the district.

Vice-President Andrés Quintero said he misses the eight grade ceremonies. He said he has been concerned about the Reid Hillview Airport. He thanked Assistant Superintendent Moran for all the work he has done in Alum Rock.

President Corina Herrera-Loera wished her husband a Happy Anniversary. She congratulated all eighth-grade graduates.

5. Superintendent/ Board Business

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

Member Minh Pham read Resolution #42-20/21 Policy Public Quasi Public Facilities.

MOTION #01-16 by Member Member Minh Pham to approve Action Item 5.01 as presented. MOTION #01-16 was seconded by Vice-President Andrés Quintero.

5. Superintendent/ Board Business *(continued)*

Vice-President Andrés Quintero thanked Member Minh Pham for bringing this item forward. He said he is supporting this item.

Clerk Ernesto Bejarano thanked Member Minh Pham for bringing this item. He said he will be supporting this item.

Member Linda Chavez said this item should be postponed for the following month.

President Corina Herrera-Loera said she will be supporting the item at hand.

Clerk Ernesto Bejarano asked that there be some corrections made to the resolution.

AMENDED MOTION #02-16 by Member Member Minh Pham to approve Action Item 5.01 with the changes. MOTION #02-16 was seconded by Vice-President Andrés Quintero.

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

President Corina Herrera-Loera said the Board will be taking a break.

6. Contracts Over $100,000

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

MOTION #03-16 by Clerk Ernesto Bejarano to approve Action Item 6.01 as presented. MOTION #03-16 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

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

MOTION #04-16 by Clerk Ernesto Bejarano to approve Action Item 6.02 as presented. MOTION #04-16 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

6. Contracts Over $100,000 *(continued)*

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.

MOTION #05-16 by Member Linda Chavez to approve Action Item 6.03 as presented. MOTION #05-16 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

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.

MOTION #06-16 by Member Linda Chavez to approve Action Item 6.04 as presented. MOTION #06-16 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

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.

MOTION #07-16 by Member Linda Chavez to approve Action Item 6.05 as presented. MOTION #07-16 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

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,dbd: Verizon for the purchase of such hotspot devices with data plan. Submitted by: Technology Department, $274,000.

MOTION #07-16 by Member Linda Chavez to approve Action Item 6.05 as presented. MOTION #07-16 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

7. Business Services

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

Jeff Jensen from Crowe reported on General Obligation Bonds Reports for Measure J and Measure I.

MOTION #08-16 by Clerk Ernesto Bejarano to approve Action Item 7.02 as presented. MOTION #08-16 was seconded by Member Minh Pham.

Public Comments:

1) Alison Cingoloni thanked Mr.Jensen for the report. She said she will be delighted to report out to the community.

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

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

Assistant Superintendent Chheng gave a PowerPoint presentation regarding a Report on COVID-19 Funds and Expenditures.

Public Comments:

1) Brenda Zendejas thanked Assistant Superintendent Chheng for the presentation. She asked when the PPE was used.

8. Human Resources

8.01 Resignations

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

MOTION #09-16 by Vice-President Andrés Quintero to approve Action Item 8.02 as presented. MOTION #09-16 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

9. CONSENT CALENDAR

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

- ***Agenda Item 9.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 9.03*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 9.04*** *Approve Contracts for Professional Services-Firms/Organizations*
- ***Agenda Item 9.05*** *Acceptance of Grant/Award Notification.*

Member Minh Pham asked to pull item 9.06.

Member Linda Chavez asked to pull Item 9.01

MOTION #10-15 by Vice-President Andrés Quintero to approve Agenda Items 9.01, 9.02, 9.03, 9.04, and 9.05 as presented. MOTION #10-15 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

> **9.01 Approve Board Meetings Minutes for the following dates: (1) April 15, 2021, and (2) April 29, 2021, Special Board Meeting.**

MOTION #11-16 by Member Minh Pham to approve Action Item 9.01 as presented. MOTION #11-16 was seconded by Member Linda Chavez.

Member Linda Chavez said she was marked absent for an item and she would like it to be corrected because she was having technical issues.

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

Superintendent Bauer mentioned she has made a mistake by saying there does not need to be public comment on presentation items. She said there needs to be public comment on those items.

President Corina Herrera-Loera asked if there was any public comment for items 2.01, 2.02, and 2.03.

9. CONSENT CALENDAR *(continued)*

Public Comments:

1) Dilza Gonzalez said she was a parent of two students that attend Alum Rock. She thanked Sandra Garcia for the presentation.

2) Brenda Zendejas thanked Sandra Garcia for all the work she does.

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

MOTION #12-15 by Member Minh Pham to approve Action Item 9.06 as presented. MOTION #12-15 was seconded by Member Minh Pham.

Member Minh Pham said that Oscar Pangilinan was his classmate.

Public Comments:

1) Brenda Zendejas thanked Assistant Superintendent Moran for all his hard work.

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

MOTION #13-15 by President Corina Herrera-Loera to extend the Board meeting to 11:00 p.m. MOTION #13-15 was seconded by Vice-President Andrés Quintero.

AMENDED MOTION #14-15 by President Corina Herrera-Loera to extend the Board meeting to 11:30 p.m. MOTION #14-15 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

10. Closed Session

10.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

11. RECONVENE TO OPEN SESSION

11.01 Report of Action Taken in Closed Session.

The Board reconvened to Open Session at 10:52 p.m. President Corina Herrera-Loera welcomed everyone and said there was a quorum.

Superintendent Bauer reported the following.

Item 10.09 The Board unanimously approved Resolution #43-20/21.

Superintendent Bauer said there are no further actions to report.

12. ADJOURNMENT

12.01 Future Board Agenda Requests

There was none

13. ADJOURNMENT

13.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 10:55 p.m.

Respectfully submitted,

_____

Ernesto Bejarano, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, May 20, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #19-20/21

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 5:32 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
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. Business Services

2.01 Approve 3rd Interim Report

Assistant Superintendent Chheng, gave a PowerPoint presentation regarding the 3rd Interim Report.

Clerk Ernesto Bejarano spoke about the energy program. He asked if there were any adjustments made in the demographic study.

Assistant Superintendent Chheng replied that once the district has the actual data the district will do another demographic study.

Public Comments:

1) Brenda Zendejas said she did not understand the mandated budget operating budget fees.

MOTION #01-19 by Vice-President Andrès Quintero to approve Action Item 2.01 as presented. MOTION #01-19 was seconded by Member Minh Pham.

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

3. Instructional Services

3.01 Review and Approve the Expanded Learning Opportunity Grant Plan

Director, Sandra Garcia gave a PowerPoint presentation regarding the Expanded Learning Opportunity Grant Plan.

MOTION #02-19 by Member Minh Pham to approve Action Item 3.01 as presented. MOTION #02-19 was seconded by Vice-President Andrès Quintero.

3. Instructional Services *(continued)*

Member Linda Chavez said she thinks it would be better to have someone else to teach instead of a teacher to save the district money.

President Corina Herrrera-Loera said that it would be good to speak to some of the partners regarding social and emotional learning.

Public Comments:

1) Brenda Zendejas said she would like to see new programs.

2) Veronica thanked the staff for having a town hall for students.

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

4. Adjournment

4.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 7:10 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

12.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: June 1, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated June 10, 2021.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees:

Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

12.02
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
June 10, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Harrison Simon	Materials & Supplies	$ 12,650.00	ARUESD – VAPA
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Fischer Middle
The City Peace Project	Materials & Supplies	$ 821.47	Hubbard Media Arts
San Jose Rotary Club	Materials & Supplies	$ 100,000.00 500 - $200 grocery gift cards	George Middle
Box Tops for Education	Materials & Supplies	$ 13.80	Lyndale Elementary
Box Tops for Education	Materials & Supplies	$ 5.30	Lyndale Elementary
Box Tops for Education	Materials & Supplies	$ 9.60	McCollam Elementary

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Danelle Finnen

Re: VAPA Donation

Date: April 19, 2021

Please accept the following donation from Harrison Simon, for the Alum Rock Union School District Music Department:

ITEM: Akai	Advance 25	A1151167102296
ITEM: Akai	Max 49	MA1211026900040
ITEM: Akai	MPK 49	825213-002319
ITEM: Kawai	K5000 W	598399
ITEM: Korg	707	001314
ITEM: Korg	707	009931
ITEM: Korg	Minilogue XD	001646
ITEM: Korg	Triron EXT 88	002151
ITEM: Korg	Wave Station WS 1	000651
ITEM: Korg	X3	S/N
ITEM: Kurzweil	K2000 V3	21940906330

BUSINESS OFFICE
RECEIVED
2021 APR 20 A 11:43

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

ITEM: Roland	A 90	ZJ03906
ITEM: Roland	JX 8P	544970
ITEM: Yamaha	CS 15	7033
ITEM: Yamaha	EX 5	0K01459
ITEM: Yamaha	Motif ES6	UAK101092
ITEM: Yamaha	SY 99	IX01072
ITEM: Akai	MPC 2000	79725-00714
ITEM: Akai	FL Studio Fire	
ITEM: Akai	MPC Renaissance	

TOTAL VALUE: $12,650

Donor's Information:

NAME: Harrison Simon, Executor for the Estate of Robert Garcia
ADDRESS: 4072 Acapulco Dr. Campbell, CA
PHONE: (408) 250-4787

Hilaria Bauer, Ph.D., Superintendent

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

CLYDE L. FISCHER MIDDLE SCHOOL

"Once a Saint, Always a Saint"

1720 Hopkins Drive, San Jose, CA 95122 Phone: (408) 928-7500 Fax: (408) 928-7501

May 17, 2021

Alum Rock Union Elementary School District
Board of Trustees
2930 Gay Avenue
San Jose, CA. 95127

Dear Board of Trustees:

Please accept the following donation for board approval:

Company/sponsor(s) name:	**Amount:**	**To be used for:**
Philanthropic Ventures Foundation	$500	Classroom Supplies

BUSINESS OFFICE
RECEIVED
2021 MAY 19 P 3:09

Sincerely,

Dr. George Kleidon
Fischer Middle School Principal

Hubbard Media Arts Academy
1680 Foley Avenue
San Jose, CA 95122

Phone: (408) 928 - 7700 Fax: (408) 928 - 7701

Hubbard Media Arts Academy

Jonathan Natividad, Principal *Olga Martinez, Assistant Principal*

May 25, 2021

Corina Herrera-Loera, President
Board of Trustees
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Dear President Herrera-Loera,

Enclosed please find check #1541 in the amount of $821.47 from The City Peace Project. This check should be deposited in the Hubbard Local Donations Account (060-9010-0-4300-00-1110-1000-000000-080-2110).

Respectfully,

Jonathan Natividad
Principal
Hubbard Media Arts

encl

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 05/17/21

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept the donation of five hundred $200.00 grocery gift cards to be distributed to the families of Joseph George Middle School, totaling $100,000 in donation from the San Jose Rotary Club.

Thank you in advance for your approval.

Sincerely,

Tara Bickford

Tara Bickford
Principal
Joseph George Middle School

george.arusd.org
277 Mahoney Drive San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Tara Bickford, Principal

Lyndale Elementary School

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

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

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

May 10, 2021

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Box Tops for Education	$13.80	School Supplies

Total Amount of Donations: **$13.80**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Linda Vista Elementary

100 Kirk Av, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: May 4, 2021

Please place the acceptance of these donations totaling $5.30 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$5.30 check donation from Box Tops for Education

Please deposit in donation account: 010 9010 0 4300 00 1110 2700 0000 020 2110

BUSINESS OFFICE
RECEIVED
2021 APR 35 P 12:07

Thank you,

Rigoberto Gomez

McCollam Elementary School

3311 Lucian Ave. • San Jose, CA 95127 • **(408) 928-8000 Fax (408) 928-8001**

BUSINESS OFFICE
RECEIVED

2021 MAY 21 P 12:01

TO: Hilaria Bauer, Superintendent
Honorable Board Members, Alum Rock Union Elementary School District
Business Office

FR: Pablo Fiene, Principal

DATE: May 5, 2021

RE: Monetary Donation to McCollam School

Please accept a donation, a check in the amount of $9.60 from Box Tops for Education. This money will go towards the purchase of materials, supplies, and field trips for classrooms. Please deposit the check into the following donation account: # 060-3010-0-4300-00-1110-1000-000000-040-2110. Thank you for your assistance.

12.03

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: June 2, 2021

Subject: **Vendor & Payroll Warrants**

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

Total of vendor warrants	$	4,121,715.97
Total of payroll warrants	$	4,312,171.51
Total	**$**	**8,433,887.48**

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

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

To the Board of Trustees: Meeting: June 10, 2021
Regular Board Meeting

Recommend Approval

12.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

May 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,466,650.37
120	Child Development Fund	$95,698.20
130	Cafeteria Fund	$266,694.95
140	Deferred Maintenance Fund	$11,449.01
210	Building Fund	$0.00
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,278,382.13
	Subtotal	**$4,118,874.66**
088	Student Body Fund	$2,841.31
	Total Vendor Warrants	**$4,121,715.97**

	PAYROLL WARRANTS	
	10th of the month	$315,538.24
	EOM Payroll	$3,982,534.90
	Manual Checks	$14,098.37
	Void Checks	$0.00
	Total Payroll Warrants	**$4,312,171.51**
	Grand Total All Warrants	**$8,433,887.48**

	From	To
AP Warrants used #	4007520	- 4007959
Payroll Direct Deposit Pay Stub used #	4720616	- 4721921
Payroll Checks used #	4401903	- 4402011

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	5/14/2021	4007717	010	$ 795.35
			060	$ 1,197.22
	5/17/2021	4007734	010	$ 416.22
	5/21/2021	4007796	010	$ 900.51
		4007823	010	$ 3,306.41
4IMPRINT INC. Total				$ 6,615.71
ACE EMPOWER ACADEMY	5/14/2021	4007643	010	$ 36,531.00
ACE EMPOWER ACADEMY Total				$ 36,531.00
ACHIEVE KIDS	5/14/2021	4007704	080	$ 12,840.00
ACHIEVE KIDS Total				$ 12,840.00
AGUILAR, ZUNIGA GRISEL	5/7/2021	4007594	130	$ 7.84
AGUILAR, ZUNIGA GRISEL Total				$ 7.84
AIR FILTER/CONTROL	5/7/2021	4007527	050	$ 342.95
	5/28/2021	4007883	050	$ 259.44
AIR FILTER/CONTROL Total				$ 602.39
AIRGAS, INC.	5/21/2021	4007779	050	$ 43.93
AIRGAS, INC. Total				$ 43.93
ALBAELENA MARIA DIAZ TAMAYO	5/7/2021	4007595	130	$ 200.00
ALBAELENA MARIA DIAZ TAMAYO Total				$ 200.00
ALETTE M. C. BROOKS	5/7/2021	4007613	080	$ 19,375.00
ALETTE M. C. BROOKS Total				$ 19,375.00
ALFONSO SANCHEZ	5/14/2021	4007670	060	$ 14.18
ALFONSO SANCHEZ Total				$ 14.18
ALLIANCE FOR YOUTH ACHIEVEMENT	5/28/2021	4007947	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				$ 30.00
ALLIED REFRIGERATION INC.	5/7/2021	4007528	050	$ 27.09
ALLIED REFRIGERATION INC. Total				$ 27.09
ALMA PRADO	5/21/2021	4007810	010	$ 93.18
ALMA PRADO Total				$ 93.18
ALPHA BLANCA ALVARADO(ALPHA1)	5/14/2021	4007644	010	$ 45,789.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				$ 45,789.00
ALPHA JOSE HERNANDEZ (ALPHA	5/14/2021	4007645	010	$ 49,646.00
ALPHA JOSE HERNANDEZ (ALPHA Total				$ 49,646.00
ALUM ROCK #305	5/28/2021	4007948	010	$ 482.00
ALUM ROCK #305 Total				$ 482.00
ALUM ROCK ADMINISTRATORS ASSOC	5/28/2021	4007949	010	$ 525.00
ALUM ROCK ADMINISTRATORS ASSOC Total				$ 525.00
AMALIA ALVAREZ-CARRILLO	5/14/2021	4007671	060	$ 500.00
	5/21/2021	4007811	060	$ 340.93
AMALIA ALVAREZ-CARRILLO Total				$ 840.93
AMAZON WEB SERVICES INC.	5/14/2021	4007705	010	$ 1,406.44
AMAZON WEB SERVICES INC. Total				$ 1,406.44
AMAZON.COM LLC	5/7/2021	4007552	010	$ 436.99
			060	$ 4,257.33
	5/14/2021	4007684	130	$ 1,449.80
	5/21/2021	4007797	010	$ 107.78
			060	$ 4,324.10

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	5/21/2021	4007824	060	$ 5,141.08
AMAZON.COM LLC Total				**$ 15,717.08**
AMERICAN FIDELITY ASSURANCE	5/28/2021	4007950	010	$ 9,165.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,165.00**
AMERICAN FIDELITY ASSURANCE CO	5/28/2021	4007951	010	$ 31,764.30
AMERICAN FIDELITY ASSURANCE CO Total				**$ 31,764.30**
ANTHONY COLONNA	5/14/2021	4007650	080	$ 43.60
ANTHONY COLONNA Total				**$ 43.60**
APPLE INC.	5/7/2021	4007553	060	$ 42,275.35
	5/21/2021	4007742	010	$ 90.00
	5/28/2021	4007894	010	$ 3,306.58
			060	$ 16,527.75
		4007945	010	$ 4,959.86
			060	$ 10,619.52
APPLE INC. Total				**$ 77,779.06**
ARAMARK UNIFORM SERVICES	5/14/2021	4007706	130	$ 1,122.96
ARAMARK UNIFORM SERVICES Total				**$ 1,122.96**
ARC DOCUMENT SOLUTIONS LLC	5/21/2021	4007825	080	$ 1,437.73
ARC DOCUMENT SOLUTIONS LLC Total				**$ 1,437.73**
ART VISTAS INC.	5/21/2021	4007826	060	$ 2,500.00
ART VISTAS INC. Total				**$ 2,500.00**
ARTHUR L HAND JR	5/21/2021	4007798	010	$ 5,177.50
ARTHUR L HAND JR Total				**$ 5,177.50**
ARUESD - REVOLVING FUND	5/28/2021	4007882	010	$ 321.97
ARUESD - REVOLVING FUND Total				**$ 321.97**
ASBY SPORTS	5/28/2021	4007895	010	$ 3,235.77
ASBY SPORTS Total				**$ 3,235.77**
ASSOCIATION OF CALIFORNIA	5/28/2021	4007952	010	$ 3,444.04
ASSOCIATION OF CALIFORNIA Total				**$ 3,444.04**
AT&T	5/14/2021	4007672	010	$ 2,642.28
	5/21/2021	4007839	010	$ 862.96
	5/28/2021	4007896	010	$ 472.10
AT&T Total				**$ 3,977.34**
BARNES AND NOBLE	5/7/2021	4007554	060	$ 968.51
BARNES AND NOBLE Total				**$ 968.51**
BAUDVILLE	5/7/2021	4007555	010	$ 377.21
BAUDVILLE Total				**$ 377.21**
BAY AREA FLOOR MACHINE	5/21/2021	4007780	010	$ 154.76
	5/28/2021	4007884	010	$ 415.04
BAY AREA FLOOR MACHINE Total				**$ 569.80**
BERNAL, STEPHANIE	5/7/2021	4007522	060	$ 192.92
BERNAL, STEPHANIE Total				**$ 192.92**
BIOMETRICS4ALL INC.	5/10/2021	4007631	010	$ 2.25
BIOMETRICS4ALL INC. Total				**$ 2.25**
BLICK ART MATERIALS LLC	5/7/2021	4007614	010	$ 249.15
BLICK ART MATERIALS LLC Total				**$ 249.15**
BOSCO CONSTRUCTION SERVICES	5/7/2021	4007529	050	$ 6,602.00

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
BOSCO CONSTRUCTION SERVICES	5/21/2021	4007781	050	$	2,451.20
BOSCO CONSTRUCTION SERVICES Total				**$**	**9,053.20**
BRIDGE WIRELESS INC	5/7/2021	4007556	060	$	2,339.08
BRIDGE WIRELESS INC Total				**$**	**2,339.08**
BRIGHT MORNING CONSULTING INC.	5/7/2021	4007572	060	$	695.00
BRIGHT MORNING CONSULTING INC. Total				**$**	**695.00**
BUREAU OF EDUCATION	5/21/2021	4007827	060	$	10,659.00
BUREAU OF EDUCATION Total				**$**	**10,659.00**
BUTLER, TANISHA	5/14/2021	4007673	060	$	65.29
BUTLER, TANISHA Total				**$**	**65.29**
CALIFORNIA DEPARTMENT OF	5/17/2021	4007741	010	$	1,256.75
CALIFORNIA DEPARTMENT OF Total				**$**	**1,256.75**
CALIFORNIA SPORT DESIGN	5/14/2021	4007685	130	$	1,006.63
CALIFORNIA SPORT DESIGN Total				**$**	**1,006.63**
CALIFORNIA UNITED MECHANICAL,	5/14/2021	4007707	050	$	3,145.81
CALIFORNIA UNITED MECHANICAL, Total				**$**	**3,145.81**
CAL-STEAM INC.	5/7/2021	4007530	050	$	108.50
	5/21/2021	4007782	050	$	121.00
CAL-STEAM INC. Total				**$**	**229.50**
CAMBIUM LEARNING INC.	5/7/2021	4007557	060	$	4,500.00
CAMBIUM LEARNING INC. Total				**$**	**4,500.00**
CANON FINANCIAL SERVICES INC.	5/7/2021	4007558	010	$	71.01
	5/21/2021	4007840	060	$	139.84
	5/28/2021	4007919	010	$	9,600.37
			060	$	2,810.02
			050	$	737.43
			080	$	340.85
			130	$	175.89
CANON FINANCIAL SERVICES INC. Total				**$**	**13,875.41**
CAREY CHRISTINE HEINEN	5/21/2021	4007812	010	$	341.92
CAREY CHRISTINE HEINEN Total				**$**	**341.92**
CATALANO, VITTORIO	5/7/2021	4007596	010	$	607.96
CATALANO, VITTORIO Total				**$**	**607.96**
CATERPILLAR FINANCIAL	5/28/2021	4007920	010	$	459.63
CATERPILLAR FINANCIAL Total				**$**	**459.63**
CELLCO PARTNERSHIP	5/12/2021	4007639	010	$	236.19
CELLCO PARTNERSHIP Total				**$**	**236.19**
CHAVEZ PTO	5/28/2021	4007897	060	$	90.70
CHAVEZ PTO Total				**$**	**90.70**
CHRISTINE GARCIA-COGLIANDRO	5/7/2021	4007597	130	$	588.97
CHRISTINE GARCIA-COGLIANDRO Total				**$**	**588.97**
CINTAS CORPORATION	5/7/2021	4007531	010	$	422.62
			050	$	88.52
	5/14/2021	4007679	010	$	422.62
			050	$	88.52
	5/21/2021	4007767	010	$	422.62
			050	$	88.52

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CINTAS CORPORATION	5/28/2021	4007870	010	$	422.62
			050	$	88.52
CINTAS CORPORATION Total				$	2,044.56
CITY OF SAN JOSE	5/10/2021	4007632	050	$	6,158.79
	5/24/2021	4007857	050	$	370.40
CITY OF SAN JOSE Total				$	6,529.19
COAST DESIGNS	5/21/2021	4007743	010	$	1,987.12
			060	$	2,164.41
COAST DESIGNS Total				$	4,151.53
CONSOLIDATED PLASTICS COMPANY	5/7/2021	4007559	010	$	190.81
CONSOLIDATED PLASTICS COMPANY Total				$	190.81
CORONA, OBDULIA	5/28/2021	4007938	010	$	204.18
CORONA, OBDULIA Total				$	204.18
CORTES, CARMEN	5/28/2021	4007939	010	$	206.18
CORTES, CARMEN Total				$	206.18
CREATIVE BUS SALES INC.	5/28/2021	4007921	010	$	225.68
CREATIVE BUS SALES INC. Total				$	225.68
CRICK SOFTWARE INC.	5/7/2021	4007615	080	$	331.55
CRICK SOFTWARE INC. Total				$	331.55
CROWN CASTLE INTERNATIONAL	5/7/2021	4007616	010	$	4,625.53
CROWN CASTLE INTERNATIONAL Total				$	4,625.53
CSEA VICTORY CLUB	5/28/2021	4007953	010	$	44.00
CSEA VICTORY CLUB Total				$	44.00
CUEVAS, SOFIA ARIAS	5/28/2021	4007871	010	$	178.04
CUEVAS, SOFIA ARIAS Total				$	178.04
D&S COMMUNICATION	5/28/2021	4007898	010	$	1,121.49
D&S COMMUNICATION Total				$	1,121.49
DANIEL SANCHEZ	5/7/2021	4007560	060	$	5,700.00
	5/14/2021	4007686	060	$	1,700.00
	5/21/2021	4007768	060	$	700.00
		4007841	060	$	700.00
DANIEL SANCHEZ Total				$	8,800.00
DAYLIGHT FOODS INC	5/14/2021	4007700	130	$	12,688.43
DAYLIGHT FOODS INC Total				$	12,688.43
DELL MARKETING L.P.	5/7/2021	4007561	010	$	31,210.40
			060	$	63,666.30
	5/14/2021	4007651	010	$	23,243.27
			060	$	103,849.75
	5/21/2021	4007744	060	$	10,750.90
		4007828	010	$	11,656.10
			060	$	50,203.50
	5/28/2021	4007899	010	$	1,225.59
			060	$	35,058.69
DELL MARKETING L.P. Total				$	330,864.50
DELTA DENTAL	5/10/2021	4007627	670	$	910.08
DELTA DENTAL Total				$	910.08
DEPARTMENT OF INDUSTRIAL	5/7/2021	4007617	050	$	675.00

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DEPARTMENT OF INDUSTRIAL	5/10/2021	4007633	050	$ 125.00
DEPARTMENT OF INDUSTRIAL Total				**$ 800.00**
DOAN-TRANG THI NGUYEN LIM	5/7/2021	4007598	010	$ 31.50
DOAN-TRANG THI NGUYEN LIM Total				**$ 31.50**
E.L. ACHIEVE INC.	5/7/2021	4007562	060	$ 3,537.95
	5/28/2021	4007900	010	$ 2,500.00
			060	$ 5,000.00
E.L. ACHIEVE INC. Total				**$ 11,037.95**
EDGES ELECTRICAL GROUP LLC	5/7/2021	4007532	050	$ 14,024.15
			140	$ 11,449.01
	5/21/2021	4007783	050	$ 940.39
	5/28/2021	4007885	050	$ 3,388.34
EDGES ELECTRICAL GROUP LLC Total				**$ 29,801.89**
EINSTEIN NOAH RESTAURANT	5/7/2021	4007573	060	$ 201.92
	5/28/2021	4007901	060	$ 342.05
EINSTEIN NOAH RESTAURANT Total				**$ 543.97**
ELIA C PANDO	5/21/2021	4007813	010	$ 478.36
ELIA C PANDO Total				**$ 478.36**
ELVIA FLORES DE BURGARA	5/14/2021	4007674	010	$ 45.26
ELVIA FLORES DE BURGARA Total				**$ 45.26**
ENTOURAGE IMAGING INC.	5/14/2021	4007652	088	$ 559.04
ENTOURAGE IMAGING INC. Total				**$ 559.04**
ENVIRONMENTAL SYSTEMS INC	5/7/2021	4007533	050	$ 16,002.00
	5/10/2021	4007634	050	$ 3,190.91
	5/21/2021	4007784	050	$ 2,200.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 21,392.91**
ERIKA JEANETTE IRELAND	5/7/2021	4007599	010	$ 12.32
ERIKA JEANETTE IRELAND Total				**$ 12.32**
ERNESTO A BEJARANO	5/26/2021	4007861	010	$ 369.40
ERNESTO A BEJARANO Total				**$ 369.40**
ESTEBAN AND MATILDE NEVAREZ	5/7/2021	4007600	010	$ 206.18
ESTEBAN AND MATILDE NEVAREZ Total				**$ 206.18**
ESTHER B. CLARK SCHOOL AT	5/14/2021	4007718	080	$ 9,913.88
ESTHER B. CLARK SCHOOL AT Total				**$ 9,913.88**
FEDERAL EXPRESS	5/7/2021	4007563	010	$ 28.96
	5/17/2021	4007735	010	$ 84.88
FEDERAL EXPRESS Total				**$ 113.84**
FIRST BOOK	5/21/2021	4007769	060	$ 4,000.00
FIRST BOOK Total				**$ 4,000.00**
FOSTER DAIRY FARMS	5/14/2021	4007701	130	$ 27,862.29
FOSTER DAIRY FARMS Total				**$ 27,862.29**
FRANCO, MARIA	5/14/2021	4007675	010	$ 199.60
FRANCO, MARIA Total				**$ 199.60**
GARCIA, NATASHA	5/28/2021	4007872	010	$ 324.10
GARCIA, NATASHA Total				**$ 324.10**
GARDENLAND CENTER INC.	5/21/2021	4007785	050	$ 617.14
GARDENLAND CENTER INC. Total				**$ 617.14**

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GAUNTT, ANDREA	5/7/2021	4007601	010	$ 29.71
GAUNTT, ANDREA Total				**$ 29.71**
GEORGE WILLIAM KLEIDON	5/21/2021	4007842	060	$ 291.35
GEORGE WILLIAM KLEIDON Total				**$ 291.35**
GIANG, LINH A.	5/26/2021	4007862	010	$ 686.09
GIANG, LINH A. Total				**$ 686.09**
GLORIA YOLANDA HAYES-PERKINS	5/7/2021	4007523	010	$ 107.12
	5/14/2021	4007676	010	$ 19.59
GLORIA YOLANDA HAYES-PERKINS Total				**$ 126.71**
GOLD STAR FOODS	5/14/2021	4007702	130	$ 191,883.33
GOLD STAR FOODS Total				**$ 191,883.33**
GORDON & REES LLP.	5/7/2021	4007618	010	$ 558.50
GORDON & REES LLP. Total				**$ 558.50**
GREAT LAKES SPORTS	5/7/2021	4007564	010	$ 4,844.71
	5/14/2021	4007719	010	$ 1,140.21
	5/21/2021	4007799	010	$ 609.29
		4007843	010	$ 277.26
	5/28/2021	4007902	010	$ 153.34
GREAT LAKES SPORTS Total				**$ 7,024.81**
GUENDULAIN, VICTOR A.	5/7/2021	4007524	010	$ 69.48
GUENDULAIN, VICTOR A. Total				**$ 69.48**
GUITAR CENTER STORES INC.	5/7/2021	4007565	010	$ 115.53
	5/28/2021	4007873	010	$ 12.84
GUITAR CENTER STORES INC. Total				**$ 128.37**
HAYDEE GUERRERO	5/21/2021	4007752	010	$ 318.55
HAYDEE GUERRERO Total				**$ 318.55**
HELENA JOO MANLEY	5/7/2021	4007602	060	$ 236.66
HELENA JOO MANLEY Total				**$ 236.66**
HICKLEBEES INC	5/14/2021	4007687	060	$ 1,910.14
HICKLEBEES INC Total				**$ 1,910.14**
HOME DEPOT U.S.A. INC.	5/7/2021	4007534	050	$ 1,806.94
		4007535	010	$ 14,596.58
		4007566	010	$ 529.11
	5/14/2021	4007680	010	$ 61.01
			050	$ 3,441.71
		4007681	010	$ 1,346.26
		4007720	010	$ 2,242.43
			060	$ 253,328.90
	5/21/2021	4007786	050	$ 1,607.94
		4007787	010	$ 1,731.69
		4007829	060	$ 15,522.24
	5/28/2021	4007886	010	$ 107.96
			050	$ 491.35
		4007887	010	$ 2,738.90
HOME DEPOT U.S.A. INC. Total				**$ 299,553.02**
HORIZON DISTRIBUTORS INC	5/7/2021	4007536	050	$ 320.99
	5/14/2021	4007682	050	$ 180.09

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HORIZON DISTRIBUTORS INC	5/21/2021	4007788	050	$ 50.69
	5/28/2021	4007888	050	$ 1,237.71
HORIZON DISTRIBUTORS INC Total				$ 1,789.48
ICONIX WATERWORKS (US) INC.	5/7/2021	4007537	050	$ 169.62
	5/28/2021	4007889	050	$ 449.08
ICONIX WATERWORKS (US) INC. Total				$ 618.70
IDN INC	5/14/2021	4007708	050	$ 1,315.25
	5/21/2021	4007789	050	$ 39.88
IDN INC Total				$ 1,355.13
INTERNATIONAL ASSOCIATION FOR	5/7/2021	4007567	060	$ 1,800.00
INTERNATIONAL ASSOCIATION FOR Total				$ 1,800.00
IT MANAGEMENT CORPORATION	5/7/2021	4007574	010	$ 1,541.03
			060	$ 12,044.96
IT MANAGEMENT CORPORATION Total				$ 13,585.99
ITSAVVY LLC	5/7/2021	4007568	130	$ 14,301.99
	5/14/2021	4007653	060	$ 1,603.75
		4007688	060	$ 7,634.52
	5/21/2021	4007745	010	$ 9,526.54
			060	$ 156.41
ITSAVVY LLC Total				$ 33,223.21
J.W. PEPPER & SON, INC.	5/3/2021	4007520	010	$ 2,591.87
	5/7/2021	4007569	010	$ 191.19
	5/14/2021	4007689	010	$ 169.98
J.W. PEPPER & SON, INC. Total				$ 2,953.04
JESS FERNANDEZ	5/14/2021	4007709	050	$ 20,775.00
JESS FERNANDEZ Total				$ 20,775.00
JESSE M SERNA	5/28/2021	4007922	010	$ 7,955.65
JESSE M SERNA Total				$ 7,955.65
JESSICA MAE LIVOTI	5/28/2021	4007903	060	$ 253.54
JESSICA MAE LIVOTI Total				$ 253.54
JESUS L ARAUJO JR	5/26/2021	4007863	010	$ 0.01
JESUS L ARAUJO JR Total				$ 0.01
JILLIAN ROSE COSTA	5/21/2021	4007753	010	$ 265.54
JILLIAN ROSE COSTA Total				$ 265.54
JOANNA STYLOK	5/7/2021	4007603	010	$ 50.50
JOANNA STYLOK Total				$ 50.50
JOHN F. FONT PHD & ASSOCIATES	5/14/2021	4007654	080	$ 8,071.00
JOHN F. FONT PHD & ASSOCIATES Total				$ 8,071.00
JOHN WILEY & SONS INC.	5/21/2021	4007770	060	$ 6,535.97
JOHN WILEY & SONS INC. Total				$ 6,535.97
JONATHAN NATIVIDAD	5/28/2021	4007874	060	$ 521.77
JONATHAN NATIVIDAD Total				$ 521.77
JOSTENS INC.	5/7/2021	4007570	088	$ 351.02
	5/21/2021	4007771	010	$ 46.10
JOSTENS INC. Total				$ 397.12
JOUNTEY D WADE	5/7/2021	4007604	010	$ 98.75
JOUNTEY D WADE Total				$ 98.75

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JOURNEYED.COM INC.	5/21/2021	4007746	010	$ 2,590.71
		4007830	010	$ 6,005.75
			060	$ 5,459.77
JOURNEYED.COM INC. Total				**$ 14,056.23**
JULIA N BARGAS	5/7/2021	4007605	010	$ 460.79
JULIA N BARGAS Total				**$ 460.79**
JULIO CESAR VILLALOBOS	5/7/2021	4007525	010	$ 85.00
JULIO CESAR VILLALOBOS Total				**$ 85.00**
KAISER	5/10/2021	4007635	670	$ 192,791.26
	5/28/2021	4007923	670	$ 290.00
KAISER Total				**$ 193,081.26**
KAISER PERMANENTE	5/28/2021	4007924	670	$ 412.66
KAISER PERMANENTE Total				**$ 412.66**
KATE ALLISON PARSONS	5/7/2021	4007606	080	$ 10.64
KATE ALLISON PARSONS Total				**$ 10.64**
KELLY-MOORE PAINT COMPANY INC.	5/7/2021	4007538	050	$ 82.30
KELLY-MOORE PAINT COMPANY INC. Total				**$ 82.30**
KERRI NELLIE ANN PEREZ	5/26/2021	4007864	010	$ 556.74
KERRI NELLIE ANN PEREZ Total				**$ 556.74**
KHAI Q. TRAN	5/21/2021	4007772	050	$ 5,630.00
KHAI Q. TRAN Total				**$ 5,630.00**
KIMOCHIS	5/7/2021	4007575	060	$ 4,005.14
	5/28/2021	4007904	010	$ 3,874.25
KIMOCHIS Total				**$ 7,879.39**
KIPP HEARTWOOD ACADEMY	5/14/2021	4007646	010	$ 63,353.00
KIPP HEARTWOOD ACADEMY Total				**$ 63,353.00**
KIPP PRIZE PREPARATORY ACADEMY	5/14/2021	4007647	010	$ 63,184.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 63,184.00**
LAKESHORE EQUIPMENT COMPANY	5/7/2021	4007576	010	$ 235.15
			060	$ 162.90
	5/14/2021	4007655	010	$ 1,454.76
			060	$ 1,326.28
		4007690	010	$ 189.88
		4007721	010	$ 1,222.47
			060	$ 190.96
	5/21/2021	4007831	010	$ 451.45
		4007844	060	$ 3,232.62
LAKESHORE EQUIPMENT COMPANY Total				**$ 8,466.47**
LANGUAGE PEOPLE INC	5/28/2021	4007925	060	$ 3,024.80
		4007936	060	$ 1,814.88
		4007940	060	$ 2,409.76
LANGUAGE PEOPLE INC Total				**$ 7,249.44**
LDP INC	5/14/2021	4007710	060	$ 1,676.33
LDP INC Total				**$ 1,676.33**
LE BOULANGER INC.	5/7/2021	4007577	010	$ 383.90
LE BOULANGER INC. Total				**$ 383.90**
LE TRAN	5/28/2021	4007926	060	$ 663.39

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LE TRAN Total				$ 663.39
LEE & LOW BOOKS INC	5/14/2021	4007691	060	$ 2,016.39
LEE & LOW BOOKS INC Total				$ 2,016.39
LEON NORRINGTON	5/26/2021	4007865	010	$ 6,833.34
LEON NORRINGTON Total				$ 6,833.34
LITTLE HEROES INC.	5/7/2021	4007619	060	$ 2,500.00
	5/14/2021	4007692	010	$ 2,500.00
			060	$ 2,500.00
		4007722	060	$ 2,500.00
	5/17/2021	4007736	060	$ 2,500.00
	5/28/2021	4007927	060	$ 2,500.00
LITTLE HEROES INC. Total				$ 15,000.00
LOGO LOCKER LLC	5/21/2021	4007832	010	$ 9,004.85
	5/28/2021	4007928	088	$ 996.63
LOGO LOCKER LLC Total				$ 10,001.48
LOWES COMPANIES INC.	5/7/2021	4007540	050	$ 282.91
	5/28/2021	4007890	050	$ 17.38
LOWES COMPANIES INC. Total				$ 300.29
LOWE'S COMPANIES, INC.	5/7/2021	4007539	060	$ 91,206.93
LOWE'S COMPANIES, INC. Total				$ 91,206.93
MAGDALENA GRIMALDO	5/21/2021	4007754	060	$ 242.37
MAGDALENA GRIMALDO Total				$ 242.37
MARIA C. GOCHEZ BLANCO	5/7/2021	4007541	050	$ 557.62
	5/14/2021	4007683	050	$ 120.00
MARIA C. GOCHEZ BLANCO Total				$ 677.62
MARIA CARMINA OROZCO	5/14/2021	4007677	010	$ 11.20
MARIA CARMINA OROZCO Total				$ 11.20
MARIBEL CARRILLO	5/21/2021	4007814	010	$ 106.41
MARIBEL CARRILLO Total				$ 106.41
MARILU BELMAN	5/21/2021	4007755	010	$ 381.50
MARILU BELMAN Total				$ 381.50
MAXIM HEALTHCARE SERVICES	5/24/2021	4007858	080	$ 82,848.41
MAXIM HEALTHCARE SERVICES Total				$ 82,848.41
MCKINLEY ELEVATOR CORPORATION	5/7/2021	4007542	050	$ 200.00
MCKINLEY ELEVATOR CORPORATION Total				$ 200.00
METLIFE SMALL MARKET	5/10/2021	4007628	010	$ 1,950.55
METLIFE SMALL MARKET Total				$ 1,950.55
MICHELLE MATRO WRIGHT	5/7/2021	4007607	010	$ 28.67
MICHELLE MATRO WRIGHT Total				$ 28.67
MID AMERICA ADMINISTRATION	5/26/2021	4007867	010	$ 4,364.98
		4007868	010	$ 6,069.94
	5/28/2021	4007954	010	$ 2,052.68
MID AMERICA ADMINISTRATION Total				$ 12,487.60
MUS VIL INC.	5/14/2021	4007693	010	$ 12,804.04
MUS VIL INC. Total				$ 12,804.04
MUSIC IN MOTION	5/28/2021	4007875	010	$ 14.95
MUSIC IN MOTION Total				$ 14.95

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NANCY ANN HADDOX	5/21/2021	4007773	010	$	1,692.28
NANCY ANN HADDOX Total				**$**	**1,692.28**
NBN SPORTS INC.	5/28/2021	4007929	010	$	5,872.50
NBN SPORTS INC. Total				**$**	**5,872.50**
NCS PEARSON INC.	5/28/2021	4007876	080	$	19.25
NCS PEARSON INC. Total				**$**	**19.25**
NESTLE WATERS NORTH AMERICA	5/27/2021	4007869	010	$	867.87
			050	$	59.63
			130	$	23.42
NESTLE WATERS NORTH AMERICA Total				**$**	**950.92**
NEXTEL OF CALIFORNIA INC.	5/21/2021	4007747	010	$	2,338.81
NEXTEL OF CALIFORNIA INC. Total				**$**	**2,338.81**
NGUYEN, MAN VAN	5/21/2021	4007845	010	$	197.60
NGUYEN, MAN VAN Total				**$**	**197.60**
NISSA KRISTINE STOLTENBERG	5/21/2021	4007756	010	$	74.24
NISSA KRISTINE STOLTENBERG Total				**$**	**74.24**
NORCAL TRUCK LEASING INC	5/28/2021	4007905	010	$	166.00
NORCAL TRUCK LEASING INC Total				**$**	**166.00**
NORMA P FLORES	5/14/2021	4007666	060	$	1,430.71
NORMA P FLORES Total				**$**	**1,430.71**
OCCUPATIONAL HEALTH CTR OF CA	5/7/2021	4007620	010	$	217.00
OCCUPATIONAL HEALTH CTR OF CA Total				**$**	**217.00**
OFFICE DEPOT	5/7/2021	4007621	010	$	670.11
	5/14/2021	4007656	010	$	952.05
		4007663	010	$	1,648.34
		4007664	010	$	996.28
		4007665	010	$	6,759.15
			060	$	251.15
		4007678	010	$	1,587.38
	5/21/2021	4007748	010	$	1,145.99
		4007757	010	$	809.75
		4007761	010	$	1,047.15
		4007762	010	$	659.55
			060	$	37.32
		4007763	010	$	2,369.91
		4007764	010	$	1,250.52
		4007765	010	$	30.10
			060	$	2,503.42
		4007766	010	$	796.63
			060	$	152.94
		4007774	010	$	210.73
			050	$	(84.89)
			130	$	137.53
		4007776	010	$	790.18
		4007777	010	$	898.42
		4007778	010	$	576.65
		4007790	010	$	714.34

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	5/21/2021	4007800	010	$ 534.95
		4007818	010	$ 798.66
		4007819	010	$ 905.74
			130	$ 1,211.04
		4007820	010	$ 2,002.80
		4007821	010	$ 1,119.10
		4007822	010	$ 768.42
		4007846	010	$ 709.75
		4007852	010	$ 3,401.71
		4007853	010	$ 441.11
		4007854	010	$ 605.94
			050	$ 101.97
			130	$ 737.40
		4007855	010	$ 1,234.53
		4007856	010	$ 1,521.54
	5/28/2021	4007931	010	$ 430.45
		4007937	010	$ 973.33
		4007941	010	$ 2,194.77
		4007944	010	$ 1,643.24
		4007946	010	$ 2,145.04
			060	$ 751.17
OFFICE DEPOT Total				$ 51,143.36
OLGA FABIANA MARTINEZ	5/28/2021	4007877	060	$ 196.60
OLGA FABIANA MARTINEZ Total				$ 196.60
ONE STONE APPAREL INC.	5/7/2021	4007578	010	$ 1,665.28
			060	$ 1,335.00
		4007622	010	$ 3,133.25
	5/14/2021	4007657	010	$ 1,667.13
		4007694	010	$ 3,613.53
ONE STONE APPAREL INC. Total				$ 11,414.19
O'REILLY AUTOMOTIVE STORES INC	5/28/2021	4007930	010	$ 293.39
O'REILLY AUTOMOTIVE STORES INC Total				$ 293.39
OTC DIRECT INC	5/7/2021	4007579	060	$ 136.85
	5/14/2021	4007723	010	$ 486.74
	5/21/2021	4007749	010	$ 667.28
	5/28/2021	4007906	088	$ 212.52
OTC DIRECT INC Total				$ 1,503.39
P & R PAPER SUPPLY COMPANY	5/14/2021	4007703	130	$ 12,244.73
P & R PAPER SUPPLY COMPANY Total				$ 12,244.73
PACIFIC EDUCATORS INC.	5/28/2021	4007955	010	$ 98.58
PACIFIC EDUCATORS INC. Total				$ 98.58
PAQUETTE, RUSSELL	5/28/2021	4007942	010	$ 607.96
PAQUETTE, RUSSELL Total				$ 607.96
PARTRIDGE CONSULTING INC.	5/7/2021	4007580	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				$ 5,500.00
PEI-NEI LEE	5/28/2021	4007907	080	$ 89.00
PEI-NEI LEE Total				$ 89.00

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PERSEUS ASSOCIATES	5/21/2021	4007847	010	$ 1,050.00
PERSEUS ASSOCIATES Total				**$ 1,050.00**
PG&E	5/7/2021	4007581	010	$ 51.34
	5/14/2021	4007667	010	$ 108,989.84
PG&E Total				**$ 109,041.18**
PIONEER VALLEY EDUCATIONAL	5/28/2021	4007908	010	$ 235.54
PIONEER VALLEY EDUCATIONAL Total				**$ 235.54**
PLANNED PARENTHOOD MAR MONTE	5/17/2021	4007737	010	$ 20,000.00
PLANNED PARENTHOOD MAR MONTE Total				**$ 20,000.00**
PLAY THERAPY SUPPLY LLC	5/14/2021	4007724	010	$ 451.01
PLAY THERAPY SUPPLY LLC Total				**$ 451.01**
POSITIVE PROMOTIONS INC	5/21/2021	4007833	010	$ 2,759.05
	5/28/2021	4007909	060	$ 1,728.42
POSITIVE PROMOTIONS INC Total				**$ 4,487.47**
PRE-PAID LEGAL SERVICES INC.	5/28/2021	4007956	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total				**$ 299.74**
R & R REFRIGERATION & AIR	5/7/2021	4007582	130	$ 404.75
	5/14/2021	4007725	130	$ 647.95
R & R REFRIGERATION & AIR Total				**$ 1,052.70**
RANDALL E. KLEIN	5/21/2021	4007801	060	$ 2,780.00
RANDALL E. KLEIN Total				**$ 2,780.00**
REALLY GOOD STUFF LLC	5/7/2021	4007583	010	$ 85.18
REALLY GOOD STUFF LLC Total				**$ 85.18**
REBECCA BALSTER	5/21/2021	4007758	010	$ 374.60
REBECCA BALSTER Total				**$ 374.60**
REBECCA M JENSEN	5/21/2021	4007759	010	$ 145.93
REBECCA M JENSEN Total				**$ 145.93**
RECOLOGY SOUTH BAY	5/14/2021	4007668	010	$ 18,137.05
		4007711	010	$ 3,634.17
RECOLOGY SOUTH BAY Total				**$ 21,771.22**
RESOURCE AREA FOR TEACHERS	5/14/2021	4007726	060	$ 1,244.53
	5/28/2021	4007932	060	$ 5,125.00
RESOURCE AREA FOR TEACHERS Total				**$ 6,369.53**
RICK DELONG	5/7/2021	4007543	010	$ 1,575.00
	5/17/2021	4007738	010	$ 495.00
	5/21/2021	4007791	010	$ 495.00
	5/28/2021	4007891	010	$ 495.00
RICK DELONG Total				**$ 3,060.00**
RMC A RAY MORGAN COMPANY	5/7/2021	4007584	080	$ 1,273.91
	5/14/2021	4007727	060	$ 55.23
RMC A RAY MORGAN COMPANY Total				**$ 1,329.14**
RO HEALTH INC.	5/14/2021	4007695	010	$ 2,103.75
	5/21/2021	4007802	010	$ 7,682.25
RO HEALTH INC. Total				**$ 9,786.00**
ROCKETSHIP FUERZA	5/14/2021	4007648	010	$ 92,983.00
ROCKETSHIP FUERZA Total				**$ 92,983.00**
ROCKETSHIP SI SE PUEDE	5/14/2021	4007649	010	$ 57,901.00

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ROCKETSHIP SI SE PUEDE Total			$	57,901.00
ROLLINS INC.	5/7/2021	4007544	050	$ 545.44
	5/10/2021	4007636	050	$ 272.72
ROLLINS INC. Total			$	818.16
ROSELLE GILDORE ANDACA	5/28/2021	4007910	060	$ 13.22
ROSELLE GILDORE ANDACA Total			$	13.22
S&S WORLDWIDE INC	5/14/2021	4007658	010	$ 1,415.86
	5/21/2021	4007848	010	$ 135.49
	5/28/2021	4007911	010	$ 75.95
S&S WORLDWIDE INC Total			$	1,627.30
SABINA MURESAN	5/7/2021	4007608	010	$ 60.48
SABINA MURESAN Total			$	60.48
SAN BERNARDINO COUNTY	5/7/2021	4007585	010	$ 2,200.00
SAN BERNARDINO COUNTY Total			$	2,200.00
SAN JOSE BOILER WORKS	5/7/2021	4007545	050	$ 1,438.27
SAN JOSE BOILER WORKS Total			$	1,438.27
SAN JOSE WATER COMPANY	5/14/2021	4007669	010	$ 30,853.78
SAN JOSE WATER COMPANY Total			$	30,853.78
SANTA CLARA COUNTY OFFICE OF	5/21/2021	4007803	060	$ 10,994.34
		4007849	060	$ 7,290.00
SANTA CLARA COUNTY OFFICE OF Total			$	18,284.34
SARA MEZA PADILLA	5/21/2021	4007815	010	$ 101.00
SARA MEZA PADILLA Total			$	101.00
SARAH M KRETOVICS	5/21/2021	4007816	010	$ 208.63
SARAH M KRETOVICS Total			$	208.63
SC FUELS	5/7/2021	4007586	010	$ 2,990.12
	5/14/2021	4007712	010	$ 2,676.03
SC FUELS Total			$	5,666.15
SCHOLASTIC INC.	5/7/2021	4007587	060	$ 11,015.07
	5/14/2021	4007728	060	$ 300.04
	5/21/2021	4007750	060	$ 1,689.18
	5/28/2021	4007912	060	$ 382.38
SCHOLASTIC INC. Total			$	13,386.67
SCHOOL HEALTH CORPORATION	5/7/2021	4007588	010	$ 701.09
	5/14/2021	4007729	010	$ 627.23
	5/21/2021	4007804	010	$ 350.69
		4007834	010	$ 328.83
	5/28/2021	4007913	010	$ 1,547.60
SCHOOL HEALTH CORPORATION Total			$	3,555.44
SCHOOL NURSE SUPPLY INC.	5/7/2021	4007589	010	$ 136.21
		4007623	010	$ 132.29
SCHOOL NURSE SUPPLY INC. Total			$	268.50
SCHOOL SERVICES OF CALIFORNIA	5/14/2021	4007730	010	$ 275.00
	5/21/2021	4007805	010	$ 390.00
		4007850	010	$ 325.00
SCHOOL SERVICES OF CALIFORNIA Total			$	990.00
SCHOOL SPECIALTY LLC	5/21/2021	4007806	010	$ 48.01

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCHOOL SPECIALTY LLC	5/21/2021	4007807	010	$ 614.55
			060	$ 1,061.91
	5/28/2021	4007914	010	$ 150.82
SCHOOL SPECIALTY LLC Total				$ 1,875.29
SCHRANK, MICHAEL	5/28/2021	4007943	010	$ 410.36
SCHRANK, MICHAEL Total				$ 410.36
SEEDS COMMUNITY RESOLUTION	5/10/2021	4007637	060	$ 2,500.00
	5/14/2021	4007696	060	$ 6,500.00
SEEDS COMMUNITY RESOLUTION Total				$ 9,000.00
SELF INSURED SCHOOLS OF	5/14/2021	4007733	670	$ 831,877.00
SELF INSURED SCHOOLS OF Total				$ 831,877.00
SERVICE STATION SYSTEMS	5/7/2021	4007624	050	$ 275.00
SERVICE STATION SYSTEMS Total				$ 275.00
SEYEM DANIELLE ESTEP	5/14/2021	4007659	010	$ 62.74
	5/28/2021	4007915	010	$ 10.71
SEYEM DANIELLE ESTEP Total				$ 73.45
SFCC INTERMEDIATEHOLDINGS INC	5/7/2021	4007590	010	$ 178.86
	5/14/2021	4007660	010	$ 431.95
	5/21/2021	4007751	060	$ 339.48
SFCC INTERMEDIATEHOLDINGS INC Total				$ 950.29
SHARP ELECTRONICS CORPORATION	5/7/2021	4007591	060	$ 443.55
	5/21/2021	4007835	060	$ 443.55
SHARP ELECTRONICS CORPORATION Total				$ 887.10
SILICON VALLEY MATHEMATICS	5/14/2021	4007697	060	$ 5,200.00
	5/21/2021	4007836	060	$ 4,800.00
SILICON VALLEY MATHEMATICS Total				$ 10,000.00
SILICON VALLEY SECURITY &	5/7/2021	4007546	010	$ 6,671.40
	5/24/2021	4007859	010	$ 7,419.00
SILICON VALLEY SECURITY & Total				$ 14,090.40
SONJA BIGGS EDUCATIONAL SVCS	5/7/2021	4007625	080	$ 4,485.65
	5/14/2021	4007713	080	$ 4,485.65
SONJA BIGGS EDUCATIONAL SVCS Total				$ 8,971.30
SOWN TO GROW INC.	5/14/2021	4007661	060	$ 750.00
SOWN TO GROW INC. Total				$ 750.00
SPHERO INC.	5/10/2021	4007638	060	$ 11,416.51
SPHERO INC. Total				$ 11,416.51
SPURR	5/21/2021	4007808	010	$ 10,277.46
SPURR Total				$ 10,277.46
STANDARD INSURANCE CO.	5/28/2021	4007957	010	$ 16,597.38
STANDARD INSURANCE CO. Total				$ 16,597.38
STATE OF CALIFORNIA	5/14/2021	4007714	010	$ 160.00
STATE OF CALIFORNIA Total				$ 160.00
STEVEN WAYNE DOTY	5/7/2021	4007547	050	$ 375.00
STEVEN WAYNE DOTY Total				$ 375.00
STLR CORPORATION	5/21/2021	4007809	010	$ 880.00
STLR CORPORATION Total				$ 880.00
SURINDERJIT KAUR	5/7/2021	4007609	010	$ 70.89

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SURINDERJIT KAUR Total				**$ 70.89**
SUSAN BROPHY	5/7/2021	4007610	010	$ 304.33
SUSAN BROPHY Total				**$ 304.33**
SUSAN M HAMADA	5/21/2021	4007760	060	$ 479.15
SUSAN M HAMADA Total				**$ 479.15**
SUSAN NICHOLAS-AVILA	5/7/2021	4007611	060	$ 45.00
SUSAN NICHOLAS-AVILA Total				**$ 45.00**
SYTECH SOLUTIONS INC.	5/28/2021	4007878	010	$ 2,970.11
SYTECH SOLUTIONS INC. Total				**$ 2,970.11**
TALTON, VERONICA	5/7/2021	4007526	010	$ 38.98
TALTON, VERONICA Total				**$ 38.98**
TARGET SPECIALTY PRODUCTS	5/21/2021	4007792	050	$ 593.48
TARGET SPECIALTY PRODUCTS Total				**$ 593.48**
TAYLOR, VIRGINIA KAY	5/7/2021	4007612	010	$ 607.96
TAYLOR, VIRGINIA KAY Total				**$ 607.96**
TAYMARK	5/7/2021	4007571	010	$ 69.85
TAYMARK Total				**$ 69.85**
TEACHER SYNERGY LLC	5/21/2021	4007837	010	$ 221.88
TEACHER SYNERGY LLC Total				**$ 221.88**
TEAMSTERS LOCAL #150	5/28/2021	4007958	010	$ 10,289.00
TEAMSTERS LOCAL #150 Total				**$ 10,289.00**
TEAMSTERS MANAGED TRUST FUNDS	5/10/2021	4007629	670	$ 219,387.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 219,387.00**
TEODOLINDA FARIAS MENDOZA	5/21/2021	4007817	010	$ 91.84
TEODOLINDA FARIAS MENDOZA Total				**$ 91.84**
TEXAS LIFE INSURANCE	5/28/2021	4007959	010	$ 6,748.60
TEXAS LIFE INSURANCE Total				**$ 6,748.60**
THE GOODYEAR TIRE & RUBBER	5/28/2021	4007933	010	$ 2,756.08
THE GOODYEAR TIRE & RUBBER Total				**$ 2,756.08**
THE PROPHET CORPORATION	5/14/2021	4007662	010	$ 8,698.50
		4007698	010	$ 6,606.99
		4007731	010	$ 6,660.02
	5/28/2021	4007879	010	$ 8,471.63
		4007916	010	$ 2,715.15
THE PROPHET CORPORATION Total				**$ 33,152.29**
THINK TOGETHER	5/7/2021	4007626	120	$ 43,911.60
	5/12/2021	4007640	120	$ 7,875.00
	5/21/2021	4007838	010	$ 14,706.00
			060	$ 91,706.33
	5/28/2021	4007917	120	$ 43,911.60
THINK TOGETHER Total				**$ 202,110.53**
T-MOBILE USA, INC.	5/13/2021	4007641	060	$ 17,907.50
T-MOBILE USA, INC. Total				**$ 17,907.50**
TREERING CORPORATION	5/13/2021	4007642	088	$ 722.10
TREERING CORPORATION Total				**$ 722.10**
TURF AND INDUSTRIAL EQUIPMENT	5/7/2021	4007548	050	$ 33.30
TURF AND INDUSTRIAL EQUIPMENT Total				**$ 33.30**

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TURF STAR	5/7/2021	4007549	050	$ 496.40
	5/21/2021	4007793	050	$ 755.86
	5/28/2021	4007892	050	$ 657.55
TURF STAR Total				**$ 1,909.81**
TUTORWORKS INC.	5/28/2021	4007918	010	$ 7,265.32
TUTORWORKS INC. Total				**$ 7,265.32**
TXL HOLDING CORPORATION	5/14/2021	4007732	010	$ 173.73
TXL HOLDING CORPORATION Total				**$ 173.73**
U.S. BANK	5/17/2021	4007740	010	$ 4,656.75
			060	$ 3,968.52
U.S. BANK Total				**$ 8,625.27**
UNITED PARCEL SERVICE	5/14/2021	4007715	010	$ 155.56
UNITED PARCEL SERVICE Total				**$ 155.56**
UNITED REFRIGERATION INC.	5/7/2021	4007550	050	$ 266.02
	5/21/2021	4007794	050	$ 263.86
UNITED REFRIGERATION INC. Total				**$ 529.88**
UNITEDHEALTHCARE INSURANCE	5/25/2021	4007860	670	$ 20,673.00
UNITEDHEALTHCARE INSURANCE Total				**$ 20,673.00**
VACA, NAYELI S.	5/26/2021	4007866	010	$ 524.12
VACA, NAYELI S. Total				**$ 524.12**
VISION SERVICE PLAN	5/10/2021	4007630	670	$ 11,981.13
VISION SERVICE PLAN Total				**$ 11,981.13**
VISTA CENTER FOR THE BLIND &	5/21/2021	4007775	080	$ 1,377.50
VISTA CENTER FOR THE BLIND & Total				**$ 1,377.50**
VOLER STRATEGIC ADVISORS, INC.	5/17/2021	4007739	010	$ 7,650.00
VOLER STRATEGIC ADVISORS, INC. Total				**$ 7,650.00**
W.W. GRAINGER INC.	5/7/2021	4007551	050	$ 780.41
	5/21/2021	4007795	050	$ 683.08
	5/28/2021	4007893	050	$ 3,279.50
W.W. GRAINGER INC. Total				**$ 4,742.99**
WARDS AUTO SUPPLY, INC	5/7/2021	4007592	010	$ 1,644.86
	5/28/2021	4007934	010	$ 78.51
WARDS AUTO SUPPLY, INC Total				**$ 1,723.37**
WAYNE S. PAUL AND CINDY PAUL	5/21/2021	4007851	010	$ 410.36
WAYNE S. PAUL AND CINDY PAUL Total				**$ 410.36**
WEX Health Inc	5/14/2021	4007716	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WILLIAM V. MACGILL & CO.	5/14/2021	4007699	010	$ 170.36
WILLIAM V. MACGILL & CO. Total				**$ 170.36**
WOODWIND & BRASSWIND INC.	5/3/2021	4007521	010	$ 2,493.09
	5/7/2021	4007593	010	$ 31.41
WOODWIND & BRASSWIND INC. Total				**$ 2,524.50**
WORTHINGTON DIRECT	5/28/2021	4007935	010	$ 4,215.82
WORTHINGTON DIRECT Total				**$ 4,215.82**
YI-CHUN CHIEN	5/28/2021	4007880	080	$ 78.00
YI-CHUN CHIEN Total				**$ 78.00**
YMCA OF SILICON VALLEY	5/28/2021	4007881	010	$ 35,936.56

AP Check Register - Pivot Table Summary by Vendor
May 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
YMCA OF SILICON VALLEY	44344	4007881	060	$ 13,693.88
YMCA OF SILICON VALLEY Total				$ 49,630.44
Grand Total				$ 4,121,715.97

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

12.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/June 10, 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: Tereasa Smith Title: Director, Human Resources

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

Meeting: June 10, 2021
Regular Board Meeting

12.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
June 10, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. Employee Contracts:

1.	Hernandez, Reyes	Behavior Assistant	07/01/2021 – 06/30/2022
2.	Hill, Sylvia	Induction Mentor	08/16/2021 – 06/30/2022
3.	Loia, Tiffany	Consulting RS	08/15/2021 – 06/30/2022
4.	Loman, Brenda	New Teacher Support	08/15/2021 – 06/30/2022
5.	Lopez, Jose	Behavior Assistant	07/01/2021 – 06/30/2022
6.	Mack, Kelly	Induction Mentor	08/16/2021 – 06/30/2021
7.	Margossian, Gregg	Induction Mentor	08/16/2021 – 06/30/2022
8.	Metsers, Angelina	Marriage & Family Therapist	07/01/2021 – 06/30/2022
9.	Qin, Jie	Registered Nurse	07/01/2021 – 06/30/2022
10.	Raquedan, Christina	Occupational Therapist	07/01/2021 – 06/30/2022
11.	Siegfried, Margaret	Induction Mentor	08/16/2021 - 06/30/2022

CLASSIFIED PERSONNEL – June 10, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. Amezcua, Karina	Autism Intervention Assistant / Special Education Services	05/10/2021
II.	**Change of Status:**		
	1. Rocha, Gloria E	Administrative Assistant / Academic Services	06/01/2021
	2. Sharma, Payal	Paraeducator Special Education I & Campus Paraeducator/ Meyer	04/27/2021
III.	**Short Term Assignment:**		
	1. Bautista, Alejandra G	Secretary/Business Services	06/14/2021-08/11/2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 12.05

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez M. M. Title: Procurement Manager

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

To the Board of Trustees:

Recommend Approval

12.05

Agenda Placement

Meeting: June 10, 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
June 10, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST & FUNDING	PURPOSE
Academic Services Barbara Campbell	06/14/21- 06/14/21	National Geographic Learning	No Cost	Provide one-day professional development virtual training to all ARUSD teachers that are teaching summer ELD classes. These services are for 4-8th grade students with ELPAC performance level 1 and level 2. Funding: N/A
Academic Services/ VAPA Danelle Finnen	06/11/21- 06/30/22	The Audacity Performing Arts Project	No Cost	Master Contract: The primary educational focus will be a curricular elective in Technical Theatre for students. Students will gain a basic level of understanding in all areas of technical theatre in addition to being allowed to specialize in the primary areas of interest. Students will be provided with practical experience opportunities working on 2 annual musicals. Funding: Various
Maintenance Ed Villarreal	07/01/20- 06/30/21	Balco Holdings, Inc. dba: Bay Alarm Company	$71,350.00	Provide security monitoring services for all district sites and district office. Funding: General
Special Education Anthony Colonna	07/01/21- 06/30/22	Alette Brooks dba: Autism Workshop	$20,000.00	Provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder. Provide flexibility of services (remote or virtual) during the 2021-2022 SY. Funding: Special Education

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	07/01/21- 06/30/22	LDP, Inc. dba: Leader Services	$30,000.00	Leader Services is a service vendor that provides claim services. Through the program, school districts can obtain federal Medi-Cal reimbursement for specific health-related services. Leader Services establishes and maintains procedures for the timely preparation of claims to Medi-Cal. This service is for students district wide. Funding: Restricted
Special Education Anthony Colonna	07/01/21- 06/30/22	Partridge Consulting, Inc.	$66,000.00	Provide ongoing training, direct services, parent support, assessments, data analysis and program support to Alum Rock students diagnosed with autism. These services are provided district wide. Funding: Special Education
State & Federal Sandra Garcia	06/15/21- 07/16/21	Citizen Schools	$26,572.60 NTE	Provide an in-person summer program for up to 48 students; three hours a day, Monday – Friday. This program will consist of social emotional learning activities and hands-on STEAM-based activities. Citizen Schools staff will enroll and support middle school students across the school district. Funding: Restricted
State & Federal Sandra Garcia	06/15/21- 07/16/21	The City Peace Project	$6,000.00	Provide mentorship for at-risk youth to help them develop skills for making healthy decisions, communicating effectively, and setting and tracking goals. This summer program will provide weekly social-emotional learning through an online group setting and in-person sessions for up to 128 students at two sites (one Elementary and one Middle School), facilitated by up to 12 staff members. Funding: Restricted

Alum Rock Union Elementary School District
June 10, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	06/15/21- 07/16/21	Tutorworks Academic Services	$54,737.00 NTE	Provide general and enrichment educational services, specifically virtual tutoring to students in ARUSD by implementing the CODE WRITE DRAW program. Contractor will provide 57 hours of service to 45 students at various school sites. Services will be from June 15 – July 16, 2021. Funding: Restricted
Student Services Norma Flores	07/01/21- 06/30/22	Lozano Smith Attorney at Law	$10,000.00	Provide remote legal consultation and professional development via phone, email and webinars regarding various school topics such as expulsion, section 504, bullying concerns and COVID-19. Funding: General
Superintendent Dr. Hilaria Bauer	07/01/21- 06/30/22	Jess Serna	$70,000.00	Professional coaching services and lead bargaining unit negotiator. Professional coaching for both Assistant Superintendent of Human Recourses and Director of Human Resources. Lead bargaining negotiations for all units. Funding: General
ITSS Avtar Gill	06/01/21- 06/30/22	IT Management Corp.	$26,704.50	Engineering support services for assisting with ARUSD Data Center support. Knowledge transfer, consulting and supporting ARUSD IT team. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

PURCHASING
JUN 1 2021 AM10:20

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Barbara Campbell

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

   Name of Individual/Company: National Geographic Learning

   Address: 200 Pier Four Blvd. City: Boston State: MA Zip: 02210

   Phone: (619) 895-9029 Email Address: bev.jones@cengage.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 14, 2021 end date June 14, 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:

   National Geographic Learning will provide a one day professional development virtual training to all ARUSD teachers that are teaching summer ELD classes. These services are for 4-8th grade students with ELPAC performance level 1 and level 2.

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

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

   _____ b. **Other:** $_____ (describe rate agreement) Zero cost to the district.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4203	0	5815	00	4760	1000	000000	305	1521	0.00	CH 6/1/21

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

NATIONAL GEOGRAPHIC LEARNING | CENGAGE

April 19, 2021

Alum Rock Union Elementary School District
Academic Services
2930 Gay Ave
San Jose, CA 95127

Dear Academic Services,

Please find below information regarding National Geographic Learning l Cengage professional development training from 10:00 am – 11:00 am June 14, 2021. The training will be delivered virtually and there will be no cost to the district for this training.

SCOPE OF WORK

Alum Rock Training Agenda

I. Introduction and Product Materials
II. Program Philosophy of Learning
III. Unit Overview – Instructional Path
IV. Teacher Support Resources, Digital and Closure
V. Questions

If you have any further questions regarding the above information, please contact your sales consultant, April Estrada, 619-895-9029.

Sincerely,

April Estrada
Sales Consultant

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Independent Contract Board Memo

To: Hilaria Bauer, Ph.D., Superintendent

From: Danelle Finnen

Re: The Audacity Performing Arts Project

Date: May 24, 2020

Description of services being provided:

The primary educational focus will be a curricular elective in Technical Theatre for students. Students will gain a basic level of understanding in all areas of technical theatre in addition to being allowed to specialize in the primary areas of interest. Students will be provided with practical experience opportunities working on 2 annual musicals. The Audacity Performing Arts will provide training, educational equipment and planning with staff and engage students in Programs 4-5 days a week during or after school. These services will include 2021 summer extended year program and the 2021-22 Academic School Year.

Recommendation:

Staff recommends approval of The Audacity Performing Arts Project for 2021-22 Academic School Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASING
JUN 2 2021 PM1:09

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: VAPA (School/Dept.) VENDOR NO. _____

Submitted by: 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: The Audacity Performing Arts Project

   Address: 978 Bucknam Avenue City: Campbell State: CA Zip: 95008

   Phone: (408) 348-4026 Email Address: stonecollonge@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 11, 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:

   Audacity will provide materials, training, education, & performance support to Technical & Musical Theater, Claymation & 2D Animation, Hip Hop Song Writing & Music Production, Documentary Filmaking, Podcasting Improv Comedy, Ukulele, Glee Club,Painting/Storytelling, Poetry & Visual Arts, Literacy, Art & Technology.

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

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

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

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	310	~~2850~~ 7221		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

AUDACITY PERFORMING ARTS PROJECT

ARUSD Scope of Work
2021-2022

Please note:
Availability of programs is based on available teaching artists and equipment for the program.

Technical Theatre - VAPA

The Audacity Performing Arts Project will continue the conversion of two classrooms into a working black box style theatre and technical theatre learning space. In addition, this space will be prepared to function as an after school venue for additional VAPA programs such as improv, dance, music, video production, hip hop DJ, etc.

The primary educational focus will be a curricular elective in Technical Theatre for middle school students. In this elective all students will gain a basic level of understanding in all areas of technical theatre in addition to being allowed to specialize ("major) in their primary area (or areas) of interest. Students will be provided with practical experience opportunities working on the 2 annual musicals.

Lighting Design
Students studying stage lighting will explore basic lighting design theory, lighting installation and focusing, lighting color theory, DMX programing, light board operations.

Sound Design
Students participating in sound design will explore the impact of sound tracks and music on setting a scene, creating a mood and defining place. Students will learn how to program, adjust and run sound cues in a production environment.

Set Design (Production Design)
Students will explore how to create a design concept and bring that concept forward into a full set design. Opportunities will be created for students to bring their concepts to the modeling stage as well as being able to bring their concepts to life in various Audacity productions where opportunities allow.

Set Building

Students will explore basic tool use and tool safety in a variety of scenarios. Students will have hands-on opportunities to build staging required for the Black Box stage, as well as several opportunities to build Audacity sets that will be deployed throughout the entirety of the Audacity production season.

Set Painting
Students will be trained to paint basic techniques of painting for theatre. Guest mentors will be invited to teach various techniques of stage painting.

Show Run Crew
Opportunities will be created for those students who have a desire to serve as run crew for musical performances Audacity produces in order to apply their acquired skills in a real world production environment.

Costuming design and build
Audacity will provide sewing machines and materials in order to provide opportunities for students to experiment with costume design and building. Guest Mentors and videos will be provided to help teach basic costuming concepts and practices.

Prop build and design
Lessons and opportunities to design and build properties will be provided as production needs arise. Interested students will be given the opportunity to learn about production prop needs and how to fulfill those needs. In addition, students will be afforded the opportunity to build concept props based on their own ideas for the purposes of design and build skill development.

In addition to the material outlined above, this program will include field trips to local theatre companies to tour the facilities and talk with the professional staff members about working as a theatre/arts professional. Confirmed theatre companies today are City Lights Theatre Company and Silicon Valley Shakespeare.

Additional details, modifications and adjustments will be carried out in cooperation and in consultation with site administration the VAPA Coordinator for Alum Rock Union Elementary School District.

Grade Level: 6-8
$11,750

Musical Theatre

The Audacity Performing Arts Project will produce complete musical theatre productions. These programs include directing rehearsals and performances.

Audacity will adhere to all Covid-19 rules set forth by ARUSD and County health officials.

Audacity will provide the following:

- Scripts and associated fees to Musical Theater International
- Director

- Assistant Director
- Costumes
- Props
- Sets
- Professional Sound System w/wireless mics
- Lighting System

Middle School Title for 2021-2022
Disney's Moana Jr.

Elementary School Title for 2021-2022
Disney's Frozen Kids
(production titles subject to change based on availability)

Grade Level: K-8
$9,000/per show

Claymation Animation

- **Claymation Animation: Introduction**
  - Character Design
    - Students create a character description, build their clay character using a wire frame, then animate their character in a 60-90 second video that demonstrates how the character moves.
    - No experience necessary
  - Two Timeline Options:
    - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
    - Duration: 8 weeks - 2 days/wk - 2.5 hr/day (3 hours/wk)
  - 5-10 students learning online/in person following County guidelines.

Grade Level: 4-8
$2150/session (includes materials)

- **Claymation Animation: Dia De Los Muertos**
  - Special Theme Character Design
    - Similar to Claymation Introduction, students create Dia De Los Muertos characters, build their clay character called an "alebrije" using a wire frame, then animate their character in a 2-3 minute video that demonstrates how the character moves.
    - No experience necessary; students who have taken Claymation Introduction will be able to create longer more detailed pieces as their comfort level and experience allows.
  - Two Timeline Options:
    - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)

        - Duration: 8 weeks - 2 days/wk - 2.5 hr/day (3 hours/wk)
    - 5-10 students learning online/in person following County guidelines.

Grade Level: 4-8
$2150/session (includes materials)

2D Animation

- **2D Animation: Introduction**
    - Character and Set Design
        - Students create a character and set description, build their character and set using colored paper cutouts (a la, South Park , then animate their character in a 60-90 second video of their character moving within their constructed world.
        - No experience necessary
    - Two Timeline Options:
        - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
        - Duration: 8 weeks - 2 days/wk - 2.5 hr/day (3 hours/wk)
    - 5-10 students learning online/in person following County guidelines.

Grade Level: 4-8
$2000/session (includes materials)

- **2D Animation: Dia De Los Muertos**
    - Special Theme Character Design
        - Similar to 2D Animation Introduction, students develop Dia De Los Muertos characters and sets, build their character called an "alebrije" and set using colored paper cutouts (a la, South Park , then animate their character in a 2-3 minute video of their character moving within their constructed world.
        - No experience necessary; students who have taken 2D Animation Introduction will be able to create longer more detailed pieces as their comfort level and experience allows.
    - Two Timeline Options:
        - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
        - Duration: 8 weeks - 2 days/wk - 2.5 hr/day (3 hours/wk)
    - 5-10 students learning online/in person following County guidelines.

Grade Level: 4-8
$2000/session (includes materials)

Hip Hop Songwriting and Music Production

- Hip Hop Songwriting and Production
  This program is a joint program with Audacity and Hip Hop For Change (Oakland, Ca). Hip Hop For Change specializes in positive expressions of hip hop music and culture.

The workshop will be a hands on program where students will learn all the major skills in hip hop songwriting. These will include (content will be modified based on venue and available facilities):

- Freestyle
- Writing Raps
- Beat Making
- DJ'ing (?)
- Music Production

Students will use equipment and facilities already being installed on campus.

- Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)
- 5-10 students learning online/in person following County guidelines.

Grade Level: 6-8
$1,800/session (includes materials)

Documentary Filmmaking

- Documentary Filmmaking 1: My Story; My Life

  This 8 week after school program where students learn the basics of documentary filmmaking from a hands on perspective:

  - Creating interview questions based on NPRs Storycorps project
  - Conducting Interviews
  - Basic Editing
  - Basic Cinematography
  - Creating short 1-2

  At the end of this project students will have created 2-3 projects that run 1-2 minutes. This project will utilize the iPod Touch for filming and iPads for editing.

  - Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)
  - 5-10 students learning online/in person following County guidelines.

  Through December 2021, Audacity will adapt this program to potentially focus on questions related to experiences during the pandemic. Participants will also be given the freedom to select other points of focus.

Grade Level: 6-8
$1,800/session (includes materials)

Podcasting

- Podcasting 1

  In this 8 week workshop, students (grades 6-8) will learn the technology and skills required to produce podcast recordings. Focus will be on

- podcast structure and technology
- Designing and recording interviews
- Creating an ongoing Podcast

Skill development will focus on:

- content organization
- content curation
- Storytelling
- sound mixing
- recording/editing skills

Students will produce 3-5 podcast recordings 2-5 minutes in length they can host online and share with their community.

- Two Timeline Options:
  - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
  - Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)
- 5-10 students learning online/in person following County guidelines.

Grade Level: 4-8
$1,800/session (includes materials)

Improv Comedy

- In this 8 week workshop, students (grades 6-8) will learn the basics of improvisational sketch comedy. This is a fully participatory program where students will develop improv skills while running a variety of improvisation situations.

- Two Timeline Options:
  - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
  - Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)
- Up to 12 students learning online/in person following County guidelines.

Grade Level: 6-8
$1,500 /session (includes materials)

Ukulele

- This is a beginning level workshop focused on the following:
  - Tuning the instrument
  - Proper instrument care
  - Learning songs
  - (advanced session that teach music theory are in development)

- Two Timeline Options:
  - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
  - Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)

- Up to 12 students (depending on student age) learning online/in person following County guidelines.

Grade Level: 3-8
$2,000 /session (includes materials; students are provided with instruments they keep)

Glee Club

- This is a pop singing ensemble that meets after school:
  - Learn 3-4 songs
  - Work with school for an appropriate venue for Glee Club to perform at school events.
- Duration: 10 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)
- Up to 20 students (depending on student age) learning online/in person following County guidelines.

Grade Level: 6-8
$1,500 /session (includes materials, music, etc.)

Painting and Storytelling

- This painting workshop is aligned with Audacity's "Courageous Storytelling" initiative.
- Students will work on painting exercises designed to tell the story of their lives, the lives of the people around them (their peers), their families and their communities.
- Students will create multiple works (both abstract and realistic) and practice sharing the narrative for each work (both individually and collectively).
- Two Timeline Options:
  - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)
  - Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)
- Up to 12 students (depending on student age) learning online/in person following County guidelines.

Grade Level: K-4
$1900/session

Poetry and Storytelling

- This poetry workshop is aligned with Audacity's "Courageous Storytelling" initiative.
- Students will work on a variety of poetry exercises designed to tell the story of their lives, the lives of the people around them (their peers), their families and their communities.
- Students will create multiple poetic works (both abstract and realistic) and practice sharing the narrative for each work (both individually and collectively).
- Two Timeline Options:
  - Duration: 6 weeks - 2 days/wk - 2 hr/day (4 hours/wk)

- Duration: 8 weeks - 2 days/wk - 1.5 hr/day (3 hours/wk)

- Up to 12 students (depending on student age) learning online/in person following County guidelines.

Grade Level: 1-8
$1500/session

Literacy, Art and Technology

This program is designed for 6th grade English classes and combines reading, text analysis and documentary filmmaking. Please see this link for details:
http://audacityperformingarts.com/literacy-art-and-technology/
Up to $15,000

ARUSD Scope of Work SUMMER 2021
June 15 - July 9

Hip Hop Summer

This is an expanded four hour version of Hip Hop Songwriting" (see above). The summer program will be expanded to include all aspects of Hip Hop Culture and History. The class is 4 hour and A brief presentation on the history and culture of Hip Hop and an introduction to the five elements and four principles of Hip Hop.

- Lessons and activities on Digital Music Production; drum programming, melody creation layering loops, sound design and song structure, utilizing school's community recording studio.
- Lessons and coaching on rapping/song writing, performing and vocal recording.
- Opportunities to design album covers, collaborate with other students on songs, and produce albums, EP's, or singles to be 100% owned by the students.
- Full Access to THE MC online, a Hip Hop for Change, Inc. online course with resources and lessons on the five elements of Hip Hop.

$6000

Dance (Jazz and Hip Hop) (George)

In this two hour class, students will learn the basics of modern hip hop and jazz dance and explore the process of physical storytelling through movement.
$2400

Improv Comedy

This two hour class covers the fundamentals of improvisation and improv comedy. Students will learn a variety of improv games and techniques. This is a fully participatory class where students and teaching artists collaborate together to create the curriculum.
$2200

Visual Arts

Here students will explore a variety of visual forms of expression and art forms. They will also learn to relate their works to the broader narrative forms of storytelling.
$10,000 (4 sections, 2 hours long each)

Ukulele

Students will learn how to tune their instruments and jump into playing songs. Music theory will be lightly covered and emphasis will be placed on learning songs in a collaborative environment. Students will keep their instruments provided for this class as this class is designed to foster lifelong interest in learning.
$2900

Dance (Hip Hop)

This class is simpler to "Dance (Jazz and Hip Hop)" above. This class focuses primarily in Hip Hop dance styles with other forms of dance expression thrown in for fun.
$2400

Podcasting

Podcasting is an expanded version of "Podcasting" listed above.
$2500

Poetic Storytelling

Poetic Storytelling is an expanded version of "Poetic Storytelling" listed above.
$2500

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal - Operation Manager

Re: Bay Alarm

Date: June 10, 2021

Summary:
It is necessary for the District to maintain security monitoring services for all of district sites, including the district office.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bay Alarm in the amount of $71,350.0 for fiscal year 2020-21.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, 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: Balco Holdings, Inc. dba: Bay Alarm Company

   Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

   Phone: (800) 610-1000 / 1-800-470-1000 Email Address: WWW.bayalarm.com

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

   Mutually agree and promise as follows:

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

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

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

   Security monitoring services for all of district sites and District Office.

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:** $ 71,350.00 (describe rate agreement) _____

5. **BUDGET CODE:** EPV 5/17/21

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	$71,350.00	

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

CORPORATE OFFICE
5130 Commercial Cir. Concord, CA 94520
Sales: 1-800-610-1000 / Service: 1-800-470-1000
A Family Business Since 1946
www.bayalarm.com

ARUESD TEAM

I would like to thank you for the opportunity to submit this Commercial Sale, Installation and Services Agreement for your review and approval. I am proud to say that Bay Alarm Company has grown to become the largest family owned & operated electronic security company in America. We have been protecting businesses like yours for over 70 years, and we currently service more than one-hundred and forty thousand customers.

Although we have grown to become one of the largest alarm companies in America, we still recognize the importance of quick and efficient service. You will immediately recognize the difference between Bay Alarm and the other companies when you experience our commitment to total customer satisfaction. This is accomplished through providing our customers with one point of contact for all of their needs. Bay Alarm's mission is to provide our customers with the highest level of security and fire protection in the industry.

As a leader in our industry, we are proud to be affiliated with the following associations and agencies:

California Alarm Association
The Monitoring Association
California Automatic Fire Alarm Association
Electronic Security Association
NetOne
National Fire Protection Association (NFPA)

Thank you for your consideration. If I can be of any assistance by providing clarification or additional information please feel free to contact me. To learn more about Bay Alarm Company, please visit us at www.bayalarm.com.

Sincerely,

BRANDON TOMY
CORPORATE ACCOUNT GROUP

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Bay Alarm Company
Scope of Work

User Name: ARUESD Site Phone Number: 000-000-0000

Site Address: _____

Scope of Work

User hereby authorizes Bay Alarm Company hereinafter "Bay", or assigns to sell, install and/or provide monitoring and other services for a security and/or life safety System under the following conditions and agrees to pay the sales and installation charges and the service charges described below to Bay's address, from the date the System is operational.

EQUIPMENT OWNED BY BAY ALARM AND LEASED TO ARUESD IS DENOTED AS "LEASED"

User desires no additional protection at this time, I.E. MOTION DETECTORS

Pricing: The pricing set forth in this Agreement is based on the number of devices to be installed as set forth in the Scope of Work. If the actual number of devices installed is different than the number set forth in the Scope of Work, the price will be adjusted accordingly.

Pricing Summary/Special Provisions:

□ New System or Takeover □ New Owner □ Addendum-Alteration Addition ■ Cancels Former Agreement-Alteration Addition
Services Provided: □ Full Service □ Time Plus Materials Service □ Monitor Only

Sale and Installation Price and Payment Summary:

Total Installation Price: $ 0.00
(Plus Applicable Taxes to be billed separately)

Deposit Due at Signing: $ 0.00

Due Upon Completion of Prewire: $ 0.00

Balance Due Upon Completion: $ 0.00

Monthly Service Charge:

$ 5,945.81 due Quarterly in Advance

Type Service:
□ Intrusion Alarm □ Fire Alarm

Open/Closing Options
□ E-Autolog
□ BayNet Plus
□ Supervised: (Check one below)
  □ Central Station Open/Closing
  □ User Keypad Control
  □ Video (addendum required)
□ **BayLink**
□ **BayNet**
□ **CCTV**
□ **Access**
□ **Electronic Lock**
□ **Intercom**
□ **Total Connect Video**
□ **Total Connect 2.0**
□ **Video Verification**
□ **Video Notification**
□ **Verified Response $**_____
(Verified Response is included in The total Monthly Service Fee)
□ **Other**_____

Fire Test Frequency:
□ NFPA 72
□ Sprinkler Inspection Service, Bay will inspect ____ risers in accordance with C.C.R. Title 19
□ Other:_____

Fire Test Devices:
□ Panel Only
□ Panel & Fire Devices

Communication Type:
□ Single Phone Line
□ Internet Protocol
□ Digital Cellular Alarm Back-UP
□ Digital Cellular Alarm Only
□ Other _____

Industrial Monitoring:
□ Refrigeration
□ Temperature Control
□ Other_____

Elevator:
□ Elevator Monitoring □ Elevator Test

FOR OFFICE USE ONLY

SIGNS, DECALS AND SYSTEM COMMUNICATOR REMAIN THE PROPERTY OF BAY

How to Get Service: Contact Bay at 1-800-470-1000. Bay will provide service as soon as reasonably possible.

BAY'S LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMISSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECTS MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

Services Provided:

Full Service: Bay will provide all repairs necessitated by ordinary wear and tear to the System. All other repairs shall be at User's expense on a time plus material basis at Bay's then prevailing rates, which include a minimum 30 minute visit charge. DEVICE BATTERIES EXCLUDED.

Time Plus Material: At the end of Bay's limited warranty Bay will provide all repairs at User's expense on a time plus material basis. Parts and labor will be billed at Bay's then prevailing rates, which include a minimum 30 minute visit charge.

Monitor Only: Bay will not provide repair service, testing or inspections to the Systems. User is responsible to provide this service.

If An Intrusion Alarm is Sold:
Glass break detectors, motion detectors, photo electric beams are for area detection only, User to provide a clear path.
Wireless Holdup Buttons: User is aware transmitter push button may cease operating without notice and function is affected by battery charge or distance from control unit. User agrees that Bay is neither responsible nor liable and holds Bay harmless from any consequences associated with this device. Wireless Devices: User is aware that it is User's responsibility to maintain and replace transmitter batteries when necessary. Bay will provide this service for a fee if User so desires. Local authorities may require that you obtain a permit or license to use a monitored alarm System. (See paragraph 6)

If a Takeover / Connect to User Owned Devices:
Bay to connect to and monitor or control User's owned equipment. Any work to be done on User owned equipment that exceeds one (1) hour will be on a time plus material basis at Bay's then prevailing rate including any repairs or modifications required to make System operational.

If a New Owner Labor Agreement:
Bay tests and inspects up to one (1) hour only. Any additional work that has not been contracted will be done on a time plus materials basis at Bay's then prevailing rate.

If a UL Certificate Is Issued:
User understands and agrees that UL charges Bay an annual fee for their services. User will reimburse Bay for the fee. Bay will automatically renew agreement and certificate for same initial agreement term, unless notified thirty days in advance by User.

Progress Billing:

User understands and agrees that if there is a User caused interruption (i.e. User construction delay, remodeling, prewire, no power available, etc.) in Bay's ability to start and finish the installation and Bay must return at a later date to complete the installation, Bay will progress bill for a portion of work completed. A return trip charge may be incurred.

Network & VoIP:
User shall provide and maintain operational an Ethernet Network connected CAT-5 or higher cable with a RJ-45 plug termination at location specified by Bay. If required, User will provide I.P. address, gateway address and submask. If the Internet or Wireless Transmission is used as a primary or secondary transmission path, User will provide, at your expense, the necessary telecommunications connections facilities and required standby power. The Internet, radio and cellular networks are maintained and serviced by the applicable service provider and are totally beyond Bay's control. Signal transmission connectivity and speed may vary due to traffic volumes, adverse weather, System outages and other circumstances beyond our control. Internet Connectivity can only be supported through a PC with Internet Explorer. Mac's or other Browsers are not compatible at this time. **VoIP TELEPHONE SERVICE:** The use of VoIP telephone service may interfere with the ability of the System to transmit alarm signals to our monitoring facility. The User must notify Bay in advance if considering the use of a managed VoIP service in order to assure its ability to function. User understands that DSL, unmanaged VoIP, or other internet-based services not approved in advance by Bay may not be used.

If Software is Provided:
Computer shall be supplied according to Bay's and shall be free from defect. User understands and agrees that although protected by appropriate safeguards; installing remote access dial-in software carries some risk of access to and control of the security System by unauthorized persons. It is the User's responsibility to keep the password, installed software, and modem under their control at all times. If networking software is installed, it is the User's responsibility to provide and maintain a network that can support any installed software by Bay.

If a CCTV System:
User is aware that there are certain rights to privacy enjoyed by employees and the public. As a condition to this installation, it is the User's responsibility to ensure compliance with all applicable privacy laws. User agrees to provide sufficient lighting to meet required scene illuminations. User is solely responsible for providing and maintaining film and/or video tape for CCTV Systems.

If Industrial Monitoring is Sold:
User to supply dry set "C" type contacts and conduit required for Bay connection. Monthly charges include up to two (2) signal transmissions per transmitter per month. An excessive amount over and above this will result in an additional charge per signal above Bay's then prevailing rate.

If Baylink is Sold:
User will receive an email from Bay when their System sends a bypass/trouble/open or close signal from their alarm System. User understands that Bay will make reasonable efforts to communicate through email messages only.

If a Fire System Alarm is Sold:
Smoke/Heat detectors—for area or spot detection only.
Bay to plan check and apply for required permits. User agrees to pay all permit, plan check, or drawing charges as required.
User understands and agrees that any additional devices required by the AHJ before final acceptance of System will be at User's expense at Bay's then prevailing rates.
User to provide a RED 20 amp Circuit Disconnecting Means for all required Dedicated Branch Circuits. User shall provide listed locks for the Circuit Disconnecting Means.
User to also provide dedicated 120VAC to the Fire Alarm Control Unit and associated power supplies, and install breaker locks for required power.
If smoke detectors are installed and then become dirty due to construction that takes place, the User understands they are responsible for repair and/or replacement.
If Bay is unable to gain access to the System for testing and inspections, User understands there may be a return trip fee. Bay will not issue a credit for failed or no access inspections.
User understands and agrees that the automatic fire alarm devices and appliances that will be installed or are located on this property are pursuant to the approved shop drawings that will be or were previously submitted by Bay to the AHJ for this property.
Additional state, other government agency, insurance inspections or testing which requires Bay personnel to be on site will be charged on a time plus material basis, at Bay's then prevailing rates.
Once System has been powered up and System is programmed at Bay's monitoring center the Monthly Service Fees is payable.
HVAC System power/shut off is to be provided by mechanical and/or electrical contractors. Duct detectors shall be provided with a grade level reset switch. Bay will monitor only.
If during the installation process the AHJ deems a fire watch is necessary while the System is being installed or temporarily inoperable, User to provide and pay for this service.
Any painting and/or patching is not included unless expressly stated otherwise.
Additional fees that are not included in the contract are as follows: permit fees, additional off hour inspections or re-inspection due to other contracted parties failure to show and have equipment ready for inspection.
Bay shall install a fire alarm System based on the Codes and Standards that were in effect at the time the System was designed, based on the prescriptive requirements for the occupancy. Bay is not providing an engineering assessment. If an engineering assessment of risk hazards is required, the User should contact a Registered Fire Protection Engineer.

If System Inspections are to be Performed:
Bay will perform system inspections during normal business hours, Monday-Friday 9-5. Inspections performed after normal business hours are available at a premium rate. Depending on the type of inspection being performed, User understands it may cause a disruption in business. This includes the annual testing of Notification Appliances.

If Sprinkler Inspections Service is Provided:
Bay will conduct the inspections in accordance with Title 19, California Code of Regulations, Chapter 5, and Article 4. Bay is not providing or will not provide design analysis of the premises sprinkler system through the inspection. If a design analysis is desired the User should contact a Registered Fire Protection Engineer. Subscriber is responsible for having a design analysis performed if there is a change of use to the occupancy and/or products that are stored or produced within the occupancy.

If an Addendum-Alteration Addition:
User understands and agrees that Bay will leave balance of System as listed per previous agreements.

If Cancels Former Agreement:
Contract terms begin upon date System and/or Service is online.

Service Agreement

The agreement is made by and between ARUESD "User" and Bay Alarm Company "Bay") and is effective for an initial period of **five years**, from date the System is operational. This agreement shall automatically, without action by either party, extend and renew itself under the same terms and conditions for successive periods of two (2) years each, after the initial period unless either party gives to the other at least thirty (30) days written notice, prior to expiration date, or its intention to terminate this agreement upon its original or any renewed expiration date.

Bay will sell to you and install the security system ("System") described on the Scope of work section (s) and/or any additional continuation page (s), and if subscribed to by User, monitor and provide other services pursuant to the terms and conditions of this agreement.

Installation will begin approximately 1 weeks, and will be completed approximately 1 weeks. Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. User agrees to pay in addition to charges stated herein all taxes, permits, fees, or any costs relating to the System imposed by any governmental or regulatory body or increases in charges made by the telephone company. User understands there may be a direct telephone company charge for the installation of a telephone interface jack.

SCOPE OF WORK:
Services to be provided at the following location:

Total Installation Charge: $0.00 (plus applicable sales tax)

Total Monthly Service Charge Due Quarterly in Advance: $5,945.81

User Acceptance:

In accepting this agreement, User agrees to the terms and conditions herein and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the User may issue. Any changes in the System requested by the User after the execution of this agreement shall be paid for by the User and such charges shall be authorized in writing.

Bay Alarm Company:

BRANDON TOMY

Sales Representative **Agent #**

3/19/21

Approved **Date**

ANDREW Cook

User:

User's Signature

User's Printed Name and Title

Date Signed

This agreement will not be effective until either approved by one of Bay's managers, or Bay begins the installation of the equipment or initiates service. In the event of disapproval, Bay's only obligation shall be to refund any monies paid by User to Bay. User acknowledges and agrees that User will not receive a copy of this agreement signed by Bay's manager, and such lack of receipt shall not, in any way, invalidate or otherwise affect this agreement.

CSFM Automatic Fire Extinguishing Concern, Type 1 License, A-0471
California Contractor's License No. 880138
Alarm Operator's ACO License No. 28

Terms & Conditions

1. LIMITED WARRANTY: (a) WHAT IS COVERED: For one year parts and ninety (90) days labor; after we complete the installation, we will repair or replace any defective part of the System without charge to you. We can use new or used parts of the same quality. (b) HOW TO GET SERVICE: Call 1-800-470-1000. (c) WHAT IS NOT COVERED: Repair of the System is our only duty. This warranty does not include batteries or labor associated with the replacement of batteries. This warranty does not include disposable items such as access control entry cards, telephone cords, camera film or video tape. We make no other express warranty including any warranty of merchantability of the System or its fitness for any special purpose. All the implied warranties of merchantability or fitness for any special purpose are limited to the duration of this expressed limited warranty. We do not warrant that the System will always detect, or help prevent any burglary, fire, holdup or other such event. We do not warrant that the System cannot be defeated or compromised or that it will always operate. This warranty does not cover repairs that are needed because of an accident, acts of God, your failure to properly use the System, or if someone other than us attempts to repair or change the System, or any other reason except a defect in the equipment. We are not liable for consequential or incidental damages. You agree that this is our only warranty and we have given you no other warranty for the System. (d) STATE LAW: Some states do not allow the exclusion or the limitation of consequential or incidental damages or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

2. ADDITIONAL COSTS: User agrees to pay Bay's standard rate for past due or carrying charges and collection costs if payments are not made on time or if installation charge is paid on a periodic payment plan or progress billing. A reconnect charge is to be paid by User if the System is disconnected because of a past due balance and User desires it reconnected. User will receive no credit if System is temporarily disconnected or out of service for any reason. Bay assumes no liability for failure to perform because of labor disputes, riots, floods, fires, acts of God or any catastrophe or condition beyond our control and is not required to perform work while any such condition exists. If it becomes necessary for Bay to institute legal proceedings to collect any charges as set forth herein, the unsuccessful party shall pay to the successful party reasonable attorney's fees and actual court cost wherein permitted by law. If User fails to pay any obligations under this agreement when due, upon ten (10) days' written notice, Bay may disconnect the System. A re-connection fee in addition to all past due amounts, will be required prior to reactivating System.

3. BAY IS NOT AN INSURER, LIQUIDATED DAMAGES, LIMITATION OF LIABILITY: For all Systems and services provided, User acknowledges that it is impractical and extremely difficult to fix the actual damages if any, which may proximately result from Bay's negligence, a failure by Bay to perform any of the obligations herein, including but not limited to, installation, monitoring, warranty repair, repair service or other services, or the failure of the System to properly operate with resulting loss to User because of, among other things; a) The uncertain amount or value of User's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the System or service is designed to detect or avert; b) The uncertainty of the response time of any police or fire department should they be notified as a result of a signal from or at premises or notified of an audible device sounding; c) The inability to ascertain in advance what portion, if any, of any personal injury, death or property loss would be proximately caused by Bay's failure to perform or by its equipment to operate; d) a CCTV or access control system may not observe, detect or prevent an unauthorized intrusion or entry onto the premises; e) The nature of the service to be performed by Bay. User understands and agrees that if Bay should be found liable for loss or damage due to failure of Bay to perform any of the obligations herein, including but not limited to installation, repair services, monitoring, fire inspections, or the failure of the System equipment in any respect whatsoever, or Bay's negligence then, Bay's liability shall be limited to a sum equal to the total of one half the annual payment or Fifteen Hundred Dollars ($1,500.00), whichever is the lesser, as liquidated damages and not as a penalty and this liability shall be exclusive; and that the provisions of this paragraph shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property, from performance or nonperformance of the obligations imposed by this agreement, or from negligence of Bay, its agents, assigns or employees. User may obtain a limitation of liability from Bay for a higher limitation of liability in lieu of the liquidated damages set forth above by paying an additional fee to Bay. If User elects this option, a rider will be added to this agreement which will set forth the amount of the limitation of liability and the amount of the fee. Agreeing to the limitation of liability does not mean that Bay is an insurer.

4. THIRD PARTY INDEMNIFICATION: When User, in the ordinary course of business, has the property of others in its/his custody, or the System extends to protect property of others, User agrees to and shall indemnify, defend and hold harmless Bay, its employees and agents for and against all claims brought by parties, other than the parties to this agreement. This provision shall apply to all claims regardless of cause including Bay's performance or failure to perform and including defects in products, design, installation, monitoring, repair, service, operation or non-operation of the System whether based upon negligence, warranty, contribution, indemnification, strict or product liability on the part of Bay, its employees or agents, but this provision shall not apply to claims for loss or damage which occur while an employee or agent of Bay is on User's premises and are solely and directly caused by such employee or agent.

5. SUBROGATION: So far as it is permitted by User's property insurance coverage, User hereby releases, discharges and agrees to hold Bay harmless from any and all claims, liabilities, damages, losses or expenses, arising from or caused by any hazard covered by insurance in or on the User's premises whether said claims are made by User, his agents, or insurance company or other parties claiming under or through User. User agrees to indemnify Bay against, defend and hold Bay harmless from, any action for subrogation which may be brought against Bay by any insurer or insurance company or its agents or assigns including the payment of all damages, expenses, costs and attorney's fees. User shall notify his insurance carrier of the terms of this provision.

6. USER DUTIES: You will instruct all other persons who may use the System on its proper use. You will test the System's protective devices and send test signals to our Central Station in accordance with our instructions at least monthly. If the System includes space protection (i.e. microwave, infrared, photo beams, or other such detectors) you will turn off, control, or remove all things such as air conditioning Systems and heaters that might interfere with such devices when they are turned on. If a problem in the System occurs you will notify us. Authorities may not respond to an alarm, and/or you may be subject to a fine or penalty unless you have all necessary permits and licenses for the use of the System. You agree that we may disclose the information of the instructions to any governmental agency having jurisdiction over the use and operation of the System. In the case of a fire alarm System, you will notify us in writing of any change in your fire rating bureau or agency. You are solely responsible for issuing and controlling access control cards and programming changes to the remote access System. User will give Bay access to all portions of the premises necessary to conduct inspections and tests of the System.

7. INSTALLATION: User will permit Bay to install the System during Bay's normal business hours and will give Bay uninterrupted access to User's premises. User agrees to compensate Bay for any additional installation/service visits required as a result of cancellation, readiness or unavailability at Bay's current

prevailing rate. User has approved the locations of where the control panel, audible devices and all protective devices will be installed. User has the affirmative duty to inform Bay, prior to beginning of installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Upon request, User will repair the premises (including fixing broken or loose doors and windows) reasonably necessary to facilitate the installation and operation of the System. If asbestos or other health hazardous material is encountered during installation, Bay will cease work until User has, at User's sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to Bay's personnel. In no case shall Bay be liable for discovery or exposure of hidden asbestos or other hazardous material, and User shall indemnify and hold Bay and its employees harmless from any claims brought against Bay and/or its employees by third parties for damages, personal injury, death, emotional injury, whether actual or prospective allegedly caused by the presence, spread, ingestion or inhalation of any substance/vapor on or originating from User's premises. If the System includes an exterior audible bell, horn or siren, it is designed to shut-off after sounding for not more than fifteen (15) minutes. User will provide non-switched electrical outlets for the System's transformers. Bay is not responsible if the installation is delayed because of bad weather, labor disputes, unavailability of electrical power or telephone service, Acts of God or other reasons beyond Bay's control. After the completion of the System, User and a Bay representative will inspect it. If something is missing or not properly installed you the User will notify Bay within ten (10) days, otherwise the System will have been accepted by User.

8. CHARGES, TAXES, and RATE INCREASES: All charges set forth herein are based upon existing federal, state and local taxes and utility charges, including telephone company charges, if any. Bay shall have the right at any time to increase the monthly charges provided herein, to reflect any additional taxes, fees or charges provided herein, or charges which hereafter may be imposed on Bay by any utility or governmental agency relating to the service(s) provided under the terms of this agreement and User agrees to pay the same. So that Bay may properly adjust its rates to meet changing service costs and notwithstanding the terms and conditions set forth herein after the expiration of one (1) year from the date of completion of installation and not more often than once each twelve (12) months, Bay may increase the monthly service charge by up to 1.5 times the current Bureau of Labor Statistics Consumer Price Index for all urban consumers (related areas) or if this index is discontinued a comparable index as measured from the date of this agreement to the effective date of the increase upon giving User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase.

Not withstanding any other terms and conditions set forth in this agreement, so that Bay may properly adjust periodic charges to recover increases in its services costs which are not recovered by increase pursuant to paragraph above, at any time after the expiration of one (1) year from date of installation, Bay may increase the monthly service charge to an amount exceeding the charge provided in paragraph above upon giving the User notice in writing. The billing invoice setting forth the new charge shall be sufficient notice of the increase. If User is unwilling to pay such additional monthly charges imposed pursuant to this sub-paragraph and Bay is unwilling to rescind the additional amount, User may terminate this agreement upon giving written notice to Bay within ten (10) days from the effective date of the increase. User's failure to notify Bay within said ten (10) days shall constitute User's consent to the increase pursuant to this sub-paragraph.

9. ASSIGNEES/SUBCONTRACTORS OF BAY: Bay may transfer or assign this agreement to any other person or entity including any financial institution or alarm company. User may not transfer this agreement to someone else (including someone who purchases or rents User's premises) unless Bay approves the transfer in writing. Bay may use subcontractors to provide installation, repairs, inspections, tests or monitoring services. This Agreement, and particularly paragraphs 3, 4 and 5, shall apply to the work or services Bay's assignees or subcontractors provide, and shall apply to them and protect Bay's assignees and subcontractors in the same manner as it applies to and protects Bay.

10. MONITORING SERVICE: To reduce false alarms, Bay uses enhanced call verification (also known as 2-call verification or ECV). When a burglar alarm signal from the alarm system is received, Bay will first try to telephone User's premises, and if there is no answer then will try to telephone the first available person on User's Emergency Notification List, to verify whether or not an emergency condition requiring police response exists. If there is no answer to both of these calls or the person contacted indicates that an emergency exists, Bay will attempt to notify the police department and will also attempt to contact someone on the Emergency Notification List to advise them that the police have been notified. When a fire alarm, hold-up alarm or duress alarm signal is received, Bay will attempt to notify the police or fire department or other emergency personal and the first available person on the Emergency Notification List. However, Bay, to the extent permitted by law, rule, code or regulation, reserves the right to verify all alarm signals by: (i) telephone, or (ii) using the two-way voice feature of the system, if one has been installed, or (iii) otherwise before notifying emergency personnel. When a carbon monoxide alarm is received, Bay will first attempt to contact the premises and the first available person on the Emergency Notification List. If there is no answer at the premises, Bay will attempt to notify the fire department. If someone in the premises responds to Bay's call, Bay will not notify the fire department, and Bay recommends that everyone vacate the premises and User call User's local gas company to investigate the cause of the CO signal. If no one answers the door for emergency authorities, they may attempt to forcibly enter the premises which may result in damage to your door or other entrance, and Bay is not responsible for any such damage. Bay recommends the installation of a Lock Box which gives the fire department access to User's premises key to enter the premises. When a non-emergency signal is received (e.g. temperature or flood sensors), Bay will attempt to contact the premises or the first available person on the Emergency Notification List but will not notify emergency authorities. Bay may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. Bay and User are obligated to comply with all notification and response requirements imposed by governmental agencies having jurisdiction over your system. Bay may discontinue or change any particular response service due to governmental or insurance requirements by giving User written notice. User's consent to the recording of all telephonic communications between User and Bay. If User's police or fire department now or in the future requires physical or visual verification of an emergency condition before responding to a request for assistance, User agrees to subscribe to such service if provided by Bay, or otherwise comply with such requirements. Bay may charge an additional fee for such service. User acknowledges and agrees that all monitoring firmware and software, computer codes and monitoring information remain Bay's sole and exclusive property. USER AGREES THAT BAY IS RESPONSIBLE ONLY FOR ENDEAVORING TO NOTIFY BY THE PHONE THE APPROPRIATE EMERGENCY AGENCY OR OTHER PERSONS NAMED IN THE EMERGENCY NOTIFICATION LIST. USER UNDERSTANDS THAT THE BAY WILL NOT SEND ANY BAY PERSONNEL TO USER'S PREMISES IN RESPONSE TO ANY EMERGENCY SIGNAL UNLESS USER HAS SUBSCRIBED TO BAY'S RESPONSE SERVICE. User understands and agrees that Bay's response agents do not have special arrest or law enforcement powers and may act only as ordinary citizens. User acknowledges that if Bay utilizes a digital communicator for the purpose of sending alarm signals from User's premises to Bay's Central Station, that the signals from User's System are sent over User's single telephone line to Bay's Central Station and other telephone calls cannot be made when the System is activated including 911 emergency operator calls; and in the event User's telephone service is out of order, disconnected, placed on vacation or otherwise interrupted, signals from User's System will not be received in Bay's Central Station during any such interruption and the interruption will not be known to Bay. User further acknowledges and agrees

that signals are sent over telephone company lines which are wholly beyond the control and jurisdiction of Bay and are maintained and serviced by the applicable telephone company. User agrees to pay all charges for all telephone services connecting User's protected premises and Bay. User acknowledges that if Wireless Transmission becomes inoperative for any reason, signals will not be received in Bay's Central Station. User acknowledges that Wireless Transmission may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures, or other conditions beyond the control of Bay.

11. EXCESSIVE ALARMS: In the event an excessive number of false alarms or service calls are caused by User or in the event User in any manner misuses or abuses the System, Bay may, in its sole discretion, deem same to be a material breach of contract on the part of User and, at its option, be excused from further performance upon the giving of ten (10) days written notice to User. Bay's excuse from performance shall not affect its right to recover damages from User. In the event Bay dispatches an agent to respond to an alarm originating from User's premises where User intentionally, accidentally, or negligently has activated the alarm signal and no emergency exists, or if Bay makes any service call caused by the inadvertence or negligence of User, User shall pay Bay a service charge at Bay's then prevailing rates. User represents he fully understands that the equipment, because of its sensitivity and nature, is subject to the influence of external events which are not within the control of Bay and which may cause the alarm to activate. In the event a fine, penalty or fee is assessed against Bay or User by any governmental or municipal agency as a result of any alarm originating from User's premises, User agrees to be responsible for payment of all assessments and/or reimburse Bay for Bay assessments. Any or all such alarms shall not excuse any of the obligations of User as set forth in the agreement.

12. DISCONNECT POLICY: User hereby authorizes Bay to manually or automatically disconnect System if so ordered by a public official or regulation or for nuisance or electrical reasons or if Bay is unable to notify User at emergency numbers listed or if User declines or fails to arrive at premises within thirty (30) minutes after notification. User agrees to hold Bay harmless and to indemnify Bay for any damage, loss, or liability which may result from the turning off of the System.

13. CONTROL COMMUNICATOR: The control communicator is owned by Bay. User acknowledges and agrees that Bay reserves the right to access the digital control communicator by way of remote programming in order to perform diagnostics, change and/or update information, or disconnect service upon the termination or expiration of this agreement.

14. RENEWAL; ENTIRE AGREEMENT: It is understood and agreed by and between the parties hereto, that if there is any conflict between this agreement and User's purchase order or any other document or Bay literature, this agreement will govern, whether such purchase order or other document is prior or subsequent to this agreement unless expressly superseded or replaced by a subsequent agreement. In the event any provisions or parts of this agreement shall be unenforceable, the parties understand and agree that the remaining provisions and parts shall continue in full force and effect. There are no verbal understandings changing or modifying this agreement. There are no verbal understandings changing or modifying this agreement. If User cancels agreement before installation begins, User agrees to pay an administrative charge of 50% of the installation charge. We retain ownership in the System until the sales price is paid in full. If you fail to make any payment for the purchase of the System you empower us and will permit us to disconnect and remove the System or any part of it from your premises. In addition we may pursue any rights and remedies we may have as a secured creditor under the Uniform Commercial Code or pursue any other rights we may have under the law. Removal or disconnection of the System shall not be deemed a waiver of our rights to collect damages, and we shall be under no obligation to restore your premises to its original condition if we terminate the installation or remove the System or any part of it.

15. GOVERNING LAW: This writing is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of the terms thereof. This agreement supersedes all prior representations, understandings or agreements of the parties; and the parties rely only upon the contents of this agreement in executing it. This agreement can only be modified in writing signed by the parties or their duly authorized agent. No waiver or breach of any term or condition of this agreement shall be construed to be a waiver of any succeeding breach. User agrees that this agreement is performed in the state of California and shall be governed by the laws of California. User agrees that any and all legal proceedings will have Contra Costa County California as the exclusive place of venue.

16. LEGAL WAIVERS; JUDICIAL REFERENCE: Both parties hereby agree that no suit or action that relates in any way to this agreement (whether based upon contract, negligence or otherwise) shall be brought against the other more than one (1) year after the accrual of the cause of action therefore. Both parties agree that no law suit or any other legal proceeding connected with this Agreement shall be brought or filed more than one year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Bay in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Contra Costa County California, in accordance with the provisions of Sections 638, et seq and 641 through 645.1, and of the California Code of Civil Procedure, or their successor sections, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all of the powers of a temporary Judge authorized by law. In the event that the enabling legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. That arbitration will be conducted by a retired Judge of the Superior Court in accordance with Section 1280 to 1294.2 of the California Code of Civil Procedure, as amended from time to time.

17. IMAGING: User agrees that Bay may save and store all agreements and other documents executed by User in an electronic media and all such agreements and other documents shall be deemed to be, and may be used by Bay as, originals and shall be given the same force and effect as the paper-form original.

18. DEFAULT BY USER; EXPIRATION; TERMINATION: If any proceeding in bankruptcy, receivership, or insolvency shall be commenced by or against User or his property, or if User makes an assignment for the benefit of creditors, User and Trustee or Assignee appointed to take charge of User's assets shall elect within thirty (30) days to assume or reject this agreement. If assumed, the party assuming this agreement shall within sixty (60) days thereafter: (1) cure all defaults including payment of all amounts due, and (2) provide to Bay adequate assurances of the future performances. Bay shall have the right to terminate this agreement. If User defaults or cancels this agreement, or this agreement is terminated in whole or in part for any reason other than Bay's default, Bay shall be entitled to collect and User shall pay to Bay: (i) all amounts due to Bay for services performed and equipment provided through the termination date of the agreement, and (ii) all amounts to which Bay is entitled by law for the unexpired term of the agreement, including loss of profits. Thirty day written cancellation required. At the expiration or termination of this agreement for any reason, Bay is authorized to enter onto the premises of User and remove Bay's identification signs, decals, equipment and reprogram or otherwise modify the control communicator so that it will no longer communicate signals to Bay's Central Station.

PLEASE READ ENTIRE AGREEMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 20767

PROGRAM MANAGER: Anthony Colonna

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

   Name of Individual/Company: Alette Brooks DBA: Autism Workshop

   Address: 6724 Landerwood Ln. City: San Jose State: CA Zip: 95120

   Phone: (408) 705-6869 Email Address: _____

   SSN: 562-86-9424 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 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:

   Allete Brook DBA: Autism Workshop will provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder. Alette Brooks DBA: Autism Workshop will provide flexibility of services (remote or virtual) during the 2021-2022 school 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)

   X a. **Fee Rate:** $125.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

   080-6546-0-5815-00-5750-1190-000000-380-6546 JL 5/21/21 CRS 5/21/21

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				20,000		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Autism Workshop

Support for educators and families of children with Autism Spectrum Disorders

Proposal

To: Anthony Colonna, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Licensed Educational Psychologist #763, Autism Specialist/Consultant
Owner/Sole Proprietor of Autism Workshop

Date: May 1, 2021

Subject: Proposal for Services for 2021-2022 School Year

The following proposal outlines the activities that I am able to provide to the district to support your students with autism or suspected autism, as well as their programs and staff. My rate of pay is $125.00 per hour.

Section A. This section lists activities are typically provided during times that the district schools are open for direct contact with students:

1. Update status of autism program and confer with Director and other responsible personnel, providing input to facilitate the establishment of program priorities based upon staff interviews and school site observations.

2. Provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder, focused on issues with specific students or groups of students, and "Make 'n Take" materials for autism teachers and support staff as assigned. Consultation and targeted topic workshops which may be provided include the following, based upon director and staff input:
    (1) Understanding autism: strengths and challenges associated with autism
    (2) Setting up a classroom for effective student learning and behavior management for students across the autism spectrum
    (3) Using proactive strategies to address ASD behavioral issues and developing informal behavior plans and formal BIPs that work
    (4) Effectively using a range of visual and physical structures to create positive learning environments
    (5) Developing a structured daily schedule that optimizes ASD student opportunities for learning, including group and individual schedules
    (6) Age-specific concerns for students with ASD (i.e., how to address necessary functional skills from preschool to middle school)

Alette Brooks, Ph.D., LEP #763
P. O. Box 20331
San Jose, CA 95160

408-705-6869



(7) Translating IEP goals and objectives into lessons and learning activities that are specific to needs of students on the autism spectrum
(8) Effectively collecting data and managing record-keeping systems to support instruction and IEP compliance
(9) Formal and informal assessment techniques for ASD and tools for teachers and other support staff
(10) Addressing challenging issues with parents (e.g., desires for a specific methodology, requests for "more", when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction, needs for academic vs. functional skills training) and parent education
(11) Social communication deficits in autism and strategies for providing tools and opportunities for students to engage with others
(12) Optimizing mainstreaming experiences for student with autism, classmates, and school community through use of proactive strategies employing student strengths and consequent strategies for addressing characteristic challenges of ASD
(13) Support in employing specific recommended practices in autism with fidelity and in-depth consultation in aspects of research-based methodologies (e.g., TEACCH, ABA, Social Stories, social skills training, PECS, etc.)
(14) Training and support in using legally-defensible verbal and written communication skills, with a focus on IEPs and reports for students with autism
(15) Addressing the specific challenges of full inclusion of students with high-functioning autism in general education settings

3. Conduct observations in SDC classrooms and general education classrooms where students on the ASD spectrum are mainstreamed or included to gather the following information:
   a. Instructional methodologies employed
   b. Accommodations and modifications for specific student's needs
   c. Fidelity of use of treatments (e.g., TEACCH, ABA, BIPs, etc.)
   d. Intensity of instruction and learning opportunity frequency for students
   e. Meeting the range of needs of the students in the classroom
   f. Classroom organization and coordination
   g. Appraisal of the degree to which identified student's needs are being met
   h. Articulation of programmatic elements and communication
      (1) During transitions during the day (e.g., mainstreaming, campus activities)
      (2) Transitions from one level or teacher to the next within a school site
      (3) Transitions from one school to another
      (4) Transitions from COE to district programs, or vice versa
      (5) Campus support for SDC programs, staff and students

Alette Brooks, Ph.D., LEP #763
P. O. Box 20331
San Jose, CA 95160

408-705-6869



4. Review student records as assigned to support program development with a focus on the following information:
   a. Defensibility of reports and IEPs
   b. Student assessment and goal information, for comparison purposes to assess how the data is translated into classroom practice
   c. Efficacy of classroom data management systems

5. Provide consultation to teachers and staff on an assigned/as-needed basis to support the needs of students with ASD identified above

6. Attend IEP meetings for students with autism/suspected autism as assigned with necessary preparation and follow-up with the teacher

7. Facilitate team meetings to increase coherence throughout district SDC classes in their services for students on the autism spectrum

8. Provide coaching for individual teachers and their staffs to develop specific skills as indicated in areas of need for students with ASD
   (1) Single or short-term classroom visits, demonstrations, and immediate follow-up meetings with teacher/staff to discuss targeted issues and skills
   (2) Coaching with periodic follow-up (6 to 8 weeks)
   (3) New classroom set-up, with intensive collaboration initially and periodic follow-up after classroom is up and running

9. As part of a multidisciplinary team, provide educational psychologist assessment services as assigned to provide information in the identification of individuals who may have an Autism Spectrum Disorder, or assistance to the team in ruling-out autism.

Section B. This section outlines additional and/or modified services available during times that schools are employing alternatives to traditional in-person instruction due to the coronavirus pandemic, including hybrid and distance learning models:

1. All activities listed in Section A (with the exception of Section A-3: direct in-person observation of ongoing classrooms) can be provided via telephone, video conferencing, or through such interactive platforms as Zoom. Training modules can be created for teachers to access as needed or assigned.

2. Activities requiring direct observation of students or teachers, such as in section A-3, can be conducted as appropriate through live streaming or video analysis.

Alette Brooks, Ph.D., LEP #763
P. O. Box 20331
San Jose, CA 95160

408-705-6869



Autism Workshop

Support for educators and families of children with Autism Spectrum Disorders

Thank you so much for the opportunity to work with a great team!

Sincerely,

Alette M.C. Brooks

Alette Brooks, Ph.D., LEP #763
Licensed Educational Psychologist
Autism Specialist/Consultant

Alette Brooks, Ph.D., LEP #763
P. O. Box 20331
San Jose, CA 95160

408-705-6869

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 18132

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: LDP, INC. DBA Leader Services

   Address: 75 Kiwanis Blvd. City: Hazleton State: PA Zip: 18201

   Phone: (_____) Email Address: _____

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

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:

   Leader Services is a service vendor that provides claim services. Through the program, school districts can obtain federal Medi-Cal reimbursement for specific health-related services. Leader Services establishes and maintains procedures for the timely preparation of claims to Medi-Cal. This service is for students district-wide.

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

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

   X b. **Other:** $~~40,000~~ 30,000 AL (describe rate agreement) Per fee schedule

   060-5640-0-5815-00-1110-1000-000000-380-1822 AL 6/21/21

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				30,000	AL	

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

SERVICES AGREEMENT

This Agreement made and entered this July 1st, 2021 between Alum Rock Union School District (hereinafter referred to as the "**CLIENT**") having an address at 2930 Gay Avenue, San Jose, California, 95127 and LDP, Inc., d/b/a Leader Services (hereinafter referred to as "**LEADER**") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202.

The parties hereto agree that **LEADER** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** will hold **LEADER** harmless from claims by its subcontracting organizations. **CLIENT** will inform **LEADER** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing on July 1, 2021 and ending June 30, 2022 for preparing claims for **CLIENT**. Claims will be submitted on a weekly basis.

This Agreement will automatically renew for additional periods of twelve (12) months up to a maximum of five (5) years as authorized by Education Code Section 17596 unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

2. CLAIMS PROCESSING FEE SCHEDULE

- **10.0% for first $500,000 in annual Interim Approved Claims**
- **9.5% for second $500,000 in annual Interim Approved Claims**
- **9.0% for everything above $1,000,000 in annual Interim Approved Claims**

Billing fee schedule is enclosed at the end of this agreement. LEADER's claim processing fee will not exceed 10% of approved DHCS revenue.

LEADER shall invoice **CLIENT** each month that Medi-Cal payments are received by **CLIENT. LEADER** shall provide a report indicating which claims were submitted and processed for payment to **CLIENT** and the corresponding service fee charged by **LEADER**.

3. CONSULTANT FEE SCHEDULE

LEADER shall provide additional professional consultant services related to the Random Moment Time Survey (RMTS) model, necessary for the proper administration of the **CLIENT'S** LEA BOP at the **CLIENT'S** request.

Consultant fees are $125.00 per hour billable in half (1/2) hour increments. On-site consulting fees are available at a rate of $125.00 per hour with a minimum of two hours, plus $125 an hour travel time and actual cost of any meals or lodging for required overnight stays.

4. LATE FEES

CLIENT agrees to issue payment to LEADER within 30 calendar days of receipt of invoice to **LEADER. CLIENT** will incur a late fee of one and a half percent (1.5%) per month or any part thereof, or the maximum fee allowed by law (18% per year), whichever is less, on any invoiced amount unpaid after sixty (60) days.

5. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **LEADER** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **LEADER** and **CLIENT**, the sole and exclusive property of **LEADER**.

CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

6. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission of data, privacy and security.

7. INPUT DATA

Accurate, complete, and correct data necessary for **LEADER** to perform its services hereunder will be the sole responsibility of **CLIENT**. **LEADER** will not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT.**

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEADER will not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of **LEADER**. **LEADER's** liability, under this Agreement, is limited to the amount paid by client for the services under this Agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

9. OPERATING PROCEDURES

LEADER will be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

LEADER agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Provide a web application for the entry of billing service transactions by CLIENT staff (STaR).

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **LEADER** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

Assist and prepare the Cost and Reimbursement Comparison Schedule (CRCS) report at no charge while a current client.

CLIENT agrees to:

Provide **LEADER**, on a timely basis, all forms and documentation in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medi-Cal.

10. **GENERAL**

a) **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

b) **SUCCESSORS** - This Agreement will be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

c) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.

d) **SEVERABILITY** - In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.

e) **NOTICES** - Any notice sent pursuant to this Agreement will be sent by certified mail to the parties at their respective addresses.

f) **STATE LAW** - This Agreement will be governed by and construed in accordance with the laws of California.

g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.

h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, will be automatically void and of no effect whatsoever.

i) **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER**'s policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

ALUM ROCK UNION SCHOOL DISTRICT		**LEADER SERVICES**	
By:		**By:**	
Name:	Hilaria Bauer, Ph.D.	**Name:**	Charles J. Mason, Jr.
Title:	Superintendent	**Title:**	President
Date:		**Date:**	4/15/2021

Leader Services' LEA Billing Options Fee Schedule- July 1, 2021

Type of Service	Rate
IEP, IFSP Initial/Triennial Audiologist Assessment	$ 13.14
IEP, IFSP Amended/Annual Audiologist Assessment	$ 9.86
IEP, IFSP Hearing Check - Fitting/Orientation/Checking of Hearing Aid	$ 3.83
IEP, IFSP, IHSP Initial Audiology Treatment Service (**)	$ 6.02
IEP, IFSP, IHSP Additional Audiology Treatment Service (*)	$ 1.64
IEP, IFSP Initial/Triennial Nursing Assessment	$ 9.03
IEP, IFSP Amended/Annual Nursing Assessment	$ 5.16
IEP, IFSP Initial/Triennial Health/Nutrition Assessment (*)	$ 1.29
IEP, IFSP Annual/Amended Health/Nutrition Assessment (*)	$ 1.29
IEP, IFSP, IHSP Nutritional Counseling/Dietician Visit (*)	$ 1.29
IEP, IFSP, IHSP, Nursing Services (RN) (*)	$ 1.29
IEP, IFSP, IHSP Nursing Services (LVN) (*)	$ 0.66
IEP, IFSP, IHSP, School Health Aide Services (*)	$ 0.57
IEP, IFSP Initial/Triennial Physical Therapy Assessment	$ 15.61
IEP, IFSP Amended/Annual Physical Therapy Assessment	$ 10.84
IEP, IFSP, IHSP Initial (Individual) Physical Therapy (**)	$ 4.34
IEP, IFSP, IHSP Additional (Individual) Physical Therapy (*)	$ 1.35
IEP, IFSP, IHSP Initial (Group) Physical Therapy (**)	$ 1.45
IEP, IFSP, IHSP Additional (Group) Physical Therapy (*)	$ 0.45
IEP, IFSP Initial/Triennial Psychologist Assessment	$ 33.16
IEP, IFSP Annual/Amended Psychologist Assessment	$ 11.05
IEP, IFSP Initial/Triennial IEP/IFSP Psychosocial Status Assessment (*)	$ 1.23
IEP, IFSP Amended/Annual Psychosocial Status Assessment (*)	$ 1.23
IEP, IFSP, IHSP, Initial (Individual) Psychology/Counseling Treatment Service (**)	$ 5.07
IEP, IFSP, IHSP, Additional (Individual) Psychology/Counseling Treatment Service (*)	$ 1.38
IEP, IFSP, IHSP, Initial (Group) Psychology/Counseling Treatment Service (**)	$ 1.12
IEP, IFSP, IHSP, Additional (Group) Psychology/Counseling Treatment Service (*)	$ 0.23
IEP, IFSP Initial/Triennial Occupational Therapy Assessment	$ 15.17
IEP, IFSP Amended/Annual Occupational Therapy Assessment	$ 10.54
IEP, IFSP, IHSP Initial (Individual) Occupational Therapy (**)	$ 5.00
IEP, IFSP, IHSP Additional (Individual) Occupational Therapy (*)	$ 1.32
IEP, IFSP, IHSP Initial (Group) Occupational Therapy (**)	$ 1.67
IEP, IFSP, IHSP Additional (Group) Occupational Therapy (*)	$ 0.44
IEP, IFSP, IHSP Orientation and Mobility Assessment (*)	$ 1.32
IEP, IFSP, IHSP Orientation and Mobility Treatment (*)	$ 1.32
IEP, IFSP, IHSP Respiratory Care Assessment (*)	$ 1.29
IEP, IFSP, IHSP Respiratory Therapy Service (*)	$ 1.29
IEP, IFSP Speech Assessment (Behavioral and Qualitative Analysis of Voice Resonance)	$ 3.60
IEP, IFSP Speech Assessment (Evaluation of Sound Production)	$ 3.60
IEP, IFSP Speech Assessment (Evaluation of Sound Production, with language comprehension)	$ 7.20
IEP, IFSP Speech Assessment (Evaluation of Speech Fluency)	$ 4.20
IEP, IFSP, IHSP (Individual) Speech Therapy Treatment Services (**)	$ 4.55
IEP, IFSP, IHSP (Individual) Additional Speech Therapy Treatment Services (*)	$ 1.36
IEP, IFSP, IHSP (Group) Speech Therapy Treatment Services (**)	$ 1.67
IEP, IFSP, IHSP (Group) Additional Speech Therapy Treatment Services (*)	$ 0.45
Non-IEP Psychosocial Status Assessment/Re-Assessment (*)	$ 1.38
Non-IEP, IFSP Developmental Assessment (*)	$ 1.35
Non-IEP, IFSP Health Education/Anticipatory Guidance Assessment/Re-Assessment (*)	$ 1.38
Non-IEP, IFSP Health/Nutritional-Initial Health/Behavioral Assessment (*)	$ 1.29
Non-IEP, IFSP Hearing Assessment	$ 9.65
Non-IEP, IFSP Vision Assessment	$ 0.46
IEP, IFSP Medical Transportation one-way	$ 1.11
IEP, IFSP Ground Mileage (Per Mile)	$ 0.08
IEP, IFSP, IHSP Targeted Case Management	$ 1.29

Effective as of July 1, 2021
*Billed in 15 minute time increments
**Billed in 15-45 continuous minutes

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 20756

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: Partridge Consulting, INC.

   Address: 125 Patterson St #139 City: San Jose State: CA Zip: 95112

   Phone: (408) 316-5646 Email Address: _____

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

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:

   Provide ongoing training, direct services, parent support, assessments, data analysis and program support to Alum Rock students diagnosed with autism. These services are provided district wide.

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

   X a. **Fee Rate:** $5,500/mth 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:** AL 6/2-7/24 chrstrn

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
080	6546-0	5815-00-5750	-1190	60,500	000000-380	6546
080	6500-0	5815-00-5750	1130	5,500	000000-380	1750

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

Partridge Consulting Inc.
125 Patterson St. Unit139
San Jose, CA 95112
408.316.5646

Responsibilities and Duties for ABA Consultant

I provide individualized, data-based instruction, using a curriculum that focuses on the development of language skills for children with a diagnosis of Autism. The language instruction is based on an analysis of the student's existing Verbal Behavior. Positive behavioral interventions are designed to capture the student's existing motivation such that they have immediate benefits from using their skills both at home and at school. The primary objective of the program is to teach skills, which will allow the students to successfully transition into a higher level, educational environment where they will continue to acquire important skills. Therefore the emphasis of the program is to develop language and other educational skills, which will allow the students to readily acquire a variety of new skills without the need for intensive instruction. The program is designed to require a high rate of responding by the students throughout their school day while maintaining the student's motivation to participate in the educational tasks by providing a high ratio of positive reinforcement. Teaching occurs both during structured sessions and during ongoing activities outside of the structured teaching sessions. First Trial Data is collected to ensure that the students are acquiring the skills being taught in the teaching sessions.
This service is based on a student's function in the school setting and is not based solely on medical diagnosis or language\cognitive delay. Eligibility for services will depend on educational needs, not just whether the child will benefit in some way from ABA. ABA is not intended to optimize skill levels but rather to develop as much as possible the foundations necessary for the child to purposely interact and benefit from his or her specific educational placement. ABA service is determined within the context of many issues including but not limited to, overall functional level, specific educational goals and objectives and /or class placement and functional language levels. ABA services can be provided through 1:1 and small group direct service, monitoring and consultation within the student's classroom, depending on which delivery model will best serve the needs of the child.

My duties include the initial assessment of students for ABA service. I provide a written assessment report for the student's IEP. I attend the student's IEP meetings to present my recommendations for service. I provide a written Progress Report and attend the student's annual IEP meetings as well as any other IEP team meetings. I update Bi-Monthly the student's progress through the data collection process. I also provide training and on-going supervision for the district therapists and teachers as needed on site at least two times per school week in behavioral instructional methodology including reinforcement techniques, shaping of behavior, Discrete Trial Therapy, verbal behavior instruction, correction procedures, interspersal techniques, and data collection methods. The student's progress is constantly monitored and updated as well. Parent consultation is provided on an as needed basis

This proposal is for the upcoming year of July 1st 2021 -June 30, 2022. I am currently responsible for over 90 student's programs. Compensation to be at a rate $66,000 of per year

DocuSign Envelope ID: 3FF5C0D1-33C9-4FA0-B940-C7FBA39049EA

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal (School/Dept.) VENDOR NO. 21447

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: Citizen Schools

   Address: 330 Twin Dolphin Dr. Suite# 116 City: Redwood State: CA Zip: 94085

   Phone: (650) 517-5191 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:

   Citizen Schools will provide an in-person summer program for up to 48 students: 3 hrs a day, Monday - Friday. This program will consist of social emotional learning activities and hands-on STEAM-based activities. Citizen Schools staff will enroll and support middle school students across the 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:** $26,572.60 (describe rate agreement) (Not to Exceed)

   JL 6/2/21 5/28/21

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7425-0-5815	00-1110-1000-	000010-	360-7390	26,572.60	summer school

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

1 Beacon Stre
Boston, MA 021
tel 617.695.23

Scope of work: Citizen Schools Summer Program ARUSD

Overview

In order to address learning gaps due to COVID-19 related unfinished learning. Citizen Schools will provide summer programming in partnership with ARUSD. The overarching goal is to re-engage students by extending instructional learning time to support students' transition to in-person learning. The summer program will serve 6th, 7th, and 8th grade students from Alum Rock Union School District.

Program

In Citizen Schools' Summer Program students will participate 3 hours a day, 5 days a week in social emotional learning and hands-on STEAM-based activities. Citizen Schools staff will enroll and support middle school students across Alum Rock Union School District.

The major objectives of the Citizen Schools Summer Program are:

- Bridge learning loss from the 2020-2021 academic year
- Support student development of social emotional skills
- Engage students through hands-on STEAM based activities

Program Site

- Joseph George
- 12:1 Student to staff ratio - serving 48 students

Fees

Alum Rock Union School District will be responsible for offsetting the following program costs

- Staffing
- 4 Teaching Associates - **$10,119.60**
- 1 Site Coordinator - **$3300**
- Personnel - **$7653.10**

- Program Operations
- Curriculum Development - **$1500**
- Supplies - **$4,000**

Total Costs: $26,572.60

Timeline and Implementation

Jun 10-14 2021 Staff training on program implementation and COVID-19 safety protocols for in-person learning

Jun 15-Jul 16 2021: Summer program launches

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 22679

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: The City Peace Project

   Address: P.O. Box 36014 City: San Jose State: CA Zip: 95158

   Phone: (408) 797-4274 Email Address: rachel@tcpp.org / danny@tcpp.org

   SSN: _____ or Fed I.D. #: 46-1323539

   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:

   The City Peace Project provides mentorship for at-risk youth to help them develop skills for making healthy decisions, communicating effectively, and setting and tracking goals. Program will provide weekly social-emotional learning through an online group setting and in-person sessions for up to 128 students at two sites (Hubbard Academy and Renaissance at Mathson M.S.), facilitated by up to 12 staff.

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

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

   X b. **Other:** $6,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	~~3010~~	0	5815	00	1110	1000	000000	360	4127	$6,000.00	CR 6/2/21
	4127										

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

thecitypeaceproject.org
P.O. Box, 36014
San Jose, 95158

The City Peace Project
SEL Summer School Proposal 2021
Scope of Work

Objective

"The objective of The City Peace Project's social-emotional learning (SEL) program is to empower students to thrive in their school and communities as well-rounded individuals. By creating a safe and caring environment to guide and encourage youth, The City Peace Project can have breakthrough in transforming the lives of students. This curriculum will serve as a guide for students facing social, emotional, and personal challenges that we all experience. The curriculum seeks to help students develop interpersonal, communication, and self-advocacy skills."

The City Peace Project provides mentorship for at-risk youth to help them develop skills for making healthy decisions, communicating effectively, and setting and tracking goals.

This course incorporates all five CASEL core competencies, self awareness, self management, responsible decision making, relationship skills, and social awareness.

Capacity

We can provide support for 12 students per each staff leader. The City Peace Project can provide 4 staff leaders for the in-person sessions.

Day	Time	Total Staffing	Total Students
Mondays/Wednesdays (Online) Middle School (Grades 6-8)	11:00-11:45am	2	40 (Ratio 20:1)
Mondays/Wednesdays (In-Person) Elementary School (3-5)	12:00-2:30pm	4	24 (Ratio 12:2)
Tuesdays/Thursdays	11:00-11:45am	2	40

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San Jose, 95158

The City Peace Project
SEL Summer School Proposal 2021

(Online) Elementary Schools (3-5)			(Ratio 20:1)
Tuesdays/Thursdays (In-Person) Middle School (6-8)	12:00-2:30pm	4	24 (Ratio 12:2)
Total		12	128

School Sites Desired are Hubbard Academy and Renaissance at Mathson M.S. We will host one Online Elementary group and one In Person Elementary group. We will also host one Online Middle group and one In Person Middle Group.

From 11am - 11:45am we will host our morning online group
From 12pm - 2:30pm we will host our afternoon in person class (includes pick up time)

Monday/Wednesday
- Elementary in person afternoon
- Middle online morning

Tuesday/Thursday
- Elementary online morning
- Middle in person afternoon

Safety Guidelines:
- Per Public Health guidelines, TCPP will strictly follow the suggested safety protocols. 12 students will be the maximum amount of students per any cohort group and cohort groups will stay the same throughout the program duration.
- TCPP will practice social distancing, requirement of PPE
- The in-person portion of the class will be held outdoors and will abide by public health outdoor gathering guidelines.

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San Jose, 95158

The City Peace Project
SEL Summer School Proposal 2021

- Student groups must stay the same throughout instruction.
- Parents must complete a self-check health assessment for themselves and their students before class each day.
- Parents must agree to picking up their student within 15 minutes of signs of the student feeling ill. Instructions on this will be provided in a registration form.

Online:
TCPP will provide this course via Zoom to online cohorts of 20 students per every one TCPP staff leader. These classes will take place via Zoom. These session will follow similar activities and agenda as the in-person model.

In Person:
TCPP will provide this course in person, following the CDC Covid19 Health Guidelines,* to two cohorts. One cohort will meet on a Tuesday/Thursday schedule. One cohort will meet on a Monday/Wednesday schedule.

In person schedule will include:
School provided or Student provided lunch from 12:00 - 12:30pm
Instruction from 12:30pm - 1:00pm
Activity from 1:30pm - 2:00pm

Timeline and Cost

There will be a time of instruction as well as break-out group time. The entire session would last 45 minutes for the online session and 2½ hours for the in person session. Curriculum and teacher training will be provided by The City Peace Project. Program cost will depend on duration

4 week option (June 15-July 16, 2021): $6000

The program will last from late June through the end of July.

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San Jose, 95158

The City Peace Project
SEL Summer School Proposal 2021

Two separate groups, one on Tuesday and Thursday, one on Monday and Wednesday

Supply Needs

Supply Needs:
Staff and students on campus will need canopies for shade, seating, and tables to be provided by the school

TCPP will provide PPE, Water, and snacks.

Facility Needs:

One (1) school facility is needed for the Monday/Wednesday group
One (1) school facility is needed for the Tuesday/Thursday group
*Can be the same school facility

At the school facilities TCPP will need access to staff bathrooms, student bathrooms, a staff break room, two (2) indoor teaching spaces and two (2) outdoor teaching spaces.

Assessment

TCPP plans to assess the success of the program through a pre- and post-survey for students and parents. This survey will assess the student's growth in the CASEL five core competencies: Relationship Building, Self Awareness, Social Awareness, Self Management, and Responsible Decision-Making. The survey will include a scale asking the student and parent to assess growth in and understanding of each of these areas.

Run of Program

TCPP SEL course is broken down into four sections, each building upon each other. These four sections follow the theme, "the journey" and teach the CASEL core competencies. The four sections include, "Introduction," "My Emotions," "My Voice," and "My Direction."

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P.O. Box, 36014
San Jose, 95158

The City Peace Project
SEL Summer School Proposal 2021

Introduction:
Self awareness, self management, social awareness, relationship skills, responsible decision making
This section is intended to welcome students to the class, setting up community guidelines, and establishing a safe and enjoyable learning setting. This section will begin to establish the importance of self-awareness, self management, social awareness, relationship skills, and responsible decision making. These core competencies are taught as the class community is developed and students determine what community guidelines are important to them and the other students in the class.

My Emotions:
Self awareness, self management, responsible decision making
This section of the course will teach students how to recognize and manage big emotions as well as discuss what can trigger big emotions. The lessons in this section will help students give language to big emotions and teach and reflect on strategies for managing these emotions.

My Voice:
Self awareness, self management, responsible decision making, relationship skills
This section of the course will help students discover healthy and appropriate ways of self advocacy. Students will learn about the importance of identifying one's needs, and expressing those needs appropriately. Students will discuss strategies for navigating conflict, finding solutions to individual and social problems, and taking initiative to self advocate or request help.

My Direction:
Self awareness, self management, responsible decision making, social awareness
This section of the course will help students to identify their personal strengths and ambitions and discover motivation to achieve personal goals. Lessons in this section will teach ways to work towards personal, academic, and professional goals. Students will reflect on the importance of positive study habits and attitudes towards school, positive peer pressure, and strategies for working towards these goals.

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P.O. Box, 36014
San Jose, 95158

The City Peace Project
SEL Summer School Proposal 2021

Lesson Format will follow the structure: CALM

CALM
This four letter acronym describes a typical class flow.

- Call to Action
  - Introduction to the lesson. This is a 10-15 minute portion of instruction. The City Peace Project staff will provide a time of instruction, or a live feed video of instruction
- Activity
  - Students will participate in a 15 minute time of activity that pertains to the lesson. Materials will be provided physically in person, and online through a google classroom assignment
- Lesson
  - 15 minutes of breakout reflection time, discussing what was gained from the lesson, and how the student can apply it to their lives
- Motivation
  - The City Peace Project will provide a closing reflection, motivating the students to continue growing in what they have learned.

5/17/21

Signature **Date** **Signature** **Date**

Hilaria Bauer, Ph. D., Superintendent

Alum Rock Elementary School District

2930 Gay Avenue

San Jose, CA 95127 1

Daniel Sanchez, Executive Director

The City Peace Project

PO Box 36014

San Jose, CA 95158

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal (School/Dept.) VENDOR NO. 21300

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: Tutorworks Academic Services

   Address: 700 Airport Blvd Ste# 450 City: Burlingame State: CA Zip: 94010

   Phone: (650) 298-8867 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:

   Tutorworks shall provide general & enrichment educational services,specifically virtual tutoring to students in ARUSD by implementing the CODE WRITE DRAW program. Contractor will provide 57 hours of service serving 45 students at various school sites. Services will be from June 15 - July 16, 2021.

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:** $54,737.00 (describe rate agreement) (Not to Exceed)

5. **BUDGET CODE:** AZ 6/27/21 CNS 6/27/21

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7425-0-5815-	00-1110-1000-	000010-	360-7390	54,737.00	summer school

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

TUTORWORKS
Academic Services

Memorandum of Understanding

WHEREAS, the Alum Rock Union School District (ARUSD) desires to obtain academic services for students at various school sites.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. PROGRAM
   A. Scope of Professional Services

   Upon the terms and conditions set out below, the CONTRACTOR shall provide general and enrichment educational services, specifically virtual tutoring to students in ARUSD by implementing the CODE WRITE DRAW program to 45 ARUSD students. CONTRACTOR will provide at 57 hours of service serving 45 students at various school sites for an amount not to exceed $54,737. The services shall be provided to the above-referenced students during the term of this Agreement, using the CONTRACTOR's proprietary programs, systems and teaching techniques. Please see the attached Scope of Services for a detailed description of the services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers:

Alum Rock Union Elementary
School District

District Official: Hilaria Bauer, Ph.D
Title: Superintendent
Dated: _____

TutorWorks, INC

Deanna Terzian
President
Dated: 05/05/21

700 Airport Boulevard, Suite 450
Burlingame, CA 94010

TUTORWORKS
Academic Services

OVERVIEW

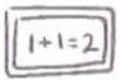
TUTOR**WORKS** provides an on-site academic intervention program that is customized to address students' specific needs. The program integrates certified staff and technology-based supports as part of instructional program. Group size is dependent on-site needs. MASTERY and CODE WRITE DRAW options can be delivered onsite or virtually. READ DRAW FUN is a virtual program. For more details on the virtual delivery of services please see the TUTORWORKS Remote Learning Plan.

SERVICES: TUTOR**WORKS** MASTERY

TUTOR**WORKS** utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. TUTOR**WORKS** will implement the TUTOR**WORKS** MASTERY Program in ARUSD. The TUTOR**WORKS** MASTERY Program is an on-site academic intervention program that can be customized to address students' specific needs. It uses and integrates both TUTOR**WORKS** certified staff and technology-based supports and interventions as part of the instructional program. Schools may choose up to three modules. Schools may choose Foundational Reading Skills, Foundational Mathematical Skills, the CCCSS Mastery program in ELA and/or Mathematics, and Homework Support:



Foundational Reading Skills: Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online and Study Island to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension.



Foundational Math Skills: Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath and Study Island programs to promote fluency in computation and knowledge of math facts.



California Common Core State Standards Mastery: Students receive small-group instruction on areas of need identified through our assessments or school choice. Students are then gradually released to complete lessons utilizing our computer-adaptive curriculum, Study Island or another curriculum chosen in consultation with the school. This component supports students in navigating and mastering technology enhanced items on the Smarter Balanced Assessments and CAASPP Systems by providing valuable experience in computer-adaptive tests and performance tasks.



Homework Support: Students receive help completing school homework assignments, and they learn prioritization, time management, and organization skills.

Our incentive-based program which includes exciting prizes, team competitions and an awards ceremony is designed to motivate the students and recognize achievement.

MATERIALS/CURRICULA

The centerpiece of instruction is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. We use award winning standards-based curricula including Explode the Code and Study Island. Explode The Code Online is an award-winning foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format. The

program supports students in navigating and mastering technology enhanced items on the Smarter Balanced test and provides valuable experience in adaptive computer-based assessment environments.

XtraMath is an online program used to help students build their foundational math skills. It focuses on building automaticity with math facts, starting with addition and working up to division. The idea is that if a student can immediately recognize the math facts, they then have cognitive resources available to do more complicated analysis. Students work on XtraMath independently and each lesson is specific to each student's needs. They take a pre assessment at the beginning of the program which determines the math facts that the student has not mastered and repeats those facts until the student can master them.

Study Island's programs are explicitly designed to help students master the content specified in the Common Core standards. Study Island provides rigorous content for Math and ELA, PARCC- and SBAC-aligned item types. Study Island supports the learning process with engaging, interactive lessons and activities. It allows for self-paced, individualized learning as well as teacher-lead, whole-class instruction. Study Island engages students with dynamic content to reinforce learning and technology-enhanced item types to promote higher-order thinking and inquiry. Through the TUTOR**WORKS** program, students become more confident with academic knowledge and their test taking skills. TUTOR**WORKS** curriculum is aligned to the California Common Core Standards.

ASSESSMENT AND PROGRESS REPORTING

Students will be placed in the curricula based on the results of their pre-tests or the pre-identified areas of focus. Students' progress will be measured daily. If email addresses are available, weekly email progress reports and monthly summary reports will be provided to parents and school staff.

At the conclusion of the program, ARUSD will receive a summary of student performance as assessed by Explode the Code, XtraMath and Study Island. Students' progress will be measured daily through the automatic data collection of these online tools. Moreover, program implementation indicators such as attendance, curriculum activities attempted, curriculum activities completed, are all collected as a consequence of program and available in real time. The summary will include the analysis of program implementation indicators (attendance and curriculum units completed) and diagnostic indicators (Study Island pre and post test results).

SCHEDULE

The school will identify students to participate in the program. Students will participate in the program two days a week for 1.5 hour sessions or on Saturdays for 2 hour sessions. A detailed schedule will be included in the implementation plan. A sample daily session schedule is shown below:

TIME	ACTIVITY
5 minutes	Pre-Tutoring Physical Activity, Kinesthetic Component
25 minutes	Module 1
30 minutes	Module 2
25 minutes	Module 3
5 minutes	Review of Academic Progress and Reflection

SERVICES: TUTORWORKS CODE WRITE DRAW (TWCWD)

CODE WRITE DRAW seeks to create transformational out-of-school-time learning experiences for elementary and middle school students by building tangible STEAM (Science, Technology, Engineering, Arts and Math) skills in a motivational learning environment. Our unique approach integrates computer science, creative writing, and the digital arts to engage students in a personal journey that fosters self-efficacy, and positions them for long-term success inside and outside the classroom. The program also focuses on foundational li math skills and is targeted to 3rd – 8th grade low performing students.

RESEARCH BASIS

TWCWD is grounded in our theory of change that motivation of students and parents is critical to student success. The **CODE WRITE DRAW** model is based on:

- The demonstrated ability of out-of-school activities (especially related to STEM) to motivate and empower families around student learning,
- The evidence-based use of narratives to connect participants to a learning experience and promote a growth mindset,

The Value of STEM and Out-of-School-Time Learning

Technological advances have made it essential for all students to be exposed to and develop proficiency in STEM disciplines. However, wealthier parents are able to spend almost seven times more on out-of-school-time enrichment for their children than disadvantaged families, creating an opportunity gap (McCombs, Whitaker & Yoo, 2017; Duncan & Murnane, 2011). Supplemental programs can offer underserved youth access to new and enriching experiences that could yield lasting developmental benefits. Increasingly, funders, policy makers, and practitioners recognize the vital role families play in raising youth awareness of and participation in STEM programs (see Kekelis & Sammet, 2018). Yet STEM can be intimidating for parents (especially those with less formal education) who may not feel confident in their knowledge to support their child in STEM-related activities (Kekelis & Ottinger, 2018). As STEM complexity has increased, the challenges of explaining the utility and importance of STEM mastery to parents have increased as well. Research shows that families can strengthen their children's STEM learning by developing a STEM-rich home environment; creating a mindset that promotes strong STEM identities; and participating in activities across a variety of settings (Caspe, 2018). The TUTORWORKS parent workshops and exhibition empowers parents with accessible and engaging STEM resources and concrete strategies to encourage their children's STEM learning both in school and at home.

The Power of the Personal Narrative

In our two decades of working with students and their parents to support learning outcomes, we have observed the effectiveness of using personal narratives as an instructional framework. A well-constructed narrative contains essential elements to support learning by (Szurmak & Thuna, 2013): making something abstract more concrete/immediate; contextualizing information with a framework to place the new knowledge into (and thus improve retention and understanding); and allowing participants to have more immediate emotional experiences they can relate to (and therefore remember).

We utilize the Hero's Journey framework, a research-based concept (Campbell, 1949, 1988) that describes a series of stages that the hero archetype goes through that are visible in the mythologies from multiple cultures (see https://tinyurl.com/yxh59r9e for a description). Understanding that parents need specific guidance in how to model growth mindset behavior to promote engagement and inquiry (Edutopia, 2016), we use a Hero's Journey Reflection Tool and Goal-Setting Activity to help parents better understand the value of STEM and the importance of skill mastery throughout their children's educational journey. Campbell's mono-myth or Hero's Journey is visible in many popular epic books and films, and therefore families of all education levels can draw on their own prior knowledge prior knowledge as they use this conceptual framework to reflect on their experiences and set goals.

PROGRAM DESIGN AND EVALUATION

Staffed by credentialed teachers, teacher candidates, and para-professional staff, the **TWCWD** program promotes foundational literacy or math skill mastery and STEAM skills through coding, creative writing, and digital arts. Each participant will receive 76 hours of STEAM-related instruction during the 4 week session. The program uses a "Hero's Journey" thematic framework and includes exposure to local industry professionals who share their own STEAM journeys. The program culminates with an exhibition where students present their completed work to industry expert judges and families. Our innovative approach focuses both on the foundational aspects of STEAM – the challenging experience of skill-building through deliberate practice – and on the motivational aspects of STEAM through video game design and personal narrative work, using industry standard tools that students can continue to use after the program ends. Our integrated and adaptable program is designed to captivate the interest of students with diverse backgrounds and different levels of academic preparation.

TWCWD's program design builds on TutorWorks' demonstrated track record preparing students at all levels to succeed, using research-based online curricula and personalized instruction to transform students' long-term academic experiences. Three critical principles ground the CODE WRITE DRAW academic intervention model: tangible skill development, growth mindset and self-efficacy, and risk sharing. In our commitment to building an effective and scalable program, we developed a Theory of Change and will capture relevant data to enable rigorous examination of our impact and continuous program improvement. We will track program implementation indicators (enrollment, attendance, etc.), student achievement indicators (improved knowledge of literacy and math skills, project completion, etc.), and student qualitative indicators (improved perception of self-efficacy, knowledge of STEAM careers, etc.).

PROGRAM SCHEDULE

Students participate in the program daily for two - four hours (1/9 staff/student ratio). A sample daily schedule is below:

TIME	ACTIVITY
5 minutes	Check-in, Pre-Program Kinesthetic Component
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
10 minutes	Math Facts Challenge
10 minutes	Break
50 minutes	Video Game Design/Novella Writing/Manga Art Classes
5 minutes	Review of Academic Progress and Reflection

SERVICES: TUTOR**WORKS** READ DRAW FUN PROGRAM

To better support students at home due to school closures, TUTOR**WORKS** is offering an additional remote learning option to complement its **CODE WRITE DRAW** and **MASTERY** programs. The model involves large group instruction in a webinar format and is designed to give students additional support and structure as they adjust to the new world of distance learning.

TUTOR**WORKS** READ DRAW FUN (LIVE TUTORIALS VIA WEBINAR & DISTRICT ACCESS TO TUTORIALS AND LITERACY SOFTWARE)

The TUTOR**WORKS** READ DRAW FUN program offers a live, teacher-led synchronous remote learning class in literacy and art. All students at the school in $1^{st} - 5^{th}$ grades can attend the live webinars, and/or can access the recorded webinars asynchronously. Our instructors provide encouragement, fun and prizes, including a weekly raffle to motivate the students.

The program is designed to be completed by students with the support of our instructors, so parents can focus on other priorities at home. The program provides the structure to support parents and students at home and reinforces the daily rhythm of schooling. It also offers flexibility because families can access the literacy and art tutorials and software at any time.

MATERIALS/CURRICULA

The centerpiece of the literacy instruction is the computer-aided curriculum Explode The Code Online with its sophisticated branching and data analysis features that differentiate the curriculum for each student. Explode The Code Online is an award-winning standards-based foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format.

The art instruction is focused on drawing characters in the manga style and includes 39 lessons. The instruction starts with the basics of drawing including how to hold a pencil when drawing and how to draw shapes. The instruction progressively delves deeper into character development from using shapes to draw faces, arms, etc. to creating fully fleshed out

characters in environments. The goal of the instruction is to help students learn not just how to draw but how drawing in certain styles communicates emotion, character development and story.

In addition to literacy and art, math facts mastery can be added as a third module.

RESPONSIVE INDIVIDUALIZED ATTENTION

A critical feature of the READ DRAW FUN program is the combination of dynamic expert instructors for the learning modules with a team of staff behind the scenes who provide responsive positive praise and communication with each of the students in the class. It's safe and personalized both through chat, student input and recognition during the livestream.

PROGRAM DESIGN AND EVALUATION

The TUTOR**WORKS** READ DRAW FUN program provides an interactive session of teacher led digital literacy building activities and art instruction in real-time using our adaptive phonics-based reading program, Explode The Code Online, and followed with basic instruction in drawing and math facts (optional). The pairing of reading and art provides mental stimulation for both sides of students' brains and pairs a learning activity that children are more likely to regard as fun (art) with one they may have less enthusiasm for (reading).

Additional Details:

- TUTOR**WORKS** Remote Learning Class is held live, Monday through Friday, at a predetermined time for 55 - 80 minutes. Students access the live class from the remote learning portal on the TUTOR**WORKS** website (linked to the district's remote learning page).
- Students receive 25 minutes of literacy instruction. (All students can be pre-registered in literacy software to reduce set up time during the class). Our literacy curriculum covers $1^{st} - 4^{th}$ grades but 5^{th} grade students who need support in literacy could benefit from the program.
- Students receive 25 minutes of art instruction. The focus is basic character drawing and manga art.
- Students receive 25 minutes of basic math facts instruction (optional).
- Responsive experience. Students receive live instruction from expert instructors and personalized support from our academic coaches during each session.
- Students are recognized and rewarded for attendance and participation, including a weekly raffle. Students receive a raffle ticket each day they attend the class. Drawings are held on Fridays for a $25 Amazon gift certificate.
- Students targeted for intervention by the school can receive weekly phone calls and texts to encourage participation.
- Webinars are recorded and available to all students to access at any time over the course of the program.
- Full participation data collected automatically.

TUTOR**WORKS** will provide a summary of student participation and progress at the conclusion of the program which include the number of participants, number of phonics concepts mastered and daily attendance averages.

TUTORWORKS
Academic Services

MASTERY Remote Learning Plan

- TUTOR**WORKS** Remote Learning Classes are held live at the scheduled time. Students access the live class from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page).



  - Classes will be streamed on a mutual agreed upon platform. We currently use Zoom and take precautions (see below) in ensure student safety, however we will run the program on a mutually agreed upon digital platform.
  - Students participate in the program two days a week.
  - Students will engage in tutor led small group instruction in ELA or math based on assessment or school priorities. Similar to our on-site program, tutors will work with students in groups of 1-3 in breakout rooms to provide direct instruction and more individualized attention.
  - Full participation data collected automatically through the digital curricula.

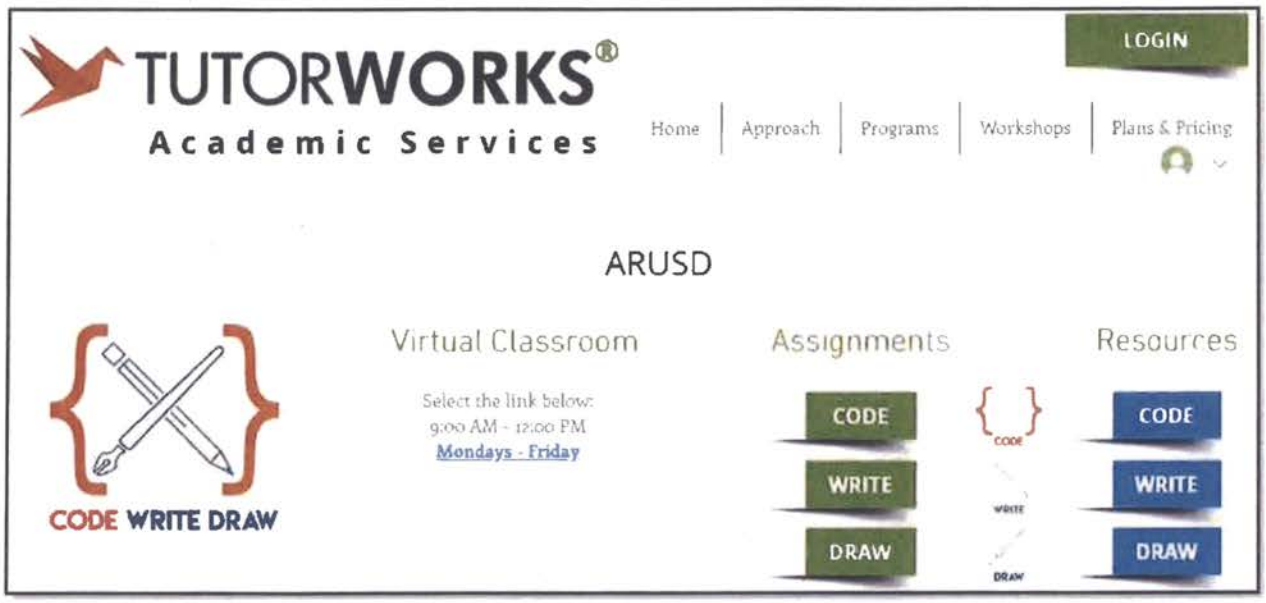
- The Parent Orientation will be held remotely (through phone and online meeting) and provide parents with instructions on how to access the program remotely. We will also go over our student remote participation expectations at this time (including video usage, acceptable remote behavior, etc.)

- To ensure student safety in our remote learning environment we keep the interactive class size small (1/9) and don't allow students to change their identities once logged in. We don't send students the meeting links directly. They can only access the meetings from our portal. For our larger webinar classes, we don't allow broadcasting to the group and all questions are reviewed by instructors before being shared with the group.

TUTORWORKS
Academic Services

CODE WRITE DRAW Remote Learning Plan

- TUTOR**WORKS** Remote Learning Classes are held live at the scheduled time. Students access the live class from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page).



  - Classes will be streamed on a mutual agreed upon platform. We currently use Zoom and take precautions (see below) in ensure student safety, however we will run the program on a mutually agreed upon digital platform.
  - All enrolled students participate in the program from 9 AM – 12 PM daily.
  - While we will follow the planned program schedule in terms of instructional minutes, we recognize that remote learning for a 3 hour block of time requires more flexibility in terms of student groupings (large group instruction, small group instruction, workshop time, etc.), so we adjust instruction accordingly.

- Materials including sketch books, drawing pencils, notebooks, and instructional packets will be picked up prior to the program start date by parents at a designated day/time. Our staff will distribute the materials.

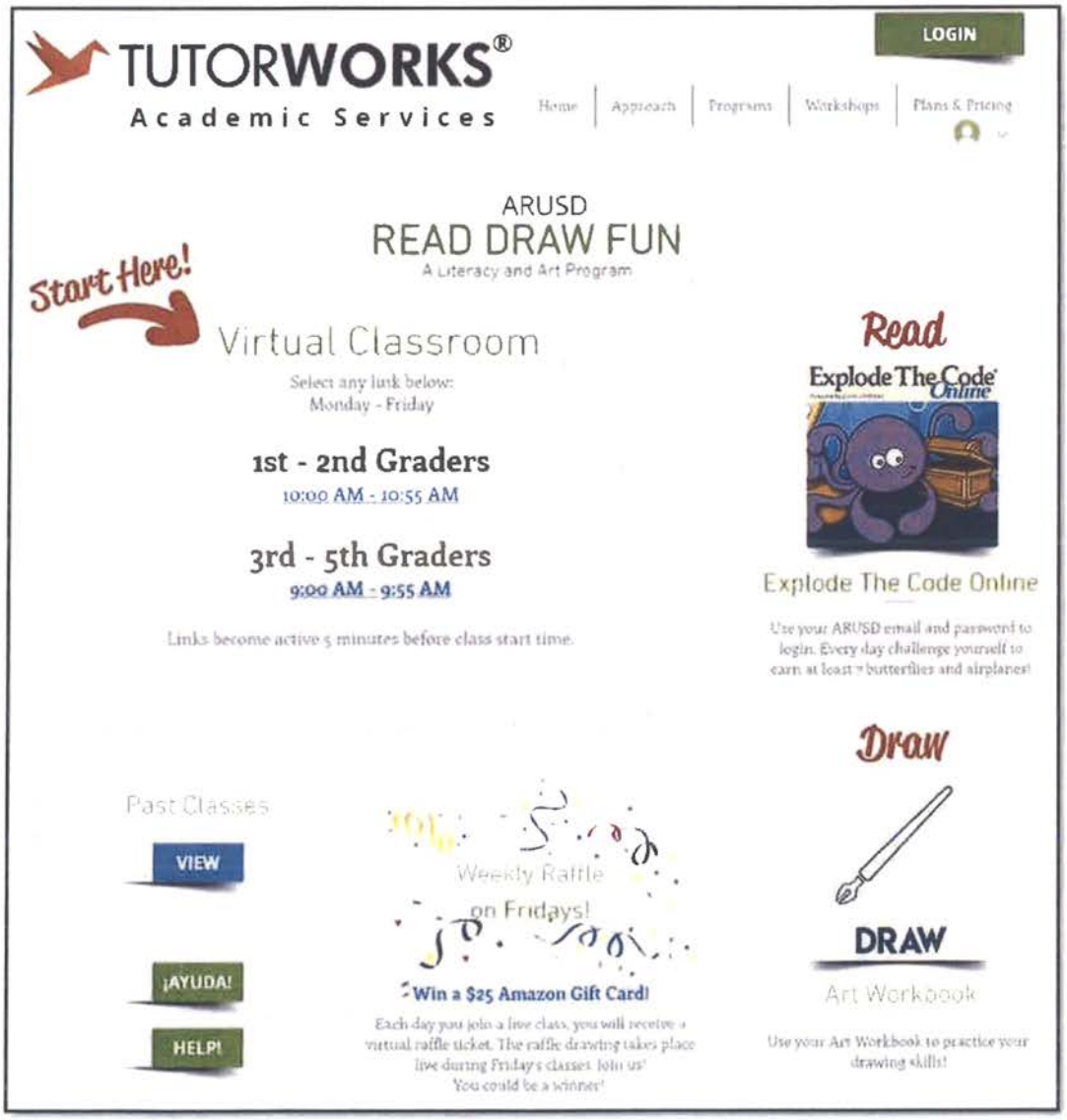
- The Parent Orientation will be held remotely (through phone and online meeting) and provide parents with instructions on picking up the materials and on how to access the program remotely. We will also go over our student remote participation expectations at this time (including video usage, acceptable remote behavior, etc.)

- Students will present their completed games through a district-wide virtual exhibition. We will use a webinar format for the formal presentation of awards and a meeting format where students will present their games to other families in their cohort. Students published novellas will be mailed to the students at the end of the program.

- To ensure student safety in our remote learning environment we keep the interactive class size small (1/9) and don't allow students to change their identities once logged in. We don't send students the meeting links directly. They can only access the meetings from our portal. For our larger webinar classes, we don't allow broadcasting to the group and all questions are reviewed by instructors before being shared with the group.

Literacy and Art Webinar Remote Learning Plan

- TUTOR**WORKS** Remote Learning Classes are held live at the scheduled time. Students access the live class from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page).



- Classes will be streamed on a mutual agreed upon platform. We currently use Zoom and take precautions (see below) in ensure student safety, however we will run the program on a mutually agreed upon digital platform.
- Classes are offered each day for 1st-5th grades.
- Full participation data collected automatically through the digital curricula.

- We can set up all accounts for Explode The Code Online with student login credentials prior to the program start date if this information is provided to us by the district. Otherwise, parents can set up the accounts with the help of a video tutorial.

- The weekly raffle held live on Fridays will use the Explode The Code Online student number. Once a number is chosen (randomly by an online raffle app), the number will be read and the student's first name will be said. No actual student names will be entered into the online raffle app. Parents will receive the gift card via email or by mail.

- Program flyers or digital assets to include on the ARUSD website will be provided to inform parents of program. In additional a live help line will be available to parents (in English and Spanish) during the class time.

- To ensure student safety in our remote learning environment we keep the interactive class size small (1/9) and don't allow students to change their identities once logged in. We don't send students the meeting links directly. They can only access the meetings from our portal. For our larger webinar classes, we don't allow broadcasting to the group and all questions are reviewed by instructors before being shared with the group.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 21317

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: Lozano Smith Attorney at Law

   Address: 2001 N. Main St. City: San Jose State: CA Zip: 94596

   Phone: (928) 953-1620 Email Address: emartinez@lozanosmith.com

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

   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:

   Lozano Smith Attorneys at Law will provide remote legal consultation and professional development via phone, email and webinars regarding various school topics such as expulsion, section 504, bullying concerns and COVID-19.

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

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

   X b. **Other:** $ 10,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5810	00	0000	3130	000000	340	3220	$10,000.00	

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

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2021, between the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product

Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date

of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by

the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Alum Rock Union Elementary School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* Karen M Rezendes
PRINTED NAME AND TITLE OF PERSON SIGNING Dr. Hilaria Bauer, Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 04/27/2021

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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Superintendent's Office (School/Dept.) VENDOR NO. 22628

Submitted by: Dr. Hilaria Bauer

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: Jess Serna

   Address: 1203 West Monterey Avenue City: Stockton State: CA Zip: 95204

   Phone: (209) 467-7094 Email Address: _____

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

   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:

   Professional coaching services and lead bargaining unit negotiator. Professional coaching for both Assistant Superintendent of Human Resources and Director of Human Resources. Lead bargaining negotiations for all units.

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:** $3,000.00 (describe rate agreement) per month for coaching services and $708.00 day plus $250.00 day for travel allowance for negotiations.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	7200	000000	600	7700	$70,000.00	

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

Contract Between Alum Rock Union Elementary School District and Jess Serna, Retired Annuitant

This contract is between Jess Serna (hereinafter called the "Retired Annuitant") having an office at 1203 W. Monterey Ave., Stockton, California and the Alum Rock Union Elementary School District (hereinafter referred to as Owner or District), having an office at 2930 Gay Avenue, San Jose, CA 95 127 California.

Whereas, the District has determined that the service of the Retired Annuitant herein specified are deemed necessary, desirable and in the best interests of the District.

Whereas, the Retired Annuitant represents that he is duly qualified and able to render the services as hereinafter described;

Now, therefore, in consideration of aforesaid premises, the parties mutually agree as follows:

1. Amendment: No amendment or modification of the contract shall be deemed effective unless and until it is executed in writing by the parties hereto. The only officer with authority to execute an .amendment to this contract is the Retired Annuitant and the District's Governing Board or designee.

2. Applicable law, Jurisdiction and Venue: This contract shall be construed and interpreted according to the laws of the State of California.

3. Assignments: The Retired Annuitant shall neither assign transfer nor delegate any rights, obligations or duties under the contract without prior written consent of the District.

4. Attorney Fees: The parties agree that in the event of a dispute, each party will bear its own cost of litigation and attorney's fees.

5. Compliance with Applicable Laws: Retired Annuitant and District shall comply with all applicable statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, all the aforementioned provisions are incorporated by reference.

6. Compliance with District Regulations: Retired Annuitant and District shall comply with all District policies and regulations.

7. Contract Term: This contract shall become effective as of July 1, 2021 and shall continue in full force and effect until June 30, 2022 unless terminated by the Retired Annuitant or District upon giving 30 day written notice.

8. Entire Agreement: This contract constitutes the entire agreement between the parties.

9. Fee Schedule: The District shall pay Retired Annuitant a daily rate of $708 for work completed under this agreement and a daily mileage and travel allowance of $250.00 per day while in work status. Payment shall be made via the District's payroll and accounts payable processes. The daily rate is based on a 7.5 hour work day at a hourly rate of $95.00 and partial days will be paid at the rate of $47.50 per hour. Retired Annuitant shall submit a timesheet for each day for which fees/compensation is sought detailing the date the work was performed, a reasonable description of the tasks performed, and the amount of time spent on the task in 1/10th of an hour increments.

10. Expense Reimbursement: The District shall reimburse Retired Annuitant for reasonable per diem expenses in accordance with the District's policies in performing services under this agreement. District also shall reimburse Retired Annuitant for costs of meals and lodging as authorized by District when travel is required to attend meetings and conferences.

11. Notices: Any notice required to be given under this contract shall be sent by certified mail to the parties at the following addresses:

To: Alum Rock Union Elementary School District
Dr. Hilaria Bauer, Superintendent
2930 Gay Avenue
San Jose, CA 95127

To: Jess Serna
1203 W. Monterey Ave
Stockton, CA 95204
(209) 993-4587

12. Relationship: The parties agree that the Retired Annuitant is an employee classified as a retired annuitant. The Retired Annuitant and District shall be responsible for their respective statutory payroll related costs. The Retired Annuitant shall not participate in group insurance plans which may be available to employees of the District, participation in the public employees retirement system, accumulation of vacation or sick leave.

13. Reporting: The Retired Annuitant shall report directly to the District Superintendent or designee.

14. Scope of Work: The Retired Annuitant shall perform services in the area of school district human resources. All work shall be done in a good and workmanlike manner in accordance with industry standards.

15. Work Schedule: It is understood that due to the fluid nature and the demands of the District the Retired Annuitant's work schedule may vary. A flexible work week averaging two (2) to three (3) days per week is anticipated by both parties.

16. Work Space: District shall provide Retired Annuitant with suitable work space and access to the District's office equipment, network, internet, and financial systems.

ALUM ROCK UNION SCHOOL DISTRICT

By _____
Printed Name: Dr. Hilaria Bauer
Title: Superintendent

Date: _____

RETIRED ANNUITANT - JESS SERNA

Date: 5/1/21

By _____
Printed Name: Jess Serna Retired
Title: Human Resources Consultant

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Independent Contract Board Memo

To: Hilaria Bauer, Ph.D., Superintendent

From: Avtar Gill, Chief Technology Officer

Re: IT Management Corp.

Date: June 10, 2021

Description of services being provided:

In an effort to optimize and enhance our data center operation, security, and performance, Information Technology Support Services(ITSS) department would like engineering support and consulting for data center and network operation, for a four-month term starting June 11, 2021 through September 30, 2021.

Total estimated cost for block of 150 hours is approximately $26,704.50. The support will be used for services per need basis and total cost not to exceed $ 26,704.50.

Recommendation:

Staff recommends approval of the purchase of Data Center support and consulting service from IT Management Corp. for a four-month term, June 11, 2021 through September 30, 2021. The cost for the services is approximately $ 26,704.50, ($178.03/hourly for 150 hours).

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: ITSS (School/Dept.) VENDOR NO. 22536

PROGRAM MANAGER: Avtar Gill

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: IT Management Corp.

   Address: 5201 Great America Prkwy City: Santa Clara State: CA Zip: 95054

   Phone: (408) 495-5900 Email Address: maryam@itmgmt.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 06-1-2021 end date 6-30-2022

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:

   Engineering support services for assisting with ARUSD Data Center support.
   Knowledge transfer, consulting and supporting ARUSD IT team.
   CMAS contract # 3-18-70-0019Q Valid thorugh 2-24-2023.

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:** $26,704.50 (describe rate agreement) One year term.

   Budget code # 010-0000-0-5815-00-0000-7700-000000-460-7900

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
-	See Above.	See Above.	-	26,704.50	-	-

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

IT MANAGEMENT
PLAN | DEPLOY | MANAGE

IT Management Corp.
5201 Great America Parkway
Suite 320
Santa Clara, California 95054
United States
http://www.ITMGMT.com
(P) (888) 970-2070
(F) (408) 739-1101

ITM Quote (Open)

Date	Expiration Date
Jun 02, 2021 11:40 AM PDT	06/23/2021

Modified Date
Jun 02, 2021 11:57 AM PDT

Doc #
7324 - rev 1 of 1

Description
Data Center Support & Consulting Services

SalesRep
Manager , Account
(P) 408-721-1400
(F) 408-739-1101

Customer Contact
Gill, Avtar
(P) (408) 928-6911 jose
avtar.gill@arusd.org

Customer
Alum Rock Union Elementary
School District (AR0182)
Gill, Avtar
2930 Gay Avenue
San Jose, CA 95127
United States
(P) (408) 928-6800

Bill To
Alum Rock Union Elementary
School District
Accounts, Payable
2930 Gay Avenue
San Jose, CA 95127
United States
accounts.payable@arusd.org

Ship To
Alum Rock Union Elementary
School District
Gill, Avtar
2930 Gay Avenue
San Jose, CA 95127
United States
avtar.gill@arusd.org

Shipping Info
Delivery Method: Pro Services
Carrier Account #:
Special Instructions:

Payment Method
Terms: Net 22 Days

Public Procurement Awards %26 Contracts:

DGS GENERAL SERVICES | NCPA National Cooperative Purchasing Alliance | CMAS CALIFORNIA MULTIPLE AWARD SCHEDULES | GSA Alliant Small Business Contract Holder | CMAS Approved Contractor CMAS Award Schedules | USETPA

#	Description	Part #	Tax	List Price	% off List	Qty	Unit Price	Total
	Professional Services per CMAS 3-18-70-0019Q valid through 2/4/2023							
1	ITM Professional Services Engineering Support Services / Sr. Network Systems Engineer	ITM_SVC	No	$395.00	54.93%	150	$178.03	$26,704.50

Note: Engineering support services for assisting with ARUSD Data Center support, knowledge transfer, consulting and supporting ARUSD IT team.

Please note that the rates are based on prepaid services.

* Support services for business hours Monday through Friday 8AM - 5PM,
* 30% increase will be applied for after-hour support,
* Onsite response 2-hour minimum,
* Remote sessions: 30-minute minimum,
* The work can be scheduled with 3 business days upon receipt of the purchase order,
* Project / Support calls meetings to discuss the details are billable,

Engineering Support SLA
- Urgent: there is an outage in the whole campus, 2 hour onsite business hours, 4 hour onsite non-business hours

- Emergency: more than one building has been affected, 2-hour response, 4 hours on site

- Critical: more than 20 nodes (phones and PCs has been affected), 2-hour response, 4 hours onsite, dispatch as needed

- Important: few devices are facing communication issues, 2-hour response, 4 remote assistance, dispatch as needed

Quote Approved & Terms Accepted by:
Name:_____
Title:_____
Signature:_____
Date:_____
P.O. Number:_____
Fax to: (888) 506-0606

Subtotal:	**$26,704.50**
Discount:	-$0.00
Tax (9.2500%):	$0.00
Shipping:	$0.00
Multiple Award Schedule Contract Transaction, IFF & Administration Fees*:	$0.00
Total:	**$26,704.50**
(List Price:	*$59,250.00)*

Sales Associates
Preparer: Manager , Account
E-mail: SLED@itmgmt.com
Phone: 408-721-1400
Account Manager: IT Management Corp., Account Manager
E-mail: AM@ITMGMT.com

IT Management Corp. Standard Terms & Conditions

For up to date list of terms and conditions, please visit MSA.ITMGMT.com

Payments:

- One hundred percent (100%) of hardware/software/support/maintenance/training is invoiced upon shipment of order.

- Applicable Sales Taxes, shipping and handling fees are invoiced upon shipment of order.

-You may download a copy of our W9 via following the link:

W-9.ITMGMT.com

Delivery:

- Hardware/Software will be shipped ground unless otherwise specified by Customer.

- Freight on Board (FOB) Origin- IT Management Corp. (IT MGMT) shall, in its best efforts, deliver products and services in a timely manner to Customer.

- For third-party vendor orders, IT MGMT is limited to the delivery schedule and inventory availability by the vendor, and as such, IT MGMT shall not be held responsible for delays in shipping to customer.

No-Hire Provision:

- During the Project and for a period of one year after the completion or termination of the Project, Client will not directly or indirectly solicit, employ or retain in any capacity, or directly or indirectly offer to employ or retain in any capacity, any personnel of Consultant who are working or have worked on the Project.

Confidentiality:

- Customer agrees to treat all Confidential Information as confidential information of IT MGMT, both during and after the term of this engagement.

- Confidential Information means all information and material to which Customer has access in connection with this purchase order including, but not limited to, IT MGMT documentation, financials, marketing, sales, estimates of work, and quotations. Customer agrees to use the Confidential Information received under this quotation solely for the purposes of performing its obligations under this quotation. Customer will not disclose or make Confidential Information available to any third party, except as specifically authorized by IT MGMT in writing.

Contract Administration Fees:

*Multiple Award Schedule contracts fees and Industrial Funding Fee (IFF) payments is a critical component of contract compliance and contract maintenance. Government agencies prefer to procure through the MAS programs such as CMAS, GSA, PPEPM and others incur the IFF because of the resulting benefits, particularly compared to the cost of the customer staff time needed to award a new procurement. The Industrial Funding Fee is a fee to cover the cost of operating the Federal Supply Schedules (FSS) or other programs. This fee is a fixed percentage of reported sales the Schedule contracts that is paid quarterly by contractors. Each MSA Program fee varies depending on the IFF scheduled published by the authoritative entity.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 12.06

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING(S)**

Staff Analysis:
The District has received the following Memorandums of Understanding as summarized on the sheets dated June 10, 2021.

Recommendation:
Staff recommends acceptance of these memorandums of understanding.

Prepared by:: Maria J. Martinez M.M Title: Procurement Manager

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

To the Board of Trustees:
Recommend Approval
12.06
Agenda Placement

Meeting: June 10, 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
June 10, 2021 Board Meeting

MEMORANDUMS OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Barbara Campbell	09/01/21- 09/30/24	Santa Clara County Office of Education	No Cost	The comprehensive literacy grant allows the SCCOE team to work collaboratively with ARUSD to build capacity to establish and implement a comprehensive literacy plan which includes professional development over three years. Funding: N/A
Academic Services Brittany Rykels	07/01/21- 06/30/22	Santa Cruz/ Silicon Valley New Teacher Project	$80,400.00	Santa Cruz/ Silicon Valley New Teacher Project will partner with ARUSD in conducting an induction program according to the California Standards for The Teaching Profession (CSTP). Services will be provided in person or virtually. Funding: General
Human Resources Teresa Smith	07/01/21- 06/30/26	University of San Francisco School of Education	No Cost	Placement of student interns within district – Education Specialist, Counseling and Teaching Intern Agreement. Funding: N/A
Student Services Norma Flores	07/01/21- 06/30/22	Santa Clara County Office of Education - Community School Services	$40,000.00	Provide community school services for the 2021-2022 SY to students released by ARUSD for discipline reasons. In the event of shelter in place orders, Community School will provide distance learning and support students enrolled. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-4302 Email: bflores@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 1, 2021 end date September 30, 2024

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

The comprehensive literacy grant allows the SCCOE team to work collaboratively with ARUSD to build capacity to establish and implement a comprehensive literacy plan which includes Professional Development over three years.

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.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: Zero cost to the District _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Barbara Campbell | R.S Date: 5/27/2021

Director of Fiscal Services: _____ Date: 6/1/21

Asst. Supt., of Business Services: _____ Date: 6/1/21

Superintendent: _____ Date: _____

DocuSign Envelope ID: EC870C73-FA09-4CE0-93E9-20FB9404E3CE

Santa Clara County Office of Education

CONTRACT / AGREEMENT ROUTING FORM

NO STUDENT CONTACT

SCCOE Staff Contact *Questions about this contract should be sent to:*	Name	Email	Extension
	Alexandra Tejeda	altejeda@sccoe.org	X6690

Directions

Steps listed below must be completed *sequentially*.
***Services cannot be initiated until the contract is fully approved.**

1. ☑ **Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.**
   ☐ RFP / Bid ☐ Sole Source ☒ N/A
   ☐ Best Source ($3,000 - $92,600) ☐ Verified by Purchasing **(required)** _____
2. ☑ **Contractor and SCCOE contract originator reach agreement about scope of work and compensation.**
3. ☑ **Prepare a contract.**
4. ☑ **Gather initials verifying review of draft contract and identified funding source:**
   ☑ Initiator DS AT ☐ Director DS CAB
   ☒ Manager BF ☒ Chief
   For Construction/Design and Leases Only: ☐ General Services Director _____
   For Software/Technology Purchases Only: ☐ Information Systems Ctr Director _____
5. ☒ **SCCOE contract originator completes the contract packet and gathers required attachments.**
   ☐ Auto Liability
   ☐ W-9
   ☐ Proof of Workers' Compensation Insurance
   ☐ General Liability Insurance Certificate:
   ☐ Additional Insurance Endorsement
   ☐ Molestation / Sex Abuse Endorsement
6. ☒ **Contractor to review and sign the contract.**
   Initial *Date Approved*
7. ☒ _____ _____ **Risk Management to review, initial, and return to contract originator for final contract signature.**
8. ☒ DS CAB 5/25/2021 | 8:11 PM PDT **Obtain appropriate signature on contract per thresholds listed below.**
   ☒ **$0 - $2,999: SCCOE Director** SCCOE MUST SIGN BEFORE ARUSD
   ☐ **$3,000 - $99,999: SCCOE Chief**
   ☐ **$100,000 & Over: Superintendent**
9. ☒ _____ _____ **Return to Risk Management to obtain an RM #. Risk Management returns to originator.**
10. ☐ _____ _____ **Contract originator creates the requisition using assigned RM # to generate a PO.**

Contract Information

Contract Type	☐ Professional Services Agreement ☐ Amendment ☑ MOU ☐ Lease Agreement: ☐ Construction / Design ☐ New ☐ Technology ☐ Renewal
Contractor's Name	Alum Rock Union School District
Service Type / Brief Description	SCCOE's comprehensive literacy project is to align local & state literacy initiatives through a coordinated effort to build local capacity over the life of the project

Compensation & Terms

*Anticipated Start Date	9/1/21	End Date	9/30/24
Total Contract Amount	$0.00		

DocuSign Envelope ID: EC876C73-FA09-4CE0-93E5-20FB9404E3CE

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This is a Memorandum of Understanding (MOU) between the Santa Clara Office of Education – School Climate, Leadership, and Instructional Services (hereinafter referred to as the SCCOE) and Alum Rock Union School District (hereinafter referred to as the Agency). The SCCOE and the Agency can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding the participation in SCCOE's comprehensive literacy project as outlined in our goals established through the California Department of Education Comprehensive Literacy State Development Grant.

2. Shared Goals

- X Improve access to inclusive, equitable, high-quality education.
- X Provide quality support to districts, schools, students, and communities.
  Be a premier service organization.

The goal of the SCCOE's comprehensive literacy project is to align local and state literacy initiatives through a coordinated effort to build local capacity over the life of the project to establish, align, and implement local literacy initiatives that emphasize family and community involvement. This project will bring together the SCCOE and Agency in the shared goal of providing inclusive and equitable education for all students through building teacher capacity for Tier 1 literacy instruction, including foundational skills, reading comprehension, and best first reading and writing instruction.

3. Responsibilities

3.1. The Agency Responsibilities:

- Identify and recruit stakeholders, including administrators, grade level teachers, literacy coaches or specialists, special education staff, families, and community members.
- Administer a needs assessment on literacy instruction and develop a local literacy plan.
- Attend trainings to build capacity with Tier 1 literacy instruction, including foundational skills, reading comprehension, and best first reading and writing instruction
- Implement projects that include evidence-based family literacy strategies
- Implement projects that increase educational options for groups of students who have traditionally been underserved.
- The Agency will share local data as required by the grant.

DocuSign Envelope ID: EC876C73-FA09-4CE0-93E3-20FB9404E3CE

- The Agency will receive technical assistance and information, including resources and Zoom links, for all meetings.

3.2. The SCCOE Responsibilities:

- SCCOE will provide staff to facilitate services.
- SCCOE will provide all necessary materials and resources.
- Analyze needs assessment and go through a continuous improvement process to develop a local literacy plan.
- Provide professional learning to build capacity with Tier 1 literacy instruction, including foundational skills, reading comprehension, and best first reading and writing instruction
- Provide professional learning that include evidence-based family literacy strategies
- Provide professional learning that increases educational options for groups of students who have traditionally been underserved.

3.3. Shared Responsibilities:

- Comply with the agreements in the California Department of Education Comprehensive Literacy State Development Grant for the duration of the grant.
- Shared leadership includes the contribution of each collaborative partner to the operational success of the project and the achievement of its goals.

4. Articulation of Monies/Compensation

There is no compensation included in this MOU.

5. Other Terms

5.1. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

5.2. Confidentiality clause - The guiding principle related to consent for release and exchange of information shall be that all agencies must protect children and families from unauthorized disclosure of private information unless permitted by statute, court order, or a signed consent.

6. Insurance/Hold Harmless

a. Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

b. Indemnification: The SCCOE and the Agency shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the MOU.

7. Duration of MOU

This MOU begins on September 1, 2021 and ends on September 30, 2024 for a three-year term.

DocuSign Envelope ID: EC870C73-FA09-4CE6-93E5-20FB9404E3CE

Santa Clara County Office of Education

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon 30 days advance written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

SCCOE:

By: DocuSigned by: Craig A. Blackburn, Ed.D. — Signature of Authorized SCCOE Official

Name: Craig Blackburn, Ed.D. on behalf of Yee Wan, Ed.D.

Title: Director, School Climate, Leadership & Instructional Services

Date: 5/25/2021 | 8:11 PM PDT

Address: 1290 Ridder Park Drive, MC237

San Jose, CA 95131

Phone: 408-453-6825

Email: YWan@sccoe.org

***Alum Rock Union School District*:**

By: DocuSigned by: Dr. Hilaria Bauer — Signature of Authorized Agency Official

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: 6/1/2021 | 4:07 PM PDT

Address: 2930 Gay Avenue

San Jose, CA 95127

Phone: 408-928-6822

Email: hilaria.bauer@arusd.org

RM#: _____

Contracts Analyst Signature: _____

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 20611

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

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

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

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

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

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

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

Phone: (831) 466-5600 Email: _____

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

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2022

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

Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union School District in conducting an induction program according to CA Standards for The Teaching Profession. Services will be provided in person or virtually.

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:** $80,400. (35 teachers @ $2000. each = $70,000.) In-house Mentors

Describe other related costs: and (2 teachers @ $5200. each = $10,400.) Contract Mentors

BUDGET CODE: 010 0000 0 5815 00 1110 1000 000000 305 5011 5/27/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 5.3.2021

Director of Fiscal Services: _____ Date: 5/27/21

Asst. Supt., of Business Services: _____ Date: 5/27/21

Superintendent: _____ Date: _____

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

MEMORANDUM OF UNDERSTANDING
July 1, 2021 - June 30, 2022

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

The goal of this partnership is to increase student achievement through the implementation of a quality research based, accredited Teacher Induction program, while nurturing the growth and development of teachers holding a preliminary credential (participating teachers) in the District in a sustained and systematic manner. In order to do so, the SC/SVNTP will partner with District in conducting Induction programs for General Education and Education Specialist teachers that meet all state requirements for state approved Induction Programs, set forth bySB2042, the Common Standards and the California Induction Preconditions and Program Standards (see Appendix A-) and integrates the program design outlined in this MOU.

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

1. **Program Leadership and Administration**:

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

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

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

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

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

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

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

THE DISTRICT AGREES TO:

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

2. **Mentor Selection and Assignment:** Create a cadre of experienced mentors based on a ratio of **no more than** one mentor to a total of 18 teachers. These mentors will possess a high level of training and leadership ability and will contribute to the District as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:
   - Knowledgeable of the context and/or the content area of the participating teacher's assignment:

    - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
- Demonstrate commitment to professional learning and collaboration
- Possess a current California Clear Teaching Credential
- Have the ability, willingness, and flexibility to meet participating teachers' needs for support
- Have a minimum of five years of effective teaching experience

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

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

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

FEE STRUCTURE

1. **In-House Mentors:** If providing own mentor(s), the District will contribute $2,000 per participating teacher. Estimate 35 teachers x $2,000 = $70,000

2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor, the District will contribute $5,200 per participating teacher. Estimate 2 teachers x $5,200= $10,400

3. District will be invoiced by SC/SVNTP in February each year based on number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education. Total estimate: $80,400

PROPRIETARY MATERIALS

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

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

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

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

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

Termination:

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

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

SIGNATURES OF AGREEMENT:

Dr. Hilaria Bauer, District Superintendent	Date
Rene Sanchez	05 / 06 / 2021
Rene Sanchez, District Assistant Superintendent - Instructional Services	Date
Faris Sabbah	05 / 07 / 2021
Dr. Faris Sabbah, Santa Cruz County Superintendent of Schools	Date
	05 / 07 / 2021
Liann Reyes, Deputy Superintendent, Business, Santa Cruz COE	Date
	05 / 07 / 2021
Melissa Roberts, Senior Director, SC/SVNTP	Date
Candace McIsaac	05 / 07 / 2021
Candace McIsaac, Director, SC/SVNTP (Silicon Valley)	Date

Appendix A: California Commission on Teacher Credentialing Program Sponsor Alert January 23, 2017

Preconditions for General Education Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
2. The Induction program must identify and assign a mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and participating teacher according to grade level and/or subject area, as appropriate to the participant's employment.
3. Each Induction program must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
4. Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
5. The Individual Learning Plan must be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.
6. An Induction program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.

Induction Program Design for Mentoring Clear Teaching Credential Candidates

Standard 1: Program Purpose

Each Induction program must support candidate development and growth in the profession by building on the knowledge and skills gained during the Preliminary Preparation program to design and implement a robust mentoring system, as described in the following standards, that helps each candidate work to meet the *California Standards for the Teaching Profession.*

Standard 2: Components of the Mentoring Design

The Induction program's mentoring design must be based on a sound rationale informed by theory and research, and must provide multiple opportunities for candidates to demonstrate growth in the *California Standards for the Teaching Profession.* The mentoring approach implemented by the program must include the development of an Individualized Learning Plan (ILP) for candidates based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design features both individually and as a whole must serve to strengthen the candidate's professional practice and contribute to the candidate's future retention in the profession.

Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System
The Individualized Learning Plan (ILP) must address the *California Standards for the Teaching Profession* and provide the roadmap for candidates' Induction work during their time in the program along with guidance for the mentor in providing support. The ILP must be collaboratively developed at the beginning of Induction by the candidate and the mentor, with input from the employer regarding the candidate's job assignment, and guidance from the program staff. The ILP must include candidate professional growth goals, a description of how the candidate will work to meet those goals, defined and measurable outcomes for the candidate, and planned opportunities to reflect on progress and modify the ILP as needed. The candidate's specific teaching assignment should provide the appropriate context for the development of the overall ILP; however, the candidate and the mentor may add additional goals based on the candidate's professional interests such as advanced certifications, additional content area literacy, early childhood education, case management, evidence-based practices supportive of specific disabilities within the candidate's caseload, consultant, collaboration, co-teaching, and collaborating with para-educators and service provides. Within the ILP, professional learning and support opportunities must be identified for each candidate to practice and refine effective teaching practices for all students through focused cycles of inquiry.

The program must assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the ILP. The program must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, and other activities contained in the ILP. In addition, the mentoring process must support each candidate's consistent practice of reflection on the effectiveness of instruction, analysis of student and other outcomes data, and the use of these data to further inform the repeated cycle of planning and instruction.
Within the ongoing mentoring interactions, the mentor must encourage and assist candidates to connect with and become part of the larger professional learning community within the profession.

Standard 4: Qualifications, Selection and Training of Mentors
The Induction program assigns qualified mentors and provides guidance and clear expectations for the mentoring experience based on the program's design. Qualifications for mentors must include but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment
- Demonstrated commitment to professional learning and collaboration
- Possession of a Clear Teaching Credential
- Ability, willingness, and flexibility to meet candidate needs for support
- Minimum of three years of effective teaching experience

Guidance and clear expectations for the mentoring experience provided by the program must include but are not limited to:

- Providing "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills

- Facilitation of candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- Connecting candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically reviewing the ILP with candidates and making adjustments as needed

The program must provide ongoing training and support for mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage with mentoring peers in professional learning networks
- Program processes designed to support candidate growth and effectiveness

Standard 5: Determining Candidate Competence for the Clear Credential Recommendation
The Induction program must assess candidate progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of candidate progress must reflect the learning and professional growth goals indicated within the Individualized Learning Plan and evidence of the candidate's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

Standard 6: Program Responsibilities for Assuring Quality of Program Services
The program must regularly assess the quality of services provided by mentors to candidates, using criteria that include candidate feedback, the quality and perceived effectiveness of support provided to candidates in implementing their Individualized Learning Plan, and the opportunity to complete the full range of program requirements. Induction program leaders must provide formative feedback to mentors on their work, including establishment of collaborative relationships. Clear procedures must be in place for the reassignment of mentors, if the pairing of candidate and mentor is not effective.

The program must provide a coherent overall system of support through the collaboration, communication and coordination between candidates, mentors, school and district administrators, and all members of the Induction system.

Appendix B: New Teacher Center Proprietary Materials of Mentor Standards

1. **Trademarks**
   Mentor Standards may bear NTC's trademarks, trade names, logos and other proprietary notices (the "NTC Marks"). NTC grants to District a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the NTC Marks on District's websites and on internal materials relating to NTC services. District will comply with trademark usage guidelines as may be included in the SOW or separately provided by NTC to District. Any goodwill generated through use of the NTC Marks is owned by and will inure to the benefit of NTC.

2. **Ownership of Materials and NTC Marks**
   NTC retains and will own all right, title and interest in and to all Materials and NTC Marks. District acknowledges that the Services and Materials provided under this Agreement are proprietary to NTC and that no Materials will be deemed a work for hire. If at any time District acquires any rights, title or interest in the intellectual property rights relating to the Materials or NTC Marks, District (i) irrevocably assigns to NTC all rights, title, and interest worldwide in such intellectual property rights;
   (ii) grants to NTC an irrevocable, exclusive, royalty-free, perpetual, and worldwide license to any rights in intellectual property that cannot be assigned to NTC, and (iii) waives enforcement against NTC of any rights in the intellectual property that cannot be assigned or licensed to NTC. District will execute such documents, render such assistance, and take such other action as NTC may reasonably request, at NTC's expense, to apply for, register, perfect, confirm and protect NTC's rights to all intellectual property rights relating to the Materials and NTC Marks.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

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

Name of Individual/Company: University of San Francisco School of Education

Address: 2130 Fulton St. City: San Francisco State: CA Zip: 94117

Phone: (415) 422-2117 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2026

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

Placement of student interns within district - Education Specialists, Counseling and Teaching Intern Agreement

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:** $_____

Describe other related costs: NO COST

BUDGET CODE: N/A _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Carla Moran Date: 4/20/21

Director of Fiscal Services: [signature] Date: 4/27/21

Asst. Supt., of Business Services: Roe S Date: 4/29/21

Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 1st day of *February* 2021, by and between the *University of San Francisco* ("University") and the *Alum Rock Union School District* ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Teaching" as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

B. District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

"Counseling" as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay District, for the performance by its teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars ($250.00) per student for each semester within District, said payment to be distributed among the supervising teacher(s)to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than $1,000,000 per occurrence, and $3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the *1st* day of *February 2021* and shall terminate on the *30th* day of *June 2026*.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean Shabnam Koirala-Azad
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:

Alum Rock Union School District
Attn: Kristine McNatt – Executive Assistant
2930 Gay Avenue
San Jose, CA 95127

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

By: _____
Shirley McGuire, Ph.D.

Senior Vice Provost
Title

02/04/2021
Date

Alum Rock Union School District

By: _____
Name (Signature)

_____
Name (Print)

_____
Title

_____
Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

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

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

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

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

Name of Individual/Company: Santa Clara County Office of Education-Community School Services

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408)453-6500 Email: rvelazquez@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2022

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

SCCOE will provide community school services for the 2021-2022 school year to students released by ARUSD for discipline reasons. In the event of shelter in place orders, Community School will provide distance learning and support to students enrolled.

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)

X a. **Fee Rate:** $ 10,000.00 per slot Not to Exceed 4 slots of services.

____ b. **Other:** $ For a total of $40,000.00

Describe other related costs: _____

BUDGET CODE: 010-0000-0-7130-00-9000-9200 _____ Accountant Initials

000000-340-1823 R 3/4/21 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3/15/2021

Director of Fiscal Services: _____ Date: 3/4/21

Asst. Supt., of Business Services: _____ Date: 3/4/21

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding

Between

Alum Rock Union School District

and the

Santa Clara County Office of Education

For Provision of Community School Services

This Memorandum of Understanding ("Agreement" or "MOU"), is made and entered into this July 1, 2021 between **Alum Rock Union School District** ("School District") and the Santa Clara County Office of Education ("SCCOE"), regarding SCCOE providing community school services to School District.

RECITALS

WHEREAS, the SCCOE operates community schools which provide services ("Community School Services") for students of Santa Clara County; and

WHEREAS, the SCCOE is able to fund Community School Services on an ongoing basis only if enrollment is sufficient to generate state Average Daily Attendance (ADA) funding, and the allotment fees are adequate for a significant portion of such ongoing operations; and

WHEREAS, the School District desires to have access to the Community School Services for its resident students; and

WHEREAS, in order to properly budget for Community School Services, the SCCOE needs to know at least **February 12** of the prior school year how many of the School District's resident students will participate in the SCCOE's community schools.

NOW, THEREFORE, in consideration of the mutual agreements and promises set forth below, the SCCOE and the School District agree as follows:

1. Designation of Students. The School District shall notify the SCCOE in writing of the projected number of students the School District intends to enroll with the SCCOE to provide education at the SCCOE community schools during the ensuing school year. The number of allotments will be used to project staffing rates for the coming school year.

2. Provision of Services. Upon payment described below, the SCCOE shall provide Community School Services in the ensuing school year for the number of students designated by School District pursuant to Paragraph 1. Students can be referred to SCCOE programs with or without an expulsion. For students with an IEP it is essential that their level of services is aligned with the level of program referred to. Special Education services will be delivered via Special Day Class and Resource to meet the learning needs of the students. Special Education referrals are routed through the Special Education Office to ensure that the student level of disability can be addressed at the Community School. Due to Covid-19 and Public Health Department guidelines, students may receive direct instruction, have access to online courses, social emotional pro-social activities, field trips to enhance their academic program, work experience, and post-secondary planning. In addition, they will have access to weekly social emotional counseling (MSW/MFT) to help them meet the terms of their referral/expulsion plan and student need. Community School may provide Distance Learning and support to ensure students ability to progress towards their academic and social goals.

3. Payment for Services. For the 2021-22 school year and effective Monday August 2, 2021, the School District shall pay the SCCOE an initial per-allotment/per-seat amount of $10,000 per anticipated use to ensure that appropriate staff levels are achieved. Allotments purchased after July 1, 2021 for the

2021-22 school year will be billed at $15,000 per student based on the School Services of California Study (during 2018-19 school year) and agreed to by Districts. On a monthly basis commencing in October of each year, the Alternative Education Department will provide monthly updates to districts that include current enrollment, open seats, referred students, student transitions, court school topics, grades, credits, legislation updates that impact court and community schools, and program updates. This report illustrating allotment/seat usage will be reported back to the district during the District Rep Meetings held at SCCOE. The SCCOE strongly recommends that districts send a representative to this meeting to ensure effective collaboration between SCCOE, districts, county probation, juvenile courts, and community-based partners.

At the end of the school year a summary of usage will be provided to the District. The per-allotment/per-seat amount provides enrollment of one youth in for the duration of the referral. In the event that the student does not enroll or leaves the placement, the seat is reopened to the district for additional referral. Additional seats/allotment costs that were generated from Districts referring more students than allotments purchased will be billed at total cost of the allotment of $15,000.

4. Payments Non-Refundable. Once the School District has notified the SCCOE of the number of student allotments secured for the SCCOE community schools and based on the associated budget, the School District payment made pursuant to Paragraph 3 of this MOU shall be non-refundable, regardless of the number of students in attendance. School District acknowledges that these provisions, prohibiting refunds is necessary since SCCOE will have incurred expenses in reliance on the allotment requested by School District.

5. Additional Students. The SCCOE, at its sole and exclusive discretion, may offer Community School Services to more students from School District than were designated pursuant to Paragraph 1 ("Additional Student(s)") based on availability of space in the community schools. For each allotment/seat costs that were generated from Districts referring more students than allotments purchased will be billed at the end of the fiscal year. The cost for each additional student will be charged at the total cost of the allotment of $15,000.

6. Monthly Notice & Semester Notice. The SCCOE provides the School District on a monthly basis (commencing in October) of the number of students that the School District has enrolled at the SCCOE community school and/or programs pursuant to this Agreement, and how many designated spaces remain available for the School District for that school year. This is reported in the monthly District Representative Meetings. At the end of each semester the student roster will be reviewed and students who are either transferring back to District or not attending will be dropped from the district allotment/seat amount, thus freeing up potential seats for placements for the next semester.

7. End of Year Fund Balance. If there is a positive fund balance at the end of the school year the remaining funds will be returned to the districts that purchased allotments/seats proportionate to their percentage of the total allotments/seats purchased within the year.

8. District Release. Only students released by their district of residence will be enrolled in community schools. A released student will be continuously enrolled for the entire school year, unless the district withdraws the student, or the student is terminated by community schools and referred back to District of Residence.

9. Notice to the Parties. Notices required under this MOU shall be sent to the parties by certified US mail or email at the addresses set forth below, provided however, that the monthly notices may be provided via e-mail with the mutual agreement of the Parties:

Notice to the SCCOE:

	Santa Clara County Office of Education
CONTACT PERSON	Rochelle Velazquez
STREET ADDRESS	1290 Ridder Park Drive / MC 213
CITY, STATE, ZIP	San Jose, CA 95131
TELEPHONE	408-573-3208 FAX 408-453-4243
EMAIL ADDRESS	rvelazquez@sccoe.org

Notice to the School District:

SCHOOL DISTRICT	Alum Rock Union School District
CONTACT PERSON	Norma Flores
STREET ADDRESS	2930 Gay Avenue
CITY, STATE, ZIP	San Jose, CA 95127
TELEPHONE/ FAX	(408) 928-6822
EMAIL ADDRESS	norma.flores@arusd.org

10. Termination. SCCOE reserves the right to terminate the MOU with a 60-day notice in the event that the revenue generated by ADA and Fees are less than necessary to fund the Community Schools sufficiently. SCCOE will inform the District by certified US mail, email, and collaborate with the District to transfer students back to District.

11. Amendment. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any prior agreement or understanding. There are no understandings, agreements, representations or warranties, expressed or implied, not specified in this Agreement.

13. Construction of Agreement. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

14. Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. An original, with all signatures appended together shall be deemed a fully executed Agreement.

15. Successors. Should School District reorganize in accordance with state statutes, this Agreement shall be considered a liability of School District, not the SCCOE, and shall be carried by the successor school district or districts.

The parties represent that they are authorized to enter into this Agreement, and further that the individuals signing below are authorized to execute this Agreement on behalf of the respective parties.

Community School Allotments purchased for **2021-22** school year is 4 at $10,000 per slot for a total of $ **40,000.00**.

District: Alum Rock Union School District

Santa Clara County Office of Education

_____ Date:_____
District Authorized Signature

Dr. Hilaria Bauer, Superintendent
Print Name, Title

(408) 928-6822 (408) 928-6416
Phone Fax

hilaria.bauer@arusd.org
Email

_____ Date: _____
Steve Olmos, Ed.D.
Assistant Superintendent,
Student Services & Support Division

12.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 48-20/21 Inventory Disposal**

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

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet dated June 10, 2021.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: June 10, 2021

Recommend Approval

12.07

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 48-20/21
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

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

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

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

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

PASSED AND ADOPTED this 10th day of June, 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, Board President

Andrés Quintero, Board Vice President

Ernesto Bejarano, Board Clerk

Linda Chávez, Board Member

Minh Pham, Board Member

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on June 10, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

SURPLUS FURNITURE EQUIPMENT DISPOSAL
DATE: June 10, 2021
Resolution # 48-20/21

Description	ARUSD #	Serial #	LOCATION	Department
BATTERY BACKUP APC SMT1500RM2U	NA	AS1624235996	WAREHOUSE	ITSS
BATTERY BACKUP APC SMT1500RM2U	NA	AS1624246057	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013500	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013499	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013497	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013489	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013491	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013498	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013490	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013494	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013487	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013496	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013495	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013492	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013488	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SYBTU1-PLP	2013485	NA	WAREHOUSE	ITSS
BATTERY BACKUP APC SURT192RMXLBP2	NA	US1207003600	WAREHOUSE	ITSS
BATTERY BACKUP APC SURT192RMXLBP2	NA	US1245004704	WAREHOUSE	ITSS
BATTERY BACKUP APC SURT192RMXLBP2	NA	US1245004689	WAREHOUSE	ITSS
BATTERY BACKUP APC SURT192RMXLBP2	NA	US1245004709	WAREHOUSE	ITSS
BATTERY BACKUP APC SURT20KRMXLT	NA	S1206002646	WAREHOUSE	ITSS
APC BATTERY BACKUP POWER SUPPLY SYCFA0KE	1001607	E00338000797	WAREHOUSE	ITSS
APC BATTERY BACKUP POWER MODULE SYPM10KF2	NA	PD1521340136	WAREHOUSE	ITSS
APC BATTERY BACKUP POWER MODULE SYPM10KF2	NA	PD1521340134	WAREHOUSE	ITSS
APC BATTERY BACKUP POWER MODULE SYPM10KF2	NA	PD1521340129	WAREHOUSE	ITSS
APC BATTERY BACKUP MODULE OG-SYMIM4	NA	QD1516311883	WAREHOUSE	ITSS