ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
August 12, 2021

Thursday, August 12, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #5-21/22

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDERS NO.N-08-21 dated June 11, 2021, The August 12, 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/s/82360955954
One tap mobile
+16699006833, Meeting ID:823 6095 5954# 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-08-21, 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

1.03 WELCOME AND EXPLANATION TO AUDIENCE: Any person may address the Board on any item on the meeting agenda. Persons who wish to speak on an item on the agenda will have an opportunity to do so when that agenda item is introduced and presented during this meeting. If you wish to speak on an item on this agenda please use the "Raise hand" function on Zoom as described above when the agenda item is called. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes.Persons who wish to speak to the Board about any matter within the jurisdiction of the District but not on this agenda will have an opportunity to speak during item 2.01 on this agenda as stated below.

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction

of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of the District but not on this agenda should use the "Raise hand" function on Zoom as described above when this agenda item 3.01 is called. The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. COMMENTS AND COMMUNICATION

3.01 Teamsters.

3.02 California School Employee's Association (CSEA).

3.03 Alum Rock Educator's Association (AREA).

3.04 Alum Rock Administrator's Association (ARAA).

3.05 Superintendent.

3.06 Board of Trustees/Communications/Comments.

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

4.01 Brief presentation to the Board regarding Parent Square data (Information Only).

4.02 Board Update Regarding School Reopenings in Alum Rock Union School District.

5. 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.)

5.01 Approve the Installation of ('IDAS") for the Verizon Labs at Ocala, Sheppard, Renaissance at Fischer and Renaissance at Mathson.

5.02 The Governing Board of Trustees will Discuss and Direct the Administration to Research and Provide a Recommendation for the Selection of a Legal Firm to Provide Additional Legal Support for the Review of Various Contracts.

6. 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.)

6.01 Approve Updated Local Control Accountability Plan (LCAP) 2021-2022.

6.02 Approve Seal of Biliteracy Achievement Awards - Student Recognition.

6.03 Approve Consolidated Application and Reporting System (CARS) 2018/19 2019/20 2020/21 Reporting and 2021-2022 Application for Funding.

6.04 Approve Next Generation Science Standards Aligned Textbook Adoption (NGSS) - Middle School.

7. 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.)

7.01 Resignations (Information Only).

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

8.01 Approve the Citizen Schools Contract for the 2021-2022 SY. This contract is to provide additional school-day support through instructional intervention for George and Sheppard Middle Schools. Submitted by: State & Federal Programs, $104,934.38 dollars.

8.02 Approve the Maxim Healthcare Staffing Services Contract for the 2021-2022 SY. This contract is to provide Behavior Therapy and LVN services. Submitted by:Special Education, $172,235 dollars

8.03 Approve the Think Together Services Contract for the 2021-2022 SY. This contract is to provide a comprehensive licensed preschool program at Adelante Dual Language Academy I and II. Submitted by: Early Learning, $526,939.20 dollars.

8.04 Approve the Think Together TK/Kinder Contract for the 2021-2022 SY. This contract is to provide extended support in ELA and math to TK/K Academies. Submitted by: State & Federal Programs, $585,000 dollars.

8.05 Approve the YMCA of Silicon Valley TK/Kinder contract for 2021-2022 SY. The program will offer ELA & Math support. Submitted by: State & Federal Programs, $578,321 dollars.

8.06 Approve the Accountable Healthcare Contract for the 2021-2022 SY. The contract is for behavioral therapy services at various sites for students where their IEP has identified the need. Submitted by: Special Education, $116,200 dollars.

8.07 Approve the City of San Jose ASES Contract for the 2021-2022 SY. This contract will provide during/after school services to Lyndale Elementary. Submitted by: State & Federal Programs, $123,045 dollars.

9. Contract Extensions Over $100,000--BOARD DISCUSSION AND/OR ACTION.

9.01 Approve the Contract Extension for Citizen Schools for payment of 2020/2021 outstanding invoices. Submitted by: State & Federal Programs, $ 45,565.20 dollars.

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

10.01 Approve Board Meeting Minutes for the following date: June 24, 2021, Special Board Meeting, June 24, 2021, Regular Board Meeting, July 8, 2021, Regular Board Meeting, July 22, 2021, Special Board Meeting and July 29, 2021, Special Board Meeting.

10.02 Approve Acceptance of Donations.

10.03 Approve Fundraising Activities.

10.04 Approve Acceptance of Vendor & Payroll Warrants-JUNE 2021

10.05 Approve Acceptance of Vendor & Payroll Warrants-JULY 2021

10.06 Approve AREA, CSEA, Teamsters, Supervisory and Management/Confidential Calendars, 2021-2022.

10.07 Approve/Ratify Notices of Employment and Changes of Status/August 12, 2021

10.08 Approve Contracts for Professional Services -Firms/Organizations.

10.09 Approve Memorandum(s) of Understanding(s)

10.10 Approve Resolution No. 05-21/22 Inventory Disposal.

10.11 Approve Resolution No. 06-21/22 Education/State & Local Government Purchase Agreement Piggyback for Apple Products, Services, and Related Items, Bid # P-13 18/19

11. ADJOURNMENT

11.01 President adjourns the meeting.

12. CLOSED SESSION

12.01 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.

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

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

12.04 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.

12.05 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.

12.06 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.

12.07 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.

12.08 DISCUSSION/ACTION: PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Assistant Principal.

13. RECONVENE TO OPEN SESSION-VIA ZOOM

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. FUTURE BOARD AGENDA REQUESTS

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

15. NEXT MEETING(S)

15.01 September 9, 2021 (2021-22 School Year).

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

4.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Brief presentation to the Board regarding Parent Square data.

Information Only

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Information Only

4.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

4.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Board Update Regarding School Reopenings in Alum Rock Union School District.

Information Only

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Information Only

4.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **The Installation of "iDAS" for Verizon Labs at Ocala, Sheppard, Renaissance at Fischer and Renaissance at Mathson**

Staff Analysis: The District currently has a partnership with Verizon, whereby Verizon has built Verizon Innovation Learning (VIL) Labs at Ocala, Sheppard, Renaissance at Fischer and Renaissance at Mathson. The VIL program combines immersive cutting-edge technology with an innovative project-based curriculum and real-world problem solving in a custom-designed, state-of-the-art Innovation Lab. In addition to the equipment and devices that Verizon has provided to the District at no cost, to enhance the learning experience for both students and teachers at these labs, Verizon is offering to install inbuilding small cell distributed antenna system ("iDAS") in order for the labs to get access to the Verizon 5G network. Verizon will bear all costs for the installation of the iDAS.

Recommendation: Staff recommends the Board of Trustees approve the In Building Agreements with Verizon for the installation of the iDAS at Ocala, Sheppard, Renaissance at Fisher and Renaissance at Mathson.

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

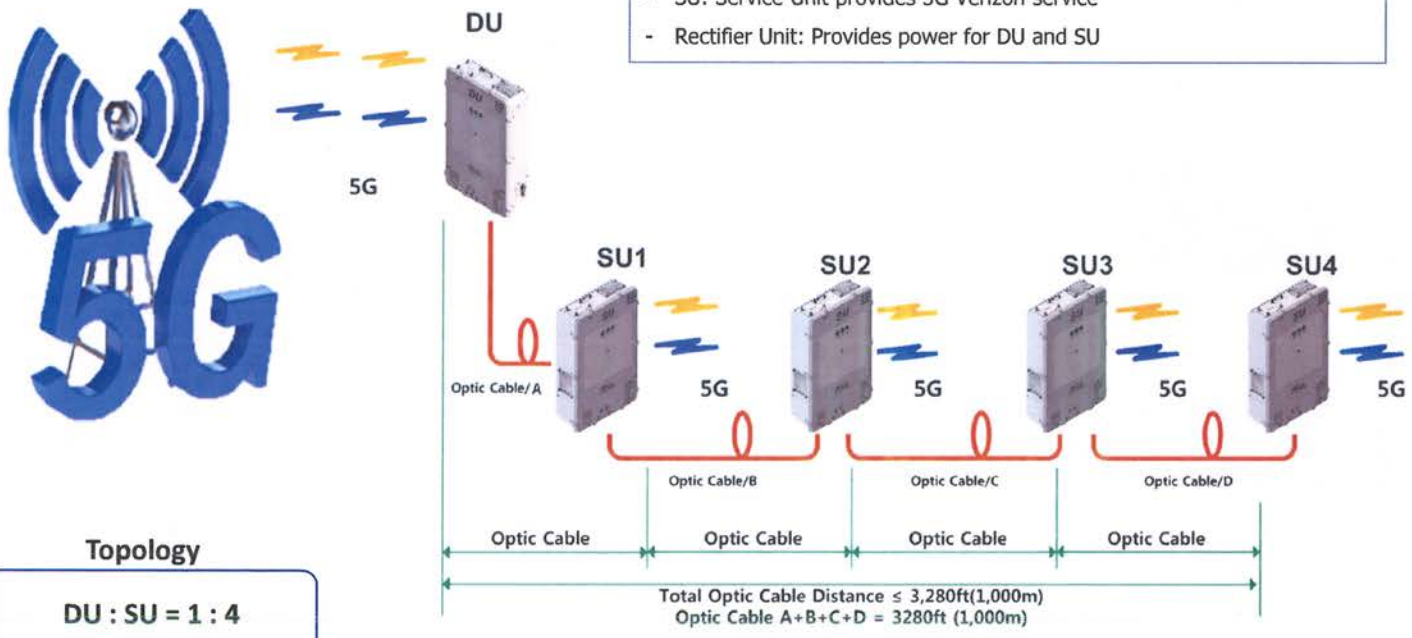
Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

PrimAer 28GHz Optical Repeater

Block Diagram

- DU: Donor Unit which pulls the donor signal off over the air
- SU: Service Unit provides 5G Verizon service
- Rectifier Unit: Provides power for DU and SU



Topology

DU : SU = 1 : 4

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PrimAer In-Building

- ✓ **In-Building : DU on roof/side of building then fiber to SU inside Verizon store**





VILs Renaissance Academy at Fischer 032221 Photo Album

LAB:

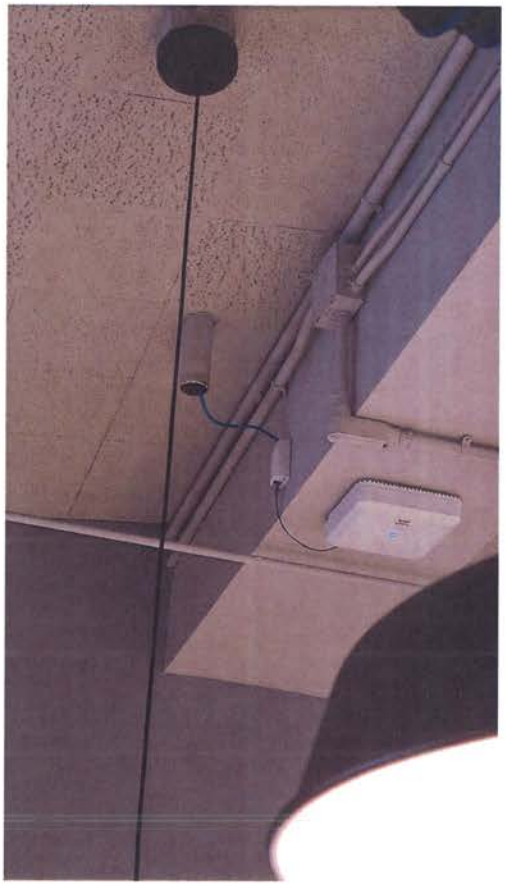


Proposed Node Locations:





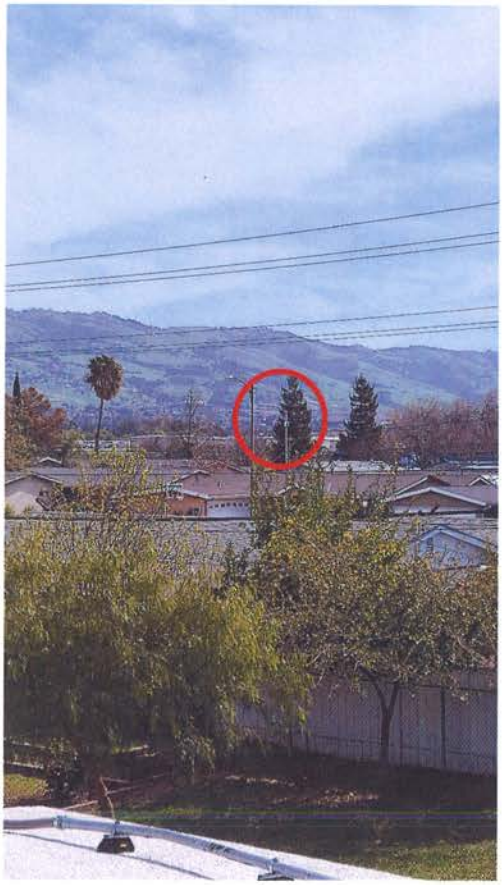
Existing Pathway into LAB



Outdoor Node



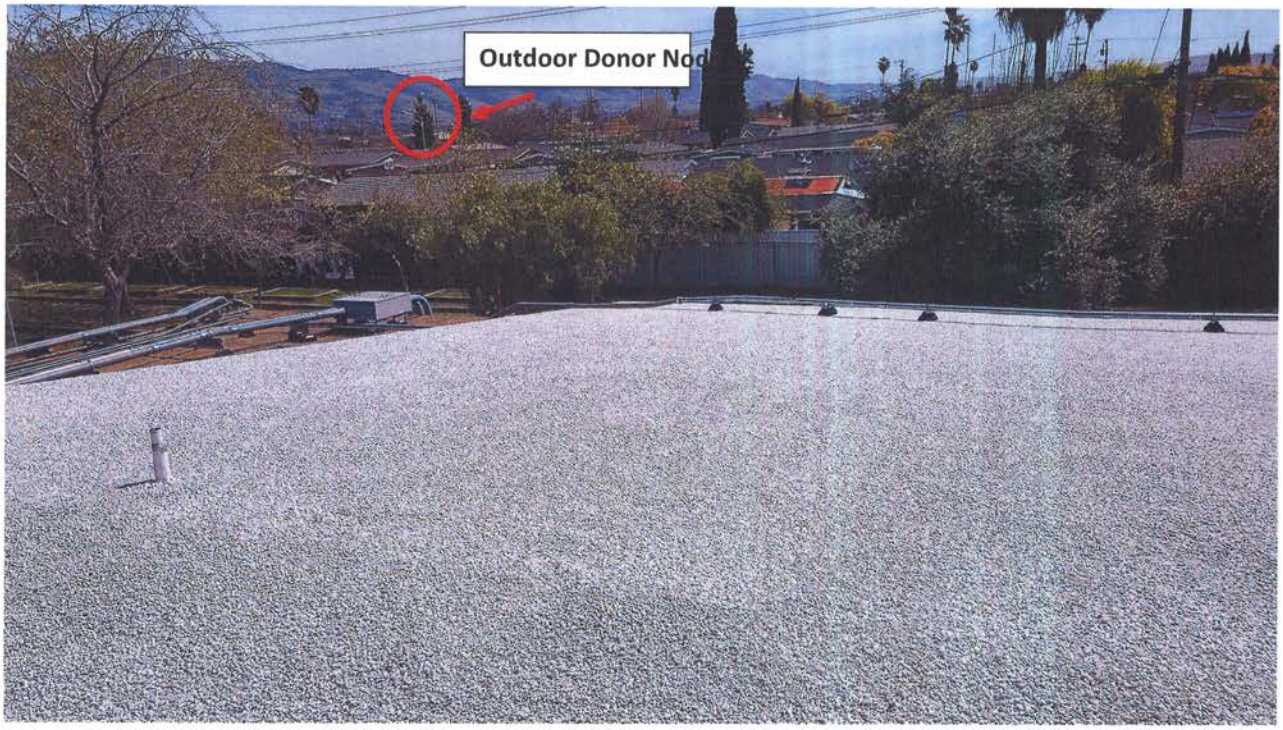
Rooftop:



Existing Conduit Pathway into LAB



Recommend DU Mounting Location



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 Superintendent of Schools: Date: August 5, 2021

Subject: **The Governing Board of Trustees will Discuss and Direct the Administration to Research and Provide a Recommendation for the Selection of a Legal Firm to Provide Additional Legal Support for the Review of Various Contracts**

Recommendation: Approval for the Governing Board of Trustees to discuss and direct the administration to research and provide a recommendation for the selection of a legal firm to provide additional legal support for the review of various contracts.

Prepared by: Kolvira Chheng KC Title: Assistant Superintendent Business Services

To the Board of Trustees:
Recommend Approval
5.02
Agenda Placement

Meeting: August 12, 2021
Regular Board Meeting
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Updated Local Control Accountability Plan (LCAP) 2021-2022

Staff Analysis: Additional information has been added to the increased and improved services section of the adopted LCAP plan as recommended by the SCCOE. This additional language does not change any of the proposed actions or services for 2021/2022.

"Information Only"

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: August 12, 2021

Information Only

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
30.05%	$21,730,972

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

To understand the needs of our English Learners, students experiencing economic harship, students living in temporary housing or students living in Foster Care, we analyzed the data to learn where there were opportunities to provide targeted support to increase and improve services.

ARUSD's unduplicated percentage of low income, Foster Youth and English Learner students is 81.44 %.

ARUSD offers a variety of programs and support services principally directed in supporting the needs of English Learners, students with low income and students living in Foster homes to assist in closing achievement gaps. As our district develops a Multi-tiered System of Supports (MTSS), programs are tailored to detect and support students who are struggling based on data regardless of their membership in specific unduplicated student groups. Likewise, there are students in the unduplicated population who may be on target in their progress. That said, support systems will serve underperforming and struggling students which are typically our students with the highest needs, therefore principally directed toward our unduplicated students. Our systematic approach to detecting and serving individual student needs will provide the abililty to serve students beyond the generalized unduplicated student groups. Likewise, Multi-tiered systems of support address whole child needs including academic, socioemotional and family wellness to ensure that all barriers to success can be addressed. Thus, actions marked with "Yes" throughout the plan total $ 21,730,972 and serve unduplicated students. Additionally, other funding sources contribute to increased and improved services totalling $23,869,614.

Goal 1 – This goal was written to ensure that we provide a rigorous, well-rounded instructional program for all students. Our contributing actions within this goal (1, 2, 3, 4, 5, 6, 7, and 8) focus on providing a variety of resources and services to our school sites to benefit our unduplicated students. For example, providing additional dollars to schools allows them to plan targeted intervention programs and add additional learning opportunities that will specifically impact outcomes for unduplicated students. Schools are required to allocate their supplemental/concentration funding within their SPSAs, which are aligned to the LCAP. In addition, training and retaining highly qualified teachers is imperative to creating a consistent, safe, effective environment for our EL, FY and low income populations. Finally, technology programs, training and support are imperative for providing a 21st century learning environment and will benefit those with barriers to accessing technological resources such as access to Wi-Fi which in turn allows them to engage with learning programs that could strengthen their academic skills. Providing high quality extended learning opportunities, Foster Youth Support and Early Learning programming will provide our unduplicated students with access to content in different, enriching ways. These programs also provide support for working families so their children are being cared for in a safe environment.

Goal 2 – This goal ensures that EL students will develop the skills necessary to make annual progress towards mastery of their second language. All actions within this goal (1, 2, 3, 4) will directly and positively impact EL student growth and development. Professional development is offered to keep teachers current with new strategies to support our ELs and thus make a greater impact in the classroom. Hiring and training support for ELPAC testing will ensure that students can access the test in the best possible conditions, and ensure that students miss the least amount of class time possible while taking this assessment. Expanded support for Long-Term English Learners and Newcomers will provide them additional opportunities for engaging with language and thus increasing their skills in the areas of reading, writing, listening and speaking. Supporting the Seal of Biliteracy program provides English Learners with opportunities to acquire this distinguished honor, helping them attain further success as they continue their school and career paths.

Goal 3 – This goal ensures that we provide an inclusive and caring community that provides needed supports to struggling students, as needed. Actions within this goal (1, 2, 3, 4, 5, 6, 7) will benefit our EL, FY and low income populations in many ways. COVID has really shined a light on the need for additional mental health and SEL programs. This work will benefit our unduplicated populations because we are committed to ensuring their needs are prioritized within the district, which may be especially helpful if they are unable to attain support outside of the school system. Positive School cultures will ensure that students have a safe place to be each and every day, when our students feel safe they are better able to learn. All school sites receive services that provide an extra layer of support with student health needs, improving the rate of chronic absenteeism, safe transportation of students and ensuring instructional materials to all students. These additional services allow our unduplicated students extra support during the school day with specialized supports. Providing VAPA and after school sports opportunities enables many of our unduplicated students to take advantage of new experiences and to see their culture and customs represented in their school communities, which in turn will keep them more engaged at school. Additional administrative support allows for implementation of programs for unduplicated pupils and their families and enables schools to focus on students in more targeted ways. Finally, providing 21st century learning environments exposes our students to technology and learning experiences that will help them navigate the global world that we live in today, especially if they have not had the opportunity to engage in these experiences outside of school.

Goal 4 – This goal focuses on strategies for fostering strong relationships with stakeholders to impact student success. Actions (1, 2, 3, 4, 5) in this goal all focus on helping parents/caregivers take an active role in their students' educational careers. For some unduplicated students, their parents have not experienced the American education system and thus the education we provide for them helps them navigate the school system more successfully, which in turn helps their students achieve at higher levels. Our interpretation/translation services (i.e. Spanish and Vietnamese) allow families access to important information that supports their childs' growth at school. Similarly, community liaisons provide a bridge to our FY, EL and low income students by providing resources and supports beyond the classroom, as needed.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The Alum Rock Union Elementary School District is required to increase or improve services for EL, Foster Youth, and Low Income students by 30.05% which is equal to $21,730,972 as shown above. This increased percentage is met by actions and services included in the Local Control Accountability Plan. The following actions described below are increased or improved and meet and/or exceed the totality of the required percentage increase as compared to services for all students. Additionally, other funding sources contribute to increased and improved services totalling $23,869,614.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

REVISED

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
30.05%	$21,730,972

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

To understand the needs of our English Learners, students experiencing economic hardship, students living in temporary housing or students living in Foster Care, we analyzed the data to learn where there were opportunities to provide targeted support to increase and improve services. ARUSD's unduplicated percentage of low income, Foster Youth and English Learner students is 81.44 %.

ARUSD offers a variety of programs and support services principally directed in supporting the needs of English Learners, students with low income and students living in Foster homes to assist in closing achievement gaps. As our district develops a Multi-tiered System of Supports (MTSS), programs are tailored to detect and support students who are struggling based on data regardless of their membership in specific unduplicated student groups. Likewise, there are students in the unduplicated population who may be on target in their progress. That said, support systems will serve underperforming and struggling students which are typically our students with the highest needs, therefore principally directed toward our unduplicated students.

Our systematic approach to detecting and serving individual student needs will provide the abililty to serve students beyond the generalized unduplicated student groups. Likewise, Multi-tiered systems of support address whole child needs including academic, socioemotional and family wellness to ensure that all barriers to success can be addressed. Thus, actions marked with "Yes" throughout the plan total $ 21,730,972 and serve unduplicated students. Additionally, other funding sources contribute to increased and improved services totalling $23,869,614.

GOAL 1 – This goal was written to ensure that we provide a rigorous, well-rounded instructional program for all students. The actions described here are principally directed toward our unduplicated students based on the need shown in our academic data: the California Dashboard data (Spring 2019) reflects static growth for both English Learners and low income students. Additionally, according to the Dashboard, ELs are 51.5 points below standard in ELA (in comparison to 28.9 points for all students) and 70 points below standard for math (in comparison to 51.7 points for all students). Local data shows that 12% of all English Learners are scoring on/above grade level in Reading Language Arts and 17% of all English Learners are scoring on/above grade level in Mathematics.

Within this goal, Action 1 enables us to provide funding support to schools so that they can utilize data to plan targeted intervention programs and add additional learning opportunities for students. Providing these

additional resources for unduplicated students will have a significant impact because students will feel more successful and more engaged in school. Finally, by reducing class sizes, the teachers can address the needs of the students to accelerate language acquisition in the smaller classes, thus improving academic outcomes as well.

Actions 2 and 3 focus on the importance of hiring and retaining highly qualified teachers to create a consistent, safe, effective environment for our EL, FY and low income populations. This has been proven to improve the academic success of students. Data on 90/90/90 (90% socio-economically disadvantaged, 90% minority, 90% at or above grade level standards) schools show that highly qualified teachers have the greatest impact on language acquisition for English Learners. In order to support the actions throughout the plan, ARUSD has worked to attract and retain highly qualified teachers. To support the retention of highly qualified teachers, our district will provide ongoing training and professional development opportunities and ensure that their administrators can support them effectively so that they can provide the most effective instruction to our students with the greatest needs. Providing our students with highly qualified teachers and administrators will ensure a stable school environment and high quality instruction which in turn will help students achieve at higher levels academically and socially-emotionally.

Actions 4 and 5 further meet the academic needs of our unduplicated students. If we utilize diagnostic assessments and format assessments provided in ed tech programs, we will be better able to determine specific student need and can provide targeted interventions and support to increase academic outcomes. Similarly, technology programs, training and support are imperative for providing a 21st century learning environment and will benefit those with barriers to accessing technological resources such as access to Wi-Fi which in turn allows them to engage with learning programs that could strengthen their academic skills. Educational technology was an area stakeholders agreed was important to focus on in this LCAP.

Actions 6 and 8 support academic growth by providing additional learning opportunities either before/after school and in the summer. By providing these supplemental programs to our unduplicated students they will have greater exposure to academic learning opportunities that will also increase student engagement. Similarly, by providing early learning opportunities to our unduplicated students we can expose them to language and learning prior to Kindergarten, providing them with the opportunity to enter Kindergarten more ready academically and socially-emotionally. We anticipate that these programs will help to close the opportunity gap that our unduplicated students often face. Finally, these programs also provide support for working families so their children are being cared for in a safe environment.

Action 7 is specific to providing additional supports to our foster youth. This subgroup of students have additional needs due to their unique set of circumstances. By providing these supports we believe that we will see an increase in academic achievement for these students.

GOAL 2 – This goal ensures that EL students will develop the skills necessary to make annual progress towards mastery of their second language. The Dashboard data regarding ELs (listed above about Math and ELA) in addition to the Dashboard data that states that 39.3% of all ELs progressed at least one ELPI level; 1.8% of all ELs maintained an ELPI level 4; 36.1 of all ELs maintained an ELPI level 1, 2L, 2H, 3L, 3H; and 22.6% of all ELs decreased one ELPI level supports the need for the actions within this goal that will directly and positively impact EL student growth and development. In addition to our EL students being served through actions and services in Goal 1, ARUSD offers specific professional development in the area of language acquisition in order to keep teachers current with new strategies to support our ELs and thus make a greater impact in the classroom. Hiring and training support for ELPAC testing will ensure that students can access the test in the best possible conditions, and ensure that students miss the least amount of class time possible while taking this assessment. Expanded support for Long-Term English Learners and Newcomers will provide them additional opportunities for engaging with language and thus increasing their skills in the areas of reading, writing, listening and speaking. Supporting the Seal of

Biliteracy program provides English Learners with opportunities to acquire this distinguished honor by gaining academic and oral proficiency in two languages, helping them attain further success as they continue their school and career paths. It is our expectation that these goals will work to increase annual progress of our ELs as measured by the ELPAC, reclassification rates, and annual SBAC growth.

GOAL 3 – This goal ensures that we provide an inclusive and caring community that provides needed supports to struggling students, as needed. Input from stakeholders showed the importance of increasing counseling services, continued expansion of SEL and Restorative Justice programs, the development of multicultural competencies and the provision of additional extracurricular activities to be priorities in order to nurture an inclusive and caring community. Actions within this goal will benefit our EL, FY and low income populations in many ways. COVID has really shined a light on the need for additional mental health and SEL programs. This work will benefit our unduplicated populations because we are committed to ensuring their needs are prioritized within the district, which may be especially helpful if they are unable to attain support outside of the school system.

Actions 1 and 2 provide funding to build positive and safe school climates. Services listed under these sections provide our unduplicated students access to counseling and SEL programming during school hours and the promise of a safe school environment supported by PBIS structures. Many of our unduplicated students have faced trauma over the course of their lives and/or over the course of the pandemic (i.e. food/housing insecurity, loss etc.). When students have opportunities to explore their emotions, and teachers are prepared to respond to their needs, research has shown that students will perform better academically. Similarly, our tiered intervention system will provide our unduplicated students with supports they may not have access to outside of school setting.

Action 3 provides all school sites with additional services that provide an extra layer of support for student health needs, improving the rate of chronic absenteeism, safe transportation of students and ensuring instructional materials for all students. These additional services allow our unduplicated students extra and specialized support during the school day. Our EL, FY and LI students all fall into the orange category on the California Dashboard for Chronic absenteeism. The additional supports provided through this goal can help to reduce chronic absenteeism for our unduplicated students by providing extra layers of support for health needs and transportation needs. They will also support increases in academic achievement for unduplicated students by providing exposure to field trips, extended learning, parent trainings and access to common core aligned instructional materials.

Actions 4, 5, 6 and 7 - Providing VAPA and after school sports opportunities enables many of our unduplicated students to take advantage of new experiences and to see their culture and customs represented in their school communities. Similarly, providing after school sports programs at our middle schools and K-8 school will provide opportunities for unduplicated students to easily participate in organized sports, something they may not be able to access outside of the school setting. Additional administrative support allows for implementation of programs for unduplicated pupils and their families and enables schools to focus on students in more targeted ways (ie. McKinney Vento, Foster Youth, Migrant Education, Tutoring programs, Before and After School Support, Summer Programs, etc) . Finally, providing 21st century learning environments exposes our students to technology and learning experiences that will help them navigate the global world that we live in today, especially if they have not had the opportunity to engage in these experiences outside of school. Providing additional options that are of high interest to our students will keep them engaged and excited about school, which in turn promises to improve academic outcomes and student engagement.

GOAL 4 – This goal focuses on strategies for fostering strong relationships with stakeholders to impact student success. Data from stakeholder engagement stressed the importance of: continuing to provide parent training on the use of various platforms that support student learning, expanding on training for

parents in areas of SEL and Mental Health well-being, offering flexible scheduling of events/meetings (keeping Zoom access for parent meetings), continuing to provide Community Liaison support which is essential for parent involvement and expanding language services by adding district Vietnamese interpretation services.

Actions 1, 2, 3, 4, and 5 in this goal all focus on helping parents/caregivers take an active role in their students' educational careers. For some unduplicated students, their parents have not experienced the American education system and thus the education we provide for them helps them navigate the school system more successfully, which in turn helps their students achieve at higher levels. Our interpretation/translation services (i.e. Spanish and Vietnamese) allow families access to important information that supports their childs' growth at school. Similarly, community liaisons provide a bridge to our FY, EL and low income students by providing resources and supports beyond the classroom, as needed. By involving parents in the school community they will play a bigger role in the decision making process at schools, have a better understanding of the school system and thus will be better equipped to support their students' academic, social and emotional journeys.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

The Alum Rock Union Elementary School District is required to increase or improve services for EL, Foster Youth, and Low Income students by 30.05% which is equal to $21,730,972 as shown above. This increased percentage is met by actions and services included in the Local Control Accountability Plan. The following actions described below are increased or improved and meet and/or exceed the totality of the required percentage increase as compared to services for all students. Additionally, other funding sources contribute to increased and improved services totaling $23,869,614.

6.02

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

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Seal of Biliteracy Achievement Awards Student Recognition**

Staff Analysis: In awarding the Pursuit of Bilingualism Award to outstanding young leaders, ARUSD seeks to:

- Encourage and reward students who develop biliteracy skills.
- Recognize and honor our rich and diverse language assets.
- Affirm positive attitudes toward multilingualism.
- Validate the use of multiple languages for all students.

Award Recognition Only: Seal of Biliteracy Achievement Awards Student Recognition Staff Analysis: The Seal of Biliteracy is an award given to students that meet strict and rigorous criteria and show proficiency skills in two languages. Alum Rock Union School District students on the path of bilingualism are recognized in both 5th and 8th grade for maintaining high linguistic proficiency in both Spanish and English.

Submitted by: Barbara Campbell BC Title: Director of Academic Services

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

To the Board of Trustees: Meeting: August 12, 2021

Recommended Approval

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

2020-2021
Seal of Biliteracy Award Winners

8th Grade

Caleb Almaguer
Fernanda Avila Lopez
Nicholas Cervera
Andrea Gonzalez Rodriguez
Miguel Heredia Ojeda
Victor Heredia
Amalinalli Noble Linares
Jenzer Ocampo Huitron
Nayreli Ocampo Huitron
Jahaziel Rangel
Cesar Solis Perez
Ines Soriano
Sandra Santiago Jorge

5th Grade

Ana Flores Sancez
Josephine Rose

6.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Consolidated Application and Reporting System (CARS) 2018/19, 2019/20, 2020/21 Reporting and 2021-2022 Application for Funding.**

Staff Analysis: The consolidated Application and Reporting System is the fiscal mechanism used by the California Department of Education (CDE) to distribute categorical funds from various state and federal programs to county offices, school districts, and charter schools throughout California. Annually, Alum Rock Union Elementary School District submits CARS to the CDE to document participation in these programs and to assure that our district will comply with the legal requirements of each program.

Recommendation: Staff recommends approval of CARS 2018/19, 2019/20, 2020/21 Reporting and 2021-2022 Application for Funding.

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

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval
6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK

UNION ELEMENTARY SCHOOL DISTRICT

Consolidated Application and Reporting System (CARS)
2018/2019 , 2019/2020, 2020/2021 Reporting and 2021-2022 Application for Funding

Hilaria Bauer, Ph.D
Superintendent

2021-22 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Local Governing Board Approval

The local educational agency (LEA) is required to review and receive approval of their Application for Funding selections with their local governing board.

Date of approval by local governing board	08/12/2021

District English Learner Advisory Committee Review

Per Title 5 of the California Code of Regulations Section 11308, if your LEA has more than 50 English learners, then the LEA must establish a District English Learner Advisory Committee (DELAC) which shall review and advise on the development of the application for funding programs that serve English learners.

DELAC representative's full name (non-LEA employee)	Araceli Ortiz
DELAC review date	04/19/2021
Meeting minutes web address Please enter the web address of DELAC review meeting minutes (format http://SomeWebsiteName.xxx). If a web address is not available, then the LEA must keep the minutes on file which indicate that the application was reviewed by the committee.	https://www.arusd.org/departments/instructional-services/state-and-federal/district-english-learner-advisory-committee-delac
DELAC comment If an advisory committee refused to review the application, or if DELAC review is not applicable, enter a comment. (Maximum 500 characters)	

Application for Categorical Programs

To receive specific categorical funds for a school year, the LEA must apply for the funds by selecting Yes below. Only the categorical funds that the LEA is eligible to receive are displayed.

Title I, Part A (Basic Grant) ESSA Sec. 1111et seq. SACS 3010	Yes
Title II, Part A (Supporting Effective Instruction) ESEA Sec. 2104 SACS 4035	Yes
Title III English Learner ESEA Sec. 3102 SACS 4203	Yes
Title III Immigrant	No

Warning
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2021-22 Application for Funding

CDE Program Contact:
Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

ESEA Sec. 3102 SACS 4201	
Title IV, Part A (Student and School Support) ESSA Sec. 4101 SACS 4127	Yes

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2021-22 Certification of Assurances

Submission of Certification of Assurances is required every fiscal year. A complete list of legal and program assurances for the fiscal year can be found at https://www.cde.ca.gov/fg/aa/co/ca21assurancestoc.asp.

CDE Program Contact:

Consolidated Application Support Desk, Education Data Office, ConAppSupport@cde.ca.gov, 916-319-0297

Consolidated Application Certification Statement

I hereby certify that all of the applicable state and federal rules and regulations will be observed by this applicant; that to the best of my knowledge the information contained in this application is correct and complete; and I agree to participate in the monitoring process regarding the use of these funds according to the standards and criteria set forth by the California Department of Education Federal Program Monitoring (FPM) Office. Legal assurances for all programs are accepted as the basic legal condition for the operation of selected projects and programs and copies of assurances are retained on site. I certify that we accept all assurances except for those for which a waiver has been obtained or requested. A copy of all waivers or requests is on file. I certify that actual ink signatures for this form are on file.

Authorized Representative's Full Name	Sandra Garcia
Authorized Representative's Signature	
Authorized Representative's Title	Director, State and Federal Programs
Authorized Representative's Signature Date	07/22/2021

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2021-22 Protected Prayer Certification

Every Student Succeeds Act (ESSA) Section 8524 specifies federal requirements regarding constitutionally protected prayer in public elementary and secondary schools. This form meets the annual requirement and provides written certification.

CDE Program Contact:

Carrie Lopes, Title I Policy, Program, and Support Office, CLopes@cde.ca.gov, 916-319-0126

Protected Prayer Certification Statement

The local educational agency (LEA) hereby assures and certifies to the California State Board of Education that the LEA has no policy that prevents, or otherwise denies participation in, constitutionally protected prayer in public schools as set forth in the "Guidance on Constitutionally Protected Prayer in Public Elementary and Secondary Schools."

The LEA hereby assures that this page has been printed and contains an ink signature. The ink signature copy shall be made available to the California Department of Education upon request or as part of an audit, a compliance review, or a complaint investigation.

The authorized representative agrees to the above statement	Yes
Authorized Representative's Full Name	Hilaria Bauer, Ph. D.
Authorized Representative's Title	Superintendent
Authorized Representative's Signature Date	07/20/2021
Comment If the LEA is not able to certify at this time, then an explanation must be provided in the comment field. (Maximum 500 characters)	



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2021-22 LCAP Federal Addendum Certification

CDE Program Contact:
Local Agency Systems Support Office, LCAPAddendum@cde.ca.gov, 916-323-5233

Initial Application

To receive initial funding under the Every Student Succeeds Act (ESSA), a local educational agency (LEA) must have a plan approved by the State Educational Agency on file with the State. Within California, LEAs that apply for ESSA funds for the first time are required to complete the Local Control and Accountability Plan (LCAP), the LCAP Federal Addendum Template (Addendum), and the Consolidated Application (ConApp). The LCAP, in conjunction with the Addendum and the ConApp, serve to meet the requirements of the ESSA LEA Plan.

In order to initially apply for funds, the LEA must certify that the current LCAP has been approved by the local governing board or governing body of the LEA. As part of this certification, the LEA agrees to submit the LCAP Federal Addendum, that has been approved by the local governing board or governing body of the LEA, to the California Department of Education (CDE) and acknowledges that the LEA agrees to work with the CDE to ensure that the Addendum addresses all required provisions of the ESSA programs for which they are applying for federal education funds.

Returning Application

If the LEA certified a prior year LCAP Federal Addendum Certification data collection form in the Consolidated Application and Reporting System, then the LEA may use in this form the same original approval or adoption date used in the prior year form.

County Office of Education (COE) or District For a COE, enter the original approval date as the day the CDE approved the current LCAP. For a district, enter the original approval date as the day the COE approved the current LCAP	06/24/2021
Direct Funded Charter Enter the adoption date of the current LCAP	
Authorized Representative's Full Name	Sandra Garcia
Authorized Representative's Title	Director, State and Federal Programs

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2021-22 Title III English Learner Student Program Subgrant Budget

The purpose of this data collection form is to provide a proposed budget for 2021-22 English learner (EL) Student Program Subgrant funds only per the Title III English Learner Students Program requirements (ESSA, Sections 3114, 3115, & 3116).

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Estimated Allocation Calculation

Estimated English learner per student allocation	$126.25
Estimated English learner student count	3,156
Estimated English learner student program allocation	$398,445

Note: $10,000 minimum program eligibility criteria

If the local educational agency's estimated English learner student program allocation is less than $10,000, then it does not meet the minimum program eligibility criteria for direct funding status and requires further action. To receive instructions regarding the consortium application process, please go to the California Department of Education Title III EL Consortium Details web page at https://www.cde.ca.gov/sp/el/t3/elconsortium.asp.

Budget

Professional development activities	$150,000
Program and other authorized activities	$61,997
English Proficiency and Academic Achievement	$150,000
Parent, family, and community engagement	$10,000
Direct administrative costs (Amount cannot exceed 2% of the estimated English learner student program allocation)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$26,448
Total budget	$398,445

Warning
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2021-22 Substitute System for Time Accounting

This certification may be used by auditors and by California Department of Education oversight personnel when conducting audits and sub-recipient monitoring of the substitute time-and-effort system. Approval is automatically granted when the local educational agency (LEA) submits and certifies this data collection.

CDE Program Contact:

Hilary Thomson, Fiscal Oversight and Support Office, HThomson@cde.ca.gov, 916-323-0765

The LEA certifies that only eligible employees will participate in the substitute system and that the system used to document employee work schedules includes sufficient controls to ensure that the schedules are accurate.

Detailed information on documenting salaries and wages, including both substitute systems of time accounting, are described in Procedure 905 of the California School Accounting Manual posted on the web at https://www.cde.ca.gov/fg/ac/sa/.

2021-22 Request for authorization	No
LEA certifies that the following is a full disclosure of any known deficiencies with the substitute system or known challenges with implementing the system (Maximum 500 characters)	

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

CDE Program Contact:

ylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
ina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

n accordance with the Every Student Succeeds Act (ESSA) sections 1117 and 8501, local educational agency shall consult annually with appropriate private school fficials and both shall have the goal of reaching agreement on how to provide quitable and effective programs for eligible private school children, teachers, and amilies. This applies to programs under Title I, Part A; Title I, Part C; Title II, Part A; itle III, Part A; Title IV, Part A; Title IV, Part B; and section 4631, with regard to the roject School Emergency Response to Violence Program (Project SERV).

he enrollment numbers are reported under penalty of perjury by each private school n its annual Private School Affidavit. The information in the Private School Affidavit s not verified, and the California Department of Education takes no position as to its ccuracy. It is expected that districts engaged in private school consultation verify the ccuracy of student enrollment data and the tax exempt status if it is being used for ne purpose of providing equitable services.

rivate School's Believed Results of Consultation Allowable Codes

1: meaningful consultation occurred
2: timely and meaningful consultation did not occur
3: the program design is not equitable with respect to eligible private school children

4: timely and meaningful consultation did not occur and the program design is not quitable with respect to eligible private school children

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2021-22 Nonprofit Private School Consultation

The local educational agency shall provide, on an equitable basis, special education services or other benefits to address the needs of eligible children and staff enrolled in nonprofit private elementary and secondary schools under the programs listed below.

School Name	School Code	Enrollment	Consultation Occurred	Was Consultation Agreement Met	Signed Written Affirmation on File	Consultation Code	School Added
lost Holy Trinity School	6979371	184	Y	Y	Y	Y1	N
t. John Vianney Catholic School	6980452	315	Y	Y	Y	Y1	N
t. Thomas More	6905178	257	N				N

Warning
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2020-21 Title I, Part A Nonprofit Private School Students Served

This report collects nonprofit private school eligible students served by grade level (receiving Title I, Part A equitable services).

CDE Program Contact:

Sylvia Hanna, Title I Policy, Program, and Support Office, SHanna@cde.ca.gov, 916-319-0948
Rina DeRose, Title I Policy, Program, and Support Office, RDerose@cde.ca.gov, 916-323-0472

Students Served Count by Grade

Kindergarten Student Count	2
Grade 1 Student Count	3
Grade 2 Student Count	3
Grade 3 Student Count	10
Grade 4 Student Count	4
Grade 5 Student Count	3
Grade 6 Student Count	6
Grade 7 Student Count	7
Grade 8 Student Count	6
Grade 9 Student Count	
Grade 10 Student Count	
Grade 11 Student Count	
Grade 12 Student Count	
Students Served Total	44

Warning
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2020-21 Title II, Part A Fiscal Year Expenditure Report, 12 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2020-21 Title II, Part A allocation	$403,293
Transferred-in amount	$0
Transferred-out amount	$0
2020-21 Total allocation	$403,293

Professional Development Expenditures

Professional development for teachers	$6,611
Professional development for administrators	$0
All other professional development expenditures	$0

Recruitment, Training, and Retention Expenditures

Recruitment activities	$0
Training activities	$0
Retention activities	$0
All other recruitment, training, and retention expenditures	$0

Miscellaneous Expenditures

Class size reduction	$242,941
Administrative and indirect costs	$23,902
Equitable services for nonprofit private schools	$0
All other allowable expenditures and encumbrances	$36,007
Total expenditures and encumbrances	$309,461
2020-21 Unspent funds	$93,832

Warning
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2020-21 Title III English Learner YTD Expenditure Report, 12 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2020 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2020-21 Title III EL student program allocation	$405,216
Transferred-in amount	$0
2020-21 Total allocation	$405,216
Object Code - Activity	
1000-1999 Certificated personnel salaries	$89,444
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$52,930
4000-4999 Books and supplies	$21,880
5000-5999 Services and other operating expenditures	$76,642
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$19,895
Total year-to-date expenditures	$260,791
2020-21 Unspent funds	$144,425

Warning
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2020-21 Title III English Learner Nonprofit Private School Reimbursement

The purpose of this data collection form is to capture the actual number of nonprofit private school English learner students who received Title III English learner services during the reported fiscal year.

CDE Program Contact:

Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831
Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739

Total English learner students served	0

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2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692

Homeless Education Certification

The LEA hereby assures that the LEA has met the following requirements:

1. Designated a staff person as the liaison for homeless children and youths;

2. Developed a written policy that supports the enrollment and retention of homeless children and youths in schools of the LEA which:

a) Includes policies and practices to ensure that homeless children and youths are not stigmatized or segregated on the basis of their status as homeless;

b) Includes a dispute resolution process;

c) Ensures that transportation is provided for a homeless child or youth to and from the school of origin if requested by the parent, guardian or homeless liaison;

3. Disseminated public notice of the educational rights of homeless children and youths where such children and youths receive services under the provisions of the Education for Homeless Children and Youths Act.

Homeless Liaison Contact Information

Homeless liaison first name	Norma
Homeless liaison last name	Flores
Homeless liaison title	Director, Student Services
Homeless liaison email address (Format: abc@xyz.zyx)	norma.flores@arusd.org
Homeless liaison telephone number (Format: 999-999-9999)	408-928-6800
Homeless liaison telephone extension	6947
Enter the full-time equivalent (FTE) for all personnel directly responsible for the implementation of homeless education (Format: 0.00)	1.00

Homeless Liaison Training Information

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2020-21 Homeless Education Policy, Requirements, and Implementation

The purpose of this data collection is to meet federal requirements specified in 42 United States Code 11431 et seq. (Education for Homeless Children and Youths Act) and some federal requirements in Title I, Part A of the Elementary and Secondary Education Act (ESEA). This collection includes monitoring local educational agencies (LEAs) and their compliance with key provisions of the Education for Homeless Children and Youths Act including the collection of contact information for each required designated LEA's homeless liaison.

CDE Program Contact:

Leanne Wheeler, Integrated Student Support and Programs Office, LWheeler@cde.ca.gov, 916-319-0383
Karmina Barrales, Integrated Student Support and Programs Office, KBarrales@cde.ca.gov , 916-327-9692

Has the homeless liaison attended and/or participated in a homeless education liaison training within the last two years	Yes
Has the homeless liaison provided training to the following personnel:	
Principals and other school leaders	Yes
Attendance officers and registrars	Yes
Teachers and instructional assistants	No
School counselors	No

Homeless Education Policy and Requirements

Does the LEA have a written homeless education policy	Yes
No policy comment Provide an explanation why the LEA does not have a homeless education policy. (Maximum 500 characters)	
Date LEA's board approved the homeless education policy	07/02/2013
Does the LEA meet the above federal requirements	Yes
Compliance comment Provide an explanation why the LEA does not comply with federal requirements. (Maximum 500 characters)	

Title I, Part A Homeless Expenditures

2020-21 Title I, Part A LEA allocation	$2,982,401
2020-21 Title I, Part A direct or indirect services to homeless children reservation	$15,000
Amount of 2020-21 Title I, Part A funds expended or encumbered for direct or indirect services to homeless children	$5,653
Homeless services provided (Maximum 500 characters)	Bus tokens/passes, school uniforms, prioritization for counseling services, prioritization for after school program services.
No expenditures or encumbrances comment Provide an explanation why there are no Title I, Part A expenditures or encumbrances for homeless services. (Maximum 500 characters)	

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Title II, Part A Fiscal Year Expenditure Report, 24 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2019 through June 30, 2021.

CDE Program Contact:
Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2019-20 Title II, Part A allocation	$448,200
Transferred-in amount	$0
Transferred-out amount	$0
2019-20 Total allocation	$448,200

Professional Development Expenditures

Professional development for teachers	$53,957
Professional development for administrators	$0
All other professional development expenditures	$0

Recruitment, Training, and Retention Expenditures

Recruitment activities	$0
Training activities	$0
Retention activities	$0
All other recruitment, training, and retention expenditures	$0

Miscellaneous Expenditures

Class size reduction	$288,551
Administrative and indirect costs	$40,120
Equitable services for nonprofit private schools	$3,460
All other allowable expenditures and encumbrances	$62,112
Total expenditures and encumbrances	$448,200
2019-20 Unspent funds	$0

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2019-20 Title III English Learner YTD Expenditure Report, 24 Months

A report of year-to-date (YTD) expenditures by activity. Activity period covered is July 1, 2019 through June 30, 2021.

CDE Program Contact:

Caroline Takahashi, Language Policy and Leadership Office, CTakahashi@cde.ca.gov, 916-323-5739
Geoffrey Ndirangu, Language Policy and Leadership Office, GNdirang@cde.ca.gov, 916-323-5831

Required and authorized Title III English Learner (EL) student program activities

An eligible entity receiving funds under the Every Student Succeeds Act section 3115 (c)-(d) shall use the funds for the supplementary services as part of the language instruction program for EL students.

Refer to the Program Information link above for required and authorized EL student program activities.

Refer to the Data Entry Instructions link above for Expenditure Report Instructions.

2019-20 Title III EL student program allocation	$431,886
Transferred-in amount	$0
2019-20 Total allocation	$431,886
Object Code - Activity	
1000-1999 Certificated personnel salaries	$190,748
2000-2999 Classified personnel salaries	$0
3000-3999 Employee benefits	$63,677
4000-4999 Books and supplies	$35,897
5000-5999 Services and other operating expenditures	$103,361
Direct administrative costs (amount cannot exceed 2% of the student program allocation plus transferred-in amount)	$0
Indirect costs (LEA can apply its approved indirect rate to the portion of the subgrant that is not reserved for direct administrative costs)	$38,203
Total year-to-date expenditures	$431,886
2019-20 Unspent funds	$0

Warning
The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

2018-19 Title II, Part A Fiscal Year Expenditure Report, 36 Months

A report of year-to-date expenditures and encumbrances by activity. Activity period covered is July 1, 2018 through June 30, 2021.

CDE Program Contact:

Arianna Bobadilla (Fiscal), Division Support Office, ABobadilla@cde.ca.gov, 916-319-0208
Lisa Fassett (Program), Standards Implementation Support Office, LFassett@cde.ca.gov, 916-323-4963

2018-19 Title II, Part A allocation	$504,028
Transferred-in amount	$0
Transferred-out amount	$0
2018-19 Total allocation	$504,028

Professional Development Expenditures

Professional development for teachers	$111,395
Professional development for administrators	$0
All other professional development expenditures	$0

Recruitment, Training, and Retention Expenditures

Recruitment activities	$0
Training activities	$0
Retention activities	$0
All other recruitment, training, and retention expenditures	$0

Miscellaneous Expenditures

Class size reduction	$248,410
Administrative and indirect costs	$36,434
Equitable services for nonprofit private schools	$0
All other allowable expenditures and encumbrances	$107,789
Total expenditures and encumbrances	$504,028
2018-19 Unspent funds	$0

Warning

The data in this report may be protected by the Family Educational Rights and Privacy Act (FERPA) and other applicable data privacy laws. Unauthorized access or sharing of this data may constitute a violation of both state and federal law.

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Next Generation Science Standards Aligned Textbook Adoption (NGSS) – Middle School**

Staff Analysis: Staff recommends the adoption of Accelerate Learning-STEMSCOPES for grades 6-8 in all our Middle Schools. The materials conform with all state requirements for standards aligned materials. The proposed adoption is aligned to Next Generation Science Standards (NGSS) and provides digital/hardcopy materials for ease of implementation. Materials were piloted and reviewed by teaching staff. Adoption is necessary to comply with Williams Settlement requirements. Teacher Professional Development is built into the contract.

STEMSCOPES, Accelerate Learning –
Year 1 - $192,711.85 Year 2 - $30,090 Year 3 - $30,090 Year 4 - $30,090
(Funding – Lottery/Restricted)

Recommendation: Staff recommends approval of this adoption for Middle School NGSS Textbooks.

Submitted by: Barbara Campbell Title: Director of Academic Services

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

To the Board of Trustees: Meeting: August 12, 2021

Recommended Approval

6.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Schedule A
Payment Plan

Customer	**Alum Rock Union Elementary School District**
Quote #	**63485**
Date	**24-Jun-21**

AccelerateLEARNING
THE LEADER in PreK-12 STEM EDUCATION

Description	Item #	Years	Quantity	Price per Unit	Total Price	Payments Due Year 1	Year 2	Year 3	Year 4
CA NGSS 3D Grade 6 Online	978-1-64304-491-0	4	1000	$27.80	$27,800.00	$ 6,950.00	$ 6,950.00	$ 6,950.00	$ 6,950.00
CA NGSS 3D Grade 7 Online	978-1-64304-492-7	4	1200	$27.80	$33,360.00	$ 8,340.00	$ 8,340.00	$ 8,340.00	$ 8,340.00
CA NGSS 3D Grade 8 Online	978-1-64304-493-4	4	1400	$27.80	$38,920.00	$ 9,730.00	$ 9,730.00	$ 9,730.00	$ 9,730.00
BBC STEMscopes Streaming Student Online	978-1-64306-077-4	4	2600	$7.80	$20,280.00	$ 5,070.00	$ 5,070.00	$ 5,070.00	$ 5,070.00
CA NGSS 3D Assessment Package Grades MS Online	978-1-64306-564-9	1	9	$0.00	$0.00	$ -			
CA NGSS 3D Grade 6 Hands On Kit	978-1-64168-558-0	1	22	$1,190.00	$26,180.00	$ 26,180.00			
CA NGSS 3D Grade 7 Hands On Kit	978-1-64168-559-7	1	20	$1,990.00	$39,800.00	$ 39,800.00			
CA NGSS 3D Grade 8 Hands On Kit	978-1-64168-560-3	1	20	$1,500.00	$30,000.00	$ 30,000.00			
CA 3D Grade 6 Teacher Guide	978-1-64306-181-8	1	23	$74.95	$1,723.85	$ 1,723.85			
CA 3D Grade 7 Teacher Guide	978-1-64306-182-5	1	20	$74.95	$1,499.00	$ 1,499.00			
CA 3D Grade 8 Teacher Guide	978-1-64306-183-2	1	20	$74.95	$1,499.00	$ 1,499.00			
CA NGSS 3D Grade 8 STEMscopedia Print	978-1-64168-881-9	1	1400	$17.20	$24,080.00	$ 24,080.00			
CA NGSS 3D Grade 7 STEMscopedia Print	978-1-64168-880-2	1	1200	$17.20	$20,640.00	$ 20,640.00			
CA NGSS 3D Grade 6 STEMscopedia Print	978-1-64168-879-6	1	1000	$17.20	$17,200.00	$ 17,200.00			
PD Face to Face Science: Free District Implementation	978-1-64305-814-6	1	2	$0.00	$0.00	$ -			
Total Commitment					**$282,981.85**	**$ 192,711.85**	**$ 30,090.00**	**$ 30,090.00**	**$ 30,090.00**

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF 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: Meeting: August 12, 2021
Information Only Regular Board Meeting

7.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

August 12, 2021

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Aguirre, Angelita	Child Nutrition Assistant I/Meyer	07/25/2021
2.	Murali, Maheswari	Paraeducator Special Education I/Renaissance I	07/26/2021
3.	Contreras, Carina	School Office Assistant/San Antonio & Cassell	07/29/2021
4.	Hernandez, Oscar	Maintenance Worker I / M.O.T	07/03/2021
5.	Sanchez, Rebecca	Reader Assistant/Mathson	07/09/2021
6.	Gill, Avtar	Chief Technology Office/Technology Services	07/27/2021
7.	Guardado, Martha Susanna	Community Liaison 9.5mo/Renaissance II	07/17/2021

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

August 12, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Calcagno, Jason	SDC/Special Education Dept.	07/30/2021
2.	Dano, Joshua	SDC/Special Education Dept.	07/21/2021
3.	Gutierrez, Victor	3-Bil./Adelante Academy II	06/08/2021
4.	Haros, Sara	LA/Fischer Middle School	06/30/2021
5.	Ruggio, Dominic	2/Aptitud Community at Goss	07/02/2021
6.	Saxton, Rochelle	Math/Sheppard Middle School	07/28/2021
7.	Souda, Manali	Core/Renaissance Academy I	06/08/2021
8.	Vaca, Nayeli	Art/Renaissance Academy II	06/08/2021

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: July 21, 2021

Subject: Citizen Schools Extended Support contract for 2021-2022

Staff Analysis: Citizen Schools will provide additional school-day support by providing instructional intervention groups, supervision of students during breaks & facilitating school-wide activities helping in both academic and social-emotional learning at Joseph George and William Sheppard from Alum Rock School District.

Recommendation: Staff recommends the board approve the contract with Citizen Schools for services in the 2021 – 2022 School Year. Cost of contract is $104,934.38.

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

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

To the Board of Trustees: Meeting: August 12, 2021

Recommended Approval

8.01

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

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: One Beacon St 15th Flr. City: Boston State: MA Zip: 02108

Phone: (650) 517-5191 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:

Citizen Schools will provide additional school-day support by providing instructional intervention groups, supervision of students during breaks & facilitating school-wide activities helping in both academic and social-emotional learning at 2 Joseph George and William Sheppard from Alum Rock 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:** $104,934.38 (describe rate agreement) George & Sheppard

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7425-0-	5815-00-1110-	1000	104,934.38		
	000000-	360	7390			

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

Scope of Work: ARUSD and Citizen Schools Additional Support for School Day

Overview

In order to address learning gaps due to COVID-19 related learning loss, Citizen Schools will provide additional support during the school day in partnership with ARUSD. The overarching goal is to re-engage students by providing intervention instructional learning time to support students' transition back to in-person learning. These additional hours will serve 6th, 7th, and 8th grade students from Joseph George and William Sheppard Middle Schools.

Scope of Work

Citizen Schools' staff will provide additional school-day support by providing instructional intervention groups, supervision of students during breaks, and facilitating school-wide activities helping in both academic and social-emotional learning.

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
    - Support student proficiency in ELA and Math

Program Site

1. Joseph George
2. William Sheppard

Fees

Spreadsheet attached

Timeline and Implementation

August 9th 2021: Staff training on program implementation
August 17th 2021 - June 10th 2022: School day and after school program start and end dates.

Annual cost for marking part time staff move to full time for the school year

Joseph George	mon 3 additional hours	tues 3 additional hours	wed 3 additional hours	thurs 3 additional hours	fri 3 additional hours	
staff #1	$89.69	$89.69	$89.69	$89.69	$89.69	
staff #2	$89.69	$89.69	$89.69	$89.69	$89.69	
staff #3	$89.69	$89.69	$89.69	$89.69	$89.69	
Personnel Daily Total	**$269.06**	**$269.06**	**$269.06**	**$269.06**	**$269.06**	$1,345.31

Weekly Personnel	$1,345.31
Total Personnel Cost for 39 weeks	**$52,467.19**

William Sheppard	mon 3 additional hours	tues 3 additional hours	wed 3 additional hours	thurs 3 additional hours	fri 3 additional hours
staff #1	$89.69	$89.69	$89.69	$89.69	$89.69
staff #2	$89.69	$89.69	$89.69	$89.69	$89.69
staff #3	$89.69	$89.69	$89.69	$89.69	$89.69
Personnel Daily Total	**$269.06**	**$269.06**	**$269.06**	**$269.06**	**$269.06**

Weekly Personnel	$1,345.31
Total Personnel Cost for 39 weeks	**$52,467.09**

TOTAL COST FOR BOTH SITES	**104,934.38**

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: July 6, 2021

Subject: **Maxim Healthcare Staffing**

Staff Analysis: This contract is for Behavior therapy and LVN services with Maxim Healthcare Staffing. Services will take place on days school is in session and during the summer program.
Behavior therapist services students at various sites with therapy identified needs per the students' IEP.
Daily medical assistance for students with medical needs. LVN is necessary due to Dr's orders.

Recommendation: Staff recommends that the Board approve the contract with Maxim Healthcare Staffing for the 2021-2022 school year. The cost for this contract is $172,325.

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

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

To the Board of Trustees:

Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education (School/Dept.) VENDOR NO. 16815

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: Maxim Healthcare Staffing Services, Inc.

   Address: 631 River Oaks Pkwy. City: San Jose State: Ca Zip: 95134

   Phone: (408) 914-4895 Email Address: _____

   SSN: _____ or Fed I.D. #: 52-1590951

   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:

   Daily medical assistance for students with medical needs. LVN is necessary due to Dr's orders. The BCBA acts as a clinical teacher who educates, observes, assesses and supervises the educational activities and service delivery of Behavior Technicians.

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:** $60.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $85.00/hr (describe rate agreement) BCBA

   _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
080	6546-0	5815-00	5750	107,525	1190-000000	380-6546
080	6500-0	5815-00	5001	64,800	3140-000000	380-1801

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

Doc ID: 20210630160213437

maxim
healthcare services

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

LVN – Scope of Practice

Essential Duties and Responsibilities

- Develops policies, procedures and work standards for school health program.
- Monitors compliance of school health program with federal, state and local laws, regulations and policies.
- Initiates program changes as needed.
- Manages program allotment efficiently.
- Prepares health reports for supervisor, board of education and health department.
- Collaborates with other child-support agencies in designing and providing a school health program.
- Negotiates professional and medical services essential to the school health program.
- Provides first aid care and medically prescribed services.
- Maintains security of school health supplies.
- Instructs students in health education according to the state curriculum (K-12).
- Serves as a resource person on health issues.\
- Provides staff development on health-related topics for school staff and volunteers.
- Screens and conducts health appraisals for students and staff.
- Provides follow-up evaluations on students as required.
- Recommends corrective action where problems are identified.
- Conducts home visits when appropriate.
- Corresponds with parents on health needs of children.
- Records immunizations, health findings, and other relevant health data.
- Considerable knowledge of medical disorders, treatments, and child growth and development.
- Working knowledge of public health problems and procedures for treatment in coordination with other health and social service agencies.

maxim
healthcare services

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

- Working knowledge of Federal, State, and Local laws and regulations affecting the delivery of school health services.
- Some knowledge of the school organization and the community served.
- Ability to identify abnormal growth and development and symptoms of disease.
- Ability to coordinate and facilitate services between the school, local health agency, and other community resources.
- Ability to develop and maintain health records on students and positive working relationships.
- Other Licensed Practical Nurses (LPN) duties as assigned

maxim
healthcare services

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

BCBA – Scope of Practice

Essential Duties and Responsibilities:

- Conducts functional behavior assessments and educational assessments, accurately identifying the function of challenging behavior and socially valid, pivotal behaviors to target
- Develops strong collaborative relationships and provides training to school staff to implement effective techniques across all environments, promoting progress and generalization
- Provides ongoing supervision and training of behavior technicians, paraprofessionals and related field staff ensuring treatment integrity and supporting professional growth
- Develops behavior goals and intervention techniques utilizing non-aversive behavior change methods
- Determines prevention, intervention and consequence strategies according to the needs and abilities of the individual. Collect, analyze and report data and other paperwork within the established time frames to ensure program validity and efficacy
- Performs other duties as assigned/necessary

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

8.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: July 7, 2021

Subject: **THINK Together, Inc.-Preschool Program**

Staff Analysis: THINK Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante Dual Language Academy I and Adelante Dual Language Academy II, which meets the development needs of the children it serves. The program will focus on the whole child but will have a strong focus on social emotional learning, literacy and Math. It will operate as a full-day/full-year program for 246 days, and offer a 7-hour program that will serve up to 48 children. All Enrolled children and families will engage in developmentally appropriate activities through a distance learning format.

Recommendation: Staff recommends the board approve the contract with THINK Together to provide the Alum Rock Union Elementary School District with a licensed preschool program for the 2021-2022 school year. Cost of the contract is $526,939.20, paid through the California State Preschool Program Grant.

Submitted by: Dr. Dianna Ballesteros Title: Director, Early Learning
Dr. Dianna J. Ballesteros

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

8.03
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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Early Learning (School/Dept.) VENDOR NO. 21410

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

   Name of Individual/Company: THINK Together, Inc

   Address: 2101 East Fourth Street, Suite 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 543-3807 ext.8659 Email Address: yecenia.cardenas@thinktogether.org

   SSN: _____ or Fed I.D. #: 33-0781751

   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:

   THINK Together in coordination with Alum Rock Union Elementary School District (ARUESD), will offer a comprehensive licensed preschool program at Adelante Dual Language Academy I and Adelante Dual Language Academy II, which meets the development needs of the children it serves. The program will focus on the whole child but will have a strong focus on social emotional learning, literacy and Math. It will operate as a full-day/full-year program for 246 days, and offer a 7-hour program that will serve up to 48 children.All Enrolled children and families will engage in developmentally appropriate activities through a distance learning format.

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:** $526,939.20 (describe rate agreement) not to exceed;THINK Together will invoice ARUESD monthly, from July 2021 to June 2022 at one-twelfth of the total fee per invoice.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
120-6105-	0-5815-00-0001-	1000-000000-281-	6100	$263,469.60	CSPP	
120-6105-	0-5815-00-0001-	1000-000000-286-	6100	$263,469.60	CSPP	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

DocuSign Envelope ID: AE905BD2-A97F-4D20-A793-971D3E4F3135

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

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between the Alum Rock Union Elementary School District (ARUESD) and THINK Together to provide California State Preschool Programs (CSPP) at two schools within the district.

SCOPE OF SERVICES

It is agreed that THINK Together will provide *preschool* services at Adelante Dual Language Academy and Adelante Dual Language Academy II. THINK Together in coordination with the ARUSD, will offer a comprehensive licensed preschool program, the Alum Rock School Readiness Program, which meets the developmental needs of the children it serves. The program will focus on the whole child but will have a strong focus on social emotional learning, literacy, and Math. The program will serve up to 48 children. The program will operate as a full-day/full-year program for 246 days and offer a 7-hour program. THINK Together will secure and maintain in forced such permits and licenses as are required by law in connection with the furnishing of services pursuant to this MOU.

PAYMENT

Per the CSPP grant application that was awarded, ARUESD will pay to THINK Together an annual fee not to exceed **$526,939.20** (FIVE HUNDRED TWENTY-SIX THOUSAND, NINE HUNDRED THIRTY-NINE DOLLARS AND TWENTY CENTS), to provide the services described above. THINK Together will invoice ARUESD in twelve equal monthly installments.

TERM

This Memorandum of Understanding shall become effective immediately when signed by both parties and remain in effect through June 30, 2022, renewable upon the agreement of both parties for the duration of the CSPP grant award.

TERMINATION

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

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

If at any time during the performance of this MOU the ARUESD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUESD shall have the right to terminate the performance of THINK Together's services hereunder by giving sixty (60) days written notification to THINK Together of its intention to terminate.

DocuSign Envelope ID: AE905BD2-A97F-4D20-A793-971D3E4F3135

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

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

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

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

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

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

NOTICES
Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: THINK Together, Inc.
2101 E. Fourth St, Suite B-200
Santa Ana, CA 92705

To: Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

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

DocuSign Envelope ID: AE905BD2-A97F-4D20-A793-971D3E4F3135

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

DocuSigned by:
Randy Barth
102A75AB4C4E45F...

Randy Barth
Founder & CEO
THINK Together, Inc.

7/15/2021
Date

Dr. Hilaria Bauer

Superintendent
Alum Rock Union Elementary School District

Date

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

8.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: July 21, 2021

Subject: Think Together TK/Kinder contract for 2021-2022

Staff Analysis: Think Together will provide TK/K Academy extended support in ELA and math at Meyer, Ryan, Lyndale, Adelante, Linda Vista, McCollam, Painter, Hubbard & Russo/McCollam for 4 hours per day/Monday-Friday. Vendor will provide onsite/virtual support & will work with ARUSD to determine hours of service.

Recommendation: Staff recommends the board approve the contract with the Think Together TK/Kinder for services for the 2021 – 2022 School Year. Cost of contract is $585,000.00.

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

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

To the Board of Trustees: Meeting: August 12, 2021

Recommended Approval

8.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.) VENDOR NO. 21410

PROGRAM MANAGER: Sandra Garcia

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

   Name of Individual/Company: Think Together TK/Kinder

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

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

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 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:

   Think Together will provide TK/K Academy extended support in ELA and math at Meyer, Ryan, Lyndale, Adelante, Linda Vista, McCollam, Painter, Hubbard & Russo/McEntee for 4 hours per day/Monday - Friday. Vendor will provide on site/virtual support & will work with ARUSD to determine hours of service.

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:** $585,000.00 (describe rate agreement) SJLearns = $97,500.00

   LCAP = $487,500.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-	0000-0-5815-	00-1110-1000-	000000-	360-5050	$487,500.00	
060	9010-0-5815-	00-1110-1000-	000000-	305-2109	$97,500.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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

PURPOSE

The Memorandum of Understanding (MOU) that follows is a formal agreement between the Alum Rock Union School District (ARUSD) and Think Together to provide expanded learning programs to Kindergarten students at selected schools within the ARUSD.

SCOPE OF SERVICES

It is agreed that Think Together will provide Kindergarten Academy services at each of the following elementary schools; Adelante Dual Language Academy I, Hubbard, Linda Vista, Lyndale, McCollam Meyer, Painter, Russo-McEntee and Ryan. Services shall as needed by the schools, either before late start classes or after early start classes. Programs shall be staffed by a total of 18 Program Leaders, providing a student to staff supervision ratio of not more than 20:1. Services shall be overseen by a Site Supervisor, who shall manage the Program Leaders. Programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English/Language Arts and Mathematics. Growth will be measured using assessments selected by ARUSD.

PAYMENT

ARUSD will pay to THINK Together a fee not to exceed **$585,000** (FIVE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS) to provide the services described above. Think Together will invoice ARUSD monthly, from August 2021, to May 2022, at one-tenth of the total fee per invoice.

TERM

This Memorandum of Understanding shall become effective immediately when signed by both parties and remain in effect through June 30, 2022.

TERMINATION

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

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

If at any time during the performance of this MOU the ARUSD determines, at its sole discretion, to suspend indefinitely or abandon the work under this MOU, the ARUSD shall have the right to terminate the performance of Think Together's services hereunder by giving sixty (60) days written notification to Think Together of its intention to terminate.

DocuSign Envelope ID: E91057A4-2CA5-48ED-909F-B1BC1CA14166

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

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

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

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

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

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

NOTICES
Any notice required to be given by the terms of this document shall be deemed to have been given when the same is personally delivered, or sent by first-class mail, postage prepaid, addressed to the respective parties as follows:

To: Think Together, Inc.
2101 E. Fourth St, Suite B-200
Santa Ana, CA 92705

To: Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

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

DocuSign Envelope ID: E9105A4-2CA5-48ED-909F-B1BC1CA14166

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

Hilaria Bauer, Ph.D

Superintendent
Alum Rock Union Elementary School District

Date

DocuSigned by:
Randy Barth
102A75AB4C4E45F...

Randy Barth
Founder & CEO
Think Together, Inc.

7/13/2021
Date

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

8.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: July 21, 2021

Subject: YMCA of Silicon Valley TK/K contract for 2021-2022

Staff Analysis: YMCA will offer TK/K Academy programs at eight (8) elementary school sites for TK/K students at Aptitud, Cassell, Chavez, Cureton, Dorsa, LUCHA, Adelante II & San Antonio. The programs offer ELA & Math support. Provider will deliver flexibility of services during 2021-2022 School Year.

Recommendation: Staff recommends the board approve the contract with YMCA-TK kinder for services in the 2021 – 2022 School Year. Cost of contract is $578,321.00.

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: Meeting: August 12, 2021

Recommended Approval

8.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: YMCA of Silicon Valley TK/Kinder

   Address: 80 Saratoga Avenue City: Santa Clara State: CA Zip: 95051

   Phone: (408) 713-6533 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:

   YMCA will offer TK/K Academy programs at eight (8) elementary school sites for TK/K students at Aptitud, Cassell, Chavez, Cureton, Dorsa, LUCHA, Adelante II & San Antonio. The programs offer ELA & Math support. Provider will deliver flexibility of services during 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)

   _____ 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:** $578,321.00 (describe rate agreement) not to exceed $578,321.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				578,321.00		
010-	0000-0-5815-	00-1110-1000-	000000-	360-5050		

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of this _____ day of _____, 2021 ("Effective Date"), between the YMCA of Silicon Valley ("CONTRACTOR"), a California non-profit 501(c)3 corporation located at 80 Saratoga Ave., Santa Clara, CA 95051 and Alum Rock School District ("Lead Education Agency or LEA"), a California non-profit public benefit corporation.

I. RECITALS

The YMCA of Silicon Valley ("CONTRACTOR") wishes, in accordance with the requirements of ASES, to operate Education, Enrichment and Recreation before and afterschool programs for TK and K ("Program") at schools in Alum Rock Union School District. A total of 14 classes (four hour programming).

LEA is authorized to enter into agreement on behalf of Alum Rock School District.

This MOU is for a maximum of $578,321.

LEA and Contractor (individually a "Party" and collectively the "Parties") agree to the following:

II. RESPONSIBILITIES:

LEA will:

1. Assist Contractor with the promotion of the Program, the identification of students for targeted enrollment and the engagement of principals at identified schools;

2. Provide student performance data results and other student data information including attendance and baseline data from previous year in a timely manner;

3. Provide facilities and all collateral expense (e.g. janitorial, utilities, space);

4. Recruit a teacher liaison for the Program at each Program site; and

5. Ensure on-line access and City Span access, at the school site

to enable the Site Coordinator to post attendance records daily.

6. Provide a nutritious daily snack/supper (meeting USDA guidelines). LEA currently uses the Federal Food Program to provide the snack/supper. LEA will be responsible for the full administration of the program including ordering the food, managing the food vendor contract, managing the service process, and submitting claims with the state.

Contractor will:

1. Operate and carry out the Program for **four hours** during all school days excluding school holidays; Hours will be set by school.

2. Provide a site coordinator, and any additional staff required to meet the State's 1:18 staff-to-participant ratio. Contractor shall submit a staffing plan (the "Plan") to LEA for all employees and volunteers at each program site as requested. The Plan shall include names, job titles, and hours scheduled to work;

3. Provide educational academic activities pursuant to the Program requirements;

4. Provide educational enrichment activities pursuant to the Program requirements;

5. Provide all registration materials in two (2) languages if required by LEA;

6. Provide attendance data to the LEA in a timely manner for the state student data report;

7. Sign in and sign out students, on a daily basis;

8. Create Program policies for the protection of students and staff as well as standard operating procedures:
   - Sign in and out procedures
   - Early release policies
   - Bathroom policies
   - Child Abuse Prevention
   - Transportation

9. Ensure that completed original copies of registration forms are on file at the Program site and copies are held at the administrative office;

10. Coordinate recruitment and retention of Program participants;

11. Recruit, screen and hire all staff in accordance with ASES and LEA requirements;

12. Prior to commencement of services, Contractor shall provide LEA with a letter certifying that Contractor has complied with the necessary clearances as specified by California Department of Education ("State") as requested. Contractor shall submit, in a form provided by the LEA, the names of all employees and volunteers assigned to work at each Program site;

13. Conduct evaluations of the Program at each site according to the State guidelines;

14. Attend meetings and select trainings provided by the Region V Afterschool and Healthy Start Partnership. In addition, site coordinators are required to meet with the principal, teachers, site council, and other school staff on a regular basis;

15. Coordinate with other programs at each Program site in order to avoid duplication of services;

16. Conduct monthly meetings with site coordinators and Program directors to provide necessary trainings, sharing of Program ideas, and reporting on best practices and;

17. Clean the classroom(s) and flooring before, during, and after student activities, especially during arts/crafts projects or the consumption of nutritional snacks.

III. TERM

The term of this MOU shall be from July 1, 2021 to June 30, 2022 ("Commencement Date").

IV. PAYMENT TERMS

The Contractor will submit a monthly invoice to the LEA on or about the 15th of the month following service. Payment will be issued to Contractor within 30 days after receipt of the monthly invoice. Contractor will submit the invoice with documented direct and indirect expenses. Maximum contract amount: $578,321.

V. 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.

VI. ASSIGNMENT AND TRANSFER

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

VII. 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.

VIII. 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.

IX. 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.

VIX. **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, 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.

X. 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.

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

YMCA of Silicon Valley	Alum Rock School District
Date: _____	Date: _____
_____	_____
Sandy B Walker President & CEO	Dr. Hilaria Bauer Superintendent of Schools

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

8.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Accountable Healthcare**

Staff Analysis: The proposed contract is for behavioral therapy services with Accountable Healthcare. Services will take place on days school is in session and during Extended School Year (ESY). MFT therapist services students at various sites with behavioral therapy identified needs as per the students' IEP.

Mental Health/Behavioral Support services with Accountable Healthcare Staffing. MFT will provide Mental Health services and behavior clinical support to special education students/programs per an Individual Educational Program (IEP).

Recommendation: Staff recommends the the Board approve the contract with Accountable Healthcare Staffing for the 2021-2022 school year. The cost of this contract is $116,200.

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

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

8.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DocuSign Envelope ID: 4B5906B4-1586-4ED4-94EB-A49FAD3A5346

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: Accountable Healthcare Staffing, Inc.

   Address: 999 Yamato Rd. #210 City: Boca Raton State: FL Zip: 33431

   Phone: (888) 853-0979 Email Address: schools@ahcstaff.com

   SSN: _____ or Fed I.D. #: 45-2469689

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

   Mental Health/Behavioral Support services with Accountable Healthcare Staffing.

   MFT will provide Mental Health services and behavior clinical support to special education students/programs per an Individual Educational Program (IEP).

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:** $ 83/hr 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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				116,200		

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

accountable
SCHOOL STAFFING

Scope of Work
Marriage Family Therapist-Christopher Tsang

Christopher Tsang is a licensed MFT and can perform the same duties as a district MFT employee within the normal scope of practice for a MFT outlined by the CDE. His bill rate is $83 per hour for the 2021-22 school year. Start date is 8/13/2021 and end date would be 6/10/2022 with an option of 20 days for summer school.

8.07

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 29, 2021

Subject: City of San Jose ASES contract for 2021-2022

Staff Analysis: City of San Jose Recreation & Neighborhood Services will deliver flexibility of services (remote or virtual) during 2021-2022 school year. Provider will render during/after school support for homework, assistance, science, technology, art/math enrichment nutrition and organized physical activities to Lyndale Elementary School.

Recommendation: Staff recommends approval of the contract with the City of San Jose for after school services for school years 2021-2022. Total cost of contract is $123,045.00.

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

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

To the Board of Trustees:

Meeting: August 12, 2021
Board Meeting

Recommended Approval

8.07
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

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: City of San Jose Recreation & Neighborhood Services

   Address: 200 E Santa Clara Street City: San Jose State: CA Zip: 95113

   Phone: (408) 535-3576 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

   City of San Jose Recreation & Neighborhood Services will deliver flexibility of services (remote or virtual) during 2021-2022 school year. Provider will render during/after school support for homework assistance, science, technology, art/math enrichment, nutrition and organized physical activities to Lyndale Elementary School.

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

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

   X b. **Other:** $123,045.00 (describe rate agreement) Lyndale Elementary School

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				123,045.00	ASES	
060-	6010-0	5815-00-1110-	1000-	000000-360-	1386	

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

CONTRACTOR PROGRAM responsibilities are as follows:

1. Staffing of the PROGRAM with a 1:20 staff/par1icipant ratio throughout the duration of the PROGRAM.
2. Hiring and supervision of a Site Coordinator and hiring of support staff.
3. Providing adequate PROGRAM supplies.
4. Attending all school on-site trainings and ARUESD After-School meetings as requested by the ARUESD.
5. Meeting with school staff for the purpose of coordinating the PRO.GRAM and connecting with school staff and parents. Frequency of said meetings shall be a minimum of one per week, or as determined by the Principal of each school site.
6. Maintaining an average daily PROGRAM attendance of eighty-five percent (85%) or higher, or the following COE targeted enrollment number at the school site:
7. Providing adequate training for staff and volunteers involved in the PROGRAM.
8. Providing written documentation to ARUESD that adequate fingerprinting, TB testing and background checks have been completed for all employees prior to working with ARUESD students.
9. Notifying ARUESD in writing thirty (30) days in advance of any field trips involving students in the PROGRAM.
10. Notifying ARUESD in writing thirty (30) days in advance of any fundraising activity involving students in the PROGRAM on school campus.
11. Notifying ARUESD immediately of any incidents where students, staff, or members of the public are injured or when police or paramedics are called to the school and providing ARUESD a written summary of such events within seventy-two (72) hours.

12. "Designated Premises" shall be defined as the areas allowed to the CONTRACTOR by ARUESD such as classrooms and playgrounds in which the CONTRACTOR conducts its programs. As such the CONTRACTOR shall maintain these designated premises in a good, safe, and clean condition in conformance with the rules and regulations as provided to the CONTRACTOR by ARUESD.
13. During the hours of use of these Designated Premises, the CONTRACTOR shall use all reasonable precaution to prevent waste or damage to the Designated Premises.
14. During the hours of use of these Designated Premises, the CONTRACTOR shall be responsible for vandalism or loss of property occurring as a result of the negligence in PROGRAM operation.

ARUESD PROGRAM responsibilities are as follows:

1. Providing a district liaison to work with Contractor, site supervisors, and other program staff in the implementation and management of the PROGRAM.
2. Providing desk space at the school site for the Site Coordinator, adequate storage space for PROGRAM supplies and materials, access to a phone, parking for staff and utilities to support the program.
3. Providing access at the school site to a multi-purpose room and restrooms throughout the duration of the PROGRAM.
4. Providing use of at least four (4) age-appropriate classrooms at the school site (actual number will vary depending on need) from the end of the school day until 6:00pm, Monday through Friday.
5. Providing use of outdoor facilities (blacktop, play structure, turf area) at the school site for the duration of the PROGRAM.
6. Compiling student attendance data, standardized test score results and/or grade for all PROGRAM participants as required by the State.

7. Assisting the CONTRACTOR in hiring of Site Coordinator for the school site.
8. Providing access to the school facility mentioned herein. This access will be granted to the Site Coordinator.
9. Providing daily nutritious snacks to the PROGRAM students.
10. Providing custodial services and custodial supplies to support the PROGRAM
11. Assisting in the hiring of an academic liaison to help support the alignment of the core curriculum to the after- school program.

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Citizen Schools**

Staff Analysis: Citizen Schools provided their school support model in the 2020-2021 school year at George, Renaissance at Fischer, Renaissance at Mathson and Sheppard middle schools. Citizen Schools provided during and after school support. All program costs were paid by the After School Education and Safety (ASES) grant.

Recommendation: Staff recommends the Board of Trustees approve the contract increase in the amount of $45,565.20 to pay for 2020/2021 outstanding invoices. Total cost of the contract will be $585,333.20

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

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. 216133 Contract Original Amount: $539,768.00

Vendor Name: Citizen Schools Vendor No. 21447

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
__X__ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Change org key/object code to: _____
_____ Change Vendor No. to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Change Order No.: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 539,768.00
Change Order #: 1	$ 45,565.20
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 585,333.20

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
1	060	6010	0	5815	00	1110	1000	000000	360	1386	45,565.20
			0		00			000000			

Reason for Adjustment: Board approved- June 11,2021-Contract#216133- Contract adjustment to inccrease in the amount of $45,565.20 to pay invoices for the 2020-2021 FY for Citizen Schools.

School/Dept.: State & Federal Requested by: Sandra Garcia

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

Sandra Garcia u.m Program Manager

_____ Purchasing Manager

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

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

10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **APPROVAL OF BOARD MEETING MINUTES FOR THE FOLLOWING DATE:**

- **June 24, 2021, Special Board Meeting**
- **June 24, 2021, Regular Board Meeting**
- **July 8, 2021, Regular Board Meeting**
- **July 22, 2021, Special Board Meeting**
- **July 29, 2021, Special Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: August 12, 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: _____

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, June 24, 2021, 4:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #22-20/21

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 4:00 p.m. followed by Roll Call.

Board Members Present:

Corina Herrera-Loera	President
Andrés Quintero	Vice-President
Ernesto Bejarano	Clerk
Linda Chavez	Member
Minh Pham	Member

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Tereasa Smith	Director, Human Resouces
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. Governance Team Training

2.01 Brown Act Training

Counsel Rogelio Ruiz gave a PowerPoint presentation regarding Brown Act Training.

3. Adjournment

3.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 5:03 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, June 24, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #20-20/21

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
Kolvira Chheng	Assistant Superintendent, Business Services
Tereasa Smith	Director, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

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

Member Minh Pham asked that item 5.01 be tabled indefinitely.

President Corina Herrera Herrera said she was emailed by Member Linda Chavez to add this item to the agenda.

2. Special Presentation

2.01 Racial Equity Committee Presentation.

Principal, Anna Nguyen gave a PowerPoint presentation regarding Racial Equity Committee.

Member Minh Pham thanked Anna Nguyen and Veronica Talton for all their work.

Clerk Ernesto Bejarano thanked Anna Nguyen for all her work.

Vice-President Andrés Quintero thanked Anna Nguyen for providing solid data and wished her the best of luck.

Member Linda Chavez thanked Anna Nguyen and wished her well.

President Corina Herrera-Loera commented that Anna Nguyen's presentation highlighted both the negative and the positives of the district.

Public Comments:

1) Dilza Gonzalez thanked Anna Nguyen for the presentation.

2.02 Recognition of Alum Rock Union School District Distinguished Alumni.

Vice-President Andrés Quintero presented plaques to Jolene Smith, Tito Calderon and Arturo Calderon.

Jolene Smith gave a summary of growing up in the community and attending Pala Middle School.

Arturo Calderon said he is appreciative of being able to provide tire service to the community.

2. Special Presentation *(continued)*

MOTION #01-21 by Vice-President Andrés Quintero to accept the recommendation from the Small Schools Committee for the distinguished alumni mentioned. MOTION #01-21 was seconded by Clerk Ernesto Bejarano.

Public Comments:

1) Dilza Gonzalez congratulated the recipients of the award.

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

3. Public Members Who Wish To Address The Board

3.01 Requests to Address the Board

There were no public members who wished to address the Board.

4. Comments and Communications

4.02 California School Employee's Association (CSEA)

CSEA President, Sharon Fontaine congratulated the distinguished alumni. She thanked Anna Nguyen for her presentation. She thanked Director, Tereasa Smith, Assistant Superintendent Chheng and Kristine McNatt, Carol Atamac, Melody Todd, and Tracy Loftin for being supportive during negotiations.

4.03 Alum Rock Educator's Association (AREA)

There was no one from AREA.

4.04 Alum Rock Administrator's Association (ARAA)

Principal, Dr. Ivan Montes thanked Anna Nguyen for her presentation. He said June is pride month. He said the CNS department has provided thirty thousand meals.

4.05 Superintendent

Superintendent Bauer said congratulated Anna Gonzalez, Dana Pulido, and Ana Gonzalez for being recognized by the Santa Clara County Board of Supervisors for exceptional service as School Linked Services Coordinator. She shared a video from Adelante Dual Immersion.

4. Comments and Communications *(continued)*

4.06 Board of Trustees/Communications/ Comments

Member Minh Pham thanked Jolene Smith and The Calderon Brothers. He wished Happy Father's Day to all the fathers.

Clerk Ernesto Bejarano congratulated Alum Rock's schooling services team. He thanked whoever filmed the video for Adlenate I.

Member Linda Chavez said she has taken the Brown Act Training twice already. She thanked Rehon &Roberts and Superintendent Bauer for having the Brown Act training.

President Corina Herrera-Loera said not everyone has been vaccinated in the community. She said there was a study done regarding the 5.2-degree Fahrenheit difference between the Rose Garden and East Side San Jose.

5. Superintendent/ Board Business

5.01 School Closures

Member Linda Chavez said there is low enrollment. She said district properties can be leased to make up for the loss of income. She said in the FCMAT report states there is a lack of an internal audit.

President Corina Herrera-Loera asked Member Linda Chavez to speak about the item on hand.

Member Minh Pham said that the Board has taken strong action on cutting down costs. He said he is in disagreement on school closures for unfounded reasons.

Vice-President Andrés Quintero said he is not interested in discussing closing schools. He said he does understand that the district needs to bring resources.

Clerk Ernesto Bejarano said he was unclear as to why the item was placed on the item. He said the Board needs to move to the next item on the agenda.

4. Comments and Communications

4.01 Teamsters

Shop Steward of Transportation, Dolores Quintero said she has attended the previous Board meeting and she will continue to attend. She said she is excited about the school reopening.

5. Superintendent/ Board Business

5.02 Approve Board Policy 5141.21, Administering Medication and Monitoring Health Conditions

MOTION #02-21 by Member Minh Pham to approve Action Item 5.02 as presented. MOTION #02-21 was seconded by Clerk Ernesto Bejarano.

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

5.03 Approve Renewal of Contract for Legal Services with Rehon & Roberts, APC.

MOTION #03-21 by Vice-President Andrés Quintero to approve Action Item 5.03 as presented. MOTION #03-21 was seconded by Member Minh Pham.

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

5.04 Approve process to select PR Marketing Firm.

Superintendent Bauer asked the Board to respectfully help with the district selecting a firm.

MOTION #04-21 by Member Linda Chavez to request to start the process. MOTION #04-21 was seconded by President Corina Herrera-Loera.

Clerk Ernesto Bejarano said he was like to propose an amendment to the motion on the floor. He asked that the Board use the process that was used in the past and that each Trustee will have questions relevant to the hiring of the PR firm. He said those that meet the qualifications will attend the Special Board meeting and will be asked questions by the Trustees. He said the Board will decide in public their decision.

Member Linda Chavez said she agrees with what Clerk Ernesto Bejarano mentioned.

AMENDED MOTION #05-21 by Member Linda Chavez to request to start the process. To use the process that was used in the past and that each Trustee will have questions relevant to the hiring of the PR firm. Those that meet the qualifications will attend the Special Board meeting and the Board will decide in public their decision. MOTION #05-21 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. Instructional Services

6.01 Approve the 2021-2024 Local Control Accountability Plan (LCAP), 2019-2021 LCAP Annual Update, and 2021-2022 Budget Overview for Parents.

MOTION #06-21 by Vice-President Andrés Quintero to approve Action Item 6.01 as presented. MOTION #06-21 was seconded by Member Linda Chavez.

Public Comment:

1) Dilza Gonzalez thanked Director, Sandra Garcia for having a presentation and answering parent's questions.

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 Progress of Local Performance Indicators.

Director, Barbara Campbell, gave a PowerPoint presentation regarding the Progress of Local Performance Indicators.

6.03 Approve the LCAP Federal Addendum.

MOTION #07-21 by Member Minh Pham to approve Action Item 6.03 as presented. MOTION #07-21 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

6.04 Local Control Accountability Plan (LCAP) 2021-2024: Aptitud Community Academy.

Superintendent Bauer said that item 6.04 needed to be brought separately to the agenda.

6.05 Approve Obsolete Materials: Pearson Scott Foresman (Elementary Social Studies).

6.06 Approve Obsolete Materials: Pearson Scott Foresman (Elementary Science).

6.07 Approve Obsolete Materials: Glencoe/McGraw-Hill (Middle School Science).

6. **Instructional Services** *(continued)*

MOTION #08-21 by Member Minh Pham to approve Action Items 6.05, 6.06, and 6.07 as presented. MOTION #08-21 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

7. **Business Services**

7.01 Adoption of the District's Proposed 2021-22 Budget.

MOTION #09-21 by Vice-President Andrés Quintero to approve Action Item 7.01 as presented. MOTION #09-21 was seconded by President Corina Herrera-Loera.

Public Comment:

1) Sandra Rivera said her comment is regarding the last item. She said the district has outdated social studies books.

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

7.02 Approve Education Protection Account (EPA) Spending Plan for 2020-2021.

MOTION #10-21 by Member Minh Pham to approve Action Item 7.02 as presented. MOTION #10-21 was seconded by Clerk Ernesto Bejarano.

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

7.03 Approve Mini Pitch Soccer Field Project at Renaissance Academy/Clyde Fischer School.

MOTION #11-21 by Vice-President Andrés Quintero to approve Action Item 7.03 as presented. MOTION #11-21 was seconded by Clerk Ernesto Bejarano.

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 *(continued)*

7.04 Approve Delegation of Authority to Approve Bids and Award.

MOTION #12-21 by Clerk Ernesto Bejarano to approve Action Item 7.04 as presented. MOTION #12-21 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

7.05 Approve Adoption of Piggybackable Contracts for Items such as Equipment, Materials, Supplies, and Services (non-construction services).

MOTION #13-21 by Member Minh Pham to approve Action Item 7.05 as presented. MOTION #13-21 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

7.06 Discuss and Approve the Date and Format to Interview Firms for Program Management (PM) Services.

MOTION #14-21 by Clerk Ernesto Bejarano to have this process be utilized identical process we identified early for our PR Firm. RFP that outlines the requirements needed by the district with their expertise those that meet the minimum qualification will be at the Board meeting. MOTION #14-21 was seconded by Member Linda Chavez.

AMENDED MOTION #15-21 by Clerk Ernesto Bejarano to have this process be utilized identical process we identified early for our PR Firm. RFP that outlines the requirements needed by the district with their expertise those that meet the minimum qualification will be at the Board meeting on July 22, 2021. MOTION #15-21 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

8. CONSENT/CONTRACTS OVER $100,000

There was a consensus from the Board to combine and take action on ***Agenda Items 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, and 8.08.***

- ***Agenda Item 8.01*** *Approve the Crystal Creamery Dairy Contract Extension for the 2021-2022 SY. This is Year 2 of a 3 Year Contract for RFP#2021-CNS03 for the Purchase of Juice, Dairy Products and Services. Submitted By: Child Nutrition Services, $520,000 dollars.*
- ***Agenda Item 8.02*** *Approve the Daylight Foods Produce Contract for the 2021-2022 SY. This is Year 2 of a 3 Year Contract for RFP#2021-CNS02 for the Purchase of Fresh Produce and Services. Submitted by: Child Nutrition Services, $420,000 dollars.*
- ***Agenda Item 8.03*** *Approve the Gold Star Foods Contract for the 2021-2022 SY. This is Year 2 of 3 Year Contract for RFP#2021-CNS01 for the Distribution of Commerical Food Products and Paper Supplies. Submitted by: Child Nutrition Services, $850,000 dollars.*
- ***Agenda Item 8.04*** *Approve the P&R Paper Supply Company for the 2021-2022 SY. This is Year 2 of a 3 Year Contract for RFP#2021-CNS01for the Distribution of Commerical Food Products and Paper Supplies. Submitted by: Child Nutrition Services, $270,000 dollars.*
- ***Agenda Item 8.05*** *Approve Year Four (4) of the SLIC Commodity Cooperative Participation Contract (RFP No. 2018-19-01) This Contract is for Commodity Management Services for the 2021-2022 SY. Submitted by: Child Nutrition Services, $1,450.000 dollars.*
- ***Agenda Item 8.06*** *Approve the Fullerton Joint Union High School District Piggyback Bid #1819-11 for the Purchase and Installation of Shade Structures through USA Shade Structures, Inc. dba USA Shade & Fabric Structures. Submitted by: MOT Department, $305,915.64 dollars.*
- ***Agenda Item 8.07*** *Approve the Devine Intervention Services Contract for 2021-2022 SY. This contract is for individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Submitted by: Special Education Department, $198,045 dollars.*
- ***Agenda Item 8.08*** *Approve the AchieveKids Contract for 2021-2022 SY. This contract is for individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Submitted by: Special Education Department, $181,176 dollars.*

MOTION #16-21 by Vice-President Andrés Quintero to approve Agenda Items 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, 8.07, and 8.08 as presented. MOTION #16-21 was seconded by Clerk Ernesto Bejarano.

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. Human Resources

9.01 Resignations

9.02 Approve the Revision of the Supervisory Salary Schedule.

MOTION #17-21 by Member Minh Pham to approve Action Item 9.02 as presented. MOTION #17-21 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

10. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 10.02,10.03,10.04, and 10.05.***

- ***Agenda Item 10.02*** *Approve Contracts for Professional Services-Firms/Organizations*
- ***Agenda Item 10.03*** *Approve the Santa Clara County Treasury Investment Portfolio Status.*
- ***Agenda Item 10.04*** *Approve Resolution No. 50-20/21 Inventory Disposal*
  Agenda Item 10.05 *Approve/Ratify Notices of Employment and Changes of Status/June 24, 2021/Human Resources Department.*

MOTION #18-21 by Member Minh Pham to approve Agenda Items 10.02,10.03,10.04, and 10.05. as presented. MOTION #18-21 was seconded by Vice-President Andrés Quintero.

Member Linda Chavez said she sent Senior Executive Assistant, Maribel Carrillo edits on item 10.01.

Vice-President Andrés Quintero said he would feel comfortable pulling item 10.01.

President Corina Herrera-Loera said item 10.01 will be pulled.

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. CONSENT CALENDAR *(continued)*

10.01 Approve Board Meeting Minutes for the following date: June 10, 2021, Regular Board Meeting.

MOTION #19-21 by Member Minh Pham to approve Action Item 10.01 as presented. MOTION #19-21 was seconded by Vice-President Andrés Quintero.

Member Linda Chavez mentioned the edits she requested.

President Corina Herrera-Loera said that Senior Executive Assistant, Maribel Carrillo is doing a great job doing the minutes.

Clerk Ernesto Bejarano said he will not be supporting Member Linda Chavez's edits she has requested on the meeting minutes.

Vice-President Andrés Quintero said he will not be supporting the edits for item 10.01.

Roll call vote: Ayes: Member Linda Chavez and President Corina Herrera-Loera. Noes: Vice-President Andrés Quintero, Clerk Ernesto Bejarano and Member Minh Pham
Vote: 2/3; Motion Fails

MOTION #20-21 by Vice-President Andrés Quintero to approve Action Item 10.01 as presented. MOTION #20-21 was seconded by Clerk Ernesto Bejarano.

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

11. Closed Session

11.01 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.

12. RECONVENE TO OPEN SESSION

12.01 Report of Action Taken in Closed Session.

The Board reconvened to Open Session at 10:05 p.m. President Corina Herrera-Loera welcomed everyone and said there was a quorum.

Superintendent Bauer reported the following actions that took place in closed session.

Item 10.08 Joseph Manluco was approved to become the next Principal at Painter Elementary.

Item 10.09 Imee Almazan was approved to become the Social Emotional Learning Director.

13. Future Board Agenda Requests

13.01 Future Board Agenda Requests

There was none

14. ADJOURNMENT

14.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 10:06 p.m.

Respectfully submitted,

_____

Ernesto Bejarano, Board Clerk
mc

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, July 8, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #01-21/22

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
Kolvira Chheng	Assistant Superintendent, Business Services
Tereasa Smith	Director, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

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

Superintendent Bauer asked that item 4.7 be tabled. She said she did not receive the data from the state.

Clerk Ernesto Bejarano asked if the item could stay on the agenda.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comments:

1) Karen Martinez said she was a former Trustee. She said she has tried to make a payment to the district for the money she owes and it has been returned to her.

3. Comments and Communications

3.01 Alum Rock Administrator's Association (ARAA)

Principal, Kasturi Basu wished everyone a good evening.

3.02 Teamsters

There was no one from Teamsters.

3.03 California School Employee's Association (CSEA)

CSEA President, Sharon Fontaine congratulated Dr. Imee Almazan for her new position. She said CSEA finalized their contract. She wished everyone a good evening.

3.04 Alum Rock Educator's Association (AREA)

AREA President, Jocelyn Merz said she hopes everyone is enjoying their summer.

3. Comments and Communications *(continued)*

3.05 Superintendent

Superintendent Bauer said she wanted parents to know that school will be starting in person on August 17, 2021.

3.06 Board of Trustees/Communications/ Comments

Member Minh Pham said he was excited for the students to return in person to school on August 17, 2021. He said he had the pleasure of visiting Lyndale Elementary.

Clerk Ernesto Bejarano said there have been eighteen Board Meetings in the past seven months. He said it is important for students to be in a classroom. He said the district did not have any cases of COVID during the reopening of the schools.

Vice-President Andrés Quintero said he visited Lyndale and he wanted to congratulate Principal Basu. He said he was excited for the kids to return to the classroom.

Member Linda Chavez thanked all Alum Rock Staff and teachers for all their work.

President Corina Herrera-Loera thanked all the staff. She said there have been zero cases of COVID since the reopening. She said she feels it is important for kids to start school early. She said that the government looks at test scores of 3rd graders to determine how many prisons will need to be built.

4. Superintendent/ Board Business

4.01 Approve CSBA Membership Dues, Period from July 1, 2021 through June 30, 2022, $14,280.00. Dues not processed before September 15, 2021 will result in a disruption of services.

MOTION #01-01 by Member Minh Pham to approve Action Item 4.01 as presented. MOTION #01-01 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

4.02 Approve CSBA Educational Legal Alliance (ELA) Membership Dues, Period from July 1, 2021 through June 30, 2022, $3,570.00. Dues not processed before September 15, 2021 will result in a disruption of services.

4. Superintendent/ Board Business *(continued)*

MOTION #02-01 by Vice-President Andrés Quintero to approve Action Item 4.02 as presented. MOTION #02-01 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

> **4.03 Approve CSBA Gamut Policy Plus Service, Period from July 1, 2021 through June 30, 2022, $3,485.00. Services must be renewed by September 15, 2021 to keep uninterrupted access to service.**

MOTION #03-01 by Vice-President Andrés Quintero to approve Action Item 4.03 as presented. MOTION #03-01 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

> **4.04 Approve CSBA GAMUT Online, Period from July 1, 2021 through June 30, 2022, $3,445.00. Services must be renewed by September 15, 2021 to keep uninterrupted access to service.**

MOTION #04-01 by Member Linda Chavez to approve Action Item 4.04 as presented. MOTION #04-01 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

> **4.05 Approve Out of State Travel, 2021 National Superintendent Forum, San Antonio, TX, September 18-21, 2021, for Dr. Bauer. Cost $1,000.00**

MOTION #05-01 by Member Linda Chavez to approve Action Item 4.05 as presented. MOTION #05-01 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

4. Superintendent/ Board Business *(continued)*

4.06 Approve the District Governance Handbook.

MOTION #06-01 by Member Linda Chavez to approve Action Item 4.05 as presented. MOTION #06-01 was seconded by Vice-President Andrés Quintero.

Clerk Ernesto Bejarano said there were many grammatical errors on the Governance Handbook.

Counsel Rogelio Ruiz said if it is just the grammatical corrections that need to be corrected and it could be approved. He said the for the goals section the Governance Handbook would need to be brought back to the Board.

Clerk Ernesto Bejarano said there is nothing that needs to be approved. He said this item will come back to the Board in October 2021.

AMENDED MOTION #07-01 by Member Linda Chavez to approve the 1st version with acknowledgment errors will be sent and corrected. We will approve the entire document including goals to be finalized in October 2021. MOTION #07-01 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

4.07 Discussion and/or Action to Reduce Board Members' Compensation per Education Code s35120.

Superintendent Bauer asked that the Board table item 4.07 until she receives the data she requested from the state.

Counsel Rogelio Ruiz said under the education code the Board member compensation benchmarks average attendance. He said that for funding purposing the state is allowing school districts to pull ADA from the 2018/2019 school year.

MOTION #08-01 by Member Minh Pham to direct general counsel and administration to find that information report back to the Board when it is received. MOTION #08-01 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

5. Instructional Services

5.01 Approve Quarterly Report on Williams Uniform Complaints.

MOTION #09-01 by Member Linda Chavez to approve Action Item 5.01 as presented. MOTION #09-01 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

5.02 Approve School Plan for Student Achievement (SPSA) 2021-2022 (School plans are available in the Board Library for review).

MOTION #10-01 by Member Linda Chavez to approve Action Item 5.02 as presented. MOTION #10-01 was seconded by Clerk Ernesto Bejarano.

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

5.03 Approve Adoption of Early Literacy Support Block Grant, Literacy Action Plan.

MOTION #11-01 by Vice-President Andrés Quintero to approve Action Item 5.03 as presented. MOTION #11-01 was seconded by Member Linda Chavez.

Public Comment:

1) Principal, Rebecca Jensen at Aptitud Community Academy thanked the Board for approving this item. She said it was an amazing opportunity for the school to participate in this program.

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

5.04 Approve California State Preschool Program (CSPP) Contract CSPP-1550.

MOTION #12-01 by Member Minh Pham to approve Action Item 5.04 as presented. MOTION #12-01 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

5. Instructional Services *(continued)*

5.05 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility- Adelante I.

5.06 Approve THINK Together Designation of California State Preschool Program (CSPP) Facility Responsibility Adelante II.

MOTION #13-01 by Vice-President Andrés Quintero to approve Action Items 5.05 & 5.06 as presented. MOTION #13-01 was seconded by Member Minh Pham.

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

5.07 Approve ARUESD 2021-22 Instructional Calendar.

MOTION #14-01 by Member Minh Pham to approve Action Item 5.07 as presented. MOTION #14-01 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

5.08 Approve Start and End Times for the School Year 2021-22.

MOTION #15-01 by Vice-President Andrés Quintero to approve Action Item 5.08 as presented. MOTION #15-01 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

6. Human Resources

6.01 Resignations

6.02 Ratify Payments to Teamsters Child Nutrition Services Workers for Meal Transportation.

MOTION #16-01 by Vice-President Andrés Quintero to approve Action Item 6.02 as presented. MOTION #16-01 was seconded by Member Linda Chavez.

6. Human Resources *(continued)*

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

6.03 Approve the Revision of the Confidential Salary Schedule.

MOTION #17-01 by Vice-President Andrés Quintero to approve Action Item 6.03 as presented. MOTION #17-01 was seconded by Member Minh Pham.

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

7. CONSENT/CONTRACTS OVER $100,000

There was a consensus from the Board to combine and take action on ***Agenda Items 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, and 7.08.***

- ***Agenda Item 7.01*** *Approve the Sunbelt Staffing Contract for the 2021-2022 SY. This contract is for Occupational, Speech and Mental Health Services. Submitted by: Special Education Department, $394,120 dollars.*
- ***Agenda Item 7.02*** *Approve Citizens Schools ASES Contract for the 2021-2022 SY. This contract is to provide after school support services. Submitted by: State & Federal Department, $339,319 dollars.*
- ***Agenda Item 7.03*** *Approve the Think Together ASES Contract for the 2021-2022 SY. This contract is to provide after school services.Submitted by: State & Federal Department, $860,231 dollars.*
- ***Agenda Item 7.04*** *Approve the YMCA of Silicon Valley East Valley Branch ASES Contract for the 2021-2022 SY. This contract is for after school services. Submitted by: State & Federal Department, $254,381 dollars.*
- ***Agenda Item 7.05*** *Approve the Image Learning Contract for the 2021-2022 SY. This contract is for TK-Grade 2 Language and Literacy Licenses and Professional Development Services. Submitted by: Academic Services,$267,000 dollars.*
- ***Agenda Item 7.06*** *Approve the South County Support Services Agency Piggyback Bid Contract #1819-SC11-01 for the purchase of eight (8) school buses. Submitted by: Transportation, $627,217.88 dollars.*
- ***Agenda Item 7.07*** *Approve the City Year San Jose ASES Contract for SY 2021-2024. This is a three year contract for after school services that will provide a comprehensive program including homework support and enrichment activities for students at various sites. Submitted by: State & Federal Programs, $4,452,453 (cost per year, $1,484,151) dollars.*

7. CONSENT/CONTRACTS OVER $100,000 *(continued)*

- ***Agenda Item 7.08*** *Approve the City Year San Jose Contract for SY 2021-2024. This is a three year contract for school day services that includes providing English Language Arts and Math support during the regular school day for targeted students. Submitted by: State & Federal Programs, $1,147,500 (cost per year, $382,500) dollars.*

MOTION #18-01 by Vice-President Andrés Quintero to approve Agenda Items 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 7.07, and 7.08 as presented. MOTION #18-01 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

8. Contract Extensions over $100,000

8.01 Approve the Contract Extension for the 2020-2021 SY with Maxim Healthcare Staffing for Behavior Therapy Services. Submitted by: Special Education, $33,000 dollars.

MOTION #19-01 by Member Linda Chavez to approve Action Item 8.01 as presented. MOTION #19-01 was seconded by Clerk Ernesto Bejarano.

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 9.01,9.02, and 9.03.***

- ***Agenda Item 9.01*** *Approve Contracts for Progessional Services-Firms/Organizations.*
- ***Agenda Item 9.02*** *Approve Resolution No. 01-21/22 Inventory Disposal.*
- ***Agenda Item 9.03*** *Approve/Ratify Notices of Employment and Changes of Status/July 8, 2021/Human Resouces Department.*

MOTION #20-01 by Member Minh Pham to approve Agenda Items 9.01,9.02, and 9.03. as presented. MOTION #20-01 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

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 8:30 p.m. President Corina Herrera-Loera welcomed everyone and said there was a quorum.

Superintendent Bauer reported the following actions that took place in closed session.

Item 10.08 Board supported the appointment of Sabrina Lott for Human Resources Confidential Administrative Assistant.

12. Future Board Agenda Requests

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 8:31 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, July 22, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #3-21/22

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 5:31 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
Tereasa Smith	Director, Human Resouces
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office
Jess Serna	Moderator

1. OPEN SESSION *(continued)*

1.01 Call to Order / Roll Call / Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

2. Superintendent/Board Business

2.01 Discussion/Approval of Process for Interviewing and Selection of Program Management firm.

Moderator Jess Serna explained the process for Interviewing and Selecting the Program Management firm. He explained that the Board needs to decide if there is a tie on how they would like to proceed.

MOTION #01-03 by Member Minh Pham to approve Action Item 4.01 as presented. MOTION #01-03 was seconded by Vice-President Andrés Quintero.

Vice-President Andrés Quintero said he feels comfortable moving forward with the process. He said he would like to hear all the firms and at the end of hearing everyone polling them at that time.

AMENDED MOTION #02-03 by Member Minh Pham to wait until the end to poll the firms. MOTION #02-03 was seconded by Vice-President Andrés Quintero.

Public Comment:

1) Alison Cingoloni said statements of qualifications by the firms have no content as to how they interact with the Bond Oversight Committee.

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

Moderator Jess Serna said there were two options should there be a tie. 1) Rescore the top two finalists 2) reinterview the top two firms with additional questions.

MOTION #03-03 by Member Minh Pham to the Board use the alternate questions for the tiebreaker. MOTION #03-03 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

2. Superintendent/Board Business *(continued)*

2.02 Interviews of Potential Firms and Selection of Desired Firm.

The Board placed the names of the firms in an envelope. Each Board member was able to draw a name from the envelope. The following is the order the firms will present to the Board.

1) **Jenkins/Gales/Martinez**
2) **Kitchell**
3) **Cumming**
4) **TriGroup**

Jenkins/Gales/Martinez had a presentation for the Board and answered questions asked by the Board.

Kitchell gave a presentation and answered questions the Board asked.

Cumming presented and answered questions the Board asked.

TriGroup presented and answered questions the Board asked.

The Board submitted the scoring for the firms. The final scores are as follows:

Tri Group	**157**
Jenkins/Gales & Martinez	**165**
Kitchell	**167**
Cumming	**168**

MOTION #04-03 by Clerk Ernesto Bejarano to have the staff move forward with the top points score as our firm that we contact with pending any final binding necessary by the staff.

Vice-President Andrés Quintero asked if the maker of the motion can say the names of the firms with the top scores.

AMENDED MOTION #05-03 by Clerk Ernesto Bejarano to have the staff move forward with the top points score getter is Cumming, Kitchell, Jenkins/Gales & Martinez, and Tri Group that we contact with pending any final binding necessary by the staff. MOTION #05-03 was seconded by Vice-President Andrés Quintero.

2. Superintendent/Board Business *(continued)*

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

3. Adjournment

3.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 9:23 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, July 29, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #4-21/22

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 5:30 p.m. followed by Roll Call.

Board Members Present:

Corina Herrera-Loera	President	
Andrés Quintero	Vice-President	
Ernesto Bejarano	Clerk	*(Absent)*
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
Tereasa Smith	Director, Human Resouces
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. Instructional Services

2.01 Public Hearing on Proposed Amendments to Board Policy 6158- Independent Studies Program (Education Code section 51747 and 5 CCR selection 11701).

President Corina Herrera-Loera opened the public hearing at 5:37 pm.

Public Comments:

1) Brenda Zendejas said the state is requiring the school districts to have independent studies.

2) Jessica Loviti said there should be separate teachers for independent studies.

3) Adriane Vane said she is a teacher at Joseph George. She said she is concerned for the teachers and the grading. She asked the district to negotiate.

4) Sandra Rivera said having specific teachers to teach independent studies would be best for students.

5) Dilza Gonzalez said she agrees with what the teachers are stating. She said there are a lot of worried parents.

6) Veronica said it is frustrating not knowing what is happening with returning to school.

President Corina Herrera-Loera closed the public hearing at 5:50 pm.

2. **Instructional Services** *(continued)*

2.02 Waive Second-Reading requirement (per Board Bylaw 9310) and Approve Amended Board Policy 6158-Independent Study. Assembly Bill 130 signed by Gov. Newsom into law on July 9, 2021, imposes new independent studies options and requirements on public school districts. AB 130 requires that the Governing Board adopt policies implementing the new statutory requirements. Per Board Policy 9310, Board Policies are typically reviewed and adopted through a two-reading process. Board Bylaw 9310 also provides, however, that "[t]he Board may waive the second reading or may require and additional reading is necessary. "Because of the need to adopt the policy changes immediately, in advance of the new school year, and to inform the parents of the independent studies options and requirements right away, the Board is requested to waive the second-reading requirement per Bylaw 9310 and to approve Amended Board Policy 6158 as presented.

MOTION #01-04 by Member Minh Pham to approve Action Item 2.02 as presented for purposes of discussion. MOTION #01-04 was seconded by Vice-President Andrés Quintero.

Public Comment:

1) Brenda Zendejas asked if Alum Rock has ever offered independent studies.

Vice-President Andrés Quintero said Governor Newsom developed this policy and the Board needs to move forward.

Member Minh Pham said the policy is mandated by the state.

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

AMENDED MOTION #02-04 by Member Minh Pham to waive the 2nd reading on Item 2.02 as presented. MOTION #02-04 was seconded by Vice-President Andrés Quintero.

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

2. Instructional Services *(continued)*

2.03 Waive Second-Reading requirement (per Board Bylaw 9310) and Approve Amended Board Policy 5123- Promotion/Acceleration/Retention Assembly Bill 104 signed by Gov. Newsom into law on July 1, 2021, imposes new options for parents and requirements on public school districts relating to retention of students in their last grade level, including notifications to parents of their rights and opportunities under the new law. Per Board Policy 9310, Board Policies are typically reviewed and adopted through a two-reading process. Board Bylaw 9310 also provides, however, that "[t]he Board may waive the second reading or may require an additional reading if necessary. " Because of the need to adopt the policy changes immediately, in advance of the new school year, and to inform the parents of the options they may wish to consider for their students, the Board is requested to waive the second-reading requirement per Bylaw 9310 and to approve Amended Board Policy 5123 as presented.

MOTION #03-04 by Member Minh Pham to waive the 2nd reading on Action Item 2.02 as presented for purposes of discussion. MOTION #03-04 was seconded by Vice-President Andrés Quintero.

Superintendent Bauer said there was a typo on Assembly Bill it says 101 should be 104.

Public Comments:

1) Brenda Zendejas said the last school year was stressful for students.

2) Jessica Loviti said she has a lot of questions.

3) Dilza Gonzalez said she does not understand the last sentence of the policy.

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

3. Adjournment

3.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 6:21 p.m.

Respectfully submitted,

_____

President Corina Herrera-Loera
Board President

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: August 2, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated August 12, 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: August 12, 2021
Regular Board Meeting

Recommend Approval

10.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
August 12, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
The Blackbaud Giving Fund	Materials & Supplies	$ 40.00	Dorsa Elementary
World's Finest Chocolates	Materials & Supplies	$ 180.00	Dorsa Elementary
First Book Marketplace	Materials & Supplies	$ 4,000.00 (books)	L.U.C.H.A.
L.U.C.H.A. Parent Leader Group (PLG)	Materials & Supplies	$ 5,790.00 (Bookworm Vending Machine Options A, B, C)	L.U.C.H.A.
Verizon Innovative Learning Schools	Materials & Supplies	$ 500.00	Sheppard Middle
Verizon Innovative Learning Schools	Materials & Supplies	$ 1,185.00	Sheppard Middle

A.J. DORSA
ELEMENTARY SCHOOL

1290 Bal Harbor Drive, San Jose, CA 95122 Phone: (408) 928-7400 Fax: (408) 928-7401

BUSINESS OFFICE
2021 JUN -4 P 12:39

June 3, 2021

ARUESD Board Members
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

On behalf of the Dorsa Elementary School community, I would like to petition your approval to accept the following donation in the amount of: $40.00

These donations will be used to pay for school supplies.

Thank you in advance for supporting our school by accepting this donation.

Respectfully Yours,

Viviana Garcia
Principal,
Dorsa Elementary School

VCG/jmm

A.J. DORSA
ELEMENTARY SCHOOL

1290 Bal Harbor Way, San Jose, CA 95122 Phone: (408) 928-7400 Fax: (408) 928-7401

June 8, 2021

BUSINESS OFFICE
RECEIVED
2021 JUN 11 P 3:43

ARUSD Board Members
2930 Gay Ave.
San Jose, CA 95127

Dear Board Members:

On Behalf of the Dorsa Elementary School Community, I would like to petition your approval to accept the following donation in the amount of $180.00.

This donation will be used to pay for school supplies.

Thank you in advance for supporting our school by accepting this donation.

Respectfully Yours,

Viviana Garcia,
Principal,
Dorsa Elementary School

VCG/jmm

L.U.C.H.A.

Learning in an Urban Community with High Achievement

1711 East San Antonio St. San José, CA 95116 Phone: (408) 928-8300 Fax: (408) 928-8301

Alum Rock Union Elementary School District
Board of Trustees
2930 Gay Avenue
San Jose, CA 95127
(408) 928-6800

July 7, 2021

Dear Members of the Board of Trustees:

I am writing to ask your acceptance of a matching grant from First Book. Upon making a purchase order of $4,000 to purchase books for our LUCHA families for our monthly family nights hosted during the 2020-2021 school year, First Book offered to match our purchase order with a gift of $4,000 to purchase additional books for our LUCHA leaders.

This money will be used to purchase books that we provided to our students for summer reading as well as books to stock a book vending machine that our LUCHA Parent Leader Group would like to donate to our school (see other donation letter).

Your support by accepting this donation would be greatly appreciated. Thank you in advance for your support.

Sincerely,

Kristin Burt

Kristin Burt
Principal of L.U.C.H.A.

L.U.C.H.A. is empowered students, united with invested parents and families, a relentless staff, and the greater community, building social, academic, and personal success while developing into conscientious leaders.

L.U.C.H.A.

Learning in an Urban Community with High Achievement

1711 East San Antonio St. San José, CA 95116 Phone: (408) 928-8300 Fax: (408) 928-8301

Alum Rock Union Elementary School District
Board of Trustees
2930 Gay Avenue
San Jose, CA 95127
(408) 928-6800

July 7, 2021

Dear Members of the Board of Trustees:

I am writing to ask your acceptance of a generous donation to LUCHA Elementary School from our LUCHA Parent Leader Group (PLG).

Our PLG would like to gift our LUCHA leaders with a Bookworm Vending Machine to support our school's focus on building today's readers, tomorrow's leaders.

The Bookworm Vending Machine would be housed in our LUCHA cafeteria and would be used to incentivize students to read. Students could earn the golden inchy tokens by meeting academic and behavioral goals and use them to select a free book from the vending machine.

The vending machine would be stocked with books purchased from our Scholastic Bookfair Sales and/or donations from other sources (see donation letter for grant from First Book).

Your support by accepting this donation would be greatly appreciated. Thank you in advance for your support.

Sincerely,

Kristin Burt

Kristin Burt
Principal of L.U.C.H.A.

L.U.C.H.A. is empowered students, united with invested parents and families, a relentless staff, and the greater community, building social, academic, and personal success while developing into conscientious leaders.

June 4, 2021

To Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano. Principal

Re: Donations to Sheppard Middle School

Please accept the following donations to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Tech Donations	$ 500.00

Please deposit into donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110

Thank you in advance for your approval.

Jacqueline Montejano

VERIZON INNOVATIVE LEARNING SCHOOLS

SHEPPARD MIDDLE SCHOOL
SMS
TROJAN PRIDE
Advancing Learning Through PBL & Tech Integration

NewTech Network

June 4, 2021

To Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jacqueline Montejano. Principal

Re: Donations to Sheppard Middle School

Please accept the following donations to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

Tech Donations	$1,185.00

Please deposit into donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110

Thank you in advance for your approval.

Jacqueline Montejano

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated August 12, 2021.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

10.03
Agenda Placement

Meeting: August 12, 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
August 12, 2021

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
San Antonio Elementary	Chocolate Sales	PTA	10/01/21-11/30/21
San Antonio Elementary	Basket Sales	PTA	11/01/21-11/30/21
San Antonio Elementary	Winter Festival Sales	PTA	12/01/21-12/31/21
San Antonio Elementary	Valentine Grams' Sales	PTA	02/01/22-02/28/22
San Antonio Elementary	Walk-a-Thon Sales	PTA	03/01/22-03/31/22
San Antonio Elementary	Smencils/Smillows Sales	PTA	09/01/21-06/30/22
San Antonio Elementary	Photo Sales	PTA	09/01/21-06/30/22
San Antonio Elementary	Spirit Shirts' Sales	PTA	09/01/21-06/30/22
San Antonio Elementary	Movie Night Sales	PTA	09/01/21-06/30/22
Adelante Academy	Jamba Juice Sales	PTA	08/17/21-06/01/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:06

FUNDRAISING EVENT APPROVAL FORM 2021-2022

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June 4, 2021

Description of Event: Type Chocolate sale Vendor WFC (Karen Berghamp)

Purpose for Event: To raise $ for Science Camp

If selling food what are the items: Chocolates Brand and package size: World Finest.

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: Oct / Nov Time of Event: Before & After school

Contact Person: Lupe Cruz off campus only

Location of Proposed Activity: off campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 3 years.

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

~~Student Council~~ Approval Date: Elizabeth Murillo (Middle Schools must attach minutes)
PTA President

~~Student Council~~ Representative: _____ June 4, 2021
Signature Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: _____ M.N Date: 7/29/21

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE RECEIVED

FUNDRAISING EVENT APPROVAL FORM 2021-2022

2021 JUN 28 P 2:07

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: 6-4-2021

Description of Event: Type Basket Sales Vendor _____

Purpose for Event: Collect basket items by grade level & silent auction to adults

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA) PTO, Other): _____

Proposed Date(s) of Event: Nov. 2021 Time of Event: Before & after school

Contact Person: Lupe Cruz

Location of Proposed Activity: campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 7 years

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

~~Student Council~~ Approval Date: Elizabeth Murillo (Middle Schools must attach minutes)

~~Student Council Representative~~ PTA President: _____ 6/4/21
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: Maria Newton Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:07

FUNDRAISING EVENT APPROVAL FORM 2021-2022

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June, 4, 2021

Description of Event: Type Winter festival Vendor N/A

Purpose for Event: Sell Snacks during class performances

If selling food what are the items: Nachos, Capri sun, Brand and package size: Costco & Little Caesars.
Juices, Pizzas, water, Cookies, nachos.

Explain how food is handled/stored prior to or day of event: Every item is pre-Packaged & Pizzas are made to order.

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: December Time of Event: 3 Hrs evening 5:30pm

Contact Person: Lupe Cruz

Location of Proposed Activity: School Campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 20 years

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: Elizabeth Morillo (Middle Schools must attach minutes)
~~Student Council Representative:~~ PTA President June 4, 2021.
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: _____ M.N Date: 7/29/21

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:06

2021 - 2022

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June 4, 2021

Description of Event: Type Valentine Grams Vendor N/A

Purpose for Event: Celebrate Friendship Day

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: February Time of Event: Before & After School

Contact Person: Lupe Cruz

Location of Proposed Activity: School Campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 20 years

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

~~Student Council~~ Approval Date: Elizabeth Morillo (Middle Schools must attach minutes)
PTA President.

~~Student Council Representative~~: _____ June 4, 2021
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: Maria Nuño Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

2021-2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:07

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June 4, 2021

Description of Event: Type Walk-A-Thon Vendor N/A

Purpose for Event: raise money for school activities

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: March 2022 Time of Event: morning

Contact Person: Lupe Cruz

Location of Proposed Activity: campus

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 11 yrs

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: Elizabeth Murillo (Middle Schools must attach minutes)

~~Student Council Representative~~ PTA President _____ 6/4/2021
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: Maria Nuñez Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:06

FUNDRAISING EVENT APPROVAL FORM

2021-2022

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June 4, 2021

Description of Event: Type Smencils & Smillows Vendor Amazon

Purpose for Event: 5th grade Science Camp

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event:

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: throughout yr prior to camp Time of Event: before & after school

Contact Person: Lupe Cruz

Location of Proposed Activity: campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 4 yrs.

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

~~Student Council~~ Approval Date: Elizabeth Morillo (Middle Schools must attach minutes)

~~Student Council Representative:~~ PTA President June 4, 2021
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: Maria Nieto Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:06

FUNDRAISING EVENT APPROVAL FORM 2021-2022

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June 4, 2021

Description of Event: Type Photos during events Vendor N/A

Purpose for Event: memory of event

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: throughout yr. Time of Event: before/after school

Contact Person: Lupe Cruz

Location of Proposed Activity: on campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 20 yrs.

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

Student Council Approval Date: Elizabeth Morillo (Middle Schools must attach minutes)
~~Student Council Representative~~ PTA President 6/4/21
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: Mario Nieto Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED

2021 JUN 28 P 2:06

FUNDRAISING EVENT APPROVAL FORM

2021-2022

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June 4, 2021

Description of Event: Type Spirit Shirts Vendor _____

Purpose for Event: sell shirts w/ school logo/uniform

If selling food what are the items: N/A Brand and package size: N/A

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: throughout year Time of Event: before & after school

Contact Person: Lupe Cruz

Location of Proposed Activity: campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 20 yrs.

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ Signature _____ Date

~~Student Council~~ Approval Date: Elizabeth Murillo (Middle Schools must attach minutes)

~~Student Council Representative:~~ PTA President _____ June 4, 2021 Date

Principal Approval: _____ Signature June 4, 2021 Date

Reviewed by Business Services: Maria Newt Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 JUN 28 P 2:06

FUNDRAISING EVENT APPROVAL FORM

2021-2022

Fundraiser #: _____ (From Financial Plan)

School Name: San Antonio Date: June, 4, 2021

Description of Event: Type Movie night Vendor N/A

Purpose for Event: Sell snacks during movie

If selling food what are the items: Pizza, nachos, Brand and package size: Costco & Little Caesars
Juice (Capri sun) water, Popcorn,

Explain how food is handled/stored prior to or day of event: Everything is pre-packaged & Pizzas are made to order.

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: Throughout Year Time of Event: After school 5:30pm

Contact Person: Lupe Cruz

Location of Proposed Activity: On Campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 20 years

Use of Facilities thru Facilitron is required for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☐

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ _____
Signature Date

~~Student Council~~ Approval Date: Elizabeth Murillo (Middle Schools must attach minutes)
PTA President
~~Student Council Representative:~~ _____ June, 04, 2021
Date

Principal Approval: _____ June 4, 2021
Signature Date

Reviewed by Business Services: _____ M.N Date: 7/29/21

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: _____
  Approved _____ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: ADELANTE DUAL LANGUAGE ACADEMY Date: 05/01/2021

Description of Event: Type JAMBA JUICE CARDS Vendor JAMBA JUICE

Purpose for Event: RAISE MONEY FOR SCIENCE CAMP, 8TH GRADE PROMOTION, KINDER PROMOTION, SPORTS PROGRAM, YEARBOOK

If selling food what are the items: _____ Brand and package size: _____

Explain how food is handled/stored prior to or day of event: _____

Event Sponsor (please check one) ASB: _____ Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: ~~8/1/21~~ - 6/1/22 → 8/17/2021 - 6/1/2022 Time of Event: _____

Contact Person: TERESA GONZALEZ

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☑ Held previously (years): _____

Use of Facilities thru Facilitron <u>is required</u> for all events outside the normal school hours.

Is the Use of Facilities Reservation thru Facilitron completed? Yes ☐ No ☐ N/A ☑

Has Revenue Potential form been prepared? (For ASB Only - Form must be included) Yes ☐ No ☐

Other Background information (Is proposed fundraising event on current ASB budget?) Yes ☐ No ☐

ASB Advisor: _____ Signature 6/25/21 Date

Student Council Approval Date: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature _____ Date

Principal Approval: Maria Martinez Signature 6/25/21 Date

Reviewed by Business Services: _____ Date: 7/23/2021

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,

  CNS _____ Date: _____

  Approved _____ Denied _____

- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

10.04

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: August 2, 2021

Subject: **Vendor & Payroll Warrants JUNE**

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

Total of vendor warrants	$	4,354,552.54
Total of payroll warrants	$	4,740,351.71
Total	**$**	**9,094,904.25**

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

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

10.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

June 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,515,552.72
120	Child Development Fund	$43,911.60
130	Cafeteria Fund	$227,112.07
140	Deferred Maintenance Fund	$7,691.20
210	Building Fund	$24,217.47
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	$1,526,769.40
	Subtotal	**$4,345,254.46**
088	Student Body Fund	$9,298.08
	Total Vendor Warrants	**$4,354,552.54**

	PAYROLL WARRANTS	
	10th of the month	$392,743.96
	EOM Payroll	$1,670,291.80
	AREA EOM	$2,662,952.01
	Manual Checks	$14,363.94
	Void Checks	$0.00
	Total Payroll Warrants	**$4,740,351.71**
	Grand Total All Warrants	**$9,094,904.25**

	From	To
AP Warrants used #	4007960	- 4008441
Payroll Direct Deposit Pay Stub used #	4721922	- 4723453
Payroll Checks used #	4402012	- 4402124

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
4IMPRINT INC.	6/30/2021	4008344	010	$	3,686.39
	6/4/2021	4008034	010	$	4,083.73
			060	$	3,455.94
	6/11/2021	4008067	010	$	21.87
4IMPRINT INC. Total				**$**	**11,247.93**
ACE EMPOWER ACADEMY	6/11/2021	4008056	010	$	36,531.00
ACE EMPOWER ACADEMY Total				**$**	**36,531.00**
ACHIEVE KIDS	6/22/2021	4008244	080	$	13,658.00
ACHIEVE KIDS Total				**$**	**13,658.00**
ACROSS THE BRIDGE FOUNDATION	6/11/2021	4008125	010	$	52,670.85
ACROSS THE BRIDGE FOUNDATION Total				**$**	**52,670.85**
ADAMS, ELISE M.	6/29/2021	4008332	010	$	50.17
ADAMS, ELISE M. Total				**$**	**50.17**
ADRIANA BELLINI	6/11/2021	4008099	060	$	28.38
ADRIANA BELLINI Total				**$**	**28.38**
AIR FILTER/CONTROL	6/4/2021	4007982	050	$	239.04
	6/11/2021	4008109	060	$	434.59
	6/22/2021	4008245	050	$	1,958.93
AIR FILTER/CONTROL Total				**$**	**2,632.56**
AIRGAS, INC.	6/18/2021	4008185	050	$	45.08
AIRGAS, INC. Total				**$**	**45.08**
ALBAELENA MARIA DIAZ TAMAYO	6/22/2021	4008228	130	$	294.65
ALBAELENA MARIA DIAZ TAMAYO Total				**$**	**294.65**
ALETTE M. C. BROOKS	6/30/2021	4008345	080	$	1,187.50
ALETTE M. C. BROOKS Total				**$**	**1,187.50**
ALLIANCE FOR YOUTH ACHIEVEMENT	6/29/2021	4008320	010	$	30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$**	**30.00**
ALLIED REFRIGERATION INC.	6/4/2021	4007983	050	$	280.16
ALLIED REFRIGERATION INC. Total				**$**	**280.16**
ALPHA BLANCA ALVARADO(ALPHA1)	6/11/2021	4008057	010	$	45,789.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$**	**45,789.00**
ALPHA JOSE HERNANDEZ (ALPHA	6/11/2021	4008058	010	$	49,646.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$**	**49,646.00**
ALUM ROCK #305	6/29/2021	4008321	010	$	476.00
ALUM ROCK #305 Total				**$**	**476.00**
ALUM ROCK ADMINISTRATORS ASSOC	6/29/2021	4008322	010	$	515.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$**	**515.00**
ALUM ROCK UNION ELEMENTARY SD	6/25/2021	4008277	088	$	500.00
ALUM ROCK UNION ELEMENTARY SD Total				**$**	**500.00**
AMALIA ALVAREZ-CARRILLO	6/22/2021	4008229	088	$	64.32
AMALIA ALVAREZ-CARRILLO Total				**$**	**64.32**
AMAZON WEB SERVICES INC.	6/30/2021	4008380	010	$	709.86
AMAZON WEB SERVICES INC. Total				**$**	**709.86**
AMAZON.COM LLC	6/4/2021	4008000	060	$	2,276.14
	6/11/2021	4008086	010	$	1,085.04
		4008126	060	$	1,220.36
AMAZON.COM LLC Total				**$**	**4,581.54**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
AMERICAN FIDELITY ASSURANCE	6/16/2021	4008146	010	$	6,100.00
	6/29/2021	4008323	010	$	3,065.00
AMERICAN FIDELITY ASSURANCE Total				**$**	**9,165.00**
AMERICAN FIDELITY ASSURANCE CO	6/16/2021	4008147	010	$	16,773.12
	6/29/2021	4008324	010	$	14,482.02
AMERICAN FIDELITY ASSURANCE CO Total				**$**	**31,255.14**
ANDRE BOUDIN BAKERIES	6/30/2021	4008381	060	$	544.85
	6/4/2021	4008001	060	$	543.01
ANDRE BOUDIN BAKERIES Total				**$**	**1,087.86**
ANGELINA GONZALES	6/11/2021	4008100	060	$	14.46
ANGELINA GONZALES Total				**$**	**14.46**
APPLE INC.	6/25/2021	4008278	060	$	1,653.29
APPLE INC. Total				**$**	**1,653.29**
ARACELI VILLASENOR	6/22/2021	4008230	130	$	53.76
ARACELI VILLASENOR Total				**$**	**53.76**
ARAMARK UNIFORM SERVICES	6/18/2021	4008211	130	$	1,494.01
ARAMARK UNIFORM SERVICES Total				**$**	**1,494.01**
ASBY SPORTS	6/25/2021	4008258	010	$	7,690.89
ASBY SPORTS Total				**$**	**7,690.89**
ASSOCIATION OF CALIFORNIA	6/29/2021	4008325	010	$	3,214.55
ASSOCIATION OF CALIFORNIA Total				**$**	**3,214.55**
ASSOCIATION OF TWO-WAY & DUAL	6/24/2021	4008256	060	$	375.00
ASSOCIATION OF TWO-WAY & DUAL Total				**$**	**375.00**
AT&T	6/30/2021	4008382	010	$	426.03
	6/18/2021	4008209	010	$	2,720.33
	6/25/2021	4008279	010	$	863.05
AT&T Total				**$**	**4,009.41**
A-Z BUS SALES INC	6/7/2021	4008044	010	$	490.39
	6/11/2021	4008085	010	$	348.97
A-Z BUS SALES INC Total				**$**	**839.36**
BALCO HOLDINGS INC	6/30/2021	4008410	010	$	130,053.38
		4008422	010	$	4,915.90
		4008427	010	$	1,959.48
BALCO HOLDINGS INC Total				**$**	**136,928.76**
BALLOONATICS INC.	6/30/2021	4008346	010	$	247.86
	6/11/2021	4008068	088	$	245.00
BALLOONATICS INC. Total				**$**	**492.86**
BARBARA CAMPBELL	6/30/2021	4008361	010	$	142.18
BARBARA CAMPBELL Total				**$**	**142.18**
BARNES AND NOBLE	6/11/2021	4008069	060	$	342.07
BARNES AND NOBLE Total				**$**	**342.07**
BARTOLO AND LUZ AVALOS	6/22/2021	4008231	010	$	206.18
BARTOLO AND LUZ AVALOS Total				**$**	**206.18**
BATTERY SYSTEMS INC	6/4/2021	4007984	050	$	49.16
BATTERY SYSTEMS INC Total				**$**	**49.16**
BAY AREA FLOOR MACHINE	6/30/2021	4008411	010	$	260.86
BAY AREA FLOOR MACHINE Total				**$**	**260.86**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
BAY AREA TUTORING ASSOCIATION	6/11/2021	4008070	060	$ 12,628.85
BAY AREA TUTORING ASSOCIATION Total				**$ 12,628.85**
BAY AREA WOMEN'S SPORTS	6/18/2021	4008168	010	$ 2,500.00
BAY AREA WOMEN'S SPORTS Total				**$ 2,500.00**
BERNAL, STEPHANIE	6/11/2021	4008101	060	$ 250.75
BERNAL, STEPHANIE Total				**$ 250.75**
BLICK ART MATERIALS LLC	6/4/2021	4008035	010	$ 10.38
	6/25/2021	4008259	010	$ 52.25
BLICK ART MATERIALS LLC Total				**$ 62.63**
BRAINPOP LLC.	6/25/2021	4008280	060	$ 1,995.00
BRAINPOP LLC. Total				**$ 1,995.00**
BRIDGE WIRELESS INC	6/4/2021	4008002	010	$ 310.98
BRIDGE WIRELESS INC Total				**$ 310.98**
CALIFORNIA - NEVADA SECTION	6/3/2021	4007969	050	$ 305.00
CALIFORNIA - NEVADA SECTION Total				**$ 305.00**
CAL-STEAM INC.	6/30/2021	4008412	050	$ 294.71
	6/4/2021	4007985	050	$ 540.94
CAL-STEAM INC. Total				**$ 835.65**
CANON FINANCIAL SERVICES INC.	6/30/2021	4008347	060	$ 139.84
		4008383	010	$ 71.01
		4008409	010	$ 9,600.37
			060	$ 2,810.02
			050	$ 737.43
			080	$ 340.85
			130	$ 175.89
	6/4/2021	4008003	010	$ 71.01
	6/24/2021	4008257	010	$ 75.39
CANON FINANCIAL SERVICES INC. Total				**$ 14,021.81**
CASTILLO, ALICIA	6/30/2021	4008362	010	$ 31.88
CASTILLO, ALICIA Total				**$ 31.88**
CAT FINANCIAL CAT CARD	6/7/2021	4008045	010	$ 64.15
CAT FINANCIAL CAT CARD Total				**$ 64.15**
CECILIA VELEZ JAMISON	6/22/2021	4008232	130	$ 49.28
CECILIA VELEZ JAMISON Total				**$ 49.28**
CELLCO PARTNERSHIP	6/22/2021	4008254	010	$ 4,672.64
CELLCO PARTNERSHIP Total				**$ 4,672.64**
CENGAGE LEARNING INC	6/4/2021	4008004	060	$ 5,181.76
		4008036	060	$ 6,950.44
CENGAGE LEARNING INC Total				**$ 12,132.20**
CHAVEZ, LORENA	6/18/2021	4008192	088	$ 32.00
CHAVEZ, LORENA Total				**$ 32.00**
CHRISTIAN CARLSON AMBLER	6/30/2021	4008390	080	$ 5,000.00
CHRISTIAN CARLSON AMBLER Total				**$ 5,000.00**
CHRISTINE GARCIA-COGLIANDRO	6/22/2021	4008233	130	$ 56.56
CHRISTINE GARCIA-COGLIANDRO Total				**$ 56.56**
CINTAS CORPORATION	6/30/2021	4008334	010	$ 451.53
			050	$ 112.98

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
CINTAS CORPORATION	6/30/2021	4008413	010	$	422.62
			050	$	104.22
	6/4/2021	4007986	010	$	422.62
			050	$	88.52
	6/11/2021	4008087	010	$	422.62
			050	$	111.51
		4008110	010	$	422.62
			050	$	86.77
	6/18/2021	4008186	010	$	422.62
	6/25/2021	4008297	050	$	140.10
CINTAS CORPORATION Total				**$**	**3,208.73**
CITY OF SAN JOSE	6/4/2021	4008005	060	$	16,007.99
CITY OF SAN JOSE Total				**$**	**16,007.99**
COAST DESIGNS	6/4/2021	4008006	088	$	1,311.40
COAST DESIGNS Total				**$**	**1,311.40**
CORWIN PRESS INC.	6/1/2021	4007960	060	$	548.26
CORWIN PRESS INC. Total				**$**	**548.26**
COUNTY BUILDING MATERIALS INC.	6/30/2021	4008335	050	$	740.23
COUNTY BUILDING MATERIALS INC. Total				**$**	**740.23**
CRICK SOFTWARE INC.	6/30/2021	4008391	080	$	331.55
CRICK SOFTWARE INC. Total				**$**	**331.55**
CROWE LLP	6/18/2021	4008169	010	$	11,500.00
			210	$	5,000.00
CROWE LLP Total				**$**	**16,500.00**
CROWN CASTLE INTERNATIONAL	6/18/2021	4008170	010	$	4,625.53
CROWN CASTLE INTERNATIONAL Total				**$**	**4,625.53**
CSEA VICTORY CLUB	6/29/2021	4008326	010	$	44.00
CSEA VICTORY CLUB Total				**$**	**44.00**
CUEVAS, SOFIA ARIAS	6/4/2021	4008019	010	$	18.94
CUEVAS, SOFIA ARIAS Total				**$**	**18.94**
DAISY MADRIGAL	6/30/2021	4008363	060	$	284.27
DAISY MADRIGAL Total				**$**	**284.27**
DANELLE FINNEN	6/30/2021	4008392	010	$	325.32
DANELLE FINNEN Total				**$**	**325.32**
DANIEL SANCHEZ	6/30/2021	4008348	060	$	3,800.00
		4008428	060	$	1,400.00
	6/4/2021	4008007	060	$	2,200.00
	6/11/2021	4008071	060	$	2,800.00
DANIEL SANCHEZ Total				**$**	**10,200.00**
DAYLIGHT FOODS INC	6/18/2021	4008213	130	$	20,781.63
DAYLIGHT FOODS INC Total				**$**	**20,781.63**
DELL MARKETING L.P.	6/28/2021	4008315	060	$	13,438.62
	6/4/2021	4008037	010	$	5,241.07
			060	$	72,702.96
	6/25/2021	4008260	060	$	8,600.72
DELL MARKETING L.P. Total				**$**	**99,983.37**
DELTA DENTAL	6/11/2021	4008141	670	$	910.08

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
DELTA DENTAL Total				**$ 910.08**
DIAZ, AZUCENA	6/18/2021	4008193	088	$ 20.00
DIAZ, AZUCENA Total				**$ 20.00**
DIAZ, LAURA	6/18/2021	4008194	088	$ 20.00
DIAZ, LAURA Total				**$ 20.00**
DOOR DASH INC	6/22/2021	4008246	060	$ 10,794.88
DOOR DASH INC Total				**$ 10,794.88**
EARLYCHILDHOOD LLC	6/11/2021	4008088	060	$ 177.38
EARLYCHILDHOOD LLC Total				**$ 177.38**
EDGES ELECTRICAL GROUP LLC	6/11/2021	4008111	050	$ 232.50
	6/18/2021	4008152	050	$ 4,247.20
EDGES ELECTRICAL GROUP LLC Total				**$ 4,479.70**
EINSTEIN NOAH RESTAURANT	6/11/2021	4008127	010	$ 117.72
	6/18/2021	4008171	010	$ 187.50
EINSTEIN NOAH RESTAURANT Total				**$ 305.22**
ENCORE DATA PRODUCT INC.	6/30/2021	4008423	010	$ 2,399.18
ENCORE DATA PRODUCT INC. Total				**$ 2,399.18**
ENTOURAGE IMAGING INC.	6/30/2021	4008349	088	$ 111.81
ENTOURAGE IMAGING INC. Total				**$ 111.81**
ENVIRONMENTAL SYSTEMS INC	6/30/2021	4008336	050	$ 4,995.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 4,995.00**
ESCOBEDO, MARISOL	6/18/2021	4008195	088	$ 20.00
ESCOBEDO, MARISOL Total				**$ 20.00**
ESTHER B. CLARK SCHOOL AT	6/30/2021	4008350	080	$ 9,507.88
	6/4/2021	4008008	080	$ 8,761.88
ESTHER B. CLARK SCHOOL AT Total				**$ 18,269.76**
EVELYN LOPEZ	6/25/2021	4008287	088	$ 102.70
EVELYN LOPEZ Total				**$ 102.70**
FATIMA SY	6/18/2021	4008196	010	$ 52.13
FATIMA SY Total				**$ 52.13**
FEDERAL EXPRESS	6/30/2021	4008393	010	$ 24.56
	6/11/2021	4008128	010	$ 29.10
	6/18/2021	4008172	010	$ 85.27
FEDERAL EXPRESS Total				**$ 138.93**
FIRST BOOK	6/1/2021	4007961	060	$ 1,915.67
	6/4/2021	4008009	060	$ 7,518.13
	6/11/2021	4008072	060	$ 1,178.82
FIRST BOOK Total				**$ 10,612.62**
FOLEY & SONS INC	6/11/2021	4008129	010	$ 83.51
			060	$ 29.76
	6/25/2021	4008281	060	$ 4.22
FOLEY & SONS INC Total				**$ 117.49**
FOLLETT SCHOOL SOLUTIONS INC.	6/4/2021	4008010	060	$ 720.97
	6/7/2021	4008046	010	$ 85.23
FOLLETT SCHOOL SOLUTIONS INC. Total				**$ 806.20**
FOSTER DAIRY FARMS	6/18/2021	4008214	130	$ 30,776.75
FOSTER DAIRY FARMS Total				**$ 30,776.75**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
FROG ENV. INC	6/30/2021	4008432	010	$	574.00
FROG ENV. INC Total				**$**	**574.00**
GARCIA, MARIBEL	6/18/2021	4008197	088	$	20.00
GARCIA, MARIBEL Total				**$**	**20.00**
GARDA CL WEST	6/25/2021	4008295	130	$	140.18
GARDA CL WEST Total				**$**	**140.18**
GARDENLAND CENTER INC.	6/4/2021	4007987	050	$	301.91
	6/25/2021	4008261	050	$	659.48
GARDENLAND CENTER INC. Total				**$**	**961.39**
GEORGE WILLIAM KLEIDON	6/30/2021	4008369	060	$	60.00
	6/4/2021	4008020	088	$	223.77
GEORGE WILLIAM KLEIDON Total				**$**	**283.77**
GLORIA ELENA SERMENO	6/11/2021	4008130	010	$	1,746.10
			088	$	60.09
GLORIA ELENA SERMENO Total				**$**	**1,806.19**
GOLD STAR FOODS	6/18/2021	4008215	130	$	163,418.53
GOLD STAR FOODS Total				**$**	**163,418.53**
GOMEZ, RIGOBERTO	6/30/2021	4008394	060	$	78.13
GOMEZ, RIGOBERTO Total				**$**	**78.13**
GONZALEZ, JESSICA	6/18/2021	4008198	088	$	20.00
GONZALEZ, JESSICA Total				**$**	**20.00**
GRADUATION SOLUTIONS LLC	6/30/2021	4008384	088	$	3,793.51
	6/11/2021	4008073	088	$	808.01
GRADUATION SOLUTIONS LLC Total				**$**	**4,601.52**
GREENFIELD LEARNING INC.	6/18/2021	4008173	010	$	1,438.80
			060	$	16,546.20
GREENFIELD LEARNING INC. Total				**$**	**17,985.00**
GREGOIRE, NICOLE	6/18/2021	4008199	010	$	22.71
GREGOIRE, NICOLE Total				**$**	**22.71**
GUITAR CENTER STORES INC.	6/11/2021	4008074	010	$	37.12
GUITAR CENTER STORES INC. Total				**$**	**37.12**
HELLATEES INC.	6/10/2021	4008051	010	$	912.24
HELLATEES INC. Total				**$**	**912.24**
HERNANDEZ, NEREYDA	6/18/2021	4008200	088	$	20.00
HERNANDEZ, NEREYDA Total				**$**	**20.00**
HOME DEPOT U.S.A. INC.	6/30/2021	4008337	050	$	1,121.59
		4008414	010	$	464.53
	6/4/2021	4007988	050	$	3,114.11
		4007989	010	$	1,915.69
	6/11/2021	4008112	050	$	1,703.65
		4008113	010	$	370.21
	6/18/2021	4008153	010	$	173.71
			050	$	510.18
		4008187	050	$	6,663.34
	6/25/2021	4008298	010	$	2,311.23
HOME DEPOT U.S.A. INC. Total				**$**	**18,348.24**
HORIZON DISTRIBUTORS INC	6/30/2021	4008338	050	$	278.25

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
HORIZON DISTRIBUTORS INC	6/18/2021	4008154	050	$	1,017.44
	6/25/2021	4008262	050	$	498.14
HORIZON DISTRIBUTORS INC Total				**$**	**1,793.83**
ICONIX WATERWORKS (US) INC.	6/11/2021	4008114	050	$	455.79
ICONIX WATERWORKS (US) INC. Total				**$**	**455.79**
IDN INC	6/30/2021	4008415	050	$	58.21
	6/4/2021	4007990	050	$	46.33
IDN INC Total				**$**	**104.54**
INTERNATIONAL ASSOCIATION FOR	6/30/2021	4008385	060	$	250.00
	6/11/2021	4008089	060	$	500.00
INTERNATIONAL ASSOCIATION FOR Total				**$**	**750.00**
IRMA GUERRA MARTINEZ	6/22/2021	4008234	130	$	22.40
IRMA GUERRA MARTINEZ Total				**$**	**22.40**
IT MANAGEMENT CORPORATION	6/30/2021	4008429	010	$	9,527.81
	6/4/2021	4008038	010	$	4,601.48
IT MANAGEMENT CORPORATION Total				**$**	**14,129.29**
ITSAVVY LLC	6/30/2021	4008430	010	$	29.16
	6/4/2021	4008011	010	$	366.28
	6/11/2021	4008075	010	$	-
			060	$	762.89
	6/18/2021	4008174	010	$	988.23
	6/25/2021	4008263	010	$	281.34
		4008299	010	$	189.69
ITSAVVY LLC Total				**$**	**2,617.59**
J.B. TROPHIES	6/11/2021	4008076	010	$	531.54
	6/25/2021	4008313	010	$	618.79
J.B. TROPHIES Total				**$**	**1,150.33**
JACQUELINE MONTEJANO	6/30/2021	4008370	010	$	349.25
JACQUELINE MONTEJANO Total				**$**	**349.25**
JESS FERNANDEZ	6/4/2021	4007991	050	$	3,050.00
JESS FERNANDEZ Total				**$**	**3,050.00**
JESSE M SERNA	6/30/2021	4008424	010	$	7,039.75
JESSE M SERNA Total				**$**	**7,039.75**
JOHN F. FONT PHD & ASSOCIATES	6/11/2021	4008131	080	$	10,330.00
JOHN F. FONT PHD & ASSOCIATES Total				**$**	**10,330.00**
JONATHAN ALEXANDER ALMERIDO	6/30/2021	4008371	010	$	185.51
JONATHAN ALEXANDER ALMERIDO Total				**$**	**185.51**
JONATHAN NATIVIDAD	6/30/2021	4008372	010	$	54.18
JONATHAN NATIVIDAD Total				**$**	**54.18**
JONES SCHOOL SUPPLY CO. INC.	6/1/2021	4007962	010	$	15.08
	6/4/2021	4008012	010	$	444.02
JONES SCHOOL SUPPLY CO. INC. Total				**$**	**459.10**
JOSE VALDES MATH FOUNDATION	6/11/2021	4008077	060	$	42,750.00
JOSE VALDES MATH FOUNDATION Total				**$**	**42,750.00**
JOSEPH MATTHEW MANLUCO	6/4/2021	4008021	010	$	132.95
JOSEPH MATTHEW MANLUCO Total				**$**	**132.95**
JULIO CESAR VILLALOBOS	6/30/2021	4008373	060	$	21.84

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JULIO CESAR VILLALOBOS Total				**$ 21.84**
KAISER	6/11/2021	4008142	670	$ 200,086.35
	6/18/2021	4008223	670	$ 261.00
KAISER Total				**$ 200,347.35**
KAREN LEONG MCDONNAL	6/22/2021	4008235	060	$ 218.12
KAREN LEONG MCDONNAL Total				**$ 218.12**
KASTURI BASU	6/30/2021	4008374	060	$ 39.28
	6/25/2021	4008288	060	$ 199.31
KASTURI BASU Total				**$ 238.59**
KATARAINA RANGIMARIA CARRASCO	6/29/2021	4008333	010	$ 33.34
KATARAINA RANGIMARIA CARRASCO Total				**$ 33.34**
KEENAN & ASSOCIATES	6/11/2021	4008143	670	$ 116,589.00
KEENAN & ASSOCIATES Total				**$ 116,589.00**
KEENAN FINANCIAL SERVICES	6/18/2021	4008224	670	$ 116,589.00
KEENAN FINANCIAL SERVICES Total				**$ 116,589.00**
KELLY-MOORE PAINT COMPANY INC.	6/25/2021	4008264	050	$ 99.36
KELLY-MOORE PAINT COMPANY INC. Total				**$ 99.36**
KHAI Q. TRAN	6/11/2021	4008090	050	$ 15,280.00
	6/18/2021	4008155	050	$ 34,135.00
KHAI Q. TRAN Total				**$ 49,415.00**
KIMOCHIS	6/30/2021	4008352	060	$ 4,843.00
KIMOCHIS Total				**$ 4,843.00**
KIPP HEARTWOOD ACADEMY	6/30/2021	4008439	010	$ 1,059.18
	6/11/2021	4008059	010	$ 63,353.00
KIPP HEARTWOOD ACADEMY Total				**$ 64,412.18**
KIPP PRIZE PREPARATORY ACADEMY	6/30/2021	4008440	010	$ 1,945.11
	6/11/2021	4008060	010	$ 63,184.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 65,129.11**
K-LOG INC.	6/30/2021	4008351	010	$ 3,656.29
		4008395	010	$ 1,656.49
K-LOG INC. Total				**$ 5,312.78**
KRISTIN ANN BURT	6/30/2021	4008375	010	$ 216.73
	6/4/2021	4008022	010	$ 159.75
KRISTIN ANN BURT Total				**$ 376.48**
KRISTINE MCNATT	6/25/2021	4008289	010	$ 18.67
KRISTINE MCNATT Total				**$ 18.67**
LAKESHORE EQUIPMENT COMPANY	6/30/2021	4008353	010	$ 153.56
		4008425	010	$ 461.80
			060	$ 197.62
	6/4/2021	4007977	010	$ 188.41
			060	$ 1,146.18
	6/11/2021	4008078	010	$ 396.76
		4008132	010	$ 195.07
	6/18/2021	4008157	010	$ 944.42
	6/25/2021	4008265	010	$ 152.95
LAKESHORE EQUIPMENT COMPANY Total				**$ 3,836.77**
LANGUAGE PEOPLE INC	6/4/2021	4007971	010	$ 2,182.32

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LANGUAGE PEOPLE INC	6/4/2021	4007978	010	$ 2,840.00
LANGUAGE PEOPLE INC Total				**$ 5,022.32**
LATOYA FERNADEZ	6/1/2021	4007963	060	$ 300.00
LATOYA FERNADEZ Total				**$ 300.00**
LDP INC	6/18/2021	4008158	060	$ 2,057.64
LDP INC Total				**$ 2,057.64**
LE BOULANGER INC.	6/30/2021	4008354	010	$ 178.11
LE BOULANGER INC. Total				**$ 178.11**
LEANNE KATHLEEN DEPEW	6/22/2021	4008236	080	$ 65.82
LEANNE KATHLEEN DEPEW Total				**$ 65.82**
LITTLE HEROES INC.	6/11/2021	4008079	060	$ 27,500.00
		4008133	010	$ 1,750.00
			060	$ 5,750.00
	6/18/2021	4008159	060	$ 5,000.00
	6/22/2021	4008247	010	$ 2,500.00
			060	$ 2,500.00
	6/25/2021	4008282	060	$ 15,000.00
LITTLE HEROES INC. Total				**$ 60,000.00**
LOGO LOCKER LLC	6/30/2021	4008355	010	$ 6,354.04
LOGO LOCKER LLC Total				**$ 6,354.04**
LOPES, DOUG C.	6/4/2021	4007972	010	$ 607.96
LOPES, DOUG C. Total				**$ 607.96**
LOWES COMPANIES INC.	6/30/2021	4008339	050	$ 384.29
		4008417	050	$ 2,220.95
	6/4/2021	4007992	050	$ 543.48
	6/18/2021	4008188	050	$ 206.56
LOWES COMPANIES INC. Total				**$ 3,355.28**
LOWE'S COMPANIES, INC.	6/30/2021	4008416	060	$ 5,757.01
			140	$ 7,691.20
	6/11/2021	4008115	060	$ 325,018.75
LOWE'S COMPANIES, INC. Total				**$ 338,466.96**
LOZANO SMITH LLP	6/11/2021	4008061	010	$ 806.50
			080	$ 2,939.00
LOZANO SMITH LLP Total				**$ 3,745.50**
LUISA HIDALGO AGBUYA	6/22/2021	4008237	130	$ 26.88
LUISA HIDALGO AGBUYA Total				**$ 26.88**
MA ELENA VILLEGAS	6/11/2021	4008102	010	$ 138.35
MA ELENA VILLEGAS Total				**$ 138.35**
MAGDALENA GRIMALDO	6/11/2021	4008103	060	$ 138.71
MAGDALENA GRIMALDO Total				**$ 138.71**
MARIA C ORTIZ	6/30/2021	4008433	130	$ 26.32
	6/4/2021	4008023	130	$ 88.48
MARIA C ORTIZ Total				**$ 114.80**
MARIA C. GOCHEZ BLANCO	6/30/2021	4008418	050	$ 120.00
	6/4/2021	4007993	050	$ 210.00
	6/11/2021	4008116	050	$ 540.08
MARIA C. GOCHEZ BLANCO Total				**$ 870.08**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
MARIA CARMELITA PEREZ SUAREZ	6/11/2021	4008104	010	$	21.84
MARIA CARMELITA PEREZ SUAREZ Total				**$**	**21.84**
MARIA CARMINA OROZCO	6/4/2021	4008024	010	$	17.92
MARIA CARMINA OROZCO Total				**$**	**17.92**
MARIA CONSUELO PAQUIZ	6/1/2021	4007964	010	$	407.77
MARIA CONSUELO PAQUIZ Total				**$**	**407.77**
MARIA L STASI	6/22/2021	4008238	130	$	16.80
MARIA L STASI Total				**$**	**16.80**
MARIA TOMLY C THOMAS	6/4/2021	4007973	010	$	114.00
MARIA TOMLY C THOMAS Total				**$**	**114.00**
MARIN, MONICA	6/18/2021	4008201	088	$	20.00
MARIN, MONICA Total				**$**	**20.00**
MARK S. CRANE	6/18/2021	4008175	010	$	688.70
MARK S. CRANE Total				**$**	**688.70**
MARTHA A GARIBAY CORTES	6/22/2021	4008239	130	$	18.48
MARTHA A GARIBAY CORTES Total				**$**	**18.48**
MAXIM HEALTHCARE SERVICES	6/25/2021	4008312	080	$	7,586.25
		4008314	080	$	22,270.00
MAXIM HEALTHCARE SERVICES Total				**$**	**29,856.25**
MCKINLEY ELEVATOR CORPORATION	6/30/2021	4008340	050	$	200.00
MCKINLEY ELEVATOR CORPORATION Total				**$**	**200.00**
MELISSA OROZCO	6/22/2021	4008240	010	$	750.08
MELISSA OROZCO Total				**$**	**750.08**
METLIFE SMALL MARKET	6/11/2021	4008144	010	$	1,950.55
METLIFE SMALL MARKET Total				**$**	**1,950.55**
MICHAEL V. GALLEGOS	6/18/2021	4008160	010	$	1,480.97
MICHAEL V. GALLEGOS Total				**$**	**1,480.97**
MID AMERICA ADMINISTRATION	6/10/2021	4008055	010	$	6,400.18
	6/29/2021	4008327	010	$	1,950.96
MID AMERICA ADMINISTRATION Total				**$**	**8,351.14**
MIJANGOS, MARIA	6/18/2021	4008202	088	$	20.00
MIJANGOS, MARIA Total				**$**	**20.00**
MIKES SHY NON SHIRTS INC.	6/18/2021	4008161	010	$	2,383.73
MIKES SHY NON SHIRTS INC. Total				**$**	**2,383.73**
MIND RESEARCH INSTITUTE	6/18/2021	4008176	010	$	3,668.40
			060	$	11,111.60
MIND RESEARCH INSTITUTE Total				**$**	**14,780.00**
MUS VIL INC.	6/30/2021	4008386	010	$	790.10
	6/4/2021	4008039	010	$	1,144.07
MUS VIL INC. Total				**$**	**1,934.17**
NANCY ANN HADDOX	6/30/2021	4008387	010	$	229.43
	6/22/2021	4008248	010	$	775.68
NANCY ANN HADDOX Total				**$**	**1,005.11**
NASCO MODESTO A DIV.OF	6/18/2021	4008177	060	$	1,883.72
	6/25/2021	4008300	060	$	784.48
NASCO MODESTO A DIV.OF Total				**$**	**2,668.20**
NATIVIDAD, MARIBEL	6/18/2021	4008203	088	$	20.00

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
NATIVIDAD, MARIBEL Total				**$**	**20.00**
NESTLE WATERS NORTH AMERICA	6/28/2021	4008319	010	$	817.92
			050	$	48.65
			130	$	28.91
NESTLE WATERS NORTH AMERICA Total				**$**	**895.48**
NEXTEL OF CALIFORNIA INC.	6/18/2021	4008178	010	$	2,342.38
NEXTEL OF CALIFORNIA INC. Total				**$**	**2,342.38**
NGO, TRINH	6/25/2021	4008290	060	$	183.21
NGO, TRINH Total				**$**	**183.21**
NORCAL TRUCK LEASING INC	6/30/2021	4008396	010	$	166.00
NORCAL TRUCK LEASING INC Total				**$**	**166.00**
OCCUPATIONAL HEALTH CTR OF CA	6/4/2021	4008013	010	$	132.50
	6/11/2021	4008080	010	$	203.50
		4008134	010	$	188.50
OCCUPATIONAL HEALTH CTR OF CA Total				**$**	**524.50**
OFFICE DEPOT	6/30/2021	4008388	010	$	2,323.41
			060	$	153.70
	6/4/2021	4007974	060	$	1,397.53
	6/11/2021	4008091	010	$	3,544.83
		4008094	010	$	859.37
		4008095	010	$	1,600.43
		4008096	010	$	1,017.42
		4008097	010	$	1,662.73
		4008098	010	$	1,048.53
		4008105	010	$	1,089.89
			050	$	42.59
			130	$	27.64
		4008135	010	$	839.09
			060	$	1,098.93
	6/18/2021	4008179	010	$	1,197.99
		4008189	010	$	2,891.67
		4008210	010	$	2,243.33
		4008212	010	$	3,608.63
			088	$	999.41
		4008217	010	$	740.90
		4008218	010	$	1,433.95
		4008219	010	$	1,100.87
			060	$	267.92
		4008220	010	$	833.40
			670	$	69.14
		4008221	010	$	686.12
			060	$	2,450.01
		4008222	010	$	1,534.12
	6/25/2021	4008303	010	$	1,114.56
		4008304	010	$	1,431.63
		4008305	010	$	2,803.61
		4008306	010	$	1,602.80

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
OFFICE DEPOT	6/25/2021	4008307	010	$	1,389.50
		4008308	010	$	5,236.04
		4008309	010	$	2,088.60
			130	$	159.17
		4008310	010	$	337.01
			060	$	655.32
		4008311	010	$	732.91
OFFICE DEPOT Total				**$**	**54,314.70**
ONE STONE APPAREL INC.	6/1/2021	4007966	010	$	379.03
	6/25/2021	4008266	060	$	748.52
ONE STONE APPAREL INC. Total				**$**	**1,127.55**
O'REILLY AUTOMOTIVE STORES INC	6/28/2021	4008316	010	$	904.21
	6/1/2021	4007965	010	$	1,704.44
	6/11/2021	4008117	010	$	1,707.76
O'REILLY AUTOMOTIVE STORES INC Total				**$**	**4,316.41**
OTC DIRECT INC	6/4/2021	4008040	010	$	390.78
			060	$	1,251.21
	6/25/2021	4008267	088	$	72.25
OTC DIRECT INC Total				**$**	**1,714.24**
P & R PAPER SUPPLY COMPANY	6/18/2021	4008216	130	$	6,917.76
P & R PAPER SUPPLY COMPANY Total				**$**	**6,917.76**
PABLO FIENE	6/30/2021	4008364	010	$	491.36
PABLO FIENE Total				**$**	**491.36**
PACIFIC EDUCATORS INC.	6/16/2021	4008148	010	$	91.98
	6/29/2021	4008328	010	$	6.60
PACIFIC EDUCATORS INC. Total				**$**	**98.58**
PARTRIDGE CONSULTING INC.	6/4/2021	4008014	080	$	5,500.00
	6/18/2021	4008162	080	$	5,500.00
PARTRIDGE CONSULTING INC. Total				**$**	**11,000.00**
PATRICIA M TOVAR	6/30/2021	4008365	010	$	104.98
PATRICIA M TOVAR Total				**$**	**104.98**
PATRICIA OLIVA	6/30/2021	4008366	010	$	63.84
PATRICIA OLIVA Total				**$**	**63.84**
PATRICIA SARKES	6/4/2021	4008025	010	$	183.77
PATRICIA SARKES Total				**$**	**183.77**
PAUL J. GONZALEZ	6/25/2021	4008283	010	$	4,000.00
			060	$	1,467.00
PAUL J. GONZALEZ Total				**$**	**5,467.00**
PEG GERINGER	6/25/2021	4008268	010	$	1,170.00
PEG GERINGER Total				**$**	**1,170.00**
PETER P. IMPERIAL	6/11/2021	4008118	050	$	344.71
PETER P. IMPERIAL Total				**$**	**344.71**
PETERSON, CHESTER	6/30/2021	4008367	010	$	19.98
PETERSON, CHESTER Total				**$**	**19.98**
PG&E	6/4/2021	4008015	010	$	51.36
	6/10/2021	4008052	010	$	109,385.05
PG&E Total				**$**	**109,436.41**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
POSITIVE PROMOTIONS INC	6/4/2021	4008041	060	$ 649.60
POSITIVE PROMOTIONS INC Total				**$ 649.60**
PRE-PAID LEGAL SERVICES INC.	6/16/2021	4008149	010	$ 107.64
	6/29/2021	4008329	010	$ 192.10
PRE-PAID LEGAL SERVICES INC. Total				**$ 299.74**
PRESENTATION PRODUCTS INC.	6/30/2021	4008397	060	$ 8,640.47
PRESENTATION PRODUCTS INC. Total				**$ 8,640.47**
PRESTON W JONES	6/11/2021	4008106	010	$ 12.00
PRESTON W JONES Total				**$ 12.00**
QUADIENT FINANCE USA, INC.	6/7/2021	4008047	010	$ 10,061.74
QUADIENT FINANCE USA, INC. Total				**$ 10,061.74**
QUADIENT, INC.	6/4/2021	4008016	010	$ 721.84
QUADIENT, INC. Total				**$ 721.84**
QUAVERED INC	6/22/2021	4008249	010	$ 15,792.00
QUAVERED INC Total				**$ 15,792.00**
R & R REFRIGERATION & AIR	6/30/2021	4008434	130	$ 318.50
	6/22/2021	4008250	130	$ 2,087.33
R & R REFRIGERATION & AIR Total				**$ 2,405.83**
RAISING A READER	6/30/2021	4008426	060	$ 5,462.50
RAISING A READER Total				**$ 5,462.50**
RAYMOND GEDDES & CO. INC.	6/4/2021	4007979	010	$ 366.30
RAYMOND GEDDES & CO. INC. Total				**$ 366.30**
REALLY GOOD STUFF LLC	6/4/2021	4007980	010	$ 21.83
REALLY GOOD STUFF LLC Total				**$ 21.83**
RECOLOGY SOUTH BAY	6/10/2021	4008053	010	$ 18,122.05
	6/18/2021	4008190	010	$ 754.33
RECOLOGY SOUTH BAY Total				**$ 18,876.38**
REHON & ROBERTS APC	6/11/2021	4008062	010	$ 20,755.00
			210	$ 10,262.50
	6/25/2021	4008296	010	$ 16,119.00
			210	$ 8,954.97
REHON & ROBERTS APC Total				**$ 56,091.47**
REILLY BEHAVIORAL &	6/30/2021	4008356	080	$ 21,150.00
REILLY BEHAVIORAL & Total				**$ 21,150.00**
RESOURCE AREA FOR TEACHERS	6/25/2021	4008269	060	$ 5,125.00
RESOURCE AREA FOR TEACHERS Total				**$ 5,125.00**
RFC WIRELESS INC	6/30/2021	4008398	010	$ 1,475.82
RFC WIRELESS INC Total				**$ 1,475.82**
RICK DELONG	6/30/2021	4008419	010	$ 495.00
	6/4/2021	4007994	010	$ 2,490.00
	6/25/2021	4008270	010	$ 990.00
RICK DELONG Total				**$ 3,975.00**
RMC A RAY MORGAN COMPANY	6/11/2021	4008136	060	$ 55.23
RMC A RAY MORGAN COMPANY Total				**$ 55.23**
RO HEALTH INC.	6/30/2021	4008357	010	$ 8,760.00
		4008399	010	$ 3,210.00
	6/11/2021	4008081	010	$ 8,595.00

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RO HEALTH INC. Total				**$ 20,565.00**
ROBLES, ANDREA	6/18/2021	4008204	088	$ 20.00
ROBLES, ANDREA Total				**$ 20.00**
ROCIO REGINA ANATALIA URENA	6/30/2021	4008368	010	$ 121.37
ROCIO REGINA ANATALIA URENA Total				**$ 121.37**
ROCKETSHIP FUERZA	6/11/2021	4008063	010	$ 92,983.00
ROCKETSHIP FUERZA Total				**$ 92,983.00**
ROCKETSHIP SI SE PUEDE	6/11/2021	4008064	010	$ 57,901.00
ROCKETSHIP SI SE PUEDE Total				**$ 57,901.00**
RODAN ENTERPRISES INC.	6/28/2021	4008317	010	$ 414.00
RODAN ENTERPRISES INC. Total				**$ 414.00**
RODRIGUEZ, RUTH	6/18/2021	4008205	088	$ 20.00
RODRIGUEZ, RUTH Total				**$ 20.00**
ROLLINS INC.	6/11/2021	4008119	050	$ 1,090.88
ROLLINS INC. Total				**$ 1,090.88**
ROMA MACASAET	6/18/2021	4008206	010	$ 121.16
ROMA MACASAET Total				**$ 121.16**
ROSA GONZALEZ	6/4/2021	4008026	080	$ 23.52
ROSA GONZALEZ Total				**$ 23.52**
ROSA MARIA PONCE	6/4/2021	4008027	130	$ 22.40
ROSA MARIA PONCE Total				**$ 22.40**
ROSA PIMENTEL ALI	6/30/2021	4008400	010	$ 176.40
ROSA PIMENTEL ALI Total				**$ 176.40**
ROSARIO AVALOS	6/4/2021	4008028	130	$ 12.32
	6/22/2021	4008241	130	$ 3.36
ROSARIO AVALOS Total				**$ 15.68**
ROSE M. MAGARE	6/22/2021	4008242	010	$ 206.18
ROSE M. MAGARE Total				**$ 206.18**
RSB EDUCATIONINC.	6/30/2021	4008401	060	$ 12,916.50
	6/22/2021	4008251	060	$ 4,621.50
	6/25/2021	4008284	060	$ 3,950.00
RSB EDUCATIONINC. Total				**$ 21,488.00**
S&S WORLDWIDE INC	6/18/2021	4008163	010	$ 92.14
S&S WORLDWIDE INC Total				**$ 92.14**
SABINA MURESAN	6/25/2021	4008291	010	$ 47.04
SABINA MURESAN Total				**$ 47.04**
SAGE PUBLICATIONS INC.	6/1/2021	4007967	060	$ 140.80
SAGE PUBLICATIONS INC. Total				**$ 140.80**
SAN JOSE WATER COMPANY	6/10/2021	4008050	010	$ 67,214.94
SAN JOSE WATER COMPANY Total				**$ 67,214.94**
SANDRA SARMIENTO	6/30/2021	4008376	060	$ 649.52
SANDRA SARMIENTO Total				**$ 649.52**
SANTA CLARA COUNTY OFFICE OF	6/4/2021	4007975	010	$ 1,620.00
	6/7/2021	4008048	060	$ 75.00
SANTA CLARA COUNTY OFFICE OF Total				**$ 1,695.00**
SANTA CLARA UNIFIED SCHOOL	6/11/2021	4008065	080	$ 9,665.50
SANTA CLARA UNIFIED SCHOOL Total				**$ 9,665.50**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
SANTA CRUZ COUNTY OFFICE OF ED	6/18/2021	4008180	060	$	1,100.00
SANTA CRUZ COUNTY OFFICE OF ED Total				**$**	**1,100.00**
SAVE MART SUPERMARKETS	6/30/2021	4008358	080	$	200.00
		4008402	060	$	198.94
SAVE MART SUPERMARKETS Total				**$**	**398.94**
SC FUELS	6/30/2021	4008435	010	$	4,675.15
	6/4/2021	4007976	010	$	3,710.81
	6/25/2021	4008271	010	$	4,230.71
SC FUELS Total				**$**	**12,616.67**
SCHINDLER ELEVATOR CORPORATION	6/25/2021	4008272	050	$	487.39
SCHINDLER ELEVATOR CORPORATION Total				**$**	**487.39**
SCHOOL DATEBOOKS	6/18/2021	4008164	010	$	2,041.90
SCHOOL DATEBOOKS Total				**$**	**2,041.90**
SCHOOL HEALTH CORPORATION	6/30/2021	4008359	010	$	1,580.53
		4008403	010	$	3,123.08
	6/4/2021	4007981	010	$	57.58
		4008042	010	$	121.33
	6/18/2021	4008165	010	$	207.83
SCHOOL HEALTH CORPORATION Total				**$**	**5,090.35**
SCHOOL SERVICES OF CALIFORNIA	6/30/2021	4008360	010	$	825.00
	6/18/2021	4008181	010	$	785.00
SCHOOL SERVICES OF CALIFORNIA Total				**$**	**1,610.00**
SCHOOL SPECIALTY LLC	6/4/2021	4008017	010	$	784.90
	6/11/2021	4008082	010	$	15.19
		4008092	060	$	260.92
SCHOOL SPECIALTY LLC Total				**$**	**1,061.01**
SECURITY CONTRACTOR SERVICES	6/11/2021	4008120	050	$	78.66
SECURITY CONTRACTOR SERVICES Total				**$**	**78.66**
SEEDS COMMUNITY RESOLUTION	6/11/2021	4008083	060	$	14,000.00
SEEDS COMMUNITY RESOLUTION Total				**$**	**14,000.00**
SELF INSURED SCHOOLS OF	6/18/2021	4008225	670	$	828,030.00
SELF INSURED SCHOOLS OF Total				**$**	**828,030.00**
SERVICE STATION SYSTEMS	6/30/2021	4008436	050	$	275.00
	6/11/2021	4008093	050	$	275.00
SERVICE STATION SYSTEMS Total				**$**	**550.00**
SFCC INTERMEDIATEHOLDINGS INC	6/11/2021	4008137	010	$	356.88
	6/25/2021	4008301	010	$	69.94
			088	$	503.05
SFCC INTERMEDIATEHOLDINGS INC Total				**$**	**929.87**
SHARP ELECTRONICS CORPORATION	6/25/2021	4008273	060	$	443.55
SHARP ELECTRONICS CORPORATION Total				**$**	**443.55**
SIERRA OFFICE SYSTEMS AND	6/30/2021	4008404	010	$	31,556.05
SIERRA OFFICE SYSTEMS AND Total				**$**	**31,556.05**
SILICON VALLEY EDUCATION	6/11/2021	4008138	010	$	2,125.00
SILICON VALLEY EDUCATION Total				**$**	**2,125.00**
SILICON VALLEY MATHEMATICS	6/4/2021	4008018	060	$	4,000.00
SILICON VALLEY MATHEMATICS Total				**$**	**4,000.00**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
SILICON VALLEY SECURITY &	6/4/2021	4007995	010	$	6,638.00
SILICON VALLEY SECURITY & Total				**$**	**6,638.00**
SINEAD UNA ANN OCHINERO	6/3/2021	4007968	010	$	148.48
SINEAD UNA ANN OCHINERO Total				**$**	**148.48**
SONJA BIGGS EDUCATIONAL SVCS	6/25/2021	4008285	080	$	8,971.30
SONJA BIGGS EDUCATIONAL SVCS Total				**$**	**8,971.30**
SOUTHERN COUNTIES LUBRICANTS	6/7/2021	4008049	010	$	11,087.30
SOUTHERN COUNTIES LUBRICANTS Total				**$**	**11,087.30**
SPRINGBOARD COLLABORATIVE	6/30/2021	4008405	010	$	43,875.00
			060	$	43,875.00
SPRINGBOARD COLLABORATIVE Total				**$**	**87,750.00**
SPURR	6/18/2021	4008182	010	$	5,063.36
SPURR Total				**$**	**5,063.36**
STANDARD INSURANCE CO.	6/16/2021	4008150	010	$	16,515.38
STANDARD INSURANCE CO. Total				**$**	**16,515.38**
STARFALL EDUCATION FOUNDATION	6/11/2021	4008139	010	$	70.00
STARFALL EDUCATION FOUNDATION Total				**$**	**70.00**
STATEWIDE TRAFFIC SAFETY AND	6/4/2021	4007996	050	$	285.29
STATEWIDE TRAFFIC SAFETY AND Total				**$**	**285.29**
STEPHANIE MELO LEAL-VICENTE	6/25/2021	4008292	130	$	15.68
STEPHANIE MELO LEAL-VICENTE Total				**$**	**15.68**
STEVEN WAYNE DOTY	6/18/2021	4008191	050	$	234.25
STEVEN WAYNE DOTY Total				**$**	**234.25**
STLR CORPORATION	6/22/2021	4008252	010	$	280.00
STLR CORPORATION Total				**$**	**280.00**
SUNBELT STAFFING LLC	6/11/2021	4008140	080	$	30,880.25
	6/25/2021	4008286	080	$	37,296.75
SUNBELT STAFFING LLC Total				**$**	**68,177.00**
SWEETWATER SOUND INC	6/11/2021	4008084	010	$	6,165.02
SWEETWATER SOUND INC Total				**$**	**6,165.02**
SYLVIA LOPEZ	6/30/2021	4008377	010	$	206.18
SYLVIA LOPEZ Total				**$**	**206.18**
TAG/AMS. INC.	6/30/2021	4008341	010	$	113.00
TAG/AMS. INC. Total				**$**	**113.00**
TANU KOHLI	6/4/2021	4008029	060	$	123.34
TANU KOHLI Total				**$**	**123.34**
TANYA KRISTINE GO TUVERA	6/11/2021	4008107	060	$	17.47
TANYA KRISTINE GO TUVERA Total				**$**	**17.47**
TARGET SPECIALTY PRODUCTS	6/30/2021	4008342	050	$	1,563.12
	6/4/2021	4007997	050	$	842.40
TARGET SPECIALTY PRODUCTS Total				**$**	**2,405.52**
TAYMARK	6/30/2021	4008389	010	$	17.45
TAYMARK Total				**$**	**17.45**
TCF NATIONAL BANK	6/11/2021	4008121	010	$	14,851.00
TCF NATIONAL BANK Total				**$**	**14,851.00**
TEACHER SYNERGY LLC	6/30/2021	4008406	010	$	981.71
TEACHER SYNERGY LLC Total				**$**	**981.71**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
TEAMSTERS LOCAL #150	6/29/2021	4008330	010	$	10,151.00
TEAMSTERS LOCAL #150 Total				**$**	**10,151.00**
TEAMSTERS MANAGED TRUST FUNDS	6/10/2021	4008054	670	$	219,414.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$**	**219,414.00**
TEODOLINDA FARIAS MENDOZA	6/4/2021	4008030	010	$	117.40
TEODOLINDA FARIAS MENDOZA Total				**$**	**117.40**
TEXAS LIFE INSURANCE	6/16/2021	4008151	010	$	3,629.78
	6/29/2021	4008331	010	$	3,250.52
TEXAS LIFE INSURANCE Total				**$**	**6,880.30**
THE GOODYEAR TIRE & RUBBER	6/25/2021	4008274	010	$	1,495.35
THE GOODYEAR TIRE & RUBBER Total				**$**	**1,495.35**
THE PROPHET CORPORATION	6/30/2021	4008407	010	$	5,543.10
	6/4/2021	4008043	010	$	7,558.45
	6/25/2021	4008302	010	$	1,524.92
THE PROPHET CORPORATION Total				**$**	**14,626.47**
THINK TOGETHER	6/30/2021	4008408	120	$	43,911.60
	6/18/2021	4008183	010	$	14,706.00
			060	$	5,683.23
THINK TOGETHER Total				**$**	**64,300.83**
TINA MARIE SANDERS	6/4/2021	4008031	130	$	47.04
TINA MARIE SANDERS Total				**$**	**47.04**
T-MOBILE USA, INC.	6/30/2021	4008437	060	$	17,907.50
	6/11/2021	4008066	060	$	17,907.50
T-MOBILE USA, INC. Total				**$**	**35,815.00**
TRACY LYNN LOFTIN	6/25/2021	4008293	010	$	149.87
TRACY LYNN LOFTIN Total				**$**	**149.87**
TURF STAR	6/11/2021	4008122	050	$	881.73
	6/25/2021	4008275	050	$	52.17
TURF STAR Total				**$**	**933.90**
U.S. BANK	6/24/2021	4008255	010	$	1,779.53
			060	$	1,034.98
			050	$	949.64
U.S. BANK Total				**$**	**3,764.15**
UNITED PARCEL SERVICE	6/30/2021	4008431	010	$	167.00
UNITED PARCEL SERVICE Total				**$**	**167.00**
UNITED REFRIGERATION INC.	6/30/2021	4008420	050	$	333.32
	6/4/2021	4007998	050	$	335.83
	6/11/2021	4008123	050	$	8,574.99
	6/18/2021	4008156	050	$	498.45
UNITED REFRIGERATION INC. Total				**$**	**9,742.59**
UNITEDHEALTHCARE INSURANCE	6/18/2021	4008226	670	$	20,673.00
UNITEDHEALTHCARE INSURANCE Total				**$**	**20,673.00**
VALERIE BAES	6/4/2021	4008032	130	$	23.52
	6/22/2021	4008243	130	$	7.84
VALERIE BAES Total				**$**	**31.36**
VAQUERA, ARACELI	6/18/2021	4008207	088	$	20.00
VAQUERA, ARACELI Total				**$**	**20.00**

AP Check Register - Pivot Table Summary by Vendor
June 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
VISION SERVICE PLAN	6/11/2021	4008145	670	$	12,031.92
	6/18/2021	4008227	670	$	12,055.91
VISION SERVICE PLAN Total				$	24,087.83
VISTA CENTER FOR THE BLIND &	6/18/2021	4008166	080	$	1,805.00
VISTA CENTER FOR THE BLIND & Total				$	1,805.00
VIVIAN CABRALES GARCIA	6/30/2021	4008378	060	$	1,273.22
VIVIAN CABRALES GARCIA Total				$	1,273.22
VIVIAN UYEN NGUYEN	6/4/2021	4008033	010	$	192.00
			060	$	663.74
			088	$	199.46
	6/25/2021	4008294	088	$	11.30
VIVIAN UYEN NGUYEN Total				$	1,066.50
VIVIANNE NGUYEN	6/11/2021	4008108	060	$	28.83
VIVIANNE NGUYEN Total				$	28.83
VOLER STRATEGIC ADVISORS, INC.	6/22/2021	4008253	010	$	7,650.00
VOLER STRATEGIC ADVISORS, INC. Total				$	7,650.00
W.W. GRAINGER INC.	6/30/2021	4008421	050	$	217.64
	6/4/2021	4007999	050	$	299.91
	6/11/2021	4008124	050	$	21.85
W.W. GRAINGER INC. Total				$	539.40
WALSCHON FIRE PROTECTION INC	6/30/2021	4008343	050	$	3,011.00
	6/25/2021	4008276	050	$	9,320.00
WALSCHON FIRE PROTECTION INC Total				$	12,331.00
WARDS AUTO SUPPLY, INC	6/28/2021	4008318	010	$	1,293.50
WARDS AUTO SUPPLY, INC Total				$	1,293.50
WATER INDUSTRY TRAINING	6/3/2021	4007970	050	$	1,500.00
WATER INDUSTRY TRAINING Total				$	1,500.00
WAY OF THE WORLD INC.	6/30/2021	4008438	060	$	1,292.96
WAY OF THE WORLD INC. Total				$	1,292.96
WENDY CRUZ-ALCANTAR	6/18/2021	4008208	088	$	20.00
WENDY CRUZ-ALCANTAR Total				$	20.00
WEX Health Inc	6/18/2021	4008184	670	$	60.00
WEX Health Inc Total				$	60.00
YENY ROSALES	6/30/2021	4008379	010	$	183.77
YENY ROSALES Total				$	183.77
YI-CHUN CHIEN	6/18/2021	4008167	080	$	99.00
YI-CHUN CHIEN Total				$	99.00
ZANE GRAY HAWKINS	6/30/2021	4008441	010	$	4,601.50
ZANE GRAY HAWKINS Total				$	4,601.50
Grand Total				$	4,354,552.54

10.05

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: August 2, 2021

Subject: **Vendor & Payroll Warrants JULY**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during July month of Fiscal Year 2021/2022.

Total of vendor warrants	$	4,054,749.26
Total of payroll warrants	$	3,591,556.94
Total	**$**	**7,646,306.20**

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

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

To the Board of Trustees: Meeting: August 12, 2021
Regular Board Meeting

Recommend Approval

10.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

July 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,550,828.22
120	Child Development Fund	$0.00
130	Cafeteria Fund	$168,899.57
140	Deferred Maintenance Fund	$43,373.71
210	Building Fund	$15,075.00
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	$1,274,463.90
	Subtotal	**$4,052,640.40**
088	Student Body Fund	$2,108.86
	Total Vendor Warrants	**$4,054,749.26**

	PAYROLL WARRANTS	
	10th of the month	$580,627.39
	EOM Payroll	$3,008,610.82
	AREA EOM	$0.00
	Manual Checks	$2,318.73
	Void Checks	$0.00
	Total Payroll Warrants	**$3,591,556.94**
	Grand Total All Warrants	**$7,646,306.20**

	From		To
AP Warrants used #	4008442	-	4008684
Payroll Direct Deposit Pay Stub used #	4723454	-	4724604
Payroll Checks used #	4402125	-	4402196

AP Check Register - Pivot Table Summary by Vendor
July 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ACHIEVE KIDS	7/22/2021	4008597	080	$ 12,889.00
ACHIEVE KIDS Total				**$ 12,889.00**
ACME PACIFIC REPAIRS INC.	7/16/2021	4008569	050	$ 300.00
	7/27/2021	4008642	050	$ 300.00
ACME PACIFIC REPAIRS INC. Total				**$ 600.00**
AIR FILTER/CONTROL	7/9/2021	4008444	060	$ 12,417.22
		4008494	060	$ 1,886.43
		4008512	060	$ 3,322.92
AIR FILTER/CONTROL Total				**$ 17,626.57**
AIRGAS, INC.	7/16/2021	4008570	050	$ 43.93
AIRGAS, INC. Total				**$ 43.93**
ALBERT I. SALCIDO	7/9/2021	4008520	088	$ 2,000.91
ALBERT I. SALCIDO Total				**$ 2,000.91**
AMANDA LEA CHAMBERS	7/9/2021	4008521	010	$ 59.00
AMANDA LEA CHAMBERS Total				**$ 59.00**
AMAZON WEB SERVICES INC.	7/23/2021	4008605	010	$ 694.05
AMAZON WEB SERVICES INC. Total				**$ 694.05**
AMAZON.COM LLC	7/9/2021	4008463	010	$ 140.93
		4008513	060	$ 171.51
	7/16/2021	4008571	060	$ 169.85
AMAZON.COM LLC Total				**$ 482.29**
AMERICA PEREZ	7/9/2021	4008540	010	$ 131.24
AMERICA PEREZ Total				**$ 131.24**
ANDRE BOUDIN BAKERIES	7/9/2021	4008464	010	$ 78.22
ANDRE BOUDIN BAKERIES Total				**$ 78.22**
ANDRES QUINTERO QUINTERO	7/23/2021	4008632	010	$ 4,700.00
ANDRES QUINTERO QUINTERO Total				**$ 4,700.00**
ARACELI VILLASENOR	7/23/2021	4008617	130	$ 36.96
		4008622	130	$ 36.96
ARACELI VILLASENOR Total				**$ 73.92**
ARAMARK UNIFORM SERVICES	7/9/2021	4008465	130	$ 1,514.14
ARAMARK UNIFORM SERVICES Total				**$ 1,514.14**
ASSETGENIE INC.	7/9/2021	4008466	010	$ 164.00
ASSETGENIE INC. Total				**$ 164.00**
ASSOCIATION OF CALIFORNIA	7/29/2021	4008649	010	$ 3,094.31
ASSOCIATION OF CALIFORNIA Total				**$ 3,094.31**
AT&T	7/9/2021	4008522	010	$ 98.21
	7/15/2021	4008544	010	$ 2,597.78
	7/30/2021	4008662	010	$ 1,298.68
AT&T Total				**$ 3,994.67**
BALCO HOLDINGS INC	7/15/2021	4008558	010	$ 13,850.90
BALCO HOLDINGS INC Total				**$ 13,850.90**
BALLOONATICS INC.	7/16/2021	4008572	060	$ 563.95
BALLOONATICS INC. Total				**$ 563.95**
BANK OF AMERICA LOCKBOX SVCS	7/30/2021	4008653	060	$ 412,006.19
BANK OF AMERICA LOCKBOX SVCS Total				**$ 412,006.19**
BAY AREA FLOOR MACHINE	7/30/2021	4008663	010	$ 330.12

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BAY AREA FLOOR MACHINE Total				**$ 330.12**
BIOMETRICS4ALL INC.	7/16/2021	4008573	010	$ 9.00
	7/30/2021	4008675	010	$ 727.58
BIOMETRICS4ALL INC. Total				**$ 736.58**
BOSCO CONSTRUCTION SERVICES	7/15/2021	4008547	050	$ 1,407.00
		4008559	050	$ 3,647.10
BOSCO CONSTRUCTION SERVICES Total				**$ 5,054.10**
BUSWEST LLC	7/9/2021	4008445	010	$ 611.63
BUSWEST LLC Total				**$ 611.63**
CALIFORNIA ASSOCIATION FOR	7/23/2021	4008623	010	$ 1,375.00
			060	$ 1,800.00
CALIFORNIA ASSOCIATION FOR Total				**$ 3,175.00**
CALIFORNIA DEPARTMENT OF	7/23/2021	4008638	010	$ 660.98
			060	$ 2,583.02
	7/30/2021	4008661	010	$ 40.00
CALIFORNIA DEPARTMENT OF Total				**$ 3,284.00**
CALIFORNIA SCHOOL BOARDS	7/30/2021	4008664	010	$ 24,780.00
CALIFORNIA SCHOOL BOARDS Total				**$ 24,780.00**
CALIFORNIA SCHOOL NUTRITION	7/15/2021	4008548	130	$ 25.00
CALIFORNIA SCHOOL NUTRITION Total				**$ 25.00**
CALIFORNIA SPORT DESIGN	7/30/2021	4008654	130	$ 2,739.45
CALIFORNIA SPORT DESIGN Total				**$ 2,739.45**
CALIFORNIA UNITED MECHANICAL,	7/9/2021	4008447	050	$ 2,323.00
		4008495	050	$ 3,529.44
	7/15/2021	4008560	050	$ 8,468.00
CALIFORNIA UNITED MECHANICAL, Total				**$ 14,320.44**
CAL-STEAM INC.	7/9/2021	4008446	050	$ 431.69
	7/15/2021	4008545	050	$ 447.31
CAL-STEAM INC. Total				**$ 879.00**
CARD INTEGRATORS CORPORATION	7/23/2021	4008606	010	$ 666.09
CARD INTEGRATORS CORPORATION Total				**$ 666.09**
CARLOS H ROSALES	7/30/2021	4008665	050	$ 119.20
CARLOS H ROSALES Total				**$ 119.20**
CAT FINANCIAL CAT CARD	7/9/2021	4008467	010	$ 2,071.29
CAT FINANCIAL CAT CARD Total				**$ 2,071.29**
CELLCO PARTNERSHIP	7/9/2021	4008468	010	$ 4,651.04
CELLCO PARTNERSHIP Total				**$ 4,651.04**
CENTER FOR THE COLLABORATIVE	7/16/2021	4008574	060	$ 10,626.37
CENTER FOR THE COLLABORATIVE Total				**$ 10,626.37**
CHARLES J POSNER	7/9/2021	4008496	010	$ 125.86
CHARLES J POSNER Total				**$ 125.86**
CINTAS CORPORATION	7/30/2021	4008655	010	$ 1,300.90
			050	$ 269.19
CINTAS CORPORATION Total				**$ 1,570.09**
CITIZEN SCHOOLS	7/16/2021	4008575	060	$ 159,826.75
CITIZEN SCHOOLS Total				**$ 159,826.75**
CITY OF SAN JOSE	7/9/2021	4008448	050	$ 339.37

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CITY OF SAN JOSE	7/23/2021	4008607	060	$ 20,973.29
CITY OF SAN JOSE Total				**$ 21,312.66**
CLAUDIA GOMEZ HERNANDEZ	7/23/2021	4008624	130	$ 57.12
CLAUDIA GOMEZ HERNANDEZ Total				**$ 57.12**
CODESP	7/23/2021	4008633	010	$ 2,300.00
CODESP Total				**$ 2,300.00**
COUNTY OF SANTA CLARA	7/9/2021	4008523	010	$ 20.00
COUNTY OF SANTA CLARA Total				**$ 20.00**
CROWE LLP	7/22/2021	4008598	010	$ 30,000.00
CROWE LLP Total				**$ 30,000.00**
DANIEL HERNANDEZ GUDIEL	7/30/2021	4008666	010	$ 150.00
DANIEL HERNANDEZ GUDIEL Total				**$ 150.00**
DANIEL SANCHEZ	7/9/2021	4008497	060	$ 700.00
		4008514	060	$ 3,100.00
		4008524	060	$ 700.00
	7/23/2021	4008608	060	$ 1,400.00
	7/30/2021	4008667	060	$ 5,000.00
DANIEL SANCHEZ Total				**$ 10,900.00**
DAYLIGHT FOODS INC	7/9/2021	4008479	130	$ 11,644.11
DAYLIGHT FOODS INC Total				**$ 11,644.11**
DELL MARKETING L.P.	7/9/2021	4008498	060	$ 32,252.71
DELL MARKETING L.P. Total				**$ 32,252.71**
DELTA DENTAL	7/16/2021	4008590	670	$ 910.08
DELTA DENTAL Total				**$ 910.08**
DOOR DASH INC	7/9/2021	4008469	060	$ 3,050.22
DOOR DASH INC Total				**$ 3,050.22**
E3 DIAGNOSTICS INC.	7/16/2021	4008576	010	$ 245.00
E3 DIAGNOSTICS INC. Total				**$ 245.00**
EDGES ELECTRICAL GROUP LLC	7/9/2021	4008449	050	$ 22.13
EDGES ELECTRICAL GROUP LLC Total				**$ 22.13**
EDMUNDO VILLARREAL JR	7/16/2021	4008577	050	$ 1,000.00
EDMUNDO VILLARREAL JR Total				**$ 1,000.00**
ERIC CALOCA	7/30/2021	4008668	010	$ 147.65
ERIC CALOCA Total				**$ 147.65**
ERIN DEVINE	7/30/2021	4008676	080	$ 7,020.00
ERIN DEVINE Total				**$ 7,020.00**
ESTHER B. CLARK SCHOOL AT	7/9/2021	4008525	080	$ 8,184.72
ESTHER B. CLARK SCHOOL AT Total				**$ 8,184.72**
FACILITRON INC	7/27/2021	4008643	060	$ 1,058.40
FACILITRON INC Total				**$ 1,058.40**
FEDERAL EXPRESS	7/9/2021	4008470	010	$ 253.02
	7/16/2021	4008591	010	$ 54.25
	7/30/2021	4008677	010	$ 124.28
FEDERAL EXPRESS Total				**$ 431.55**
FLORES, LOUIE JR.	7/9/2021	4008526	010	$ 1,179.35
FLORES, LOUIE JR. Total				**$ 1,179.35**
FOSTER DAIRY FARMS	7/9/2021	4008480	130	$ 18,804.79

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
FOSTER DAIRY FARMS Total				**$**	**18,804.79**
FUNCK, REINHARD. H	7/9/2021	4008471	010	$	204.18
FUNCK, REINHARD. H Total				**$**	**204.18**
GARDENLAND CENTER INC.	7/9/2021	4008450	050	$	784.21
GARDENLAND CENTER INC. Total				**$**	**784.21**
GLORIA ELENA SERMENO	7/23/2021	4008609	088	$	24.04
GLORIA ELENA SERMENO Total				**$**	**24.04**
GOLD STAR FOODS	7/9/2021	4008481	130	$	127,816.19
GOLD STAR FOODS Total				**$**	**127,816.19**
HARRY L. MURPHY INC.	7/15/2021	4008561	050	$	4,930.00
	7/16/2021	4008578	050	$	18,760.00
HARRY L. MURPHY INC. Total				**$**	**23,690.00**
HOME DEPOT CREDIT SERVICES	7/15/2021	4008562	050	$	1,592.51
HOME DEPOT CREDIT SERVICES Total				**$**	**1,592.51**
HOME DEPOT U.S.A. INC.	7/9/2021	4008451	050	$	430.25
		4008452	010	$	16,179.88
		4008499	050	$	599.32
		4008515	010	$	812.23
	7/15/2021	4008546	010	$	6,713.72
HOME DEPOT U.S.A. INC. Total				**$**	**24,735.40**
HORIZON DISTRIBUTORS INC	7/9/2021	4008453	050	$	1,066.14
HORIZON DISTRIBUTORS INC Total				**$**	**1,066.14**
IDN INC	7/15/2021	4008549	050	$	186.19
IDN INC Total				**$**	**186.19**
INDUSTRIAL PLUMBING SUPPLY LLC	7/15/2021	4008550	050	$	2,097.44
INDUSTRIAL PLUMBING SUPPLY LLC Total				**$**	**2,097.44**
IRMA GUERRA MARTINEZ	7/23/2021	4008618	130	$	18.56
		4008625	130	$	67.20
IRMA GUERRA MARTINEZ Total				**$**	**85.76**
IT MANAGEMENT CORPORATION	7/9/2021	4008527	010	$	70,207.50
IT MANAGEMENT CORPORATION Total				**$**	**70,207.50**
ITSAVVY LLC	7/9/2021	4008485	060	$	567.97
ITSAVVY LLC Total				**$**	**567.97**
JESSE M SERNA	7/30/2021	4008656	010	$	7,289.75
JESSE M SERNA Total				**$**	**7,289.75**
JOHN F. FONT PHD & ASSOCIATES	7/9/2021	4008528	080	$	8,071.00
JOHN F. FONT PHD & ASSOCIATES Total				**$**	**8,071.00**
JOHNNY RAY VILLALOBOS	7/30/2021	4008669	050	$	150.00
JOHNNY RAY VILLALOBOS Total				**$**	**150.00**
JORGE YANIS HERRERA	7/30/2021	4008670	050	$	131.25
JORGE YANIS HERRERA Total				**$**	**131.25**
JOSE VALDES MATH FOUNDATION	7/16/2021	4008579	060	$	15,000.00
JOSE VALDES MATH FOUNDATION Total				**$**	**15,000.00**
JOSIE SANCHEZ ORTEGA	7/23/2021	4008626	130	$	14.00
JOSIE SANCHEZ ORTEGA Total				**$**	**14.00**
JOURNEYED.COM INC.	7/9/2021	4008529	010	$	345.00
	7/15/2021	4008551	130	$	345.00

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
JOURNEYED.COM INC. Total				$	**690.00**
KAISER	7/16/2021	4008592	670	$	194,966.72
	7/23/2021	4008640	670	$	261.00
KAISER Total				$	**195,227.72**
KAISER PERMANENTE	7/16/2021	4008593	670	$	412.66
	7/23/2021	4008641	670	$	412.66
KAISER PERMANENTE Total				$	**825.32**
KEENAN FINANCIAL SERVICES	7/2/2021	4008442	010	$	31,716.00
KEENAN FINANCIAL SERVICES Total				$	**31,716.00**
KELLY-MOORE PAINT COMPANY INC.	7/9/2021	4008454	010	$	656.15
		4008500	010	$	146.74
KELLY-MOORE PAINT COMPANY INC. Total				$	**802.89**
KEVIN DAVID WEBSTER	7/9/2021	4008530	080	$	82.88
KEVIN DAVID WEBSTER Total				$	**82.88**
KHAI Q. TRAN	7/9/2021	4008455	050	$	3,160.00
	7/15/2021	4008552	050	$	3,100.00
KHAI Q. TRAN Total				$	**6,260.00**
LAKESHORE EQUIPMENT COMPANY	7/15/2021	4008563	010	$	199.99
LAKESHORE EQUIPMENT COMPANY Total				$	**199.99**
LANGUAGE PEOPLE INC	7/9/2021	4008531	010	$	7,234.36
	7/23/2021	4008610	060	$	19,026.62
		4008627	010	$	8,942.24
LANGUAGE PEOPLE INC Total				$	**35,203.22**
LAURENCIA SENABRIA	7/23/2021	4008619	130	$	6.72
		4008628	130	$	67.20
LAURENCIA SENABRIA Total				$	**73.92**
LDP INC	7/9/2021	4008532	060	$	4,682.38
LDP INC Total				$	**4,682.38**
LOMONACO, IGNATIUS J.	7/23/2021	4008620	010	$	410.36
LOMONACO, IGNATIUS J. Total				$	**410.36**
LOWES COMPANIES INC.	7/9/2021	4008456	050	$	874.28
LOWES COMPANIES INC. Total				$	**874.28**
LOZANO SMITH LLP	7/9/2021	4008472	010	$	1,823.00
			080	$	1,065.00
	7/23/2021	4008611	080	$	1,350.50
LOZANO SMITH LLP Total				$	**4,238.50**
LUNCHASSIST INC	7/15/2021	4008553	130	$	500.00
LUNCHASSIST INC Total				$	**500.00**
MARIA C. GOCHEZ BLANCO	7/9/2021	4008457	050	$	252.82
		4008501	050	$	796.60
		4008516	050	$	120.00
MARIA C. GOCHEZ BLANCO Total				$	**1,169.42**
MARIA CARMINA OROZCO	7/9/2021	4008502	010	$	5.60
MARIA CARMINA OROZCO Total				$	**5.60**
MARICELA GONZALEZ MAGANA	7/9/2021	4008503	130	$	15.68
MARICELA GONZALEZ MAGANA Total				$	**15.68**
MAXIM HEALTHCARE SERVICES	7/15/2021	4008564	080	$	31,021.00

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
MAXIM HEALTHCARE SERVICES	7/22/2021	4008599	080	$	9,032.75
MAXIM HEALTHCARE SERVICES Total				**$**	**40,053.75**
MCKINLEY ELEVATOR CORPORATION	7/9/2021	4008504	050	$	200.00
		4008517	050	$	400.00
	7/15/2021	4008554	050	$	200.00
MCKINLEY ELEVATOR CORPORATION Total				**$**	**800.00**
MELISSA VAZQUEZ	7/23/2021	4008612	130	$	12.32
		4008634	130	$	14.56
MELISSA VAZQUEZ Total				**$**	**26.88**
METLIFE SMALL MARKET	7/16/2021	4008580	010	$	1,950.55
METLIFE SMALL MARKET Total				**$**	**1,950.55**
MID AMERICA ADMINISTRATION	7/15/2021	4008543	010	$	5,710.66
MID AMERICA ADMINISTRATION Total				**$**	**5,710.66**
MIREYA F SANTIAGO	7/23/2021	4008629	130	$	35.28
MIREYA F SANTIAGO Total				**$**	**35.28**
MUS VIL INC.	7/9/2021	4008533	010	$	75.00
MUS VIL INC. Total				**$**	**75.00**
MUSIC IS ELEMENTARY INC.	7/9/2021	4008486	010	$	1,435.37
MUSIC IS ELEMENTARY INC. Total				**$**	**1,435.37**
NAAMAN MARTINEZ RIVERA	7/30/2021	4008671	050	$	150.00
NAAMAN MARTINEZ RIVERA Total				**$**	**150.00**
NEXTEL OF CALIFORNIA INC.	7/9/2021	4008473	010	$	2,337.14
NEXTEL OF CALIFORNIA INC. Total				**$**	**2,337.14**
NORCAL TRUCK LEASING INC	7/30/2021	4008672	010	$	166.00
NORCAL TRUCK LEASING INC Total				**$**	**166.00**
OCCUPATIONAL HEALTH CTR OF CA	7/30/2021	4008678	010	$	132.50
OCCUPATIONAL HEALTH CTR OF CA Total				**$**	**132.50**
OFFICE DEPOT	7/9/2021	4008487	010	$	1,380.82
			060	$	128.59
			050	$	54.61
		4008505	010	$	1,258.08
	7/30/2021	4008657	010	$	1,276.67
OFFICE DEPOT Total				**$**	**4,098.77**
ONE STONE APPAREL INC.	7/23/2021	4008613	010	$	11,169.66
ONE STONE APPAREL INC. Total				**$**	**11,169.66**
ONEBYTWO GLOBAL LLC	7/30/2021	4008679	010	$	7,941.51
ONEBYTWO GLOBAL LLC Total				**$**	**7,941.51**
O'REILLY AUTOMOTIVE STORES INC	7/9/2021	4008458	010	$	1,393.64
O'REILLY AUTOMOTIVE STORES INC Total				**$**	**1,393.64**
P & R PAPER SUPPLY COMPANY	7/9/2021	4008482	130	$	4,493.97
P & R PAPER SUPPLY COMPANY Total				**$**	**4,493.97**
PARTRIDGE CONSULTING INC.	7/30/2021	4008680	080	$	5,500.00
PARTRIDGE CONSULTING INC. Total				**$**	**5,500.00**
PEREZ, MARGARET LEEANNE	7/16/2021	4008594	010	$	607.96
PEREZ, MARGARET LEEANNE Total				**$**	**607.96**
PG&E	7/9/2021	4008474	010	$	51.34
	7/15/2021	4008568	010	$	135,780.21

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
PG&E	7/27/2021	4008644	010	$	6,116.13
	7/30/2021	4008683	010	$	51.34
PG&E Total				**$**	**141,999.02**
POSITIVE PROMOTIONS INC	7/9/2021	4008506	060	$	224.95
POSITIVE PROMOTIONS INC Total				**$**	**224.95**
PRE-PAID LEGAL SERVICES INC.	7/29/2021	4008650	010	$	146.45
PRE-PAID LEGAL SERVICES INC. Total				**$**	**146.45**
QUADIENT INC	7/9/2021	4008488	010	$	475.03
QUADIENT INC Total				**$**	**475.03**
QUADIENT, INC.	7/30/2021	4008673	010	$	360.92
QUADIENT, INC. Total				**$**	**360.92**
R & R REFRIGERATION & AIR	7/9/2021	4008475	130	$	137.00
	7/16/2021	4008581	130	$	452.56
R & R REFRIGERATION & AIR Total				**$**	**589.56**
RECOLOGY SOUTH BAY	7/9/2021	4008534	010	$	18,122.05
	7/15/2021	4008565	010	$	2,773.57
RECOLOGY SOUTH BAY Total				**$**	**20,895.62**
REHON & ROBERTS APC	7/22/2021	4008600	010	$	10,592.50
			210	$	12,625.00
REHON & ROBERTS APC Total				**$**	**23,217.50**
RFC WIRELESS INC	7/30/2021	4008658	010	$	43,896.00
RFC WIRELESS INC Total				**$**	**43,896.00**
RICK DELONG	7/30/2021	4008659	010	$	550.00
		4008681	010	$	4,975.00
RICK DELONG Total				**$**	**5,525.00**
RMC A RAY MORGAN COMPANY	7/22/2021	4008601	010	$	534.87
			060	$	222.75
			080	$	244.04
RMC A RAY MORGAN COMPANY Total				**$**	**1,001.66**
RO HEALTH INC.	7/9/2021	4008489	010	$	1,740.00
RO HEALTH INC. Total				**$**	**1,740.00**
ROLLINS INC.	7/9/2021	4008459	050	$	954.52
ROLLINS INC. Total				**$**	**954.52**
ROSA MARIA PONCE	7/23/2021	4008630	130	$	12.32
		4008635	130	$	14.56
ROSA MARIA PONCE Total				**$**	**26.88**
RSB EDUCATIONINC.	7/16/2021	4008582	060	$	6,201.50
	7/27/2021	4008645	060	$	1,738.00
RSB EDUCATIONINC. Total				**$**	**7,939.50**
SAN JOSE WATER COMPANY	7/9/2021	4008483	010	$	85,415.19
SAN JOSE WATER COMPANY Total				**$**	**85,415.19**
SANTA CLARA COUNTY OFFICE OF	7/23/2021	4008614	088	$	83.91
SANTA CLARA COUNTY OFFICE OF Total				**$**	**83.91**
SAVE MART SUPERMARKETS	7/9/2021	4008490	060	$	585.84
SAVE MART SUPERMARKETS Total				**$**	**585.84**
SC FUELS	7/15/2021	4008566	010	$	3,671.10
SC FUELS Total				**$**	**3,671.10**

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SCCSBA	7/9/2021	4008539	010	$	480.00
SCCSBA Total				**$**	**480.00**
SCHOLASTIC INC.	7/30/2021	4008684	010	$	492.72
SCHOLASTIC INC. Total				**$**	**492.72**
SEEDS COMMUNITY RESOLUTION	7/21/2021	4008596	060	$	1,200.00
SEEDS COMMUNITY RESOLUTION Total				**$**	**1,200.00**
SEENA DEVASIA	7/9/2021	4008541	010	$	136.68
SEENA DEVASIA Total				**$**	**136.68**
SELF INSURED SCHOOLS OF	7/16/2021	4008588	670	$	827,060.00
SELF INSURED SCHOOLS OF Total				**$**	**827,060.00**
SERVICE STATION SYSTEMS	7/9/2021	4008460	140	$	43,373.71
		4008507	010	$	3,672.78
SERVICE STATION SYSTEMS Total				**$**	**47,046.49**
SEVERIN INTERMEDIATE HOLDINGS	7/23/2021	4008636	010	$	13,752.25
SEVERIN INTERMEDIATE HOLDINGS Total				**$**	**13,752.25**
SILICON VALLEY SECURITY &	7/9/2021	4008461	010	$	6,802.40
	7/15/2021	4008555	010	$	6,040.00
SILICON VALLEY SECURITY & Total				**$**	**12,842.40**
SILVIA ULLOA	7/9/2021	4008508	130	$	17.92
SILVIA ULLOA Total				**$**	**17.92**
SONJA BIGGS EDUCATIONAL SVCS	7/9/2021	4008491	080	$	4,485.65
	7/27/2021	4008646	080	$	4,485.65
SONJA BIGGS EDUCATIONAL SVCS Total				**$**	**8,971.30**
SPRINGBOARD COLLABORATIVE	7/23/2021	4008615	060	$	13,200.00
SPRINGBOARD COLLABORATIVE Total				**$**	**13,200.00**
SPURR	7/16/2021	4008583	010	$	3,321.23
SPURR Total				**$**	**3,321.23**
STATE OF CALIFORNIA	7/16/2021	4008584	010	$	384.00
STATE OF CALIFORNIA Total				**$**	**384.00**
STEVEN WAYNE DOTY	7/30/2021	4008682	050	$	500.00
STEVEN WAYNE DOTY Total				**$**	**500.00**
SUGIMURA FINNEY ARCHITECTS	7/23/2021	4008621	060	$	2,400.00
SUGIMURA FINNEY ARCHITECTS Total				**$**	**2,400.00**
SUNBELT RENTALS INC.	7/9/2021	4008509	050	$	789.50
SUNBELT RENTALS INC. Total				**$**	**789.50**
SUNBELT STAFFING LLC	7/9/2021	4008492	080	$	1,326.00
		4008535	080	$	6,109.25
	7/15/2021	4008567	080	$	9,833.25
	7/22/2021	4008602	080	$	9,479.75
SUNBELT STAFFING LLC Total				**$**	**26,748.25**
SYTECH SOLUTIONS INC.	7/27/2021	4008647	010	$	1,800.00
SYTECH SOLUTIONS INC. Total				**$**	**1,800.00**
TAMARA BERMUDES	7/9/2021	4008476	010	$	266.58
TAMARA BERMUDES Total				**$**	**266.58**
TEAMSTERS LOCAL #150	7/29/2021	4008651	010	$	5,940.00
TEAMSTERS LOCAL #150 Total				**$**	**5,940.00**
TEAMSTERS MANAGED TRUST FUNDS	7/16/2021	4008589	670	$	217,860.00

AP Check Register - Pivot Table Summary by Vendor
July 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
TEAMSTERS MANAGED TRUST FUNDS Total				**$**	**217,860.00**
THE PROPHET CORPORATION	7/9/2021	4008518	010	$	151.32
THE PROPHET CORPORATION Total				**$**	**151.32**
THE UNIVERSITY OF CHICAGO	7/30/2021	4008660	060	$	2,100.00
THE UNIVERSITY OF CHICAGO Total				**$**	**2,100.00**
THINK TOGETHER	7/30/2021	4008674	060	$	112,194.00
THINK TOGETHER Total				**$**	**112,194.00**
THU HONG THI TRAN	7/22/2021	4008603	010	$	212.53
THU HONG THI TRAN Total				**$**	**212.53**
TUTORWORKS INC.	7/16/2021	4008585	060	$	64,523.68
TUTORWORKS INC. Total				**$**	**64,523.68**
U.S. BANK	7/22/2021	4008604	010	$	7,946.47
			060	$	900.00
	7/23/2021	4008637	210	$	2,450.00
U.S. BANK Total				**$**	**11,296.47**
UNITED OF OMAHA	7/2/2021	4008443	010	$	634,306.00
UNITED OF OMAHA Total				**$**	**634,306.00**
UNITED PARCEL SERVICE	7/15/2021	4008556	010	$	150.45
UNITED PARCEL SERVICE Total				**$**	**150.45**
UNITEDHEALTHCARE INSURANCE	7/23/2021	4008639	670	$	20,673.00
UNITEDHEALTHCARE INSURANCE Total				**$**	**20,673.00**
VALLEY TRANSPORTATION AUTH.	7/9/2021	4008477	060	$	44.50
		4008484	060	$	2,050.00
VALLEY TRANSPORTATION AUTH. Total				**$**	**2,094.50**
VISION SERVICE PLAN	7/16/2021	4008595	670	$	11,847.78
VISION SERVICE PLAN Total				**$**	**11,847.78**
VISTA CENTER FOR THE BLIND &	7/9/2021	4008493	080	$	95.00
VISTA CENTER FOR THE BLIND & Total				**$**	**95.00**
W.W. GRAINGER INC.	7/9/2021	4008462	050	$	250.81
		4008510	010	$	973.31
		4008536	050	$	2,832.00
	7/15/2021	4008557	050	$	617.46
W.W. GRAINGER INC. Total				**$**	**4,673.58**
WARDS AUTO SUPPLY, INC	7/16/2021	4008586	010	$	1,890.94
WARDS AUTO SUPPLY, INC Total				**$**	**1,890.94**
WATER QUALITY PLUMBING INC	7/9/2021	4008519	050	$	350.00
WATER QUALITY PLUMBING INC Total				**$**	**350.00**
WEX Health Inc	7/27/2021	4008648	670	$	60.00
WEX Health Inc Total				**$**	**60.00**
WOODWIND & BRASSWIND INC.	7/9/2021	4008537	010	$	1,106.16
WOODWIND & BRASSWIND INC. Total				**$**	**1,106.16**
WOWZY CREATION CORP.	7/23/2021	4008631	010	$	875.45
WOWZY CREATION CORP. Total				**$**	**875.45**
WRIGHT, PAUL DENNIS	7/9/2021	4008478	010	$	410.36
WRIGHT, PAUL DENNIS Total				**$**	**410.36**
YENY ROSALES	7/9/2021	4008511	010	$	63.68
		4008542	010	$	183.77

AP Check Register - Pivot Table Summary by Vendor
July 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
YENY ROSALES Total				**$ 247.45**
YMCA OF SILICON VALLEY-	7/9/2021	4008538	060	$ 8,700.00
YMCA OF SILICON VALLEY- Total				**$ 8,700.00**
YMCA OF SILICON VALLEY	7/16/2021	4008587	010	$ 31,852.27
			060	$ 13,491.50
	7/23/2021	4008616	010	$ 33,074.52
			060	$ 54,758.38
YMCA OF SILICON VALLEY Total				**$ 133,176.67**
ZANE GRAY HAWKINS	7/29/2021	4008652	010	$ 4,035.83
ZANE GRAY HAWKINS Total				**$ 4,035.83**
Grand Total				**$ 4,054,749.26**

10.06

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 AREA, CSEA, Teamsters, Supervisory and Management/Confidential Calendars, 2021-2022.**

Staff Analysis:

District administration met with AREA, CSEA, Teamsters, Supervisory and Management/Confidential groups to develop coordinated calendars for the 2021-2022 school year.

Recommendation:

District administration is recommending that the Board of Trustees approve the 2021-2022 calendars.

Submitted by: Tereasa Smith Title: Director, Human Resources

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

10.06

Agenda Placement

Meeting: August 12, 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
AREA 2021-2022

0	JULY				
M	T	W	TH	F	
			1	2	
5	6	7	8	9	7/5 Fourth of July
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

13	AUGUST				
M	T	W	TH	F	
2	3	4	5	6	
9	10	★ 11	12	✦ 13	
✦ 16	17	18	19	20	
23	24	25	26	27	
30	31				

21	SEPTEMBER				
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	9/6 Labor Day
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

19	OCTOBER				
M	T	W	TH	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21*	22*	10/21-22 Fall Break
25	26	27	28	29	

15	NOVEMBER				
M	T	W	TH	F	
1	2	3	4	5	
8	9	10	11	12*	11/11 Veteran's Day
15	16	17	18	19	
22*	23*	24*	25	26	11/25 Thanksgiving Day
29	30				

13	DECEMBER				
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20*	21*	22*	23*	24	12/24 Christmas Day
27*	28*	29*	30*	31	12/31 New Year's Day

19	JANUARY				
M	T	W	TH	F	
3*	4	5	6	7	
10	11	12	13	14	
17	18	19	20	21	1/17 MLK
24	25	26	27	28	
31					

15	FEBRUARY				
M	T	W	TH	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22*	23*	24*	25	2/21 President's Day
28					

23	MARCH				
M	T	W	TH	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

15	APRIL				
M	T	W	TH	F	
				1	4/1 Cesar Chavez (Observed)
4	5	6	7	8	
11	12	13	14	15	
18*	19*	20*	21*	22*	4/18-4/22 Spring Break
25	26	27	28	29	

21	MAY				
M	T	W	TH	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				5/30 Memorial Day

8	JUNE				
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

	Legal Holiday
⬭	Local Holiday
*	Students Not In Attendance
✸	Starting/Ending Dates for Students

✦	Mandatory Teacher Work Days
180	Student Instructional Days
182	Teacher Work Days
★	New Teacher Institute

Board Approval: August 12, 2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CSEA 2021-2022

JULY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7/5 Fourth of July

AUGUST

M	T	W	TH	F
2	3	4 ★	5 ♦	6 ♦
9	10	11	12	13
16 ●	17	18	19	20
23	24	25	26	27
30	31			

8/5 Admin. Asst. Training
8/6 Office Asst. Training
8/16 Para In-service

SEPTEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

9/6 Labor Day

OCTOBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21*NWD	22*NWD
25	26	27	28	29

10/21 & 22 Non-work days for 9.5/10 month

NOVEMBER

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12*NWD
15	16	17	18	19
22*	23*	24*	25	26
29	30			

11/11 Veteran's Day
11/12 Non-work day 9.5 & 10 mo
11/25 Thanksgiving Day

DECEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23*	24
27*	28*	29*	30*	31

12/24 Christmas Day
12/31 New Year's Day

Legal Holiday
Local Holiday
* Students Not In Attendance
Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
3*	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1/17 MLK

FEBRUARY

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22*	23*	24*	25
28				

2/21 President's Day

MARCH

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18*	19*NWD	20*NWD	21*NWD	22*NWD
25	26	27	28	29

4/1 Cesar Chavez (Observed)
4/18 Spring Break
4/19-4/22 Non-work days for 9.5/10 month

MAY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

5/30 Memorial Day

JUNE

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15 ★	16	17
20	21	22	23	24
27	28	29	30	

✦ 1st & Last Day for School Admin. Asst.'s
★ 1st & Last Day for School Office Asst.'s
♦ Clerical In-service
● Paraeducator In-Service / 1st Day

Board Approval: August 12, 2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
TEAMSTERS 2021-2022

JULY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7/5 Fourth of July

AUGUST

M	T	W	TH	F
2	3	4	5	6
9	10 ♦	11	12	13
16 ★	17 ✦	18	19	20
23	24	25	26	27
30	31			

SEPTEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

9/6 Labor Day

OCTOBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21* NWD	22* NWD
25	26	27	28	29

10/21 & 22 Non-work day for 9.5/10 month

NOVEMBER

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12* NWD
15	16	17	18	19
22*	23*	24*	25	26
29	30			

11/11 Veteran's Day

11/12 Non work day for 9.5/10 month

11/25 Thanksgiving Day

DECEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23*	24
27*	28*	29*	30*	31

12/24 Christmas Day

12/31 New Year's Day

JANUARY

M	T	W	TH	F
3*	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1/17 MLK

FEBRUARY

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22*	23*	24*	25
28				

2/21 President's Day

MARCH

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18* NWD	19* NWD	20* NWD	21* NWD	22* NWD
25	26	27	28	29

4/1 Cesar Chavez (Observed)

4/18-4/22 Non-work days for 9.5/10 month

MAY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

5/30 Memorial Day

JUNE

M	T	W	TH	F
		1	2	3
6	7	8	9	10 ★
13 ♦	14	15	16	17
20	21	22	23	24
27	28	29	30	

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

✦ 1st & Last Day for CNA I (180 Days)

★ 1st & Last Day for CNA II (181 Days)

♦ 1st & Last Day for Bus Drivers (186 Days)

Board Approval: August 12, 2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SUPERVISORY 2021-2022

JULY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

7/5 Fourth of July

AUGUST

M	T	W	TH	F
2	3 ✦	4	5	6
9	10	11	12 ★	13
16	17	18	19	20
23	24	25	26	27
30	31			

SEPTEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

9/6 Labor Day

OCTOBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21* NWD	22* NWD
25	26	27	28	29

10/21 & 22 Non wk Day for 10 mo

NOVEMBER

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12* NWD
15	16	17	18	19
22*	23*	24*	25	26
29	30			

11/11 Veteran's Day

11/12 Non wk day/10 mo

11/25 Thanksgiving Day

DECEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23*	24
27	28*	29*	30*	31

12/27 Christmas Day

Legal Holiday

Local Holiday

* Students Not In Attendance

Starting/Ending Dates for Students

JANUARY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

1/3 New Year's Day

1/17 MLK

FEBRUARY

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22*	23*	24*	25
28				

2/21 President's Day

MARCH

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

APRIL

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18*	19*	20* NWD	21* NWD	22* NWD
25	26	27	28	29

4/1 Cesar Chavez (Observed)

4/18-20 Spr Bk 10 mo

4/18-19 Spr Bk 10.5 mo

4/20-22 Non Wk Days for 10.5 mo

MAY

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

5/30 Memorial Day

JUNE

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13 ★	14	15	16	17
20	21	22	23	24 ✦
27	28	29	30	

★ 1st & Last Day for Kitchen/Satellite Supervisors (185 Days)

12 Month Supervisor Work Year = 225 Days

10 Month Supervisor Work Year = 185 Days

10.5 Month Supervisor Work Year = 200 Days

✦ 1st & Last Day for 10.5 Month Supervisors (200 Days)

Board Approval: August 12, 2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
MANAGEMENT-CONFIDENTIAL 2021-2022

22	JULY				
M	T	W	TH	F	
			1	2	
5	6	7	8	9	7/5 Fourth of July
12	13	14	15	16	
19	20	21	22	23	
26	27	28	29	30	

22	AUGUST				
M	T	W	TH	F	
2	3	4	5	6	
9	★10	11	12	✦13	
✦16	17	18	19	20	
23	24	25	26	27	
30	31				

22	SEPTEMBER				
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	9/6 Labor Day
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

21	OCTOBER				
M	T	W	TH	F	
				1	
4	5	6	7	8	
11	12	13	14	15	
18	19	20	21*	22*	
25	26	27	28	29	

22	NOVEMBER				
M	T	W	TH	F	
1	2	3	4	5	
8	9	10	11	12*	11/11 Veteran's Day
15	16	17	18	19	
22*	23*	24*	25	26	11/25 Thanksgiving Day
29	30				

23	DECEMBER				
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20*	21*	22*	23*	24	
27	28*	29*	30*	31	12/27 Christmas Day

21	JANUARY				
M	T	W	TH	F	
3	4	5	6	7	1/3 New Year's Day
10	11	12	13	14	
17	18	19	20	21	1/17 MLK
24	25	26	27	28	
31					

20	FEBRUARY				
M	T	W	TH	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22*	23*	24*	25	2/21 President's Day
28					

23	MARCH				
M	T	W	TH	F	
	1	2	3	4	
7	8	9	10	11	
14	15	16	17	18	
21	22	23	24	25	
28	29	30	31		

21	APRIL				
M	T	W	TH	F	
				1	4/1 Cesar Chavez (Observed)
4	5	6	7	8	
11	12	13	14	15	
18*	19*	20*	21*	22*	4/18-4/22 Spring Break
25	26	27	28	29	

22	MAY				
M	T	W	TH	F	
2	3	4	5	6	
9	10	11	12	13	
16	17	18	19	20	
23	24	25	26	27	
30	31				5/30 Memorial Day

22	JUNE				
M	T	W	TH	F	
		1	2	3	
6	7	8	9	10	
13	14	15	16	17	
20	21	22	23	24	
27	28	29	30		

Legal Holiday
Local Holiday
* Students Not In Attendance
Starting/Ending Dates for Students

✦ Mandatory Teacher Work Days
■ Teacher Professional Development Days
★ New Teacher Institute

Board Approval: August 12, 2021

10.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/August 12, 2021.**

Staff Analysis:

This item includes recommendations such as new hires, leaves of absence, or other changes in employee status.

Recommendation:

District administration is recommending that the Board of Trustees approve the hiring of any new employee, and any change of status for existing employees.

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

To the Board of Trustees: **Recommend Approval**
10.07
Agenda Placement

Meeting: August 12, 2021
Regular Board Meeting
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – August 12, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**Change of Status:**		
	1. Bautista, Alejandra G	Administrative Assistant/State & Federal	07/19/2021
II.	**Personal Leave of Absence:**		
	1. Vidrio, Sonia	Data/Research Technician/Student Services	07/26/21-07/26/22
III.	**Contracted Employee:**		
	1. Boaz, Nichole	Jazz Instructor/VAPA	08/17/21-06/30/22
	2. Borceguin, Monique Valenzuela	Mariachi Instructor/Music Department	08/17/21-06/20/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
August 12, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. Employee Contracts:

1.	Wolford, Margaret	Test Examiner	01/04/2022-06/30/2022
2.	Clay, Theresa	Test Examiner	01/04/2022-06/30/2022

II. Short Term Student Counselor Services Agreement 2021/2022 School Year:

1. Ayon-Astorga, Yisel
2. Espinoza Garcia, Maria
3. Fung, Kelsey
4. Gonzalez, Andrea
5. Herrera, Jasmin
6. Lawson, William
7. Palomo, Mariela
8. Quintero, Barbara
9. Serrano, Erin

CERTIFICATED CHANGES OF STATUS:

III. Personal Leave of Absence:

1.	Brown, Anthony	PLOA 2020/21 Extension	07/01/2021-06/30/2022
2.	Ehlers, Maureen	Core/Ocala Steam Academy	07/01/2021-06/30/2022

IV. Initial Variable Term Credential Waiver Request:

1.	Orejel, Josefina	BCLAD Authorization

V. Variable Term Credential Waiver Renewal:

1.	Arnison, Ellen	BCLAD Authorization

VI. ED Code Assignment 44831 2021/22:

1.	Chan, Sarah	Speech Therapist/Special Education Department
2.	Schongut-Hendel, Graciela	Speech Therapist/Special Education Department

Under the provisions of this statute, the governing board of a school district or a county office of education may contract or employ an individual to provide speech and language services if the individual has verified the following: 1) master's degree in communicative disorders, 2) valid license issued by the Speech-Language Pathology and Audiology Board, 3) passage of the California Basic Educational Skills Test (CBEST), and 4) the criminal record summary pursuant to EC §44332.6.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.08

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **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

10.08

Agenda Placement

Meeting: August 12, 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
August 12, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Rene Sanchez	08/13/21- 06/30/22	Book Nook	$5,000.00	Provide all ARUSD students in grades K-5th a rigorous reading intervention. Book Nook will also provide professional development for teachers and administrators in person or virtually. Funding: Restricted
Academic Services Barbara Campbell	07/01/21- 06/30/22	E.L Achieve, Inc.	$32,475.00	Provide Constructing Meaning 5-day institute virtually for 50 elementary school teachers districtwide and 1 leadership strand for all site administrators. Funding: Restricted
Academic Services Barbara Campbell	07/01/21- 06/30/22	E.L Achieve, Inc.	$12,500.00	Provide Constructing Meaning 5-day institute virtually for 20 middle school teachers districtwide and 1 leadership strand for all site administrators. Funding: Restricted
Academic Services Rene Sanchez	08/13/21- 06/30/22	Levered Learning, Inc.	$25,000.00	Provide professional development, along with teacher access to the full math curriculum and access to instructional tools for ARUSD students in grades 3rd to 5th for the 2021-2022 SY. In addition, ARUSD will have free access to any and all 6th grade instructional tools that Levered develops on a pilot basis, at no charge. Services will be provided virtually. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Rene Sanchez	07/01/21- 06/30/22	Nearpod, Inc.	$1,800.00	Nearpod, Inc. will partner with ARUSD to support their technology and curriculum needs by merging intuitive instructional software and digitally native lessons backed by research-based design to support all teachers & administrators. Professional development for participating teachers is provided in a 2-hour session. Funding: Restricted
Academic Services Rene Sanchez	08/13/21- 06/30/23	New Tech Network	$28,800.00	Provide an innovative network and educational program resource for students at Sheppard Middle School. Support includes access to a learning management system, teacher coaching and online project based lessons. Services are offered in person or virtually to approximately 600 students. Year 1: $10,760, Year 2: $18,040 Funding: General
Academic Services Rene Sanchez	08/13/21- 06/30/22	Resource Area for Teaching (RAFT)	$27,500.00	ARUSD will partner with RAFT to provide districtwide teacher training, STEAM activities and kits, and support/host our annual STEAM Showcase. In addition, RAFT will support ARUSD with developing teacher and student centered Makerspaces. Services will be offered virtually or in person. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services Rene Sanchez	07/01/21- 06/30/22	Seesaw	$3,000.00	Seesaw will partner with ARUSD to support teachers with access to on-line, teacher created lessons and activities for all K-8 students, and a communication platform for students and families. Seesaw will provide virtual teacher professional development. Funding: Restricted
Academic Services Rene Sanchez	08/13/21- 06/30/22	Silicon Valley Mathematics Initiative, LLC.	$6,300.00	Provide professional development services to all teachers (grade TK-8), coaches, and administrators at all ARUSD school sites. Services will be offered virtually or in person. Funding: Restricted
Academic Services VAPPA Danelle Finnen	08/17/21- 06/30/22	Bay Area Women's Sport Initiative (BAWSI)	$10,000.00 NTE per site	Master Contract: Provides during and after school fitness and confidence building programs for girls in grades 2-8. Program includes leadership opportunities, confidence building and sports/fitness foundations activities and a game-day experience with female collegiate athletes. Funding: General
Academic Services VAPPA Danelle Finnen	08/01/21- 06/30/22	Community School of Music and Arts	$30,000.00 NTE per site	Master Contract: Provide visual art and/or music classes for the 2021-2022 SY. Students will participate in 1 - hour visual art session and 30 - minute music sessions. Services are available to all participating ARUSD students in grades TK – 8 in person or virtually. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	08/13/21- 06/30/22	Bosco Instruction Services, Inc.	$85,000.00	Provide small scale repairs such as: flooring, fencing, site demo/ cleanup and painting districtwide on an as needed basis. Funding: Restricted
Maintenance Ed Villarreal	08/13/21- 06/30/22	Jet Mulch, Inc.	$84,000.00	Provide delivery and installation of mulch, include installing engineer wood fiber in each of the schools play boxes needed districtwide. Funding: Restricted
Maintenance Ed Villarreal	08/13/21- 06/30/22	Khai Heating & Air Conditioning, Inc.	$88,000.00	Provide Service Repair and Maintenance of HVAC and Airedale Units at district facilities. Funding: Restricted
Maintenance Ed Villarreal	08/13/21- 06/30/22	Precision Concrete Cutting	$84,0000.00 NTE	Eliminate asphalt trip hazards by cutting and leveling access areas districtwide. Funding: Restricted
Maintenance Ed Villarreal	08/13/21- 06/30/22	Rollins, Inc. dba: Orkin LLC.	$21,000.00	Provide pest control treatment for all interior and exterior kitchens and cafeterias districtwide Funding: Restricted
Maintenance Ed Villarreal	07/01/21- 12/30/21	Silicon Valley Security and Patrol, Inc.	$45,000.00	Provide overnight security patrol seven days a week, 9pm-6am. Services provided on weekends and holidays. Coverage includes mobile and walking the facilities districtwide. Funding: General
Maintenance Ed Villarreal	08/13/21- 06/30/22	Water Quality Plumbing, Inc.	$44,000.00	Provide emergency support and repairs related to plumbing such as inspection, copper re-pipping, sewer repairs, water conditioning and purification for remodeling and new construction. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	07/01/21- 06/30/22	Beacon School	$55,856.00	Beacon school is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability a nonpublic school placement is recommended. Funding: Special Education
Special Education Anthony Colonna	07/01/21- 06/30/22	The Reilly Behavioral Group, LLC.	$25,000.00	Provide ongoing training, direct services, parent support, assessments, data analysis and program support to students diagnosed with autism. These services assist the district in developing and maintaining defensible programs for students with autism. Funding: Special Education
State & Federal Sandra Garcia	07/01/21- 06/30/22	Citizen Schools	$75,132.10	Provide a hands-on learning experience through 10 weeks of apprenticeship classes partnering with industry professionals as volunteer mentors at Adelante & Hubbard schools. During these 10 weeks, students will gain content knowledge along with mastery of 21st Century skills. Funding: Restricted
State & Federal Sandra Garcia	07/01/21- 06/30/22	Cityspan Technologies, Inc.	$14,500.00	Cityspan supports ARUSD with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	07/01/21- 06/30/22	Little Heroes	$28,000.00 NTE per site	Master Contract: Provide youth development programs at various elementary schools in ARUSD to support and enrich student learning. Little Heroes staff is prepared to provide on-site or virtual programing, Monday – Friday, 9am - 5pm with exact hours to be mutually agreed upon with individual sites. Funding: N/A
Student Services Norma Flores	09/01/21- 06/30/22	Asian Americans for Community Involvement (AACI)	No Cost	Provide Behavioral Health Services and Substance Use Prevention (Friday Night Live) programs at selected school sites within ARUSD. Materials are provided by AACI. Services are offered to all grade levels on site or virtual. Funding: N/A
Student Services Norma Flores	08/13/21- 06/30/24	Assistance League of San Jose-Operation School Bell	No Cost	The Assistance League of San Jose will furnish a designated number of two set of uniforms and two pairs of socks to students in need until designated program funds are exhausted for the next three school years. Funding: N/A
Student Services Norma Flores	08/13/21- 06/30/24	Assistance League of San Jose-Readers and Leaders	No Cost	Master Contract for "Readers are Leaders" program. Agency will furnish volunteers to read to students grades 2nd and 3rd. All books and props will be donated to families. Program is open to all elementary schools wanting to participate. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	07/09/21- 06/30/22	Maxim Healthcare Services, Inc.	$20,000.00	Provide LVN services to all ARUSD students grades TK-8 with medical needs such as diabetes. Funding: General
Student Services Norma Flores	08/13/21- 06/30/22	Pure Edge, Inc.	$1,500.00 per session after first 10 free sessions	The agency will strive to improve the life of educators by teaching strategies to achieve success through breathing exercies, yoga and wellness courses. These strategies support social, emotional and academic development. Funding: N/A
Maintenance Ed Villarreal	07/01/21- 12/31/21	The Home Depot Pro	$90,000.00	Addendum No. 1 to contract #C1819105 for the purchase of custodial materials and supplies to be used districtwide. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22490

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Book Nook

   Address: 548 Market St., SMB 98100 City: San Francisco State: CA Zip: 94104

   Phone: (920) 606-3730 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

   Book Nook will provide all ARUSD students in grades K-5 a rigorous reading intervention.

   Book Nook will also provide professional development for teachers and administrators in person or virtually.

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

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

   X b. **Other:** $ 5,000.00 (describe rate agreement) _____

   Budget code: 060-3010-0-5846-00-1110-1000-000000-360-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$5,000.00	Title I	

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

BookNook

Quote Information

Company Address	548 market st, smb 98100 San Francisco, CA 94104 US	Created Date	7/26/2021
		Expiration Date	9/15/2021
		Quote Number	00001238
Prepared By	Kanesha Barnes	Contact Name	Sarah Husain
Email	kanesha@booknooklearning.com	Email	sarah.husain@arusd.org
Bill To Name	Alum Rock Unified School District		
Bill To	2930 Gay Ave San Jose, CA 95127 United States		

Line Items

Product	List Price	Quantity	Subtotal	Line Item Description	Total Price
Large School Training & Implementation	$1,500.00	5.00	$5,000.00	Training and ongoing support	$5,000.00

Total Price $5,000.00

Acceptance of Quote/Agreement to Payment

This quote is governed by the terms and conditions of the BookNook Services Agreement found at https://www.booknooklearning.com/online-agreement (the "Online Agreement"), and by signing this quote, Customer agrees to the terms and conditions set forth in the Online Agreement and such terms are deemed to be incorporated by reference herein. Notwithstanding the foregoing, if Customer has executed a written contract with BookNook with respect to the BookNook Solution and related services (if any), that written contract, and not the Online Agreement, will govern. Capitalized terms used herein but not defined herein shall have the meanings ascribed to them in the Online Agreement or Written Contract, as applicable.

The Fees set forth above will be invoiced promptly following execution of this quote and are payable in accordance with the Written Contract or Section 3 of the Online Agreement, as applicable.

By signing below, the signer represents and warrants that he/she has the authority to bind his/her respective company on whose behalf this quote is being signed, effective as of the date set forth below.

Name (Printed) _____

Signature _____

Organization _____

Date _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21602

PROGRAM MANAGER: Barbara Campbell

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

   Name of Individual/Company: E.L. Achieve, Inc.

   Address: 2450 La Mirada Dr. City: Vista State: CA Zip: 92081

   Phone: (760) 290-3461 Email Address: libby@elachieve.org

   SSN: _____ or Fed I.D. #: 26-1824848

   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:

   E.L. Achieve, Inc. will provide Constructing Meaning 5-day institute virtually for 50 elementary school teachers district wide and 1 leadership strand for all site administrators. (09/18/21, 09/25/21, 10/16/21, 11/06/21, 12/04/21 plus 1 leadership day 01/26/22)

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:** $32,475.00 (describe rate agreement) _____

   Budget code: 060-4203-0-5846-00-4760-1000-000000-305-1521

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$32,475.00	Title III	

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

Agreement

E.L. Achieve
Creating Effective Systems for English Learners

Contact	Libby Flores	Email	libby@elachieve.org
Phone	760-290-3461	Fax	(831) 536.1616

Agency	Alum Rock Union School District Representative		
Address	2930 Gay Ave.		
City, State, Zip	San Jose	CA	95127
Email	hilaria.bauer@arusd.org		
Agency Contact	Dr. Hilaria Bauer	Phone	408-928-6800

Services provided

Elementary Constructing Meaning Institute
See attached Service Fees for related costs
Teacher Day 1 - Saturday, September 18
Teacher Day 2 - Saturday, September 25
Teacher Day 3 - Saturday, October 16
Teacher Day 4 - Saturday, November 6
Teacher Day 5 - Saturday, December 4

Combined Leader Day on Wednesday, January 26, 2022

- Symposium attendance - Spring 2022
- Leadership Seminar and Administrator Strand attendance - Summer 2022

Materials/supplies:

Use E.L. Achieve Partner District Order Form to purchase:
- Elementary Constructing Meaning Handbook (Hard copy and eBook license) - CM137 (one per participant)
- E.L. Achieve Primary K-2 Support Kit - ACHV310 **AND/OR**
- E.L. Achieve Elementary 3-6 Support Kit - ACHV320

Services fee: $32,475.00 plus actual travel expenses as invoiced, estimated at $0 +/- (virtual)

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative		ARUSD Representative
Libby Flores	07/28/2021	Dr. Hilaria Bauer
Printed Name		Printed Name
Title:	Chief Operating Officer	Title: Superintendent
EIN:	26-1824848	Date:

REV 2/2018

Service Fees for Building District Capacity (21-50 participants)

E.L. Achieve
Creating Effective Systems for English Learners

Elementary CM	Costs	Estimated travel*	Additional District costs not included
Initial Institute			
Combined Elementary and Secondary CM Instructional Leader Day - one day of support for administrators and instructional leaders (up to 20 participants, one presenter)	$2,500.00	Virtual	Guide to Leading the Intiative
Teacher Strand - five-day Institute (21 to 50 participants, two presenters)	$22,500.00	Virtual	Institute Handbooks, Content Modules, Support Kits, Instructional Units, Substitutes
Supporting Implementation			
Two-day Symposium (five participants)	$2,475.00	-	Travel, Substitutes
Annual Partnership Renewal:			
Annual Partnership Renewal (1-year subscription)	$5,000.00	-	
Launching Year Totals	**$32,475.00**	**$0.00**	
		$32,475.00	**Total w/ estimated travel included**

Costs per additional participant:

Two-day Symposium	$495.00		Travel, Substitutes
Five-day Leadership Seminar: Teacher Leader Strand	$2,200.00		Travel, Substitutes
Five-day Leadership Seminar: Administrator Leader Strand	$2,200.00		Travel, Substitutes

*Districts invoiced only for services rendered. Please note, registration fees are subject to change.

REV 11/2019

E.L. Achieve

Partner System Assurances

Systems establishing a partnership with E.L. Achieve commit to building capacity throughout the organization.

The Lead (Assistant Superintendent/Director of E.L. Services) will serve as the primary contact and collaborator with E.L. Achieve to lead and sustain implementation of the initiative(s).

Partners agree to:

Participate in Core Services

1. **Initial Institute**
   Learn to implement the initiative
   - **Teacher Strand:** Sufficient cohorts for system-wide implementation
   - **Instructional Leader Strand:** System and site leaders, including principals, vice principals, and coaches responsible for implementation
2. **Annual Spring Symposium**
   Robust team of system and site leaders – including principals, vice principals, coaches, and teacher leaders – continue to deepen knowledge to sustain the initiative(s).
3. **Summer Leadership Seminar**
   Build capacity to lead the initiative(s)
   - **Teacher Leader Strand:** Sufficiently large team of teacher leaders who will facilitate ongoing learning and collaboration
   - **Administrator Strand:** System and site administrators who lead the initiative and plan for ongoing support

Commit to Implementation Support

1. **Dedicate Resources for Ongoing Support**
   Provide regular, dedicated time with system and site leaders to take stock of initiative implementation and plan for effectively sustaining the work using *Refining Our Practice* tools.
2. **Renew Annual Partnership**
   Commit to an annual renewal fee to maintain access to online resources – including instructional and planning tools – plus ongoing support from the E.L. Achieve team.

Honor Presenter Agreements

1. Use only E.L. Achieve-certified presenters for in-house institutes.
   a. Refrain from allowing participants from other systems to attend institutes, either for a fee or gratis.
   b. Refer requests from other systems for seats in institutes to E.L. Achieve.
2. Support in-house leadership through peer collaboration, consistent use of website resources and tools, and calling upon the E.L. Achieve team, as needed.

Use E.L. Achieve Materials Appropriately

1. Refrain from photocopying or sharing materials and electronic files without permission. This includes PowerPoint files, Google documents, handbook contents, instructional materials, and any document downloaded from or posted on the password-protected website.

   If partners would like to post documents on the system's password-protected intranet, they may submit a written request to E.L. Achieve.

2. System staff may not offer services using E.L. Achieve materials at conferences or to other districts, either for a fee or gratis.

   If partners would like to present at a conference using E.L. Achieve materials, they may submit a written request to E.L. Achieve.

E.L. Achieve will provide:

1. Comprehensive professional development for teachers and administrators to sustain system-wide implementation of Systematic ELD and/or Constructing Meaning
2. Teacher resources for implementation, including instructional materials, tools, and student resources
3. Access to newsletters, blogs, and continuing learning events, including webinars and annual Symposia
4. Website resources for all institute participants, including videos, tools, and a virtual community of educational experts and peers
5. Readily available, virtual technical assistance to support planning and implementation (e.g., communication and monitoring, ongoing learning sessions, problem-solving, etc.)

Initiative/s:

☐ **K-12 Systematic ELD**

☐ **Elementary Constructing Meaning**

☐ **Secondary Constructing Meaning**

System Name: _____ City/State: _____

Program Lead: _____ Program Lead Title: _____
Name — Director, Coordinator, or District TOSA/Coach

System Lead: _____ System Lead Title: _____
Name — Assistant Superintendent or Director

System Lead Signature: _____ Date: _____

E.L. Achieve Signature: _____ Date: _____

© 2021 E.L. Achieve

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21602

PROGRAM MANAGER: Barbara Campbell

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

   Name of Individual/Company: E.L. Achieve, Inc.

   Address: 2450 La Mirada Dr. City: Vista State: CA Zip: 92081

   Phone: (760) 290-3461 Email Address: libby@elachieve.org

   SSN: _____ or Fed I.D. #: 26-1824848

   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:

   E.L. Achieve, Inc. will provide Constructing Meaning 5-day institute virtually for 20 middle school teachers district wide and 1 leadership strand for all site administrators. (09/18/21, 09/25/21, 10/16/21, 11/06/21, 12/04/21 plus 1 leadership day 01/26/22)

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:** $ 12,500.00 (describe rate agreement) _____

   Budget code: 060-4203-0-5846-00-4760-1000-000000-305-1521

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$12,500.00	Title III	

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

Agreement

E.L. Achieve
Creating Effective Systems for English Learners

Contact	Libby Flores	Email	libby@elachieve.org
Phone	760-290-3461	Fax	(831) 536.1616

Agency	Alum Rock Union School District Representative
Address	2930 Gay Ave.
City, State, Zip	San Jose CA 95127
Email	hilaria.bauer@arusd.org
Agency Contact	Dr. Hilaria Bauer Phone 408-928-6800
Services provided	Secondary Constructing Meaning Institute See attached Service Fees for related costs Teacher Day 1 - Saturday, September 18 Teacher Day 2 - Saturday, September 25 Teacher Day 3 - Saturday, October 16 Teacher Day 4 - Saturday, November 6 Teacher Day 5 - Saturday, December 4 Combined Leader Day on Wednesday, January 26, 2022 - Symposium attendance - Spring 2022 - Leadership Seminar and Administrator Strand attendance - Summer 2022
Materials/supplies:	Use E.L. Achieve Partner District Order Form to purchase: - Secondary CM Handbooks (Hard copy and eBook license) - CM150 (one per participant) - SecCM Content Module - Science, CM150-10 - SecCM Content Module - Language Arts, CM150-20 - SecCM Content Module - Social Studies, CM150-30 - SecCM Content Module - Math, CM150-40 - Secondary CM Support Kit (English) - CM300 **OR** - Secondary CM Support Kit (Spanish) - CM310 **OR** - Secondary CM Support Kit (Math) - CM320 - Secondary CM Language Arts Units (optional)
Services fee:	$12,500.00 plus actual travel expenses as invoiced, estimated at $0 +/- (virtual)

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative		ARUSD Representative
Libby Flores	07/28/2021	Dr. Hilaria Bauer
Printed Name		Printed Name
Title:	Chief Operating Officer	Title: Superintendent
EIN:	26-1824848	Date:

REV 2/2018

Service Fees for Building Capacity (fewer than 20 participants)

E.L. Achieve
Creating Effective Systems for English Learners

Secondary CM	Costs	Estimated travel*	Additional costs not included
Initial Institute			
Teacher Strand - five-day Institute (fewer than 20 participants)	$12,500.00	Virtual	Institute Handbooks, Content Modules, Support Kits, Instructional Units, Substitutes
Launching Year Totals	**$12,500.00**	**$0.00**	
		$12,500.00	**Total w/ estimated travel included**
Costs per additional participant:			
Two-day Symposium	$495.00		Travel, Substitutes
Five-day Leadership Seminar: Teacher Leader Strand	$2,200.00		Travel, Substitutes
Five-day Leadership Seminar: Administrator Leader Strand	$2,200.00		Travel, Substitutes

*Districts invoiced only for services rendered. Please note, registration fees are subject to change.

REV 11/2019

E.L. Achieve

Partner System Assurances

Systems establishing a partnership with E.L. Achieve commit to building capacity throughout the organization.

The Lead (Assistant Superintendent/Director of E.L. Services) will serve as the primary contact and collaborator with E.L. Achieve to lead and sustain implementation of the initiative(s).

Partners agree to:

Participate in Core Services

1. **Initial Institute**
   Learn to implement the initiative
   - **Teacher Strand:** Sufficient cohorts for system-wide implementation
   - **Instructional Leader Strand:** System and site leaders, including principals, vice principals, and coaches responsible for implementation
2. **Annual Spring Symposium**
   Robust team of system and site leaders – including principals, vice principals, coaches, and teacher leaders – continue to deepen knowledge to sustain the initiative(s).
3. **Summer Leadership Seminar**
   Build capacity to lead the initiative(s)
   - **Teacher Leader Strand:** Sufficiently large team of teacher leaders who will facilitate ongoing learning and collaboration
   - **Administrator Strand:** System and site administrators who lead the initiative and plan for ongoing support

Commit to Implementation Support

1. **Dedicate Resources for Ongoing Support**
   Provide regular, dedicated time with system and site leaders to take stock of initiative implementation and plan for effectively sustaining the work using *Refining Our Practice* tools.
2. **Renew Annual Partnership**
   Commit to an annual renewal fee to maintain access to online resources – including instructional and planning tools – plus ongoing support from the E.L. Achieve team.

Honor Presenter Agreements

1. Use only E.L. Achieve-certified presenters for in-house institutes.
   a. Refrain from allowing participants from other systems to attend institutes, either for a fee or gratis.
   b. Refer requests from other systems for seats in institutes to E.L. Achieve.
2. Support in-house leadership through peer collaboration, consistent use of website resources and tools, and calling upon the E.L. Achieve team, as needed.

Use E.L. Achieve Materials Appropriately

1. Refrain from photocopying or sharing materials and electronic files without permission. This includes PowerPoint files, Google documents, handbook contents, instructional materials, and any document downloaded from or posted on the password-protected website.

   If partners would like to post documents on the system's password-protected intranet, they may submit a written request to E.L. Achieve.

2. System staff may not offer services using E.L. Achieve materials at conferences or to other districts, either for a fee or gratis.

   If partners would like to present at a conference using E.L. Achieve materials, they may submit a written request to E.L. Achieve.

E.L. Achieve will provide:

1. Comprehensive professional development for teachers and administrators to sustain system-wide implementation of Systematic ELD and/or Constructing Meaning
2. Teacher resources for implementation, including instructional materials, tools, and student resources
3. Access to newsletters, blogs, and continuing learning events, including webinars and annual Symposia
4. Website resources for all institute participants, including videos, tools, and a virtual community of educational experts and peers
5. Readily available, virtual technical assistance to support planning and implementation (e.g., communication and monitoring, ongoing learning sessions, problem-solving, etc.)

Initiative/s:

☐ **K-12 Systematic ELD**

☐ **Elementary Constructing Meaning**

☐ **Secondary Constructing Meaning**

System Name: _____ City/State: _____

Program Lead: _____ Program Lead Title: _____
Name — Director, Coordinator, or District TOSA/Coach

System Lead: _____ System Lead Title: _____
Name — Assistant Superintendent or Director

System Lead Signature: _____ Date: _____

E.L. Achieve Signature: _____ Date: _____

© 2021 E.L. Achieve

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Levered Learning, Inc.

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

   Phone: (831) 288-2018 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

   Levered Learning, Inc. will provide professional development, along with teacher access to the full math curriculum and access to instructional tools for ARUSD students in grades 3rd to 5th for the 2021-2022 school year. In addition, ARUSD will have free access to any and all 6th grade instructional tools that Levered develops on a pilot basis, at no charge. Services will be provided virtually.

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

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

   X b. **Other:** $ 25,000.00 (describe rate agreement) _____

   Budget code: 010-0000-0-5815-00-1110-1000-000000-305-5310

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$25,000.00	LCAP	

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

Alum Rock Union School District 21-22 PD

Alum Rock Union Elementary
2475 Van Winkle Ln
San Jose, CA 95116
Santa Clara

Jason Sorich
Educational Technology Administrator
jason.sorich@arusd.org
408-928-6528

Reference: 20210701-125849791
Quote created: July 1, 2021
Quote expires: August 21, 2021
Quote created by: Joshua Bradley
Co-founder/CTO
jbradley@levered.com
+1 (541) 601-7144

Products & Services

Item & Description	Quantity	Unit Price	Total
Professional Development	1	$25,000.00 / year	$25,000.00 / year for 1 year

Subtotals

Annual subtotal	$25,000.00
Total	**$25,000.00**

Purchase Terms

Professional Development includes initial onboarding and training for every teacher to be delivered electronically and follow-up trainings delivered at the site/individual teacher level. Support materials will be available electronically in the form of videos. Ongoing support and implementation guidance will be handled through our Customer Success team throughout the year.

Questions? Contact me



Joshua Bradley
Co-founder/CTO
jbradley@levered.com
+1 (541) 601-7144

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

Scope of Work
ARUSD 2021-'22 School Year
Professional Development

The contractor (Levered Learning) is to provide professional development to support the integration of Levered's instructional tools as part of a balanced approach to math instruction for grades 3-5. The goal of these professional development sessions will be to ensure that teachers have the training necessary to maximize the impact of Levered's standards-aligned instructional tools on student learning.

Professional development will be delivered in the form of up to 4 formal onboarding sessions of 60 minutes in length, as well as up to 8 follow-up P.D. sessions of 30 minutes in length, all to take place via Zoom or a comparable video conferencing platform.

The contractor will also provide training as needed for 3rd-5th grade teachers who are new to the district or assigned to positions at grades 3-5 mid-year at no additional charge.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22418

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Nearpod Inc.

   Address: 1855 Griffin Rd., Suite A-290 City: Dania Beach State: FL Zip: 33004

   Phone: (855) NEARPOD Email Address: Natalib@nearpod.com

   SSN: _____ or Fed I.D. #: 46-0993679

   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:

   Nearpod, Inc will partner with ARUSD to support their technology and curriculum needs by merging intuitive instructional software and digitally native lessons backed by research-based design to support all teachers & administrators. Professional Development for participating teachers is provided in a 2-hour session.

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

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

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

   Budget Code: 060-3010-0-5846-00-1110-1000-000000-360-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$1,800.00	Title I	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

nearpod

Quote ID: 159091



Sales Order

Sales Order For:

Jason Sorich
ALUM ROCK UNION ELEMENTARY
2930 GAY AVE
SAN JOSE, California 95127
UNITED STATES

Nearpod Contact:

Talia Hoffman
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004

Service Start: 05/18/2021 **Service End:** 06/30/2022

Description	Quantity	Total
Online Training: Webinar: Up to 2-hour session with a Nearpod Trainer for up to 50 participants.	4 - sessions	$1,800.00
	Total	(USD) $1,800.00

Nearpod Confidential. All rights reserved.

Terms

This Sales Order is valid until: 6/30/2021
Service will run from 06/30/2021 until 06/30/2022, or from when customer is first provided access to the purchased service(s) for a length of time equal to the time between the Start Date and End Date, whichever is later. The agreed upon price for this timeframe is (USD) $1,800.00.

Nearpod price quotes are confidential, unless disclosure is required by subpoena or state law. Education List Pricing is only available for PreK-12 Education customers. Please submit this price quote attachment with your Purchase Order. Tax-exempt customers should include their tax-exempt number on their Purchase Order.

This Sales Order covers the Nearpod and/or Flocabulary Services described herein and is governed by the Nearpod Terms and Conditions available online at: https://nearpod.com/terms-conditions, the Nearpod Privacy Policy available online at: https://nearpod.com/privacy-policy, the Flocabulary Terms of Use available online at: https://flocabulary.com/terms-of-use/, and the Flocabulary Privacy Policy available online at: https://flocabulary.com/privacy-policy/, as applicable.

Free Training Resources
Access to daily public webinars, on-demand webinars and how-to resources and videos can be accessed here: http://nearpod.com/resources

Customers providing a Purchase Order are required to remit payment within 30 days of invoicing. Otherwise, payment is required within 7 business days. Failure to remit payment may cause a disruption in service. By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Sales Order and any documents incorporated herein.

If you are a Tax-exempt customer, please include your Sales Tax-Exempt Certificate with signed documents/proof of payment. Otherwise, applicable tax will be included in your invoice.

Purchase Order

Please provide PO#: _____

Credit Card

Please provide email address secure payment link should be sent to: _____

Exp: _____

Name on card: _____

Check, ACH or Wire

Name: Dr. Hilaria Bauer

Signature: _____

Date: _____

Tax Exempt #: _____

Purchase Orders should be addressed to:
Nearpod, Inc
1855 Griffin Rd. Suite A-290
Dania Beach, FL 33004
Email: taliah@nearpod.com or FAX: +1 305-655-1999

Nearpod Confidential. All rights reserved.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22419

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: New Tech Network

   Address: 1250 Main St., Suite 100 City: Napa State: CA Zip: 94559

   Phone: (707) 253-6951 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 2021 end date June 30, 2023

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

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

   New Tech Network provides an innovative network, and educational program resource for students at Sheppard Middle School. Support includes access to a learning management system, teacher coaching, and online project based lessons. Services are offered in person or virtually to approximately 600 students.

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

   _____ 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:** $28,800.00 (describe rate agreement) Year 1 - $10,760 Year 2 - $18,040

   Budget code: 010-0000-0-5815-00-1110-1000-000000-305-5310

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$28,800.00	LCAP	

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

New Tech Network

June 3, 2021

Sheppard Middle School
480 Rough & Ready Road
San Jose, CA 95133

Dear Jackie Montejano,

We look forward to continuing to support your school community. Continuation is an annual commitment that extends your connection to New Tech Network and provides your school with products and services customized to support your focus area for growth. This letter addresses **Sheppard Middle School**'s ("New Tech School") continued membership in the New Tech Network (NTN) during the 2021-23 school years.

This 2-year continuation agreement is designed to create a community structure that allows for regular interactions between your team, the broader network of NTN schools, and the expertise of NTN national staff. The services, as identified through submission of the Continuation worksheet, are designed to keep your school plugged into our Network's innovations and most current thinking around leadership and PBL design.

The continuation services will be provided by New Tech Network, Inc., a California nonprofit corporation ("New Tech Network" or "NTN"). The services provided by NTN are set out in the Continuation Schedule of Services. The duration of this continuation agreement extends from July 1, 2021 through June 30, 2023.

New Tech Network is continually seeking to improve our network of innovative schools. As a result of this and other improvements, from time to time, NTN will update and revise the policies that apply to participation in the New Tech Network. NTN's most recently updated policies have been incorporated as part of this letter are set out in the Continuation Terms and Conditions.

If you agree with the terms of this Continuation Letter, the Continuation Services ("Exhibit A"), the Continuation Fees ("Exhibit B"), and the Continuation Terms and Conditions ("Exhibit C"), please sign Exhibit B and return the complete agreement via email to Lisa Caldwell, Contract and CRM Coordinator, at lcaldwell@newtechnetwork.org on or before June 30, 2021.

Sincerely,

Tim Presiado
Chief Operating Officer

New Tech Network

Continuation Services
Exhibit A

NTN Continuation Community

The community focuses on establishing connections, collaboration, and improvement with developmentally similar schools across our network and is a core service for schools in Continuation.

The Continuation Community includes:

- **One-on-one virtual leadership team meetings** with a New Tech coach, whose responsibility is to serve as a thought partner, resource gatherer, and connector amongst New Tech schools. Occurs every other month.
- **Community Studio Sessions** are 1-hour virtual learning opportunities focused on themes raised during the 1:1 discussions. Community Studio Sessions create space to analyze, think through, and collaborate with other New Tech leaders concerning shared challenges and best practices consistent across our network. School and teacher leaders are encouraged to attend and participate in an unlimited number of Studio Sessions. Occurs every other month with a variety of sessions offered.

Leadership Team Meetings

SY2021-22:
1:1 virtual meetings (Aug – May)

SY2022-23:
1:1 virtual meetings (Aug – May)

Community Studio Sessions

SY2021-22:
1-hour virtual sessions (Aug – May)

SY2022-23:
1-hour virtual sessions (Aug – May)

NTN School Coaching

Onsite & Virtual Coaching Days
School coaching provides specialized and custom support based on the needs of the school. The learning developed by an NTN coach may include 1:1 coaching with teachers, classroom observations, professional development, and reflective/goal setting activities.

Outcomes could include:

- Assess the current reality of the NTN school.
- Support staff needs through 1:1 coaching with leaders or large group learning with teachers.
- Co-develop next steps to foster growth with all aspects of implementing the New Tech model.
- Strategic planning work with school leadership teams.
- Re-aligning with the fundamentals of the NTN model.

A single **onsite** coaching visit reflects a total of 4.5 days of NTN support (1 onsite day, 1 day of travel, and 2.5 days of preparation, follow-up, and remote support).
A single **virtual** coaching visit reflects a total of 3.5 days of NTN support (1 virtual day, 2.5 days of planning and follow-up support).

Onsite Coaching

SY2021-22: 0

SY2022-23: 0

Virtual Coaching

SY2021-22: 1 day virtual

SY2022-23: 1 day virtual

District may purchase additional coaching services, pending availability, for a fee determined by New Tech Network.

Echo Student Licenses

Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and high differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo's unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.

Echo integrates with Google tools at the discretion of the School at no additional cost. External learning tools can also be connected to Echo using LTI standards. Echo can be simplified for schools that need a more traditional learning management system providing a single platform for diverse schools and district needs.

SY2021-22	SY2022-23
180 Students	170 Students

District may purchase additional student Echo licenses for a fee determined by New Tech Network.

Echo Staff Licenses w/Content and Community Access

New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support.

- **Resource Library** - NTN's Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.
- **Project Library** - A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.
- **NTN Slack Community** - The NTN Slack Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.
- **Ask a Coach** - Provides teachers and school leaders with access to NTN coaching services. Pose a question, ask for resources, request PBL unit design help, or get some feedback from our highly trained school design and instructional coaches.

SY2021-22	SY2022-23
6 Staff	6 Staff

District may purchase additional teacher Echo access for a fee determined by New Tech Network.

NTN Events

- Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Continuation Fee Schedule.
- Travel and lodging costs to and from tours, trainings, events and conferences are always the responsibility of the District. Selected meals will be provided for designated number of participants in all tours, trainings, events, and conferences.
- District is responsible for filling all allotted participant slots at events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferrable between event types or contract years.
- Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.

SY2021-23 Events	# of Participants
Beyond NTAC - 2021 This past year has made clear that the future for our students demands resilience - and we've witnessed New Tech educators meet this challenge. With many teaching in new learning environments, NTN educators offered new ways for students to grapple with the complex challenges that face our society, all while promoting inclusion and emotional support. This is the moment to take what we have learned, crafted and accomplished - and together, Thrive Forward. Join us for Beyond NTAC 2021, our largest annual event, July 19-22, 2021. We will gather virtually to reflect, renew and connect as we explore how educators in our network can build systems and practices for students to Thrive Forward.	SY2021-22: 0
New Tech Annual Conference (NTAC) - 2022 The Network's marquee professional learning event includes a range of innovative sessions and provides principals, teachers, and staff an opportunity to continually sharpen skills, share best practices, and network with like-minded professionals from around the country. Provides registration, select meals, all general conference sessions, access to specialized tracks, and access to all materials and resources.	SY2022-23: 0
National Leadership Summit This event convenes school and district leaders from across our network for a summit to engage in new learning together. The event focus is informed by the needs of our leaders around key challenges and opportunities of leading a New Tech school. These convenings are designed to foster community amongst our network members, affording multiple opportunities to develop leadership mindsets for deeper learning and learn tangible practices that will guide their New Tech Network school on a path of continuous improvement.	SY2021-22: 0 total Fall 2021 – 0 Spring 2022 – 0 SY2022-23: 1

Provides registration and access to all materials and resources. SY2021-22 events will be held virtually; SY2022-23 is planned as an in-person event.	

NTN School Workshops

A workshop topic of focus may be exchanged to a different topic, provided adequate advance notice is available prior to workshop scheduling. Contact your NTN coach or NTN workshop coordinator to request. All requests considered but not guaranteed.

Math Workshop This workshop will focus on elements of a successful math classroom, tailored specifically for elementary and/or secondary teachers. The workshop will emphasize three shifts for NTN math teachers: • Discourse • Inquiry • Student confidence Participants will experience a problem-based learning lesson. By the end of the workshop, teachers will have the tools to effectively plan a quality problem with structures and routines that support discourse, increase student confidence, and develop equitable group work structures. A maximum of 30 participants; additional attendees will incur additional fees.	<u>Virtual Workshop</u> SY2021-22: 1 day virtual SY2022-23: 1 day virtual

District may purchase additional school workshops, pending availability, for a fee determined by New Tech Network.

NTN Data Services

NTN data services to School and District includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate. The survey suite includes up to 5 different survey options and serves as a formative assessment measure for our schools.
- New Tech Network provides access to information on college enrollment and persistence through the National Student Clearinghouse, or similar, for high schools who have graduated a New Tech Network freshman class. This enables schools and districts to examine postsecondary outcomes for their students and compare to national averages.
- New Tech Network will communicate other opportunities to schools that arise and are deemed an appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

District agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track high school students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a roster to National Student Clearinghouse.

NTN Certifications

Developmental Pathways for Teachers and Schools

- Opportunity for staff members to be designated as New Tech Network certified trainers. NTN will develop teacher leaders to build onsite PBL training capacity and ensure long-term school and network health, sustainability, and adaptability.
- Opportunity for New Tech School to be certified as a New Tech Network Spotlight Schools. NTN Spotlight Schools are held to high standards for school success and provide schools national recognition for the quality of their New Tech implementation. Criteria will be made available at the time of application.

New Tech Network reserves the right to amend the process, scope, duration, and availability of NTN Certification Professional opportunities on a yearly basis.

New Tech Network

Continuation Fees
Exhibit B

Sheppard Middle School

Service Phase	Fee Amount	NTN Invoice Date
SY2021-22 Continuation	$16,960	July 1, 2021
Credit from Contract R#21156, 6/30/2021**	<$6,200>	June 30, 2021
SY2022-23 Continuation	$18,040	July 1, 2022
Total NTN Fees *	Before Credit $35,000 After Credit $28,800	
**Two coaching days from School Year 2019/2020 were disrupted due to COVID 19 and carried over to the 2020/2021 school year were unable to be delivered and NTN has refunded to the district $12,400.00 in June 2021.		

*Supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Continuation Letter. At New Tech Network's option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the New Tech School exceeds benchmarks established by New Tech Network.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

Biannual or quarterly invoices are available; to request contact accounting@newtechnetwork.org.

Understood and Accepted:

Alum Rock Union School District, a California Public School District ("District")

By: _____ Date: _____
Dr. Hilaria Bauer, Superintendent

By: _____ Date: _____
Jason Sorich, Educational Technology Administrator

By: _____ Date: _____
Jackie Montejano, Principal/New Tech Director

A. New Tech Network offers a school education program (the "New Tech Model") for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires New Tech School to continue as a member of the network of schools throughout the country and abroad that use and follow the New Tech Model.

C. The terms of the letter dated June 3, 2021, between the District and NTN to which these Terms and Conditions are attached ("Letter" or "Continuation Letter"), the Support Schedule to the Letter, and these Terms and Conditions together constitute the "Agreement" for purposes of these Terms and Conditions.

1. License and Services.

(a) *License*. All materials are licensed, not sold. New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the "Term"), to access and use (i) the New Tech Model as described in these Terms and Conditions, (ii) the website(s) and software related to the New Tech Model which is described in part in the Support Schedule (the "NTN Technology" or, for purposes of the Support Schedule, also referred to as "NTN Echo"), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech Network (collectively, "New Tech Learning Platform"); and (iv) the New Tech Network trade and service marks ("Marks") in accordance with the Trademark Usage Policy provided by New Tech Network to District, all for the sole purpose of continuing to operate the New Tech School in District's school district and subject to all terms and conditions provided for herein (collectively, the "License"). The New Tech Model, NTN Technology and New Tech Learning Platform are collectively referred to in these Terms and Conditions as the "New Tech Platform." New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of this Agreement will apply to each such update.

(b) *Services*. New Tech Network will provide the services described in the Support Schedule (the "Services"). New Tech Network may perform the Services virtually if in its reasonable opinion it is necessary or desirable for the protection of its staff or if New Tech Network otherwise determines in its reasonable discretion. District understands and agrees that neither the New Tech Platform nor any of the Services are provided on an exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of its data over the Internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the

District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the Internet or through District's local network.

(c) *Not Official Repository*. District agrees that: (i) the New Tech Platform is not the official repository for the District's and/or the New Tech School's educational, employee, student or other records; (ii) the District will maintain all such records it should or must maintain; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records within the New Tech Platform or elsewhere that the District should or must maintain as official records.

(d) *Third-Party Services Engaged by District*. New Tech Network may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network (collectively, "Third Party Services"). For avoidance of doubt, Third Party Services include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third Party Service. New Tech Network takes no responsibility and disclaims all warranties with respect to Third Party Services. If District uses or enables a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide access and use, any data or records as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District and the provider of a Third-Party Service is solely between District and that provider.:

(e) *Suspension of Access*. District agrees that New Tech Network may with reasonably contemporaneous notice (including by telephone or email) to District suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a "Suspension"). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.

2. District Obligations, Contributions and School Users.

(a) *On-going Operation of New Tech School*. New Tech Network representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network, its New Tech Model and the Marks.

(b) *Data Collection*. District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District's educational interests, and for the purpose of publication in the education field.

(c) *District Input*. District will promptly notify New Tech Network should District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(d) *District Contributions to the New Tech Learning Platform*. New Tech Network has created electronic resource libraries, electronic project libraries and other venues whereby content and materials may be contributed by and used by District and other parties. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) ("District Contributions"), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(e) *Cooperation*. The parties will cooperate to help assure the successful implementation of the New Tech Model.

(f) *School Users*. The District is responsible for authorizing and regulating the use of the New Tech Platform by the District's employees and agents, as well as the New Tech School's employees, administrators, teachers, agents, students and the student's parents or guardians ("Users"). The District is further responsible for providing each such User a unique user name and passcode ("IDs") to permit the User to access the New Tech Platform. The District will inform Users that the ID's are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User's compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

3. Fees. District will pay New Tech Network's fee within thirty (30) days of the date of any and all invoices.

(a) *Payment*. District will pay New Tech Network in accordance with the schedule set forth in the Continuation Payment Schedule within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

4. **Work Product; Ownership of Intellectual Property**.

(a) *Ownership of NT Materials and New Materials*. New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the "NT Materials"). District may make improvements in, additions to, changes or any other modifications to the NT Materials ("New Materials"), subject to the license in Section 4(b) below. The NT Materials and New Materials do not include District Contributions or Third Party Services. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *License of Rights in New Materials*. District is not required to create any New Materials or upload them to the New Tech Learning Platform. To the extent District or any of its employees or agents creates any New Materials and contributes them to the New Tech Platform, then District grants, and will cause its employees and agents to grant, and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully exploit and exercise all such technology and intellectual property rights in support of New Tech's exercise or exploitation of the Services, New Materials, other work or information performed or provided hereunder.

(c) *Permitted Uses of NT Materials and New Materials under License*. Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the "Materials") during the Term to engage in the following solely for the purpose of continuing to operate the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District's continuing operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

(d) *Prohibited Uses*. District may not copy, distribute, reproduce, use or allow access to the Materials except as explicitly permitted under this Agreement, and District will not decompile, reverse

engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

5. Data Sharing.

(a) *FERPA Compliance*. District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations ("FERPA") to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School ("Protected Student Data"). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student's use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children's Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care*.

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public, and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request

by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District*. If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network*. If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law, give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

6. Term; Termination.

(a) *Term*. The term of this Agreement will begin on the effective date set forth in the Continuation Letter and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date set forth in the Continuation Letter. The term of this Agreement may be extended upon the written agreement of the parties.

(b) *Termination*. This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy,

receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution;

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date; or

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; and (iii) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination*.

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District's account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District's data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations*. Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

7. Limitations.

(a) *Limitation of Liability*. In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action

or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(b) *Other Damages*. In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

(c) *Limited Warranty*. NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN SUPPORT SCHEDULE TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN "AS IS" AND "AS AVAILABLE" BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims*. Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

8. **Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

9. **Governing Law; Jurisdiction and Venue**. This Agreement will be governed by and construed in accordance with the laws of the State of California, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of California. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of California in Sacramento County, or, if it has or can acquire jurisdiction, in the United States District Court in Sacramento County, and each of the parties consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

10. **Independent Contractor**. The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also

understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

11. Communications and Notices.

(a) *Notices*. All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:
New Tech Network, Inc.
Attn: President
952 School Street #311
Napa, CA 94559

If to the District:
Alum Rock Union School District
Attn: Superintendent
2930 Gay Avenue
San Jose, CA 95127

12. Binding Effect. This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

13. Severability of Provisions. If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

14. Waiver. Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

15. Entire Agreement. This Agreement, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

16. **Assignment**. This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

17. **Amendment**. This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

18. **Recitals**. The recitals to this Agreement are hereby incorporated into and considered a part of the terms and conditions of this Agreement.

19. **Negotiated Agreement**. As this Agreement has been negotiated by the parties, any ambiguities in this Agreement will not be construed against either party.

20. **Force Majeure**. New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 13054

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Resource Area for Teaching (RAFT)

   Address: 1355 Ridder Park Dr. City: San Jose State: CA Zip: 95131

   Phone: (408) 451-1420 Email Address: raft@raft.net

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

   ARUSD will partner with RAFT to provide district-wide teacher training, STEAM activities and kits, and support/ host our annual STEAM Showcase. In addition, RAFT will support ARUSD with developing teacher and student centered Makerspaces. Services will be offered virtually or in person.

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

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

   X b. **Other:** $27,500.00 (describe rate agreement) _____

   Budget Code: 060-6300-0-4300-00-1110-1000-000000-300-1070

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$27,500.00	Lottery	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

raft® RESOURCE AREA FOR TEACHING

Inspiring Joy through hands-on learning

Enrich*Engage*Empower*Excite

RAFT Proposal for Support of Alum Rock School District's STEAM initiative

We believe the following supports and activities can help Alum Rock Unified School District reengage their students and families and continue to build a robust STEAM learning community. Please let us know if you have any questions or need more detail. We look forward to discussing.

Activity	Description	Cost
Community Makerspace Build	Facilitate the design, planning and construction of a dedicated makerspace @ a district school site.	$13,500
Teacher Demo Makerspace	With teacher participation, build a makerspace - demonstration-site to serve as an innovation lab for district staff.	$0 (Extend FY'21 MOU)
Makerspace material	Provide creative reuse materials for two makerspaces (teacher demo and above).	$1,500
Maker/STEAM Teacher PD	Collaborate with ARUSD teachers to develop integrated hands-on STEAM lessons with student materials for classroom use. Up to 5 sessions w/kits and materials.	~ $4,500
Community STEAM Nights	Facilitate 2 ARUSD Community STEAM nights engaging up to 400 students and their families in Maker activities using RAFT STEAM kits and materials.	$3,000
ARUSD STEAM Showcase	Host ARUSD STEAM Showcase @ RAFT & facilitate make and take activities using RAFT kits and materials.	$4,000 (RAFT to raise an additional $4,000 to offset 8K total cost)
Teacher STEAM Events	Facilitate 2, 1.5 hrs. "Kickoff" design challenge sessions designed to have fun, build teamwork, and seed interest in hands-on STEAM activities.	$1,000
	Total	**$27, 500**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Seesaw

   Address: 180 Montgomery Street Ste. 750 City: San Francisco State: CA Zip: 94104

   Phone: (415) 870-4468 Email Address: kelley@seesaw.me

   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:

   Seesaw will partner with ARUSD to support teachers with access to on-line, teacher created lessons and activities for all K-8 students, and a communication platform for students and families. Seesaw will provide virtual teacher professional development.

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

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

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

   Budget Code:060-3010-05846-00-1110-1000-000000-360-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$3,000.00	Title I	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Seesaw



Our mission is to create an environment where students are inspired to be their best.

We're a team of engineers, educators, and lifelong learners who wake up every day thinking about igniting students' passion for learning and solving the challenges teachers and administrators face in making it happen. Join us and inspire students to be their best.

Why Seesaw?

Seesaw is used by over 10M teachers, students, and family members every month across more than 75% of schools in the U.S. Your work at Seesaw will have broad reach and meaningful impact.

Seesaw is at the heart of the learning process for millions of students. Our platform encourages creativity and feedback that makes students excited to learn. Now more than ever, remote learning solutions are essential. Seesaw enables meaningful learning from anywhere, for every student.

What's more, Seesaw is showing that it's possible to work on an important mission and build an exciting, long-term business. We are a profitable company—and we're still growing quickly. All employees get equity in the company so you can share in our collective success.

Seesaw

Company Address	180 Montgomery St. Suite 750 San Francisco, CA 94104 United States	Bill To Name	Alum Rock Elementary School District
		Created Date	7/21/2021
		Expiration Date	8/31/2021
		Quote Number	00034477

Please send any billing questions to accounting@seesaw.me

Contract Summary

Contract Start Date	7/1/2021	Contract End Date	6/30/2022
# of Students	1.00		
Grand Total	USD 3,000.00		

Contract Details

Product	Quantity	Sales Price	Total Price	Invoice Date
Professional Development - Starter Bundle	1.00	USD 3,000.00	USD 3,000.00	7/1/2021

Admin Sponsor (e.g. Principal, Director of Instructional Tech, etc.)

Decided to purchase (or renew) Seesaw. Will be included in conversations about our partnership progress.

Name:_____ Email:_____

Title:_____ Phone:_____

Seesaw Lead

Responsible for Seesaw training and adoption. Main Seesaw point of contact throughout the contract.

Name:_____ Email:_____

Title:_____ Phone:_____

Tech Lead (Who can help set up your school?)

Lead for Seesaw's technical implementation. Point of contact for technical issues or updates.

Name:_____ Email:_____

Title:_____ Phone:_____

Billing Contact - Accounts Payable (Who will pay the invoice?)

Receives invoices. Point of contact on payment-related matters.

Name:_____ Email:_____

Title:_____ Phone:_____

School Address

Address:_____ City:_____

State:_____ Zip / Post Code:_____

If you are purchasing professional development sessions, they must be scheduled and delivered within 1 year of the contract start date. Sessions not used by this time will expire.

This contract, including the number of students and amount, is a non-adjustable binding agreement. By signing, your school or district agrees to pay the full amount quoted per the payment schedule above. Please make sure you have proper payment authorization (including a PO # if required) before signing.

Terms of Service: https://web.seesaw.me/terms-of-service

Name: _____ Title: _____

Email: _____ PO Number (if required): _____

Accepted By: _____

Addendum to Alum Rock Union Elementary School District Independent Contractor Agreement

This serves as an addendum to the Alum Rock Union Elementary School District Independent Contractor Agreement entered into between Seesaw Learning, Inc. and Alum Rock Union Elementary School District for the 2021-2022 school year.

Seesaw Learning, Inc. and Alum Rock Union Elementary School mutually agree to modify Clause 9 "Indemnification" to read as follows:

Subject to the capped limitations on relevant insurance held by Contractor pursuant to Clause 10, Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Contractor, the Contractor Parties in the performance of or failure to perform Contractor's obligations under this Agreement, including, but not limited to Contractor's or the Contractor Parties' use of the site, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph.

Seesaw Learning, Inc.

Name: Megan Bradley

Title: Data Protection Officer

Signature: MB

Alum Rock Union Elementary School District

Name: Jason Sorich

Title: Edtech Administrator

Signature:

Alum Rock Union Elementary School District

Name: Dr. Hilaria Bauer

Title: Superintendent

Signature:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 22870

PROGRAM MANAGER: Jason Sorich

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

   Name of Individual/Company: Silicon Valley Mathematics Initiative, LLC.

   Address: 17485 Monterey Rd., Ste. 205 City: Morgan Hill State: CA Zip: 95037

   Phone: (408) 776-1645 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

   Silicon Valley Mathematics Initiative will provide professional development services to all teachers (grades TK-8), coaches, and administrators at all ARUSD school sites. Services will be offered virtually or in person.

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

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

   X b. **Other:** $6,300.00 (describe rate agreement) _____

   Budget code: 060-4035-0-5846-00-1110-1000-000000-305-1461

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$6,300.00	Title II	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SVMI
SILICON VALLEY
MATHEMATICS INITIATIVE

Quote

Date: April 19, 2021 No: ARUSD2122

Customer Information: Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127

Invoice for SVMI Membership dues for the 2021-2022 School Year

Membership benefits:

- Professional Development Opportunities
- Online Member Resources
  - *Performance Assessment Grades K-11
  - *Scoring Materials & Training Tools
  - *MAR/MAC Reports and Toolkits for Teachers
  - * Problems of the Month
  - *FALs & FRLs
  - * Classroom Videos

Total: $6,300 Due Upon Receipt

Please make check payable to: Silicon Valley Mathematic Initiative

Please submit payment to:
Silicon Valley Mathematics Initiative
17485 Monterey Road, Ste. 205
Morgan Hill, CA 95037
Attn: David Foster

Signature: _____
David Foster, Executive Director

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 021035

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

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

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

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

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

Name of Individual/Company: Bay Area Women's Sports Initiative (BAWSI)

Address: 1922 The Alameda, Suite 420 City: San Jose State: CA Zip: 95126

Phone: (408) 247 - 2544 Email: bawsi@bawsi.org

SSN: _____ Fed I.D. #: 55-0897084

CONTRACT TERM: start dates August 17, 2021 end date June 30, 2022

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

BAWSI provides during and after school fitness and confidence building programs for girls in grades 2-8. Program includes leadership opportunities, confidence building and sports/fitness foundations activities and a game-day experience with female collegiate athletes.

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

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

X b. **Other:** $Not to Exceed $10,000 per site

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-4000-0000 _____ Accountant Initials

00-310-52600 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Danelle Finnen | R.S Date: 07 / 20 / 2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

BAWSI
BAY AREA WOMEN'S SPORTS INITIATIVE

Active Lives. Empowered Futures.

BOARD OF DIRECTORS
Kari Rust
Chair
Tracy Lewis
Vice Chair
Anne Kresse
Secretary
Craig Veni
Treasurer
Joel Brown
Lea Ann Eblin
Lori Keller
Jill Lee
Karen Leo
Rosalinda Marquez
Susan Mattie
Robert Nordgren MD
Julie Panaccione
Michelle Ray
Mackenzie Rosenthal
Reena Shah
Danielle Slaton
Jennifer C. Smith
Carrie Dow Staley
Dana Weintraub MD
Marlene Bjornsrud
Board Member Emerita
Jen Fraisl
Board Member Emerita

ADVISORY COUNCIL
Margaret Abe Koga
Darla K. Anderson
Brandi Chastain
Noriko Honda Chen
Liza Chuck
Sam Chuck
Anne Cribbs
Devorah Duncan
Julie Foudy
Juli Furtado
Sharon Kellener
Joanie Kreins
Scott Kreins
Shari Moore
Douglas Murray
Joanne Pasternack
Kim Turner
Brenda Villa

BAWSI Programs –

Mission - BAWSI is a nonprofit organization that mobilizes the women's sports community to engage, inspire and empower the children who need us most.

Scope of Work - BAWSI Girls is a free afterschool fitness and confidence building program for 2nd-5th grade girls. Our goal is to help transform the health and wellness of our participants by providing mentoring and leadership opportunities, introducing the foundations of sport, and engaging in confidence building activities.

- BAWSI Girls will accept up to 65 girls and will meet afterschool for 8 sessions in the Fall and another 8 sessions in Spring.
- Each session is 1 hour 15 min for all 2nd-5th grade girls with an additional 15-minute leadership session for participating 5th graders at the end of the session.
- Stations will focus on goal setting, teamwork, healthy competition, sports, and leadership development
- There will also be an opportunity for the girls to participate in a game day experience with collegiate female athletes.

Scope of Work – BAWSI Middle School is an enrichment and wellness program for girls in 6th-8th grade. Our goal is to provide leadership opportunities, confidence building activities, introduce and build the skills around the sports offered at the school and support the interest and participation of school sport participation.

- The middle school program will accept up to 100 6th-8th grade girls
- This sport and leadership program will take place both during school hours and after school hours
- There will be a focus on leadership development, introduction to and skill development for the sports offered through the school and a Game Day experience for the girls to see collegiate women athletes in action
- Maximum budget of $10k and that would cover the cost of the BAWSI onsite coach and the bus for a Game Day.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: VAPA (School/Dept.) VENDOR NO. 21241

PROGRAM MANAGER: Danelle Finnen

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

   Name of Individual/Company: Community School of Music and Arts (CSMA)

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

   Phone: (650) 917-6800 Email Address: _____

   SSN: _____ or Fed I.D. #: 23-7023900

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 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:

   CSMA will provide visual art and/ or music classes for the 2021 - 2022 school year. Students will participate in 1 hour visual art session and 30 minute music sessions. Services are available to all participating ARUSD students in grades TK - 8 in person or virtually.

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

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

   X b. **Other:** $_____ (describe rate agreement) Not to exceed $30,000.00 per site.

   Budget code: 010-0000-0-5815-00-1110-1000-000000-310-7221

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				Master		

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

community school *of* music and arts

Scope of Work: ARUSD and the Community School of Music and Arts

This Scope of Work summarizes the principal terms that the **ARUSD School** located at **2930 Gay Ave, San Jose, CA 95127** ("ARUSD ") and **The Community School of Music and Arts** located at 230 San Antonio Circle, Mountain View, CA 94040 ("CSMA") have been discussing with respect to implementing the Art4Schools and Music4Schools Program ("Program") at ARUSD school during the **2021-2022 school year.**

Program Description. CSMA will provide Visual Art and Music classes from **August 1 2021 through June 30 2022.** The program will serve ARUSD schools in San Jose, California unless the parties agree otherwise.

Students will receive Visual Art and/or Music lessons during the school day from professional Art educators who will provide Visual Arts and/or Music curriculum and instruction for students grades TK-8. Classes will meet for a minimum of 12 sessions (Visual Art) / 20 sessions (Music) during the 2021-2022 school year. Visual arts sessions are 1 hour and music sessions are 30 minutes.

Cost structure will be based on the calculation below:

Art	Sessions	Classrooms	Rate	Cost
Grades TK - 8	12	1	$99	$1,188

Music	Sessions	Classrooms	Rate	Cost
Grades TK - 5	20	1	$49.50	$1,188

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval - Bosco Construction Services, Inc., 2021-2022

Date: July 21 2021

Summary:
It is necessary for the District to maintain a contract with a company that can provide small scale constructions, repairs, paintings and installations for facilities district-wide on an as needed basis. Based on the pricing, experience and responsiveness, the District is recommending to contract with Bosco Construction Services.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bosco Construction Services in the amount of $85,000.00 for the 2021-2022 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Bosco Construction Services, Inc.** VENDOR NO: 22784

ADDRESS: **1177 North 15th Street, San Jose, CA 95112** FAX NUMBER:

TELEPHONE NUMBER: **(408) 642-8310**

TAX ID NUMBER: **27-3048630**

E-Mail:

BOARD APPROVAL DATE: August 12, 2021

CONTRACT TERM: From: August 13, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide small scale construction, repairs, paint and installations for facilities district-wide on an as needed basis.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$85,000.00

Program Manager/Principal _____ **Date:** 7/26/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 7/26/2021
Accountant

Director of Fiscal Services _____ **Date:** 7/27/21

Asst Supt, Bus Services _____ **Date:** 7/27/21

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $85,000.00 (NTE) FY: 2020 - 2021

Bosco

PAINTING, CONSTRUCTION AND FACILITY MAINTENANCE

Services Bosco Offers:

- **Painting**
- **Emergency Water-Fire-Mold Mitigation**
- **Asphalt & Concrete repair**
- **Reconstruction/Remodel**
- **Flooring**
- **Emergency plumbing and general plumbing**
- **Fencing**
- **Site Demo and/or Cleanup**
- **Metal Fabrication/Welding**

NOTE: T&M pricing

Time/Labor: Labor is quoted for each individual job.
*****Rate is Prevail Wage and is different for each category, it changes 2 to 3 times each year.****

Material is COST plus 20%

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- Jet Mulch, Inc., 2021-2022

Date: July 2, 2021

Summary:
The District has a frequent need to refill play structures' ground coverings district-wide with wood fiber for the safety of children when using playgrounds. Jet Mulch, Inc., has demonstrated that it is responsive, responsible and cost effective to serve our District's needs.

The District had reached out to various companies and based on pricing, experience and reliability, staff is recommending to contract with Jet Mulch, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Jet Mulch, Inc., in the amount of $84,000.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Jet Mulch, Inc.**

VENDOR NO: 15755

ADDRESS: P. O. Box 1667, Capitola, CA 95010

FAX NUMBER:

TELEPHONE NUMBER: 1-866-306-8524

TAX ID NUMBER:

E-Mail: info@jetmulch.com

BOARD APPROVAL DATE: August 12, 2021

CONTRACT TERM: From: August 13, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Provide pneumatic delivery and installation of mulches, include installing engineer wood fiber in each of schools play boxes as needed district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal _____ **Date:** 7/2/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 7/22/21
Accountant

Director of Fiscal Services _____ **Date:** 7/22/21

Asst Supt, Bus Services _____ **Date:** 7/23/21

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $84,000.00 (NTE) FY: 2021 - 2022



License #C27-800650
DGS SBE #4245
DIR #1000006584

Scope of work

Jetmulch, Inc. provides pneumatic delivery & installation of Mulches.
We will be installing Engineer wood fiber in each of your playboxes.

How it works: We blow material from our blower trucks spraying every corner beautifully.

Your order: Material- Engineer wood fiber
District: Alum Rock Union School District
Location: AS PER ALUM ROCK'S DIRECTIONS
SAT/SUN OT RATE: 150.00 PER HOUR
RATE PER YARD: $35.95 Plus Local Sales tax

Total: N/A

P.O Box 1667, Capitola, CA 95010 *(866)306-8524

WWW.JetMulch.com

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Khai Heating & Air Conditioning, Inc., 2021-2022

Date: July 2, 2021

Summary:
Khai Heating & Air Conditioning, Inc., is experienced with Allerton controllers and program settings along with HVAC units. They will provide service repair and maintenance of HVAC and Airedale Units at District Facilities.

The District reached out to multiple companies and based on pricing and reliability staff is recommending to contract with Khai Heating & Air Conditioning, Inc.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Khai Heating & Air Conditioning, Inc., in the amount of $88,000 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 21763

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Khai Heating & Air Conditioning, Inc.

   Address: 1182 Raposa Drive City: San Jose State: CA Zip: 95121

   Phone: (408) 204-0682 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 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 Service Repair and Maintenance of HVAC and Airedale Units at District Facilities.

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:** $ 88,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5650	00	0000	8100	000000	450	8130	$88,000.00	MN 7/21/2021

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

KHAI HEATING & AIR CONDITIONING
1182 RAPOSA DR SAN JOSE, CA 95121
PHONE (408)2040682
CONTRACTOR LICENSE 994721

Scope of work

Service and repair heating and cooling equipment and the response time is usually the same day or within 24 hours. I am specialized in Airedale heat pumps as well as straight cool units, however, non-Airedale units can also be fixed as well. Experience with Allerton controllers and program settings. I also work with school district HVAC technicians on units that fail more often than others to find the root causes and make recommendations.
Maintain all Airedale units which includes the following:

1 vacuum and wipe unit where possible.
2 clean indoor and outdoor coils if needed.
3 clean indoor and outdoor drain pans wherever accessible.
3 clean bird screen if needed.

This will prevent or minimize the unnecessary break down of a/c
The cost for the service is $110/hour.

Khai Tran

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval-Precision Concrete Cutting, 2021-2022

Date: July 19, 2021

Summary:

The District is required to assess and address trip hazards at our sites to ensure the safety of all students, staff and visitors. After meeting and discussing with Precision Concrete Cutting, MOT has determined that their services would meet the needs found at various school sites within our District. They will provide a comprehensive assessment of our schools grounds and work to make our school free of all safety trip hazards.

Recommendation:
Staff recommends that the Board of Trustees approve the Contact for Precision Concrete cutting in the amount of $84,000.00 for fiscal year 2021-2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Precision Concrete Cutting**

VENDOR NO: 300308

ADDRESS: **417 Harrison Street, Oakland, CA 94607**

FAX NUMBER:

TELEPHONE NUMBER: **(916) 607-0447**

TAX ID NUMBER:

E-Mail: www.PCCNorcal.com

BOARD APPROVAL DATE: August 12, 2021

CONTRACT TERM: From: August 13, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: **Assess concrete/asphalt trip hazards and eliminate by cutting and leveling access areas district-wide.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$84,000.00

Program Manager/Principal _____ **Date:** 7/20/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 7/21/2021
Accountant

Director of Fiscal Services _____ **Date:** 7/21/21

Asst Supt, Bus Services _____ **Date:** 7/23/21

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $84,000.00 NTE ($27.14 per inch-foot) Fiscal Year: 2021 - 2022

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AND PRECISION CONCRETE CUTTING (PCC)

OVERVIEW

Uneven sidewalks caused by ground settling and tree roots cause a potential hazard to students, staff and parents. Displaced sidewalks cause problems for public entities in the form of trip and fall liability exposure.

BACKGROUND INFORMATION ON PRECISION CONCRETE CUTTING

PCC has been assessing and repairing sidewalks since 1990. The company performs work throughout the United States and with dozens of cities in California.

PCC is the leader in sidewalk asset management. We specialize in assessing sidewalk infrastructure and repairing uneven sidewalks. Our unique saw-cutting method for correcting off-set sidewalk panels leaves behind ADA compliant results for a fraction of the cost of new concrete. Our clients benefit from detailed GIS maps that allow them to create a GIS database to cost effectively manage their sidewalk infrastructure.

ASSESSMENT SERVICES

PCC technicians will walk every panel in the project area and visually assess potential tripping hazards and damage. PCC will provide a GIS compatible report that list each location identified including a photo, exact location, off-set height and square foot amount for replacement locations.

PROPRIETARY MOBILE PHONE SOFTWARE

PCC has developed proprietary mobile software useable across multiple platforms (Android, iPhone, iPad, Smart Phone, etc.)

- Provides GPS Coordinates – Integrates with GIS systems
- Mapping – Provides detailed location data plotted with Google Maps
- Detailed Reporting – Provides specific and detailed data on measurements for every trip hazard
- Addresses – The software gives the address and longitude / latitude of each trip hazard location
- Additional Data - Records other data, e.g. spalling, cracks, replacements or other data you need
- Sidewalk Asset Management – PCC offers complete sidewalk asset management

PROPRIETARY AND PATENTED REPAIR METHOD

To Date, PCC has been awarded 6 patents by the US Patent and Trademark Office on our trip hazard removal equipment and process. The following is each patent description and number where they can be reviewed on the US Patent office web site – www.uspto.gov

- 6,827,074 - Hub and blade combination patent
- 6,896,604 - Dust hood patent
- 7,000,606 - Cutting apparatus and broadening patent
- 7,143,760 - Method patent
- 7,201,644 - Variations and broadening patent
- 7,402,095 - Extended methods patent



PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

PROPOSAL DETAILS

Billing Units: Services are billed in "Inch Feet". An inch foot is calculated by measuring the average height of the sidewalk off-set and multiplying this average by the length of the cut. Example: A sidewalk off-set on a 4-foot wide sidewalk that consists of a 0.5" rise on one side, and tapers down to a zero rise on the other is calculated as follows:

$$\frac{0.5" + 0"}{2} \times 4ft = 1 \text{ inch-foot}$$

Unit Price for sidewalk shaving: $27.14 per inch-foot.

LIMITATIONS

PCC removes only those trip hazards specifically requested or approved by customers, and therefore makes no guarantee or representation that areas are free of trip hazards after the work is completed. It is our customers' responsibility to provide proper access and PCC assumes no liability for trip hazards that cannot be repaired due to parked vehicles or other obstacles preventing safe and practical access. In such cases, PCC returns once to attempt completion of repairs that could not be completed the first time. Additionally, it is recognized that after completion of the work, the concrete trip hazards may and frequently do continue to move naturally over time due to roots, water, freezing, pipes, and other natural or man-made causes. PCC is not responsible for movement or changes in the sidewalk and is not liable for any related claims, losses, damages or liabilities thereto pertaining.

Precision Concrete Cutting is committed to providing the highest quality service to our customers. Should you have any questions or comments, please do not hesitate to contact us.

PCC Representative:

Heather Jimison

PRECISION CONCRETE CUTTING
Trip Hazard Removal Specialists

Ed Villarreal Jr.

Director MOT
Alum Rock Union Elementary School District
2930 Gay Ave.
San Jose, CA 95127

Due to the nature of our business and our patented equipment and methods, frequently we have been asked to provide a letter stating that our technology relies upon patents that have been issued by the US Patent and Trademark office.

Precision Concrete Cutting is the only company authorized to use the patented equipment and method for removing sidewalk trip hazards as described by the following patent numbers:

U.S. Pat. No. 6,827,074
U.S. Pat. No. 6,896,604
U.S. Pat. No. 7,000,606
U.S. Pat. No. 7,143,760
U.S. Pat. No. 7,201,644
U.S. Pat. No. 7,402,095
U.S. Pat. No. 9,759,559

If you have any questions or comments please feel free to give me a call.

Kind Regards,

Aaron Ollivier, CEO
Precision Concrete Cutting
3191 N. Canyon Rd
Provo, Utah 84604
(801) 373-6060





ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval-Rollins Inc., dba: Orkin LLC, 2021-2022

Date: July 21, 2021

Summary:
The District has experienced a multitude of issues concerning pests and it is necessary for the District to maintain a contract with a company that can provide the services as needed. This will provide pest control for all interior and exterior treatment to all kitchens and cafeterias district-wide as well as on call services throughout the year. Based on pricing, availability and experience, the District recommends to contract with Rollins Inc. dba Orkin LLC.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Rollins Inc., dba: Orkin LLC in the amount of $21,000.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 300218

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Rollins, Inc. dba: Orkin LLC

   Address: 2170 Piedmont Road, NE City: Atlanta State: GA Zip: 30324

   Phone: (559) 250-4628 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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 pest control for all interior and exterior treatment for the kitchens, and cafeterias, 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:** $21,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$21,000.00	7/21/21

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

PEST CONTROL
World's Best

Alum Rock Union Elementary School District

Scope of Service

Service Frequency: Seasonal – each property will be treated 4 times per year to include a one-time full treatment of each school property.

Exterior Insect Control: The kitchen and cafeteria areas are included, and we will Inspect the exterior of the buildings for potential entry points. Treat with residual insecticides as necessary.

Exterior Rodent Control: Inspect, propose and obtain approval from customer for additional work.

Wildlife Control: Inspect, propose and obtain approval from customer for additional work.

Targeted Pests

Pests Covered: Cockroaches, spiders (excludes Brown Recluse spiders), common ants, moths, waterbugs, silverfish, millipedes, occasional invaders, and sting insects treatable from the ground without the use of a ladder or lift.

Pests Excluded: Rodents (rats, mice), Termites and other wood destroying pests, fire, carpenter, Tawny crazy and Pharaoh ants, bed bugs; stored product pest, birds, bats, brown recluse spiders, snakes and all other vertebrates. Pests not listed require inspection and proposal for approval before treatment.

Additional Notes:

This service includes the General Pest Control for the interior and exterior for all kitchens and cafeterias district wide.

12710 Magnolia Ave., Riverside, CA 92503 Telephone (800) 662-8470 Fax (951) 278-6295

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Manager of Maintenance, Operation & Transportation

Re: Contract Approval- Silicon Valley Security & Patrol, Inc., 2021-2022

Date: July 12, 2021

Summary:
Due to frequent vandalism it is necessary for the District to provide overnight security patrol seven days per week from 9:00 pm – 6:00 am. Service provided on weekdays, weekends and holidays. Coverage includes mobile and walking the facilities district-wide.

Below are the rates:

Regular Hourly Rate	$27.51
Holiday Hourly Rate	$41.27
Alarm Response	$50.00 (per call outside of normal patrol hours)

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Silicon Valley Security & Patrol, Inc., in the amount of $45,000.00 for the 2021 – 2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.,-Maintenance (School/Dept.) VENDOR NO. 21151

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Silicon Valley Security and Patrol, Inc.

   Address: 1131 Luchessi Drive, Suite #2 City: San Jose State: CA Zip: 95118

   Phone: (408) 978-2198 Email Address: _____

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

   Mutually agree and promise as follows:

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

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

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

   Provide overnight security patrol seven days per week from 9:00 pm-6:0 am. Service provided on weekdays, weekends and holidays. Coverage includes mobile and walking the facilities district-wide.

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

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

   X b. **Other:** $45,000.00 (NTE) (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	5870	00	0000	8100	000000	450	8140	$45,000.00	MO 7/21/2021

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SILICON VALLEY SECURITY & PATROL, INC.

www.svsp.com

CORPORATE OFFICE
1131 Luchessi Drive
Suite 2
San Jose, CA 95118

1.408.978.2198
1.877.884.7877 Toll Free
1.408.978.2197 Fax

REGIONAL OFFICE
1540 Riverpark Dr.
Suite 103
Sacramento, CA 95815

REGIONAL OFFICE
1290 Sutter Street
Suite 208
San Francisco, CA 94109

CA Lic. No. PPO 12138

SVSP SECURITY SERVICES PRICING & SCOPE OF WORK

COMPANY

Alum Rock Unified School District
2930 Gay Avenue
San Jose, CA 95127

PRICING

Silicon Valley Security & Patrol Inc proposes to conduct all security services in compliance with this request for proposal. SVSP having familiarized itself with the terms and conditions of the request in regards to all duties stipulated, and to provide all labor, material and service necessary for the performance of security services.

Service	Coverage	Yearly Hours	Hourly Rate	Estimated Yearly Cost
On-site Guard	9.30pm-6am Seven days Per Week	2,864	$27.51	$78,788.64
	9.30pm – 6am Holiday Coverage	56	$41.27	$2,311.12
	Monthly Cost			$6,758.31
	Yearly Cost			***$81,099.76***

Alarm Response

Service	Coverage	Rate
Alarm Response	Respond to alarm activations outside of normal patrol hours (9.30pm – 6am)	$50 (Per Call)

ADDITIONAL SERVICES

SMART Technology: SVSP will install SMART Technology, which will allow the guards to report all incidents real time and to include photographic, voice and text data to support the daily reports.

HOLIDAYS

SVSP will provide coverage on all holidays. We as a company honor the seven major holidays; Presidents Day, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas Day and New Year's Day. On these dates we will pay our officers overtime (Time and one half) and this will be reflected in our rate that we invoice our client.

INVOICING

SVSP will invoice you on a monthly basis with net return of thirty days. Cancellation of the contract requires thirty days written notice by either party.

SILICON VALLEY SECURITY & PATROL, INC.

www.svsp.com

CORPORATE OFFICE
1131 Luchessi Drive
Suite 2
San Jose, CA 95118

1.408.978.2198
1.877.884.7877 Toll Free
1.408.978.2197 Fax

REGIONAL OFFICE
1540 Riverpark Dr.
Suite 103
Sacramento, CA 95815

REGIONAL OFFICE
1290 Sutter Street
Suite 208
San Francisco, CA 94109

CA Lic. No. PPO 12138

SVSP SECURITY SERVICES PRICING & SCOPE OF WORK

SCOPE OF WORK

- SVSP will supply an account manager who will be responsible for the day to day operation of this account and will liaise with the district representative as needed
- Patrol Officer's will be in full uniform providing coverage during the designated hours, seven days per week, including holidays. Any change in these hours must be submitted in writing.
- Patrols Officers will maintain a high standard of appearance and guards cards will be carried at all times.
- Patrol Officers when on-site will wear the assigned SVSP uniform which includes an SVSP shirt, Black pants, belt, bomber jacket, and protective footwear.
- Patrol Officers providing courtesy patrols of the various district facilities will be in a fully marked security vehicle including light bars.
- SVSP will provide and In-house dispatch to deal with emergency calls 24/7.
- Patrol Officers will check in with the account management team and dispatch on a regular basis to verify any pass-downs or operational issues.
- Patrol Officers when patrolling will use the SMART system. This report will be used real time to confirm the officer's movements in and around the various district facilities and these reports will be uploaded to the client's portal for review.
- Patrol Officers will patrol the exterior of the district buildings, to verify no loitering or trespassing. Any suspicious circumstances will be reported to the San Jose Police Department.
- Patrol Officers will escort anyone found loitering in and around any of the district properties off site. Any person refusing to leave, officers will contact the San Jose Police Department.
- Patrols Officers will complete DAR reports for each shift outlining any activity including maintenance issues, spillage, lights out, etc. Incident reports will be provided for any break ins, physical damage or injury. All reports will be uploaded to the client main portal real time for review.
- Patrol Officers will monitor vehicle traffic around the entrances to each district facility and any vehicle found illegally parked will be moved on. Any vehicle that refuses to leave the property the officers will contact SJPD for assistance.
- Patrol Officers when patrolling will report unauthorized personnel to the local authorities, and endeavor to prevent theft and vandalism.
- Patrol Officers will work with the San Jose police department to provide a safe and secure environment around the exterior of each of the district facilities.

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1290 Sutter Street
Suite 208
San Francisco, CA 94109

CA Lic. No. PPO-12138

SVSP SECURITY SERVICES PRICING & SCOPE OF WORK

IN WITNESS THEREOF, the parties have entered into this agreement with an effective start date of **July 1st, 2021**.

Acceptance of Proposal/Contract- The prices, specifications and conditions are satisfactory and are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. We have read and agree to the terms and conditions as laid out in this proposal and confirm the start date as above.

ALUM ROCK UNIFIED SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

SILICON VALLEY SECURITY & PATROL, Inc.

By: _____

Name: Gary Mills

Title: Vice President of Business Development

Date: July 1st, 2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Water Quality Plumbing, Inc., 2021-2022.

Date: July 19, 2021

Summary:
The District has experienced emergency issues with our plumbing and needs to maintain a contract with a company who can provide emergency support and repair. Water Quality Plumbing, Inc. is experienced and knowledgeable to serve the District needs.

Recommendation:
Staff recommends that the Board of Trustees approve the Contract with Water Quality Plumbing, Inc., in the amount of $44,000.00 for the 2021 – 2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Water Quality Plumbing, Inc.**

VENDOR NO: 18249

ADDRESS: **1716 Stone Avenue, Unit E, San Jose, CA 95125**

FAX NUMBER:

TELEPHONE NUMBER: **(408) 267-9330**

TAX ID NUMBER:

E-Mail:

BOARD APPROVAL DATE: August 12, 2021

CONTRACT TERM: From: **August 13, 2021 – June 30, 2022**

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

A. One-line description for the Governing Board report: **Provide emergency support and repairs related to plumbing such as inspections, copper re-pipping, sewer repairs, remodeling and new construction, and water conditioning and purification.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$44,000.00

Program Manager/Principal _____ **Date:** 7/20/21

Superintendent _____ **Date:** _____

Fiscal Approval Maria Dent **Date:** 7/21/2021
Accountant

Director of Fiscal Services _____ **Date:** 7/21/21

Asst Supt, Bus Services _____ **Date:** 7/23/21

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $44,000.00 (NTE) ($170/$255 per hr./plus $25 trip charge **FY:** 2021 - 2022

WATER QUALITY
SINCE 1970
PLUMBING
TEL: (408) 267-9330
FAX: (408) 448-6231

LICENSE # 305018
1716 STONE AVENUE, SUITE E
SAN JOSE, CA 95125

SERV - ALL
WATER CONDITIONING
TEL: (408) 266-0707
FAX: (408) 266-1761

Submitted To: Alum Rock School District
Address: All San Jose Locations
City/Zip: San Jose

Date: 7/14/2021

Water Quality Plumbing will provide regular working hours and emergency support and repairs related to plumbing and water treatment district wide.

Rates:

Regular Rates: $170.00 per hour with a one hour minimum / $25.00 trip charge
O.T. Rates: $255.00 per hour with a one hour minimum / $25.00 trip charge

Marty Satalino Jr.
President
Water Quality Plumbing

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

Special Education (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: Beacon School

Address: 5670 Camden Ave. City: San Jose State: Ca Zip: 95124

Phone: (____) _____ Email: _____

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.)

Beacon School is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. Due to the severity of their disability a nonpublic school placement is recommended.

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:** $264.00 per day Not to Exceed 200/11 days of services.

X b. **Other:** $$152 + 55,704 = 55,856

Describe other related costs: Speech Therapy

BUDGET CODE: 080-6500-0-5100-00-5750 CR 6/30/21 Accountant Initials

1120-000000-380-1820 CR 6/30/21 Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 6/24/21

Director of Fiscal Services: _____ Date: 6/30/21

Asst. Supt., of Business Services: _____ Date: 6/30/21

Superintendent: _____ Date: _____

SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2022, unless terminated earlier in accordanc with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): ALUM ROCK UNION SCHOOL DISTRICT

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 GAY AVENUE, SAN JOSE, CA 95127

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

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5670 CAMDEN AVENUE, SAN JOSE, CA 95124

PUPIL NAME: _____ _____ _____ GENDER: ☑ M ☐ F
(Last) (First) (Middle)

ADDRESS: _____ CITY: SAN JOSE STATE: CA ZIP: _____

PUPIL TELEPHONE NUMBER: _____ DOB: _____

PUPIL ID/SS NUMBER: _____ GRADE: 7

RESIDENTIAL SETTING: ■ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ #_____

☐ OTHER _____

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

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

CONTRACT TERMS:

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

   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   OCT 15, DEC 17, MAR 18, JUN 3

3. Other Provisions (provide attachments as necessary): _____

AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, et seq.)

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

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 11 x Per Diem $ 264 = TOTAL BASIC EDUCATION COSTS (A) $ 2,904
(Include extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TC COST F CONTR/ PERIO
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. Counseling										
4. OT										
5. PT										
6. Speech/Language			7-1-21	30 min/wk			$76			$152
7. Transportation										
8. Residential Board & Care										
8. Other										
9. Other										
10. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 152
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 3056

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

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective or July 1, 2021 and terminates at 5:00 p.m. on July 16, 2021 unless sooner terminated as provided herein.

LEA

_____
(Signature)

Hilaria Bauer, Ph.D., Superintendent
(Type or Print Name)

Alum Rock USD
(Name of LEA)

2930 Gay Ave
(Mailing Address)

San Jose, Ca 95127
(City, State, Zip Code)

CONTRACTOR

Thu Thompson
(Signature)

Thu Thompson
(Type or Print Name)

Beacon School
(Name of NPS/NPA)

5670 Camden Avenue
(Mailing Address)

San Jose, CA 95124
(City, State, Zip Code)

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES

(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2022, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): ALUM ROCK UNION SCHOOL DISTRICT

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 GAY AVENUE, SAN JOSE, CA 95127

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

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5670 CAMDEN AVENUE, SAN JOSE CA 95124

PUPIL NAME: _____ _____ _____ GENDER: ☑ M ☐ F
(Last) (First) (Middle)

ADDRESS: _____ CITY: SAN JOSE STATE: CA ZIP. _____

PUPIL TELEPHONE NUMBER: (___) _____ DOE. ___/___/___

PUPIL ID/SS NUMBER: _____ GRADE: 8

RESIDENTIAL SETTING: ■ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ # _____

☐ OTHER _____

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

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

CONTRACT TERMS:

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

   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   OCT 15, DEC 17, MAR 18, JUN 3

3. Other Provisions (provide attachments as necessary): _____

SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, et seq.)

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

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 200 x Per Diem $ 264 = TOTAL BASIC EDUCATION COSTS (A) $ 52,800.00
(Include extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TC COST F CONTR PERIC
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. Counseling										
4. OT										
5. PT										
6. Speech/Language										
7. Transportation										
8. Residential Board & Care										
8. Other										
9. Other										
10. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ 0.00
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 52,800.00

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

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on JULY 1, 2021 and terminates at 5:00 p.m. on JUNE 30, 2022 unless sooner terminated as provided herein.

LEA

_____
(Signature)

Hilaria Bauer, Ph.D., Superintendent
(Type or Print Name)

Alum Rock USD.
(Name of LEA)

2930 Gary Ave
(Mailing Address)

San Jose, Ca 95127
(City, State, Zip Code)

CONTRACTOR

Thu Thompson
(Signature)

Thu Thompson
(Type or Print Name)

Beacon School
(Name of NPS/NPA)

5670 Camden Avenue
(Mailing Address)

San Jose, CA 95124
(City, State, Zip Code)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education Department (School/Dept.) VENDOR NO. 22129

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: The Reilly Behavioral Group, LLC.

   Address: 1360 N. Winchester Blvd. #5 City: San Jose State: Ca Zip: 95128

   Phone: (408) 709-9214 Email Address: _____

   SSN: _____ or Fed I.D. #: 90-0512413

   Mutually agree and promise as follows:

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

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

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

   The Reilly Behavioral Group, LLC. provides ongoing training, direct services, parent support, assessments, data analysis and program support to students diagnosed with autism. These services assist the District in developing and maintaining defensible programs for students with autism.

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:** $25,000 (describe rate agreement) $130/hr ABA BID $60/hr ABA BII

   $3,150 FBA 080-6512-0-XXXX-00-5750-1190-000000-380-6512

5. **BUDGET CODE:**

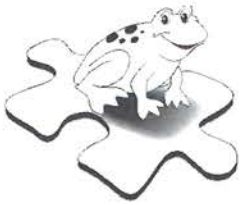
FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				25,000		
080-	6512-0-	5815-00-5750-	1190-	000000-	380-	6512

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



The Reilly Behavioral Group, LLC

Behavioral Health, Meaningful Outcomes, Quality of Life

ABA SCOPE OF SERVICE 2021-2022

Behavior Intervention Services (BIS)

1. Direct behavior intervention services to students (BII, BID)
2. Supervision and session overlap with registered behavior technicians' direct sessions (BID)
3. Consultation with and training to students' teacher(s) and related service providers (BID)
4. Design and implementation of behavior programs (BID)
5. Monitor and report progress on IEP goals, as per the district's progress report due dates and students' annual/triennial IEPs due dates

Participants Served: 1

Dates of Services Rendered: 8/1/2021 - 6/30/2022

Summary of Services Provided

Service Level	Rendered Hours	Hourly Rate
BID	8 hours/month	$130.00
BII	9.5 hours/week	$60.00
FBA	22 hours	$130

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: One Beacon St 15th Flr City: Boston State: MA Zip: 02108

Phone: (650) 517-5191 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:

Citizen Schools will provide a hands-on learning experience through 10 weeks of apprenticeship classes partnering with industry professionals as volunteer mentors at Adelante & Hubbard schools of Alum Rock School District. During these 10 weeks, students will gain content knowledge along with mastery of 21st Century skills.

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:** $75,132.10 (describe rate agreement) Adelante & Hubbard Schools

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7425-0-	5815-00-1110-	1000-	75,132.10		
	000000-	360-	7390			

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

Scope of Work: AppEx Program at Adelante and Hubbard

Overview

Citizen Schools will provide a hands-on project-based apprenticeship program for 6th - 8th grade students at Adelante and Hubbard. The overarching goal is to re-engage students by utilizing Citizen Schools' apprenticeship model that promotes S.T.E.M. careers with industry professionals as volunteer mentors.

Scope of Work

Citizen Schools' staff will provide a hands-on learning experience through 10 weeks of apprenticeship classes partnering with industry professionals as volunteer mentors both in the Fall and Spring semesters. During these 10 weeks students will gain content knowledge along with mastery of 21st Century Skills. (ie. Communication, Collaboration, Problem-Solving, Innovation) Citizen Schools will offer a total of 8 apprenticeship opportunities at each site for students to choose from twice a week. After each 10 week session students will showcase their work at our WOW! Event where families celebrate their students' achievements.

The major objectives of the Citizen Schools AppEx Program are:

- Support master of 21st Century Skills
- Exposure to STEM college to career pathways

Program Site

1. Adelante
2. Hubbard

Fees

Spreadsheet attached

Timeline and Implementation

August 9th - 13th 2021: Staff training on program implementation
August 17th 2021 - June 10th 2022: AppEx Program Implementation

"Cost of Apprenticeships at Hubbard and Adleante
2 times per week - 90 minute session for all students 80 students at each site total 160

PERSONNEL	*mon Hubbard 3:00 pm 4:30pm*	*tues - Adalante 3:00 - 4:30 pm*	*wed Hubbard 3:00 - 4:30pm*	*thurs - Adelante 3:00 - 4:30 pm*	*Fri prep time 1 hr for each appreticeship*	*Training hours*	*NOTES*	
staff #1	$41.65	$41.65	$41.65	$41.65	$83.30	$41.65	P/T benefits additional hours for apprenticeship	
staff #2	$41.65	$41.65	$41.65	$41.65	$83.30	$41.65	P/T benefits additional hours for apprenticeship	
staff #3	$41.65	$41.65	$41.65	$41.65	$83.30	$41.65	P/T benefits additional hours for apprenticeship	
staff #4	$41.65	$41.65	$41.65	$41.65	$83.30	$41.65	P/T benefits additional hours for apprenticeship	
Campus Director supervisor	$194.25	$194.25	$194.25	$194.25		$194.25	F/T benefits small additional time fot oversight	
Regional support for training	$49.60	$49.60	$49.60	$49.60			F/T benefits small additional time fot extra volunteer engagement	
Personnel Daily Total	**$410.45**	**$410.45**	**$410.45**	**$410.45**	**$333.20**	**$360.85**		**$2,335.85**
Weekly Personnel	$2,335.85							
Total Personnel Cost	**$30,366.05**						11 weeks	
PROGRAM MATERIALS								
fingerprinting	$1,500.00						up to 20 volunteers	
supplies apprenticeship	$4,800.00							
WOW event	$600.00							
supplies general	$300.00							
Total Program Costs	**$7,200.00**							
Total Expenses for 2 schools 160 students each twice a week/semester	**$37,566.05**							
Total for the year	**$75,132.10**							

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: Cityspan Technologies Inc.

   Address: 2021 Fillmore St #127 City: San Francisco State: CA Zip: 94115

   Phone: (510) 665-1700 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:

   Cityspan supports the Alum Rock Union School District with management of attendance data for all ASES and extended day programs. Cityspan provides training and support on attendance reporting software.

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

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

   X b. **Other:** $14,500.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				14,500.00	ASES	
060	6010-0-5896-	00-1110-1000-	000000-	360-1386		

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

cityspan

CITYSPAN LICENSE AGREEMENT

This AGREEMENT, dated June 23, 2021, is made between **Cityspan Technologies, Inc.** ("Licensor") with principal place of business at **2021 Fillmore St. #127, San Francisco, CA 94115** and **Alum Rock Union Elementary School District,** ("Licensee") an organization with a principal place of business at **2930 Gay Avenue. San Jose, CA 95127.**

1. Introduction.

This Agreement sets forth the responsibilities of the Licensor to customize and make available Cityspan ("Software") and the Licensee's rights to use the Software.

2. License

Grant of License. Subject to the terms and conditions of this Agreement, Licensor grants Licensee a perpetual, exclusive, non-transferable license to use the software. This agreement can be renewed annually by payment of the appropriate annual license fees.

3. Term of Agreement

The term of this Agreement shall be July 1, 2021 to June 30, 2022 or until terminated according to terms and conditions stated in Section 10: "Termination."

4. Customization

A. Licensor agrees to customize the software to meet the Licensee's functional specifications.

B. Licensor shall retain title and ownership of custom modifications.

5. Ownership of Data

A. The Licensee shall own all data entered into the database. Licensee may request a copy of the data at any time. Upon termination of this Agreement, Licensee may obtain a copy of the original data.

B. Licensor will make available a data export tool that provides Licensee with on-demand access to system data.

6. Ownership of Software

A. The Licensor represents and warrants that it owns the Software and all related documentation.

B. The Licensor represents and warrants that the Software and all related documentation will not infringe upon the intellectual property rights of any other person.

C. The Licensor will defend, indemnify and hold the Licensee harmless from and against any loss, cost and expense that the Licensee incurs because of a claim that use of the Software infringes any United States copyright of others.

7. Fees

A. Licensing, Hosting and User Support

An annual fee will be charged for licensing the software, hosting it at Cityspan's data center and providing user support. The fee covers costs related to server hardware and software maintenance, internet connectivity, security monitoring and help desk operations. Cityspan's help desk provides toll-free phone and email-based support to users during business hours (M-F, 8 AM-5 PM PST). Support requests will be met within one business day.

				Annual Recurring
ITEM	UNIT COST	QTY	TOTAL	TOTAL
A.1 Licensing, Hosting and User Support	$400	25	$10,000	$10,000
		TOTAL COSTS	$10,000	$10,000

B. Project Management

An annual project management fee will be charged to cover costs associated with meetings, email and phone communications between Licensee and Cityspan. Management tasks include requirements planning, oversight of custom development, monitoring of user feed-back and periodic status reports. Cityspan determines annual required hours based on project scope. Project management time is billed at a rate of $125 per hour.

				Annual Recurring
ITEM	UNIT COST	QTY	TOTAL	TOTAL

B.1	Project Management	$125/hr.	10 hrs.	$1,250	$1,250
			TOTAL COSTS	$1,250	$1,250

C. Data Integration

A fee will be charged for the maintenance of the data integration that is in place between Client's District database and Cityspan

					Annual Recurring
ITEM		UNIT COST	QTY	TOTAL	TOTAL
C.1	Data Integration	$125/hr.	20 hrs.	$2,500	$2,500
			TOTAL COSTS	$2,500	$2,500

D. Training Services

Cityspan will provide 1 online training, approximately 60-90 minutes in length. The first training is free. Additional trainings may be requested at a separate cost of $175 each.

					Annual Recurring
ITEM		UNIT COST	QTY	TOTAL	TOTAL
D.1	In Person Training	$750/session	0 sessions	$0	$0
D.2	Additional Webinar Training Sessions	$175/session	1 session	$175	$175
			TOTAL COSTS	$175	$175

E. Fee Summary

YEAR 1

Section	Cost Category	
A	Licensing, Hosting and User Support	$10,000

B	Project Management	$1,250
C	Data Integration	$2,500
D	Training Services	$175
	TOTAL COSTS	$13,925

Annual Recurring

Section	Cost Category	Annual Recurring
A	Licensing, Hosting and User Support	$10,000
B	Project Management	$1,250
C	Data Integration	$2,500
D	Training Services	$175
	TOTAL COSTS	$13,925

Total Fees

The total cost of fees to be paid by Licensee under this agreement shall be up to but not exceed $13,925.

8. **Payment Schedule**

Licensor will submit invoices to Licensee at least 30 days prior to payment due dates. Fees will be billed annually according to the following schedule.

Due: August 1, 2021
Licensing, Hosting and User Support Fees = $10,000
Project Management = $1,250
Customization (hours to date) = $2,500
Training Services = $175

9. **Confidentiality**

Licensor will not knowingly disclose to any third person, and will not, except in the performance of this Agreement, use any non-public information it obtains about the Licensee's activities, businesses, records or finances. This prohibition does not apply to any information that (a) is or becomes known to the public without the fault of or breach by the Licensor; (b) the Licensee regularly discloses to others without restrictions on disclosure; or (c) the Licensor obtains from another person without restriction on disclosure and without breach by the other person of a non-disclosure obligation.

10. **Termination**

This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days written notice to the Licensor. In the event of such a cancellation, Licensor will be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed.

11. Inability to Provide Service

If Licensor should cease to operate as a business, Licensor shall transfer to Licensee a non-proprietary copy of the software for Licensee's internal use. The transfer of software shall occur within 30 days of receipt of a written request from Licensee. The Licensor will own and retain all proprietary rights in the Software, Documentation and the User's Manual.

12. Other Remedies.

The right of either party to terminate this Agreement under this Section 10 shall not be deemed an exclusive remedy, and either party shall be entitled to any other rights and remedies it may have.

13. Amendments

This Agreement may be amended only in writing signed by both parties.

14. Notices

Any notice required or permitted to be given by this Agreement shall be in writing and addressed as set forth below and (i) delivered in person, which shall be effective on the date of delivery; (ii) sent by registered or certified mail, return receipt requested, which shall be effective on the date of delivery set forth on the return receipt; (iii) sent by overnight courier, which shall be effective on the date of delivery set forth in the courier's records. Either party may change the address for giving notice under this section by sending the other party a written notice under this section.

If to the Licensor:
Cityspan Technologies
2021 Fillmore St. #127
San Francisco, CA 94115
Attention: Mark Min

If to the Licensee:
Alum Rock Union Elementary School District
2930 Gay Avenue.
San Jose, CA 95127

15. Governing Law

This Agreement shall be governed and interpreted by the laws of the State of California, without reference to conflicts of laws rules. Venue for all legal proceedings arising out of this Agreement, or breach thereof, shall be in the state or federal court with competent jurisdiction in Alameda County, California.

16. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance of any of its obligations under this Agreement if the delay or failure is caused by acts of God or other circumstances or events beyond its reasonable control, provided that the delayed or failing party shall have made all efforts reasonable under the circumstances to avoid or mitigate the effects of the delay or failure.

17. No Other Agreements

This Agreement, including without limitation the Customization Request to be attached to this Agreement, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, promises and representations, whether written or oral, with respect to the subject matter of this Agreement.

18. Independent Contractor

The Licensor is an independent contractor under this Agreement and is solely responsible for payment of the wages and benefits of its employees who provide services to the Licensee under this Agreement, and nothing in this Agreement shall be deemed to create a partnership, joint venture or other association between the parties.

19. Assignment

Licensor shall neither assign nor transfer any rights or obligations under this Agreement without prior written consent of Licensee.

20. Liability.

Licensor agrees to indemnify and save and hold the Licensee, its representatives and employees harmless from any and all claims or causes of action, including attorney's fees incurred by the Licensee, arising from the performance of this Agreement by Licensor or Licensor's agents or employees. This clause shall not be construed to bar any legal remedies Licensor may have for the Licensee's failure to fulfill its obligations pursuant to this Agreement.

21. Counterparts.

This Agreement may be executed in any number of counterparts, signed by one or both of the parties, but all such counterparts shall constitute together a single agreement.

Cityspan Technologies

By _____

Mark Min

CEO

Alum Rock Union Elementary School District

By Hilaria Bauer, Ph.D

Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

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: Little Heroes

   Address: 5669 Snell Avenue #275 City: San Jose State: CA Zip: 95123

   Phone: (619) 384-8229 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-0805877

   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:

   Little Heroes provide youth development programs at various elementary schools in ARUSD to support and enrich student learning. Little Heroes staff is prepared to provide on-site or virtual programming, 9am-5pm - Monday - Friday with exact hours to be mutually agreed upon.

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:** $28,000.00 (describe rate agreement) Not to exceed $28,000 per site.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Little Heroes– How Can We Make a Difference?

Rescue Recess & Fun Fitness

Little HEROES knows the value of providing youth with fun and inclusive games to play at recess time. We aim to provide this such atmosphere at elementary schools everywhere. We will organize your yard and train your staff to be more involved during recess times. We also provide youth leadership opportunities which focus on character development, and allow students to gain more pride in their school. Our goal is to establish a carnival type atmosphere. With fun; organized games and safe pathways to walk and move from game to game.

Playground HEROES

Our coaches will communicate with teachers and administration and select 20-30 upper grade students to be our Playground HEROES. We will train these students weekly after school while providing leadership opportunities to them. We focus on teaching specialized skills to further allow them to make an immediate impact in their school. These "Playground HEROES" will be given trainings on rules to the yard, all recess games and activities, as well as conflict resolution techniques and public speaking which will further boost their confidence. These Mini Coaches will be responsible for maintaining a well organized and inclusive recess yard, while setting impeccable examples both inside and outside of the classroom. Our GOAL is to have each of these future leaders leave their elementary schools ready to step up and continue that path at the next level.

Classroom Game Times

We use class game times as another tool in creating a structured and organized yard. Our on site coach will pull each class out at least once every two weeks for a 30-40 minute class game time. During these times we teach students the rules to our core games as well as provide a chance to engage in new and exciting games focused on communication, collaboration, and creativity. We will work with your staff to find out what standards and curriculum you will be using over the course of the year and devise games which will reflect this curriculum. These games will then be available as an additional option during recess and lunch times.

Peer Mentorship Program

Our Peer Mentorship Program focuses on a supreme effort in developing our youth and providing opportunities for a brighter future. Each year, with the help of the administration and staff, we will target 20 at risk students from each school and set them up for success. We meet

with these students after school weekly, tutor, mentor, and help create a sense of ownership within their community. We will maintain our relationship with these leaders while they are in middle school and ask that they come back to mentor more children from their own communities. We will still provide tutoring sessions and other resources to them to help ensure they stay on that right path. As they head into High School will provide these mentors with more opportunities to be leaders within their communities as well as provide SAT prep classes, grant and scholarship workshops and college application support. We want every child to grow up with the realization that college is for EVERYONE. Each of the twenty original students we select will have a major impact on so many others in their communities and that impact will trickle down to more and more each year.

Little HEROES Sports Tournaments

One avenue in which we provide a fun and healthy environment for children to thrive, stay active, and develop vital social skills is through our sports tournaments. Children from various school districts and social backgrounds throughout the Bay Area engage in a myriad of sports including basketball, soccer, flag football, and even street hockey! Our volunteer and on staff coaches diligently work with the children; teaching them the value of teamwork, accountability, effort, and sportsmanship. We feel that is extremely important that children learn to both win and lose graciously and respectfully. Our Tournaments help to ensure just that.

Staff Trainings / Classroom Management Trainings

Little Heroes isn't just focused on providing structure, fun, and fitness to elementary schools through play. We are also dedicated to providing various training's to help your staff perform at a higher level. No matter the age or the athletic ability, the Little Heroes training team is excited to introduce a variety of all inclusive games and activities which will bring out commonalities within co-workers and encourage teamwork and togetherness. Our team building exercises are filled with fun, smiles, and laughter and will also work to provide your team with a refreshing new outlook on themselves and their dynamic. We also provide trainings to ensure the educators have every skill needed to have the confidence to take their classes out to play more often. This creates a fun way for your kids to learn and helps strengthen the bonds between student and teacher by allowing the students to see the educator in a different light. One created around play.

Collaboration Days

We at Little HEROES truly recognize the importance of allowing your staff the chance to collaborate more often, to help plan out the upcoming lessons, and have an extra opportunity to organize their schedules. We provide these opportunities as we take all students in each grade level for 50 minutes to an hour each week, bi-weekly, or monthly; depending on school size and need. During these collaboration days, the students will receive valuable anti-bullying assemblies, rules and regulation assemblies, and fun games and activities. We've proven these days to be extremely valuable to the culture of the school, as students are given valuable lessons and the staff are given an extra opportunity to plan and communicate with their peers.

Little Heroes Distance Learning Components

100% Distance Learning Model

If Schools are to start with 100% of its students doing distance learning, Little Heroes coaches will Provide the Following:

- Each Coach Will Start Heroes Fit Sessions online First day of school.
- Coaches will start Heroes Fit sessions at 9am daily and can do up to six sessions daily. Each session will be 20 minute brain breaks for our students.
- With each coach providing 4-6 sessions each day, we can assure each class the chance to have a session with their coach at least once every week. Some schools will get to see their coach twice a week.
- Each Coach will collaborate with all teachers to create a schedule for all the sessions throughout the year. (Note: Each session must have a certified staff member present during each Heroes Fit Session)
- Heroes fit sessions can be a part of the teachers daily schedule to ensure a certified staff member is always present, this will help with making sure all students participate in the Heroes Fit sessions.
- Little Heroes is also offering 1 on 1 mentoring and tutoring sessions for students that need a little extra attention throughout the school day.
- We are offering a group mentor session, for up to 15 students. This will be a daily check-in and homework center, after the school day for up to an hour. Our coach will continue to work with this group and ensure they are being provided a quality experience and environment to get work done each day.
- Let's push the boundaries of our group sessions. Most of our students will only get to see their classmates on a screen each day. We are hopeful we can open up a daily group recess session led by our coach. As many students can join in. This way students can get a chance to see new faces each day and provide a little extra joy in their lives.

Little HEROES
Standard Contractor Agreement

ARTICLE I PARTIES TO THIS AGREEMENT

This agreement is entered into and effective as the last day of signature hereto ("Effective Date") by and between LITTLE HEROES ("Provider"), a California non-profit organization, having it's principal offices located at 5669 Snell Ave. #275, San Jose, CA 95123, and ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS ("ALUM ROCK SCHOOL DISTRCT AND PARTICIPATING SCHOOLS"), having its principal offices located at 2930 Gay Ave.. San José, CA 95127.

ARTICLE II PREMISES OF THIS AGREEMENT

WHEREAS, ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS is allowing PROVIDER access to school premises to offer services to its students and its staff (collectively, "PERSONNEL"), and

WHEREAS, the parties desire that PROVIDER administer a Youth and Recess Development program, to establish a Fun Fitness & Rescue Recess component, an after-school sports program, and teacher trainings for PERSONNEL on the terms and conditions set forth herein;

NOW, THEREFORE, by reason of the foregoing premises, and in consideration of the mutual covenants set forth in this Agreement, the sufficiency of which being mutually acknowledged hereby, the parties agree to as follows

TERM AND DEFINITIONS

Confidential Information: Shall mean any and all information obtained by ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS related to PROVIDER or its PERSONNEL.

Contact Personnel: Shall mean the Director of Administrative Services, or anyone to whom responsibility for the relationship with PROVIDER be delegated.

Program Costs: Program cost is $28,000 Annually

Payable in 10 monthly payments of $2,800 each

Payment will be initiated by the submission of an invoice referencing the PO number corresponding to the school of service. Invoices will be submitted on the 1st of each month.

Program Hours: shall be the daily time in which the PROVIDER shall physically deliver the program to ALUM ROCK SCHOOL DISTRCT AND PARTICIPATING SCHOOLS and shall be defined as Monday to Friday between the hours of 8:00AM and 3:00PM

Provider Team: shall mean all officers, directors, staff, employees, contractors, and affiliates of PROVIDER that have access to PERSONNEL

"Service": shall mean the development, delivery, and administration of a Youth and Recess Development program for the PERSONNEL and ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS during the term.

Term: Unless terminated by PROVIDER, this Agreement will remain in force for the duration of the 2021-2022 school year. Beginning in August of 2021 and ending in July of 2022.

This contract will only be renewable in the sole discretion of PROVIDER

GENERAL TERMS AND CONDITIONS

SECTION 1.0 SCOPE OF THIS AGREEMENT

Status as Independent Contractor: The relationship established between ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS and PROVIDER by this agreement is that of an Independent Contractor, and nothing herein contained will be deemed to establish or otherwise create a relationship of principal and agent between ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS and PROVIDER. PROVIDER respresents that it is an independent contractor who will not be deemed an agent of ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS for any purposes whatsoever and neither PROVIDER nor any of its agents or employees will have the right or authority to assume or create any obligation of any kind, whether express or implied, on behalf of ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS. PROVIDER will not make any claims that it is an employee of ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS and will indemnify and hold ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS harmless from any and all claims or findings that seek to nullify the Independent Contractor status of PROVIDER

Little HEROES
Standard Contractor Agreement

SECTION 2.0 MARKETING

2.1 Publicity and Logo Usage: PROVIDER shall secure the right to reference the Agreement for use in PROVIDER's publicity and marketing purposes in connection with Provider's efforts to market its programs or products. Specifically, Provider will be authorized to include the ALUM ROCK UNION SCHOOL DISTRCT AND PARTICIPATING SCHOOLS name and/or logo in PROVIDERS marketing materials, advertisements, sales presentations, and on PROVIDERS website.

SECTION 3.0 COMPLIENCE WITH LAWS

3.1 Local Laws: Both parties agree to fully comply with all applicable legal obligations

SECTION 4.0: AMENDMENTS

7.1 Amendments: PROVIDER reserves the right to change or otherwise modify, in its sole discretion, the preceding terms at any time.

SECTION 5.0 INSURANCE

PROVIDER will maintain during the Term of this Agreement: (a) Workers' Compensation Insurance as prescribed by the law of the state in which PROVIDER's obligations under this Agreement are performed. (b) Employer's Liability insurance with limits of at least $2,000,000 for each occurrence, (c) Commercial General Liability insurance with combined single limits for each occurrence of at least $1,000,000, (d) errors and omission liability coverage with limits of at least $1,000,000 for each occurrence and (e) if the use of motor vehicles in required, Commercial Automotive Liability insurance (including hired and non-owned coverage) with combined single limits for each occurrence of at least $1,000,000 for bodily injury and property damage.

SECTION 6.0 NON-WAIVER

Failure of either party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder will not be construed as a waiver of such term, condition, right, or privilege.

SECTION 7.0: NOTICES

Notices and other communications required or permitted to be given pursuant to this Agreement will be in writing and will be deemed to have been duly given if delivered in hand, sent by courier service, or delivered by mail to the following address

To ALUM ROCK UNION SCHOOL DISTRICT
State & Federal
2930 Gay Ave.
San Jose, CA 95127

To PROVIDER:
Little HEROES
5669 Snell Ave. #275
San José, CA 95123

SECTION 8.0: CHOICE OF LAW AND FORUM; CONSENT TO JURISDICTION

This Agreement and any claims arising hereunder or related hereto will be covered by the laws of the state of California, except provision relating to conflict of laws. Any suit regarding this Agreement must be brought in a court of competent jurisdiction in Santa Clara County, California. The parties hereby consent and submit to the personal jurisdiction of such courts for the purpose of litigating any such action.

SECTION 9.0: ENTIRE AGREEMENT

This Agreement along with the Alum Rock Elementary Independent Contract Agreement represents the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior negotiations and Agreements concerning the same.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

ALUM ROCK UNION SCHOOL DISTRICT AND PARTICIPATING SCHOOLS:

Print Name: Hilaria Bauer, Ph.D.

Sign: _____

Date: _____

School: _____

PROVIDER:

Print Name: Jazzale Beeks

Sign: _____

Date: 08 / 04 / 2021

BOARD APPROVAL:

Print Name: _____

DocuSign Envelope ID: D3E43A0F-7174-4A4A-BE6A-AF58E6D4B4C1

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Norma Flores

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: Asian Americans for Community Involvement (AACI)

   Address: 2400 Moorpark Ave #300 City: San Jose State: CA Zip: 95128

   Phone: (408) 975-2730 Email Address: _____

   SSN: _____ or Fed I.D. #: 94-2292491

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 9/1/2021 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:

   Asian Americans for Community Involvement (AACI) will provide Behavioral Health Services and Substance Use Prevention (Friday Night Live) programs at selected school sites within ARUSD. Materials are provided by AACI. These services are offered to all grade levels at these sites. Services can be provided on site or virtual.

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

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

   X b. **Other:** $0 (describe rate agreement) No Cost to District

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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Memorandum of Understanding (MOU) Between
Asian Americans for Community Involvement (AACI)
&
Alum Rock Union School District

By this agreement made and entered into on this 18th day of June 2021 between Alum Rock Union School District (hereinafter referred to as ARUSD) and Asian Americans for Community Involvement (AACI) (hereinafter referred to as Provider), in consideration of their mutual covenants, the parties hereto agree as follows:

1. **DESCRIPTION OF SERVICES:** Asian Americans for Community Involvement (AACI) will provide the following services to ARUSD:
    a. Friday Night/Club Live, substance use education programs at schools (to be determined). Friday Night/Club Live mission is to build partnerships for positive and healthy youth development and to engage youth as active leaders and resources in their communities. The primary goal of Friday Night/Club Live is to form partnerships between young people and adults to provide programs rich in opportunities and support so young people will less likely engage in problem behaviors and more likely to achieve in school, attend higher education, and secure full-time jobs. Friday Night/Club Live's vision is to work hand-in-hand with young people, so they are both problem free and fully prepared for their futures. Friday Night/Club Live programs support youth-driven school and community efforts. Engaging youth in creating change around issues that impact them benefits young people in supporting positive development and also benefits adults, organizations, and communities. Young people provide valuable insight, perspective, and experience and engaging them ensures that change being created is relevant to their lives. The program services will be conducted virtually during student distance learning. In-person program services will resume upon notification and authorization from ARUSD.
    b. AACI agrees to provide behavioral health services (including individual therapy, collateral and case management) on-site at Painter, Linda Vista and Lucha. We can take up to 10 students per school and the session days and times will be agreed upon by AACI counselor/manager and school personnel at the beginning of the school year depending on space availability.

A. PURPOSE OF MOU: To outline the services provided by AACI for ARUSD at selected schools within the district.

B. DUTIES OF PROVIDER: The Provider agrees to provide the following services, materials, and/or products: On-site and/or virtual Friday Night Live and Behavioral Health Services. Services including capacity skill building training, assist youth in implementing projects that are designed to elicit community or neighborhood-wide norm or policy change, foster mental and emotional health and well-being, foster academic commitment and achievement, youth engagement in community service, social action activities, and advocacy for safe and healthy environments, collaboration with school staff, and provide ongoing support services to student and families and referrals to community agencies as needed.

C. DISTRICT/SCHOOL OBLIGATIONS: For the period of this agreement, ARUSD shall provide the following: Provide physical space for AACI services, digital space for virtual and online programming, student referrals, assistance for AACI staff to provide effective services and opportunities to staff about the referral process for teachers and staff. Provided, however, the "assistance for AACI staff" shall not significantly impact the

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work-load of any ARUSD employee.

D. COMPENSATION: For the full performance of this agreement, ARUSD shall pay $0.00 to Provider. The Santa Clara County Department of Behavioral Health Services (BHS) has contracted with AACI for all program services outlined in section 1, Description of Services and Duties of Provider. ARUSD is therefore not responsible for any program related expenses incurred by the Provider unless the parties agree in advance.

E. PERIOD OF MOU: The Provider's work as specified in this agreement shall commence on **September 1, 2021** and shall be completed on or before **June 30, 2022.**

F. GENERAL TERMS AND CONDITIONS:

1. INDEMNIFICATION: The Provider agrees to indemnify, defend, and hold harmless ARUSD its officers, agents, employees, and volunteers from any claim of damage or loss to any students and/or employees of ARUSD, or other persons, firms, or corporations including those furnishing or supplying work, services, materials, or supplies, where the claim or loss is alleged to arise from the negligence or other culpable conduct of the Provider and/or any agent of the Provider (including any medical staff it supervises) in the performance of this agreement. The Provider's obligation to defend shall be triggered by its receipt of notice of such claim or loss.

2. NON-DISCRIMINATION: No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.

3. CONFLICT OF INTEREST: Before executing this agreement, the Provider shall disclose to the ARUSD identities of any board member, officer, or employee of ARUSD, or relatives thereof, who the provider knows will have financial interest resulting from this agreement.

4. LICENSE AND AUTHORITY: The Provider will maintain all necessary licenses during the term of agreement. If other than a natural person, Provider is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.

5. EQUIPMENT AND FACILITIES: The Provider will provide all necessary equipment and facilities to render his/her services pursuant to this agreement, unless otherwise agreed to by the parties. The Provider alone shall be solely responsible for the pay and benefits and any other compensation for all medical personnel it provides.

6. USE OF ADDITIONAL WORKERS BY PROVIDER: The Provider may, at the Provider's own expense, employ additional workers or other Providers as necessary for the completion of this agreement and shall maintain workers' compensation insurance as required by state law. ARUSD shall not control, direct, or supervise the Provider's additional workers or Providers in the performance of those services. The Provider assumes full and sole responsibility for the payment of all compensation and expenses of these additional workers or Providers and for all state and federal income tax, unemployment insurance, social security, disability insurance, and other applicable withholdings. The Provider shall not hire employees of ARUSD for performance of this agreement.

7. ASSIGNMENT: Without the written consent of ARUSD this agreement is not assignable by the Provider.

8. SUCCESSORS AND ASSIGNS: This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

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9. FINGERPRINTING AND CRIMINAL RECORDS CHECK: Provider shall comply with the provisions of Education code section 45125.1 regarding the submission of employee fingerprints with the California Department of justice and the completion of criminal background investigations of its employees. Provider shall not permit any employees to have any contact with District pupils until such time as Provider has verified in writing to ARUSD that such employee has not been convicted of a felony as defined in Education code 45125.1. Provider's responsibility shall extend to all employees, subcontractors and employees of subcontractors regardless of whether such individuals are paid or unpaid, concurrently employed by the district and/or acting as independent providers of the Provider. Verification of compliance with this section shall be provided in writing to ARUSD prior to the commencement of participation in the agreed project and prior to contact with students.

10. HEALTH EXAMINATION: No person shall be initially allowed to interact with students unless he/she has placed on file with the provider or district a certificate from a physician licensed under the Business and professions Code indicating that a tuberculosis examination within the past 60 days shows that he/she is free from active tuberculosis. The tuberculosis examination shall consist of an approved intradermal tuberculin test. An X-ray of the lungs shall be required only if the intradermal test is positive. (Education Code 49406)

11. APPLICABLE LAW: The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.

12. CHANGES OR ALTERATIONS: No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of ARUSD and Provider.

13. HEADINGS: All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. TERMINATION: The Provider and/or ARUSD may terminate this agreement upon thirty (30) days advance written notice and be relieved of the payment of any consideration to the Provider should the Provider fail to perform under this agreement. In the event of such termination, ARUSD may proceed with the work in any manner deemed proper by ARUSD. The cost to ARUSD shall be deducted from any sum due the Provider under this agreement.

15. SEVERABILITY: In the event any portion of this agreement shall be held by a Court to be invalid, such holding shall not invalidate the remainder of this agreement.

16. AMBIGUITY: The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

17. COPYRIGHT: Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the Provider and ARUSD.

18. EXPENSES: The Provider shall be responsible for all costs and expenses incident to the performance of services for ARUSD, except as provided by this agreement, including but not limited to: all costs of equipment provided by the Provider; all fees, fines, licenses, bonds or taxes required of or imposed against the Provider; and all other of the Provider's costs of doing business.

19. 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 Provider certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUSD. Additionally, as the Contractor is not an ARUSD employee, ARUSD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

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G. COMMUNICATIONS: Communications between the parties to this Agreement may be sent to the following addresses:

Provider:	School District:
Asian Americans for Community Involvement (AACI) 2400 Moorpark Avenue, Suite 300 San Jose, CA 95128 ATTN: Sarita Kohli, President/CEO	Alum Rock Union School District 2930 Gay Ave San Jose, CA 95127 ATTN: Dr. Hilaria Bauer, Superintendent

H. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire agreement between the parties with respect to the subjects covered herein. The Provider's signatures below signify both an understanding and acceptance of the contract provisions.

I. ARUSD REPRESENTATIVE

Signature:

Print Name: Hilaria Bauer, Ph.D.

2930 Gay Ave
San Jose, CA 95127

Phone: (408) 928-6800

E-Mail Address: hilaria.bauer@arusd.org

PROVIDER

Signature: DocuSigned by: Sarita Kohli EA04943B190D415...

Print Name: Sarita Kohli
President/CEO

Address: 2400 Moorpark Ave. #300
San Jose, CA 95128

Phone / Fax:
408-975-2730/408-975-2745

E-Mail Address: sarita.kohli@aaci.org

DocuSign Envelope ID: 99C6A598-4B8E-423F-9B1D-6646452D3775

Attachment A

Schools: Behavioral Health Services will be provided at Painter, Linda Vista and Lucha. Friday Night Live programs will be provided at schools to be determined at later date.

Service Provider/Agency: Asian Americans for Community Involvement

Agency Contact: Sarita Kohli,
President/CEO
Phone Number: 408-975-2730 ext. 106

Description of Services: Asian Americans for Community Involvement (AACI) will provide the following programs/services to ARUSD:

a. Friday Night Live program at schools (to be determined). The Friday Night/Club Live mission is to build partnerships for positive and healthy youth development and to engage youth as active leaders and resources in their communities. The primary goal of Friday Night/Club Live is to form partnerships between young people and adults to provide programs rich in opportunities and support so young people will less likely engage in problem behaviors and more likely to achieve in school, attend higher education, and secure full-time jobs. Friday Night/Club Live's vision is to work hand-in-hand with young people, so they are both problem free and fully prepared for their futures. Friday Night/Club Live programs support youth-driven school and community efforts. Engaging youth in creating change around issues that impact them benefits young people in supporting positive development and also benefits adults, organizations, and communities. Young people provide valuable insight, perspective, and experience and engaging them ensures that change being created is relevant to their lives. The program services will be conducted virtually during student distance learning. In-person program services will resume upon notification and authorization from ARUSD.
b. AACI agrees to provide behavioral health services (including individual therapy, collateral and case management) on-site at Painter, Linda Vista and Lucha. We can take up to 10 students per school and the session days and times will be agreed upon by AACI counselor/manager and school personnel at the beginning of the school year depending on space availability.

Services Provided: The Provider agrees to provide the following services, materials, and/or products: On-site and/or virtual Friday Night Live and Behavioral Health Services. Services including capacity skill building training, assist youth in implementing projects that are designed to elicit community or neighborhood-wide norm or policy change, foster mental and emotional health and well-being, foster academic commitment and achievement, youth engagement in community service, social action activities, and advocacy for safe and healthy environments, collaboration with school staff, and provide ongoing support services to student and families and referrals to community agencies as needed.

MOU/Contract: Yes No **Board/District Approved:** Yes No

Date Approved:

If yes, term of MOU/contract dates: **September 1, 2021** through **June 30, 2022**

(ATTACH COPY OF MOU/CONTRACT)
Contract cost to the District: $0.00

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List names of agency staff on campus with or without MOU:

Paulina Vo-Griffin	Paulina.vo-griffin@aaci.org	(408) 975-2730 ext. 489
Angi Reddell	Angela.reddell@aaci.org	(408) 975-2730 ext. 322
Kaylin Jones	(email address pending – staff starting 8/5)	(408) 975-2730
Saba Ahmadi	(email address pending – staff starting 8/5)	(408) 975-2730
Rachel Zepeda	rachel.zepeda@aaci.org	(408) 975-2730
Jasiri Sanchez-Martinez	jasiri.sanchez-martinez@aaci.org	(408) 975-2730

Information submitted by: Sarita Kohli Phone Number: 408-975-2730 ext. 106

School Principal Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 22063

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:

- [x] **MOU** (negotiated Agreement)
- [x] 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: Assistance League of San Jose-Operation School Bell

Address: P.O. Box 20174 City: San Jose State: CA Zip: 95160

Phone: (408) 921-4369 Email: tmhicks@aol.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 13, 2021 end date June 30, 2024

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

The Assistance League of San Jose will furnish a designated number of two sets of uniforms and two pairs of socks to students in need until designated program funds are exhausted for the next three school 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.

X b. **Other:** $ No cost to the District

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-3130- _____
Accountant Initials

000000-340-3220 _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Naomi Flores /BS Date: 7/13/2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

AGREEMENT WITH A SCHOOL/DISTRICT

This agreement is entered into by Assistance League® of San Jose hereinafter referred to as Assistance League, located at [P.O. Box 20174, San Jose, CA 95160] and [Alum Rock School District] hereinafter referred to as Schools, located at 14 School Sites.

[Operation School Bell] is a philanthropic program designed by Assistance League to provide any or all of the following: [School uniforms], or other like services as designated in this agreement.

1. **Obligations of Assistance League.**

   a. Assistance League shall furnish: [a designated number of two sets of uniforms and two pairs of socks to students in need]

   Service will be provided to: [students] as needed until designated program funds are exhausted.

   b. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 1.a.

   c. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.

   d. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.

   e. Assistance League recommends completion of the **Three-Year Programs Agreement Review Form** for chapter records.

2. **Obligations of School.**

   a. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 1.d. above.

   b. Appoint a contact person to interface with Assistance League.

   c. School personnel shall identify prospective recipients or participants.

   d. If students must be transported to the Operation School Bell® facility or store for outfitting, School shall coordinate and provide such transportation at its expense.

3. **Public Relations.**

   a. Assistance League shall have prominent identification with the program.

   b. Assistance League shall reserve the right to review and approve all publicity

releases, brochures and other materials relative to the program, all of which shall mention Assistance League.

c. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to **Consent Regarding Photographs**)

4. **Term, Renewal and Termination.**

The term of this agreement is three (3) years, together with four (4) three-year (3) renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

5. **Memorandum of Understanding/Other Agreement**

If a Memorandum of Understanding or other agreement is required by School, it is the responsibility of Assistance League to have all documents reviewed by legal counsel.

6. **Signatures and Dates.**

Assistance League of San Jose

President	Printed Name	Date
Rochelle Kramer	Rochelle Kramer	6/30/2021
Recording Secretary	Printed Name	Date
LuAnn Mullikin	LuAnn Mullikin	6/30/2021
VP/Chairman Philanthropic Programs	Printed Name	Date
Terry Hicks	Terry Hicks	6-30-21
District / School Name Alum Rock Union School District		
	Dr. Hilaria Bauer / Superintendent	8/12/21
Signature	Printed Name/Title	Date

* * *

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 22063

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:

- [x] **MOU** (negotiated Agreement)
- [x] 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: Assistance League of San Jose-Readers are Leaders

Address: P.O. Box 20174 City: San Jose State: CA Zip: 95160

Phone: (408) 921-4369 Email: tmhicks@aol.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates August 13, 2021 end date June 30, 2024

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

Master Contract for "Readers are Leaders" program. Agency will furnish volunteers to read to students grades 2nd and 3rd. All books and props will be donated to families. Program is open to all Elementary Schools wanting to participate.

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

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

X b. **Other:** $ No cost to the District

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-3130- _____
Accountant Initials

000000-340-3220 _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Dawn Ellis R.S Date: 7/13/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

AGREEMENT WITH A SCHOOL/DISTRICT

This agreement is entered into by Assistance League® of San Jose hereinafter referred to as Assistance League, located at P.O. Box 20174, San Jose, CA 95160 and Alum Rock School District hereinafter referred to as Schools, located at Lyndale, Linda Vista, and Ryan Schools.

Readers Are Leaders is a philanthropic program designed by Assistance League to provide any or all of the following: To read selected books to second and third grade students in identified district schools, or other like services as designated in this agreement.

1. **Obligations of Assistance League.**

   a. Assistance League shall furnish: its service of volunteers to read to students, books that will further instill the love of reading and motivate students to read on their own and/or with their families.

   Service will be provided to: second and third grade students as needed until designated program funds are exhausted.

   b. Assistance League shall assume all financial obligations relative to the provision or purchase of the items described in 1.a.

   c. Financial contributions to this program by Assistance League shall be made only as stipulated in the terms of this agreement.

   d. Assistance League shall maintain liability insurance coverage for this program. Assistance League shall defend, indemnify and hold School harmless against all claims arising as a result of the sole negligence or willful misconduct of Assistance League.

   e. Assistance League recommends completion of the **Three-Year Programs Agreement Review Form** for chapter records.

2. **Obligations of School.**

   a. Maintain liability insurance coverage for this program. School shall defend, indemnify and hold Assistance League harmless against all claims other than as set forth in 1.d. above.

   b. Appoint a contact person to interface with Assistance League.

   c. School personnel shall identify prospective recipients or participants.

   d. If students must be transported to the Operation School Bell® facility or store for outfitting, School shall coordinate and provide such transportation at its expense.

3. **Public Relations.**

   a. Assistance League shall have prominent identification with the program.

b. Assistance League shall reserve the right to review and approve all publicity releases, brochures and other materials relative to the program, all of which shall mention Assistance League.

c. Photos and names of recipients shall not be used without written permission of those directly involved. (Refer to **Consent Regarding Photographs**)

4. **Term, Renewal and Termination.**

The term of this agreement is three (3) years, together with four (4) three-year (3) renewal periods. This agreement shall automatically renew every three years on the same terms and conditions, unless modified in writing, for a maximum of four (4) renewals.

It is the intention of Assistance League to continue this program for an indefinite period of time. However, when either party determines it can no longer abide by the terms of this agreement, it may terminate this agreement by giving ninety (90) days written notice to the other party. In the case of termination, all assets shall return to the rightful owners as set forth in this agreement and neither party shall have any further obligation thereafter.

5. **Memorandum of Understanding/Other Agreement**

If a Memorandum of Understanding or other agreement is required by School, it is the responsibility of Assistance League to have all documents reviewed by legal counsel.

6. **Signatures and Dates.**

Assistance League of San Jose

President	Printed Name	Date
Rochelle Kramer	Rochelle Kramer	6/30/2021
Recording Secretary	Printed Name	Date
LuAnn Mullikin	LuAnn Mullikin	6/30/2021
VP/Chairman Philanthropic Programs	Printed Name	Date
Terry Hicks	Terry Hicks	6-30-21
District / School Name Alum Rock Union School District		
	Dr. Hilaria Bauer / Superintendent	8/12/21
Signature	Printed Name/Title	Date

* * *

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 16815

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: Maxim Healthcare Services Inc.

   Address: 7227 Lee DeForest Dr. City: Columbia State: MD Zip: 21046

   Phone: (510) 542-5672 Email Address: cocadenh@maxhealth.com

   SSN: _____ or Fed I.D. #: 83-3043570

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 9, 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:

   Maxim Healthcare Services will provide LVN services to all ARUSD students grades TK-8 with medical needs such as diabetes.

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:** $ 20,000.00 (describe rate agreement) $60.00 bill rate per hour for LVN services as needed

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	3140	000000	340	5240	$20,000.00	

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

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maxim healthcare staffing

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 10 day of June, 2021, by and between **Alum Rock Union School District** located at 2930 Gay Ave. San Jose, CA 95127, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 631 River Oaks Parkway San Jose, CA 95134 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 **Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

Section 1.2 **Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 **Services.**

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

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Section 2.2 **Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

1) Possess current state license/registration and/or certification.

2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.

4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.

5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.

6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.

7) Completed MAXIM standard OSHA and HIPAA training.

Section 2.3 **Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than $1,000,000 per occurrence and $3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

Section 2.4 **Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

Section 2.5 **Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

Section 2.6 **Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).

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ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

Section 3.1 **Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

Section 3.2 **Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

Section 3.3 **Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

Section 3.4 **Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

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Section 3.5 **Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.

Section 3.6 **Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars ($5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

Section 3.7 **Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.

Section 3.8 **Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.

Section 3.9 **Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.

Section 3.10 **Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of $1,000,000 per occurrence and $3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in

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EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 **Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.

Section 3.12 **Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 **Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 **Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

ARTICLE 5. COMPENSATION

Section 5.1 **Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

☒Weekly
☐Bi-weekly
☐Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

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Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95134
ATTN: Erika Ireland

Section 5.2 **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

Section 5.3 **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

Section 5.5 **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

ARTICLE 6. GENERAL TERMS

Section 6.1 **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

Section 6.2 **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

Section 6.3 **Indemnification.**

MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any liability imposed upon the MAXIM Indemnitees for their concurrent negligence,

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active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

Section 6.4 **Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

Section 6.5 **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

San Jose Unified School District
2930 Gay Ave.
San Jose, CA 95134
ATTN: Erika Ireland

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:
Maxim Healthcare Staffing Services, Inc.
631 River Oaks Parkway
San Jose, CA 95134
ATTN: **Courtney Cadenhead**

Section 6.6 **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 6.7 **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

Section 6.8 **Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing indiviual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistant.

Section 6.9 **Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any

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modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

Section 6.10 **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.

Section 6.11 **Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

Section 6.12 **Limitation on Liability**. Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.

Section 6.13 **Incorporation of Recitals**. The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.

Section 6.14 **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 7.1 **Confidentiality.**

A. MAXIM/EDUCATIONAL INSTITUTION Information. The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

B. Terms of this Agreement. Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

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C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 7.2 **HIPAA/FERPA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while MAXIM Personnel is providing remote service(s).

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Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

ALUM ROCK UNION SCHOOL DISTRICT:	MAXIM HEALTHCARE STAFFING SERVICES, INC.
Signature	DocuSigned by: Andrea Torres F405CCD80A4E40D... Signature
Dr. Hilaria Bauer, Superintendent Printed Name & Title	Andrea Torres Assistant Controller Printed Name & Title
8/12/2021 Date	7/9/2021 Date

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DocuSign Envelope ID: 10A2E8D1-0810-46E0-96E0-C2D2D38B2FA8

ATTACHMENT A

Alum Rock Union School District **STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 10 June 2021:

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
Volume Based Cost Savings Health Aides	0-9 Para's --$52 10-14 Para's --$48 15 + Para's -- $45
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

Annual Rate Increase. An annual rate increase of 1% will be added to each services type listed above every year on Effective Date.

Mileage. Mileage will be charged at $ per mile.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Quarantine. CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

ALUM ROCK UNION SCHOOL DISTRICT:

Signature

Dr. Hilaria Bauer, Superintendent

Printed Name & Title

8/13/2021

Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

DocuSigned by:
Andrea Torres
F405CCD80A4E40D...

Signature

Andrea Torres Assistant Controller

Printed Name & Title

7/9/2021

Date

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Norma Flores, Director of Student Services

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: Pure Edge, Inc.

   Address: PO Box 12407 City: Wilmington State: NC Zip: 28405

   Phone: (_____) Email Address: chi@pureedgeinc.org

   SSN: _____ or Fed I.D. #: 45-3182571

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 13, 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:

Agency strives to improve the life of educators by teaching strategies to achieve success through focus. Agency has access to a range of training options from breathing, yoga and wellness courses. These strategies support social, emotional and academic development.

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

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

   X b. **Other:** $1500.00 (describe rate agreement) First 10 sessions of virtual training are at no cost to the district, offered to the first 10 sites. Cost will be $1500 per session after first 10 sessions are utilized.

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	3130	000000	340	3220	Master Contract	

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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PURE EDGE, INC.

MEMORANDUM OF UNDERSTANDING

June 28, 2021

This Memorandum of Understanding ("MOU"), is entered into by and between Alum Rock Elementary School District (the "District") and Pure Edge, Inc. (the "Foundation") as of June 28, 2021.

WHEREAS, Pure Edge has selected the District for the implementation of the *Pure Power Curriculum* components of the health and wellness program, which will support the District's educational purposes and the exempt charitable purposes of the Foundation;

NOW, THEREFORE, the District and the Foundation agree as follows:

1. The District will assist the Foundation in Research and Design support for the program, which will include refining the existing program curriculum and materials and completing participant feedback forms after trainings.

2. The District will provide the training venue for onsite trainings and all invitations and follow up relating to training for District personnel.

3. The training will be available to other Foundation partner schools in the region.

4. The District will implement the program in a manner consistent with the educational purposes of the District and the exempt charitable purposes of the Foundation.

5. The Foundation will provide ten (10) total days of virtual training, consultation, and planning at no cost to the District. The value of this training and support is $1,500 per day with a total valuation of $15,000.

    a. Due to increased costs stemming from the COVID-19 pandemic: For in-person/onsite trainings held at The District, the cost will be $1,500 for the first day and $500 for each additional day within the same week. Each travel occurrence will start over at the $1,500 rate for the first day.

6. Trainings require some physical activity. The District will ensure that the participants do not have any physical or medical restrictions by engaging in physical exercise. The District will provide liability insurance to all of its employees for any and all trainings and release the Foundation of any and all liability should an employee become injured during stretch exercises.

7. The District will ensure the following are provided for each onsite training:

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a. A/V needs: projector to connect a laptop, screen and sound system that includes a microphone.
b. Notify all District attendees to come in clothing suitable for light exercise.
c. Notify all District attendees to sign up for a curriculum account on Foundation website prior to any training.
d. Notify all District attendees to have smart phone, tablet, or laptop to complete feedback forms and have access to curriculum resources.

8. The District agrees to being named on the Pure Edge, Inc. website and all social media accounts.

9. The District agrees to having portions of the training videotaped or photographed and will ensure media releases provided by Pure Edge.

10. The Foundation or the District may sever this contract at any time without completion of services if either party determines that the program implementation or participation of District employees is not meeting the conditions of the agreement.

The parties hereto have executed this MOU by and through their duly authorized agents or representatives. This MOU is effective June 28, 2021 and terminates on June 30, 2022.

Pure Edge, Inc.

Date: 7/13/2021

DocuSigned by:
3077F3AEC8B3407...

Chi Kim
Chief Executive Officer PO Box 12407
Wilmington, NC 28405

Alum Rock Elementary School District

Date: _____

_____

Dr. Hilaria Bauer
Superintendent
2930 Gay Avenue
San Jose, CA 95127

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Approval Addendum 1, #CO-1819105, The Home Depot Pro

Date: July 23, 2021

Summary:
Due to circumstances caused by Covid 19, a proper bidding process was not able to be conducted in order to reach a contractual agreement with a vendor for upcoming school year.

An addendum is being submitted so that The Home Depot Pro can continue to provide materials and supplies such as: Toilet tissue, paper towels, handsoap, disinfectant cleaner, etc., district-wide during the first six months of the 2021-2022 school year. The addendum will allow our district time to follow protocols regarding a bid process to reach a contractual agreement for the next three years.

Recommendation:
Staff recommends that the Board of Trustees approve Addendum No.1 to contract number C1819105 with The Home Depot Pro in the amount of $90,000.00 for a six (6) month period in the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

M.O.T.-Operations (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: The Home Depot Pro

Address: 1177 Great Mall Drive City: Militas State: CA Zip: 95035

Phone: (408) 942-7301 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 07/01/2021 end date 12/31/2021

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

An addendum to extend to continue to provide materials and supplies such as, toilet tissues, paper towels, hand soaps, disinfectant cleaners, etc., district-wide during the first six months of the 2021-2022 fiscal year.

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:** $90,000.00 (NTE) for a six (6) month period.

Describe other related costs: _____

BUDGET CODE: 010-0000-0-4300-00-0000-8100-000000-450-8120 M. Neeta 7/26/2021
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: Kol Date: 7/26/21

Superintendent: _____ Date: _____

ADDENDUM NO.1 TO EXTEND
CONTRACT CO 215001
PROVIDE AND DELIVER CUSTODIAL MATERIALS AND SUPPLIES TO FACILITIES DISTRICT WIDE.

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

Home Depot Pro

hereinafter referred to as "Vendor".

In consideration of the promises and mutual covenants contained herein, it is agreed between the parties as follows:

I
TERM

The term of this Agreement shall be extended for an additional six (6) months from July 1, 2021 through December 31, 2021. All indemnification provisions contained in the original Agreement shall survive beyond the expiration of the Agreement.

II
WORK

Vendor shall provide the supplies and items as prescribed and required by the original Independent Contractor Agreement and all documents forming a part of the original package and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

III
TERMINATION

This Agreement may be terminated by the District upon thirty - (30) days' written notice to Vendor. The District's right to terminate under this paragraph shall be in addition to any other rights reserved to the District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations (not to exceed and additional $90,000 dollars) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

V

V
METHOD OF PAYMENT

Vendor will be paid upon receipt and acceptance of materials and supplies specified by in the original Independent Contractor Agreement documents. For prompt payment, billing must be accurate in all details, **and invoice must be submitted monthly to Accounts Payable, Alum Rock Union Elementary School District, 2930 Gay Ave. San Jose, CA. 95127.**

VI
CONTRACT DOCUMENTS

This Agreement shall include the terms and conditions specified in the Independent Contractor Agreement, and all documents forming a part of the original package, and any other documents signed by both parties relating to the subject matter of the Agreement, all of which are incorporated by reference as though set forth in full herein.

VII
EXECUTION OF CONTRACT

Issuance of purchase order shall evidence the contractual agreement between the Vendor and the District for subsequent years.

VIII
ENTIRE AGREEMENT

This Agreement and the originally signed contract terms constitute the entire agreement between the parties. There are no understandings, agreements or representations not specified in this Agreement. Vendor, by execution of the Agreement, acknowledges Vendor has read the Agreement, understands it, and agrees to be bound by its terms and conditions.

In Witness Whereof, the parties have caused this Agreement to be executed on their behalf by their fully authorized representatives.

VENDOR	Alum Rock Union Elementary School District
Signature: [signature]	Signature: _____
Name: ARMANDO SOTO	Name: Hilaria Bauer, Ph.D.
Title: Account Manager	Title: Superintendent
Date: 7/21/21	Date: _____

Company Name: The Home Depot Pro

Pro Institutional

- Home
-
- Smarter Maintenance Solutions

About Us

Smarter Maintenance Solutions

Home Depot Pro is the leading national provider of integrated facility maintenance solutions. We serve a wide array of customers, including commercial offices, educational, healthcare, and hospitality facilities, and building service contractors. Our unmatched combination of expertise, convenience, products, programs, and technology allows us to deliver smart solutions that advance the performance of our customers' facilities.



The Home Depot Pro Advantage

Facility Maintenance Experts
Your Home Depot Pro account executive is a facility maintenance expert and available to help identify ways to drive efficiency in these specific areas: controlling operating costs, improving building health, safety, and security, enhancing facility image, increasing staff productivity, and meeting sustainability goals.

Extra Convenience
Only Home Depot Pro provides the convenience of delivery of thousands of cleaning, maintenance, and repair items right to your door, will-call pickup at many of our locations nationwide, and the extra convenience of

immediate pickup at nearly 2,000 The Home Depot stores nationwide. We also provide the added convenience of single weekly or monthly invoice billing.

Shop in stores with The Home Depot ProPurchase program for an expanded product assortment and last-minute project needs - all applied to your existing credit line.

More Products
Choose Home Depot Pro for the industry's broadest selection of cleaning, maintenance, and repair products that meets the diverse needs of schools, office buildings, healthcare facilities, retail spaces, hospitality facilities, building service contractors, and many others. Select from our unsurpassed assortment of brand-name and private brand products.

Services and Business Tools
Increase your facility's efficiency while reducing your overall cost with an assortment of services and business tools from The Home Depot Pro. From inventory solutions to daily maintenance auditing systems, we have customizable business tools to fit your facility's needs.

Learn how you can take advantage of these resource-saving programs by visiting our Services and Business Tools section today.

Advanced eCommerce
Home Depot Pro customers prefer ordering products online. Access speed-enhancing features, product information, and tracking and analytic capabilities offered through our eCommerce ordering platform. From mobile apps to budget and workflow management, our eCommerce platform makes managing your maintenance supplies easy.

Shop Our Top Categories



Janitorial & Cleaning



Pro Institutional

Sales Representative:	Armando Soto Jr.	**Contact Name:**	
Cell Number:	510.846.7648	**Phone:**	
Rep Email:	Armando_P_Soto@HomeDepot.com	**Email:**	
Customer Service Tel:	800.436.1907	**Account #**	
Customer Service Email:	CustomerCare@Supplyworks.com	**Delivery Address:**	
Customer Service Fax:	855.329.2532		

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
	PAPER PRODUCTS				
REN06130-WB 	Renown® Select Controlled Hard Roll Towels, Natural	$ 34.63		6 rolls/case	$ -
REN06125-WB 	Renown® Select 2-Ply Controlled-Use Bath Tissue, White	$ 39.57		36 rolls/case	$ -
309330283 	White Half-Fold Toilet Seat Covers	$ 28.70		5000/cs	$ -
	PAPER PRODUCT DISPENSERS				
REN06160-WB	Renown® Higher Capacity Touch-Free Controlled Towel Dispenser, Black	$ -		Each	$ -
REN05162-WB 	Renown® Side-By-Side 2-Roll Controlled Bath Tissue Dispenser, Black	$ -		Each	$ -
GPT57748	Renown® Plastic Toilet Seat Cover Dispenser, White	$ 7.13		Each	$ -
	CLEANER				
SPA0035-04 	Clean By Peroxy Multi Purpose Cleaner With Hydrogen	$ 56.12		4gal/case	$ -
	HAND SOAP & DISPENSER				
SBSAZU1LG 	Refresh Azure Foam 1 Liter Cartridge	$ 35.58		6/case	$ -

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
SBS91428 	Deb® Restyle Curve Dispenser Black	$ -		Each	$ -
	HARD FLOOR CARE				
JWP100935429	High Solids Floor Finish, 5 Gallon Pail	$ 56.70		Case	$ -
REN02842-MS 	Renown® Spray Buff,1 Quart	$ 35.16		Pint	$ -
JWP95115958 	Heavy Duty No-Rinse Floor Stripper, 5 Gallon Pail	$ 43.35		Pail	$ -
	CARPET CARE				
JWP903844 	Extraction Cleaner, Concentrate, Gallon	$ 52.40		Gallon	$ -
RCPP26700WGR 	Renown® Carpet Bonnet Pad 19 In. Low Profile With Green Strips	$ 18.98		Each	$ -
	DUST MOP SUPPLIES				
RCPQ58000YL	Rubbermaid Commercial Hygen Quick Connect Dusting Frame 36In	$ 30.55		each	$ -
RCPQ75000YL	Rubbermaid Commercial Hygen Quick-Connect Handle, Yellow	$ 9.76		each	$ -
REN03700-IB 	Renown Quick-Connect Aluminum Frame For Microfiber Dusters, 24 In	$ 10.90		each	$ -
RCPM15000WH 	Dust Mop Cut To Length 5 In X 40 Ft White	$ 84.00		Roll	$ -

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
	C.S. Frame Micro Fiber Aluminum 4X24	$ 11.86		each	$ -
	GRAFFITI REMOVER				
REN05081-AM 	Renown® Graffiti And Vandal Mark Remover 16 Oz Aerosol Can	$ 4.92		Each	$ -
	BOWL CLEANER				
REN02839-MS 	Renown® Blue 9 Hcl Acid Bowl, 1 Quart	$ 2.06		Each	$ -
	DEODORANT/ABSORBANT				
REN03020-BD 	Renown® Odor Absorbent And Eater, 16 Oz.	$ 6.36		Each	$ -
	PLUNGERS				
CSM36438600 	Force Cup Plunger	$ 7.65		Each	$ -
	BOTTLE & TRIGGER				
REN05141	Renown® Powered By Butchers® G-Force H2O2 Multi-Surface Cleaner	$ 0.44		Each	$ -
REN05118	Renown® Chemical Resistant Trigger Sprayer, 32 Oz.	$ 0.77		Each	$ -
	LINERS				
TYCLBR2423HB 	Berry Plastics 10 Gal. 0.7 mil 24 in. x 23 in. Black Low-Density Trash Bags (50 per Roll, 10-Rolls per Case)	$ 20.56		500/Case	$ -
TYCLBR4046X5C	40 - 49 Gal. Low-Density Trash Bags, 40 In. X 46 In., 2.0 Mil, Clear	$ 28.89		100/Case	$ -

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
REN63321-CA 	Liner Ld 33Gl 33X39 2Mil Blk 20/5/Cs	$ 19.95		100/Case	$ -
	MOPPING SUPPLIES				
APP15501 	Appeal® Mop Bucket Combination With Side Press, 35-Quart	$ 53.58		Each	$ -
IMPWH6000Y-90 	Wringer Plastic Squeeze 32Oz Yellow	$ 36.86		Each	$ -
REN05147-IB 	Renown® Deluxe Bucket, Gray, 10 Quart, Heavy-Duty	$ 5.47		Each	$ -
311594764	Renown® Side Gate Wet Mop Handle 60 In. Fiberglass	$ 4.54		Each	$ -
312373216 	Renown® Standard Loop-End Blend Wet Mop, Blue, Large	$ 6.53		Each	$ -
312373091 	Renown® Standard Loop-End Blend Wet Mop, White, Large	$ 4.86		Each	$ -
APP18030 	Appeal® Blended Finish Mop, Blue/White, 24 Oz	$ 5.03		Each	$ -
	BRUSHES & BROOMS/HANDLES				
REN03943 	Renown® Counter Brush, Black, 8 In	$ 4.58		Each	$ -
CSM4065000 	Flagged Angle Broom, 12 In.	$ 8.97		Each	$ -

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
REN03984 	Renown® Palmyra Garage Sweep	$ 10.30		Each	$ -
REN03986-IB	Renown® Threaded Wood Handle With Metal Tip 15/16 In. Diameter 60 In. Long	$ 3.32		Each	$ -
	RECEPTACLES				
CON3200GY 	Huskee® 32 Gal. Gray Touchless Round Trash Can	$ 21.57		Each	$ -
BOBB-270 	Bobrick Contura Sanitary Napkin Disposal	$ 28.90		Each	$ -
	TOWELS				
HOS537-10	HOSPECO 10 lbs. per Box White Terry Towel Rags	$ 20.24		Box	$ -
309255859 	Knuckle Buster 16 in. x 16 in. Blue Multi-Purpose Microfiber Cloth (12-Pack)	$ 7.80		PK/12	$ -
309255860 	Knuckle Buster 16 in. x 16 in. Green Multi-Purpose Microfiber Cloth (12-Pack)	$ 7.80		PK/12	$ -
	SAFETY GLASSES				
202593573	Safety Glasses, Lightweight, Clear Lens	$ 1.25		Each	$ -
	WINDOW CLEANING				
UNGGS300 	Brass Window Squeegee Complete, 12 In.	$ 12.38		Each	$ -
	SPONGES				
REN02120 	Renown® Cellulose Utility Sponge Medium Yellow	$ 2.29		Each	$ -

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
MMM23163 	3M Scotch-Brite Power Sponge Scrub 3000	$ 1.57		Each	$ -
	PADS				
REN02008 	Renown® Stripping Pad 19 In. Hi Pro	$ 4.32		Each	$ -
MMM18066	3M Burnish Pad Topline Speed 3200 20"	$ 6.08		Each	$ -
	GLOVES				
TRANXL400 	Ambitex X-Large Royal Blue Nitrile Powder-Free Select Exam Gloves (10-Case/100-Pack)	$ 17.81		100/bx	$ -
TRANMD400 	Ambitex Medium Royal Blue Nitrile Powder-Free Select Exam Gloves	$ 17.81		100/bx	$ -
	MISC. SUPPLIES				
302468 	Pro Grip Stiff® Putty Knife	$ 3.97		Each	$ -
IMP2600-90 	Lobbymaster® Plastic Lobby Dustpan, Black, 12 In	$ 11.03		Each	$ -
REN02097 	Renown® Swivel Pad Holder	$ 8.83		Each	$ -
MMM05241 	3M™ Doodlebug™ Pad Hi Pro 8550	$ 24.27		10/bx	$ -

ITEM #	DESCRIPTION	PRICE	QTY	UOM	EXT. PRICE
REN05078-AM 	Renown® Odor Counteractant Deodorant 10 Oz. Spring Rain	$ 3.68		Can	$ -
SPA9421 	Clean By Peroxy Dispenser Egap	$ -		Each	$ -
				SUBTOTAL:	$ -

P.O. #: C1819105 **Reqeusted By:** _____ **Date:** _____

Funding: _____ **Location:** _____

Program Manager Signature: _____

10.09

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandums of Understanding as summarized on the sheets dated August 12, 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: Meeting: August 12, 2021

Recommend Approval Regular Board Meeting

10.09

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
August 12, 2021 Board Meeting

MEMORANDUMS OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Barbara Campbell	08/13/21- 06/30/22	Santa Clara County Office of Education - EL Toolkit	$8,480.00	Provide professional development to ARUSD teachers & administrators. Participants will learn specific EL Toolkit strategies & practices that can be utilized to support the needs of our students. Focus will be English Language Development. Funding: General
Academic Services Barbara Campbell	07/01/21- 06/30/23	SJSU Research - MESA Schools Program	$51,530.85	The MESA model helps disadvantaged ARUSD students grades 6th-8th complete a college preparatory math-based plan of study. The services will be provided for the 2021-2022 and 2022-2023 SY. Funding: General
Human Resources Tereasa Smith	07/01/21- 06/30/26	San Jose State University	No Cost	University to employ experienced counseling instructors to provide supervision and support to credential candidates and site supervisors. Program allows for the education and training of students pursuing a California Pupil Personnel Service (PPS) Credential. Funding: N/A
Human Resources Tereasa Smith	07/01/21- 06/30/26	Santa Clara County Office of Education- EPP	No Cost	Provide district support on Educator Preparation Programs (EPP) and Clear candidates, to collaborate to place special education teacher interns and qualified credentialed teachers in appropriate classroom positions. Funding: N/A

MEMORANDUMS OF UNDERSTANDING

Human Resources Tereasa Smith	07/01/21- 06/30/26	Santa Clara County Office of Education- Local Solutions	No Cost	Provide district support on Local Solutions – Earn One/Add One grant recipients. Funding: N/A
State & Federal Sandra Garcia	07/01/21- 06/30/22	Santa Clara County Office of Education – Migrant Education	No Cost	SCCOE Regional Migrant Program will support ARUSD with supplemental services such as outreach to students & families and with participation of school services including intervention, programs, parent meetings, workshops & on-site/virtual learning programs. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

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

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

Name of Individual/Company: Santa Clara County Office of Education - EL Toolkit

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6756 Email: altejeda@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 8/13/2021 end date 6/30/2022

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

The SCCOE will provide professional development to ARUSD teachers & administrators. Participants will learn specific EL Toolkit strategies & practices that can be utilized to support the needs of our students. Focus: English Language Development

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:** $ 405.00 per session (16) Not to Exceed $6,480.00 of services.

X b. **Other:** $ 2,000.00

Describe other related costs: EL Toolkit of Strategies Book ($20.00 per book X 100 = $2000.00)

BUDGET CODE: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-5100 (LCAP 2.1) _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Barbara Campbell Date: 7/15/2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

DocuSign Envelope ID: 226BFAC8-7C2A-493B-A664-E86316F3063C

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 AS ☒ Director DS ☐ *For Construction/Design and Leases Only:*
   ☒ Manager BF ☐ Chief _____ ☐ 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 ☐ General Liability Insurance Certificate:
   ☐ W-9 ☐ Additional Insurance Endorsement
   ☐ Proof of Workers' Compensation Insurance ☐ 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. ☐ _____ _____ **Obtain appropriate signature on contract per thresholds listed below.**
   ☐ **$0 - $2,999: SCCOE Director**
   ☑ **$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	To provide training to a PLC of teachers on the EL Toolkit of Strategies over the course of sixteen afternoon sessions

Compensation & Terms

*Anticipated Start Date	8/1/21	End Date	6/30/22
Total Contract Amount	$ 8,480.00		

DocuSign Envelope ID: 226BFAC8-7C2A-493B-A664-E86316F3063C

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 County Office of Education – School Climate, Leadership and Instructional Services Department) (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 English Learner (EL) Toolkit of Strategies.

2. Shared Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

The goal of this professional learning is to provide training to a Professional Learning Community (PLC) of teachers on the EL Toolkit of Strategies over the course of sixteen afternoon sessions.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will recruit four cohorts of teachers (Cohort #1 will be 4th-8th, Cohort #2 will be TK-3rd, Cohort #3 will be TK-3rd or 4th-8th and Cohort #4 will be Supporting Newcomers) to participate in the EL Toolkit of Strategies professional learning.
- The Agency will provide a meeting place for the professional learning for face to face meetings, otherwise, the trainings will be virtual with SCCOE providing the resources to access the meetings.

3.2. The SCCOE Responsibilities:

- SCCOE will provide staff to facilitate services.
- SCCOE will provide all necessary materials and resources.

3.3. Shared Responsibilities:

- SCCOE and the Agency will finalize the dates and presenters with at least 20 days' notice beginning August 1, 2021.

4. Articulation of Monies/Compensation

- The Agency will pay up to $6,480 to SCCOE. The rates for services provided by SCCOE are $405 for half day (less than 4 hours).

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- The Agency will pay up to $2,000 to the SCCOE for the EL Toolkit of Strategies book based on 20 participants in 4 cohorts. The rate for the book is approximately $25.

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. Delivery of Services and Use of Resources: The SCCOE will provide professional learning to 4 cohorts of teachers on the EL Toolkit of Strategies. The SCCOE will provide coordinator(s) to facilitate the services and implementation of the EL Toolkit of Strategies.

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 08/01/2021 and ends on 06/30/2022.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause at least 10 working days prior to the training dates in written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

DocuSign Envelope ID: 226BFAC8-7C2A-493B-A664-E86316F3063C

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE.Official

Name: Anisha Munshi, Ed.D.

Title: Assistant Superintendent, PLISD

Date: _____

Address: 1290 Ridder Park
San Jose, CA 95131

Phone: 408-453-6842

Email: AMunshi@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: Hilaria Bauer, Ed.D.

Title: Superintendent

Date: _____

Address: 2930 Gay Ave
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.: 12561

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)
- [ ] 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: SJSU Research MESA Schools Program

Address: One Washington Square, DH 241 City: San Jose State: CA Zip: 95129

Phone: (408) 924-5034 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2023

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

The MESA model helps disadvantaged ARUSD students grades 6th - 8th complete a college preparatory math-based plan of study. The services will be provided for the 2021-2022 and 2022-2023 school years at the cost of Year 1: $25,137.00 Year 2: $26,393.85.

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:** $Year 1: $25,137.00 Year 2: $26,393.85

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-305-5050 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Barbara Campbell Date: _____

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

DocuSign Envelope ID: F219B459-C307-4F13-92FB-71375F0E0304

DISTRICT /SCHOOL SITE AGREEMENT & IMPLEMENTATION PLAN

This AGREEMENT made and entered within Santa Clara County, State of California, by and between the **SJSU Research Foundation on behalf of San José State University MESA College Prep Program**, hereinafter called CONTRACTOR, and **Alum Rock Union Elementary School District**, hereinafter called DISTRICT.

DISTRICT AND CONTRACTOR MEMORANDUM OF UNDERSTANDING

Under this agreement the DISTRICT, including all entities that report to the District and CONTRACTOR agrees to the following:

The DISTRICT Agrees to the following:

1. The **2021-2023 AY** budget contribution for the CONTRACTOR, MESA College Prep Program, from the DISTRICT, Alum Rock Union Elementary School District will be **$51,530.85** with a 5% annual increase. This cost is a proportionate amount for the Contractor, the MESA College Prep Program, to provide the implementation of MESA College Prep Program Services at the following school sites under the DISTRICT:
    1. Adelante Dual Language Academy
    2. Joseph George Middle School
    3. Sheppard Middle School
    4. Renaissance Academy
    5. Renaissance @ Mathson
    6. Ocala Middle School
2. Each MESA school site listed under **Item 1** will support and implement MESA model, which includes:
    - Contribute the cost of a stipend to a MESA Teacher/Advisor for program implementation which will NOT EXCEED the amount of **$2,000/advisor** and *1 (one) school bus for program events and activities per year.*
    - Provide adequate physical space for the MESA meetings, and other related student activities before/after school.
    - Each MESA school will maintain a minimum program enrollment of 25 students per grade level, and strive to reach an optimum enrollment of 30 or more students per grade level or a combined minimum total of 80 students per school site by following the guidelines of serving educationally disadvantaged students within each school site.
    - Each MESA School Advisor will meet with MESA staff on a monthly basis to discuss program progress, implementation results, budgets, program needs, enrollment and other relevant data, annual and other reports, future plans, and support MESA program activities relative to student hands-on learning in science, technology, engineering and math (STEM).
    - Provide access to students, student data, and student academic records, including transcripts and test scores.
3. Payment for the first academic year (year 2021-2022) will be made by District/School to Contractor 60 days after the date of the fully executed contract. Payment for the second academic year (year 2022-2023) will be made by District/School to Contractor 60 days before the District/School's second academic year begins.

The CONTRACTOR agrees to the following:

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1. Provide program services, staffing, materials and additional cost associated for the coordination and implementation of MESA administrative and program activities in accordance with the University of California MESA College Prep Program Plan outside of the funding provided by the District.
2. Provide the DISTRICT with annual budget and program reports, which describe in detail program activities and statistics.
3. Recruit students for the MESA program that meet the MESA student profile of first-generation, college-bound and educationally disadvantaged students and to the extent possible by law, emphasis on the participation from groups with low rates of eligibility into four-year universities.
4. Provide program services including the following:
    - Science, Technology, Engineering and Math (STEM) Hands-on Workshops
    - MESA Day Preliminary Competitions at SJSU
    - MESA Day Regional Competitions
    - Career & College Explorations
    - Student Leadership
    - Teacher Math/ Science Training
    - MESA Academic Plan
    - Industry Connections
    - Parent Engagement Activities

Both DISTRICT and CONTRACTOR agree to the following:

California law shall control this agreement, and any document to which it is appended, without regard to conflict of law rules. The parties undertake to resolve amicably any disputes arising from the development or interpretation of this agreement. In the event that a friendly solution to a dispute is not possible, jurisdiction and venue for such disputes shall reside exclusively in the County of Santa Clara, California. This is the entire agreement regarding its subject matter. It supersedes all preexisting agreements on the matter. Modifications can be made only by mutual written agreement of the parties. The failure by either party to exercise any rights or enforce any terms under this agreement shall not be construed as a waiver of this term or any other right or term. In the event any terms are found to be invalid, all other provisions of the agreement shall continue in full force and effect. This agreement and any amendment to it may be executed in counterparts, which counterparts together shall constitute one and the same agreement.

WITNESSETH

Whereas, the Statewide Mathematics, Engineering, Science Achievement (MESA) Program, housed at the University of California Office of the President in Oakland, has developed a model for helping educationally disadvantaged students successfully complete a college-preparatory, math-based plan of study in order to be competitively eligible for admittance into selective four-year institutions and major in math-based majors liked engineering, and WHEREAS, this model is administered through the CONTRACTOR. Whereas, CONTRACTOR AND DISTRICT, in consideration of the mutual covenants, conditions, and terms hereinafter set forth, agrees as follows:

This agreement is subject to available funding:
Total DISTRICT/SCHOOL **monetary** contribution for this agreement shall not exceed **$51,530.85** for the period of **July 2021 – June 2023**.

Year One: 2021-2022	Year Two: 2022-2023	Total
$23, 940.00 x 5% = $1,197 $23,940 + $1,197 = $25,137	25,137 x 5% = $1,256.85 $25,137 + $1,256.85 = $26,393.85	$25,137 + $26,393.85 = **$51,530.85**

This school district/site agreement and implementation plan certifies that the following services or expenditures will be contributed to the MESA Schools Program during the **2021 – 2023 Years**.

In witness WHEREOF, this Agreement has been executed, in duplicate, by and on behalf of the parties hereto; the day of the year first written above.

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SAN JOSÉ STATE UNIVERSITY
RESEARCH FOUNDATION
On Behalf of the MESA Schools Program
CONTRACTOR

By: DocuSigned by: _____
0A3[illegible]
Signature

Samantha Kerath, Sponsored Programs Director

Date: 7/23/2021

ALUM ROCK UNION ELEMENTARY
SCHOOL DISTRICT

DISTRICT

By: _____
Signature

Hilaria Bauer, Superintendent

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10553

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: San Jose State University

Address: One Washington Square City: San Jose State: CA Zip: 95192-00

Phone: (408) 924-1000 Email: _____

SSN: _____ Fed I.D. #: 77-0414438

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.)

University to employ experienced counseling instructors to provide supervision and support to credential candidates and site supervisors. Program allows for the education and training of students pursuing a California PUPIL PERSONNEL SERVICES (PPS) CREDENTIAL.

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

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

X b. **Other:** $0 FOR TERM OF JULY 1, 2021 TO JUNE 30, 2026

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-600-7221 R 7/28/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 7/28/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

ALUM ROCK UNION SCHOOL DISTRICT and SAN JOSE STATE UNIVERSITY
COUNSELOR EDUCATOR AGREEMENT

This agreement is between ALUM ROCK UNION SCHOOL DISTRICT ("District") and SAN JOSE STATE UNIVERSITY ("University"), who may be referred to collectively as the parties.

RECITALS

University operates a program for the education and training of students pursuing a California PUPIL PERSONNEL SERVICES (PPS) CREDENTIAL (i.e., credential candidates).

The District is authorized under Education Code 44320 et seq, to cooperate with institutions of higher education in providing training and experience to credential candidates.

One or more District employees who are credentialed, experienced counselors at a District high school, middle school, or elementary school have agreed to be responsible for a caseload of students assigned to a credential candidate, and may be referred to below as a site supervisor.

University employs one or more experienced counseling instructors who have agreed to provide supervision and support to credential candidates and site supervisors. Such individuals may be referred to below as university instructors.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of five (5) years beginning July 1, 2021 and ending June 30, 2026, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

UNIVERSITY DUTIES

1. University will work collaboratively with the District's school site administration and staff in the assignment of credential candidates.
2. University will guarantee that credential candidates have completed foundational counseling coursework prior to commencing fieldwork.
3. University will undertake to have credential candidates remain in their counseling fieldwork assignments until the end of the semester unless removed for cause by the District or University.
4. University will confer regularly with District and site administration and site supervisors through meetings, telephone calls, and/or e-mail.
5. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a credential candidate in the school.
6. University will guarantee that credential candidates and university instructors have appropriate TB and fingerprinting clearance.

7. University will undertake to have credential candidates establish and maintain adequate public liability and property damage insurance.
8. University will instruct credential candidates in state laws regarding child abuse reporting, sexual harassment and professional conduct.
9. University instructors will conduct an observation of credential candidates' performance in the District's classrooms and/or counseling offices.
10. University instructors will confer regularly with site supervisors and with the site administration through meetings, telephone calls, and/or e-mail.

DISTRICT DUTIES

1. District will provide supervised counseling and other clinical/professional experiences for credential candidates through fieldwork in the District's schools and classes under the supervision of a site supervisor.
2. District will provide each credential candidate with a certified, experienced counselor as a site supervisor and provide documentation of appropriate credentialing as needed.
3. The site supervisor will provide a minimum of one hour per week to meet with candidate for feedback and mentoring.
4. District will provide a liaison to work collaboratively with the University Instructor overseeing the EDCO 292 Fieldwork class.
5. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a credential candidate.
6. District will instruct credential candidates in school policies regarding child abuse reporting, sexual harassment and professional conduct.
7. District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the EDCO Graduate Fieldwork Coordinator of that fact.

CREDENTIAL CANDIDATE DUTIES ENFORCED BY UNIVERSITY

University will take steps consistent with its standard internal procedures to ensure that credential candidates:

1. Obtain at their sole expense a "Certificate of Clearance," which includes a complete Live Scan Service as required by California Education Code Section 44320 (b).
2. Attend school placements for the required number of hours based on the agreed individual plan.
3. Collaborate with counselors throughout the academic year.
4. Observe and shadow the site supervisor during the initial weeks.

5. Assume additional counseling responsibility, in line with an agreed upon plan developed by the credential candidate, site supervisor and university instructor.
6. Participate in department meetings when possible.

DISTRICT DISCRETION

The District at its sole discretion may refuse to accept any university student assigned to the District, and may request termination of the assignment of any previously assigned student.

LIABILITY INSURANCE

The University and the District shall each maintain automobile liability, general liability, and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $1 million per claim per occurrence/ $2 million aggregate.

WORKERS' COMPENSATION

The University and the District shall each maintain workers' compensation coverage applicable to their respective employees. The University agrees to maintain workers' compensation coverage for credential candidates to which this Agreement applies, and such coverage will be the only such coverage applicable to such credential candidates. By virtue of the coverage provided by the University, the District will also be considered to have secured payment of compensation for such individuals as provided in subd. (d) of section 3602 of the Labor Code.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (including but not limited to attorney fees and costs) incurred in the dispute.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

DISTRICT

District Name ALUM ROCK UNION SCHOOL DISTRICT

Authorized Signature _____

Authorized Printed Name HILARIA BAUER, PH.D.

Authorized Title SUPERINTENDENT

Date _____

UNIVERSITY

UNIVERSITY Name: San Jose State University

Authorized Signature _____

Authorized Printed Name _____

Authorized Title _____

Date _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

☑ **MOU** (negotiated Agreement) ☐ **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, MC 232 City: San Jose State: CA Zip: 95131

Phone: (408) 453-4257 Email: afisher@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2023

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

SCCOE to provide District support on Educator Preparation Programs (EPP) and Clear candidates, to collaborate to place special education teacher interns and qualified credentialed teachers in appropriate classroom positions.

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

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

X b. **Other:** $0 FOR TERM OF JULY 1, 2021 TO JUNE 30, 2023

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-600-7221 7/28/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 7/28/21
Director of Fiscal Services: _____ Date: _____
Asst. Supt., of Business Services: _____ Date: _____
Superintendent: _____ Date: _____

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 County Office of Education – Educator Preparation Programs) (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 placement of Interns and Clear Candidates enrolled in Educator Preparation Programs (EPP).

2. Shared Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☐ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

- Candidate Employment, Placement and Reciprocity
    - Agrees to collaborate with SCCOE to place special education teacher interns and qualified credentialed teachers in appropriate classroom positions
    - Assures candidates will be able to and will support candidate efforts to video tape their practice for the purposes of coaching conversations, reflection and submission of required video files to the CTC for teaching candidate assessment processes
- Candidate Support, Coaching, and Release Time
    - For Intern Placements
        - Ensure that the participating candidate is paired with a District Support Provider (DSP) within 30 days of being enrolled in EPP (geographic proximity and grade level will be considered when pairing candidate and DSP)
        - Ensure that the DSP possesses a Clear or Life Credential in the same area as the participant, and must have a minimum of three years of successful teaching experience and an English Learner Authorization
        - Notify SCCOE of assigned DSP with name, phone and email

- Ensure the participant has access to a credentialed teacher with English Learner authorization who is immediately available to assist the participant with instructions for English Learners (i.e. available for weekly course planning, coaching, problem solving and advisement on curriculum and teaching strategies as needed.
- Provide sufficient time and resources, including protected time, for the participating candidate, DSP and Coach to work to meet the CTC program requirements
- Provide up to three release days for intern to observe exemplary programs and veteran teachers who serve students in general education and special education with disabilities
- Ensure the intern, if applicable, receives 45 hours of EL Support and Supervisor via Professional Development, support from the DSP and/or other district personnel and resources
- Provides release time for the DSP to attend required trainings.

o For Intern Placements and Clear Candidates

- Maintain confidentiality of EPP participants as it pertains to documenting progress in the program, issue or concerns that pertain to the program, grades and evaluations
- EPP participant program documents of any kind may not be used for evaluation purposes

- Agency Fiscal Responsibilities
  - o Accepts units, if applicable, earned by the participating teacher in the EPP program as valid units towards progression on the salary schedule.

3.2. The SCCOE Responsibilities:

- Implement required CTC policy and procedures as it applies to the recommending of participants for their clear credentials
- Provide a program coach
- SCCOE will notify the Agency of the assigned coach with name, phone, and email
- SCCOE will coordinate all aspects of the programs as it relates to DSP and coaches
- Provide materials and training for DSPs and coaches
- Provide facilitation of orientation and meetings for all stakeholders
- If, for any reason, the Agency is unable to ensure the Intern, if applicable, receives 45 hours of EL Support and Supervision via Professional Development, real time coaching and/or consultation, the program will provide opportunities for these hours to be completed by the Intern.
- SCCOE Reporting Responsibilities
  - o SCCOE is responsible for all accountability and reporting to CTC.

4. Articulation of Monies/Compensation

There is no compensation associated with these services.

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.

6. Insurance/Hold Harmless

- Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 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 July 1, 2021 and ends on June 30, 2023.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon thirty (30) calendar days advance written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Adora Fisher

Title: Director, Educator Preparation Programs, Professional Learning & Instructional Division

Date: _____

Address: 1290 Ridder Park Drive, MC 232
San Jose, CA 95131

Phone: (408) 453-4257

Email: afisher@sccoe.org

***Alum Rock Union School District*:**

By: _____
Signature of Authorized Agency Official

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Signature: _____

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

☑ **MOU** (negotiated Agreement) ☐ **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, MC 232 City: San Jose State: CA Zip: 95131

Phone: (408) 453-4257 Email: afisher@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2021 end date June 30, 2023

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

SCCOE to provide District support on Local Solutions - Earn One/Add One grant recipients

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

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

X b. **Other:** $0 FOR TERM OF JULY 1, 2021 TO JUNE 30, 2023

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-600-7221 7/28/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 7/28/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

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 County Office of Education – Educator Preparation Programs (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 the Parties for the purpose of establishing and achieving various goals and objectives relating to the California Commission on Teacher Credentialing (CTC) Local Solutions to the Shortage of Special Education Teachers grant (hereafter known as Earn One/Add One). The Parties agree to work together to develop and establish processes and procedures that will promote, implement and sustain the program outlined in the Earn One/Add One grant for Santa Clara County Districts.

2. Shared Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☐ Be a premier service organization.

3. Responsibilities

3.1. The Agency Responsibilities:

- Candidate Employment, Placement and Reciprocity
  - Ensure that a point person of contact is assigned by the District to the workings of the grant program and is responsible for collaborating on program implementation
  - Ensure that any vacant special education teaching positions that meet grant specifications are offered to qualified grantee participants prior to offering said positions to the general population of teachers for the purposes of this grant
  - The District understands that a grant participant working in the District is beholden to work in that District during the time of their credentialing process and for four years after receiving their credential as long as the participant accepted funding for their education through the Earn One/Add One grant and the District continues to view the participant as a fit for a position within their district
  - If, for any reason, the District is unable to place a grant participant in the District's special education or inclusive classroom, for the purposes of this grant, the District releases any

responsibility of that grant participant to the District, and that, grant participant may seek employment with another District as long as that District is within the boundaries of Santa Clara County
  - If, for any reason, a grant participant displays unsatisfactory job performance while participating in the Earn One/Add One grant, upon releasing the teacher participant, the District will inform the Director of Educator Preparation Programs (EPP) at SCCOE

- District fiscal and reporting responsibilities:
  - Ensure that a point person of contact is assigned by the District to the workings of the grant and are responsible for collaborating on its implementation
  - Ensure that this point person is responsible for the tracking, recording and reporting of any hours spent on the grant, any funding other than the source of the grant, and any in-kind contributions in relation to the grant to the Director of EPP at SCCOE for the purposes of grant reporting and accountability.

3.2. <u>The SCCOE Responsibilities:</u>

- Implement ongoing promotion, application process and selection process as it relates to the Earn One/Add One grant

- SCCOE fiscal responsibilities:
  - SCCOE is responsible for the overall stewardship of grant implementation as it relates to the allocation, disbursement and accountability of funds for the Earn One/Add One grant
  - SCCOE shall provide each District Earn One/Add One participating candidate with Earn One/Add One grant funds as specified below grant award tuition and fees as they apply to the participation in a Special Education credentialing program or B.A. program (with an intent to obtain a special education credential upon completion) with SCCOE or partner Universities
  - For grant recipients earning their bachelor's degree at partner Universities prior to earning their education specialist credential with SCCOE, a tuition reimbursement of up to $10,000/year/recipient and that a maximum total of $20,000 tuition reimbursement is allocated per grant recipient for the duration of the grant or completion of their program whichever is first
  - For grant recipients earning their first education specialist credential through the Education Preparation for Inclusive Classrooms (EPIC) program, a grant award for the amount of full tuition will be calculated per grant recipient for the duration of the grant or completion of the program whichever is first at a maximum total of $20,000 toward tuition per participant
  - For grant recipients who possess a California teaching credential, earning an additional credential as a new Education Specialist through EPIC program, a grant award for the amount of full tuition will be allocated per grant recipient for the duration of the grant or completion of the program whichever is first at a maximum total of $20,000 toward tuition per participant
  - For grant recipients who possess a California teaching credential seeking to clear an Education Specialist through the EPIC program, a grant award for the amount of full tuition will be allocated per grant recipient for the duration of the grant or completion of the program whichever is first at a maximum total of $20,000 toward tuition per participant

- SCCOE reporting responsibilities:
  - o SCCOE is responsible for all tracking, recording and reporting of both program grant dollars as well as program in-kind contributions
  - o SCCOE is responsible for all accountability and reporting to CTC, the grant donor, as it relates to the Earn One/Add One grant.

4. Articulation of Monies/Compensation

(There is no compensation associated with these services.

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.

6. Insurance/Hold Harmless

- Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 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 July 1, 2021 and ends on June 30, 2023.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon thirty (30) calendar days advance written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

Santa Clara County Office of Education

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Adora Fisher

Title: Director, Educator Preparation Programs, Professional Learning & Instructional Support Division

Date: _____

Address: 1290 Ridder Park Drive, MC 232
San Jose, CA 95131

Phone: (408) 453-4257

Email: afisher@sccoe.org

Alum Rock Union School District:

By: _____
Signature of Authorized Agency Official

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Signature: _____

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

State & Federal (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: SCCOE - Migrant Education

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6770 Email: _____

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 Regional Migrant Program will support ARUSD with supplemental services such as outreach to students & families and with participation of school services including intervention, programs, parent meetings, workshops & on-site/virtual learning programs.

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: "No Cost"

BUDGET CODE: _____ _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: July 20, 2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Santa Clara County Office of Education
and
Alum Rock School District

Memorandum of Understanding

Date: June 16, 2021

This is a memorandum of understanding between **Alum Rock School District** and the **Santa Clara County Office of Education (SCCOE).**

The term of this agreement is from July 1, 2021 – June 30, 2022.

This memorandum of understanding is intended to outline:

- Services provided by SCCOE
- Service responsibilities of Alum Rock School District
- Articulation of monies

1.0 Supplemental Services to be provided by SCCOE:

1.1 SCCOE will reimburse the cost of approved Migrant Education Program expenses. District to submit monthly invoices for reimbursement.

1.2 SCCOE will provide professional development to the intervention teachers upon request.

1.3 Should the need for distance learning arise and more intervention teachers are needed, SCCOE will supplement by hiring SCCOE Non-Regular Certificated Employees (NRCE) on contract to provide tutoring to migrant students.

1.4 SCCOE migrant parent liaison will provide health workshops for parents.

1.5 SCCOE migrant preschool teachers will provide parent & child school readiness workshops

1.6 SCCOE program advocate will provide recruitment and advocacy services.

1.7 SCCOE will invite Alum Rock migrant students to participate in MEP summer programs.

2.0 District Responsibilities:

2.1 District will provide a classroom or training space for tutoring and parent meetings.

2.2 District will assist the Region in completing and filing, in cums, the annual Migrant Individual Needs Assessments (INA) and Individual Learning Plans (ILP.)

2.3 District will collaborate with the Region to implement an After School or Saturday Academy supplemental intervention program.

2.4 District will hire teachers or a tutoring service on an hourly basis to work with small groups of migrant students, after school or on Saturdays. Teachers will provide students with at least 30 hours of ELA and 30 hours of Math instruction in either a site-based or distance learning setting. Teachers will be paid for prep, based on district agreements.

2.5 Funds allocated to Alum Rock School District may also be used for case management, academic excursions, materials or supplies, and distance learning.

2.6 District will collaborate with migrant liaison, program advocate and manager to help maintain continuity of enrollment records between district student database, MSIN (Migrant Student Information Network) and CALPADS.

3.0 Articulation of Monies Compensation and Payments:

3.1 Not to Exceed Amount: The compensation paid by SCCOE under this agreement shall be in an amount not to exceed $12,000 inclusive of all costs, overhead and expenses. Any amendment to this MOU which increases the compensation paid shall be in writing and fully executed by SCCOE and the District before services are completed.

4.0 **Insurance/Hold Harmless**

4.1 Insurance: SCCOE and District shall maintain a certificate of insurance in the business office of each respective office.

4.2 Indemnity: SCCOE and District shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the memorandum of understanding.

By: _____	By: _____
Signature of Authorized SCCOE Official	Signature of Authorized District Official
Name: _____	Name: **Hilaria Bauer, Ph.D** **Superintendent**
Date: _____	Date: _____

Original document must be signed by all parties and forward to:
Santa Clara County Office of Education
School Leadership Services
1290 Ridder Park Drive MC 237
San Jose, CA 95131

10.10

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 05-21/22 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 sheets dated August 12, 2021.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: August 12, 2021

Recommend Approval

10.10

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 05-21/22
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 12th day of August, 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 August 12, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

RUSSO SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU350DS7X	2004671
HP MT40	CNU402C5FV	2007794
HP MT40	CNU350DR8F	N/A
HP MT40	CNU350DS0P	N/A
HP MT40	CNU402C5H2	2007809
HP MT40	CNU350DRXY	2004627
HP MT40	CNU402C5CY	N/A
HP MT40	CNU350DS0B	N/A
HP MT40	CNU350DV5Q	2004510
HP MT40	CNU350DRTX	2004655
HP MT40	CNU350DW54	2004356
HP MT40	CNU344BRXS	2003147
HP MT40	CNU402C58S	2007837
HP MT40	CNU344BRZ7	2003133
HP MT40	CNU350DVYF	N/A
HP MT40	CNU350DSB6	2004666
HP MT40	CNU350DRTJ	2004639
HP MT40	CNU350DRTD	2004609
HP MT41	CNU402C554	N/A
HP MT41	5CG52355Z6	N/A
HP MT41	5CG518023N	N/A
HP MT41	CNU420BY6M	N/A
HP MT41	5CG52357J4	N/A
HP MT41	CNU420BXM5	N/A
HP MT41	CNU420BYK9	N/A
HP MT40	CNU402C5GT	2007803
HP MT41	5CG523560J	N/A
HP MT41	5CG523561N	2009236
HP MT41	5CG5235617	2009243
HP MT41	5CG51801KF	N/A
ACER C740	NXEF2AA002528033FF7600	N/A
ACER C740	NXEF2AA00252802C627600	N/A
ACER C740	NXEF2AA0025300F36B7600	N/A
ACER C740	NXEF2AA0025300F3777600	N/A
ACER C740	NXEF2AA002528033827600	N/A
ACER C740	NXEF2AA002528032C07600	N/A
ACER C740	NXEF2AA002528033E27600	N/A
ACER C740	NXEF2AA00252802D0C7600	N/A
ACER C740	NXEF2AA0025300F3787600	N/A
ACER C740	NXEF2AA00252802C1B7600	N/A
ACER C740	NXEF2AA002528033E87600	N/A
ACER C740	NXEF2AA0025280340D7600	N/A

ACER C740	NXEF2AA00252802D1A7600	N/A
ACER C740	NXEF2AA0025300EB207600	N/A
ACER C740	NXEF2AA002528033C07600	N/A
ACER C740	NXEF2AA0025300F2FB7600	N/A
ACER C740	NXEF2AA0025300EA6E7600	N/A
ACER C740	NXEF2AA0025300F2DB7600	N/A
ACER C740	NXEF2AA00252802C2F7600	N/A
ACER C740	NXEF2AA00252802D037600	N/A
ACER C740	NXEF2AA00252801B7E7600	N/A
ACER C740	NXEF2AA00252802CE17600	N/A
DELL LATITUDE E5400	7N3ZYJ1	00015915
DEVICES	**SERIAL**	**TAG**
15" Montor	N/A	N/A

MCCOLLAM SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU350DSBB	2004665
HP MT40	CNU4039PL8	N/A
HP MT40	CNU402C5FR	2007785
HP MT40	CNU402C5LS	2007772
HP MT40	CNU4039Q4F	2007410
HP MT40	CNU4039Q13	N/A
HP MT40	CNU402C5N6	2007762
HP MT40	CNU402C68Y	2004831
HP MT40	CNU4039Q2N	2007387
HP MT40	CNU402C6KY	N/A
HP MT40	CNU4039PQM	N/A
HP MT40	CNU402C611	2007620
HP MT40	CNU402C51Q	2007902
HP MT40	CNU402C4WN	N/A
HP MT40	CNU402C644	2007667
HP MT40	CNU402C5Q2	2007652
HP MT40	CNU402C5YX	2007650
HP MT40	CNU4039PXL	N/A
HP MT40	CNU402C5PZ	N/A
HP MT40	CNU402C5WH	N/A
HP MT40	CNU402C65W	N/A
HP MT40	CNU4039QCG	2007409
HP MT40	CNU402C688	2004821
HP MT40	CNU402C516	2007914
HP MT40	CNU402C5BQ	N/A
HP MT40	CNU402C6L8	N/A
HP MT40	CNU4039PTC	2007393
HP MT40	CNU402C523	2007611
HP MT40	CNU402C543	2007859
HP MT40	CNU402C5HR	2007793
HP MT40	CNU4039QFQ	2007383
HP MT40	CNU4039QD8	2007173
HP MT40	CNU344C1PR	N/A
HP MT40	CNU402C6F5	2004829
HP MT40	CNU344BRNW	2003225
HP MT40	CNU344B4CK	2003402
HP MT40	CNU344B47Z	2003436
HP MT40	CNU344BRK4	2003228
HP MT40	CNU402C8KQ	2004934
HP MT40	CNU344C13C	2003095
HP MT40	CNU344B4QL	2003445
HP MT40	CNU402C4VG	2007966
HP MT40	CNU344BRL0	2003185

HP MT40	CNU402C5NL	N/A
HP MT40	CNU344B5J1	2003742
HP MT40	CNU344BRN3	2003036

ADELANTE SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

DEVICES	SERIAL	TAG
ACTIVIEW DOC CAM AV324	D46A03483	2008258
LAPTOPS	**SERIAL**	**TAG**
ACER C730	NXGC1AA002638211F07600	N/A
ACER C730	NXGC1AA00263820FB87600	N/A
ACER C730	NXGC1AA0026340C7C67600	N/A
ACER C730	NXGC1AA002638211EF7600	N/A
ACER C730	NXGC1AA002638211997600	N/A
ACER C730	NXGC1AA002638211FF7600	N/A
ACER C730	NXGC1AA002638212387600	N/A
ACER C730	NXGC1AA002638212617600	N/A
ACER C730	NXGC1AA002638211F77600	N/A
ACER C730	NXGC1AA002638210E17600	N/A
ACER C730	NXGC1AA002638212437600	N/A
ACER C730	NXGC1AA002638212487600	N/A
ACER C730	NXGC1AA002638210C27600	N/A
ACER C730	NXGC1AA002638212207600	N/A
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ACER C730	NXGC1AA0026382108C7600	N/A
ACER C730	NXGC1AA0026340C6627600	N/A
ACER C730	NXGC1AA002638211CF7600	N/A
ACER C730	NXGC1AA0026382112B7600	N/A
ACER C730	NXGC1AA002638212717600	N/A
ACER C730	NXGC1AA002638212117600	N/A
ACER C730	NXGC1AA002638211DD7600	N/A
ACER C730	NXGC1AA002638211D27600	N/A
ACER C730	NXGC1AA002638212677600	N/A
ACER C730	NXGC1AA0026382116B7600	N/A
ACER C730	NXGC1AA002638212277600	N/A
ACER C730	NXGC1AA002638211BE7600	N/A
ACER C730	NXGC1AA0026340C65C7600	N/A
ACER C730	NXGC1AA002634139C67600	N/A
ACER C730	NXGC1AA002638212187600	N/A
ACER C730	NXGC1AA002638211EB7600	N/A
ACER C730	NXGC1AA002638212227600	N/A
ACER C730	NXGC1AA00262810E617600	N/A
HP MT40	CNU402BB35	N/A
HP MT40	CNU402B9D2	2006645
HP MT40	CNU402B9GF	2006627
HP MT40	CNU402BB47	2004928
HP MT40	CNU402BB3V	2005312
HP MT40	CNU402BB0J	2005255
HP MT40	CNU402BB8C	2005305
HP MT40	CNU402BBC6	N/A

HP MT40	CNU402BBBQ	N/A
HP MT40	CNU402B92S	N/A
HP MT40	CNU402BBBC	2005309
HP MT40	CNU402B8Z1	2004998
HP MT40	CNU402B921	2003010
HP MT40	CNU402B95C	2005087
HP MT40	CNU402BB0D	2005083
DELL D530	567K1G1	00014047
COMPAQ PRESARIO 700	1V1BKDKM52DZ	N/A
ACER C731	NXGM8AA0017330F35F7600	N/A
ACER C731	NXGM8AA001733182AC7600	N/A
ACER C731	NXGM8AA0017491451E7600	N/A
ACER C731	NXGM8AA001733182957600	N/A
ACER C731	NXGM8AA001733182A07600	N/A
ACER C731	NXGM8AA001809128E47600	N/A
ACER C731	NXGM8AA00181212A767600	N/A
ACER C731	NXGM8AA001733182A67600	N/A
ACER C731	NXGM8AA00174913D067600	N/A
ACER C731	NXGM8AA00174913CF77600	N/A
ACER C731	NXGM8AA00174913CF07600	N/A
ACER C731	NXGM8AA001809128B27600	N/A
ACER C731	NXGM8AA00173316C287600	N/A
ACER C731	NXGM8AA00174913D077600	N/A
ACER C740	NXEF2AA0025300E3ED7600	N/A
ACER C740	NXEF2AA0025300F7A07600	N/A
ACER C740	NXEF2AA0025300F7C77600	N/A
ACER C740	NXEF2AA0025300F6DA7600	N/A
ACER C740	NXEF2AA0025300F7247600	N/A
ACER C740	NXEF2AA0025300F6637600	N/A
ACER C740	NXEF2AA0025300F7E17600	N/A
ACER C740	NXEF2AA0025300F84E7600	N/A

ADELANTE II SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
ACER C731	NXGM8AA0018130F0ED7600	N/A
ACER C731	NXGM8AA001750098487600	N/A
ACER C731	NXGM8AA00181402BCC7600	N/A
ACER C731	NXGM8AA00181402B9E7600	N/A
ACER C731	NXGM8AA00181402BDA7600	N/A
ACER C731	NXGM8AA0018091556C7600	N/A
ACER C731	NXGM8AA00175009DDF7600	N/A
ACER C731	NXGM8AA0017500A17D7600	N/A
ACER C731	NXGM8AA00181402B917600	N/A
ACER C731	NXGM8AA00181402BEF7600	N/A
ACER C731	NXGM8AA001750098D87600	N/A
ACER C731	NXGM8AA0018130F9EB7600	N/A
ACER C731	NXGM8AA00181402B997600	N/A
ACER C731	NXGM8AA001750098927600	N/A
ACER C731	NXGM8AA001750098EF7600	N/A
ACER C730	NXGC1AA002634155597600	N/A
ACER C730	NXGC1AA0026341E2FA7600	N/A
ACER C730	NXGC1AA0026341C5F87600	N/A
ACER C730	NXGC1AA0026341C5F67600	N/A
ACER C730	NXGC1AA0026341C5F07600	N/A
ACER C730	NXGC1AA00263421C4F7600	N/A
ACER C730	NXGC1AA0026341E2FB7600	N/A
ACER C730	NXGC1AA0026341E3047600	N/A
ACER C730	NXGC1AA00263421C567600	N/A
ACER C740	NXEF2AA0025300EBBF7600	N/A
ACER C740	NXEF2AA002530141F67600	N/A
ACER C740	NXEF2AA0025301424C7600	N/A
ACER C740	NXEF2AA002530142167600	N/A
ACER C740	NXEF2AA0025300E68C7600	N/A
ACER C740	NXEF2AA0025300F88C7600	N/A
ACER C740	NXEF2AA002530141CA7600	N/A
ACER C740	NXEF2AA0025300E6887600	N/A
ACER C740	NXEF2AA0025300F7F97600	N/A
ACER C740	NXEF2AA002530142597600	N/A
ACER C740	NXEF2AA002530141DA7600	N/A
ACER C740	NXEF2AA002530141347600	N/A
ACER C740	NXEF2AA0025301423D7600	N/A
HP MT40	CNU402B942	2003017
HP MT40	CNU402B90X	2006560
HP MT40	CNU402B99B	2005019
HP MT40	CNU402B92P	2005040
HP MT40	CNU402B8X3	2004973
HP MT40	CNU402BB9Z	2005314

HP MT40	CNU402B9CP	2006648
HP MT40	CNU402B9ZC	2005246
HP MT40	CNU402BB9B	2003016
HP MT40	CNU402B8X2	2004962
HP MT40	CNU402B9LG	2006576
HP MT40	CNU402BB59	2005157
HP MT40	CNU402BB8S	2005304
HP MT40	CNU402B992	2005021
HP MT40	CNU402B9G8	2006623
HP MT40	CNU402B94V	2005165
HP MT40	CNU402B8X7	2003008
HP MT40	CNU402B9HY	2005317
HP MT40	CNU402BB3S	2005306
HP MT40	CNU402B9TB	2005038
HP MT40	CNU402BB18	2005259
HP MT40	CNU402B9R5	2005226
HP MT40	CNU402B98N	2004958
HP MT40	CNU402B9G0	2006618
HP MT40	CNU402B9J7	2006572
HP MT40	CNU402B994	2006588
HP MT40	CNU402BB3G	2003007
HP MT40	CNU402B951	2004980
HP MT40	CNU402B99R	2005024
HP MT40	CNU402BBDP	2004915
HP MT40	CNU402B95W	2005010
HP MT40	CNU402B8WP	2003005
HP MT40	CNU402B990	2005025
HP MT40	CNU402B8XZ	2004982
HP MT40	CNU344BRXN	2003204
HP MT40	CNU344C15X	2003072
HP MT40	CNU344C13W	2003079
HP MT40	CNU402B8WR	2008131
HP MT40	CNU402B9MY	2006564
HP MT40	CNU402B9FS	2006612
HP MT40	CNU402B96J	2005022
HP MT40	CNU402B8WV	2004960
HP MT40	CNU402B9CH	2004951
HP MT40	CNU344BRTV	2003214
HP MT40	CNU402B9QV	2006542
HP MT40	CNU344C12L	2003125
HP MT40	CNU402BBBH	2003006
HP MT40	CNU402B9B5	N/A
HP MT40	CNU402B98G	2006614
HP MT40	CNU402B8RD	2005268
HP MT40	CNU402B99P	2006565
HP MT41	5CG5211N2Y	2008873
HP MT41	5CG5211QQP	2008891
HP MT41	5CG5211QKJ	2008874
HP MT41	5CG5211QJR	2008887

HP MT41	5CG5211N0R	2008886
HP MT41	5CG5211N1J	2008872
HP MT41	5CG5211N1Y	N/A
HP MT41	5CG5211MXQ	N/A
HP MT41	5CG5211MYZ	2008885
HP MT41	5CG5211QK5	2008877
HP MT41	5CG5211MYK	2008889
HP MT41	5CG5211N2F	2008882
HP MT41	5CG5211QKF	2008878
HP MT41	5CG5211QJG	2008883
HP MT41	5CG5211N16	2008881
HP MT41	5CG5211QJ9	2008880
HP MT41	5CG5211N24	2008876
HP MT41	5CG5211MXF	2008871
HP MT41	5CG5211N1N	2008870
HP MT41	5CG5211QJF	2008879
HP MT41	5CG5211N1K	2008888
HP MT41	5CG52123BD	2008884

APTITUDE SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
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LAPTOPS	SERIAL	TAG
ACER C740	NXEF2AA0025520BF357600	N/A
ACER C740	NXEF2AA0025511E16A7600	N/A
ACER C740	NXEF2AA0025511E4F67600	N/A
ACER C740	NXEF2AA0025520BEFA7600	N/A
ACER C740	NXEF2AA0025511E1977600	N/A
ACER C740	NXEF2AA0025511E1477600	N/A
ACER C740	NXEF2AA0025511E1EF7600	N/A
ACER C740	NXEF2AA0025301413E7600	N/A
ACER C740	NXEF2AA0025511E5157600	N/A
ACER C731	NXGM8AA006850040577600	N/A
ACER C731	NXGM8AA00181402BF67600	N/A

DORSA SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
DELL LATITUDE E5400	N/A	00016114
HP PROBOOK 4440S	2CE3020MX4	N/A
HP PROBOOK 4440S	2CE30301PV	2001119
HP PROBOOK 4440S	2CE3020C2P	2001127
HP PROBOOK 4440S	2CE3060285	2001126
HP PROBOOK 4440S	2CE3020C23	N/A
HP PROBOOK 4440S	2CE3020C28	2001120
HP PROBOOK 4440S	2CE30301PQ	2001117
HP PROBOOK 4440S	2CE3020Q7Q	2001129
HP PROBOOK 430 G1	2CE3340Q92	2002246
HP STREAM 11 PRO	N/A	2009365
HP STREAM 11 PRO	N/A	2009366
HP MT40	CNU4039PYR	N/A
HP MT40	CNU4039PYG	N/A
HP MT40	CNU402C6GL	N/A
HP MT40	CNU4039PNC	N/A
HP MT40	CNU402C5TW	N/A
HP MT40	CNU4039PVJ	N/A
HP MT40	CNU402C5P2	N/A
HP MT40	CNU402C66F	N/A
HP MT40	CNU402C4XL	N/A
HP MT40	CNU402C5X2	N/A
HP MT40	CNU402C6J5	N/A
HP MT40	CNU4039PRM	N/A
HP MT40	CNU402C598	N/A
HP MT40	CNU4039QCC	N/A
HP MT40	CNU402C5NN	N/A
HP MT40	CNU402C6BX	N/A
HP MT40	CNU402C62X	N/A
HP MT40	CNU402C506	N/A
HP MT40	CNU402C6HD	N/A
HP MT40	CNU402C65L	N/A
HP MT40	CNU402C633	N/A
HP MT40	CNU4039PXN	N/A
HP MT40	CNU4039PYZ	N/A
HP MT40	CNU402C66S	N/A
HP MT40	CNU402C63G	N/A
HP MT40	CNU4039PKM	N/A
HP MT40	CNU402C6DX	N/A
HP MT40	CNU4039PRW	N/A
HP MT40	CNU4039QBG	N/A
HP MT40	CNU402C5KN	N/A
HP MT40	CNU402C52K	N/A

HP MT40	CNU402C66N	N/A
HP MT40	CNU402C5BH	N/A
HP MT40	CNU402C6J9	N/A
HP MT40	CNU402C5PC	N/A
HP MT40	CNU344BRKK	N/A
HP MT40	CNU344BRGQ	N/A
HP MT40	CNU344C16Z	N/A
HP MT40	CNU344BRQZ	N/A
HP MT40	CNU344BRTW	N/A
HP MT40	CNU344C14W	N/A
HP MT40	CNU344BRR6	N/A
HP MT40	CNU344C16Q	N/A
HP MT40	CNU344BRMC	N/A
HP MT40	CNU344BRJ2	N/A
HP MT40	CNU344C126	N/A
HP MT40	CNU3449W2S	N/A
HP MT40	CNU344B5QL	N/A
HP MT40	CNU3449W5P	N/A
HP MT40	CNU344B85X	N/A
HP MT40	CNU344B4D2	N/A
HP MT40	CNU344B5RF	N/A
HP MT40	CNU344B5MP	N/A
HP MT40	CNU344B5N1	N/A
HP MT40	CNU344B804	N/A
HP MT40	CNU344B5LS	N/A
HP MT40	CNU3449VNZ	N/A
HP MT40	CNU344B5G5	N/A
HP MT40	CNU344B87X	N/A
HP MT40	CNU344B4ZF	N/A
HP MT40	CNU344B5PB	N/A
HP MT40	CNU344B85F	N/A
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HP MT40	CNU344BRV9	N/A
HP MT40	CNU344BRNN	N/A
HP MT40	CNU4039PMD	N/A
HP MT40	CNU4039PRX	N/A
HP MT40	CNU4039PJX	N/A
HP MT40	CNU4039Q1N	N/A
HP MT40	CNU4049NRK	N/A
HP MT40	CNU4039PYC	N/A
HP MT40	CNU4039PTM	N/A
HP MT40	CNU4039Q21	N/A
HP MT40	CNU4049NK3	N/A
HP MT40	CNU4049NMS	N/A
HP MT40	CNU4049N69	N/A
HP MT40	CNU4049NQH	N/A
HP MT40	CNU4049NBH	N/A
HP MT40	CNU4039PWF	N/A
HP MT40	CNU4049NHG	N/A

HP MT40	CNU4039PMB	N/A
HP MT40	CNU4039Q14	N/A
HP MT40	CNU4049P3D	N/A
HP MT40	CNU4049NHJ	N/A
HP MT40	CNU4049NR1	N/A
HP MT40	CNU4039PNF	N/A
HP MT40	CNU4049N75	N/A
HP MT40	CNU4049P3L	N/A
HP MT40	CNU4039PQV	N/A
HP MT40	CNU4049N2W	N/A
HP MT40	CNU4039Q0R	N/A
HP MT40	CNU4049P0M	N/A
HP MT40	CNU4049NM2	N/A
HP MT40	CNU4039PW1	N/A
HP MT40	CNU4049N5K	N/A
HP MT40	CNU4049P33	N/A
HP MT40	CNU4039PVS	N/A
HP MT40	CNU4039PLP	N/A
HP MT40	CNU4049P69	N/A
HP MT40	CNU4039QCV	N/A
HP MT40	CNU4039QCZ	N/A
HP MT40	CNU4039PQJ	N/A
HP MT40	CNU4049NGR	N/A
HP MT40	CNU4049N5C	N/A
HP MT40	CNU4049NB1	N/A
HP MT40	CNU4039PZK	N/A
HP MT40	CNU4049NNQ	N/A
HP MT40	CNU4049NNZ	N/A
HP MT40	CNU4049NS1	N/A
HP MT40	CNU4039PLS	N/A
HP MT40	CNU4049NRH	N/A
HP MT40	CNU4049N31	N/A
HP MT40	CNU4039QDC	N/A
HP MT40	CNU4049P0G	N/A
HP MT40	CNU4049NBQ	N/A
HP MT40	CNU4049N6V	N/A
HP MT40	CNU4049NQW	N/A
HP MT40	CNU4039QCP	N/A
HP MT40	CNU4049NMC	N/A
HP MT40	CNU4049P6Q	N/A
HP MT40	CNU4049NQM	N/A
HP MT40	CNU4049NW3	N/A
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HP MT40	CNU4049N4T	N/A
HP MT40	CNU4049P1B	N/A
HP MT40	CNU4049N1V	N/A
HP MT40	CNU4049N7B	N/A
HP MT40	CNU4049N83	N/A
HP MT40	CNU4049NX3	N/A

HP MT40	CNU4049NXW	N/A
HP MT40	CNU4049NLP	N/A
HP MT40	CNU4049NF9	N/A
HP MT40	CNU4039PZJ	N/A
HP MT40	CNU4039PL0	N/A
HP MT40	CNU4049NNC	N/A
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HP MT40	CNU4049P3G	N/A
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HP MT40	CNU4039PWC	N/A
HP MT40	CNU4049N56	N/A
HP MT40	CNU4049NG6	N/A
HP MT40	CNU4049P3T	N/A
HP MT40	CNU4049NKM	N/A
HP MT40	CNU4049P68	N/A
HP MT40	CNU4049NP7	N/A
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HP MT40	CNU4049NDV	N/A
HP MT40	CNU4039PZB	N/A
HP MT40	CNU4049NFY	N/A
HP MT40	CNU4049NKZ	N/A
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HP MT40	CNU4049N1Z	N/A
HP MT40	CNU4049N7D	N/A
HP MT40	CNU4049NM6	N/A
HP MT40	CNU4049NGX	N/A
HP MT40	CNU4039Q2V	N/A
HP MT40	CNU4049P39	N/A
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HP MT40	CNU4039Q09	N/A
HP MT40	CNU4049NY5	N/A
HP MT40	CNU4039Q1D	N/A
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HP MT40	CNU4049N22	N/A
HP MT40	CNU344B5LG	N/A
HP MT40	CNU4039QC2	N/A
HP MT40	CNU4049P1M	N/A
ACER C730	NXGC1AA00263314E827600	N/A
ACER C730	NXGC1AA002629022F97600	N/A
ACER C730	NXGC1AA002633154247600	N/A
ACER C730	NXGC1AA00263314E317600	N/A
ACER C730	NXGC1AA0026341C5C87600	N/A
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ACER C730	NXGC1AA0026341C5787600	N/A
ACER C730	NXGC1AA00263314E5D7600	N/A
ACER C730	NXGC1AA00263314E4D7600	N/A

ACER C730	NXGC1AA00263314BD47600	N/A
ACER C730	NXGC1AA0026341C5BD7600	N/A
ACER C730	NXGC1AA00263314E697600	N/A
ACER C730	NXGC1AA002628105687600	N/A
ACER C730	NXGC1AA00263314E667600	N/A
ACER C730	NXGC1AA0026341E5F87600	N/A
ACER C730	NXGC1AA0026341C5957600	N/A
ACER C730	NXGC1AA0026341C5747600	N/A
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ACER C730	NXGC1AA00263314E6C7600	N/A
ACER C730	NXGC1AA0026341C5817600	N/A
ACER C730	NXGC1AA00263314C737600	N/A
ACER C730	NXGC1AA0026341C5757600	N/A
ACER C730	NXGC1AA0026341C5617600	N/A
ACER C730	NXGC1AA0026341C5667600	N/A
ACER C740	NXEF2AA002530092217600	N/A
ACER C740	NXEF2AA002530091837600	N/A
ACER C740	NXEF2AA002530091F57600	N/A
ACER C740	NXEF2AA0025300921D7600	N/A
ACER C740	NXEF2AA0025280345F7600	N/A
ACER C740	NXEF2AA002528032F07600	N/A
ACER C740	NXEF2AA0025280347A7600	N/A
ACER C740	NXEF2AA0025280346D7600	N/A
ACER C740	NXEF2AA002528034597600	N/A
ACER C740	NXEF2AA0025280347D7600	N/A
ACER C740	NXEF2AA002530092447600	N/A
ACER C731	NXGM8AA006850042967600	N/A
ACER C731	NXGM8AA0017510171A7600	N/A
ACER C731	NXGM8AA0068500427B7600	N/A
ACER C731	NXGM8AA0068500427D7600	N/A
ACER C731	NXGM8AA006850042E67600	N/A
ACER C731	NXGM8AA0068500429B7600	N/A
ACER C731	NXGM8AA006850042B07600	N/A
ACER C731	NXGM8AA006850042A77600	N/A
ACER C731	NXGM8AA001750099087600	N/A
HP 7260NGW	5CD6200851	N/A
HP 7260NGW	5CD62008MF	N/A
HP 7260NGW	5CD62008YL	N/A
DEVICES	**DEVICES**	**TAG**
IPAD 2	N/A	2000419
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A

IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD	N/A	N/A
IPOD CHARGING CART	N/A	00016838
LAPTOP CART	N/A	00012328
LAPTOP CART	N/A	N/A

SAN ANTONIO SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
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DEVICES	SERIAL	TAG
IPOD CART	N/A	17157
IPOD CART	N/A	17153
IPOD CART	N/A	17151
IPOD CART	N/A	17150
IPOD CART	N/A	17164
IPOD CART	N/A	17158
IPOD CART	N/A	17165
IPOD CART	N/A	17163
IPOD CART	N/A	17171
IPOD CART	N/A	17156
IPOD CART	N/A	17168
IPOD CART	N/A	2000690
CANON SCANNER	KEKA27886	N/A
HP LASERJET 1200	CNDX062428	N/A
IPADS	**SERIAL**	**TAG**
IPAD GEN2 A1395	N/A	2000298
IPAD GEN2 A1395	N/A	2000302
IPAD GEN2 A1395	N/A	2000304
IPAD GEN2 A1395	N/A	2000250
IPAD GEN2 A1395	N/A	2000162
IPAD GEN2 A1395	N/A	2000150
IPAD GEN2 A1395	N/A	2000186
IPAD GEN2 A1395	N/A	2000163
IPAD GEN2 A1395	N/A	2000166
IPAD GEN2 A1395	N/A	2000164
IPAD GEN2 A1395	N/A	2000167
IPAD GEN2 A1395	N/A	2000175
IPAD GEN2 A1395	N/A	2000158
IPAD GEN2 A1395	N/A	2000154
IPAD GEN2 A1395	N/A	2000153
IPAD GEN2 A1395	N/A	2000149
IPAD GEN2 A1395	N/A	2000152
IPAD GEN2 A1395	N/A	2000169
IPAD GEN2 A1395	N/A	2000148
IPAD GEN2 A1395	N/A	2000151
IPAD GEN2 A1395	N/A	2000155
IPAD GEN2 A1395	N/A	2000295
IPAD GEN2 A1395	N/A	2000291
IPAD GEN2 A1395	N/A	2000292
IPAD GEN2 A1395	N/A	2000294
IPAD GEN2 A1395	N/A	2000267
IPAD GEN2 A1395	N/A	2000168
IPAD GEN2 A1395	N/A	2000161

IPAD GEN2 A1395	N/A	2000176
IPAD GEN2 A1395	N/A	2000157
IPAD GEN2 A1395	N/A	2000165
IPAD GEN2 A1395	N/A	2000185
IPAD GEN2 A1395	N/A	2000170
IPAD GEN2 A1395	N/A	2000171
IPAD GEN2 A1395	N/A	2000159
IPAD GEN2 A1395	N/A	2000178
IPAD GEN2 A1395	N/A	2000156
IPAD GEN2 A1395	N/A	2000177
IPAD GEN2 A1395	N/A	2000173
IPAD GEN2 A1395	N/A	2000174
IPAD GEN2 A1395	N/A	2000160
IPAD GEN2 A1395	N/A	2000172
IPAD GEN2 A1395	N/A	2000259
IPAD GEN2 A1395	N/A	2000258
IPAD GEN2 A1395	N/A	2000261
IPAD GEN2 A1395	N/A	2000260
IPAD GEN1 A1219	N/A	00016783
IPAD GEN2 A1395	N/A	2000144
IPAD GEN2 A1395	N/A	2000143
IPAD GEN2 A1395	N/A	2000142
IPAD GEN2 A1395	N/A	2000141
IPAD GEN2 A1395	N/A	2000140
IPAD GEN2 A1395	N/A	2000125
IPAD GEN2 A1395	N/A	2000128
IPAD GEN2 A1395	N/A	2000127
IPAD GEN2 A1395	N/A	2000122
IPAD GEN2 A1395	N/A	2000126
IPAD GEN2 A1395	N/A	2000146
IPAD GEN2 A1395	N/A	2000147
IPAD GEN2 A1395	N/A	2000120
IPAD GEN2 A1395	N/A	2000115
IPAD GEN2 A1395	N/A	2000118
IPAD GEN2 A1395	N/A	2000145
IPAD GEN2 A1395	N/A	2000262
IPAD GEN2 A1395	N/A	2000252
IPAD GEN2 A1395	N/A	2000266
IPAD GEN2 A1395	N/A	2000276
IPAD GEN1 A1219	N/A	00016786
IPAD GEN2 A1395	N/A	2000101
IPAD GEN2 A1395	N/A	2000090
IPAD GEN2 A1395	N/A	2002258
IPAD GEN2 A1395	N/A	2002257
IPAD GEN2 A1395	N/A	2000181
IPAD GEN2 A1395	N/A	2000102
IPAD GEN2 A1395	N/A	2000321
IPAD GEN2 A1395	N/A	2000184
IPAD GEN2 A1395	N/A	00017305

IPAD GEN2 A1395	N/A	2000109
IPAD GEN2 A1395	N/A	2000111
IPAD GEN2 A1395	N/A	2000322
IPAD GEN2 A1395	N/A	2000097
IPAD GEN2 A1395	N/A	2000106
IPAD GEN2 A1395	N/A	2000441
IPAD GEN2 A1395	N/A	2000442
IPAD GEN2 A1395	N/A	2000095
IPAD GEN2 A1395	N/A	2000306
IPAD GEN2 A1395	N/A	2000303
IPAD GEN2 A1395	N/A	2000139
IPAD GEN2 A1395	N/A	2000138
IPAD GEN2 A1395	N/A	2000136
IPAD GEN2 A1395	N/A	2000137
IPAD GEN2 A1395	N/A	2000135
IPAD GEN2 A1395	N/A	2000134
IPAD GEN2 A1395	N/A	2000132
IPAD GEN2 A1395	N/A	2000133
IPAD GEN2 A1395	N/A	2000130
IPAD GEN2 A1395	N/A	2000131
IPAD GEN2 A1395	N/A	2000123
IPAD GEN2 A1395	N/A	2000129
IPAD GEN2 A1395	N/A	2000124
IPAD GEN2 A1395	N/A	2000117
IPAD GEN2 A1395	N/A	2000121
IPAD GEN2 A1395	N/A	2000116
IPAD GEN2 A1395	N/A	2000446
IPAD GEN1 A1219	N/A	00016809
IPAD GEN2 A1395	N/A	2000300
IPAD GEN2 A1395	N/A	2000251
IPAD GEN2 A1395	N/A	2000094
IPAD GEN2 A1395	N/A	2000287
IPAD GEN2 A1395	N/A	2000285
IPAD GEN2 A1395	N/A	2000284
IPAD GEN2 A1395	N/A	2000271
IPAD GEN2 A1395	N/A	2000283
IPAD GEN2 A1395	N/A	2000272
IPAD GEN2 A1395	N/A	2000273
IPAD GEN2 A1395	N/A	2000445
IPAD GEN2 A1395	N/A	2000340
IPAD GEN2 A1395	N/A	2000339
IPAD GEN2 A1395	N/A	2000274
IPAD GEN2 A1395	N/A	2000275
IPAD GEN2 A1395	N/A	2000277
IPAD GEN2 A1395	N/A	2000282
IPAD GEN2 A1395	N/A	2000286
IPAD GEN2 A1395	N/A	2000268
IPAD GEN2 A1395	N/A	2000343
IPAD GEN2 A1395	N/A	2000344

IPAD GEN2 A1395	N/A	2000341
IPAD GEN2 A1395	N/A	2000248
IPAD GEN2 A1395	N/A	2000249
IPAD GEN1 A1219	N/A	00016808
IPAD GEN2 A1395	N/A	2000183
IPAD GEN2 A1395	N/A	2000180
IPAD GEN2 A1395	N/A	2000179
IPAD GEN2 A1395	N/A	2000105
IPAD GEN2 A1395	N/A	2000110
IPAD GEN2 A1395	N/A	2000099
IPAD GEN2 A1395	N/A	2000092
IPAD GEN2 A1395	N/A	2000319
IPAD GEN2 A1395	N/A	2000444
IPAD GEN2 A1395	N/A	2000091
IPAD GEN2 A1395	N/A	2000348
IPAD GEN2 A1395	N/A	2000103
IPAD GEN2 A1395	N/A	2000443
IPAD GEN2 A1395	N/A	2000182
IPAD GEN2 A1395	N/A	2000438
IPAD GEN2 A1395	N/A	2000098
IPAD GEN2 A1395	N/A	2000104
IPAD GEN2 A1395	N/A	2000100
IPAD GEN2 A1395	N/A	2000264
IPAD GEN2 A1395	N/A	2000263
IPAD GEN2 A1395	N/A	2000296
IPAD GEN2 A1395	N/A	2000297
IPAD GEN1 A1219	N/A	00016784
IPAD GEN1 A1219	N/A	00016781
IPAD GEN2 A1395	N/A	2000435
IPAD GEN2 A1395	N/A	2000429
IPAD GEN2 A1395	N/A	2000428
IPAD GEN2 A1395	N/A	2002255
IPAD GEN2 A1395	N/A	2002254
IPAD GEN2 A1395	N/A	2000301
IPAD GEN2 A1395	N/A	2000293
IPAD GEN2 A1395	N/A	2000305
IPAD GEN2 A1395	N/A	2002262
IPAD GEN2 A1395	N/A	2002252
IPAD GEN2 A1395	N/A	2000516
IPAD GEN2 A1395	N/A	2002259
IPAD GEN2 A1395	N/A	2002264
IPAD GEN2 A1395	N/A	2002260
IPAD GEN2 A1395	N/A	2002263
IPAD GEN2 A1395	N/A	2002256
IPAD GEN2 A1395	N/A	2000108
IPAD GEN2 A1395	N/A	2000107
IPAD GEN2 A1395	N/A	2000427
IPAD GEN2 A1395	N/A	2000426
IPAD GEN2 A1395	N/A	2000425

IPAD GEN2 A1395	N/A	2000423
IPAD GEN2 A1395	N/A	2000424
IPAD GEN2 A1395	N/A	2002253
IPAD GEN2 A1395	N/A	2000437
IPAD GEN2 A1395	N/A	2000436
IPAD GEN2 A1395	N/A	2000434
IPAD GEN2 A1395	N/A	2000433
IPAD GEN2 A1395	N/A	2000432
IPAD GEN2 A1395	N/A	2000431
IPAD GEN2 A1395	N/A	2000430
IPODS	**SERIAL**	**TAG**
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A

IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A

IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A

IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A

IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A

IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A
IPOD A1367	N/A	N/A

MACBOOK A1342	N/A	2000054
MACBOOK A1342	N/A	2000066
MACBOOK A1342	N/A	2000068
MACBOOK A1342	N/A	2000065
MACBOOK A1342	N/A	2000048
MACBOOK A1342	N/A	2000057
MACBOOK A1342	N/A	2000055
MACBOOK A1342	N/A	2000070
MACBOOK A1342	N/A	2000063
MACBOOK A1342	N/A	2000058
MACBOOK A1342	N/A	2000323
DELL LATITUDE D520	G64XVC1	00012479
DELL LATITUDE D520	674XVC1	00012482
ACER C740	NXEF2AA0025511E2B57600	N/A
ACER C740	NXEF2AA0025300F7F27600	N/A
ACER C740	NXEF2AA0025300F2DF7600	N/A
ACER C740	NXEF2AA002530141F77600	N/A
ACER C740	NXEF2AA0025511E11F7600	N/A
ACER C740	NXEF2AA0025300E4F77600	N/A
ACER C740	NXEF2AA0025300E5177600	N/A
ACER C740	NXEF2AA0025511E10B7600	N/A
ACER C740	NXEF2AA0025511E14D7600	N/A
ACER C740	NXEF2AA0025511E2F17600	N/A
ACER C740	NXEF2AA002528033BB7600	N/A
ACER C740	NXEF2AA002530141EC7600	N/A
ACER C740	NXEF2AA0025300F88E7600	N/A
ACER C740	NXEF2AA0025300F8657600	N/A
ACER C740	NXEF2AA0025511E13D7600	N/A
ACER C740	NXEF2AA0025300F2FF7600	N/A
ACER C740	NXEF2AA002530142137600	N/A
ACER C740	NXEF2AA002530142027600	N/A
ACER C740	NXEF2AA002528034057600	N/A
ACER C740	NXEF2AA002528033DD7600	N/A
ACER C740	NXEF2AA0025511E1587600	N/A
ACER C740	NXEF2AA0025511E13F7600	N/A
ACER C740	NXEF2AA0025511E42D7600	N/A
ACER C740	NXEF2AA0025511E0B07600	N/A
ACER C740	NXEF2AA0025511E1407600	N/A
ACER C740	NXEF2AA0025511E0DF7600	N/A
ACER C740	NXEF2AA0025511E0F97600	N/A
ACER C740	NXEF2AA0025511E1447600	N/A
ACER C740	NXEF2AA002530141E87600	N/A
ACER C740	NXEF2AA002530142107600	N/A
ACER C740	NXEF2AA0025511E3967600	N/A
ACER C740	NXEF2AA0025511E1497600	N/A
ACER C740	NXEF2AA002530142187600	N/A
ACER C740	NXEF2AA0025511E4277600	N/A
ACER C740	NXEF2AA0025511E1277600	N/A
ACER C740	NXEF2AA0025511E1307600	N/A

ACER C740	NXEF2AA002528033FD7600	N/A
ACER C740	NXEF2AA0025511E0D27600	N/A
ACER C740	NXEF2AA0025511E1217600	N/A
ACER C740	NXEF2AA0025511E1A47600	N/A
ACER C740	NXEF2AA0025511E0F77600	N/A
ACER C740	NXEF2AA0025511E1427600	N/A
ACER C740	NXEF2AA0025511E1077600	N/A
ACER C740	NXEF2AA0025511E1357600	N/A
ACER C740	NXEF2AA0025301423F7600	N/A
ACER C740	NXEF2AA0025511E12B7600	N/A
ACER C740	NXEF2AA002528033F07600	N/A
ACER C740	NXEF2AA0025511E1417600	N/A
ACER C740	NXEF2AA0025511E1537600	N/A
ACER C740	NXEF2AA0025511E13C7600	N/A
ACER C740	NXEF2AA0025300F7527600	N/A
ACER C740	NXEF2AA0025511E11D7600	N/A
ACER C740	NXEF2AA0025511E13B7600	N/A
ACER C740	NXEF2AA0025511E2BC7600	N/A
ACER C740	NXEF2AA0025511E1567600	N/A
ACER C740	NXEF2AA0025511E1267600	N/A
ACER C740	NXEF2AA0025511E1027600	N/A
ACER C740	NXEF2AA0025511E11C7600	N/A
ACER C740	NXEF2AA0025511E17B7600	N/A
ACER C740	NXEF2AA0025511E4237600	N/A
ACER C740	NXEF2AA0025511E13A7600	N/A
ACER C740	NXEF2AA002528032307600	N/A
ACER C740	NXEF2AA00252802B6B7600	N/A
ACER C740	NXEF2AA0025511E1317600	N/A
ACER C740	NXEF2AA0025300F88A7600	N/A
ACER C740	NXEF2AA002530142097600	N/A
ACER C740	NXEF2AA002528032087600	N/A
ACER C740	NXEF2AA0025301420E7600	N/A
ACER C740	NXEF2AA0025511E12C7600	N/A
ACER C740	NXEF2AA0025511E1017600	N/A
ACER C740	NXEF2AA0025511E11A7600	N/A
ACER C740	NXEF2AA0025300F2EB7600	N/A
ACER C740	NXEF2AA0025300F8937600	N/A
ACER C740	NXEF2AA0025301420A7600	N/A
ACER C740	NXEF2AA0025511DED87600	N/A
ACER C740	NXEF2AA0025511E1127600	N/A
ACER C731	NXGM8AA001751015BD7600	N/A
ACER C730	NXGC1AA0026281B2BF7600	N/A
ACER C730	NXGC1AA0026281B2CD7600	N/A
ACER C730	NXGC1AA0026281B28B7600	N/A
ACER C730	NXGC1AA0026281B2C07600	N/A
ACER C730	NXGC1AA0026281B28C7600	N/A
ACER C730	NXGC1AA0026281B4C57600	N/A
ACER C730	NXGC1AA00262810EC97600	N/A
ACER C730	NXGC1AA0026281B2A57600	N/A

ACER C730	NXGC1AA0026281B28F7600	N/A
ACER C730	NXGC1AA0026281B4BB7600	N/A
ACER C730	NXGC1AA0026281B29C7600	N/A
ACER C730	NXGC1AA0026281B2757600	N/A

RENAISSANCE @ MATHSON SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
HP MT41	5CG4342P1N	N/A
ACER C740	NXEF2AA00255201AAA7600	N/A
ACER C740	NXEF2AA00252802C057600	N/A
ACER C740	NXEF2AA00252802C257600	N/A
ACER C740	NXEF2AA00252802C957600	N/A
ACER C740	NXEF2AA00252802CD77600	N/A
ACER C740	NXEF2AA0025510683D7600	N/A
ACER C740	NXEF2AA00255201AAF7600	N/A
ACER C740	NXEF2AA00255201AF67600	N/A
ACER C740	NXEF2AA00252802C337600	N/A
ACER C740	NXEF2AA00252802C1D7600	N/A
ACER C740	NXEF2AA00255201AFD7600	N/A
ACER C740	NXEF2AA002552015F97600	N/A
ACER C740	NXEF2AA00252802B777600	N/A
ACER C740	NXEF2AA00252802C537600	N/A
ACER C740	NXEF2AA00252802B7B7600	N/A
ACER C740	NXEF2AA00252802C497600	N/A
ACER C740	NXEF2AA00252802C087600	N/A
ACER C740	NXEF2AA00252802CDC7600	N/A
ACER C740	NXEF2AA00252802C207600	N/A
ACER C740	NXEF2AA00252802C017600	N/A
ACER C740	NXEF2AA00252802BF57600	N/A
ACER C740	NXEF2AA00252802C437600	N/A
ACER C740	NXEF2AA00255201A9D7600	N/A
ACER C740	NXEF2AA0025510677A7600	N/A
ACER C740	NXEF2AA00252802C0B7600	N/A
ACER C740	NXEF2AA00252802C237600	N/A
ACER C740	NXEF2AA00252802C947600	N/A
ACER C740	NXEF2AA00252802C1E7600	N/A
ACER C740	NXEF2AA00252802CD27600	N/A
ACER C740	NXEF2AA00252802C507600	N/A
ACER C740	NXEF2AA00255201AB37600	N/A
ACER C740	NXEF2AA0025510681C7600	N/A
ACER C740	NXEF2AA00255201AEF7600	N/A
ACER C740	NXEF2AA00252802C517600	N/A
ACER C740	NXEF2AA00255201AE67600	N/A
ACER C740	NXEF2AA00252802CD37600	N/A
ACER C730	NXGC1AA0026341E3277600	N/A
ACER C730	NXGC1AA0026340C6867600	N/A
ACER C730	NXGC1AA002637222497600	N/A
ACER C730	NXGC1AA0026340C6657600	N/A
ACER C730	NXGC1AA0026340C6677600	N/A
ACER C730	NXGC1AA0026340C6987600	N/A

ACER C730	NXGC1AA002634156717600	N/A
ACER C730	NXGC1AA002634156357600	N/A
ACER C731	NXGM8AA00684902CC07600	N/A
ACER C731	NXGM8AA00181402BC67600	N/A
ACER C731	NXGM8AA001751016C17600	N/A
ACER C731	NXGM8AA0017510166C7600	N/A
ACER C731	NXGM8AA001809155AB7600	N/A
ACER C731	NXGM8AA00684902C9A7600	N/A
ACER C731	NXGM8AA001809155557600	N/A
ACER C731	NXGM8AA001751017237600	N/A
ACER C731	NXGM8AA001751016137600	N/A
ACER C731	NXGM8AA00684902C827600	N/A
ACER C730	NXGC1AA00262810E4B7600	N/A
ACER C730	NXGC1AA00262809BF97600	N/A
ACER C730	NXGC1AA00262810E587600	N/A
ACER C730	NXGC1AA00262810FA97600	N/A
ACER C730	NXGC1AA00262809CC17600	N/A
ACER C730	NXGC1AA00262810E597600	N/A

ITSS SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
ACER C730	NXGC1AA002638211DE7600	N/A
ACER C740	NXEF2AA0025301420C7600	N/A

RENAISSANCE @ FISCHER SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU350DT3V	N/A
HP MT40	CNU350CRYH	N/A
HP MT40	CNU344B4M2	N/A
HP MT40	CNU350DWDN	N/A
HP MT40	CNU350DVMW	N/A
HP MT40	CNU347BSYR	N/A
HP MT40	CNU350DWNR	N/A
HP MT40	CNU350CS3X	N/A
HP MT40	CNU350DW2N	N/A
HP MT40	CNU350CRQ8	N/A
HP MT40	CNU350DV35	N/A
HP MT40	CNU350DRX6	N/A
HP MT40	CNU350DTZD	N/A
HP MT40	CNU350DVDD	N/A
HP MT40	CNU350CSD7	N/A
HP MT40	CNU350BGV5	N/A
HP MT40	CNU344B5GQ	N/A
HP MT40	CNU344B4LV	N/A
HP MT40	CNU350CRKB	N/A
HP MT40	CNU344B538	N/A
HP MT40	CNU350CRMG	N/A
HP MT40	CNU3449W9D	N/A
HP MT40	CNU350DVD6	N/A
HP MT40	CNU350DTWV	N/A
HP MT40	CNU350CRJS	N/A
HP MT40	CNU350CRWL	N/A
HP MT40	CNU350DV8F	N/A
HP MT40	CNU350CRK1	N/A
HP MT40	CNU350DVS5	N/A
HP MT40	CNU350CT6K	N/A
HP MT40	CNU350BGFR	N/A
HP MT40	CNU350BG1T	N/A
HP MT40	CNU350DRYC	N/A
HP MT40	CNU350CRXG	N/A
HP MT40	CNU350DRJC	N/A
HP MT40	CNU350CRKY	N/A
HP MT40	CNU350DW0Y	N/A
HP MT40	CNU350CRWC	N/A
HP MT40	CNU350BGQX	N/A
HP MT40	CNU350DWF8	N/A
HP MT40	CNU344B8FY	N/A
HP MT40	CNU350DVKH	N/A
HP MT40	CNU350DVTJ	N/A

HP MT40	CNU350CRM4	N/A
HP MT40	CNU350CRXQ	N/A
HP MT40	CNU350CRMV	N/A
HP MT40	CNU350DVVN	N/A
HP MT40	CNU350DW3M	N/A
HP MT40	CNU350CRMN	N/A
HP MT40	CNU350CSFW	N/A
HP MT40	CNU350CRX7	N/A
HP MT40	CNU347BSFW	N/A
HP MT40	CNU350DTZY	N/A
HP MT40	CNU350DVGZ	N/A
HP MT40	CNU350CRPH	N/A
HP MT40	CNU350CSC9	N/A
HP MT40	CNU350DVFR	N/A
HP MT40	CNU350DRTH	N/A
HP MT40	CNU350DV4S	N/A
HP MT40	CNU350CYXK	N/A
HP MT40	CNU350CRS6	N/A
HP MT40	CNU350DTXK	N/A
HP MT40	CNU350DVZ5	N/A
HP MT40	CNU350DWDK	N/A
HP MT40	CNU350DS87	N/A
HP MT40	CNU350CRXM	N/A
HP MT40	CNU350CRWX	N/A
HP MT40	CNU350CSDJ	N/A
HP MT40	CNU350CRVJ	N/A
HP MT40	CNU350CS7H	N/A
HP MT40	CNU350CRJ5	N/A
HP MT40	CNU350CSL1	N/A
HP MT40	CNU350CS55	N/A
HP MT40	CNU350DVVG	N/A
HP MT40	CNU350CRQY	N/A
HP MT40	CNU344B4KH	N/A
HP MT40	CNU350CRSQ	N/A
HP MT40	CNU350CS76	N/A
HP MT40	CNU350DVRT	N/A
HP MT40	CNU344B57G	N/A
HP MT40	CNU350DVQM	N/A
HP MT40	CNU350BGH9	N/A
HP MT40	CNU350DVH9	N/A
HP MT40	CNU350DRLK	N/A
HP MT40	CNU344B8C0	N/A
HP MT40	CNU350DS1C	N/A
HP MT40	CNU350CRV2	N/A
HP MT40	CNU350DV84	N/A
HP MT40	CNU350DV30	N/A
HP MT40	CNU350BHC4	N/A
HP MT40	CNU350DVVC	N/A
HP MT40	CNU350CRV0	N/A

HP MT40	CNU350DVGD	N/A
HP MT40	CNU350CRSC	N/A
HP MT40	CNU350DVZY	N/A
HP MT40	CNU350DV0Q	N/A
HP MT40	CNU350CRQP	N/A
HP MT40	CNU350DVMC	N/A
HP MT40	CNU350CSBS	N/A
HP MT40	CNU350DRFN	N/A
HP MT40	CNU350DR8V	N/A
HP MT40	CNU350DVDW	N/A
HP MT40	CNU344B502	N/A
HP MT40	CNU350DVDN	N/A
HP MT40	CNU350CRTS	N/A
HP MT40	CNU344B56P	N/A
HP MT40	CNU350DVPH	N/A
HP MT40	CNU350CS6X	N/A
HP MT40	CNU350DVK3	N/A
HP MT40	CNU350DV01	N/A
HP MT40	CNU347BT83	N/A
HP MT40	CNU3449VP8	N/A
HP MT40	CNU350BGF1	N/A
HP MT40	CNU350DWBX	N/A
HP MT40	CNU350DW1P	N/A

SHEPPARD SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
HP MT41	USH537L0X8	N/A
HP MT41	USH537L0W9	N/A
DELL D505	2TWSQ61	10793
DELL E5500	JHC6TJ1	00015097
DELL E5400	2N3ZYJ1	N/A
HP MT40	CNU344B5C8	N/A
HP MT40	CNU350CRNR	N/A
HP MT40	CNU350DTYD	N/A
HP MT40	CNU350CRXX	2006377
HP MT40	CNU350CS5K	2006386
HP MT40	CNU344B4PS	2003452
HP MT40	CNU350DV37	2004138
HP MT40	CNU402BB67	N/A
HP MT40	CNU347BTVK	2005677
HP MT40	CNU350BH8T	N/A
HP MT40	CNU347BS6R	N/A
HP MT40	CNU347BSZH	N/A
HP MT40	CNU347BT0B	N/A
HP MT40	CNU344B849	N/A
HP MT40	CNU350CSDW	N/A

CURETON SURPLUS EQUIPMENT DISPOSAL
DATE: August 12, 2021
Resolution # 05-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU402C51Z	2007905
HP MT40	CNU402C5Y1	2007655
HP MT40	CNU402C6MQ	N/A
HP MT40	CNU402C74P	2007501
HP MT40	CNU402C6GK	2007529
HP MT40	CNU402C66C	2004807
HP MT40	CNU4039PT8	2007347
HP MT40	CNU402C67C	2004815
HP MT40	CNU4039QD4	2007128
HP MT40	CNU402C5N0	N/A
HP MT40	CNU4039PTS	N/A
HP MT40	CNU402C6MY	2007527
HP MT40	CNU4039QBK	2007204
HP MT40	CNU402C539	2007665
HP MT40	CNU402C615	2007618
HP MT40	CNU4039Q0N	2007181
HP MT40	CNU4039PYF	2007113
HP MT40	CNU4039PK3	2007159
HP MT40	CNU402C52R	2007864
HP MT40	CNU402C55Q	2007589
HP MT40	CNU4039QD6	2007126
HP MT40	CNU4039PM2	2007167
HP MT40	CNU4039PLK	2007199
HP MT40	CNU4039Q18	2007188
HP MT40	CNU402C5QC	2007673
HP MT40	CNU402C65Q	2007578
HP MT40	CNU4039PS1	2007116
HP MT40	CNU402C675	2007493
HP MT40	CNU4039PN1	2007184
HP MT40	CNU402C5LN	2007690
HP MT40	CNU402C63L	2004793
HP MT40	CNU402C4ZR	2007537
HP MT40	CNU402C5V8	2007433
HP MT40	CNU402C590	2004899
HP MT40	CNU402C65Y	2007574

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

10.11

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: July 21, 2021

Subject: Resolution #06-21/22 Education/State & Local Government Purchase Agreement Piggyback for Apple Products, Services, and Related Items, Bid # P-13 18/19

Staff Analysis: Per Public Contract Code, 20118, 20652, the governing board of any school district without advertising for bids may piggyback for the purchase of materials and personal property if it is in the best interest of the district.

Alum Rock wishes to piggyback on the Purchase Agreement and Professional Services Agreement between Glendale Unified School District and Apple Inc. ("Apple"). This contract expires October 16, 2023.

Recommendation: Staff recommends approving the use of the Glendale Unified School District and Apple Inc. ("Apple") agreement along with any awarded extension for the purchase of Apple products, services, and related items.

Submitted by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees:

Recommended Approval

10.11

Agenda Placement

Meeting: August 12, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 06-21/22

PIGGYBACK ON EDUCATION/STATE & LOCAL GOVERNMENT PURCHASE AGREEMENT PIGGYBACK FOR APPLE PRODUCTS, SERVICES, AND RELATED ITEMS THROUGH THE GLENDALE UNIFIED SHOOL DISTRICT APPLE INC. AGREEMENT BID # P-13 18/19

WHEREAS, The Board of Education of the Alum Rock Union Elementary School District of Santa Clara County, heretofore authorizes the district to piggyback on the Glendale Unified School District, State of California Contract Bid #P-13 18/19 for Apple Products, Services, and Related items.

NOW, THEREFORE, BE IT RESOLVED, the Board through the Procurement Manager, Director of Fiscal Services, and/or Assistant Superintendent of Business Services, is hereby authorized and directed to issue purchase orders to said successful respondents for the items and services awarded.

PASSED AND ADOPTED this 12 day of August, 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, Board President _____
Andrés Quintero, Board Vice-President _____
Ernesto Bejarano, Board Clerk _____
Linda Chavez, 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 August 12, 2021.

_____ _____
Hilaria Bauer, Ph.D., Superintendent Date

Excerpt from the Minutes of the Glendale Board of Education meeting held on October 16, 2018. It was moved by Ms. Nahabedian and seconded by Dr. Gharpetian that Consent Calendar No. 7 be accepted. The motion was approved unanimously.

GLENDALE UNIFIED SCHOOL DISTRICT

October 16, 2018

CONSENT CALENDAR NO. 7

TO: Board of Education

FROM: Dr. Winfred B. Roberson, Jr., Superintendent

SUBMITTED BY: Stephen Dickinson, Chief Business and Financial Officer

PREPARED BY: Christine J. Ward, Director, Procurement & Contract Services

SUBJECT: **Award of Bid Number P-13 18/19 for Apple Computer Products, Services, and Related Items**

The Superintendent recommends that the Board of Education award Bid Number P-13-18/19 for Apple Computer products, services, and related items to Apple Computer Corporation and approve purchases, lease-purchases, or leases as needed from Apple Computer Corporation.

Apple Computer Corporation, like Hewlett-Packard, Dell, and other technology companies serving the needs of public education, markets its products directly to educational institutions. School districts purchase products from the manufacturer (Apple), and Apple equipment can be serviced by either Apple or an Apple certified technician.

This bid may be used by school and community college districts throughout California by virtue of its "piggyback" clause (Public Contract Code 20118, 20652) and may be extended for an additional 4 (four) years (total 5 years from award date, through October 16, 2023) by mutual consent of the District and Apple Computer Corporation (Education Code 39644).

The pricing structure for this bid is based on the current government and educational price list for Apple Computer Corporation products which is published several times each year. A "Technology Clause" which allows product and component upgrades that meet the general technical requirements of school districts was included as a part of the bid document.

Equipment will be purchased from general and categorical program funds, as well as Measure S funds.

Bid details are available for review in the Procurement and Contracts Department.

I hereby certify that this is a true and exact copy of an excerpt from the Minutes of the Board of Education Meeting held on October 16, 2018.

Stephen Dickinson, Chief Business and Financial Officer

Education/State & Local Government Purchase Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at One Apple Park Way, Cupertino, California 95014 ("Apple") and Customer, each of whom agrees to be bound by and comply with all terms and conditions contained in the Agreement.

Customer Legal Name ("Customer"): Glendale Unified School District

DBA Name:

Address: Glendale, CA 91206

Purpose

Customer wishes to purchase Products from Apple for Customer's own use, and the Parties intend that this Agreement will govern the purchase of such Products in accordance with the terms and conditions set forth below.

1. Definitions

The following terms have the meanings specified below:

"Agreement" means, collectively, this Education/State & Local Government Purchase Agreement, Apple price lists and any mutually executed amendments or addenda to the Agreement.

"Apple Product" or "Apple Products" means Services, CTO Products, hardware and software products manufactured, distributed or licensed under an Apple-owned or licensed brand name that Customer has paid to acquire or has properly licensed from Apple for its own use, but excluding any third party software and all other third party products.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and any information relating to new product launch, including the release dates and product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Configure-To-Order Product" or "CTO Product" means Products that Apple modifies from its standard configurations and that are available to Customer only by special order.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally; (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Limited Warranty" means Apple's standard limited warranty that is set forth in the documentation that accompanies any Apple Products purchased under this Agreement.

"Line of Credit" means a line of credit established for Customer by Apple in its sole discretion.

"Party" means either Apple or Customer and "Parties" means both of them.

"Products" mean, collectively, Services, Apple Products and other products that are sold or licensed by Apple to Customer for its own use.

"Services" mean, collectively, the standard, price-listed services, support and/or training products sold under the Apple brand name.

2. Interpretation

In the event of any conflict or inconsistency between the terms of this Agreement and any license terms or terms of use accompanying any Apple Product, such license terms and/or terms of use shall control solely as to the use of the Apple Product covered by those terms.

3. Terms and Conditions of Purchase

3.1 Ordering
Customer may order Products from Apple by either: (i) ordering at an Apple Retail Store, (ii) ordering electronically through the online portal managed by Apple, (iii) submitting a purchase order to Apple, as permitted by Apple, or (iv) by any other means communicated by Apple. Customer is solely responsible for all purchase decisions, including but not limited to, ensuring the compatibility and appropriateness of all Products. All purchases of Products under this Agreement shall be made solely for Customer's end use and not for resale. In the event Customer submits orders via an online portal managed by Apple, Customer agrees to Apple's Terms of Use and Privacy Policy located on such online portal. Furthermore, purchases through an online portal may also be subject to an Online Sales Policy. In the event of any inconsistency between this Agreement and the Online Sales Policy, this Agreement will govern.

3.2 Customer's subsidiaries and/or affiliates may not purchase Products from Apple under this Agreement unless Apple has agreed in signed writing with Customer that such subsidiaries and/or affiliates are authorized to purchase Products from Apple pursuant to this Agreement. Such authorization shall be subject to the parent company having provided a guarantee of the debts to Apple of such subsidiaries and/or affiliates and compliance with the obligations of this Agreement by such subsidiaries and/or affiliates. Notwithstanding the foregoing, Apple may require at its sole discretion that the debts to Apple of such subsidiaries and/or affiliates must be included in a parent company guarantee.

3.3 Limited Billing Service Account
Apple will provide Customer a limited billing service account to use when placing service orders such as Customer Installable Parts (CIPs) and mail-in or on-site repairs via the contact center or Apple Retail Stores. Customer may be asked to submit a purchase order when placing a service order. Customer acknowledges that Apple does not provide service CIP or repair pricing on an Apple price list. Apple will quote current service CIP or repair pricing to Customer prior to

processing any purchase order, and Customer will have the option to either accept or decline the quoted prices. Apple will not process the purchase order if Customer declines the quoted price, but will process the purchase order under the terms of this Agreement if Customer accepts the quoted pricing.

3.4 Prices and Orders
Customer agrees that Apple may change Product offerings, discounts and pricing at any time and without notice to Customer. Prices include standard freight and insurance using an Apple-selected carrier. Apple does not guarantee that Products will be available at all times during the Term. Apple reserves the right to accept or decline any order, in whole or in part. Apple may cancel any accepted order prior to shipment, if in its sole discretion, Apple determines that it has insufficient inventory to fulfill such order. Apple may make partial shipments of Customer's orders and will not be liable for any failure to ship complete orders. Customer will be invoiced separately for each partial shipment and will pay each invoice when due, without regard to subsequent deliveries. Apple will allocate its available inventory and make deliveries (including partial shipments) in its sole discretion and without liability to Customer.

3.5 Delivery
3.5.1 Except for U.S. federal government agencies, title and risk of loss to all Products will pass to Customer upon shipment from Apple's shipping location. For Products shipped pursuant to Apple's standard practices in all but the last week of every Apple fiscal quarter during the Term, Apple will issue credits or replace Products returned due to damage in transit or that are lost in transit. For Products shipped pursuant to Apple's standard practices in the last week of every Apple fiscal quarter during the Term, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Instead, Apple will provide for a policy of insurance under which Customer may make a claim for any loss. When Products are not shipped pursuant to Apple's standard practices but instead via a carrier selected by Customer, Apple will not issue credits or replace Products returned due to damage in transit or that are lost in transit. Customer shall insure Products for their full replacement value from delivery to Customer until Customer has paid Apple in full for such Products, and shall name Apple as a loss payee on the Customer's policy. For both government and non-government sales, shipping charges for orders shipped under Customer's instructions will be added to Apple's invoice or shipped freight collect, at Apple's option.

3.5.2 For orders picked up by Customer at the Apple Retail Store, title and risk of loss or damage to Products will pass to Customer upon pick up of the Products from the Apple Retail Store.

3.5.3 For U.S. federal government agencies only, title and risk of loss to all Products will pass to Customer upon delivery to Customer's delivery point.

3.6 Payment
3.6.1 Unless Customer qualifies for credit with Apple or except as otherwise approved by Apple, Customer shall pre-pay for all orders placed.

3.6.2 Provided that Customer qualifies for credit with Apple, Customer shall be invoiced upon shipment of Products or performance of Services (as applicable), and provided Customer is qualified for credit with Apple, payment of such invoice is due no later than thirty (30) days from the invoice date.

3.6.3 Apple may in its sole discretion establish a Line of Credit for Customer. If Apple establishes a Line of Credit it will do so to the extent permitted by law and under the following minimum terms and conditions:

3.6.4 Payment terms for all amounts due from Customer to Apple (including payments for Services) will be net thirty (30) days from the date of Apple's invoice, except as may otherwise be required by Apple in writing. Invoices must be paid in full by direct debit or other electronic payment method agreed between the parties in the currency invoiced without deduction, counterclaim or set off (statutory or otherwise) and in clear funds. If a direct debit is returned unpaid, Apple shall be entitled to place the Customer's account on credit hold until payment is received in full.

3.6.5 The Line of Credit will limit the aggregate amount of credit that may be extended at any time to Customer for amounts owing to Apple under this Agreement, any other agreement or for any other sales or extensions of credit of any kind by Apple to Customer. The amount of the Line of Credit may be immediately adjusted upwards or downwards at any time as appropriate, at the discretion of Apple. In exercising its discretion, Apple reserves the right to consider and act upon the following, among other criteria: (i) the profitability and financial well being of Customer; (ii) whether current and accurate financial and business performance information are provided in a timely fashion by Customer; (iii) the amount and likely present value of whatever collateral or credit enhancement has been provided; and (iv) whether Apple will likely be, or has been required to realize upon and liquidate such collateral or credit enhancement. Customer acknowledges that Apple can reduce, vary or cancel the Line of Credit at any time.

3.6.6 Apple may place sales to Customer on immediate credit hold (i.e., suspend all sales to Customer) whenever the outstanding balance owed by Customer and its subsidiaries and/or affiliates to Apple would exceed the Line of Credit or whenever Customer fails to make payment to Apple in accordance with established terms.

3.6.7 Without prejudice to its right to terminate this Agreement for breach under Section 10, Apple reserves the right to withhold shipment and/or to declare all sums immediately due and payable in the event of a breach by Customer of any of its obligations to Apple, including the failure to comply with any credit terms.

3.6.8 Should there at any time be monies owing from Apple to Customer, Apple will have the right to setoff such sums and apply them to any sums (whether or not due) owed by Customer or its affiliates or subsidiaries to Apple.

3.6.9 Upon Apple's reasonable request, Customer will provide to Apple (or an Apple affiliate): (i) audited annual financial statements, including a balance sheet, cash flow and profit and loss statements, as well as auditors' report and notes to financials; (ii) financial statements and similar financial information or reports routinely provided to any other vendor, lender or creditor to support extensions of credit, and (iii) such other financial information as may be reasonably requested by Apple in a format agreed upon by Apple and Customer. If such information is not provided in a timely manner, Apple may suspend all sales to Customer or exercise any other remedies hereunder until such information is provided to Apple.

3.6.10 All applicable local sales or use taxes, duties and other imposts, if any, due on account of purchases hereunder shall be paid by Customer. Proof of tax-exempt status must be on file at Apple's Support Center for any order to be treated as a tax-exempt transaction. Apple will also charge for any fees due from Customer by regulation or statute, including, if applicable, fees due under the California Electronic Waste Recycling Act or similar laws in other states. Apple reserves the right to change its price lists and Customer's credit terms at any time. In addition to Apple's other rights herein, Apple reserves the right, without liability or obligation to Customer, to suspend deliveries due to a payment default.

3.7 Product Returns
Products purchased hereunder shall be subject to Apple's then-current policies for defective and dead-on-arrival (DOA) Products.

3.8 Support
Apple will provide post-sales support for Apple Products as described in the documentation accompanying such Apple Products. Apple will not provide support for any Products other than unmodified Apple Products.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Representations and Warranties

5.1 Customer represents and warrants that: (i) it has the right to enter into this Agreement and perform its obligations hereunder; (ii) the terms of this Agreement do not violate and will not cause a breach of the terms of any other agreement to which Customer is a party or by which it is bound; and (iii) all Products purchased will be for Customer's own use in its facilities in the United States and will not be purchased for resale to any other entity or individual.

5.2 Apple Limited Warranty
The sole warranty for an Apple Product purchased hereunder shall be the Limited Warranty. Except for the Limited Warranty, all Apple Products are sold "as is" and without additional warranty or support from Apple. All Products, other than Apple Products, are sold "as is" and without warranty or support from Apple, but may be accompanied by a manufacturer's warranty, as more particularly provided in the warranty documentation that accompanies such Products. Upon Customer's request, Apple will provide a copy of the manufacturer's warranty accompanying Products offered by Apple under this Agreement. Nothing in this Agreement shall be construed as obligating Apple to provide any warranty-related fulfillment or support for any Products, other than Apple Products.

5.3 Disclaimer

5.3.1 EXCEPT FOR THE LIMITED WARRANTY, APPLE MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES, AND TO THE MAXIMUM EXTENT PROVIDED BY LAW, APPLE HEREBY DISCLAIMS SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3.2 Apple Products are not intended or suitable for use in situations or environments where the failure or time delays of, or errors or inaccuracies in, the content, data or information provided by Apple Products could lead to death, personal injury, or severe physical or environmental damage, including without limitation the operation of nuclear facilities, aircraft navigation or communications systems, air traffic control, life support or weapons systems.

6. Indemnity

6.1 Provided that Customer promptly notifies Apple in writing, gives Apple sole control over the defense and all related settlement negotiations, and does not compromise or settle any claims then, subject to the terms of this paragraph and the exceptions and limitations set forth below, including but not limited to Section 7.1 and 7.2, Apple will defend any proceeding or action brought by a third party against Customer to the extent based on a claim that: (i) an Apple Product that Customer has paid to acquire from Apple infringes a U.S. patent, copyright, trademark or misappropriates a U.S. trade secret; or (ii) personal injury or tangible property damage suffered by such third party was caused by Apple's gross negligence or willful misconduct during the performance of Services.

6.2 Notwithstanding the foregoing, Apple shall not be liable or responsible for, or obligated to defend any claims or damages arising out of or related to: (a) modification of any Apple Product; (b) combination, operation or use of the Apple Product with any other equipment, data, documentation, items or products; (c) use of Apple Product in a manner or for a purpose, or in a location, for which it was not intended; (d) import or export of any Apple Product in violation of applicable export control requirements, regulations or laws; (e) use or exportation of any Product(s) into any countries identified on any U.S. Government embargoed countries list; (f) use of any Apple Product in a manner or for a purpose not authorized under the applicable license terms; (g) any other products; or (h) Customer, its employees, agents, affiliates, subsidiaries or subcontractor's negligent acts or omissions.

6.3 Customer shall promptly notify Apple, in writing, of any claim, demand, proceeding or suit of which Customer becomes aware which may give rise to a right of defense under Section 6.1 ("Claim"). Notice of any Claim that is a legal proceeding, by suit or otherwise, must be provided to Apple within thirty (30) days of Customer's first learning of such proceeding. Notice must be in writing and include an offer to tender the defense of the Claim to Apple. Apple, if it accepts such tender, may take over sole control of the defense of the Claim. That control includes the right to take any and all actions deemed appropriate by Apple in its sole discretion to resolve the Claim by settlement or compromise. Upon Apple's acceptance of tender, Customer will cooperate with Apple with respect to such defense and settlement. If a Claim is settled and to the extent permitted by law, neither Party will publicize the settlement and will make every effort to ensure the settlement agreement contains a non-disclosure provision.

6.4 In the event of a Claim, Apple may at its sole option (but shall not be obligated to): (i) procure for Customer the right to continue use of the applicable Apple Product(s); (ii) replace the applicable Apple Product(s); (iii) modify the applicable Apple Product(s); or (iv) refund the amount paid by Customer to Apple for the applicable Apple Product, less depreciation. THE FOREGOING CONSTITUTES CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND APPLE'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING OUT OF THIS SECTION 6.

6.5 Customer shall not use the Apple Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain or transmit protected health information (as defined at 45 C.F.R § 160.103) or (ii) in any manner that would make Apple or any other third-party distributor, supplier or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") at 45 C.F.R § 160.103, of the Customer or any third party. Customer agrees to be solely responsible for complying with any reporting requirements under law or contract arising from Customer's breach of this Section and to reimburse Apple for any losses incurred by Apple relating to those reporting obligations.

7. Limitation of Liability

7.1 Apple's maximum aggregate liability (including any liability for the acts or omissions of Apple's employees, agents and sub-contractors) for any and all claims of any kind arising out of or in connection with the Agreement, whether in contract, warranty, tort (including negligence), misrepresentation, strict liability, statute, or otherwise, shall not exceed three hundred thousand dollars ($300,000).

7.2 IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL APPLE BE LIABLE FOR ANY LOSS OF PROFIT OR ANY SPECIAL, CONSEQUENTIAL,

INCIDENTAL, INDIRECT LOSSES (INCLUDING LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA, UNAVAILABILITY OR INTERRUPTION IN AVAILABILITY OF APPLE PRODUCTS, OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES.

7.3 THE PARTIES AGREE THAT THE TERMS OF THE AGREEMENT, INCLUDING THOSE CONCERNING WARRANTIES, INDEMNITY AND LIMITATIONS OF LIABILITY, REPRESENT A FAIR ALLOCATION OF RISK BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. LIABILITY FOR DAMAGES WILL BE LIMITED AND EXCLUDED, EVEN IF ANY EXCLUSIVE REMEDY PROVIDED FOR IN THE AGREEMENT FAILS OF ITS ESSENTIAL PURPOSE. THE REMEDIES SET FORTH IN THIS AGREEMENT WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY CLAIM MADE AGAINST APPLE.

8. Ownership

8.1 Use of Name
Neither Party shall use the other's name, logo, trademarks or service marks in any advertising, communications or publications without the other Party's prior written consent.

8.2 Software
Customer acknowledges that Products often contain not only hardware but also software, including but not limited to, operating systems and applications. Such software may be included in ROMs or other semiconductor chips embedded in hardware, or it may be contained separately on disks or on other media. Such software is proprietary, is copyrighted, and may also contain valuable trade secrets and is protected by patents. Customer, as an end user, is licensed to use any software contained in such Products, subject to the terms of the license accompanying the Products, if any, and the applicable patent, trademark, copyright, and other intellectual property, federal and state laws of the United States.

8.3 Restrictions
Unless Customer has obtained Apple's prior written consent, Customer, in addition to any obligations or restrictions set forth in any license, which may accompany a Product, shall not copy the software. Customer shall not disassemble, decompile, reverse engineer, copy, modify, create derivative works thereof or otherwise change any of the software or its form.

9. Export Compliance

This Agreement is subject to all laws, regulations, orders or other limitations on the export and re export of commodities, technical data and software. Customer agrees that it will not export, re-export, resell or transfer any export-controlled commodity, technical data or software: (i) in violation of such limitations imposed by the United States or any other appropriate national government authority; (ii) to any country for which an export license or other governmental approval is required at the time of export, without first obtaining all necessary licenses and approvals, at Customer's sole cost and expense; (iii) to any country or national or resident of a country to which trade is embargoed by the United States, or any other relevant national authority; (iv) to any person or firm on any relevant government agency restricted party lists, (examples: United Nations Sanctions list, United States Denial Lists, Office of Foreign Assets Control Specially Designated Nationals List, etc.); or (v) for use in, or to an entity that might engage in, any sensitive nuclear, chemical or biological weapons, or missile technology end-uses unless authorized by the United States Government, and any other relevant government agency by regulation or specific license.

10. Term and Termination

10.1 Term Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until October 15, 2019 ("Initial Term"). This Agreement may be renewed for four (4) successive one-year periods (each a "Renewal Term"), upon mutual written agreement of the Parties. Such mutual written agreement shall take the form of an amendment to the Agreement. The Initial Term and all Renewal Terms are referred to as the "Term".

10.2 Termination for Convenience
This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party.

10.3 Termination for Cause
Apple may immediately terminate this Agreement and any other existing agreement with Customer if: (i) Customer fails to fully perform any obligation under the Agreement; (ii) Customer commits a criminal offence, engages in fraud or any unlawful or unfair business practice; (iii) there is a material change in or transfer of Customer's management, ownership, control or business operations, or Customer becomes affiliated, through common management, ownership, or control, with any person or entity that is unacceptable to Apple; or (iv) Customer's actions expose or threaten to expose Apple to any liability, obligation, or violation of law.

10.4 Effect of Notice of Termination
If either Party gives notice of termination of the Agreement according to Section 10: (i) all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination; and (ii) Customer will cease placing new orders for Products from Apple on the effective date of termination.

10.5 Survival
All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 3.6 (Payment); 4 (Confidentiality); 5 (Representations and Warranties); 6 (Indemnity); 7 (Limitation of Liability); 9 (Export Compliance); 10.4 (Effect of Notice of Termination); 10.5 (Survival); 11 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

11. General Terms

11.1 Governing Law
If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located or if Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of Delaware, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

11.2 Notice under the Agreement
Notices under the Agreement may be given as follows:

11.2.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by courier, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc.
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

11.2.2 Either Party may give notice of its change of address for receipt of notices in any of the following manners: (a) in accordance with Section 11.2.1 (b) by email to the address provided by the Party, or (c) as otherwise authorized by Apple.

11.3 Assignment by Apple
Customer may not assign this Agreement or any of its rights or duties without Apple's prior written consent. Any non-compliant assignment by Customer shall be null and void. Apple may assign this Agreement, in whole or in part, in Apple's sole and absolute discretion, to any affiliate of or successor in interest to Apple, without the consent of Customer.

11.4 Modifications
Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each Party.

11.5 Entire Agreement
Apple and Customer acknowledge that the Agreement supersedes and extinguishes all previous agreements and representations (whether oral or written), between or on behalf of the Parties with respect to its subject matter. The Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, promises and representations with respect to its subject matter. Apple and Customer acknowledge and agree that they have not relied on any other agreements, warranties, understandings, conditions, covenants, promises or representations in entering into this Agreement. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, promises or representations not expressly stated or referenced in this Agreement. Apple is deemed to have refused any provisions in purchase orders, invoices or other documents or statements from Customer that purport to alter or have the effect of altering any provision of the Agreement and such refused provisions will be unenforceable.

11.6 No Reliance
Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The parties acknowledge and understand that all terms of the Agreement are enforceable as written, and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

11.7 Severability
If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

11.8 Waivers
A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

11.9 Force Majeure
Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, pandemic, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks, (a "Force Majeure"), provided such Party promptly notifies the other Party and uses reasonable efforts to correct such failure or delay in its performance. Customer may cancel any order delayed by more than thirty (30) days from the scheduled ship date due to a Force Majeure.

11.10 Headings and Construction
Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

11.11 Signature Authorization and Electronic Signature
Each Party represents that the person signing this Agreement certifies that he or she has authority to contractually bind Customer to the terms and conditions of this Agreement. The Parties agree that this Agreement or any related documents may be accepted by electronic signature, which shall be accepted in lieu of a handwritten signature with full force and effect.

11.12 Counterparts
This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original. Such counterparts together shall constitute one and the same instrument.

11.13 Additional Eligible Purchasers
Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(iii) By placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates stated below.

Customer		Apple Inc.	
SIGNATURE:	Stephen	SIGNATURE:	Elcar Deney
PRINT NAME:	Stephen Dickinson	PRINT NAME:	ELBANOR DEENEY
PRINT TITLE:	CEO	PRINT TITLE:	US. CONTRACT MANAGEMENT
DATE:	10-18-18	DATE:	OCT 18th, 2018
		DEPARTMENT:	US. SALES OPERATIONS

Apple Professional Services Agreement

This Agreement is entered into by and between Apple Inc., a California corporation located at 1 Infinite Loop, Cupertino, CA 95014 ("Apple") and:

Customer Legal Name ("Customer"): Glendale Unified School District

D8A Name:

Address: Glendale, CA 91206

1. Definitions

In addition to those terms defined in the Agreement, the following terms have the meanings specified below:

"Agreement" means, collectively, this Apple Professional Services Agreement, any exhibits, addenda, amendments or additions, and any documents or materials incorporated by reference.

"Apple Confidential Information" means any and all information in oral or written form that Customer knows or has reason to know is confidential information and that is disclosed in connection with this Agreement or to which Customer may have access in connection with this Agreement, including but not limited to financial information and data, personnel information, information regarding strategic alliances, costs or pricing data, the identities of customers and prospective customers, and new product release dates and new product specifications. Apple Confidential Information shall not include any information that: (i) was rightfully in a Customer's possession prior to disclosure without any obligation to maintain its confidentiality; (ii) was independently developed by Customer without the use of or reference to Apple Confidential Information; or (iii) is now, or hereafter becomes, publicly available other than through disclosure by Customer in breach of this Agreement.

"Customer Confidential Information" means and is limited to information that is: (i) reduced to a tangible form, (ii) independently developed by Customer without the use of or reference to any Apple Confidential Information, and (iii) provided specifically at Apple's request after execution of this Agreement and after execution of an acknowledgment signed by an Apple Sales Director that such information shall be treated as Customer Confidential Information. Customer Confidential Information shall not include any information that: (a) is communicated verbally, (b) was rightfully in Apple's possession prior to disclosure without any obligation to maintain its confidentiality; (c) was independently developed by Apple without the use of Customer Confidential Information; (d) is required to verify Customer's compliance with any provisions of this Agreement; or (e) is now, or hereafter becomes, publicly available other than through disclosure by Apple in breach of this Agreement.

"Effective Date" means the date upon which an authorized representative of Apple signs this Agreement.

"Party" means either Apple or Customer and "Parties" means both of them.

"Services" means the information technology consulting services that Customer acquires from Apple, as identified in a SOW.

"Statement of Work" or "SOW" means a uniquely numbered document detailing the Services that Customer will acquire from Apple, substantially in the format attached hereto as Exhibit A.

2. Services

2.1 Statement of Work

This Agreement shall serve as a master agreement for the acquisition of Services from Apple by Customer. The Parties acknowledge and agree that when Services are to be performed, the Parties shall prepare and execute a Statement of Work. All Services to be performed by Apple shall be documented in a SOW, which shall be uniquely numbered and signed by an authorized representative of both Parties. Each SOW shall set forth, at a minimum, a description of the Services, the number of personnel assigned to the Services, the duration of the Services, and the fees for the Services. Each SOW shall be substantially in the format attached hereto as Exhibit A and, by referencing this Agreement, incorporates all terms and conditions contained herein. Apple shall have the right to accept or decline any proposed SOW. Any quote for Services will be valid for thirty (30) days, unless otherwise specified.

2.2 Delivery and Acceptance



Services shall be deemed accepted on date of delivery or upon conclusion of any agreed acceptance period stated in the SOW, if the Services substantially conform to their description.

2.3 Performance of Services
Apple shall make reasonable endeavors to provide Services on a timely basis, subject to availability of qualified personnel and the difficulty and scope of the Services. However, Apple shall not be liable for its failure to do so, nor will it be in breach of this Agreement solely by reason of such failure. Apple may reassign and substitute personnel at any time and may provide the same or similar Services to other customers. Apple may contract with an authorized provider ("Provider") or contractor ("Contractor") who may perform Services on its behalf. Services supplied by Apple under this Agreement are provided to assist Customer.

3. Compensation

3.1 Fees and Expenses
In consideration of Services performed, Customer agrees to pay Apple the fees and expenses specified in the applicable SOW. If no fee is specified, Customer agrees to pay Apple's then current fee rate for each hour of Service performed. Customer may specify in each SOW an authorized limit of fees and/or expenses for which it shall pay for Services performed, and Apple agrees not to incur additional fees and/or expenses beyond the limits specified without prior written approval from Customer.

3.2 Payment
Customer agrees to pay for services identified in the Statement of Work on a time and materials basis at the rates or fixed fee specified. If no rate or fixed fee is specified, Customer agrees to pay for Services at Apple's current published rates. Charges for fraction of hours or days shall be rounded to the nearest whole number. Charges for Apple pre-paid Services are invoiced upon Apple's acceptance of the related purchase order and are due and payable in advance of the Apple pre-paid Services to be performed. Unless otherwise specified, charges for all other Services will be invoiced after the Services are performed on a monthly basis, provided Customer is eligible for Apple's credit terms. Customer shall make payment for Services and expenses incurred by Apple within thirty (30) days of invoice date. Any overdue amounts shall be subject to a finance charge at the rate of one and a half percent (1.5%) per month commencing on the date such amount becomes overdue, or the highest rate permitted by applicable law, whichever is lower. Customer will pay any tax Apple becomes obligated to pay by virtue of this Agreement exclusive of taxes based on the net income of Apple. This Agreement is for Services and does not include parts, materials or goods.

3.3 Unused Services
Unless otherwise provided in writing by Apple, Customer agrees that any and all Services must be scheduled and completely performed within twelve (12) months from the Effective Date of the applicable SOW ("Professional Services Period"). If Customer fails to schedule the Services within the Professional Services Period, Apple reserves the right to deem the Services performed once the Professional Service Period expires and, to the extent permitted by law, Customer may not be entitled to any refund or credit for any Service not scheduled during the Professional Services Period.

4. Confidentiality

4.1 During the Term and for five (5) years thereafter, Customer will not use Apple Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Apple Confidential Information except to employees or contractors who have a need to know. Customer will not make any disclosure or statement of Apple Confidential Information in connection with the Agreement or its subject matter without Apple's prior, specific written consent. Customer shall not make any public statement regarding any item of Apple Confidential Information, including but not limited to any matter of business between Customer and Apple, or the nature of any contractual relations between Apple and Customer or any third party. Customer may disclose Apple Confidential Information to the extent required by law, provided that it first makes reasonable efforts to give Apple notice of such requirement prior to any such disclosure and takes reasonable steps to obtain protective treatment of the Apple Confidential Information.

4.2 Apple will not use Customer Confidential Information except as required to achieve the objectives of this Agreement, or disclose such Customer Confidential Information except to employees, agents or contractors who have a need to know or as required by law. Except as otherwise stated herein, Apple will not make any disclosure or statement of such information without the Customer's prior written consent or as required by law.

5. Property Rights

Any ideas, concepts, inventions, know-how, data-processing techniques, software or documentation developed by Apple personnel (alone or jointly with Customer) in connection with Services provided to Customer ("Apple Information") will be the exclusive property of Apple, except to the extent that such items are a derivative of Customer's property. Upon payment of all sums due, Apple grants Customer a non-exclusive, royalty-free, non-transferable (without right to sublicense) license to use the software or other proprietary

rights in Services developed under this Agreement. Apple may provide Customer with specific, customized or unique suggestions or information as part of the Services developed by Apple, which suggestions or information do not have application to other customers of Apple ("Customer-Owned Information"). Apple will identify all Customer-Owned Information and furnish that information to Customer subject to the qualifications set forth in this Agreement, and Customer will own all of Apple's right, title and interest in the Customer-Owned Information.

6. Warranty

Except as expressly represented otherwise in this Agreement, and to the extent not prohibited by law, all Services, including without limitation, any documentation, publications, software programs or code, and other information provided by or on behalf of Apple to Customer under this Agreement are furnished on an "AS-IS" basis, without warranty of any kind, whether express, implied, statutory or otherwise especially as to quality, reliability, timeliness, usefulness, sufficiency and accuracy. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED BY APPLE. NO ORAL OR WRITTEN INFORMATION PROVIDED BY APPLE SHALL CREATE A WARRANTY UNLESS INCORPORATED IN WRITING INTO THIS AGREEMENT.

7. Limitation of Liability and Remedies

IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), MISREPRESENTATION, STRICT LIABILITY, STATUTE OR OTHERWISE, SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT LOSSES (INCLUDING LOST BUSINESS PROFITS, LOSS OF DATA, INTERRUPTION IN USE, UNAVAILABILITY OF DATA OR OTHER ECONOMIC ADVANTAGE) OR FOR PUNITIVE OR EXEMPLARY DAMAGES. IN THE EVENT THAT APPLE FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY SHALL BE FOR APPLE TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THOSE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT APPLE IS UNABLE TO CORRECT ANY DEFAULT OR BREACH OF THIS AGREEMENT, APPLE MAY ELECT TO REFUND ALL PAYMENTS ACTUALLY RECEIVED FROM CUSTOMER FOR THE SERVICES IN QUESTION, IN FULL SATISFACTION OF APPLE'S OBLIGATIONS UNDER THIS AGREEMENT. SUCH RE-PERFORMANCE OR REFUND SHALL CONSTITUTE APPLE'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR SUCH DEFAULT OR BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES OF APPLE, ITS EMPLOYEES, AGENTS, AND SUB-CONTRACTORS, EXCEED THE AMOUNTS CUSTOMER ACTUALLY PAID TO APPLE FOR THE SERVICES AT ISSUE UNDER THIS AGREEMENT. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY LIABILITY.

8. Indemnity

Apple will defend or settle any claim against Customer that a Service delivered under this Agreement (collectively referred to as "Deliverables") infringes a United States patent, utility model, industrial design, copyright, mask work or trademark, provided Customer (i) promptly notifies Apple in writing of the claim, and (ii) cooperates with Apple in and grants Apple sole authority to control the defense and any related settlement. Apple will pay the cost of such defense and settlement and any costs and damages finally awarded against Customer. If such a claim is made or appears likely to be made, Apple may procure the right for Customer to continue using the Deliverable(s), may modify the Deliverable(s), or may replace it. If a court enjoins use of the Deliverable(s) or Apple determines that none of these alternatives is reasonably available, Apple will take back the Deliverable(s) and refund its value. Apple is not liable for any claim of infringement arising from Apple's compliance with any designs, specifications or instructions of Customer, modification of the Deliverable(s) by Customer or a third party, or use of the Deliverable(s) in a way not specified by Apple. These terms state the entire liability of Apple for claims of infringement by Deliverables supplied by Apple.

9. Third Party Software Waiver and Authorization

9.1 Should Customer provide Apple, or an entity acting on Apple's behalf, with any third party software, OS X image, or iOS loadset, either identified in writing or provided physically (the "Software"), for Apple to install on Customer's devices then the following terms apply: (i) Customer appoints Apple as its agent for the sole purpose of installing the Software as part of the Services; (ii) Customer warrants and represents that it has all the rights necessary both to use the Software and to instruct Apple to install the Software on the devices requested by Customer; (iii) Customer also warrants and represents that it has obtained from the copyright owners or licensors all rights and licenses necessary to utilize any Free/Open Source software ("FOSS") and that it places no reliance upon Apple to obtain or provide those rights; (iv) Customer shall be responsible for any Apple loss or liability due to a breach of any warranty in (ii) and (iii) above; (v) Customer agrees to all the applicable terms in any Software user agreement or FOSS license and authorizes Apple to accept those terms on Customer's behalf as its agent for the installation process; (vi) Customer shall be fully responsible for all the obligations in any Software or FOSS license governing the installed Software; (vii) Customer shall be fully responsible for the content of the provided OS X image (a single file with the suffix .dmg) or iOS loadset. Apple, or an entity acting on Apple's behalf, will not examine the provided Software for quality, content or licensing; (viii) Customer is solely responsible for verifying the aforementioned image contains



appropriate content and does not harm the device being imaged or interfere with the device's normal operation; and (ix) neither Apple, nor an entity acting on Apple's behalf, will be liable for the installation of GPLv3 software.

9.2 Exceeding Services Outlined Herein
During engagements in which Apple (or an entity acting on Apple's behalf) will be (i) imaging OS X devices using a Customer provided image (a single file with the suffix .dmg) or (ii) provisioning iOS devices with a customer provided loadset, unless outlined in the Services herein or within the Statement of Work, no additional software or scripts may be added to any device by Apple (or an entity acting on Apple's behalf). This includes before, during or after the imaging or loadset processes. Unless outlined in the Services herein, Apple (or an entity acting on Apple's behalf) will not install additional software or scripts on any device while at a Customer location.

10. Cancellation

Customer may cancel Services prior to the start date by providing email notice with receipt confirmation to Apple. Apple is not responsible for errors in the delivery of cancellation or rescheduling notices. When notice is received at least fifteen (15) calendar days or more in advance of the estimated start date of Services, the Customer is entitled to a refund if payment was prepaid, or may reschedule for a later available date without penalty. There are no refunds or rescheduling allowances for Service changes made within fourteen (14) days of the estimated start date of Services. If Apple cancels a Service, the Customer is entitled to a refund if payment was prepaid or may reschedule for a later available date without penalty. Apple shall not be responsible for any loss incurred by Customer as a result of a cancellation or reschedule.

11. Term and Termination

11.1 Term
Unless terminated earlier as provided in this Agreement, the initial term of this Agreement shall be from the Effective Date until the following April 30 ("Initial Term"). This Agreement shall automatically renew for successive twelve (12) month periods (each a "Renewal Term"), unless either party provides written notice of its election not to renew at least ninety (90) days prior to the end of the Initial Term or then-current Renewal Term. The Initial Term and all Renewal Terms are referred to as the "Term".

11.2 Termination for Convenience
This Agreement may be terminated by either Party at any time without cause (i.e., for any or no reason), on thirty (30) days' written notice to the other Party. As it relates to Apple, such termination shall not occur until the successful completion of any outstanding SOW. The Customer may terminate a SOW in whole or in part by giving Apple thirty (30) days' prior written notice. In the event of such termination, Apple shall be entitled to recover for all Services performed prior to the effective date of termination, together with its reasonable extra costs incurred by reason of the termination.

11.3 Termination for Cause
Either Party may terminate this Agreement or a SOW immediately if the other Party: (i) fails to cure any material breach of this Agreement or the SOW within thirty (30) days of written notice from the non-breaching Party; (ii) breaches Confidentiality provisions of the Agreement; or (iii) becomes insolvent, makes a general assignment for the benefit of creditors or becomes subject to any proceeding under any bankruptcy or insolvency law. Additionally, if Apple is not in default of any of its obligations under a SOW and the performance of Services is stopped through any wrongful act or neglect of Customer or Customer fails to make payment to Apple when due, Apple may give written notice to Customer of its intent to terminate performance, specifying the grounds thereof. If the Customer fails within thirty (30) days to cure the act or neglect specified or to make the payment identified therein as past due, Apple may then terminate performance of Services and recover payment from the Customer for all Services performed prior to the termination date.

11.4 Effect of Notice of Termination
If either Party gives notice of termination of the Agreement according to Section 11, all unpaid invoices issued by Apple will be accelerated and become immediately due and payable on the effective date of termination.

11.5 Survival
All defined terms and the following Sections of this Agreement shall survive expiration or any termination of the Agreement: 4 (Confidentiality); 6 (Warranty); 7 (Limitation of Liability and Remedies); 8 (Indemnity); 11.4 (Effect of Notice of Termination); 11.5 (Survival); 12 (General Terms) and; any other Sections that by their nature would reasonably be expected to survive expiration or termination.

12. General

12.1 Governing Law

If Customer is a public agency or institution, this Agreement will be governed by the laws of the state where Customer is located. If Customer is a federal government agency, this Agreement will be governed and interpreted in accordance with applicable federal law. If Customer is a private or corporate entity, this Agreement will be governed by the laws of the State of California, without regard to its conflict of laws provisions, and in the event of any action between the parties, venue shall be in the State of California.

12.2 Dispute Resolution

In the event of any dispute or controversy between the Parties to the Agreement, the Parties shall try to resolve the dispute in a fair and reasonable way. The Parties must escalate a dispute by providing written notice to the other and shall first attempt to resolve such dispute or controversy through one senior management member of each Party. If the Parties' senior management members are unable to resolve such dispute or controversy within sixty (60) days after the complaining Party's written notice to the other Party of such dispute or controversy, then either Party must, by written notice to the other Party, request non-binding mediation to be conducted in either Santa Clara County or San Francisco, California. Each Party shall bear its own expenses in connection with the mediation, except that Apple shall pay the fees and expenses of the mediator. All such non-binding mediation proceedings and negotiations shall be confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. Except for any outstanding amount due to Apple by Customer under the Agreement, the Parties' efforts to resolve any dispute or controversy pursuant to this Section shall not toll or extend the required period for commencing litigation set forth in Section 12.3.

12.3 Venue; Time to Bring Claims

If the Parties are unable to resolve the dispute or controversy within sixty (60) days after commencing mandatory mediation, either Party may commence litigation in the state or federal courts in Santa Clara County, California (but only such courts). Notwithstanding the foregoing, each Party shall have the right to seek urgent relief in order to protect any rights to confidentiality or intellectual property. The Parties hereby waive any applicable bond requirements for obtaining urgent relief and also waive any requirement to show that damages would be an inadequate remedy to obtain such relief. ANY LITIGATION ARISING OUT OF ANY DISPUTE OR CONTROVERSY BETWEEN THE PARTIES TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE (1) YEAR FROM THE EARLIER OF: (i) NOTICE OF TERMINATION UNDER SECTION 11; (ii) A REQUEST FOR FORMAL MEDIATION UNDER SECTION 12.2; OR (iii) THE DATE THE ACTION ACCRUED. IF A LONGER PERIOD IS PROVIDED BY STATUTE, THE PARTIES HEREBY EXPRESSLY WAIVE IT.

12.4 Notice under the Agreement

Notices under the Agreement may be given as follows:

12.4.1 Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address stated below for Apple and to the address designated in this Agreement by Customer for receipt of notices, or as may be provided by the Parties.

Apple Inc
U.S. Contracts Operations
One Apple Park Way, M/S 318-6OPS
Cupertino, California 95014

12.4.2 Either Party may give notice of its change of address for receipt of notices by giving notice in accordance with Section 12.4.1, or as authorized by Apple.

12.5 Independent Contractor

During performance of the Agreement, Apple shall be an independent contractor and not an agent of the Customer, except for the sole purpose of installing Software pursuant to Section 9 of this Agreement. Apple shall supervise the performance of its own personnel and resources and shall have control of the manner and means by which the Services are performed, subject to compliance with the Agreement and any plans, specifications, schedules, or other items agreed to in a SOW.

12.6 Force Majeure

Neither Party will be liable for delay or failure to fulfill its obligations under this Agreement, other than payment obligations, to the extent such delay or failure is due to unforeseen circumstances or causes beyond the Party's reasonable control, including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, acts of terrorism or sabotage, fire, flood, accident, strikes, inability to secure transportation, failure of communications networks (a "Force Majeure"), provided such party promptly notifies the other party and uses reasonable efforts to correct such failure or delay in its performance.

12.7 Assignment

Apple may use subcontractors to perform Services under this Agreement. Customer may not assign this Agreement without Apple's prior written approval. Any attempt by Customer to assign without Apple's written approval shall be deemed void.

12.8 Severability
If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and this Agreement will be adjusted if possible so as to give maximum effect to the original intent and economic effect of the Parties.

12.9 Waivers
A Party's waiver of any breach by the other Party or failure to enforce a remedy will not be considered a waiver of subsequent breaches of the same or of a different kind.

12.10 Entire Agreement
Apple and Customer acknowledge that this Agreement and any associated Statements of Work supersedes and extinguishes all previous agreements and representations of, between or on behalf of the Parties with respect to its subject matter. This Agreement contains all of Apple's and Customer's agreements, warranties, understandings, conditions, covenants, and representations with respect to its subject matter. Neither Apple nor Customer will be liable for any agreements, warranties, understandings, conditions, covenants, or representations not expressly set forth or referenced in this Agreement. Apple is deemed to have refused any different or additional provisions in purchase orders, invoices or similar documents, unless Apple affirmatively accepts such provision in writing, and such refused provisions will be unenforceable.

12.11 No Reliance
Apple and Customer each acknowledge and agree that, in entering into the Agreement, they have not relied on and will not be liable for any agreements, warranties, understandings, conditions, covenants, representations or promises other than those expressly stated or referenced in the Agreement. The Parties acknowledge and understand that all terms of the Agreement are enforceable as written and that Apple and Customer intend to enforce and comply with all written terms of the Agreement. Customer hereby acknowledges and agrees that it will be bound by all the terms in the Agreement, notwithstanding any prior or subsequent agreement, warranty, understanding, condition, covenant, representation or promise suggesting otherwise.

12.12 Modifications
Except as otherwise provided in this Agreement, no modification to this Agreement will be binding unless in writing and signed by an authorized representative of each party.

12.13 Customer's Responsibilities and Representations
Customer shall provide Apple with equipment, information, and facilities necessary to perform Services described in the SOW, unless agreed otherwise by the Parties.

12.14 Headings and Construction
Paragraph headings are for reference only and will not affect the meaning or interpretation of this Agreement. Wherever the singular is used, it includes the plural, and wherever the plural is used, it includes the singular.

12.15 Counterparts
This Agreement may be executed in one or more counterparts (including by facsimile), each of which when so executed shall be deemed to be an original and shall have the same force and effect as an original but such counterparts together shall constitute one and the same instrument.

12.16 Additional Eligible Purchasers
Eligible Purchasers include the Customer and any school districts and their public or private not-for-profit school systems, state universities and colleges, and community, vocational and technical colleges, state, county or city agency or department (including fire departments and libraries), special district, port authority, municipality, township, or Native American reservation in the state that Customer is located ("Eligible Purchasers"). Products purchased shall be for each of the Eligible Purchasers own use in its facilities in the United States and shall not be purchased for the purpose of resale to another entity or individual. Apple reserves complete discretion in making eligibility determinations.

(ii) The Customer shall be responsible and be liable only for purchases made directly by it on its own purchase orders and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement. Eligible Purchasers shall be responsible and liable for purchases made by or acts of the Eligible Purchaser subject to the terms and conditions of this Agreement and shall not be liable for any purchases made by or acts of any other Eligible Purchasers purchasing under this Agreement.

(a) by placing orders hereunder, Eligible Purchaser acknowledges and agrees to be bound by the terms and conditions of this Agreement and shall be deemed a "Customer" under the terms of the Agreement.

The duly authorized representatives of the Parties execute this Agreement as of the dates set forth below.

Customer		Apple Inc	
SIGNATURE	[signature]	SIGNATURE	[signature]
PRINT NAME	Stephen Dickinson	PRINT NAME	ELEANOR DEFNEY
TITLE	CFO	TITLE	U.S CONTRACT MANAGEMENT
DATE	10-15-18	DEPT	EUS SALES OPERATIONS
		EFFECTIVE DATE	OCT 18th, 2018

Piggyback Consent Form ("Consent Form") to the Education/State & Local Government Purchase Agreement and Professional Services Agreement between Glendale Unified School District and Apple Inc. ("Apple")

	"Customer"	"Apple"
Name of Institution: Address: City, State, Zip:	Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127	Apple Inc. One Apple Park Way, Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	
Date of Agreements	11/09/18

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and email the completed and executed Consent Form to Apple at contracts@apple.com within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Superintendent

Title

Hilaria Bauer, Ph.D.

Name

11/09/18

Date

Piggyback Consent Form ("Consent Form") to the Education/State & Local Government Purchase Agreement and Professional Services Agreement between Glendale Unified School District and Apple Inc. ("Apple")

	"Customer"	"Apple"
Name of Institution: Address: City, State, Zip:	Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127	Apple Inc. One Apple Park Way, Cupertino, California 95014

Dear Customer,

Thank you for your recent purchase order. After an initial review, we have determined that you do not have a contract with Apple; however, you are an eligible purchaser under the Agreements identified below and attached to this Consent Form.

Name of Agreements	Education/State & Local Government Purchase Agreement and Professional Services Agreement
Agreement Number	Education/State & Local Government Purchase Agreement: 12987
Agreement Number	Professional Services Agreement: 335142
Bid Number	P-13 18/19
Purchaser	
Date of Agreements	

Apple may process your current and future purchase orders under the Agreements, provided that you execute this Consent Form. If for some reason the Agreements are not attached to this Consent Form, please immediately request them prior to executing this Consent Form. Apple advises Customer to review all the terms and conditions of the Agreements prior to executing this Consent Form.

By executing this Consent Form, Customer agrees to be bound by the terms and conditions of the Agreements. Customer further agrees that you are responsible and liable for any purchases you make under the Agreements and for any of your actions or inactions pursuant to the terms and conditions of the Agreements.

This Consent Form will terminate on the termination date of the Agreements. Apple may terminate this Consent Form without cause upon thirty (30) days' written notice to Customer. Apple also may terminate this Consent Form immediately upon written notice to Customer, if Customer breaches any terms and conditions of the Agreements or this Consent Form.

Please complete and execute this Consent Form and email the completed and executed Consent Form to Apple at contracts@apple.com within forty-eight (48) hours from receipt so that we may complete processing your purchase order. Please note that if we do not receive this Consent Form within 48 hours, your purchase order will not be processed.

If you have any questions or comments regarding this Consent Form, please email austincontracts@apple.com.

Regards,
Sales Contracts Management
Apple Inc.

CUSTOMER

Authorized Signature

Superintendent

Title

Hilaria Bauer, Ph.D.

Name

11/09/18

Date