ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
September 09, 2021

Thursday, September 9, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #06-21/22

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDERS NO.N-08-21 dated June 11, 2021, The September 9, 2021, REGULAR BOARD MEETING WILL BE CONDUCTED EXCLUSIVELY VIA CONFERENCE TELEPHONE AND THROUGH "ZOOM" VIDEO CONFERENCING. THE DISTRICT OFFICE AND BOARD ROOM WILL NOT BE OPEN AND AVAILABLE FOR THE PUBLIC TO ATTEND AND PARTICIPATE IN THE BOARD MEETING AT THE DISTRICT OFFICE. MEMBERS OF THE PUBLIC MAY PARTICIPATE AND COMMENT IN OPEN SESSION THROUGH THE FOLLOWING MEANS:

1. Zoom - Live Board Meeting and use "Raise Hand" function to request opportunity to make a comments.
2. THE ZOOM MEETING CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting https://us02web.zoom.us/j/82540828648
One tap mobile
+16699006833, Meeting ID:825 4082 8648# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 2.01 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 Alum Rock Administrator's Association (ARAA).

3.02 Teamsters.

3.03 California School Employee's Association (CSEA).

3.04 Alum Rock Educator's Association (AREA).

3.05 Superintendent.

3.06 Board of Trustees/Communications/Comments.

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

4.01 PUBLIC HEARING: GANN Limit Calculations.

4.02 Public Hearing Regarding Sufficiency of Instructional Materials.

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

5.01 Approve Out of State Travel, Global Youth Justice, Boston, MA, September 28-29, 2021, for Member Linda Chavez, Cost $1,650.00.

5.02 Approve Resolution No. 11-21/22 Board Member vaccinations and meeting conduct.

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

6.01 Approve Unaudited Actual Financial Reports for 2020–2021 Report to the Board on Unaudited Actuals as Required by Law.

6.02 Approve Resolution No. 10-21/22 Fourth Amendment to Joint Use Agreement with Kidango, Inc. to Extend the Second Five Year Term for the Period July 1, 2021 to June 30, 2026.

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

7.01 SPECIAL RECOGNITION: Teacher of the Year 2021.

7.02 Approve Resolution No. 07 - 21/22 WEEK OF THE SCHOOL ADMINISTRATOR - October 10 - 16, 2021.

7.03 Approve Resolution No. 08 - 21/22 Hispanic Heritage Month September 15 - October 15, 2021.

7.04 Approve Next Generation Science Standards Delta Education Featuring Foss Adoption - Elementary School.

7.05 Resolution No. 11-21/22 - Regarding Sufficiency or Insufficiency of Instructional Materials.

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

8.01 Resignations (Information Only).

9. 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.)

9.01 Approve the GKS Education, LLC - DBA: Sylvan Learning contract for the 2021-2022 SY. Sylvan Learning will provide tutoring services in reading or math for students 2nd-8th grade at any ARUSD school. Submitted by: State & Federal Programs, NTE $250,000 dollars.

9.02 Approve the Tutorworks Academic Services contract for the 2021-2022 SY. Tutorworks will provide on-site or virtual academic intervention tutoring customized to address students' specific needs in grades K-8. Submitted by: State & Federal Programs, NTE $250,000 dollars.

9.03 Approve the Miracle Playsystems, Inc. contract for the 2021-2022 SY. Sourcewell Piggyback Bid Contract #010521-LTS-3 for the purchase of a playground structure, through Miracle Playsystems, Inc. Playground structure will be placed at Linda Vista Elementary School. Submitted by: Maintenance & Operations Dept., $128,382.35 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: August 12, 2021, Regular Board Meeting.

10.02 Approve Acceptance of Donations.

10.03 Approve Fundraising Activities.

10.04 Approve Acceptance of Vendor & Payroll Warrants.

10.05 Approve the Santa Clara County Treasury Investment Portfolio Status.

10.06 Approve Resolution No.09-21/22 GANN Limit Calculations.

10.07 Approve/Ratify Notices of Employment and Changes of Status/September 9, 2021.

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

10.09 Approve Contracts for Professional Services -Firms/Organizations.

11. CLOSED SESSION

11.01 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.

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

11.03 PUBLIC EMPLOYEE PERFORMANCE EVALUATION (Government Code Section 54957): Superintendent.

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

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

11.06 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation pursuant (1) of subdivision (d) of Government Code Section 94956.9 (1) potential case.

11.07 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.

11.08 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.

11.09 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.

11.10 CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Board of Trustees Employee organization: Unrepresented employees.

11.11 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Interim Assistant Principal.

11.12 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Interim Principal.

12. RECONVENE TO OPEN SESSION-VIA ZOOM

12.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

13. FUTURE BOARD AGENDA REQUESTS

13.01 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

14. ADJOURNMENT

14.01 President adjourns the meeting.

15. NEXT MEETING(S)

15.01 October 14, 2021 (2021-22 School Year).

4.01

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: **Public Hearing:**
GANN Limit Calculations

Staff Analysis: In November of 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the Government Code, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the Constitution. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year.

Education Code sections 1629 and 42132 specify that each year district Governing Boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the GANN adoption resolution shall be made available to the public.

PUBLIC HEARING

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

To the Board of Trustees: Meeting: September 9, 2021
Regular Board Meeting

Public Hearing
4.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

NOTICE OF PUBLIC MEETING OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT GANN LIMIT

(Education Code § 1629 and 42132

PURPOSE: The Alum Rock Union Elementary School District (the "District") will conduct a public hearing to review and consider the proposed GANN Initiative appropriations limits for the current year and for actual appropriations limit for the preceding year.

At the hearing, the testimony of all interested persons or taxpayers for or against the waiver will be heard.

When: Thursday, September 9, 2021

Where: District Office Board Room
2930 Gay Avenue
San Jose, CA 95127

Time: 5:30pm, or soon thereafter

4.02

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: August 16, 2021

Subject: **Public Hearing Regarding Sufficiency of Instructional Materials**

Staff Analysis: Education Code Section 60119 requires an annual Public Hearing and a resolution adopted in order to obtain assurance from the Governing Board that there are sufficient textbooks and instructional materials.

PUBLIC HEARING

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

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

To the Board of Trustees:

Meeting: September 9, 2021
Regular Board Meeting

PUBLIC HEARING

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

PUBLIC HEARING ANNOUCEMENT
Issued on August 26, 2021

An annual Public Hearing is required and a resolution adopted in order to obtain assurances from the Governing Board that the school district will comply with Education Code Section 60119, which states that the governing boards of school districts which receive funds for the instructional materials from any state source are subject to the requirements of this section. The requirements include the following:

1. The Governing Board will hold a public hearing

2. If the Governing Board determines that there are insufficient textbooks of instructional materials, the Governing Board shall provide information to the public setting for the reason that each pupil does not have sufficient textbooks or instructional materials

Public Hearing will be held on
September 9, 2021
5:30 p.m.
Alum Rock Union Elementary School District
https://us02web.zoom.us/j/82540828648
Webinar ID: 825 4082 8648

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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AVISO DE AUDIENCIA PÚBLICA
Emitido el 26 de agosto, 2021

Se requiere efectuar una Audiencia Pública Anual y adoptar una resolución para poder obtener garantías de parte de la Mesa Directiva que el distrito cumplirá con la Sección del Código de Educación 60119, el cual indica que las mesas directivas de los distritos escolares que reciben fondos para los materiales de enseñanza de parte de cualquier fuente estatal están sujetas a los requisitos de esta sección. Los requisitos incluyen lo siguiente:

1. La Mesa Directiva llevará a cabo una audiencia pública

2. Si la Mesa Directiva decide que no hay suficientes libros de texto y materiales para la enseñanza, la Mesa Directiva proporcionará información al entorno público acerca de la razón por la cual cada estudiante no tiene suficientes textos o materiales de enseñanza

La Audiencia Pública se llevará a cabo el
9 de septiembre, 2021
5:30 p.m.
Distrito Escolar Elemental de Alum Rock
https://us02web.zoom.us/j/82540828648
Webinar ID: 825 4082 8648

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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THÔNG BÁO HỌP ĐIỀU TRẦN CÔNG CỘNG
Phát hành ngày 26 tháng 8 năm 2021

Một Buổi Họp Điều Trần Công Cộng hằng năm là cần thiết và một quyết định được chấp thuận của Hội Đồng Quản Trị để bảo đảm rằng học khu sẽ tuân theo Luật Giáo Dục Đoạn 60119, mà đoạn luật này quy định rằng hội đồng quản trị của những học khu nào nhận ngân khoản về tài liệu giáo huấn của bất cứ một nguồn trợ cấp nào của tiểu bang thì phải tuân theo các đòi hỏi của đoạn luật này. Các đòi hỏi gồm cả những điều sau đây:

1. Hội Đồng Quản Trị Học Khu phải mở một buổi điều trần công cộng.

2. Nếu Hội Đồng Quản Trị cho rằng đã không có đủ sách học hay tài liệu học vấn thì Hội Đồng Quản Trị phải cung cấp thông tin cho công chúng chứng minh là mỗi học sinh không có đủ sách học hay tài liệu học vấn.

Buổi Điều Trần Công Cộng sẽ được tổ chức vào ngày
9 tháng 9 năm 2021
Vào lúc 5:30 chiều tại
Học Khu Alum Rock Union Elementary School
Phòng Hội Đồng Quản Trị (Board Room)

Hilaria Bauer, Ph.D., Superintendent

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

5.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve out of State Travel, Global Youth Justice, Boston, MA, September 28-29, 2021 for Member Linda Chavez, Cost $1,650.00

Approve

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

To the Board of Trustees: Meeting: September 9, 2021
Regular Board Meeting

Approve

5.01
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

[CLICK HERE] for the Travel Approval Tutorial/Quick Guide

Ref#:0000024

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 09/02/2021 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: _____ Dept. / School Site: DEPT - Superintendent's Office
2. Title of Conference / Meeting: 27TH GLOBAL YOUTH JUSTICE TRAINING
3. Location: THE NONPROFIT CENTER City/State BOSTON, MAS
4. Purpose: To attend the Youth Justice Training
5. Date (s) of Conference / Meetings: September 27, 2021 - September 30, 2021
6. Departure Date / Time: 09/27/2021 10:00 AM Return Date / Time: 09/29/2021 10:00 AM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
Linda Chavez	No	No		

Substitute: ☐ Available ☐ Unavailable ☐ No Sub Needed Sub. Assignment Asst. Approval: _____

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	7100	000000	704	7100

Human Resources Dept. Approval: _____

_____
Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs	Description
Transportation	$500.00	
Registration	195.00	
Lodging	605.00	
Meals	200.00	
Shuttle / Parking	150.00	
Other	0.00	
Total	$1,650.00	

Attach Conference/Workshop/Meeting Information, Registration Form(s), Quote(s) I have attached

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	0000	7100	704	7100

11. _____
Accountant Approval

_____
Superintendent Approval for All Out of State Travel

_____
Purchasing Approval

Board Meeting Date: _____

1. This form must be completed and submitted at least 60 days prior to the proposed trip.
2. All approvals must be obtained BEFORE travel arrangements are made and requisition is entered.
3. For questions, please contact Purchasing at x6845 or purchasing@arusd.org.

12. Additional Attendees:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number

Comments

5.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 30, 2021

To the Board of Trustees:

Subject: **Resolution No. 11-21/22**
Board Member Vaccinations and Meeting Conduct

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: September 9, 2021
Regular Board Meeting

Recommend Approval

5.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION No. 11-21/22

BOARD MEMBER VACCINATIONS AND BOARD MEETING CONDUCT

WHEREAS, the safety of students and staff is of the utmost importance to the Board of Trustees and the District;

WHEREAS, vaccines are readily available throughout Santa Clara County for all persons over the age of 12;

WHEREAS, by Order of the California Department of Public Health dated August 11, 2021 (the "Vaccination Verification and Testing Order"), the District must verify the vaccination status of all District workers, and further requires that all District workers who are unvaccinated or incompletely vaccinated submit to regular testing;

WHEREAS, in the interest of maintaining a safe environment for students and staff the Board of Trustees is committed to ensuring that the District establish appropriate protocols and procedures to adhere to federal and state Declarations of Emergency, applicable Executive Orders from the Governor and the most current COVID-19 school reopening guidelines and orders issued by the California Department of Public Health ("CDPH"), Cal/OSHA, and the Santa Clara County Department of Public Health ("SCCDPH"), and any other updated or applicable guidelines or orders issued by pertinent governmental entities.

NOW THEREFORE BE IT RESOLVED THAT, based on the above recitals and in order to provide a safe environment for the conduct of Board meetings, the Board of Trustees calls on all Trustees to be fully vaccinated for Covid-19 or have a valid medical reason exempting them from vaccination in order to attend Board meetings, workshops and study sessions in person:

a. Pursuant to the Vaccination Verification and Testing Order, a person is "fully vaccinated" for COVID-19: two weeks or more after they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health Organization), or two weeks or more after they have received a single-dose vaccine (Johnson and Johnson [J&J]/Janssen). COVID-19 vaccines that are currently authorized for emergency use.

BE IT FURTHER RESOLVED THAT, Trustees shall provide evidence of vaccination or medical exemption to the Superintendent;

BE IT FURTHER RESOLVED THAT, for any Trustee who is not fully vaccinated and who does not have a medical exemption, the District will provide facilities and technological equipment at the District's Administrative Offices and access so that any such Trustee may participate virtually in any Board meetings, workshops and study sessions from and at the District's Administrative Offices;

BE IT FURTHER RESOLVED THAT, any Trustee with a medical exemption from vaccination is shall wear a face covering or mask covering nose and mouth throughout the duration of any Board meeting, workshop or study session;

BE IT FURTHER RESOLVED THAT, notwithstanding the challenges and stresses posed by the pandemic, the Board of Trustees and individual Trustees, are reminded of, and reaffirm their commitment to, conduct themselves and Board meetings during these stressful times in accordance with the Board's Code of Conduct (Board Bylaw 9006), including but not limited to:

(1) conducting themselves lawfully with integrity and high ethical standards in order to model the behaviors expected of staff and students and to build public confidence and credibility,
(2) making every reasonable effort to protect the integrity and promote the positive image of the District and one another,
(3) never embarrassing each other or the District, and
(4) demonstrating respect for the public as a whole and community members individually at all times and in all situations.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on September 9, 2021, by the following vote:

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

_____ Date: September ___, 2021
Clerk of the Governing Board

6.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 30, 2021

To the Board of Trustees:

Subject: **Unaudited Actual Financial Reports for 2020 – 2021**
Report to the Board on Unaudited Actuals as Required by Law

Staff Analysis: Staff will provide an update on the Unaudited Actuals Financial Report for Fiscal Year 2020 – 2021. Education Code section 42100 requires that the Governing Board of each school district approve an annual statement for all revenues and expenditures of the district for the fiscal year.

Recommendation: Staff recommends that the Board approve the 2020– 2021 Unaudited Actuals Financial Report.

Prepared by: Efrain Robles Title: Director, Fiscal Services

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

To the Board of Trustees:

Recommend Approval

6.01
Agenda Placement

Meeting: September 9, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: August 30, 2021

Subject: **Resolution No. 10-21/22**
Fourth Amendment to Joint Use Agreement with Kidango, Inc. to Extend the Second Five Year Term for the Period July 1, 2021 to June 30, 2026

Staff Analysis:
Kidango, Inc., a California non-profit corporation, currently operates child development centers at various sites of the Alum Rock Union Elementary School District. Kidango desires to continue its occupancy of those facilities on a joint use basis for the continuation of its programs.

The Education Code provides that a school district governing board may enter into agreements to make vacant classrooms or other space in operating school buildings available for rent or lease to nonprofit organizations including during normal school hours if the school is in session. The Education Code limits the term of such joint use agreements to 5 years at fair market rental for comparable facilities. In addition, the Education Code requires that prior to entering into a joint use agreement the Governing Board shall determine that the proposed joint occupancy and use of school district property or buildings will not do any of the following:

(a) Interfere with the educational program or activities of any school or class conducted upon the real property or in any building.
(b) Unduly disrupt the residents in the surrounding neighborhood.
(c) Jeopardize the safety of the children of the school.

Administration believes that the joint use of the facilities meets all the requirements for joint use agreements as specified above.

Recommendation: Staff recommends that the Board of Trustees approve Resolution No. 10-21/22 Fourth Amendment to Joint Use Agreement with Kidango, Inc. to Extend the Second Five Year Term for the Period July 1, 2021 to June 30, 2026.

Prepared by: Efrain Robles Title: Director, Fiscal Services

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

To the Board of Trustees: Meeting: September 9, 2021
Regular Board Meeting

Recommend Approval

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 10-21/22
Fourth Amendment to Joint Use Lease Agreement

The Fourth Amendment to Joint Use Lease Agreement ("Fourth Amendment") is entered into effective _____, 2021 by and between Alum Rock Union Elementary School District ("District"), a political subdivision of the State of California, and Kidango, Inc., a California corporation ("Occupant").

WHEREAS, District and Occupant are parties to that certain Joint Use Lease Agreement dated effective July 1, 2011 (the "Agreement"), pursuant to which Occupant uses certain District premises described therein for a child development center and for no other purposes.

WHEREAS, the parties entered in that certain First Amendment to Agreement to Joint Use Lease Agreement dated effective September 10, 2015;

WHEREAS, the parties entered into that certain Second Amendment to Agreement to Joint Use Lease Agreement dated Effective May 3, 2016;

WHEREAS, the parties entered into that certain Third Amendment to Agreement to Joint Use Lease Agreement dated Effective January 1, 2017 (the Joint Use Lease Agreement and First Amendment to Joint Use Lease Agreement and Second Amendment to Joint Use Lease Agreement and the Third Amendment to the Joint Use Lease Agreement are hereinafter collectively referred to as the "Joint Use Lease Agreement"):

WHEREAS, pursuant to the Joint Use Lease Agreement Occupant uses certain District facilities for Occupant's Child Development Center programs service District students;

WHEREAS, Section 3 of the Joint Use Lease Agreement provides that, subject to District's termination rights, Occupant may extend the Agreement for two (2) five year terms by written mutual agreement of the parties;

WHEREAS, the First Amendment to Joint Use Lease Agreement provided the first five year extension for the period July 1, 2016 to June 30, 2021;

WHEREAS, Occupant desires the second five year extension of the Joint Use Lease Agreement for the period July 1, 2021 to June 30, 2026;

WHEREAS. Pursuant to section 17529 of the Education Code, the Governing Board shall, prior to entering into a joint use agreement pursuant to that section, determine that the proposed joint occupancy and use of school district property or building will not: (a) interfere with the educational program or activities of any school or class conducted upon the real property or in any building; (b) unduly disrupt the residents in the surrounding neighborhood; or (c) jeopardize the safety of the children of the school;

WHEREAS, to section 17529 of the Education Code further provides that the term of any joint use agreement pursuant to Section 17529 shall not exceed five years;

WHEREAS; District desires to allow Occupant to exercise its option to extend the Joint Use Lease Agreement for the period July 1, 2021 to June 30, 2026, upon the terms and conditions stated herein.

NOW THEREFORE, for good and valuable consideration the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

AGREEMENT

1. Subject to the District's rights to terminate as set forth in the Joint Use Lease Agreement, the term of the Agreement is extended for one (1) five year term commencing July 1, 2021 (the "Extension Term"). The Extension Term shall not take effect if, as of July 1, 2021, Occupant is in uncured default under the Agreement.

2. Rent for the original space as of the first day of the Extension Term shall be the rent as of June 30, 2021 increase in accordance with the manner set forth in Section 4 of the Agreement and increased each year thereafter in accordance with the manner set forth in Section 4 of the Agreement.

3. Rent for the Additional Premises shall be based on 4,485 square feet at the rate of $1.21 per square foot, per month. For each subsequent year, rent shall increase in accordance with the manner set forth in Section 4 of the Agreement.

4. Except as amended hereby, all other terms and conditions of the Joint Use Lease Agreement shall remain in full force and effect.

ENTERED INTO EFFECTIVE as of the date first written above.

"District"
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By _____
Dr. Hilaria Bauer, Superintendent

"Occupant"

KIDANGO, INC.,
A California Coorportation

By _____

7.01

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 31, 2021

Subject: **Teacher of the Year**
Staff wishes to recognize the 2021 Teacher of the Year.

Staff Analysis: Each year, schools in the district nominate an outstanding teacher for consideration as Teacher of the Year. The 2020-2021 school year was one of a kind due to COVID. Each nominee stood out in their own unique way. A committee reviewed the nominations and selected one teacher to represent Alum Rock Union School District at the county level. Tamara Bermudes, Renaissance Academy has been chosen as Alum Rock's 2021 Teacher of the Year honoree.

Recognition Only

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

To the Board of Trustees: Meeting: September 9, 2021

Recommended Approval

7.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Teacher of the Year

Adelante Dual Language – Vanesa Perez

Adelante Dual Language Academy II – Veronica Marquez

Aptitud Community Academy at Goss– Martin Brooks

Chavez Elementary – Hector Hernandez

Cureton Elementary – Catalina Nichols

Fischer Middle School – Amalia Alvarez

George Middle School – Sarika Kukreja

Hubbard Media Arts Academy – Danielle Letts

Linda Vista Elementary – Phoram Moolchandani

L.U.C.H.A. Elementary – Kimi Hiroshima

Lyndale Elementary – Kristin Moeller

McCollam Elementary – Trang Lim

Meyer Elementary – Lynn Martinez

Painter Elementary – Maria Moyoli

Renaissance Academy at Fischer – Tamara Bermudes

Russo/ McEntee Academy – May Toliao

Ryan STEAM Academy – Kareen Rivas

Sheppard Middle School – Abby Harris

7.02

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 31, 2021

Subject: **Resolution No. 07 – 21/22**
WEEK OF THE SCHOOL ADMINISTRATOR – OCTOBER 10 – 16, 2021
October 10 – 16, 2021, has been proclaimed as the Week of the School Administrator

Staff Analysis: The week of October 10 through October 16, 2021, has been designated as the "Week of the School Administrator" to commend the administrators of California public schools for their support and contributions to the quality of public education in this state.

Recommendation: Staff recommends approval of Resolution No. 07 – 21/22, Week of the School Administrator, as submitted.

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

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

To the Board of Trustees: Meeting: September 9, 2021

Recommended Approval

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Resolution No. 07 - 21/22
PROCLAIMING OCTOBER 10-16, AS THE
"WEEK OF THE SCHOOL ADMINISTRATOR"

WHEREAS, the week of October 10 through October 16, 2021, has been designated as the "Week of the School Administrator," and

WHEREAS, approximately 15,000 certificated and classified school administrators work in California's public schools; and

WHEREAS, nearly sixty percent (60%) of these administrators are principals, and vice principals providing direct support for the educational programs at school sites; and

WHEREAS, research has determined that one of the main attributes of effective schools is the competent leadership of principals; and

WHEREAS, other certificated and classified administrators provide leadership and support for the educational program by developing and implementing the curriculum, recruiting, training, supporting teachers and parents, planning and mainstreaming school facilities, and providing transportation, nutrition, and social service programs to pupils and their families; and

WHEREAS, a school's administrative team includes confidential employees who perform and assist in the performance of many critical functions;

NOW, THEREFORE, BE IT RESOLVED, that the week of October 10-16, 2021, be proclaimed the "Week of the School Administrator", in honor of the many outstanding administrative teams in California's public school districts; and

PASSED AND ADOPTED this 9th day of September, 2021, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union School District at a public meeting of said Board held on September 9, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: August 30, 2021

Subject: **Resolution No. 08 – 21/22**
Hispanic Heritage Month
September 15 – October 15, 2021

Staff Analysis: Latino contributions to the growth and development of the United States have been many. As this nation looks forward to the 21st century, Latinos will continue to play a major role in meeting the opportunities and challenges ahead. Hispanic Heritage Month celebrates the Latino contribution. It also lets us recognize America's cultural diversity – and the contributions of all of its citizens. Seventy-eight percent of the students in the Alum Rock Union School District are of Hispanic origin; therefore, the Board is encouraged to proclaim September 15 - October 15 *Hispanic Heritage Month.* Educational communities are encouraged to commemorate this time with appropriate instructional activities.

Recommendation: Staff recommends approval of Resolution No. 08 – 21/22, Hispanic Heritage Month, as submitted.

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

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

To the Board of Trustees: Meeting: September 9, 2021

Recommended Approval

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RESOLUTION NO. 08 - 21/22
HISPANIC HERITAGE MONTH
SEPTEMBER 15 – OCTOBER 15, 2021

WHEREAS, more than one in eight people in the United States are of Hispanic origin; and

WHEREAS, 44.2% of the population in the West Region of the United States is of Hispanic origin; and

WHEREAS, 78% of the students in the Alum Rock Union School District are of Hispanic origin

WHEREAS, the contributions of the Hispanics in the development and success of America are woven into almost every segment of the nation's history, and to envision America untouched by Latinos is to imagine a country without much of the folklore and many of its achievements; and

WHEREAS, recognizing that America's cultural diversity-and the contributions of all its citizens-has made America's fabric strong throughout its history; and

WHEREAS, Hispanics have always played major roles in building this country and making it a better place;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating September 15 to October 15, 2021, *Hispanic Heritage Month*, and encourages all educational communities to observe this month with appropriate instructional activities.

PASSED AND ADOPTED this 9th day of September, 2021, at a regular meeting by the following vote:

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, President _____

Andrés Quintero, Vice-President _____

Ernesto Bejarano, Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union School District at a public meeting of said Board held on September 9, 2021.

_____ _____

Dr. Hilaria Bauer, Ph.D., Superintendent Date

7.04

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: Date: August 31, 2021

Subject: **Next Generation Science Standards Delta Education Featuring Foss Adoption – Elementary School**

Staff Analysis: Staff recommends the seven (7) year adoption of Delta Education Featuring Foss for grades K-5 in all our Elementary Schools. The materials conform with all state requirements for standards aligned materials. The proposed adoption is aligned to Next Generation Science Standards (NGSS) and provide digital, hardcopy materials plus teacher grade level kits for ease of implementation. Materials were piloted and reviewed by teaching staff. Adoption is necessary to comply with Williams Settlement requirements.

Delta Education Featuring Foss Adoption –
Year 1 – $411,754.00 Year 2 - $205,877.00 Year 3 - $205, 577.00
(Funding – Lottery/Restricted)

Recommendation: Staff recommends approval of this adoption for Elementary School Delta Education Featuring Foss Adoption.

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

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

To the Board of Trustees: Meeting: September 9, 2021

Recommended Approval

7.04

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

PLEASE NOTE: YOU MUST INCLUDE A COPY OF THIS PROPOSAL WITH YOUR PURCHASE ORDER

Delta Education® *Featuring* FOSS
...because children learn by doing.®

School Specialty Science

80 Northwest Blvd, Nashua, NH 03063
PO Box 3000, Nashua, NH 03061-3000
Phone: 800-338-5270 Fax: 800-282-9560

Regional Sales Manager:
Richard Pacheco
richard.pacheco@schoolspecialty.com
602-750-0615
Inside Sales Specialist:
Karen Moore: karen.moore@schoolspecialty.com
Prepared On: July 7, 2021
Valid Through: October 5, 2021

DELTA EDUCATION PRICE QUOTE - 7 YEARS

Prepared for:
Alum Rock

Complete Kits	$	573,571.04
Teacher Materials	$	-
Professional Development	$	-
Refill Kits	$	102,477.76
Reading Components	$	147,459.20
Living Materials	$	-
Conversion / Upgrade Kits	$	-
Miscellaneous	$	-
Online	$	-
Subtotal	$	823,508.00

	Subtotal	$ 823,508.00
0%	**Shipping & Handling**	included
	Living Material Shipping	$ -
0.0%	***Est. Sales Tax**	$ -
	Total*	**$ 823,508.00**

BID #7788088917

Customer Savings:
***Please add sales tax where applicable. Exempt residents please provide Tax Exemption Certificate.*
****Discounts are based on the order AS IS****

Reduced Shipping & Handling	=	$0.00
Discounts/Bonus Items	=	$213,371.00
Total Savings	=	$213,371.00

Part Number	Item Description	Type	Unit Price	Qty	Extended Price	Bonus Value

Order Entry: Refills do NOT ship now; their ship dates should be set to ship half of each qty on August 1, 2024 and the other half of each qty on August 1, 2027. Refills might ship to individual schools or to central warehouse.

Do NOT ship premium access letters; onboard with ThinkLink.

1585758	PD FOSS/DELTA IMPLEMENTATION 6 HR	PD	$ 2,200.00	41	**Bonus**	**$ 90,200.00**

PLEASE NOTE: YOU MUST INCLUDE A COPY OF THIS PROPOSAL WITH YOUR PURCHASE ORDER

Part Number	Item Description	Type	Unit Price	Qty	Extended Price	Bonus Value
	Kindergarten					
1586485	KIT FOSS GRADE K NG CA	Kit	$ 2,020.48	37	$ 74,757.76	
1511917	SCI RES BK FOSS GRADE K NEXT GEN EA	Reading	$ 21.28	780	$ 16,598.40	
2028667	SCI RES BK FOSS SP GRADE K NEXT GEN EA	Reading	$ 21.28	120	$ 2,553.60	
1533746	REFILL FOSS MATERIALS+MOTION NEXT GEN	Refill	$ 144.48	74	$ 10,691.52	
1524340	ONLINE FOSS NG MAT+MOTION PRM ACC 1 CLS	Online	$ 159.00	37	**Bonus**	**$ 5,883.00**
1533362	KIT REFILL FOSS TREES+WEATHER NG	Refill	$ 33.60	74	$ 2,486.40	
1524349	ONLINE FOSS NG TRESS+WTHER PRM ACC 1 CLS	Online	$ 159.00	37	**Bonus**	**$ 5,883.00**
1524339	ONLINE FOSS NG ANMLS 2X2 PRM ACC 1 CLS	Online	$ 159.00	37	**Bonus**	**$ 5,883.00**
	First Grade					
1586486	KIT FOSS GRADE 1 NG CA	Kit	$ 2,026.08	42	$ 85,095.36	
1511918	SCI RES BK FOSS GRADE 1 NEXT GEN EA	Reading	$ 21.28	780	$ 16,598.40	
2028665	SCI RES BK FOSS SP GRADE 1 NEXT GEN EA	Reading	$ 21.28	120	$ 2,553.60	
1511913	ONLINE FOSS SND+LGT NXT GN PREM PK 1 CLS	Online	$ 159.00	42	**Bonus**	**$ 6,678.00**
1512126	REFILL KIT FOSS AIR+WEATHER NEXT GEN	Refill	$ 87.36	84	$ 7,338.24	
1511914	ONLINE FOSS AIR+WTH NXT GN PREM PK 1 CLS	Online	$ 159.00	42	**Bonus**	**$ 6,678.00**
1512186	KIT REFILL FOSS PLANTS+ANIMALS NEXT GEN	Refill	$ 94.08	84	$ 7,902.72	
1511915	ONLINE FOSS PLT+ANIM NX GN PREM PK 1 CLS	Online	$ 159.00	42	**Bonus**	**$ 6,678.00**
	Second Grade					
1586487	KIT FOSS GRADE 2 NG CA	Kit	$ 2,434.88	43	$ 104,699.84	
1511919	SCI RES BK FOSS GRADE 2 NEXT GEN EA	Reading	$ 21.28	780	$ 16,598.40	
2028670	SCI RES BK FOSS SP GRADE 2 NEXT GEN EA	Reading	$ 21.28	120	$ 2,553.60	
1507166	REFILL KIT FOSS SOLIDS+LIQUIDS NEXT GEN	Refill	$ 76.16	86	$ 6,549.76	
1504982	ONLINE FOSS NXT GN SOL+LIQ PRM ACC 1 CLS	Online	$ 159.00	43	**Bonus**	**$ 6,837.00**
1509200	REFILL KIT FOSS PEBS, SAND, SILT NEXT GEN	Refill	$ 42.56	86	$ 3,660.16	
1504989	ONLINE FOSS NXT GN PB SND SLT PRM ACC 1 CLS	Online	$ 159.00	43	**Bonus**	**$ 6,837.00**
1508800	REFILL KIT FOSS INSECTS+PLANTS NEXT GEN	Refill	$ 110.88	86	$ 9,535.68	
1504993	ONLINE FOSS NXT GN INS+PLNT PRM ACC 1 CLS	Online	$ 159.00	43	**Bonus**	**$ 6,837.00**
	Third Grade					
1586488	KIT FOSS GRADE 3 NG CA	Kit	$ 1,970.08	41	$ 80,773.28	
1494234	SCI RES BK FOSS GRADE 3 NEXT GEN EA	Reading	$ 31.36	780	$ 24,460.80	
2028669	SCI RES BK FOSS SP GRADE 3 NEXT GEN EA	Reading	$ 31.36	120	$ 3,763.20	
1495403	FOSS MOTION+MATTER NEXT GEN REFILL KIT	Refill	$ 44.80	82	$ 3,673.60	
1491622	ONLINE FOSS NXT GN MOTION+MTTR PRM ACC 1 CL	Online	$ 179.00	41	**Bonus**	**$ 7,339.00**
1495419	FOSS WATER+CLIMATE NEXT GEN REFILL KIT	Refill	$ 31.36	82	$ 2,571.52	
1491621	ONLINE FOSS NXT GN WATER+CLIMATE PRM ACC 1 (	Online	$ 179.00	41	**Bonus**	**$ 7,339.00**
1495414	FOSS STRCTRS OF LIFE NEXT GEN REFILL KIT	Refill	$ 50.40	82	$ 4,132.80	
1491619	ONLINE FOSS NXT GN STRUC OF LIFE PRM ACC 1 CL	Online	$ 179.00	41	**Bonus**	**$ 7,339.00**

PLEASE NOTE: YOU MUST INCLUDE A COPY OF THIS PROPOSAL WITH YOUR PURCHASE ORDER

Part Number	Item Description	Type	Unit Price	Qty	Extended Price	Bonus Value
	Fourth Grade					
1586489	KIT FOSS GRADE 4 NG CA	Kit	$ 2,978.08	42	$ 125,079.36	
1511920	SCI RES BK FOSS GRADE 4 NEXT GEN EA	Reading	$ 31.36	950	$ 29,792.00	
1521060	REFILL FOSS ENERGY NEXT GEN	Refill	$ 43.68	84	$ 3,669.12	
1514675	ONLINE FOSS NXT GN ENERGY PRM ACC 1 CLS	Online	$ 179.00	42	**Bonus**	**$ 7,518.00**
1515871	KIT REFILL FOSS SOILS ROCKS+LANDFORMS NG	Refill	$ 54.88	84	$ 4,609.92	
1514677	ONLINE FOSS NG SOILS RKS+LNFRS PRM ACC 1 CLS	Online	$ 179.00	42	**Bonus**	**$ 7,518.00**
1514856	KIT REFILL FOSS ENVIRONMENTS NEXT GEN	Refill	$ 62.72	84	$ 5,268.48	
1514676	ONLINE FOSS NG ENVRONMENTS PRM ACC 1 CLS	Online	$ 179.00	42	**Bonus**	**$ 7,518.00**
	Fifth Grade					
1586490	KIT FOSS GRADE 5 NG CA	Kit	$ 2,714.88	38	$ 103,165.44	
1511921	SCI RES BK FOSS GRADE 5 NEXT GEN EA	Reading	$ 31.36	1020	$ 31,987.20	**Available in Eng or Span**
1526690	REFILL FOSS MIX + SOL NEXT GEN	Refill	$ 215.04	76	$ 16,343.04	
1524501	ONLINE FOSS NG MIX+SOL PRM ACC 1 CLS	Online	$ 179.00	38	**Bonus**	**$ 6,802.00**
1530522	REFILL FOSS EARTH AND SUN NEXT GEN	Refill	$ 36.96	76	$ 2,808.96	
1524502	ONLINE FOSS NG EARTH+SUN PRM ACC 1 CLS	Online	$ 179.00	38	**Bonus**	**$ 6,802.00**
1531644	KIT REFILL FOSS LIVING SYSTEMS NEXT GEN	Refill	$ 147.84	76	$ 11,235.84	
1524500	ONLINE FOSS NG LVNG SYSTMS PRM ACC 1 CLS	Online	$ 179.00	38	**Bonus**	**$ 6,802.00**

This quote provides for ThinkLink web access, our new portal for FOSS digital resources.

As requested, we can provide the following finance terms for this order:

December 2021 payment equal to half the order	$411,754.00	Kits and Books would deliver December 2021 for January 2022 implementati
August 2022 payment equal to half the balance	$205,877.00	
August 2023 payment equal to the balance	$205,577.00	

7.05

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: August 16, 2021

Subject: **Resolution No. 11-21/22, Regarding Sufficiency or Insufficiency of Instructional Materials**

Staff Analysis: Education Code Section 60119 requires that the Governing Board adopt a resolution determining that every student is provided with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks. Staff evaluation of all sites has determined that this is the case.

Recommendation: Staff recommends approval of Resolution No. 11-21/22, Sufficiency of Instructional Materials as presented.

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: September 9, 2021
Regular Board Meeting

Recommended Approval

7.05

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Core Curriculum Matrix 2021- 2022

(Special Education students will receive the core curriculum per Board policy.)

		Reading / Language Arts	English Language Development	Mathematics	History /Social Science	Science
Elementary School	K	Benchmark: Advance Benchmark: Adelante Voyager Sopris -Read Well	Benchmark: Advance Benchmark: Adelante	Pearson:enVision Math	Benchmark Studies Weekly	Learning A-Z: Science A-Z Online STEMscopes (Adelante)
	1	Benchmark: Advance Benchmark: Adelante Voyager Sopris -Read Well	Benchmark: Advance Benchmark: Adelante	Pearson:enVision Math	Benchmark Studies Weekly	Learning A-Z: Science A-Z Online STEMscopes (Adelante)
	2	Benchmark: Advance Benchmark: Adelante Steps to Advance Voyager Sopris -Read Well	Benchmark: Advance Benchmark: Adelante	Pearson:enVision Math	Benchmark Studies Weekly	Learning A-Z: Science A-Z Online STEMscopes (Adelante)
	3	Benchmark: Advance Steps to Advance	Benchmark: Advance Benchmark: Adelante	Pearson:enVision Math	Benchmark Studies Weekly	Learning A-Z: Science A-Z Online
	4	Benchmark: Advance Steps to Advance Benchmark: Adelante	Benchmark: Advance Benchmark: Adelante	Pearson:enVision Math	Benchmark Studies Weekly	Learning A-Z: Science A-Z Online STEMscopes (Adelante)
	5	Benchmark: Advance Steps to Advance Benchmark: Adelante	Benchmark: Advance Benchmark: Adelante	Pearson:enVision Math	Benchmark Studies Weekly	Learning A-Z: Science A-Z Online STEMscopes (Adelante)
Middle School	6	McGraw Hill-Study Sync Voyager Sopris - Language Live	Houghton Mifflin-English 3D McGraw Hill-Study Sync	CPM CC1 (College Preparatory Mathematics)	TCI History Alive: The Ancient World McGraw Hill-IMPACTO	Accelerate Learning: STEMscopes
	7	McGraw Hill-Study Sync Houghton Mifflin-English 3D Voyager Sopris - Language Live	Houghton Mifflin-English 3D McGraw Hill-Study Sync	CPM CC2 (College Preparatory Mathematics)	TCI History Alive: The Medieval World and Beyond McGraw Hill-IMPACTO	Accelerate Learning: STEMscopes
	8	McGraw Hill-Study Sync Voyager Sopris - Language Live	Houghton Mifflin-English 3D McGraw Hill-Study Sync	CPM CC3 (College Preparatory Mathematics) Accelerated H S Course 1 Math Vision Project	TCI History Alive: The United States Through Industrialism McGraw Hill-IMPACTO	Accelerate Learning: STEMscopes

RESOLUTION No. 11-21/22
REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the Governing Board of Alum Rock Union School District, in order to comply with the requirements of *Education Code Section 60119* held a public hearing September 9, 2021 at 5:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

WHEREAS, the Governing Board provided at least 10 days notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and;

WHEREAS, the Governing Board encouraged participation by parents/guardians, teachers, members of the community, and bargaining unit leaders in the public hearing, and;

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

WHEREAS, information provided at the public hearing and to the governing board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the Alum Rock Union School District, and;

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each student, including English learners, has a textbook or instructional materials, or both, to use in class and take home, and;

WHEREAS, between 2008-2009 through **2021-2022** fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Alum Rock Union School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

WHEREAS, sufficient textbooks and instructional materials were provided to each student, including English learners that **are aligned to the academic content standards** and consistent with the cycles and content of the curriculum frameworks **in the following subjects:**

- Mathematics – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**
- Science – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**
- History – Social Science – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**
- English/language arts, including the English language development component of an adopted program – **(See attached list of adopted textbooks or instructional materials for this subject for each grade level or school)**

THEREFORE, IT IS RESOLVED that for the **2021-2022** school year, the Alum Rock Union School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 9th day of September 2021, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Corina Herrera–Loera, President _____

Andres Quintero, Vice President _____

Ernesto Bejarano, Board Clerk _____

Linda Chavez, Member _____

Minh Pham, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union School District at a public meeting of said Board held on September 9, 2021.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.01

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 TBS Title: Director, Human Resources

To the Board of Trustees: Meeting: September 9, 2021
Information Only Regular Board Meeting

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

September 9, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Karnes, Dawna	Speech Therapist/Special Education Dept.	08/20/2021
2.	Nuon, Thida	3/San Antonio Elementary	08/11/2021
3.	Sorich, Jason	P.O.S.A./Academic Services Dept.	08/02/2021
4.	Sriprsad, Anusha	RSP/Painter Elementary	08/06/2021
5.	Ngo, Trinh	4/San Antonio Elementary	08/20/2021
6.	Gomez-Garcia, Teofilo	Science/Renaissance Academy I	08/15/2021

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

September 9, 2021

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Alvarez, Leticia M	Paraeducator Special Education I/San Antonio	08/03/2021
2.	Cervantes, Laura M	Child Nutrition Assistant II/Mathson	08/09/2021
3.	Cortes, Lucia	Paraeducator Special Education I/Cassell	08/15/2021
4.	Gonzalez-Villalobos, Carolina	Child Nutrition Assistant II/George	08/13/2021
5.	Gudiel, Edgar J	Lead Custodian-Special Projects/M.O.T	08/31/2021
6.	Gutierrez, Jaime M	Campus Paraeducator	08/16/2021
7.	Gutierrez, Jaime M	Campus Paraeducator/Adelante II	08/23/2021
8.	Leal, Sugey R	Child Nutrition Assistant I/Fischer	08/08/2021
9.	Macias, Deanna	Paraeducator 9.5mo/San Antonio	08/11/2021
10.	Moreno, Rogelio	Tech Support Specialist/ITSS	09/08/2021
11.	Rubio, Guadalupe	Paraeducator Special Education II/Renaissance II	08/05/2021
12.	Struk, Rachel	Paraeducator Special Education II/Cassell	08/04/2021

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: Sylvan Learning Master Contract for School Year 2021-22

Staff Analysis: Sylvan Learning will provide tutoring services in Reading or Math to Alum Rock students, 2nd – 8th grade at any district school. Vendor is available to provide services during distance learning time, virtually after school and/or Saturdays in the San Jose Learning Center. Cost of services include pre and post assessment, weekly attendance reports, progress reports and a personalized student learning plan tailored to each student's needs. The tutoring session includes a total of 24 hours of tutoring. Cost of the program is not to exceed $250,000.

Recommendation: Staff recommends the board approve the master contract with the Sylvan Learning for 2021-2022 School Year.

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: September 9, 2021
Regular Board Meeting

Recommended 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

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: GKS Education, LLC DBA: Sylvan Learning

   Address: 5415 Camden Ave City: San Jose State: CA Zip: 95124

   Phone: (_____) Email Address: _____

   SSN: _____ or Fed I.D. #: 85-412-6647

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   Sylvan Learning will provide tutoring services in Reading or Math to Alum Rock students 2nd-8th grade for centrally organized student groups or at District schools. Vendor is available to provide services in person or virtually, after school and/or on Saturdays in the Sylvan Learning Center.

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:** $250,000 (nte) (describe rate agreement) Hourly rate ($39.50/$948 per student) for course-dependent on site needs. Not to exceed $250,000 (various sites/department)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	0000-0-5815-	00-1110-1000-	000000-	360-7221	$0	
	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

August 11, 2021

TO: Sandra Garcia Director, State and Federal Programs
FROM: Roger Shore, Sylvan Learning

Thank you for the opportunity to work with Alum Rock students and your department during this school year 2021-2022. The following items will help make the program effective and consistent.

1. We will make the following instructional times available:
    a. After school in the San Jose learning center
    b. After school, at home, with live online instruction
    c. During Saturday mornings
2. The required pre and post assessment fees are included as part of the package fee
3. Students entering the program must be able to maintain attention during in center and online instruction. We recommend students from 2nd grade forward.
4. Parents must sign the emergency forms and center policy and Covid 19 safety policy
5. Sylvan will provide weekly attendance reports for in center and online attendance
6. Due to Covid 19 safety restrictions that impact and limit our schedule and available space, Sylvan must invoice for scheduled sessions and not attended sessions. We will do our best to confirm instruction but do not have the ability to allow for missed sessions.
7. Alum Rock will provide student information and student contact information.
8. Alum Rock will assist in contacting students who have missed sessions and will provide replacement students if a student misses 2 scheduled sessions without contacting Sylvan in advance.

You will find the accompanying document itemizing Scope of Service and instructional program description.

Contract Services Provided by Sylvan Learning San Jose

ARUSD Service Proposal School Year 2021-2022

SylvanSync Program Includes:

Pre and post Assessment (with an average growth of .7 to one academic year)

Flexible schedule (after school, Saturdays, mornings)

Option for students to attend in our Sylvan location in San Jose or live online

Minimum of two hour session, twice a week.

Personalized, prescriptive Student Learning Plan – tailored to each student's need.

Credentialed teachers /Sylvan certified teachers

Reading or Math program options

Sylvan will provide attendance reports

Progress reporting to parents, school and district director

	SylvanSync (digital) Personalized Instruction
3:1 Intensive 24 hrs A. In the Sylvan Learning Center B. Online, same program and instruction	At the completion of each 24 session cycle, a progress assessment is administered to measure growth and achievement Tuition: Hourly rate per student: $39.50 Total fee per 24 hours of instruction: $948/student

Abhishek Sethi 8/10/21

SylvanSync Program: The Digital Learning Platform

Videos about SylvanSync: https://www.youtube.com/watch?v=fT0xFCvV2JA

The customization of the learning experience starts with understanding each student's needs and interests in relationship to what the student is expected to know at a specific instructional level. The SylvanSync system is empowered by an integration of the formative assessment system with the curriculum materials based on implementing "learning progressions"

(Confrey & Maloney, 2012). Sylvan uses learning progressions as a systematic and coherent way of organizing content and as a basis for their adaptive backbone. The results of the STAR tests have been used by Renaissance to create empirically validated learning progressions that are mapped to **Common Core State Standards** (Renaissance Learning, 2013; Renaissance Learning, 2012). Sylvan has mapped its Common Core aligned content to Renaissance's learning progression to create its own learning progressions in reading and math.

SylvanSync uses the results of the STAR tests to place students at a starting point on Sylvan's learning progression. The assessment occurs prior to the first session in order to create the personalized learning program. Once on the progression, a student's ability to master content determines which content a student receives and in what order. If a student demonstrates competency with a specific skill on a pretest, or by completing instructional tasks, he/she will move forward on the progression. If a student cannot master a particular skill, then he/ she will receive instruction in prerequisite skills and thus move back in the progression until he/she has mastered the prerequisite skills.

In this manner, **students receive the instruction they need**, when they need it. This dynamic process provides a personalization of the learning experience. As noted in a study by the Parthenon Group (2011), "Personalized learning is necessarily faster, accelerated learning, and ideal for students who have fallen behind." At the same time, the Sylvan teacher can monitor student performance and provide targeted support where the student is having difficulties or using suboptimal strategies.

Signature: Dr. Hilaria Bauer
Superintendent

Signature: _____ 8/21/21

Alum Rock Union Elementary School District Representative Date

_____ 8/10/21

Sylvan Learning Representative Date

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: August 30, 2021

Subject: Tutorworks Master Contract for School Year of 2021-2022

Staff Analysis: Tutorworks will provide on-site or virtual academic intervention tutoring program that is customized to address students' specific needs. The program integrates certified staff and technology based support as part of the instructional program. Tutorworks will work with ARUSD staff to determine hours of services for up to 25 students in grades K-8 for any school interested in participating for 2021-2022 school year. Cost of the program is not to exceed $250,000.

Recommendation: Staff recommends the board approve the master contract with Tutorworks for the 2021-2022 School Year.

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: September 9, 2021

Recommended Approval

9.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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: Tutorworks Academic Services

   Address: 700 Airport Blvd Ste# 450 City: Burlingame State: CA Zip: 94010

   Phone: (650) 298-8867 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   Tutorworks will provide an on-site and/or virtual academic intervention tutoring program that is customized to address students' specific needs. Services will be provided for students 2nd-8th grde for centrally organized student groups and/or at district schools. The program intergrates certified staff and technology-based supports as part of the (1of2)

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:** $ 250,000 (nte) (describe rate agreement) Hourly rate per student: $42.02 per hour

   Not to exceed $250,000 (various sites/department)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-	0000-0-5815-	00-1110-1000-	000000-	360-7221	$0	
	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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TUTORWORKS
Academic Services
SCOPE OF WORK-ARUSD

INTRODUCTION

TUTOR**WORKS** utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified tutors to create very engaging and highly effective learning experiences for every student. TUTOR**WORKS** has served more than 25,000 students in 140 school districts and more than 1500 schools. TUTOR**WORKS** has successfully transitioned our intervention programs from classroom settings to hybrid live and synchronous remote learning. We understand well the promise and challenges of using a blended learning approach to achieve significant academic gains. Our hybrid remote learning programs have evolved from nearly 20 years of experience promoting students' growth and development in technology-rich environments.

Our Purpose and Mission

TUTOR**WORKS'** purpose is to support students as they develop their enormous potential to create a life with meaning. TUTOR**WORKS'** mission is to create transformational learning experiences in a motivational learning environment by building tangible skills and nurturing a growth mindset. TUTOR**WORKS'** programs do this by combining two contrasting strategies: fierce commitment to tangible, discrete skills and an equally fierce commitment to open-ended and imaginative learning activities. We focus on building mastery of foundational skills through deliberate practice and through a positive, personalized and culturally relevant learning experience that meets students where they are and supports them to achieve the next level in their learning.

For more details on the virtual delivery of services please see the TUTOR**WORKS** Remote Learning Plan (enclosed).

HYBRID ACADEMIC INTERVENTION

TUTOR**WORKS** remote learning format includes an emcee to motivate students, academic coaches to provide personalized support and small group instruction where students practice literacy skills with engaging instructors using a kinesthetic model. TUTOR**WORKS** also includes creative options to introduce academic content, art class to teach academic language and story time to build comprehension skills.

In our end of year survey, parents overwhelming preferred the new format. Only 4% of parents preferred to return to the traditional delivery of services. Among the parents who preferred the remote tutoring format, two thirds of the parents preferred the option of accessing TUTOR**WORKS** from home.

In 2021-22, TUTOR**WORKS** will continue its highly engaging remote learning format with flexible options for students to access the program from multiple places. Our hybrid intervention model allows students to access the TUTOR**WORKS** programming either at school with a TUTOR**WORKS** staff member supporting students, in the afterschool program, or from home. The modular-based classes allow for flexible scheduling to accommodate different implementation models.

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INSTRUCTIONAL OVERVIEW

TUTOR**WORKS** programs focus on foundational math and literacy skills, as well as test preparation for the CAASPP. Our intervention programs focus on robust student learning in an engaging and fun environment that motivates students and helps them become more confident with academic knowledge and their test taking skills.

Using a variety of interactive and differentiated pedagogical approaches, TUTOR**WORKS** teaches and reinforces foundational skills and standards from the California Common Core Standards. Our programs are customized to the needs of the school and may include the following areas of focus: foundational literacy and math skills (including phonemic awareness, phonics, fluency, vocabulary, comprehension, fluency in computation and knowledge of math facts); CCCS Standards Mastery & SBAC Prep (including individualized support needed to fill knowledge gaps and master important test-taking skills and techniques for both the SBAC and CAHSEE assessments.); Classwork / Homework Support (individualized instruction based on classroom assignments); or Advanced Math & Science Support (including Pre-Algebra, Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus, Trigonometry, Earth Science, Marine Science, Biology, Chemistry, and Physics).

TUTOR**WORKS** currently delivers all services remotely using live, synchronous classes with licensed teachers and trained TUTOR**WORKS** staff, and also offers hybrid services for seamless integration with onsite services.

PROGRAMS

Our instructional approach in action is evident in the three TUTOR**WORKS** programs we will provide to ARUSD. All of our programs can be customized to meet the specific needs of individual schools. Two essential elements anchor all of our services: the hero's journey thematic framework through the power of personal narrative; and parent engagement to promote learning based on the well-established link between parental involvement and students' academic success.

TUTORWORKS MASTERY

The TUTOR**WORKS MASTERY** Program is based on the belief that every student can better understand concepts and learn how to master academic skills. TUTOR**WORKS MASTERY** is one of our signature programs and has contributed to the academic success of over 25,000 students utilizing a Mastery Learning instructional strategy which embraces students' individual learning styles.

TUTOR**WORKS** believes in utilizing a blended learning approach which combines personalized instruction from highly qualified instructors and the use of a variety of educational and digital tools. This blended approach accelerates learning and produces tangible results. In the new world of hybrid learning our 20 years' experience leveraging digital tools has made our remote learning programs engaging and impactful.

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SCOPE OF WORK-ARUSD

TUTOR**WORKS** programs determine student progress using a variety of both formative and summative assessments that are built into the program. As our programs focus on mastery, we examine the number of goals mastered as well as summative tests that mirror high stakes tests (such as the SBAC, CAHSEE, etc.) to determine student progress. Students in our programs have consistently made statistically significant gains and progress on these continuous and final summative assessments.

> Mastery Learning is an instructional strategy, formally proposed by Benjamin S. Bloom, which maintains that students must achieve a level of mastery before moving forward to another subject area. If students do not achieve mastery, they are given additional support in learning the information, until mastery has been accomplished. **TUTORWORKS** programs follow the methods of Mastery Learning.

We begin an individual's personalized program by assessing current learning levels and identifying strengths and weaknesses. We utilize assessment results to design and customize learning modules which identify specific achievement goals and skills that must be mastered in the way that the individual learns most effectively. Each learning module is catered to individual needs and can be adjusted as the goals are mastered.

TUTORWORKS MASTERY Program Structure

Each TUTOR**WORKS MASTERY** program includes 1 – 3 learning modules and utilizes a blended learning approach which combines the use of educational software and personalized instruction from certified instructors to create very engaging and highly effective learning experiences for every student. TUTOR**WORKS MASTERY** is a program that can be customized to meet students' specific needs. Our **MASTERY** programs can focus on building foundational literacy and math skills, developing higher-order critical thinking skills, test preparation or support in advance subjects. **MASTERY** Programs utilize a small-group instructional model and integrate both TUTOR**WORKS** certified staff and technology-based supports as part of the instructional program. **MASTERY** programs are customized to the needs of the school or district and may include the following areas of focus:

Areas of Focus

Foundational Reading Skills: Using the "See It, Hear It, Say It" instructional strategy, students use Explode The Code Online to improve foundational literacy skills including phonemic awareness, phonics, fluency, vocabulary, and comprehension. Our data-driven phonics instruction program features individualized instruction and reinforcement-based continuous assessment. (1^{st} – 8^{th} grades)

Foundational Mathematical Skills: Using strategies such as "practice with modeling," "incremental rehearsal," and fun math drills, students use the XtraMath program to promote fluency in computation and knowledge of math facts. XtraMath uses adaptive timed activities to encourage students to answer the questions as quickly as possible combined with spaced repetition to efficiently develop recall. Instruction focuses on basic math skills which are carefully sequenced to follow a logical order of concepts including number sense and operations, spatial relationships and shapes, comparing and measuring, and pattern knowledge. (1^{st} – 8^{th} grades)

California Common Core State Standards Mastery: Students receive small-group instruction on areas of need identified through our assessments or school choice. Students are then gradually released to complete lessons utilizing our computer-adaptive curriculum, *Study Island* or another curriculum chosen in consultation with the school. This component supports students in navigating and mastering technology enhanced items on the Smarter Balanced Assessments and CAASPP Systems by providing valuable experience in computer-adaptive tests and performance tasks. This focus also provides students the individualized support needed to fill knowledge gaps and master important test-taking skills and techniques for both the SBAC and CAHSEE assessments. (3^{rd} – 12^{th} grades)

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SCOPE OF WORK-ARUSD

Classwork / Homework Support: Instruction is combined with independent learning to ensure that students not only understand classwork or homework concepts, but also learn how to apply those skills to achieve a deeper level of learning. (3rd – 12th grades)

Advanced Math & Science: Instruction is small group and one-on-one. All instruction is individualized. Our highly qualified and certified tutors are trained to provide different styles of teaching to best match the variety of learning styles in each student. Math courses include Pre-Algebra, Algebra I, Algebra II, Geometry, Pre-Calculus, Calculus, and Trigonometry. Science courses include Earth Science, Marine Science, Biology, Chemistry, and Physics. (7th – 12th grades)

SCHOOL MASTERY

TUTOR**WORKS** School **MASTERY** provides individualized instruction in one-on-one, small or large groups to support CCCS Standards mastery during classroom instruction. In School **MASTERY**, our academic tutors provide assistance in all of the above areas of focus to all grade levels as directed by the classroom teacher or school staff. In 2020-21, TUTOR**WORKS** began providing this push-in academic support to support English learners in the classroom. This model worked especially well in the remote environment where our instructors could listen to the class instruction alongside the students, then work with the students in breakout rooms to provide additional assistance or work with students after class to help complete the homework assignments. If requested, TUTOR**WORKS** can provide the remote School **MASTERY** program in ARUSD.

A sample daily session schedule is shown below:

SAMPLE SCHEDULE	
TIME	**ACTIVITY**
5 minutes	Welcome and Check-In
25 minutes	CCCSS Mastery ELA
30 minutes	Phonics-based Literacy
25 minutes	CCCSS Mastery Math
5 minutes	Review of Academic Progress and Reflection
130 minutes (1.5 hours)	**TOTAL SESSION INSTRUCTIONAL TIME**

TUTORWORKS CODE WRITE DRAW INTERVENTION

TUTOR**WORKS CODE WRITE DRAW** provides transformational learning experiences for students in 4th-8th grades by building tangible STEAM (Science, Technology, Engineering, Arts and Math) skills in a motivational learning environment. In this program students code a video game, write a novella based on the *Hero's Journey*, and learn how to draw. TUTOR**WORKS CODE WRITE DRAW INTERVENTION** combines the highly engaging **CODE WRITE DRAW** program with extra class time focused on the computational thinking skills that anchor the coding class and the mechanics of the writing process (including sentence and paragraph structure, editing, and grammar).

RESEARCH BASIS

TUTOR**WORKS CODE WRITE DRAW** is grounded in our theory of change that motivation of students and parents is critical to student success. The **CODE WRITE DRAW** model is based on:

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SCOPE OF WORK-ARUSD

- The demonstrated ability of out-of-school activities (especially related to STEM) to motivate and empower families around student learning,
- The evidence-based use of narratives to connect participants to a learning experience and promote a growth mindset,

The Value of STEM and Out-of-School-Time Learning

Technological advances have made it essential for all students to be exposed to and develop proficiency in STEM disciplines. However, wealthier parents are able to spend almost seven times more on out-of-school-time enrichment for their children than disadvantaged families, creating an opportunity gap (McCombs, Whitaker & Yoo, 2017; Duncan & Murnane, 2011). Supplemental programs can offer underserved youth access to new and enriching experiences that could yield lasting developmental benefits. Increasingly, funders, policy makers, and practitioners recognize the vital role families play in raising youth awareness of and participation in STEM programs (see Kekelis & Sammet, 2018). Yet STEM can be intimidating for parents (especially those with less formal education) who may not feel confident in their knowledge to support their child in STEM-related activities (Kekelis & Ottinger, 2018). As STEM complexity has increased, the challenges of explaining the utility and importance of STEM mastery to parents have increased as well. Research shows that families can strengthen their children's STEM learning by developing a STEM-rich home environment; creating a mindset that promotes strong STEM identities; and participating in activities across a variety of settings (Caspe, 2018). The TUTOR**WORKS** parent workshops and exhibition empowers parents with accessible and engaging STEM resources and concrete strategies to encourage their children's STEM learning both in school and at home.

The Power of the Personal Narrative

In our two decades of working with students and their parents to support learning outcomes, we have observed the effectiveness of using personal narratives as an instructional framework. A well-constructed narrative contains essential elements to support learning by (Szurmak & Thuna, 2013): making something abstract more concrete/immediate; contextualizing information with a framework to place the new knowledge into (and thus improve retention and understanding); and allowing participants to have more immediate emotional experiences they can relate to (and therefore remember).

TUTORWORKS CODE WRITE DRAW – A PIONEERING APPROACH

Staffed by credentialed teachers, teacher candidates, and para-professional staff, the program promotes foundational literacy or math skill mastery and STEAM skills through coding, creative writing, and the arts.

This cohort-based learning program has been a favorite during modified school settings with **greater than 90% attendance** across all programs.

Each participant receives at least 36 hours of STEAM-related instruction during the session. The program uses a *Hero's Journey* thematic framework and includes exposure to local industry professionals who share their own STEAM journeys. The hero's journey is a research-based concept (Campbell, 1949, 1988) that describes a series of stages that the hero archetype goes through that are visible in the mythologies from multiple cultures (see https://tinyurl.com/yxh59r9e for a description). The program culminates with an exhibition where students present their completed work to industry expert judges and families. Our innovative approach focuses both on the foundational aspects of STEAM – the challenging experience of skill-building through deliberate practice – and on the motivational aspects of STEAM through video game design and personal narrative work, using tools that students can continue to use after the program ends. Our integrated and adaptable program is designed to captivate the interest of students with diverse backgrounds and different levels of academic preparation.

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CODE WRITE DRAW Program Structure

Each **CODE WRITE DRAW** program includes 3 project-based-learning modules: coding, writing, and art and 1 optional module: electives. The novella and game projects are designed to be personally meaningful and fun. While students are engaging in intense learning activities, their experience is that they are "having fun". Throughout, instructors stress the connection between academic skills and real-world applications. The "Hero's Journey" provides an exemplar of the growth mindset. The program culminates with an exhibition where students present their work to industry expert judges and families. The hands-on classes consist of large group instruction by expert teachers and studio time led by assistant teachers to further differentiate the curriculum based on student needs. Students participate in the program in cohorts of 8 students to foster community and build strong connections between staff and students. Cohorts can be based on grade level, skill level or English proficiency level. Programs can be scheduled to take place during school, afterschool, Saturdays and during intercessions. The minimum program length for **CODE WRITE DRAW** is 36 hours. This program can be customized to meet the needs of the school or district (e.g., number and choice of modules, length of program, etc.). A sample program schedule is shown below:

SAMPLE SCHEDULE	
TIME	**ACTIVITY**
5 minutes	Welcome and Check-In
50 minutes	Writing Module / Art Module / Coding Module (25 minutes instruction from expert teacher and 25 minutes studio time in cohorts of 8)
5 minutes	Break
50 minutes	Writing Module / Art Module / Coding Module (25 minutes instruction from expert teacher and 25 minutes studio time in cohorts of 8)
10 minutes	Review of Academic Progress and Reflection
150 minutes (2 hours)	**TOTAL SESSION INSTRUCTIONAL TIME**

TUTORWORKS FOUNDATIONS

The TUTOR**WORKS READ DRAW FUN** class is for 1st – 5th grade students. This live, teacher-led, synchronous remote learning class combines dynamic expert instructors with a team of academic coaches who support the students in each class. TUTOR**WORKS FOUNDATIONS** Program combines **READ DRAW FUN** with small group instruction (1/3 or 1/8 staff/student ratio). The **FOUNDATIONS** program includes the cohort-based model which combines dynamic expert instructors for the learning modules with a team of academic coaches who are responsible for student engagement and success. The **FOUNDATIONS** program also includes small group instructors who work with students in small groups or one-on-one to focus on areas of need identified by the curricula. The small group instruction modules are scheduled before, during or after the **READ DRAW FUN** classes. A unique feature of the **FOUNDATIONS** program is the TUTOR**WORKS** emcee who leads the module transitions with stretches, jokes (fun puns), activities and songs.

The **FOUNDATIONS** instructional program is focused on teaching phonics-based literacy, foundational math concepts, and basic computational math using our adaptive learning and kinesthetic pedagogical approaches. The program provides interactive, *teacher led* digital literacy and mathematics activities and

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art instruction with live teachers using our adaptive curricula including *Explode The Code Online* and *XtraMath*. The pairing of reading and math with art provides mental stimulation for both sides of students' brains and pairs a learning activity that children are more likely to regard as fun (art) with one they may have less enthusiasm for (reading and math).

The **FOUNDATIONS** program includes two adaptive learning modules (foundational literacy and foundational math) and one kinesthetic module (academic language through art or sign language). The centerpiece of instruction in the adaptive learning modules is the computer-aided curricula with its sophisticated branching and data analysis features that differentiate the curriculum for each student. The kinesthetic modules reinforce the foundational skills and engage students. In additional, all students receive 30 minutes of individualized small group instruction during each session. Small group instructors are trained teachers who engage students in interactive and personalized foundational literacy activities focusing on phonemic awareness, fluency, phonics, vocabulary, and comprehension.

RESPONSIVE INDIVIDUALIZED ATTENTION

A critical feature of the **READ DRAW FUN** program is the combination of dynamic expert instructors for the learning modules with a team of academic coaches behind the scenes who provide responsive positive praise and communication with each of the students in the class. It's safe and personalized both through chat, student input and recognition during the livestream.

Highlights of the program include:

- Energetic staff leading interactive activities and songs, stretching, jokes and fun puns
- Progress reports for students, parents and teachers
- Full compliance data collected automatically including attendance and achievement indicators
- Weekly raffle and prizes
- Students can submit artwork via email or computer for review by instructors
- Art class requires only a pencil and paper

Students access the live classes from the password protected remote learning portal on the TUTOR**WORKS** website (which can be linked to the district's remote learning page). A sample schedule is shown below:

Adaptive Learning - Literacy Module (ELA) – *Phonics-based literacy instruction*
Adaptive Learning - Math Module(Math) – *Foundational math practice*
Kinesthetic Module – Academic Language (K-AL) – *Academic language through art or sign language*
Small Group Instruction (SGI) – *Small group instruction based on student needs*

TIME	GRADES	MON	TUES	WED	THU
2:30 PM – 3:00 PM	1-2	ELA / SGI	ELA / SGI	ELA / SGI	ELA / SGI
3:00 PM – 3:30 PM	1-2	ELA / SGI	ELA / SGI	ELA / SGI	ELA / SGI
3:30 PM – 4:00 PM	3-5	K-AL / SGI	K-AL / SGI	K-AL / SGI	K-AL/ SGI
4:00 PM – 4:30 PM	3-5	ELA / SGI	ELA / SGI	Math / SGI	Math / SGI
4:30 PM – 5:00 PM	3-5	Math / SGI	Math / SGI	ELA / SGI	ELA / SGI

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CURRICULA & MATERIALS

To keep students engaged and focused in the learning environment, TUTOR**WORKS** uses research-based curricula and a combination of pedagogical approaches: adaptive learning modules (individualized instruction), kinesthetic and project-based modules.

Adaptive Learning Modules

TUTOR**WORKS** adaptive learning modules feature differentiated, computer-based literacy and math software that targets and fills gaps in students' foundational math and literacy skills. In these modules the teacher introduces the day's activities, then the students work independently. Academic coaches provide support and encouragement through chat while the teacher monitors student work and recognizes students' daily progress.

The centerpiece of our adaptive learning module for reading is the computer-aided, research based literacy program, *Explode the Code Online*, with sophisticated branching and data analysis features that differentiates the literacy intervention curriculum for each student. *Explode The Code Online,* built and owned by TUTOR**WORKS**, is an award-winning foundational reading program that utilizes an Orton-Gillingham approach. This multi-sensory, mastery-based program provides explicit and direct instruction of phonics in an easy to use format. *Explode The Code* fosters successful reading skills focusing on phonemic awareness, fluency, phonics, vocabulary, and comprehension, and is aligned to the California CCSS. The program supports students in navigating and mastering technology enhanced items on the Smarter Balanced test and provides valuable experience in adaptive computer-based assessment environments. *Explode The Code Online* includes over 95 specific phonics and word analysis skills spanning the following California CCSS:

	Grade				
California CCSS Standard Category	**K**	**1**	**2**	**3**	**4**
Word Analysis, Fluency, and Systematic Vocabulary Development					
Concepts About Print	✔	✔			
Phonemic Awareness	✔	✔			
Decoding and Word Recognition	✔	✔	✔	✔	
Vocabulary and Concept Development	✔	✔	✔	✔	✔
Writing Strategies					
Organization and Focus	✔	✔			
Written and Oral English Language Conventions					
Spelling	✔	✔	✔	✔	✔
Listening and Speaking Strategies					
Comprehension	✔				
Word Analysis, Fluency, and Systematic Vocabulary Development					
Word Recognition					✔

Our adaptive learning module for foundational math practice is *XtraMath.* Students use this program to develop automaticity in addition, subtraction, multiplication and division, and build confidence in mathematics. *XtraMath* is an online program used to help students build their foundational math skills. It focuses on building automaticity with math facts, starting with addition and working up to division.

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SCOPE OF WORK-ARUSD

The idea is that if a student can immediately recognize the math facts, they then have cognitive resources available to do more complicated analysis. *XtraMath* includes the following California CCSS:

	Grade						
California CCSS Standard Category	**K**	**1**	**2**	**3**	**4**	**5**	**6**
Number and Operations in Base Ten							
Beginning Addition	✔						
Beginning Subtraction	✔	✔					
Addition			✔	✔	✔		
Subtraction			✔	✔	✔		
Multiplication					✔		
Division					✔		
Expanded Addition						✔	✔
Expanded Subtraction						✔	✔
Expanded Multiplication						✔	✔
Expanded Division						✔	✔

Our adaptive learning module for test preparation features *Study Island*, explicitly designed to help students master the content specified in the Common Core standards. *Study Island* provides rigorous content for Math and English Language Arts & Literacy, and provides PARCC- and SBAC-aligned item types. Study Island includes a supplemental criterion-based formative computer-based assessment program for the California content standards that is valid, reliable and aligned to the California Common Core Standards. The test bank consists of thousands of questions and item types (selected response, constructed response, table, fill-in, graphing, etc.) that are aligned with each of the California Content Standards and Common Core Standards. *Study Island* supports the learning process with engaging, interactive lessons and activities to promote higher-order thinking and inquiry. For the complete list of standards and objectives, please see Appendix A.

Together these curricula cover comprehensively K-12 grade California CCSS skills. Students receive instruction on a selection of these skills based on our pre-assessment results and the goals of each program. Each of these curricula has built in formative assessment. This provides a much more robust way to monitor student progress than the traditional pre-test, mid-program test and post-test model. Our continuous assessment is invisible to students but informs instructional staff so they can adapt in real time. It also allows students, parents and school staff to receive on demand updates on student progress, rather than waiting for the mid-point or end of the program.

Kinesthetic Mastery Modules

TUTOR**WORKS** kinesthetic mastery modules offer students an interactive way to learn and practice foundational skills in math, literacy and writing. In the kinesthetic modules, students are guided to apply and practice concepts in meaningful and fun activities and to practice and build automaticity and discursive fluency in foundational math and literacy skills. Using a mix of whole class, small group, and one-on-on guided practice, students engage in essential practice in math, literacy and writing.

During whole class guided practice, teachers reinforce target academic vocabulary and subject-specific language genres, using a kinesthetic approach. Our kinesthetic modules are designed for maximum engagement and may look more like games than academic activities, but each activity is grounded in academic content and objectives.

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Kinesthetic modules include:

- Whole class, small group and one-on-one guided writing instruction to develop writing fluency, work on basic sentence structure and build confidence in writing.
- Whole class guided drawing activities to reinforce and practice math concepts such as distance, ratio, and proportion, and reasoning with shapes and their attributes.
- Whole class guided math activities to reinforce foundational math.
- Small group and one-on-one guided literacy instruction to develop reading fluency and work on basic phonic pronunciation and sentence-level constructs.

Project Based Learning (PBL) Modules

In contrast to the adaptive learning and kinesthetic mastery modules that focus primarily on foundational math and literacy skills, TUTOR**WORKS** project based learning (PBL) modules focus on writing and computational thinking, and are more appropriate for upper elementary and middle school students.

TUTOR**WORKS** project based learning modules feature a multi-week project that students complete under the guidance of an expert instructor. PBL modules include a mix of teacher-led direct instruction, guided practice on project components, and *studio time,* which is small group, supervised work time.

Project based modules include:

Coding

In the coding module, students learn the basics of computational thinking in order to design and build a multi-level video game. Students use *ReadyMaker*, an open-ended software creator designed for grades four to eight, that introduces computational thinking, and follows the Common Core State Standards as well as the Computer Science Teacher Association Standards. Because of its graphical user interface, *ReadyMaker* is accessible to students who are bilingual learners or have emerging literacy skills. Computational thinking and coding skills are important educational assets for students in high school and beyond, and coding with game design is an engaging learning activity for both boys and girls.

Writing

In the writing module, students learn the basics of story creation and write a short story based on the archetype of the *Hero's Journey*. This PBL module integrates culturally sustaining pedagogy to foreground students as agents of change in their world and give them structured ways to reflect on and reimagine their past, present or future. The writing module also draws on students' own experiential and educational resources: because students write an original short story, they guide the creative process with the support of our teachers, who provide instruction in language and narrative structure. At the end of the module, students have created a round character with a hero's journey character arc, have completed a storyboard and have written and edited several drafts of a hero's journey narrative. Students' final narrative is published as a novella.

Art

In the art module, students learn the foundations of drawing and produce at least three illustrations for their hero's journey novella. Our art instruction is not only designed to teach students basic skills in drawing but it is also designed to demonstrate the connection between art and mathematics. Art is fundamentally about seeing and visually mapping the world onto paper using lines, and so is geometry. Each Art lesson introduces academic language and makes a direct connection between a mathematics concept and a drawing skill (e.g., shapes, ratios, proportion, perspective, etc.) At the end of the art module, students have created three complete illustrations, including multiple thumbnails, sketches and drafts of each illustration.

DocuSigned by:
Deanna Tirgian
C81E4D72AE75413...

8/9/2021

9.03

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: August 31, 2021

Subject: **Sourcewell Piggyback Bid Contract #010521-LTS-3 for the purchase of a Playground Structure, through Miracle Playsystems, Inc., for Linda Vista Elementary School**

Staff Analysis: Per Public Contract Code, 20118, 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.

The Main Playground Structure at Linda Vista School was inspected and was found to be worn and unsafe for students. Several Contractors were invited to visit Linda Vista Elementary School and Bid on the Replacement of the Structure.

Four companies:
Specified Play Equipment Company
Selway Construction, Inc.
Miracle Playsystems, Inc.
Ross Recreation Equipment

Attended the walkthrough and Miracle Playsystems, Inc., was the only company that submitted a viable bid.

Miracle Playsystems, Inc., established in 2004, is the largest Play Equipment Design, Distribution and Specialty Contracting Firm serving Northern and Central California up to the Oregon Border. Miracle Playsystems, Inc., will demo the existing play structure and furnish and install a new play structure at the existing site.

Recommendation: Staff recommends the Board of Trustees approve the use of the piggyback issued by Sourcewell, a Government Agency, contract #020521-LTS-3; and the use of any applicable contract extension(s), along with authorizing the District to enter into contract with Miracle Playsystems, Inc. for the purchase of a Playground Structure for Linda Vista Elementary School. The approximate total amount for this purchase of is $128,382.35 for Fiscal Year 2021-2022.

Prepared by: Ed Villarreal Title: Director, Maintenance, Operations & Transportation

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

To the Board of Trustees: Meeting: September 9, 2021

Recommended Approval

9.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO: _____

FROM: Maintenance, Operations & Transportation (M.O.T.)

INDIVIDUAL/COMPANY NAME: **Miracle Playsystems, Inc.** VENDOR NO:

ADDRESS: P.O. Box 263, Alamo, CA 94507 FAX NUMBER: (510) 893-2163

TELEPHONE NUMBER: (800) 879-7730

TAX ID NUMBER: _____ E-Mail: _____

BOARD APPROVAL DATE: **September 9, 2021**

CONTRACT TERM: From: September 10, 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: **Removal of worn the Playground Structure and Installation of a New Playground Structure at Linda Vista Elementary School.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
010	0000	0	6170	00	0000	8500	000000	450	8700	$128,382.35

Program Manager/Principal _____ **Date:** 8/31/21

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 8/31/2021
Accountant

Director of Fiscal Services _____ **Date:** 8/31/2021

Asst Supt, Bus Services _____ **Date:** 8/31/21

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:** $128,385.35 (NTE) FY: 2021-2022

August 19, 2021

Job: P21_0609_Linda Vista ES
Quote Name: Linda Vista ES Design 001
Quote Number: 00009602

Prepared by:
Jean Tyan
jean@miracleplaygroup.com

Terms: Net 30
Remit to:
Miracle Playsystems, Inc.
1276 S Main St., Salinas, CA 93901

Sub Total $116,641.47
Freight $6,381.00
Tax $5,359.88
Total $128,382.35

Item	Qty	Rate	Total	Tax (if applicable)
Miracle Equipment per 21_069 Linda Vista ES 001 design. Sourcewell Cooperative Agreement of 35% Discount Applied	1	$87,471.00	$56,856.15	$4,720.65
Equipment Installation 001 Design. Installation only of owner provided 5-12 play structures per 21_0609 Linda Vista ES 001 to mafger recommendations through soil. Footing spoils disposed off site.	1	$30,061.00	$30,061.00	
Demo Existing Playground & Wood Border. Removal and disposal of existing steel blue and tan play structure to include footings and wood border.	1	$3,831.00	$3,831.00	
Concrete Mowband 218'-4" LF. Provide materials to pour approx 218'-4" LF x 6" wide x 9" High #3 Rebar Horizontal typical gray color broom finished concrete containment curb, area 64' x 46'-6".	1	$4,140.90	$4,140.90	$388.21
Concrete Mowband 218'-4" LF. Provide labor to pour approx 218'-4" LF x 6" wide x 9" High #3 Rebar Horizontal typical gray color broom finsihed concrete containment curb, area 64' x 46'-6".	1	$9,662.10	$9,662.10	
Rubberized ADA Ramp Materials. Provide materials to pour (1) Standard 5' X7' Concrete ADA Ramp with Side Aprons coated with approx 55 SF rubberized surfacing at 2" thickness (meets up to 4' fall) using 50% Black and	1	$1,989.00	$1,989.00	$186.47

MIRACLE PLAYSYTEMS, INC. • PO BOX 263, ALAMO, CA 94507 • (800) 879-7730 • (510) 893-2163 (FAX)
CSL: 981433 (Exp Date 03/23) • DIR: 1000015853

50% Standard Color with Standard "Aromatic binder".				
Rubberized ADA Ramp Install. Provide labor to pour (1) Standard 5' X7' Concrete ADA Ramp with Side Aprons coated with approx 55 SF rubberized surfacing at 2" thickness (meets up to 4' fall) using 50% Black and 50% Standard Color with Standard "Aromatic binder".	1	$4,641.00	$4,641.00	
Filter Fabric Material 2903 SF. Provide material sapprox. 2903 SF Geotextile Filter Fabric.	1	$688.53	$688.53	$64.55
Filter Fabric Install 2903 SF. Install approx. 2903 SF Geotextile Filter Fabric.	1	$1,032.79	$1,032.79	
Performance Bond	1	$3,739.00	$3,739.00	
Ad Alt Security Fence 265 LF. Provide approx. 265 LF temporary steel construction fencing for duration of project. $894.38				
Ad Alt Portable Restroom. Provide (1) portable restroom for duration of project. $1417.50 Ad Alt				
Engineered Wood Fiber Installed. 2944 SF, Finished depth 12 inches = 142 cubic yards. $5601.9				

Sub Total $116,641.47
Total Freight $6,381.00
Total Tax $5,359.88
Grand Total $128,382.35

Company: _____
Signature: _____
Name: _____
Date: _____

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August 19, 2021

Please confirm or edit order information below

End User Company:
Alum Rock Union School District
End User Contact:

End User Email:

Delivery Contact:
Edgar Gudiel
Delivery Email:
edgar.gudiel@arusd.org
Delivery Phone:
4089286411
Delivery Address:
2930 Gay Ave #1000 San Jose CA 95127

Site Address:
100 Kirk Ave
San Jose

Bill To Email:

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

Customer Reference #:

INDEMNITY

Client/Owner shall defend, indemnify and hold harmless Miracle Playsystems, Inc., its officers, directors, board of trustees, agents, or employees and each of them, from any and all claims, demands, causes of action in law or in equity, damages, penalties, costs, expenses, reasonable attorneys' fees, reasonable experts' fees, reasonable consultants' fees, judgments, losses or liabilities, of every kind and nature whatsoever arising out of or in any way connected with or incidental to, the performance of the services under this Agreement or any of the obligations contained in this Agreement ("Claims"). Without limitation, "damages" include personal injury, including, but not limited to bodily injury, emotional injury, sickness or disease, or death to persons, including, but not limited to, any employees or agents of Miracle Playsystems, Inc., or any other person; or other damages of any kind to anyone including, without limitation, economic loss, property damage and loss of use thereof. It is expressly acknowledged and agreed that each of the foregoing indemnities is independent, that each shall be given effect, and that each shall apply despite any acts or omissions, misconduct or negligent conduct, whether active or passive, on the part of, or other contractor(s); provided, however, Miracle Playsystems, Inc. duty to indemnify shall be limited to the percentage or the degree Miracle Playsystems, Inc. comparative negligence caused any damages.

STANDARD NOTES

- Price quotation is good for 30 days. Accurate color selections must be made in writing prior to equipment going into production. Colors to be confirmed with your local sales representative.
- PLEASE MAKE PURCHASE ORDER TO MIRACLE PLAYSYSTEMS, INC at PO Box 263 Alamo, CA 94507
- PLEASE REMIT CHECKS TO: MIRACLE PLAYSYSTEMS INC., 1276 S MAIN ST, SALINAS, CA 93901
- Please email/fax quotation with your signature to accept this quote and place order. Fax 510-893-2163 or email Info@MiraclePlayGroup.com
- Unless otherwise specified, Miracle Playsystems, Inc **DOES NOT** include the following in this proposal:
  - Engineered drawings
  - Installation of equipment or other site amenities
  - Specialty trades, equipment, power supply required to install equipment
- Any insurance requiring in excess of $1M/$2M per occurrence, special insurance coverage or wording, Prevailing/Certified wage rates, local permitting, bid/performance bonds, temp fencing, geo tech surveys, playground safety inspection, equipment offload, and testing services.
- Inspect equipment upon delivery. Color discrepancy must be reported at time of delivery. Installation constitutes acceptance of colors.
- Warranty does not cover labor for reinstallation.

TERMS & CONDITIONS

- Purchase contract terms & conditions of sale: The client/customer's acceptance and understanding of these terms & conditions and all other supporting documentation provided as part of this package is evidenced by signing of this estimate/quote.
- Payment terms: Standard terms (on approved credit), unless otherwise noted are 50% with order and balance to ship equipment (no retention). Should any changes be required to the products after order is placed, modifications or changes will be at client/customers expense. Miracle Playsystems, Inc maintains a no return policy and asks all clients to determine feature, layout and color selection prior to ordering. Should any order be cancelled after production has started a 30% restocking fee will be charged to client. Credit card convenience fee is 3.5% which will be added to all credit card charges
- Lead times: Estimated lead times for the time the order is released into production until it is delivered will vary.
- Lead times may currently be extended due to reasons such as supply chain issues, shipping delays, raw material shortages, and other COVID-19 related impacts.

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- Custom play feature lead times are determined on a case by case basis.

CONSTRUCTION SERVICES (if applicable)

Unless otherwise noted, we exclude responsibility for material delivery & offloading equipment, removal & disposal of packaging accumulated by equipment packaging, project security, landscape & hardscape repair based on access route to site, delays or returns due to layout conflicts or delay of other trades, removal of spoils from job site, locating underground: utilities, pipes, obstructions in work area, conditions unforeseen and/or not disclosed at time of estimate, permits, engineering, material testing, soil samples, CPSI. Conditions: Grades; stable, compacted & workable with 95% compaction and less than 1% grade, adequate access to site for labor, materials, tools and equipment. Estimate good for 90 days from quote or Dec. 31 of current calendar year, whichever comes first. Terms: Upon completion.

GENERAL TERMS

- THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN: Miracle Playsystems, Inc. objects to any other terms proposed by client, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Client authorizes Miracle Playsystems, Inc. to ship equipment and agrees to pay the total specified. Shipping terms are FOB the place of shipment via common carrier.
- Client and owner/operator agree to indemnify and hold Miracle Playsystems, Inc. harmless from and against all liabilities, losses, penalties, damages and expenses, including costs and attorney fees, resulting from any and all claims, liens, damages, actions, suits, judgments or settlements, injuries arising or alleged to arise out of their failure, or failure of architect, contractors, subcontractors, installers, employees, agents and assigns to assemble, install, inspect and/or maintain the play equipment and impact absorbing surfacing in full compliance with each manufacturers installation instructions and safety requirements and their misuse and/or alteration of the play equipment.

Company: _____

Signature: _____

Name: _____

Date: _____

MIRACLE playsystems DESIGNING PLAY

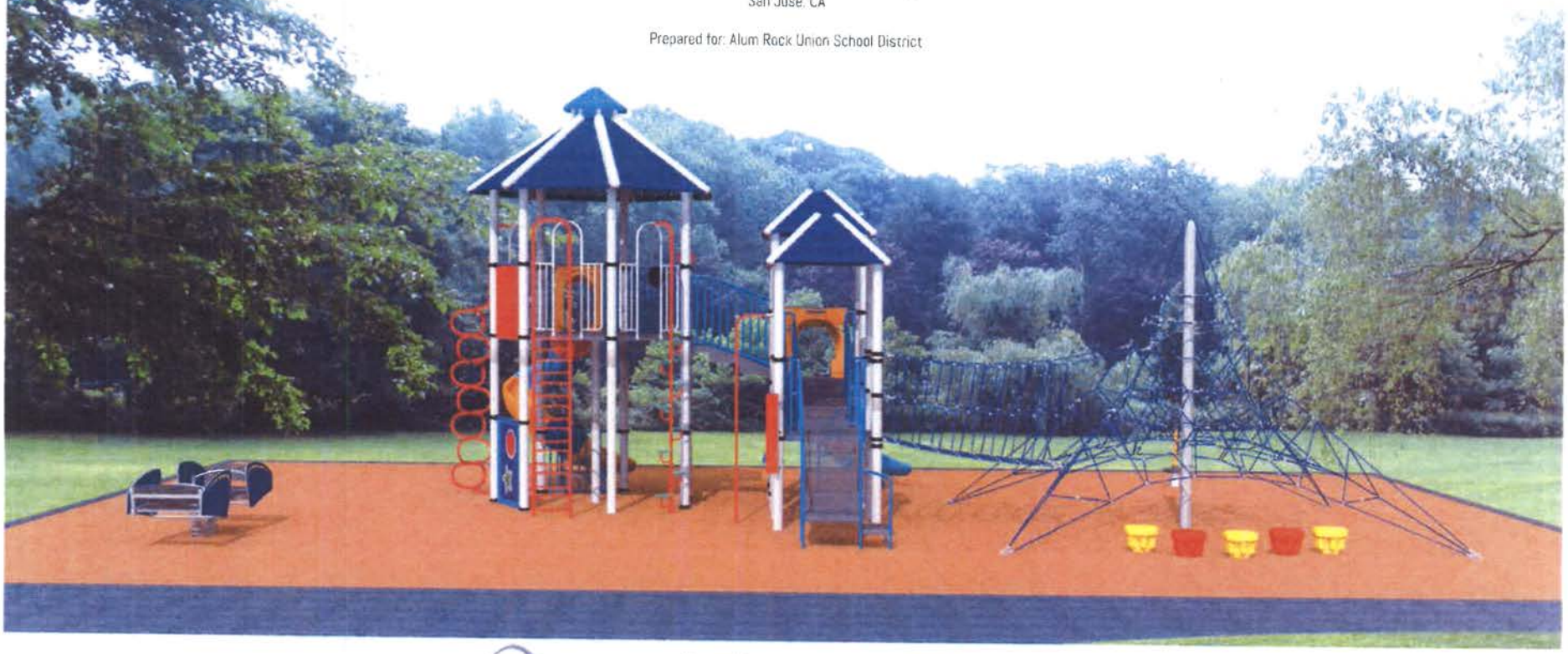
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Linda Vista Elementary

San Jose, CA

Prepared for: Alum Rock Union School District



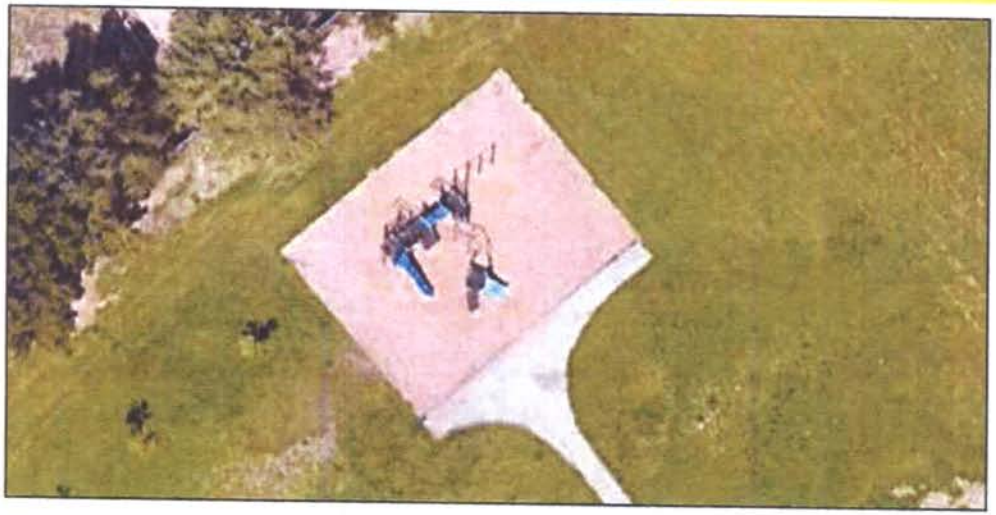
Prepared By

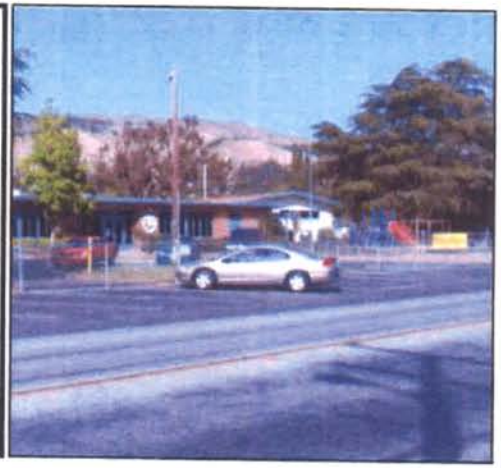
Jean Tyan
Sales Account Manager
Miracle Playsystems Inc
jean@miracleplaygroup.com
(650)930-0459



MIRACLE playsystems DESIGNING PLAY

Creating Fun Play Environments to Enrich Communities



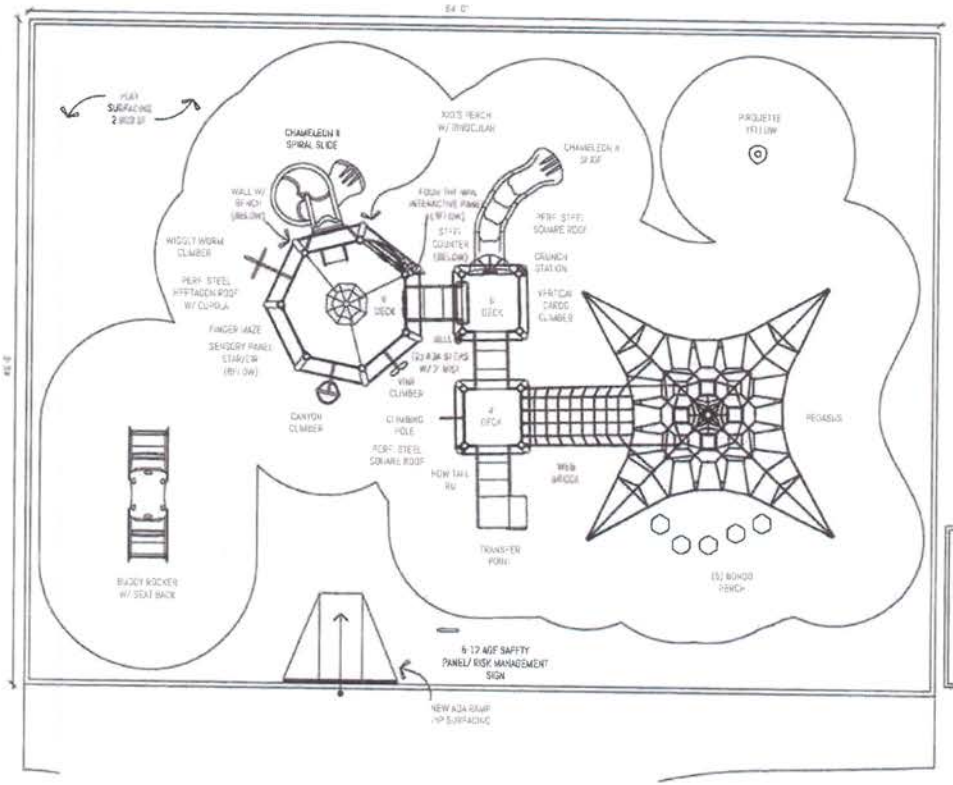


Project Understanding and Design Development

* Proposing a New playground structure appropriate for ages 5-12

* Keeping in mind that the playground will be open to the public, it is essential to incorporate as much play value that includes different types of play elements and accessible elevated as well as ground play opportunities.

* This design includes components at various levels of challenge and a comprehensive variety of play experiences.



PLAY AREA - AGE APPROPRIATE 5-12 YEARS	CAPACITY (UB 1700 ft² or 39 ft²)
ELEVATED PLAY ACTIVITIES (TOTAL)	11
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	11
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	6
GROUND LEVEL ACTIVITY (TR)	4
GROUND LEVEL ACTIVITY QUANTITY	11

NOTES:
1. [illegible]
2. [illegible]
3. GROUND FLOOR ACCESS TO/APPLIES WITH ASTM F1951 @
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98
5. THIS PLAY AREA MEETS CBC SECTION 1191.1.1(2)

[illegible]

NORTH

Scale: 1/8" = 1'-0"

06/03/2021
21_0609_Linda Vista ES_001

IPEMA CERTIFIED to ASTM F1487
ASTM INTERNATIONAL
ADA Compliant
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1 Multi-Sensory Play Elements

- Vestibular (movement and balance)
- Proprioceptive (body position)
- Tactile (touch)
- Auditory (hearing)
- Visual
- Olfactory

2 All Children Encouraged to Play

- Providing a graduated range of challenge
- Grouping similar equipment together
- Offering equipment for multiple age groups
- Providing real choices of play for each child

3 Accessibility

- Protective, shock-absorbing unitary surfacing
- Wide movement routes
- Smooth, even transitions on and off equipment

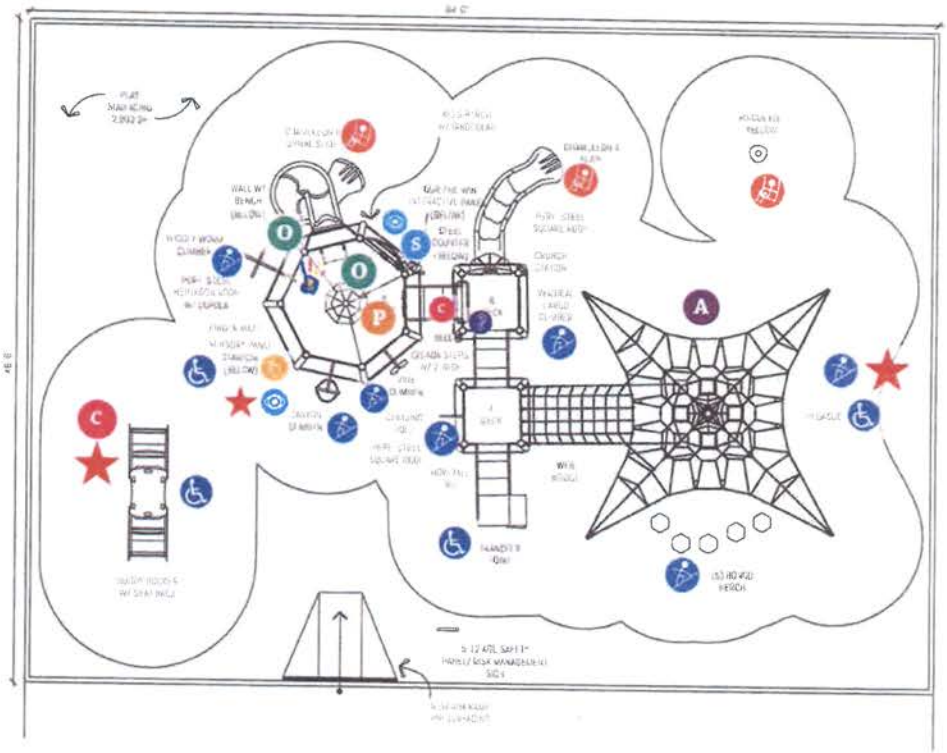
4 Opportunity for Calm

- Offering cozy, quite spaces
- Establishing perimeter paths and fences
- Providing a wayfinding system that includes an orientation path

5 Social Environments

- S Solitary play - Children play alone
- O Onlooker play - Children watch others play but do not engage in play
- P Parallel play - Children play next to each other but are engaged in their own activities
- A Associative play - Children are still playing independently but often do the same thing as others
- C Cooperative play - Children interact together for the purpose of play

Elements of Play



INCLUSIVE PLAY COMPONENTS

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ADA COMPONENTS COUNTS

PLAY AREA - AGE APPROPRIATE 5-12 YEARS: CAPACITY: 109-126 CHILDREN

ELEVATED PLAY ACTIVITIES (TOTAL) 11
- canyon climber
- chameleon II vortex slide
- chameleon II spiral slide
- climbing pole
- delight-o-scope binoculars
- finger maze panel
- kid's perch w/ extended wheel
- vertical cargo climber
- vine climber
- web bridge
- wiggly worm climber

ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER: 11 REQ'D: 6
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP: 0 REQ'D: 0
INCLUSIVE GROUND LEVEL ACTIVITY TYPE: 8 REQ'D: 3
- sound
- balancing
- spring rocker
- upper body
- imagination
- manipulative
- spinning
- climbing

INCLUSIVE GROUND LEVEL ACTIVITY QUANTITY: 11 REQ'D 4
- bell
- bongo perch
- buddy rocker
- crunch station
- how tall RU panel
- pirouette
- sensory textured panel
- steel counter
- wall enclosure w/ seat
- pegasus
- four- the -win interactive panel

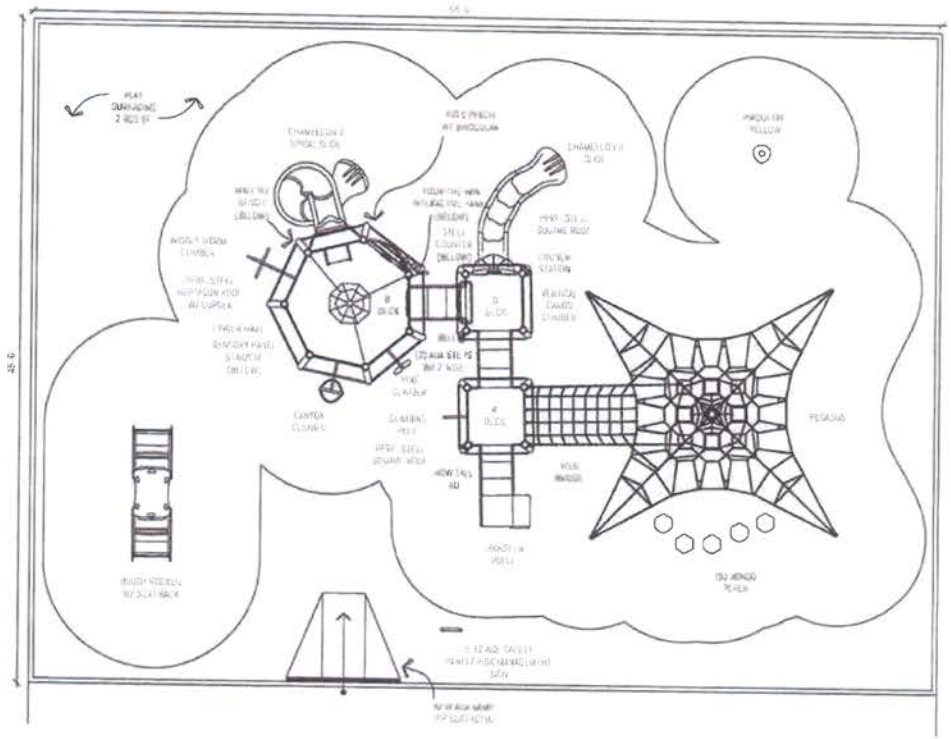
ADA NOTES
1. TRANSFER STEPS TO BE STRIPED PER 11B-5044.12.
2. USE ZONES FINISH SURFACE OF PLAYGROUND COMPLIES WITH ASTM F1292-99.3.
3. GROUND SURFACING COMPLIES WITH ASTM 1951-994.
4. PLAYGROUND EQUIPMENT SHALL COMPLY WITH ASTM F1487-98.5.
5. THIS PLAY AREA MEETS CBC SECTION 11B-1008.

IPEMA CERTIFIED ASTM F1487

ASTM INTERNATIONAL

ADA Compliant

Compliance Review



06/03/2021
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Colors Used In Rendering

Sky Azure Cyan Blue Silver Tropical Yellow Yellow Orange Black Dark Gray

Miralene: Orange-Sand
Blue-Yellow

*Colors shown in rendering is for illustrative purposes only. Actual color and pattern may vary slightly.

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MIRACLE playsystems DESIGNING PLAY



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Creating Fun Play Environments to Enrich Communities

MIRACLE playsystems DESIGNING PLAY

COLOR CHOICES

DESIGNER, GIVE YOUR PLAYGROUND STYLE!

Color your playground with one of the exciting themed color combinations below, or create a custom palette with our wide selection of standard surface colors and paints—you can even match school colors! Ask your representative for information on custom color combinations.



Earth Tone
- Beige
- Sand
- ForestGreen
- Green



Energy
- MetallicGray
- Dark Gray
- Silver
- Chartreuse Teal



Mother Earth
- Blue
- Sand
- Beige
- Green



Patriotic
- Red
- White
- Blue



Island Oasis
- ForestGreen
- Royal Blue
- Cobalt
- Cyan



Nautical
- Blue
- Sand
- Beige
- Orange



Spring
- Green
- Sand
- Yellow



Sahara
- Beige
- Brown
- ForestGreen
- Sand



Primary
- Blue Red
- Yellow



Ocean
- Blue
- Sand
- White
- Teal

COLOR CHOICES

Rock-ite© Plastic Color Choices - Roofs, Slides, Big Timber® Components, Crawl Tubes, Bongos™, Bumpers and Panels.



Mira-Cote© Powder-Coated Painted Metal Color Choices - Posts, Arches, Swings and Accents|Railings & Climbers).



Anti-Microbial Painted Metal Colors - This proprietary treatment helps prevent bacterial mold, algae growth and stains.



Mira-Lene™ Panel Color Choices





Miracle® uses high quality materials and state of the art manufacturing processes. Commercial playgrounds and products are subjected to years of environmental and solar exposure. Such extreme exposure takes its toll on paints and pigments and all colors will fade over time. So Miracle® does not warrant against color fading or discoloration. It is important to properly maintain your playground to ensure its longevity. Depending on environmental conditions at your location, the installation of fabric shade structures may help to delay fading and discoloration.
Actual colors in catalog may vary due to four color printing process.

MIRACLE WARRANTY

Miracle Recreation Equipment Company warrants its products against structural failure due to defects in materials and workmanship for the warranty periods and material categories prescribed below.

Buyer agrees that products sold by Miracle Recreation Equipment Company carry only the following warranties:

LIMITED WARRANTY FOR AS LONG AS YOU OWN THE PRODUCT: Aluminum deck posts, steel deck posts, VersaLok® fastening system, cast aluminum parts, and stainless steel hardware.

LIMITED FIFTEEN (15) YEAR WARRANTY: All rigid steel playground components, decks, steps, and weldments, rotationally molded and sheet plastic components, plastic lumber, roof panels, and stainless steel slides, except as otherwise specified below.

LIMITED TEN (10) YEAR WARRANTY: Fabric shade steel frames, and Shadesure™ and Coloursha de FR fabrics (Note Exception: Limited Five (5) Year Warranty on Shadesure™ fabrics in colors Red, Yellow, Electric Purple, Zesty Lime, Cinnamon and Olive.)

LIMITED EIGHT (8) YEAR WARRANTY:
- Fiberglass signage, accessible swing seats, precast PolyFiberCrete or precast concrete products.
- Play Terrain Synthetic Turf safety surfacing against deterioration of specified attenuation performance and appearance.
- Integrated shade fabric and components against rot, UV deterioration and defects in materials and workmanship (Note Exception: Limited Three (3) Year Warranty for fabric in shades of red).

LIMITED FIVE (5) YEAR WARRANTY:
- Heavy duty diamond barrier mesh and Kidrox™ Climbing Rocks.
- Mira-Therm™ PVC coating and PE coating against cracking or peeling.
- Park and Site Amenities (i.e. benches, tables, trash receptacles, etc.)
- GFRP (Glass Fiber Reinforced Polymer) Products.
- Steel core cable nets and rope fittings and connections (Note Exception: Warranty does not cover normal wear and tear such as fraying or facing of cable coating).

LIMITED THREE (3) YEAR WARRANTY: Flexible belting, plastic border timbers and accessories, and electronic panel speakers, sound chips, and circuit boards.

LIMITED ONE (1) YEAR WARRANTY:
- Slashproof Swing Seats, 360° Bucket Tot Swing Seats, and Tuff Net no climbing mesh.
- Pool slide support structures, stairways, landings and railings.
- All other products, components and custom pieces that are not specifically listed above, including, without limitation, all moving parts such as swing hangers and bearings, swivels, chains, whirls, springs and flexible components, and all high wear items, such as trolleys, cables, wheels, and bumper stops related to rail and cable ride products.

BUYER'S REMEDY: If any products prove defective or non-conforming under normal use and within the above-prescribed warranty periods and material categories, Buyer must promptly notify Miracle in writing at 878 E. Hwy 60, Monett, MO 65708 USA. Miracle does not warrant that any particular color will be available for any period of time, and reserves the right to discontinue any color for any reason, without recourse by the Purchaser or Owner of the discontinued color. Miracle may elect to inspect the alleged defect at Buyer's site or at Miracle's facility. Buyer shall not return products to Miracle unless authorized by Miracle to do so. Authorized returns must be properly packaged and shipped prepaid and insured, at Buyer's expense. Upon verification of warranty coverage, Miracle may elect, in its sole discretion, to repair defective or non-conforming products, or replace them by delivering products or part(s) of similar functionality free of charge to the site. Miracle's limited warranties do not cover the cost of labor to remove defective or non-conforming part(s) or to install repaired or replacement part(s). By use of these limited warranties, Buyer accepts their terms and limitations, and waives any rights it would otherwise have to claim or assert that such warranties fail of their essential purpose. Buyer agrees that venue for any court action to enforce these limited warranties shall be in Barry or Greene Counties in the State of Missouri.

LIMITATIONS: All warranty periods begin on the date of Miracle's invoice. Repaired and/or replacement part(s) are warranted only for the balance of the original limited warranty period. Warranties extend only to the original Buyer/end user for products purchased from Miracle or a Miracle authorized reseller, and are not transferrable.

Warranties apply only to Miracle products that are erected and installed in conformance with Miracle's installation instructions, and that are maintained and inspected in conformance with Miracle maintenance and operational instructions.

Warranties specifically do not cover Miracle products:
- for cosmetic damage or flaws occurring under normal use, such as surface scratches, minor chips, hairline cracks, dents, marring, efflorescence, color fade (except for shade fabric as noted above), discoloration, corrosion/rust, fraying, or warping of recycled plastic lumber;
- that have been modified, altered, or repaired by unauthorized third parties;
- that have not been used as designed or intended, or misused;
- to which non-Miracle parts have been added or substituted;
- that have been removed from their original location and re-installed elsewhere, without pre-approval by Miracle;
- or that have been damaged due to excessive wear and tear, vandalism, abnormal use, abuse, negligence, environmental factors (such as wind-blown sand, salt spray, or airborne emissions from industrial sources), extreme weather (such as hail, flooding, lightning, tornados, sandstorms, earthquakes, or wind storms), and acts of God.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR SELLER'S PRODUCTS, AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT. SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING OUT OF COURSE OF DEALING OR PERFORMANCE OR TRADE USAGE. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT OR USE, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT. IN NO EVENT WILL SELLER BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE OF A DEFECTIVE PRODUCT.



Miracle

MIRACLE RECREATION EQUIPMENT COMPANY BRINGS YOU THE THRILLS OF A LIFETIME!

Miracle is one of the nation's first and most innovative playground equipment manufacturers. We first began shaping the future of play in 1927 when our founder Johnnie Ahrens created the Whirl — a tilting, kid- powered merry-go-round — based on the timeless insight that, "Kids want action." That same inspiration has driven 90+ years of innovation, including the introductions of the first fiberglass slide (1963), the 25- foot Mega Tower® (2000s), and the Avalanche Inclusive Slide (2015). Our latest advance, the Extreme Generation adventure playground, delivers challenging physical events for kids seeking extreme play. Its design brings play to new heights, with innovative, fully-enclosed skyways that provide elaborate rope-course-inspired activities far above ground, safely adding an element of perceived risk to any play space.

This never-ending dedication to innovation is the reason why, even after more than 90+ years, the Miracle legacy remains focused on building yours. We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.

Let's get you started by envisioning a playground that is meant for your community and right for your budget. It's why our legacy has always been about building yours.

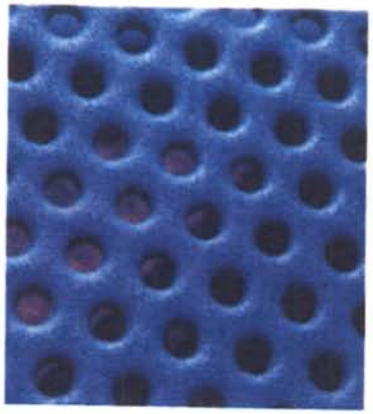
MIRACLE® ADVANTAGE

We believe the experience of building a playground should be as intuitive as playing on it. From design, specification, funding, purchasing and installation, we'll be with you every step of the way. Our customized design process is free because there should never be a charge to dream.



Versalok ®

Our clamp design features a stainless steel, tamper-resistant fastener that eliminates the need for stacking multiple clamps.



Mira-Therm™

This textured vinyl coating for deck surfaces helps prevent rapid heat transfer, while the circle pattern keeps little fingers safe.



Gator Grip ®

The 3D textured pattern makes it easy — and comfortable — for kids to make their next moves.



Compound Resin

Provides superior strength and durability, advanced color fastness and UV resistance.

Safety

We're committed to providing equipment that meets and/ or exceeds the performance safety specifications established by organizations such as ASTM, CPSC, CSA, CPSIA, IPEMA and EN. To verify product certification, visit www.ipema.org.

Component Images



Buddy Rocker

Powered by super-sturdy springs and kids in motion, this inclusive rocker is durable enough to accommodate up to eight children at a time and encourages cooperative play.

Pirouette

Since 1927, when Miracle® Recreation was founded, our team has understood the importance of motion for kids. In the more than 90 years since, Miracle Recreation has continued to create innovative playground spinners. We pride ourselves on offering some of the most creative and thrilling playground spinner options that are designed to get children moving.



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Component Images



Sensory Panel

Designed by a child development expert, the Miracle® Recreation Sensory Panels combine the challenge of a traditional maze with imaginative play that enriches and thrills the senses. Children and adults of all ages and abilities, including those with sensory disabilities, can explore the distinctive textures, shapes and translucent colors of these reconfigurable panels by look and by feel, as a group or individually in their own, unique way.



CLICK HERE TO VIEW Sesnory Panel Video!

MIRACLE playsystems DESIGNING PLAY

Component Images - Climbers

Kids of all ages love to climb, and Miracle® Recreation wants to enhance that love with exciting playground climbers that help take thrills to new levels. We want kids to come to a playground feeling challenged and ready for fun. Our commercial playground climbers do exactly that by allowing kids to scale heights they didn't think were possible. Our variety of options means there's something for every playground, no matter the theme, size, or budget.







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Component Images - Climbers







MIRACLE playsystems DESIGNING PLAY

Component Images - Slides

Slides are a playground classic for a reason. They let kids move, explore new heights and feel the thrill of whooshing through the air down the slide. For more than 90 years, Miracle® Recreation has been creating innovative and thrilling playgrounds, so it should come as no surprise that our playground slides pack plenty of adrenaline and excitement into a traditional playground standby.





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Component Images - Play Panels









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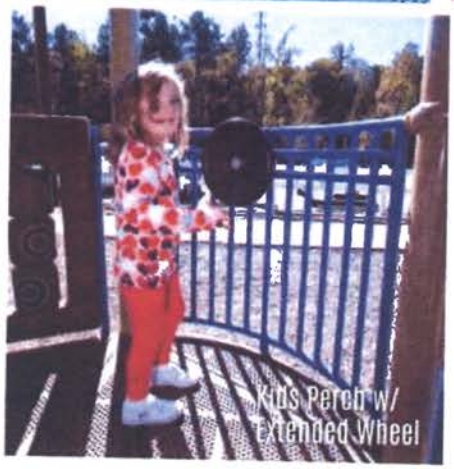
Component Images - Accessories











MIRACLE playsystems DESIGNING PLAY

Long Term Maintenance Services





Miracle Playsystems has an in-house maintenance technician to suit your needs. With our maintenance division we offer a full line of personalized support to assist our clients with the management of their playground equipment safety. Maintaining safe play areas is a big part of our business and will keep your playground looking wonderful for years to come. Services include but not limited to the following: Installation of small parts; Repair plastic slides through welding technique; Repair & install rubber surfacing ; Cleaning and sanitizing playground equipment; CPSI Inspections; Quick turnaround time on scheduling work; Excellent attention to detail providing customer satisfaction; Site visits to assess repair work, take pictures when necessary to send back to office for part verification.

Cleaning and Sanitizing Services

Cleaning and sanitizing services are now available to our clients to not only help with safely re-opening playgrounds during and after the pandemic but to clean and freshen up equipment as well. Our team is equipped with a Brand-NEW Trailblazer commercial pressure washing system to thoroughly clean your equipment.

After the equipment is cleaned, we move on to sanitizing. We use the most powerful electrostatic disinfectant sprayer on the market to apply EPA and CDC approved disinfectants with electrostatic charge to fully coat and disinfect the entire play area.



For more information about our Maintenance and Cleaning and Sanitizing Services please visit: www.miracleplaygroup/maintenance

MIRACLE playsystems DESIGNING PLAY

Wood Fiber Inspection and Re-Spreading

Wood Fiber Surfacing is economical and easy to maintain. The many benefits of Wood Fiber Surfacing include:

- High impact absorbing qualities yet firm, slip resistant surface that, if properly installed, will meet ADA accessibility guidelines
- Reduces injuries after a fall or tumble
- Pure natural material means no negative health or environmental effects
- Environmentally friendly



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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:**

- **August 12, 2021, Regular Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: September 9, 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 REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, August 12, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #05-21/22

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	*(arrived late at 6:07pm)*
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.

President Corina Herrera-Loera opened the meeting by honoring a youth who lost his life due to a senseless act of violence Steven Gutierrez. She said Alum Rock Union School District is celebrating its 90th year serving the Alum Rock community.

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

There were no modifications.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comments:

1) Sandra Rivera said she is TK and kindergarten teacher. She said she spent three hours setting up her classroom and MOT went to her classroom and undid what she had done.

2) Jessica Lovoti said she felt that the district could have done much more regarding safety.

3) Bridgett Collins said she is a teacher and she does feel a lot of anxiety returning to in person. She said she feels she is speaking on behalf of all the teachers.

4) Teodolinda Mendoza said she also wanted to echo what her colleagues have said. She said she would like the district to have more benches at schools for students to eat outside.

5) Loretta Tanner said she works at Cureton Elementary and is teaching fourth/fifth grade. She said she would like to echo the same concerns her colleagues have stated.

6) Adrianne Vane said she is a teacher at Joseph George Middle School and she loves teaching.

7) Sherry Blackman said she loves the school district but does not feel respected as a professional.

8) Kathy Lowry said she has concerns about trying to keep kids in school. She said she is worried about there bring an outbreak.

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

9) Alma Mendoza said she is a teacher at Ryan Elementary. She said the teachers are going for a second year without a contract.

3. Comments and Communications

3.01 Teamsters

Trevor said he is here representing Teamsters and he wanted to greet the Board.

3.02 California School Employee's Association (CSEA)

There was no one from CSEA.

3.03 Alum Rock Educator's Association (AREA)

AREA President, Jocelyn Merz said she appreciated being invited to the celebration of the 90th Anniversary of Alum Rock Union School District serving the community.

3.04 Alum Rock Administrator's Association (ARAA)

Principal, Ivan Montes spoke about the work being done to get schools ready. He commented on events to inform the community.

3.05 Superintendent

Superintendent Bauer expressed words regarding the student's family that recently passed away.

3.06 Board of Trustees/Communications/ Comments

Member Minh Pham commented on the 90th Anniversary of the Alum Rock School District. He thanked his colleagues, Superintendent Bauer, staff, Executive Assistant Patricia Tovar, Director Barbara Campbell, and Senior Executive Assistant Maribel Carrillo for all their work. He commented on the importance of opposing the San Jose Mayor's initiative to impact school districts in San Jose.

Clerk Ernesto Bejarano said although he was unable to attend the 90th Anniversary of Alum Rock School District he expressed words of appreciation. He spoke about the upcoming community meeting.

3. Comments and Communications *(continued)*

Member Linda Chavez thanked the teachers for speaking what is in their hearts and expressed her condolences to those who lost a loved one.

Vice-President Andrés Quintero expressed his condolences for the student who passed away. He spoke about the Reid Hillview Airport to close it. He said there was a study regarding toxins to those who live in the community.

President Corina Herrera-Loera spoke about the importance of the community showing up and speaking up about the Reid Hillview Airport and invited the members of the community to join. She stressed the importance of members of the community wearing their masks and getting vaccinated.

4. Superintendent/ Board Business

4.01 Brief presentation to the Board regarding Parent Square data.

Supervisors Daniel Pena and Jose Chavez gave a PowerPoint presentation on Parent Square data.

Public Comments:

1) Sandra Rivera spoke in favor and thanked the district for Parent Square.

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

Assistant Superintendent Sanchez and Director Barbara Campbell had a PowerPoint presentation on School Reopenings in Alum Rock Union School District.

Public Comments:

1) Lynn White said she is a TK teacher at Linda Vista Elementary. She said on the presentation she did not see any information regarding contact tracing protocol.

2) Jessica Lovoti said she has many unanswered questions regarding quarantine and weekly tests. She asked what kids are doing while they are in quarantine.

3) Kathy Lowry said she works in Sheppard Middle School. She said she is concerned about the modified quarantine.

4) Adriane Vane said she is a teacher. She asked if the teachers quarantine would they lose their sick days.

4. Superintendent/ Board Business *(continued)*

5) Sandra Rivera said most of the windows at the schools have been painted shut and she is unable to open her windows.

6) Jocelyn Merz said she had noticed that on the presentation some safety plans have not been bargained with AREA.

5. Business Services

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

MOTION #01-05 by Vice-President Andrés Quintero to approve Action Item 5.01 as presented. MOTION #01-05 was seconded by Member Minh Pham.

President Corina Herrera-Loera said she did her research and she knows this will benefit students.

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

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

MOTION #02-05 by Member Minh Pham to approve for discussion direct administration to provide a recommendation. MOTION #02-05 was seconded by Member Linda Chavez if we approve.

AMENDED MOTION #03-05 by Member Minh Pham to open for discussion and approve the administration to research and provide a recommendation. MOTION #03-05 was seconded by Member Linda Chavez if we approve.

Clerk Ernesto Bejarano said there are a lot of districts that have multiple legal counsels. He said to use the same process as in the past.

President Corina Herrera-Loera said the motion covers the details.

AMENDED MOTION #04-05 by Member Minh Pham to open for discussion and provide a recommendation using the process we used previously when hiring a legal firm. MOTION #04-05 was seconded by Member Linda Chavez.

5. Business Services *(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. Instructional Services

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

Sandra Garcia said it was recommended by the County Office of Education to change the language throughout the LCAP. She said it was changing anything it is synthesizing the goals. She said for transparency reasons this was brought to the Board.

6.02 Approve Seal of Biliteracy Achievement Awards –Student Recognition.

MOTION #05-05 by Member Minh Pham to approve Action Item 6.02 as presented. MOTION #05-05 was seconded by Vice-President Andrés Quintero.

Director Barbara Campbell spoke about the Seal Biliteracy Achievement Awards.

Principal, Maria Martinez from Adelante I read the names of the winners.

Member Minh Pham congratulated the winners.

Clerk Ernesto Bejarano congratulated the winners for their hard work.

Member Linda Chavez congratulated the students and the parents.

Vice-President Andrés Quintero congratulated the winners and said Alum Rock is preparing students.

President Corina Herrera-Loera thanked all the parents for supporting their children and the students for their hard work.

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

6. Instructional Services *(continued)*

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

MOTION #06-05 by Vice-President Andrés Quintero to approve Action Item 6.03 as presented. MOTION #06-05 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 Approve Next Generation Science Standards Aligned Textbook Adoption (NGSS)- Middle School.

MOTION #07-05 by Vice-President Andrés Quintero to approve Action Item 6.04 as presented. MOTION #07-05 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. Human Resources

7.01 Resignations

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, and 8.07.***

- ***Agenda Item 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*
- ***Agenda Item 8.02*** *Approve the Maxim Healthcare Staffing Services Contract for the 2021-2022 Sy. This is to provide Behavior Therapy and LVN services. Submitted by: Special Education, $172,235 dollars.*
- ***Agenda Item 8.03*** *Approve the Think Together Services 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.*
- ***Agenda Item 8.04*** *Approve the Think Together 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. CONSENT/CONTRACTS OVER $100,000 *(continued)*

- ***Agenda Item 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.*
- ***Agenda Item 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.*
- ***Agenda Item 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 bu: State & Federal Programs, $123,045 dollars.*

MOTION #08-05 by Vice-President Andrés Quintero to approve Agenda Items 8.01, 8.02, 8.03, 8.04, 8.05, 8.06, and 8.08 as presented. MOTION #08-05 was seconded by Member Linda Chavez.

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

9. Contract Extensions over $100,000

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.

MOTION #09-05 by Member Linda Chavez to approve Action Item 9.01 as presented. MOTION #09-05 was seconded by Vice-President Andrés Quintero.

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

10. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 10.01,10.02, 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, and 10.11.***

- ***Agenda Item 10.01*** *Approve Board Meeting Minutes for the following date: 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.*
- ***Agenda Item 10.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 10.03*** *Approve Fundraising Activities.*
- ***Agenda Item 10.04*** *Approve Acceptance of Vendor & Payroll Warrants-June 2021*
- ***Agenda Item 10.05*** *Approve Acceptance of Vendor & Payroll Warrants-July 2021*
- ***Agenda Item 10.06*** *Approve AREA, CSEA, Teamsters, Supervisory and Management/Confidential Calendars, 2021-2022.*
- ***Agenda Item 10.07*** *Approve/Ratify Notices of Employment and Changes of Status/August 12, 2021.*
- ***Agenda Item 10.08*** *Approve Contracts for Professional Services-Firms/Organizations.*
- ***Agenda Item 10.09*** *Approve Memorandum(s) of Understanding (s).*
- ***Agenda Item 10.10*** *Approve Resolution No. 05-21/22 Inventory Disposal.*
- ***Agenda Item 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.*

MOTION #10-05 by Member Minh Pham to approve Agenda Items 10.01,10.02,10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 10.09, 10.10, and 10.11. as presented. MOTION #10-05 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

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 10:27 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 12.08 The appointment of Jose Cortez, Vice Principal at Aptitud Community Academy.

Item 12.09 Mr. Brett Lttrell new CTO effective within a week in order to give notice to his employer.

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 10:29 p.m.

Respectfully submitted,

Ernesto Bejarano, Board Clerk
mc

10.02

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 30, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated September 9, 2021.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: September 9, 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
September 9, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Arts Ed Connect Grants	Materials & Supplies	$ 2,500.00	Linda Vista Elementary
Santa Clara County Office of Ed	Materials & Supplies	$ 1,000.00	Painter Elementary

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: August 30, 2021

Please place the acceptance of these donations totaling $2,500.00 for Linda Vista to be used on art supplies on the consent calendar for the next board meeting.

The donations are comprised of the following:

$2,500.00 check donation from the Arts Ed Connect Grants

Please deposit in donation account: 060 9010 0~~4300~~ 8699 00 1110 1000 000000 020 2158

8/31/21

Thank you,

Rigoberto Gomez

PAINTER ELEMENTARY SCHOOL

500 Rough & Ready Road San Jose, CA 95133 (408) 928-8400 Fax: (408) 928-8401

August 31, 2021

Honorable Board of Trustees
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Dear Board Members:

Please accept the following donation check made to Ben Painter Elementary School from:

Santa Clara County COE	$500.00
Santa Clara County COE	$500.00

The donation check is a donation to our school to be towards art supplies for students to connect to science. Thank you in advance for your approval.

060-9010-0-8699-00-1110-1000-000000-160-2158
CH
8/31/21

Sincerely,

Mr. Joseph Manluco
Principal

/sna

Attachment

10.03

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 30, 2021

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated September 9, 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: September 9, 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
September 9, 2021

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Popcorn Sales	PTA	08/17/21-06/07/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: _____ **(From Financial Plan)**

School Name: ADELANTE DUAL LANGUAGE ACADEMY Date: 06/02/2021

Description of Event: Type POPCORN SALE Vendor _____

Purpose for Event: RAISE MONEY FOR SCIENCE CAMP, SPORTS PROGRAM, YEARBOOK, 8TH GRADE PROMOTION, KINDER PROMOTION

If selling food what are the items: POPCORN Brand and package size: _____

Explain how food is handled/stored prior to or day of event: PARENTS TO POP POPCORN IN POPCORN MACHINE AND BAG IT

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

Proposed Date(s) of Event: Fridays 8/17/21-6/7/22 Time of Event: AFTER SCHOOL

Contact Person: MONICA MARIN/TERESA GONZALEZ

Location of Proposed Activity: IN FRONT OF CAFETERIA

Status of Event (please check one): ☐ New Event ☑ Held previously (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: _____ (Middle Schools must attach minutes)

Student Council Representative: _____ Signature 6/25/21 Date

Principal Approval: Maria Martinez Signature 6/25/21 Date

Reviewed by Business Services: _____ Date: 8/20/2021

- 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: September 2, 2021

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during August month of Fiscal Year 2021/2022.

Total of vendor warrants	$	4,276,424.43
Total of payroll warrants	$	3,599,480.72
Total	**$**	**7,875,905.15**

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

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

To the Board of Trustees: Meeting: September 9, 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: _____

August 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,840,891.30
120	Child Development Fund	$0.00
130	Cafeteria Fund	$43,185.19
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$10,801.59
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	$1,381,546.35
	Subtotal	**$4,276,424.43**
088	Student Body Fund	$0.00
	Total Vendor Warrants	**$4,276,424.43**

	PAYROLL WARRANTS	
	10th of the month	$509,241.21
	EOM Payroll	$3,089,034.93
	AREA EOM	$0.00
	Manual Checks	$1,204.58
	Void Checks	$0.00
	Total Payroll Warrants	**$3,599,480.72**
	Grand Total All Warrants	**$7,875,905.15**

	From	To
AP Warrants used #	4008685	- 4008922
Payroll Direct Deposit Pay Stub used #	4724605	- 4725635
Payroll Checks used #	4402197	- 4402289

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	8/6/2021	4008718	010	$ 1,363.99
	8/16/2021	4008774	010	$ 1,234.29
4IMPRINT INC. Total				**$ 2,598.28**
ACE EMPOWER ACADEMY	8/20/2021	4008816	010	$ 35,016.42
		4008823	010	$ 36,433.00
ACE EMPOWER ACADEMY Total				**$ 71,449.42**
ACTIVE INTERNET TECHNOLOGIES	8/31/2021	4008906	010	$ 18,900.00
ACTIVE INTERNET TECHNOLOGIES Total				**$ 18,900.00**
ADVERTISERS DIRECT INC	8/16/2021	4008775	010	$ 16,340.00
ADVERTISERS DIRECT INC Total				**$ 16,340.00**
AIRGAS, INC.	8/16/2021	4008776	050	$ 45.08
AIRGAS, INC. Total				**$ 45.08**
ALBAELENA MARIA DIAZ TAMAYO	8/27/2021	4008877	130	$ 129.76
ALBAELENA MARIA DIAZ TAMAYO Total				**$ 129.76**
ALPHA BLANCA ALVARADO(ALPHA1)	8/20/2021	4008817	010	$ 166,495.20
		4008824	010	$ 53,023.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 219,518.20**
ALPHA JOSE HERNANDEZ (ALPHA	8/20/2021	4008818	010	$ 123,510.71
		4008825	010	$ 54,068.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 177,578.71**
AMAZON WEB SERVICES INC.	8/31/2021	4008907	010	$ 700.84
AMAZON WEB SERVICES INC. Total				**$ 700.84**
AMAZON.COM LLC	8/6/2021	4008710	010	$ 187.22
	8/13/2021	4008728	010	$ 189.54
	8/20/2021	4008801	060	$ 191.63
	8/27/2021	4008835	060	$ 3,543.00
AMAZON.COM LLC Total				**$ 4,111.39**
AMERICAN FIDELITY ASSURANCE CO	8/31/2021	4008918	010	$ 281.78
AMERICAN FIDELITY ASSURANCE CO Total				**$ 281.78**
AMY ELIZABETH RODRIGUES	8/27/2021	4008848	010	$ 13.44
AMY ELIZABETH RODRIGUES Total				**$ 13.44**
ANDRE BOUDIN BAKERIES	8/13/2021	4008729	010	$ 1,460.63
	8/27/2021	4008836	060	$ 656.14
ANDRE BOUDIN BAKERIES Total				**$ 2,116.77**
APPLE INC.	8/27/2021	4008837	010	$ 985.72
			080	$ 2,950.81
		4008878	010	$ 30,234.00
		4008890	010	$ 3,217.03
APPLE INC. Total				**$ 37,387.56**
ARAMARK UNIFORM & CAREER	8/20/2021	4008788	130	$ 1,017.76
ARAMARK UNIFORM & CAREER Total				**$ 1,017.76**
ARTURO VAZQUEZ	8/6/2021	4008719	010	$ 150.00
ARTURO VAZQUEZ Total				**$ 150.00**
ASSETGENIE INC.	8/27/2021	4008879	010	$ 939.00
		4008891	010	$ 2,100.00
ASSETGENIE INC. Total				**$ 3,039.00**
ASSOCIATION OF CALIFORNIA	8/31/2021	4008919	010	$ 3,094.31

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ASSOCIATION OF CALIFORNIA Total				**$ 3,094.31**
AT&T	8/6/2021	4008687	010	$ 47.75
		4008720	010	$ 97.27
	8/13/2021	4008772	010	$ 2,591.51
	8/27/2021	4008838	010	$ 850.32
		4008880	010	$ 464.67
AT&T Total				**$ 4,051.52**
AXIOM COMMUNICATIONS SYSTEMS	8/13/2021	4008730	050	$ 230.00
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 230.00**
A-Z BUS SALES INC	8/6/2021	4008686	010	$ 230.86
	8/27/2021	4008876	010	$ 191.21
A-Z BUS SALES INC Total				**$ 422.07**
BAY AREA FLOOR MACHINE	8/13/2021	4008753	010	$ 46.99
	8/16/2021	4008777	010	$ 452.35
BAY AREA FLOOR MACHINE Total				**$ 499.34**
BENCHMARK EDUCATION COMPANY	8/27/2021	4008849	060	$ 8,114.53
BENCHMARK EDUCATION COMPANY Total				**$ 8,114.53**
BIOMETRICS4ALL INC.	8/6/2021	4008705	010	$ 19.50
BIOMETRICS4ALL INC. Total				**$ 19.50**
BLUETRITION BRANDS INC.	8/13/2021	4008750	010	$ 591.02
			050	$ 37.67
			130	$ 31.91
	8/30/2021	4008905	010	$ 1,021.28
			050	$ 79.63
			130	$ 25.42
BLUETRITION BRANDS INC. Total				**$ 1,786.93**
BRIDGE WIRELESS INC	8/27/2021	4008892	010	$ 1,460.63
BRIDGE WIRELESS INC Total				**$ 1,460.63**
CALIFORNIA ASSOCIATION OF	8/13/2021	4008731	010	$ 5,250.00
CALIFORNIA ASSOCIATION OF Total				**$ 5,250.00**
CALIFORNIA UNITED MECHANICAL,	8/13/2021	4008754	050	$ 2,576.06
CALIFORNIA UNITED MECHANICAL, Total				**$ 2,576.06**
CAL-STEAM INC.	8/16/2021	4008778	050	$ 455.85
CAL-STEAM INC. Total				**$ 455.85**
CAMBIUM LEARNING INC.	8/27/2021	4008850	060	$ 49,785.48
CAMBIUM LEARNING INC. Total				**$ 49,785.48**
CANON FINANCIAL SERVICES INC.	8/27/2021	4008881	010	$ 140.00
CANON FINANCIAL SERVICES INC. Total				**$ 140.00**
CDW LLC	8/27/2021	4008851	010	$ 82.91
CDW LLC Total				**$ 82.91**
CELLCO PARTNERSHIP	8/6/2021	4008706	010	$ 4,742.80
	8/20/2021	4008802	010	$ 55.45
CELLCO PARTNERSHIP Total				**$ 4,798.25**
CENGAGE LEARNING INC	8/2/2021	4008685	060	$ 217.79
CENGAGE LEARNING INC Total				**$ 217.79**
CHRISTINE GARCIA-COGLIANDRO	8/27/2021	4008882	130	$ 21.88
CHRISTINE GARCIA-COGLIANDRO Total				**$ 21.88**

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CINTAS CORPORATION	8/13/2021	4008755	010	$ 845.10
			050	$ 172.93
	8/16/2021	4008779	010	$ 422.48
			050	$ 84.52
	8/20/2021	4008795	010	$ 452.56
			050	$ 84.52
CINTAS CORPORATION Total				**$ 2,062.11**
CITIZEN SCHOOLS	8/6/2021	4008711	060	$ 26,572.60
CITIZEN SCHOOLS Total				**$ 26,572.60**
COAST 2 COAST COACHING	8/6/2021	4008712	060	$ 121,210.00
COAST 2 COAST COACHING Total				**$ 121,210.00**
COMMITTEE FOR CHILDREN	8/13/2021	4008756	060	$ 4,518.00
COMMITTEE FOR CHILDREN Total				**$ 4,518.00**
CPM EDUCATIONAL PROGRAM	8/13/2021	4008732	060	$ 1,285.69
CPM EDUCATIONAL PROGRAM Total				**$ 1,285.69**
D&S COMMUNICATIONS INC	8/6/2021	4008713	010	$ 1,390.95
D&S COMMUNICATIONS INC Total				**$ 1,390.95**
DAYLIGHT FOODS INC	8/20/2021	4008789	130	$ 3,544.93
DAYLIGHT FOODS INC Total				**$ 3,544.93**
DBA: EARLY LEARNING SOLUTIONS	8/16/2021	4008780	080	$ 5,850.00
	8/27/2021	4008852	060	$ 2,196.00
DBA: EARLY LEARNING SOLUTIONS Total				**$ 8,046.00**
DELL MARKETING L.P.	8/27/2021	4008853	060	$ 40,448.07
DELL MARKETING L.P. Total				**$ 40,448.07**
DELTA DENTAL	8/20/2021	4008803	670	$ 910.08
DELTA DENTAL Total				**$ 910.08**
DOUGHLICIOUS	8/31/2021	4008908	010	$ 543.68
DOUGHLICIOUS Total				**$ 543.68**
E.L. ACHIEVE INC.	8/31/2021	4008909	060	$ 5,000.00
E.L. ACHIEVE INC. Total				**$ 5,000.00**
EDGES ELECTRICAL GROUP LLC	8/13/2021	4008757	050	$ 310.74
EDGES ELECTRICAL GROUP LLC Total				**$ 310.74**
EDPUZZLE	8/27/2021	4008854	060	$ 1,260.00
EDPUZZLE Total				**$ 1,260.00**
EDWIN O ORANTES	8/13/2021	4008758	010	$ 150.00
EDWIN O ORANTES Total				**$ 150.00**
EINSTEIN NOAH RESTAURANT	8/13/2021	4008759	010	$ 220.98
	8/20/2021	4008804	010	$ 1,049.38
	8/27/2021	4008855	010	$ 67.97
			060	$ 76.99
EINSTEIN NOAH RESTAURANT Total				**$ 1,415.32**
ELMER PALANCA MIRANDA	8/13/2021	4008760	010	$ 147.46
ELMER PALANCA MIRANDA Total				**$ 147.46**
ERIN DEVINE	8/27/2021	4008856	080	$ 5,460.00
ERIN DEVINE Total				**$ 5,460.00**
ESGI LLC	8/13/2021	4008733	010	$ 24,240.00
ESGI LLC Total				**$ 24,240.00**

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
FEDERAL EXPRESS	8/6/2021	4008707	010	$ 86.47
	8/13/2021	4008761	010	$ 241.37
FEDERAL EXPRESS Total				**$ 327.84**
FOSTER DAIRY FARMS	8/20/2021	4008790	130	$ 13,444.85
FOSTER DAIRY FARMS Total				**$ 13,444.85**
FRICKE-PARKS PRESS INC	8/16/2021	4008781	010	$ 4,155.02
FRICKE-PARKS PRESS INC Total				**$ 4,155.02**
GEINAH LIM NIERRA	8/13/2021	4008734	080	$ 473.55
GEINAH LIM NIERRA Total				**$ 473.55**
GOLD STAR FOODS	8/20/2021	4008791	130	$ 21,305.81
GOLD STAR FOODS Total				**$ 21,305.81**
HOME DEPOT U.S.A. INC.	8/20/2021	4008796	050	$ 5,931.99
	8/27/2021	4008857	010	$ 158.87
		4008883	010	$ 271.11
	8/31/2021	4008910	010	$ 2,280.90
		4008916	010	$ 3,024.19
HOME DEPOT U.S.A. INC. Total				**$ 11,667.06**
HORIZON DISTRIBUTORS INC	8/13/2021	4008762	050	$ 603.15
	8/20/2021	4008797	050	$ 510.66
HORIZON DISTRIBUTORS INC Total				**$ 1,113.81**
IMAGINE LEARNING INC.	8/27/2021	4008839	060	$ 8,160.00
IMAGINE LEARNING INC. Total				**$ 8,160.00**
INDU LAW GROUP PC	8/27/2021	4008858	010	$ 6,194.80
		4008893	010	$ 250.00
INDU LAW GROUP PC Total				**$ 6,444.80**
INTERNATIONAL ASSOCIATION FOR	8/6/2021	4008703	060	$ 50.00
INTERNATIONAL ASSOCIATION FOR Total				**$ 50.00**
INTERVISION SYSTEMS LLC	8/13/2021	4008735	010	$ 24,530.17
INTERVISION SYSTEMS LLC Total				**$ 24,530.17**
IT MANAGEMENT CORPORATION	8/6/2021	4008708	010	$ 9,124.29
IT MANAGEMENT CORPORATION Total				**$ 9,124.29**
ITSAVVY LLC	8/6/2021	4008721	010	$ 187.92
	8/13/2021	4008736	010	$ 9,610.00
	8/27/2021	4008859	010	$ 2,595.01
		4008894	060	$ 4,013.95
ITSAVVY LLC Total				**$ 16,406.88**
IXL LEARNING INC.	8/27/2021	4008860	060	$ 10,995.00
IXL LEARNING INC. Total				**$ 10,995.00**
JAMES R KELLY	8/20/2021	4008805	010	$ 1,515.00
JAMES R KELLY Total				**$ 1,515.00**
JESS FERNANDEZ	8/20/2021	4008798	050	$ 2,750.00
JESS FERNANDEZ Total				**$ 2,750.00**
JORGE YANIS HERRERA	8/13/2021	4008763	050	$ 209.98
JORGE YANIS HERRERA Total				**$ 209.98**
JOSE VALDES MATH FOUNDATION	8/20/2021	4008806	060	$ 42,750.00
JOSE VALDES MATH FOUNDATION Total				**$ 42,750.00**
JOSEPH J. DELISLE	8/27/2021	4008884	010	$ 1,200.00

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
JOSEPH J. DELISLE Total				**$ 1,200.00**
JUAREZ, ISIDRO	8/6/2021	4008688	050	$ 150.00
JUAREZ, ISIDRO Total				**$ 150.00**
KAISER	8/13/2021	4008764	670	$ 195,866.10
	8/20/2021	4008807	670	$ 261.00
KAISER Total				**$ 196,127.10**
KAISER PERMANENTE	8/23/2021	4008832	670	$ 412.66
KAISER PERMANENTE Total				**$ 412.66**
KEENAN & ASSOCIATES	8/20/2021	4008808	670	$ 116,589.00
KEENAN & ASSOCIATES Total				**$ 116,589.00**
KELLY PAPER COMPANY	8/6/2021	4008689	010	$ 346.72
KELLY PAPER COMPANY Total				**$ 346.72**
KELLY-MOORE PAINT COMPANY INC.	8/16/2021	4008782	050	$ 293.32
KELLY-MOORE PAINT COMPANY INC. Total				**$ 293.32**
KIMOCHIS	8/27/2021	4008840	060	$ 5,321.96
		4008861	060	$ 13,970.14
KIMOCHIS Total				**$ 19,292.10**
KIPP HEARTWOOD ACADEMY	8/20/2021	4008819	010	$ 60,725.78
		4008826	010	$ 63,183.00
KIPP HEARTWOOD ACADEMY Total				**$ 123,908.78**
KIPP PRIZE PREPARATORY ACADEMY	8/20/2021	4008820	010	$ 60,565.66
		4008827	010	$ 63,015.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 123,580.66**
LAKESHORE EQUIPMENT COMPANY	8/27/2021	4008841	060	$ 258.72
LAKESHORE EQUIPMENT COMPANY Total				**$ 258.72**
LANGUAGE PEOPLE INC	8/6/2021	4008701	010	$ 9,875.65
		4008702	010	$ 10,933.57
		4008704	010	$ 14,643.36
	8/13/2021	4008737	010	$ 1,260.00
LANGUAGE PEOPLE INC Total				**$ 36,712.58**
LAZEL INC	8/31/2021	4008911	010	$ 109,525.00
LAZEL INC Total				**$ 109,525.00**
LDP INC	8/13/2021	4008738	060	$ 549.81
LDP INC Total				**$ 549.81**
LEASE SERVICING CENTER INC.	8/6/2021	4008690	060	$ 1,389.66
LEASE SERVICING CENTER INC. Total				**$ 1,389.66**
LETICIA ARRIAGA DE MALDONADO	8/6/2021	4008722	130	$ 13.44
LETICIA ARRIAGA DE MALDONADO Total				**$ 13.44**
LISA MARIE ROGERS	8/27/2021	4008842	010	$ 200.00
LISA MARIE ROGERS Total				**$ 200.00**
LOWES COMPANIES INC.	8/13/2021	4008765	050	$ 11,962.54
LOWES COMPANIES INC. Total				**$ 11,962.54**
MANSON WESTERN CORPORATION	8/13/2021	4008739	080	$ 1,123.60
MANSON WESTERN CORPORATION Total				**$ 1,123.60**
MARICELA GONZALEZ MAGANA	8/6/2021	4008723	130	$ 24.64
MARICELA GONZALEZ MAGANA Total				**$ 24.64**
MCGRAW-HILL EDUCATION INC.	8/13/2021	4008740	060	$ 12,168.40

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MCGRAW-HILL EDUCATION INC.	8/27/2021	4008862	060	$ 3,964.30
MCGRAW-HILL EDUCATION INC. Total				**$ 16,132.70**
MELSON, WILLIAM ENOCH	8/6/2021	4008691	010	$ 607.96
MELSON, WILLIAM ENOCH Total				**$ 607.96**
MID AMERICA ADMINISTRATION	8/31/2021	4008917	010	$ 3,183.86
		4008920	010	$ 3,090.70
MID AMERICA ADMINISTRATION Total				**$ 6,274.56**
MISSION TRAIL ADVISORS LLC	8/27/2021	4008863	210	$ 2,725.00
MISSION TRAIL ADVISORS LLC Total				**$ 2,725.00**
MKO AUTO SERVICE INC.	8/27/2021	4008885	010	$ 1,165.59
MKO AUTO SERVICE INC. Total				**$ 1,165.59**
MOBYMAX LLC	8/31/2021	4008912	060	$ 67,453.50
MOBYMAX LLC Total				**$ 67,453.50**
MONARCH TRUCK SERVICE	8/13/2021	4008741	010	$ 415.90
MONARCH TRUCK SERVICE Total				**$ 415.90**
MUS VIL INC.	8/13/2021	4008742	010	$ 2,299.35
MUS VIL INC. Total				**$ 2,299.35**
N2Y	8/27/2021	4008843	080	$ 3,643.68
N2Y Total				**$ 3,643.68**
NCS PEARSON INC.	8/13/2021	4008766	080	$ 2,342.42
NCS PEARSON INC. Total				**$ 2,342.42**
NEXTEL OF CALIFORNIA INC.	8/6/2021	4008709	010	$ 2,341.75
NEXTEL OF CALIFORNIA INC. Total				**$ 2,341.75**
NGUYEN, TERESA	8/6/2021	4008724	050	$ 75.00
NGUYEN, TERESA Total				**$ 75.00**
NO TEARS LEARNING INC.	8/27/2021	4008844	060	$ 2,756.99
		4008864	060	$ 10,988.68
NO TEARS LEARNING INC. Total				**$ 13,745.67**
NORCAL TRUCK LEASING INC	8/27/2021	4008865	010	$ 166.00
	8/31/2021	4008913	010	$ 134.64
NORCAL TRUCK LEASING INC Total				**$ 300.64**
NORMA P FLORES	8/13/2021	4008767	010	$ 161.33
NORMA P FLORES Total				**$ 161.33**
OFFICE DEPOT	8/6/2021	4008692	010	$ 833.84
			130	$ 1,249.01
	8/13/2021	4008768	010	$ 3,658.18
		4008773	010	$ 261.37
			080	$ 383.80
	8/27/2021	4008866	010	$ 515.24
		4008872	010	$ 1,778.11
		4008873	010	$ 884.69
		4008874	010	$ 1,889.39
		4008875	010	$ 571.41
			080	$ 357.80
		4008895	010	$ 733.94
		4008897	010	$ 324.40
		4008898	010	$ 1,465.28

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	8/27/2021	4008899	010	$ 673.18
			080	$ 113.74
		4008900	010	$ 925.70
		4008901	010	$ 1,652.89
		4008902	010	$ 831.14
		4008903	010	$ 848.55
		4008904	010	$ 890.60
OFFICE DEPOT Total				**$ 20,842.26**
O'REILLY AUTOMOTIVE STORES INC	8/6/2021	4008714	010	$ 257.51
	8/27/2021	4008886	010	$ 14.12
O'REILLY AUTOMOTIVE STORES INC Total				**$ 271.63**
ORLANDI TRAILER	8/13/2021	4008769	050	$ 37.73
ORLANDI TRAILER Total				**$ 37.73**
P & R PAPER SUPPLY COMPANY	8/20/2021	4008792	130	$ 1,365.62
P & R PAPER SUPPLY COMPANY Total				**$ 1,365.62**
PEDRO GRIEGO	8/6/2021	4008725	010	$ 150.00
PEDRO GRIEGO Total				**$ 150.00**
PERSEUS ASSOCIATES	8/6/2021	4008693	010	$ 1,050.00
PERSEUS ASSOCIATES Total				**$ 1,050.00**
PG&E	8/13/2021	4008751	010	$ 142,144.24
PG&E Total				**$ 142,144.24**
POSITIVE PROMOTIONS INC	8/6/2021	4008694	010	$ 161.91
POSITIVE PROMOTIONS INC Total				**$ 161.91**
PRAED FOUNDATION	8/20/2021	4008828	060	$ 420.00
PRAED FOUNDATION Total				**$ 420.00**
PRE-PAID LEGAL SERVICES INC.	8/31/2021	4008921	010	$ 192.10
PRE-PAID LEGAL SERVICES INC. Total				**$ 192.10**
QUADIENT, INC.	8/6/2021	4008695	010	$ 360.97
QUADIENT, INC. Total				**$ 360.97**
RECOLOGY SOUTH BAY	8/13/2021	4008752	010	$ 18,122.05
	8/16/2021	4008783	010	$ 2,181.77
RECOLOGY SOUTH BAY Total				**$ 20,303.82**
REHON & ROBERTS APC	8/20/2021	4008829	010	$ 12,122.00
			210	$ 8,076.59
REHON & ROBERTS APC Total				**$ 20,198.59**
RICK DELONG	8/16/2021	4008784	010	$ 2,470.00
RICK DELONG Total				**$ 2,470.00**
RMC A RAY MORGAN COMPANY	8/6/2021	4008715	130	$ 985.52
RMC A RAY MORGAN COMPANY Total				**$ 985.52**
ROBINSON CREATIVE INC.	8/20/2021	4008809	010	$ 12,020.02
ROBINSON CREATIVE INC. Total				**$ 12,020.02**
ROCKETSHIP FUERZA	8/20/2021	4008821	010	$ 90,019.40
		4008830	010	$ 92,735.00
ROCKETSHIP FUERZA Total				**$ 182,754.40**
ROCKETSHIP SI SE PUEDE	8/20/2021	4008822	010	$ 55,499.37
		4008831	010	$ 57,745.00
ROCKETSHIP SI SE PUEDE Total				**$ 113,244.37**

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RODAN ENTERPRISES INC.	8/27/2021	4008887	010	$ 479.40
RODAN ENTERPRISES INC. Total				**$ 479.40**
ROSA GONZALEZ	8/27/2021	4008845	010	$ 273.50
ROSA GONZALEZ Total				**$ 273.50**
RR DONNELLEY	8/6/2021	4008696	010	$ 609.66
RR DONNELLEY Total				**$ 609.66**
S&S WORLDWIDE INC	8/27/2021	4008867	010	$ 39.00
S&S WORLDWIDE INC Total				**$ 39.00**
SAN JOAQUIN COUNTY OFFICE	8/27/2021	4008868	010	$ 2,097.75
SAN JOAQUIN COUNTY OFFICE Total				**$ 2,097.75**
SAN JOSE WATER COMPANY	8/6/2021	4008699	010	$ 80,944.16
SAN JOSE WATER COMPANY Total				**$ 80,944.16**
SAVE MART SUPERMARKETS	8/16/2021	4008785	010	$ 198.80
	8/27/2021	4008846	010	$ 198.88
SAVE MART SUPERMARKETS Total				**$ 397.68**
SCHOLASTIC INC.	8/27/2021	4008888	060	$ 452.86
SCHOLASTIC INC. Total				**$ 452.86**
SCHOOL HEALTH CORPORATION	8/13/2021	4008770	060	$ 313.86
SCHOOL HEALTH CORPORATION Total				**$ 313.86**
SCHOOL MATE	8/27/2021	4008847	060	$ 528.00
SCHOOL MATE Total				**$ 528.00**
SCHOOL SERVICES OF CALIFORNIA	8/13/2021	4008743	010	$ 680.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 680.00**
SEESAW LEARNING INC	8/31/2021	4008914	060	$ 45,075.00
SEESAW LEARNING INC Total				**$ 45,075.00**
SELF INSURED SCHOOLS OF	8/20/2021	4008793	670	$ 819,504.00
SELF INSURED SCHOOLS OF Total				**$ 819,504.00**
SERVICE STATION SYSTEMS	8/27/2021	4008889	050	$ 550.00
SERVICE STATION SYSTEMS Total				**$ 550.00**
SEVERIN INTERMEDIATE HOLDINGS	8/13/2021	4008744	010	$ 168,231.86
SEVERIN INTERMEDIATE HOLDINGS Total				**$ 168,231.86**
SF CABLE INC.	8/20/2021	4008810	060	$ 369.50
SF CABLE INC. Total				**$ 369.50**
SFCC INTERMEDIATEHOLDINGS INC	8/20/2021	4008811	010	$ 95.88
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 95.88**
SILICON VALLEY EDUCATION	8/20/2021	4008812	010	$ 160,000.00
			060	$ 32,000.00
SILICON VALLEY EDUCATION Total				**$ 192,000.00**
SILVIA ULLOA	8/6/2021	4008726	130	$ 24.64
SILVIA ULLOA Total				**$ 24.64**
SONJA BIGGS EDUCATIONAL SVCS	8/6/2021	4008700	080	$ 4,485.65
	8/20/2021	4008813	080	$ 4,485.65
SONJA BIGGS EDUCATIONAL SVCS Total				**$ 8,971.30**
SPURR	8/20/2021	4008814	010	$ 2,338.54
SPURR Total				**$ 2,338.54**
STLR CORPORATION	8/13/2021	4008745	010	$ 1,400.00
STLR CORPORATION Total				**$ 1,400.00**

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SUNBELT STAFFING LLC	8/27/2021	4008869	080	$ 10,432.00
SUNBELT STAFFING LLC Total				**$ 10,432.00**
SUPER DUPER INC	8/13/2021	4008746	080	$ 246.92
SUPER DUPER INC Total				**$ 246.92**
SYSCLOUD INC.	8/13/2021	4008747	010	$ 7,000.00
SYSCLOUD INC. Total				**$ 7,000.00**
TAG/AMS. INC.	8/6/2021	4008697	010	$ 267.00
TAG/AMS. INC. Total				**$ 267.00**
TARGET SPECIALTY PRODUCTS	8/20/2021	4008799	050	$ 1,772.05
TARGET SPECIALTY PRODUCTS Total				**$ 1,772.05**
TEACHERS' CURRICULUM	8/27/2021	4008870	060	$ 7,116.68
TEACHERS' CURRICULUM Total				**$ 7,116.68**
TEAMSTERS LOCAL #150	8/31/2021	4008922	010	$ 9,638.00
TEAMSTERS LOCAL #150 Total				**$ 9,638.00**
TEAMSTERS MANAGED TRUST FUNDS	8/12/2021	4008727	670	$ 217,860.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 217,860.00**
THE AUDACITY PERFORMING ARTS	8/6/2021	4008698	060	$ 26,533.00
THE AUDACITY PERFORMING ARTS Total				**$ 26,533.00**
THINK TOGETHER	8/6/2021	4008716	060	$ 112,194.00
THINK TOGETHER Total				**$ 112,194.00**
TURF STAR	8/16/2021	4008786	050	$ 492.00
TURF STAR Total				**$ 492.00**
TUTORWORKS INC.	8/6/2021	4008717	060	$ 51,087.96
TUTORWORKS INC. Total				**$ 51,087.96**
U.S. BANK	8/23/2021	4008833	010	$ 14.00
	8/25/2021	4008834	010	$ 2,963.64
U.S. BANK Total				**$ 2,977.64**
UNITED PARCEL SERVICE	8/20/2021	4008815	010	$ 165.00
UNITED PARCEL SERVICE Total				**$ 165.00**
UNITED REFRIGERATION INC.	8/20/2021	4008800	050	$ 282.00
UNITED REFRIGERATION INC. Total				**$ 282.00**
UNITEDHEALTHCARE INSURANCE	8/20/2021	4008794	670	$ 18,196.00
UNITEDHEALTHCARE INSURANCE Total				**$ 18,196.00**
UPKEEP TECHNOLOGIES INC.	8/13/2021	4008748	010	$ 25,080.00
UPKEEP TECHNOLOGIES INC. Total				**$ 25,080.00**
VILLALOBOS, SARAH COTA	8/27/2021	4008871	010	$ 204.18
VILLALOBOS, SARAH COTA Total				**$ 204.18**
VISION SERVICE PLAN	8/13/2021	4008771	670	$ 11,887.51
VISION SERVICE PLAN Total				**$ 11,887.51**
W.W. GRAINGER INC.	8/16/2021	4008787	050	$ 47.95
W.W. GRAINGER INC. Total				**$ 47.95**
WEX Health Inc	8/13/2021	4008749	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WOWZY CREATION CORP.	8/31/2021	4008915	010	$ 2,765.66
WOWZY CREATION CORP. Total				**$ 2,765.66**
ZOO PHONICS INC	8/27/2021	4008896	060	$ 99.00
ZOO PHONICS INC Total				**$ 99.00**

AP Check Register - Pivot Table Summary by Vendor
August 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
Grand Total				**$ 4,276,424.43**

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: Date: August 31, 2021

Subject: **Santa Clara County Treasury Investment Portfolio Status**

Staff Analysis: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2021 is submitted for the Board of Trustee's review and acceptance.

Recommendation: Staff recommends that the Board of Trustees approve the SCC Investment Portfolio Report as of June 30, 2021.

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

To the Board of Trustees:

Recommend Approval

10.05
Agenda Placement

Meeting: September 9, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

DocuSign Envelope ID: CA3B92A9-F307-474F-8DC8-BBD7131B78F

County of Santa Clara

Finance Agency
Controller-Treasurer Department

County Government Center
70 W. Hedding Street, East Wing, 2nd Floor
San Jose, California 95110-1705
(408) 299-5200 FAX (408) 288-9237

August 30, 2021

Submitted by: DocuSigned by: Margaret Olaiya 88C2... Margaret Olaiya, Acting Finance Director

TO: BOARD OF TRUSTEES, SANTA CLARA COUNTY SCHOOL DISTRICTS
BOARDS OF DIRECTORS, SANTA CLARA COUNTY SPECIAL PURPOSE DISTRICTS

FROM: MARIA OBERG, ASSISTANT CONTROLLER-TREASURER DocuSigned by: Maria Oberg 9ABA3FDE7592488...

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the June 30, 2021 Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2021 is submitted for your review and acceptance.

The attached detailed investment reports list each investment of the County Treasury Pool, as well as individual reports for specific investment funds that each school district or special district has in the County Treasury. The reports include the respective purchase and maturity dates, par value, amortized cost, market value, and yield to maturity for each investment.

A summary of market value versus cost is provided below for Commingled Investments of the County Pool.

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 9,828,655,640	$ 9,867,890,267	$ 39,234,627	0. 40%

Board of Supervisors: Mike Wasserman, Cindy Chavez, Otto Lee, Susan Ellenberg, Joe Simitian
County Executive: Jeffrey Smith

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The yield of the Pool on June 30, 2021 was .76%. As a comparison, on June 30, 2021 the yield of a 6-month Treasury Bill was .05%. A two-year Treasury Note was .25%. The State of California Local Agency Investment Fund (LAIF) yield was .26%.

Attached with the current investment strategy is a schedule that lists the average weighted maturities and yield for the Commingled Investment Pool. Charts outlining investment concentration and distribution of bond maturities are provided for the Pool. Also included is a chart showing the one-year history of the Pool along with interest rates offered by selected comparable instruments.

Securities are purchased with the expectation that they will generally be held to maturity, hence unrealized gains or losses are not reflected in the yield calculations.

The market values of Pool securities were taken from pricing services provided by Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

A combination of maturing securities, new revenues, and tax receipts will adequately cover the anticipated cash flow needs for the next six months. Cash flows are continually monitored and are considered paramount in the selection of securities purchased for the Pool.

Attachments:

June 30, 2021 Quarterly Investment Report

DocuSign Envelope ID: CA3B92A9-F307-474F-8DC8-BBD7131187BF

Quarterly Investment Report

June 30, 2021

DocuSign Envelope ID: CA3B92A9-F307-474F-8DC8-BBD7131187F

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Quarterly Investment Report
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Board of Supervisors: Mike Wasserman, Cindy Chavez, Dave Cortese, Susan Ellenberg, S. Joseph Simitian

County Executive: Jeffrey V. Smith

DocuSign Envelope ID: CA3B92A9-F307-474F-8DC8-BBD7131187BF

Santa Clara County Commingled Pool and Segregated Investments

June 30, 2021

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$9,828,655,640	$9,867,890,267	$39,234,627	0.40%
Worker's Compensation	$29,837,748	$30,116,823	$279,075	0.94%
Park Charter Fund	$4,394,421	$4,415,177	$20,755	0.47%
San Jose-Evergreen	$21,086,749	$21,284,360	$197,611	0.94%
Medical Malpractice Insurance Fund (1)	$9,709,404	$9,896,153	$186,749	1.92%
Total	**$9,893,683,962**	**$9,933,602,779**	**$39,918,817**	**0.40%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2021			2020
	Apr 30	May 31	Jun 30	Jun 30
Commingled Investment Pool	0.77%	0.74%	0.76%	1.55%
Worker's Compensation	1.42%	1.41%	1.41%	1.39%
Weighted Yield	**0.77%**	**0.74%**	**0.76%**	**1.55%**

*Yield to maturity (YTM) is the rate of return paid on a bond, note, or other fixed income security if the investor buys and holds it to its maturity date and if the coupon interest paid over the life of the bond is reinvested at the same rate as the coupon rate. The calculation for YTM is based on the coupon rate, length of time to maturity, and market price at time of purchase.

Yield is a snapshot measure of the yield of the portfolio on the day it was measured based on the current portfolio holdings on that day. This is not a measure of total return, and is not intended to be, since it does not factor in unrealized capital gains and losses and reinvestment rates are dependent upon interest rate changes

**Cost Value is the amortized book value of the securities as of the date of this report.

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Santa Clara County Commingled Pool and Segregated Investments

Portfolio Strategy

June 30, 2021

Gross domestic product (GDP), the broadest measure of U.S. goods and services produced, grew at 6.5 percent annual rate in the second quarter, just slightly higher than the 6.3 percent growth rate in the first three months of the year. Progress on vaccinations which led to a reopening of the economy, robust consumer spending and accommodative monetary and fiscal policy were all critical factors fueling the economy's expansion. Personal consumption which exceeded forecasts posted an annualized 11.8 percent gain in the second quarter, the second largest gain since 1952. Despite solid recovery progress, effects of the Covid-19 pandemic continue to weigh on the U.S. economy. Employment levels remains well below pre-pandemic levels. The unemployment rate stood at 5.9 percent as of June 30th, well above the 3.5 percent reached in February 2020, just prior to the pandemic. Furthermore, the level of employment as measured by the Labor Department's household survey is still 6.76 million jobs short of what it was before the onset of the virus.

Demand for goods and services is robust. Strong consumer balance sheets, pent-up demand particularly for activities like eating out and traveling and robust private investment which includes both capital spending and housing are underpinning demand and rapid acceleration in consumer spending. Owing partly to government stimulus checks, spending on goods has already exceeded pre-pandemic levels. Recently, outlays have increasingly shifted to the pandemic-battered service sector. Purchases of goods and services increased in June by 1 percent from a month earlier, following a downwardly revised 0.1 percent drop in May according to the Commerce Department.

Elevated demand paired with supply bottlenecks and capacity constraints are pushing prices higher. Rapid acceleration in demand is outpacing supply in numerous industry niches and is creating an inflation concern for economists who fear rising prices will result from this demand/supply imbalance.

In certain sectors, consumer demand has largely outpaced businesses' ability to hire. To try to lure workers back, many restaurant operators and other hospitality businesses are raising wages, offering signing perks and rethinking scheduling practices to make the work more flexible and predictable. Evidence of wage growth is tangible. The June employment report showed a hefty 2.3 percent increase from the prior month in non-supervisory workers' average hourly earnings in the leisure and hospitality industry. Overall average earnings rose only 0.3 percent last month.

Ample anecdotal evidence underscores the inability of companies to find sufficient workers. The lack of job candidates prevented some firms from increasing output, and less commonly, led some businesses to reduce their hours of operation. Job openings remain at record highs, with businesses reporting 9.2 million available positions in May 2021, which was 2 million more than in February 2020. The current worker shortage is generally attributable to expanded unemployment benefits, limited availability of child care, more retirements than expected, voluntary withdrawal of potential workers from the work place and corona virus concerns.

Surges in demand also have overwhelmed transport hubs including ports, generating logjams and increasing logistics costs. Such supply constraints already have led to an increase in prices of goods including lumber, motor vehicles and appliances. U.S. manufacturing expanded at a softer nevertheless solid pace in the second quarter as producers dealt with persistent bottlenecks and input shortages. Shortages of semi-conductors, key components for in-car touchscreens and other functions like power steering stunted auto sales growth. Global output of new vehicles in the first quarter was down more than 2 million units compared to the same period in 2019.

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Santa Clara County Commingled Pool and Segregated Investments

Portfolio Strategy

June 30, 2021

The personal consumption expenditures price index excluding food and energy costs, considered the preferred inflation gauge for Federal Reserve policy makers, has been trending higher, a reflection of higher prices. The index increased at an annualized rate of 6.1 percent in the second quarter, the largest posted gain since 1983 and a rate well, in excess of the 2 percent inflation goal set by policy makers.

So far, Federal Reserve policy makers have not viewed recent spikes in inflation as a concern. Policy makers contend inflation pressures will dissipate quickly since a substantial portion comes from categories directly affected by the reopening of the economy and pandemic driven shifts in demand. This assessment is underscored by the period ending June 30th, in which 52 percent of price increases from the prior month were restricted to six components; used cars, rental cars, vehicle insurance, lodging, airfares and food away from the home- all sectors worst affected by the pandemic.

Federal Reserve policy makers continue to hold the target range for its benchmark policy rate unchanged at zero to 0.25 percent, where it has been since March 2020. They expect to keep rates near zero until 2023. Policy makers have also pledged to maintain asset purchases at a $120 billion monthly pace to support financial markets.

The pace of U.S. hiring accelerated in June 2021, with payrolls increasing by the most in 10 months. The gain in payrolls for April and May, although strong, fell below expectations. Demand for labor remains robust as employers struggle to keep pace with strengthened demand from consumers and business. In June, nonfarm payrolls increased by 850,000 last, bolstered by strong job gains in leisure and hospitality. This sector created 343,000 jobs, far outpacing other parts of the economy. June payrolls were also bolstered by a 188,000 gain in government payrolls. State and local government education employment rose about 230,000, boosted by seasonal adjustments to offset the typical declines seen at the end of the school year. The unemployment rate increased slightly to 5.9 percent from 5.6 percent the prior month. The uptick was the result of more workers voluntarily leaving their jobs and an increase in the number of job seekers.

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Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

June 30, 2021

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 0.76 and the weighted average life is 615 days.

Liquidity Adequacy

The County Treasurer believes the Commingled Pool contains sufficient cash flow from liquid and maturing securities, bank deposits and incoming cash to meet the next six months of expected expenditures.

Review and Monitoring

FHN Financial Main Street Advisors, the County's investment advisor, currently monitors the Treasury Department's investment activities.

Additional Information

Securities are purchased with the expectation that they will be held to maturity, so unrealized gains or losses are not reflected in the yield calculations.

The market values of securities were taken from pricing services provided by the Bank of New York Mellon, Bloomberg Analytics, dealer quotes, and an independent pricing service.

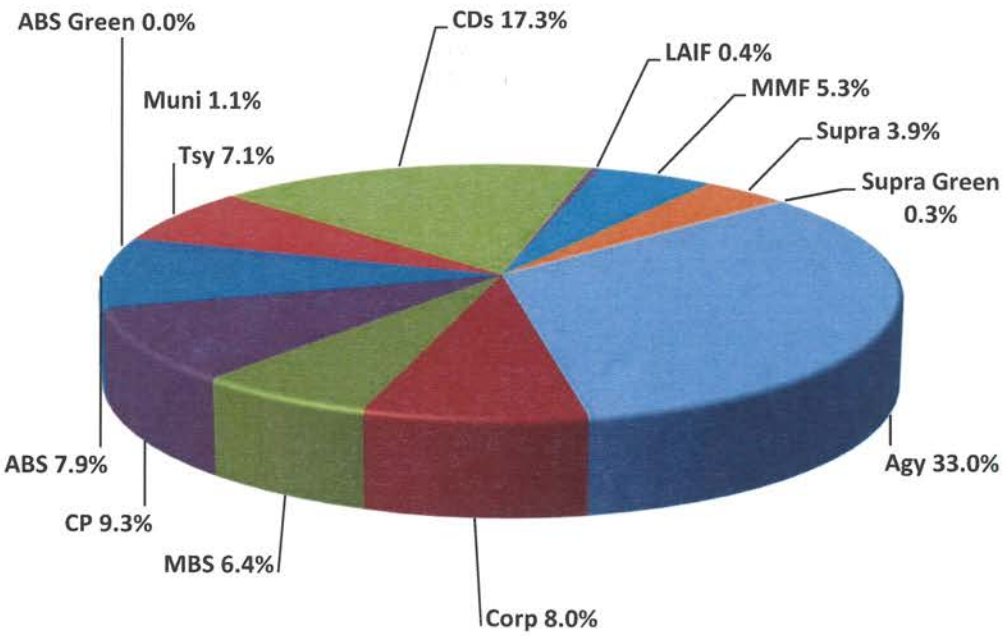
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Santa Clara County Commingled Pool

Allocation by Security Types

June 30, 2021

Sector	6/30/2021	3/31/2021	% Chng
Federal Agencies	33.05%	34.47%	-1.4%
Corporate Bonds	8.00%	6.88%	1.1%
Mortgage Backed Securities	6.44%	6.45%	0.0%
Commercial Paper	9.30%	7.82%	1.5%
ABS	7.85%	7.86%	0.0%
ABS Green Bonds	0.00%	0.00%	0.0%
Municipal Securities	1.14%	1.30%	-0.2%
U.S. Treasuries	7.07%	8.28%	-1.2%
Negotiable CDs	17.30%	16.81%	0.5%
LAIF	0.44%	0.46%	0.0%
Money Market Funds	5.27%	5.40%	-0.1%
Supranationals	3.89%	4.00%	-0.1%
Supranationals Green Bonds	0.25%	0.27%	0.0%
Total	100.00%	100.00%	



Sector	6/30/2021	3/31/2021
Federal Agencies	3,248,259,300	3,204,259,426
Corporate Bonds	786,523,678	639,648,203
Mortgage Backed Securities	632,581,713	599,601,960
Commercial Paper	914,553,368	726,665,981
ABS	771,572,592	730,568,081
ABS Green Bonds	-	-
Municipal Securities	112,273,805	121,137,571
U.S. Treasuries	694,767,468	769,315,811
Negotiable CDs	1,700,000,000	1,563,019,761
LAIF	43,126,043	43,078,980
Money Market Funds	518,083,841	501,960,774
Supranational	381,913,832	372,134,661
Supranationals Green Bonds	25,000,000	25,000,000
Total	9,828,655,640	9,296,391,209

Amounts are based on book value

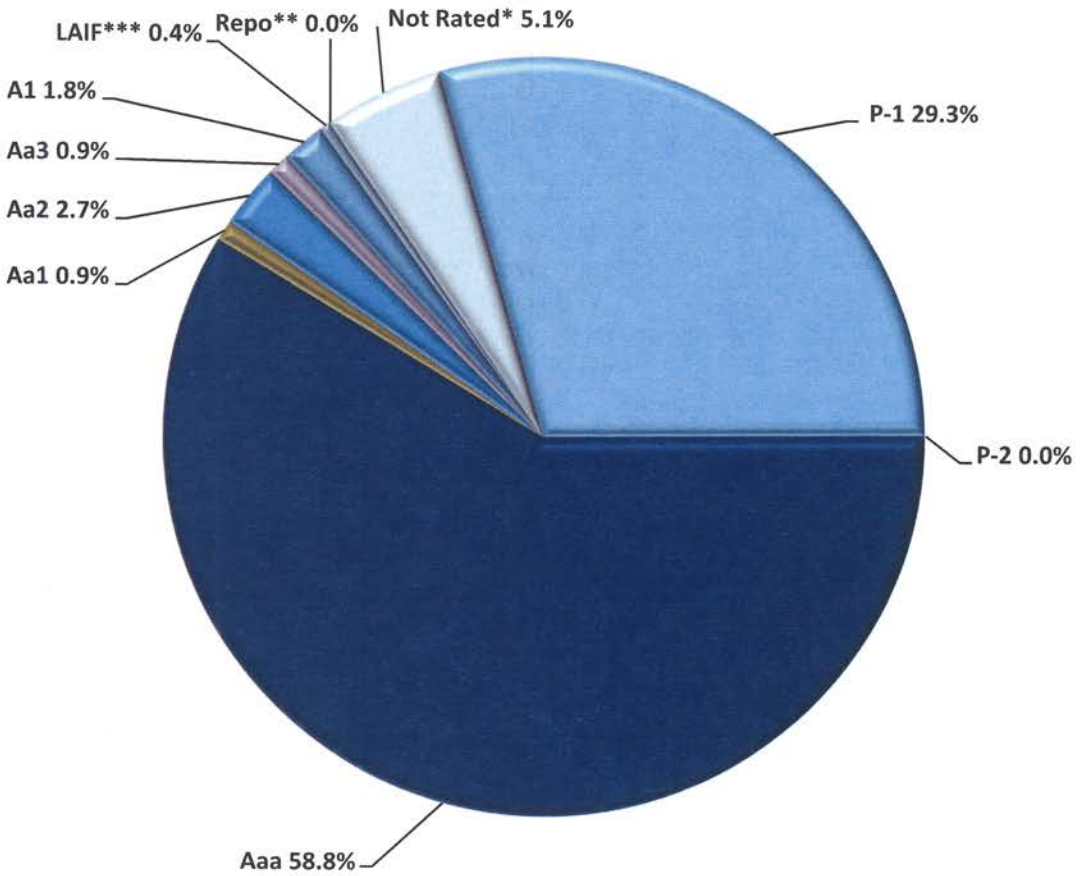
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Santa Clara County Commingled Pool

Allocation by Ratings

June 30, 2021

Moody's Rating	Portfolio $	Portfolio %
P-1	2,879,323,468	29.3%
P-2	-	0.0%
Aaa	5,779,092,554	58.8%
Aa1	86,807,144	0.9%
Aa2	264,587,981	2.7%
Aa3	92,560,428	0.9%
A1	181,225,060	1.8%
A2	-	0.0%
A3	-	0.0%
LAIF***	43,126,043	0.4%
Repo**	-	0.0%
Not Rated*	501,932,962	5.1%
Total	9,828,655,640	100.0%



*Not Rated by Moody's but A-1+ by S&P

**Repurchase Agreements are not rated, but are collateralized by U.S. Treasury securities or securities issued by the Federal Agencies of the U.S.

***LAIF is not rated, but is comprised of State Code allowable securities

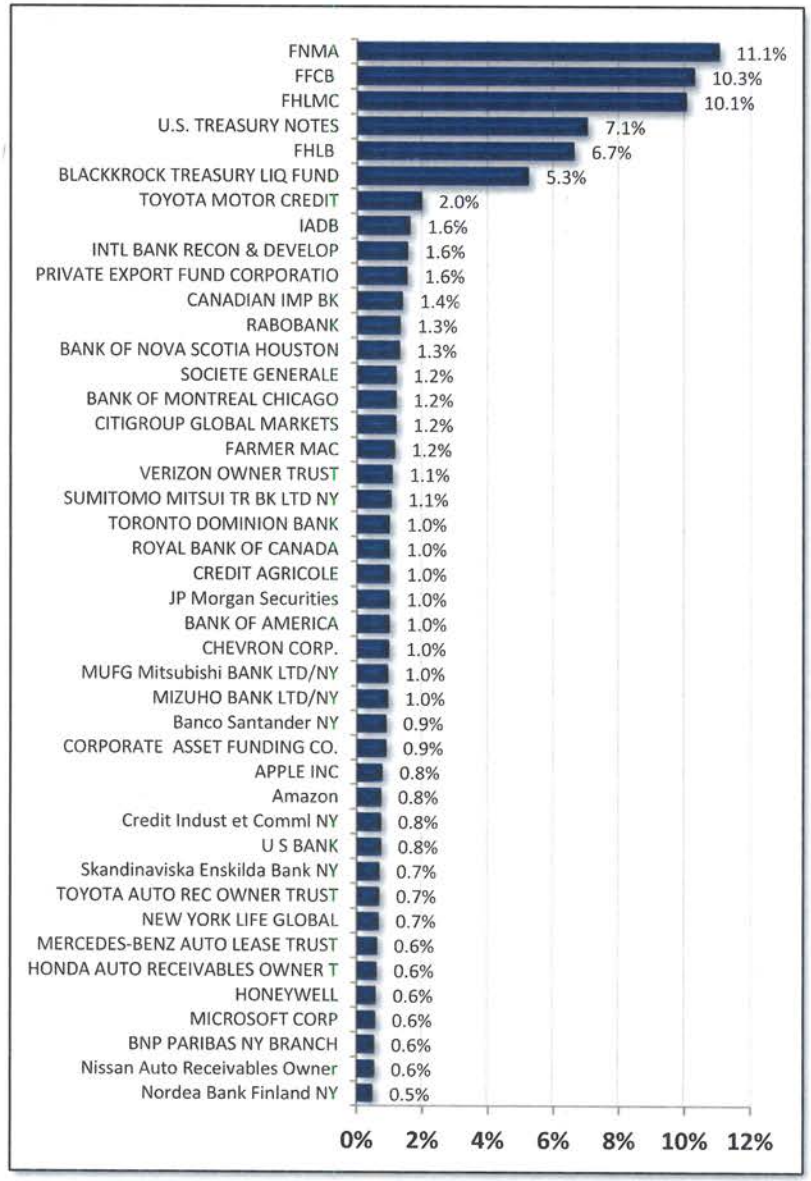
Amounts are based on book values

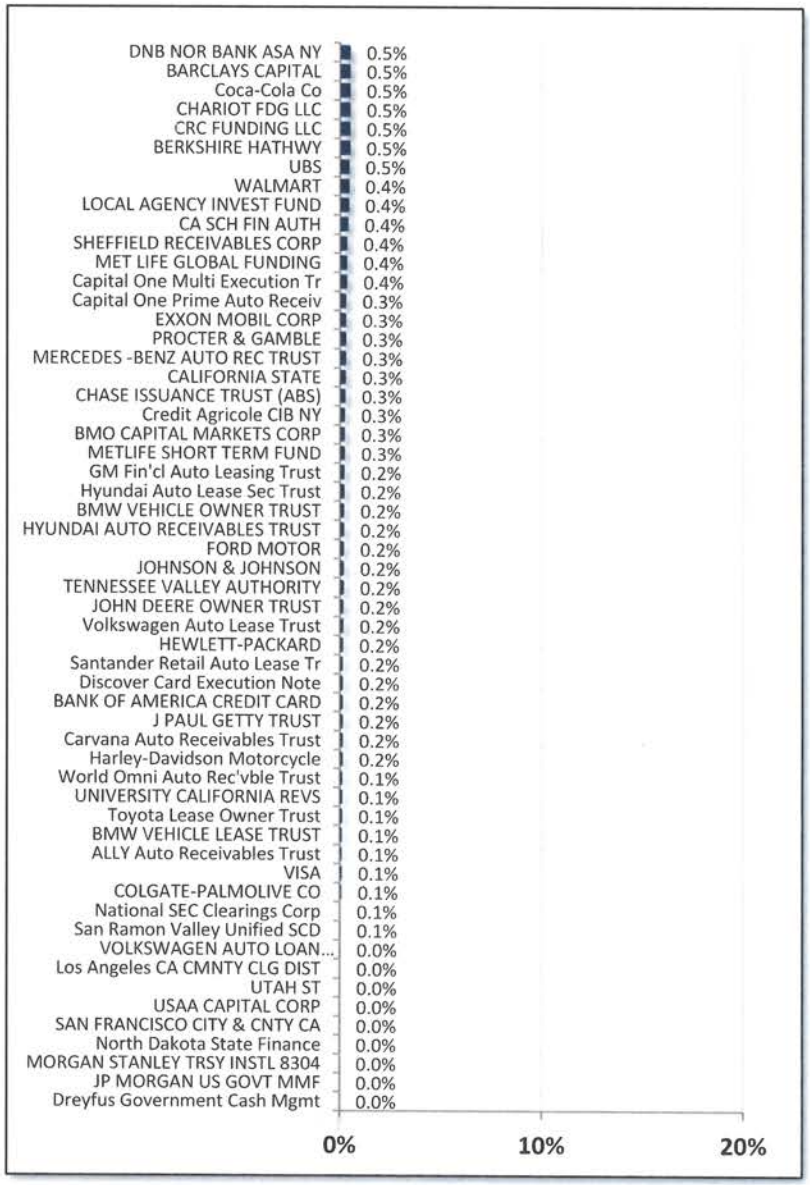
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Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

June 30, 2021





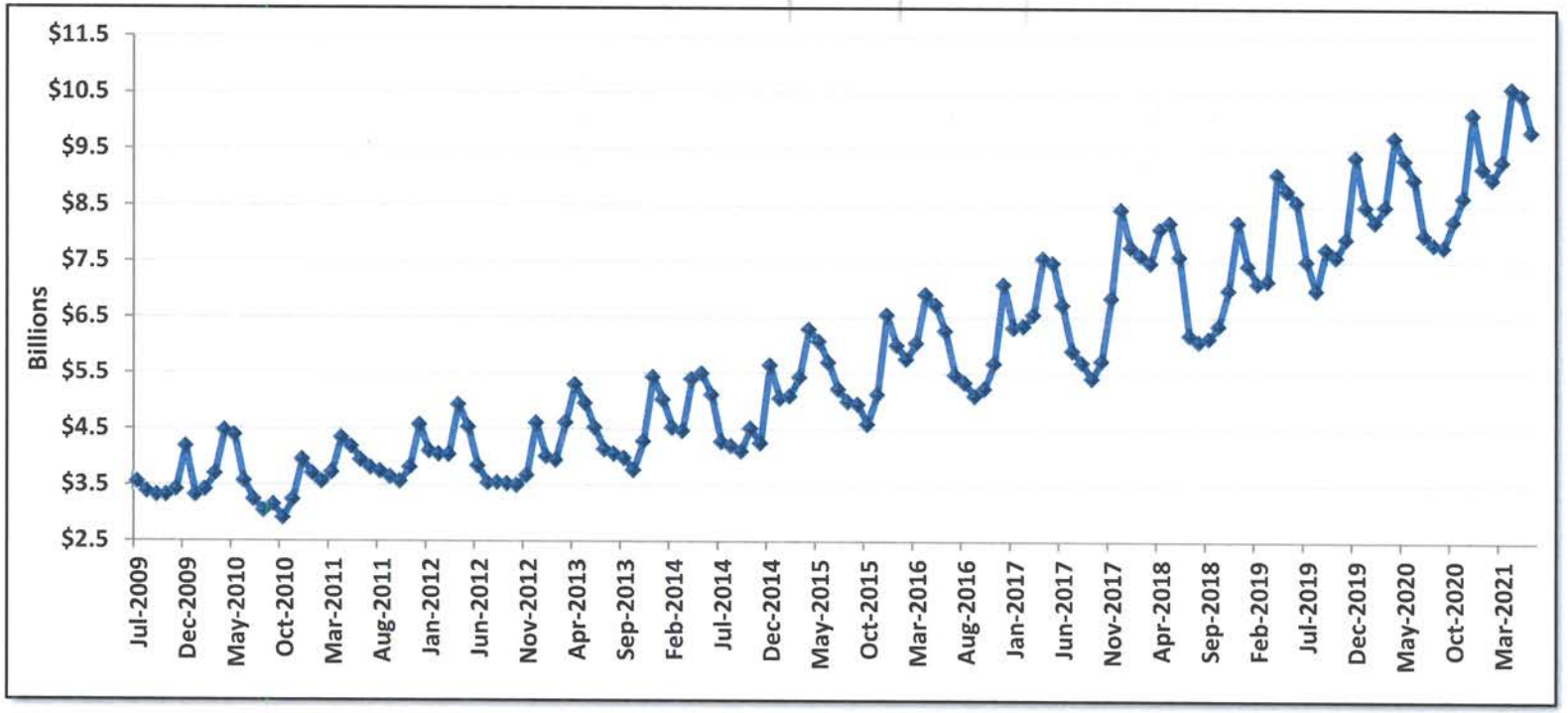
Amounts are based on book values

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Santa Clara County Commingled Pool

Historical Month End Book Values

June 30, 2021



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2011	$3.230	$3.032	$3.143	$2.898	$3.227	$3.943	$3.695	$3.551	$3.712	$4.339	$4.179	$3.935
FY 2012	$3.801	$3.736	$3.637	$3.555	$3.805	$4.567	$4.097	$4.040	$4.032	$4.926	$4.525	$3.833
FY 2013	$3.508	$3.517	$3.515	$3.469	$3.645	$4.600	$3.918	$3.982	$4.606	$5.286	$4.952	$4.521
FY 2014	$4.133	$4.052	$3.975	$3.758	$4.271	$5.419	$5.019	$4.520	$4.461	$5.386	$5.487	$5.108
FY 2015	$4.267	$4.194	$4.096	$4.051	$4.247	$5.639	$5.045	$5.085	$5.420	$6.284	$6.065	$5.690
FY 2016	$5.212	$4.990	$4.941	$4.587	$5.120	$6.543	$5.997	$5.752	$6.040	$6.911	$6.728	$6.263
FY 2017	$5.469	$5.328	$5.088	$5.220	$5.671	$7.082	$6.319	$6.348	$6.550	$7.556	$7.469	$6.730
FY 2018	$5.898	$5.689	$5.408	$5.720	$6.850	$8.427	$7.754	$7.608	$7.472	$8.079	$8.192	$7.584
FY 2019	$6.180	$6.068	$6.127	$6.350	$6.987	$8.199	$7.425	$7.105	$7.151	$9.054	$8.767	$8.565
FY 2020	$7.510	$6.984	$7.179	$7.583	$7.909	$9.363	$8.487	$8.219	$8.494	$9.705	$9.321	$8.977
FY 2021	$7.976	$7.814	$7.767	$8.234	$8.653	$10.129	$9.174	$8.981	$9.296	$10.594	$10.473	$9.829

Amounts in billions

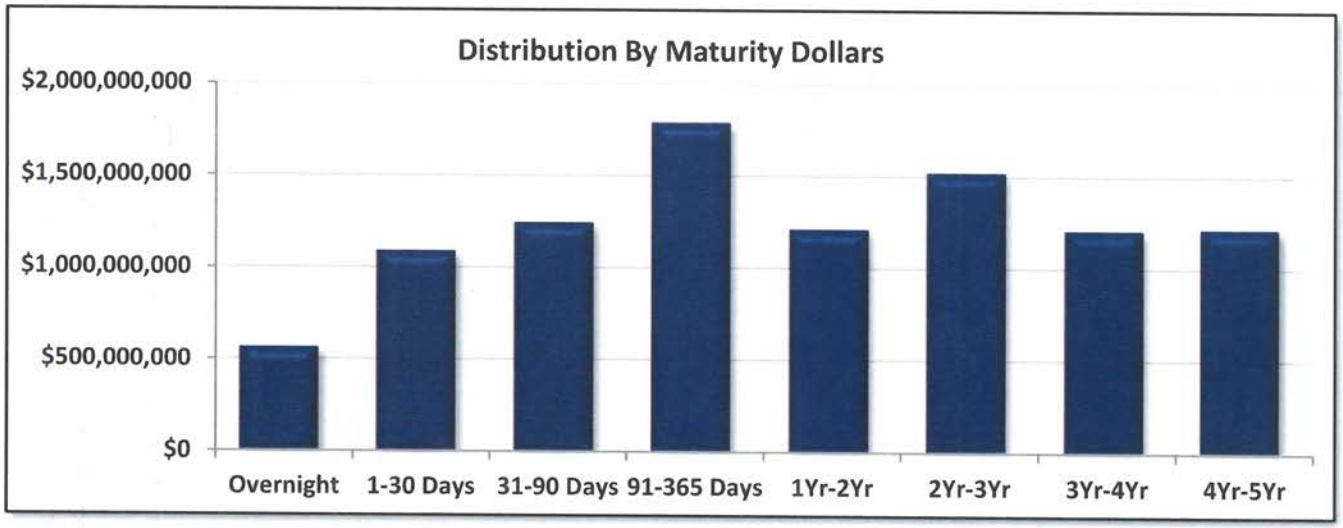
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Santa Clara County Commingled Pool

Distribution by Maturity

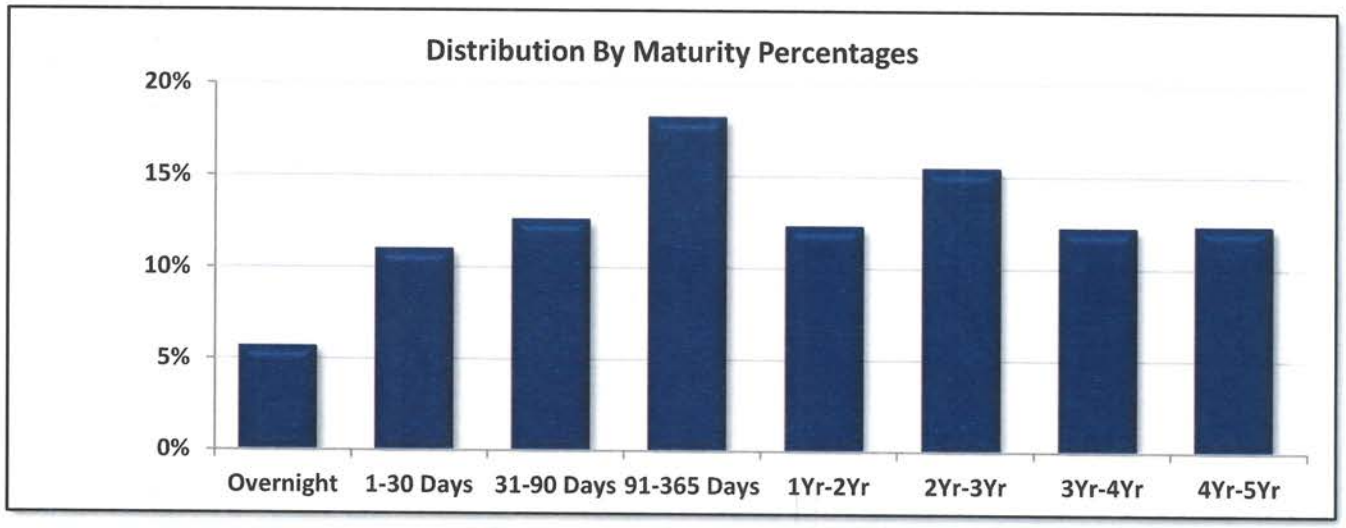
June 30, 2021

Maturity	Amount*
Overnight	561,209,884
1-30 Days	1,085,011,128
31-90 Days	1,243,296,446
91-365 Days	1,788,804,203
1Yr-2Yr	1,209,985,004
2Yr-3Yr	1,519,282,287
3Yr-4Yr	1,205,466,466
4Yr-5Yr	1,215,600,221
	9,828,655,640



Maturity	Amount*
Overnight	5.71%
1-30 Days	11.04%
31-90 Days	12.65%
91-365 Days	18.20%
1Yr-2Yr	12.31%
2Yr-3Yr	15.46%
3Yr-4Yr	12.26%
4Yr-5Yr	12.37%
	100.00%

*Amounts are based on book value

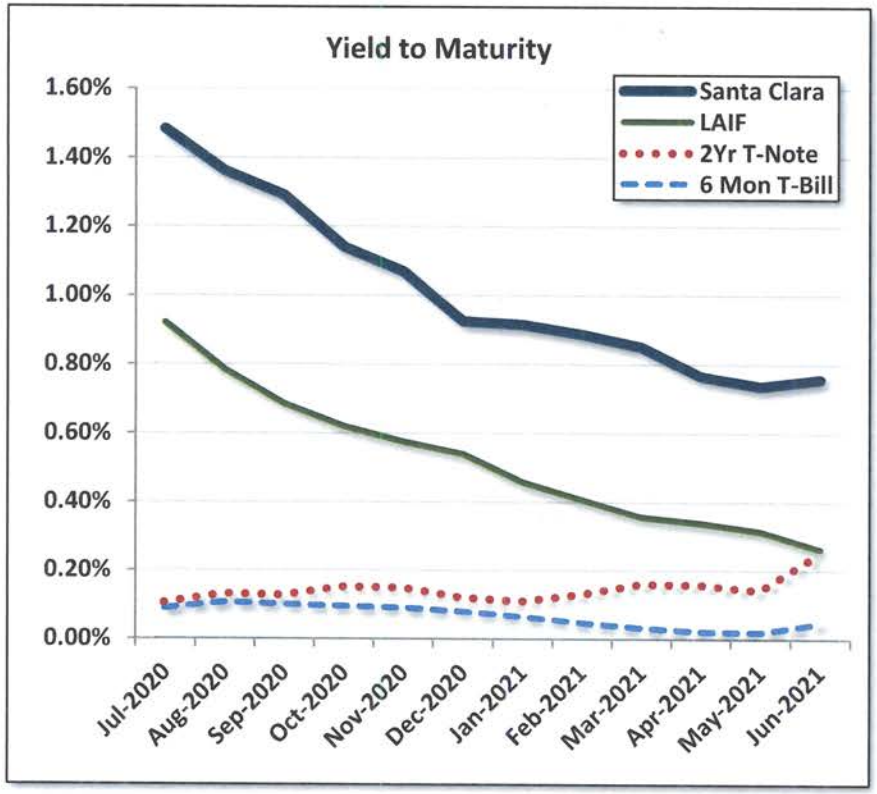


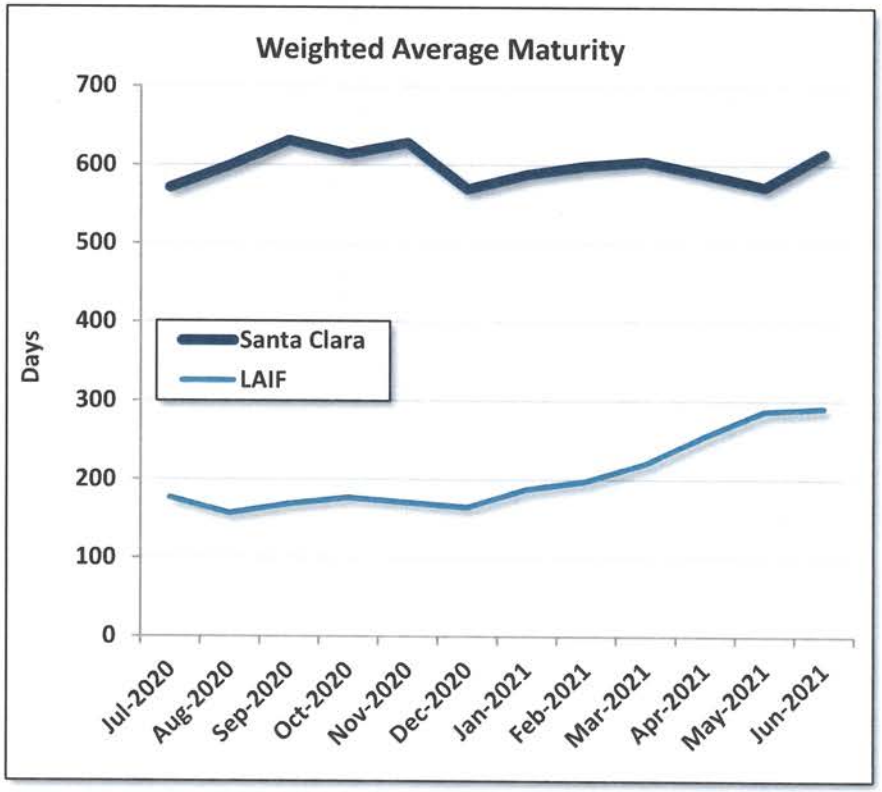
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Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

June 30, 2021





Item	Jul-20	Aug-20	Sep-20	Oct-20	Nov-20	Dec-20	Jan-21	Feb-21	Mar-21	Apr-21	May-21	Jun-21
SCC YTM	1.48%	1.36%	1.29%	1.14%	1.07%	0.92%	0.91%	0.89%	0.85%	0.77%	0.74%	0.76%
LAIF YTM	0.92%	0.78%	0.69%	0.62%	0.58%	0.54%	0.46%	0.41%	0.36%	0.34%	0.32%	0.26%
6 Mon T-Bill	0.09%	0.11%	0.10%	0.10%	0.09%	0.08%	0.07%	0.05%	0.03%	0.02%	0.02%	0.05%
2Yr T-Note	0.11%	0.13%	0.13%	0.15%	0.15%	0.12%	0.11%	0.13%	0.16%	0.16%	0.14%	0.25%
SCC WAM	571	599	631	614	628	569	588	599	605	589	572	615
LAIF WAM	177	157	169	177	171	165	188	198	220	256	287	291

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Santa Clara County

Approved Issuers and Broker/Dealers

June 30, 2021

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

Academy Securities, Inc
Bank of America Merrill Lynch
Barclays Capital, Inc
BMO Capital Markets
BNP Paribas Securities Corp
BNY Mellon Capital Markets, LLC
BOK Financial Securities (Bank of Oklahoma)
Brean Capital LLC
Cantor Fitzgerald & Co
Citigroup Global Markets Inc
Daiwa Capital Markets America Inc
Deutsche Bank Securities Inc
Incapital LLC
Jefferies & Co
JP Morgan Securities, Inc
Keybanc Capital Markets, Inc
Loop Capital Markets LLC
Mizuho Securities USA, Inc
MUFG Securities USA LLC
Raymond James, Inc.
RBC Capital Markets, Inc
UBS Financial Serviec Inc
Vining Sparks LP
Williams Capital

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Santa Clara County Commingled Pool
Compliance with Investment Policy
June 30, 2021

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 24 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $65 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's), issued by domestic corps/depositories	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Mortgage-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	Yes
Asset-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	Yes
Supranational Debt Obligations	Sector limit 10%, max maturity 5 years, issued or unconditionally gauranteed by the IBRD, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

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Santa Clara County Commingled Pool

Allocation by Security Types

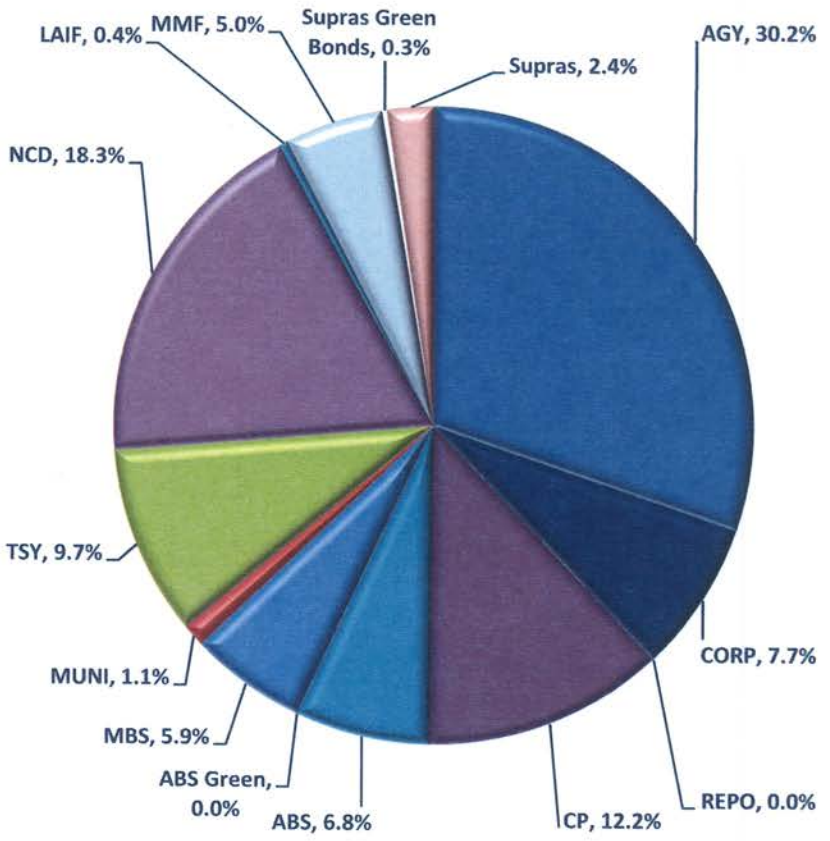
For the Month Ended April 30, 2021

Average Daily Balance	**$ 10,391,304,421.71**
Book Yield	**0.765%**
Weighted Average Maturity	**589 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,994.14	$ 2,997.38	$ 3,015.22
Corporate Bonds	748.12	752.01	765.54
Repurchase Agreements	-	-	-
Commercial Paper	1,264.80	1,264.22	1,219.28
Asset-Backed Securities	674.41	674.22	680.50
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	568.74	582.46	589.05
Municipal Securities	109.04	112.52	112.77
U.S. Treasuries	960.00	959.65	962.32
Negotiable CDs	1,823.00	1,823.01	1,823.15
LAIF	43.13	43.13	43.13
Money Market Funds	495.47	495.47	495.47
Supranationals Green Bonds	25.00	25.00	25.01
Supranationals	236.75	237.09	238.46
Total	**$ 9,942.60**	**$ 9,966.14**	**$ 9,969.90**

*Represents Amortized Book Value

Asset Allocation By Market Value



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Santa Clara County Commingled Pool

Allocation by Security Types

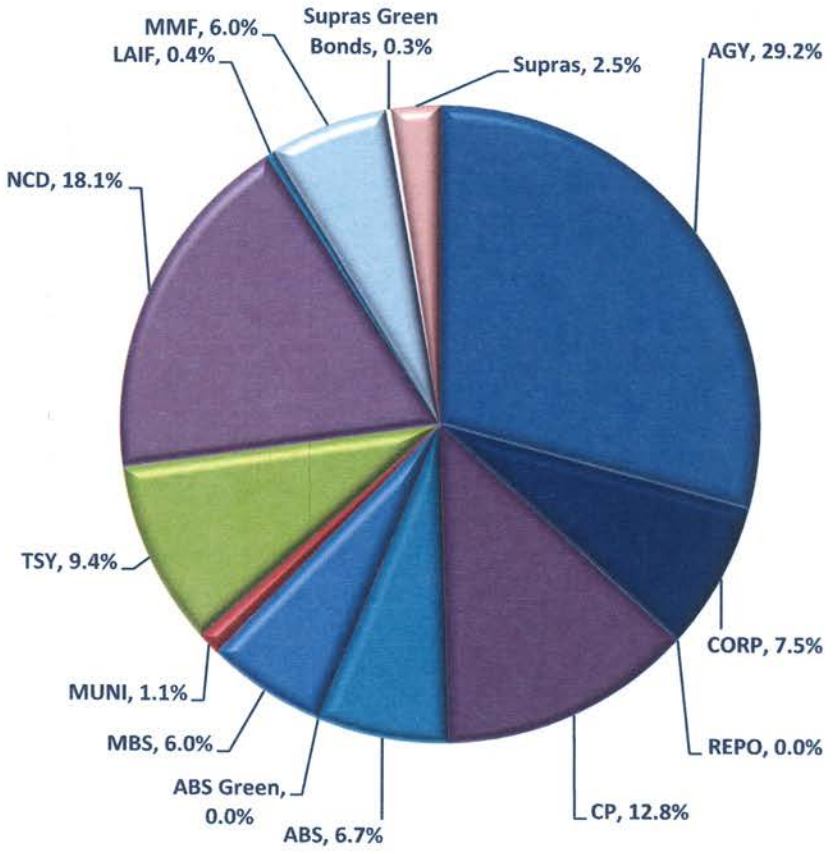
For the Month Ended May 31, 2021

Average Daily Balance	**$ 10,483,083,359.02**
Book Yield	**0.736%**
Weighted Average Maturity	**572 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,867.32	$ 2,870.41	$ 2,889.22
Corporate Bonds	722.84	726.61	740.66
Repurchase Agreements	-	-	-
Commercial Paper	1,269.90	1,269.45	1,269.63
Asset-Backed Securities	655.78	655.60	661.69
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	577.40	591.40	598.48
Municipal Securities	109.04	112.40	112.70
U.S. Treasuries	925.00	924.63	928.03
Negotiable CDs	1,788.00	1,788.00	1,788.24
LAIF	43.13	43.13	43.13
Money Market Funds	591.00	591.00	591.00
Supranationals Green Bonds	25.00	25.00	25.01
Supranationals	246.75	246.96	248.37
Total	**$ 9,821.15**	**$ 9,844.57**	**$ 9,896.16**

*Represents Amortized Book Value

Asset Allocation By Market Value



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SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
06052TN22	40963	BANK OF AMERICA CORP	02/24/2021	50,000,000.00	50,000,000.00	50,009,550.00	0.160	0.160	0.162	08/31/2021	61
05966DA69	41012	Banco Santander NY	03/23/2021	50,000,000.00	50,000,000.00	50,009,650.00	0.230	0.230	0.233	08/27/2021	57
05966DA77	41017	Banco Santander NY	03/24/2021	40,000,000.00	40,000,000.00	40,000,760.00	0.210	0.210	0.212	07/09/2021	8
06742TWZ5	41019	BARCLAYS CAPITAL	03/25/2021	50,000,000.00	50,000,000.00	50,008,400.00	0.190	0.190	0.192	08/31/2021	61
06367CGT8	41198	BMO CAPITAL MARKETS CORP	06/21/2021	25,000,000.00	25,000,000.00	24,993,575.00	0.190	0.190	0.192	06/21/2022	355
06367BQC6	40544	BANK OF MONTREAL CHICAGO	08/06/2020	50,000,000.00	50,000,000.00	50,003,400.50	0.225	0.267	0.270	08/06/2021	36
06367CBJ5	40946	BANK OF MONTREAL CHICAGO	02/17/2021	70,000,000.00	70,000,000.00	70,006,370.00	0.170	0.170	0.172	08/13/2021	43
05586FFL6	41042	BNP PARIBAS NY BRANCH	04/07/2021	55,000,000.00	55,000,000.00	55,002,640.00	0.130	0.130	0.131	08/13/2021	43
06417MNV3	41082	BANK OF NOVA SCOTIA HOUSTON	04/20/2021	40,000,000.00	40,000,000.00	40,016,280.00	0.230	0.230	0.233	04/20/2022	293
22535CXS5	41068	Credit Agricole CIB NY	04/14/2021	25,000,000.00	25,000,000.00	25,006,850.00	0.190	0.190	0.192	01/14/2022	197
13606CJM7	40728	CANADIAN IMP BK	11/06/2020	50,000,000.00	50,000,000.00	50,006,400.00	0.230	0.230	0.233	08/02/2021	32
13606CNL4	40940	CANADIAN IMP BK	02/12/2021	40,000,000.00	40,000,000.00	40,004,120.00	0.150	0.150	0.152	09/10/2021	71
13606CH64	40622	Canadian IMP BK COMM NY	09/29/2020	50,000,000.00	50,000,000.00	50,004,750.00	0.240	0.240	0.243	07/23/2021	22
22536UV80	41151	Credit Indust et Comml NY	05/28/2021	75,000,000.00	75,000,000.00	74,998,200.00	0.140	0.140	0.141	01/28/2022	211
22535CTX9	40778	CREDIT AGRICOLE	11/27/2020	50,000,000.00	50,000,000.00	50,008,850.00	0.200	0.200	0.202	08/27/2021	57
22535CVM0	40957	CREDIT AGRICOLE	02/22/2021	50,000,000.00	50,000,000.00	50,002,250.00	0.140	0.140	0.141	08/02/2021	32
23341V5J6	41086	DNB NOR BANK ASA NY	04/21/2021	50,000,000.00	50,000,000.00	50,008,050.00	0.150	0.150	0.152	11/30/2021	152
60710AV90	40818	MIZUHO BANK LTD/NY	12/09/2020	70,000,000.00	70,000,000.00	70,008,680.00	0.250	0.250	0.253	07/30/2021	29
60710AVD1	40856	MIZUHO BANK LTD/NY	12/17/2020	25,000,000.00	25,000,000.00	25,001,650.00	0.250	0.250	0.253	07/16/2021	15
55380TQX1	41021	MUFG Mitsubishi BANK LTD/NY	03/26/2021	50,000,000.00	50,000,000.00	50,021,550.00	0.240	0.236	0.240	01/21/2022	204
55380TQZ6	41032	MUFG Mitsubishi BANK LTD/NY	03/30/2021	45,000,000.00	45,000,000.00	45,014,805.00	0.200	0.200	0.202	10/21/2021	112
65558T5Z4	41004	Nordea Bank Finland NY	03/19/2021	50,000,000.00	50,000,000.00	50,006,000.00	0.150	0.150	0.152	08/31/2021	61
21684XJY3	40644	RABOBANK	10/16/2020	50,000,000.00	50,000,000.00	50,005,800.00	0.230	0.230	0.233	07/30/2021	29
21684XKB1	40647	RABOBANK	10/19/2020	50,000,000.00	50,000,000.00	50,005,800.00	0.230	0.230	0.233	07/30/2021	29
78012UZK4	40761	ROYAL BANK OF CANADA	11/19/2020	50,000,000.00	50,000,000.00	50,007,050.00	0.240	0.240	0.243	07/30/2021	29
78012UA39	40790	ROYAL BANK OF CANADA	12/01/2020	50,000,000.00	50,000,000.00	50,014,450.00	0.250	0.250	0.253	08/27/2021	57
83050PTQ2	41047	Skandinaviska Enskilda Bank NY	04/08/2021	70,000,000.00	70,000,000.00	70,024,290.00	0.210	0.210	0.212	02/01/2022	215
83369XJ41	40857	SOCIETE GENERALE	12/17/2020	50,000,000.00	50,000,000.00	50,007,050.00	0.240	0.240	0.243	07/30/2021	29
83369X2J6	41069	SOCIETE GENERALE	04/14/2021	70,000,000.00	70,000,000.00	70,006,930.00	0.190	0.190	0.192	01/28/2022	211
86565CYX1	40947	SUMITOMO MITSUI TR BK LTD NY	02/17/2021	25,000,000.00	25,000,000.00	25,003,050.00	0.180	0.180	0.182	08/13/2021	43

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
86565CYZ6	40948	SUMITOMO MITSUI TR BK LTD NY	02/17/2021	30,000,000.00	30,000,000.00	30,002,220.00	0.170	0.170	0.172	07/30/2021	29
86564GZA2	41163	SUMITOMO MITSUI TR BK LTD NY	06/04/2021	50,000,000.00	50,000,000.00	49,999,000.00	0.070	0.070	0.070	09/01/2021	62
89114NUN3	40702	TORONTO DOMINION BANK	10/30/2020	50,000,000.00	50,000,000.00	50,002,350.00	0.200	0.200	0.202	07/16/2021	15
89114NWB7	40787	TORONTO DOMINION BANK	11/30/2020	50,000,000.00	50,000,000.00	50,004,000.00	0.210	0.210	0.212	07/26/2021	25
90275DNC0	40953	UBS	02/18/2021	45,000,000.00	45,000,000.00	44,938,665.00	0.250	0.250	0.253	08/16/2022	411
		Subtotal and Average		**1,700,000,000.00**	**1,700,000,000.00**	**1,700,163,435.50**		**0.198**	**0.201**		**94**
Mortgage Backed Securities (MBS)											
3137AYCE9	38387	FHLMC Multi-Family	01/12/2018	20,157,000.00	20,000,000.00	20,546,694.00	2.682	2.443	2.477	10/25/2022	481
3137AYCE9	38391	FHLMC Multi-Family	01/16/2018	7,555,078.13	7,500,000.00	7,705,010.25	2.682	2.454	2.488	10/25/2022	481
3137AWQH1	38465	FHLMC Multi-Family	02/22/2018	5,460,553.13	5,580,000.00	5,680,729.04	2.307	3.155	3.198	08/25/2022	420
3137B36J2	38643	FHLMC Multi-Family	03/20/2018	20,345,312.50	20,000,000.00	20,865,368.00	3.320	2.865	2.905	02/25/2023	604
3137AYCE9	38666	FHLMC Multi-Family	04/17/2018	11,616,539.06	11,745,000.00	12,066,046.05	2.682	2.879	2.919	10/25/2022	481
3137AYCE9	38744	FHLMC Multi-Family	06/05/2018	19,788,281.25	20,000,000.00	20,546,694.00	2.682	2.877	2.917	10/25/2022	481
3137B4WB8	38854	FHLMC Multi-Family	09/12/2018	4,768,285.16	4,775,000.00	5,007,469.92	3.060	2.968	3.009	07/25/2023	754
3137B5JM6	38864	FHLMC Multi-Family	09/25/2018	10,135,937.50	10,000,000.00	10,580,696.00	3.531	3.145	3.189	07/25/2023	754
3137B3NA2	38945	FHLMC Multi-Family	11/02/2018	10,605,782.00	10,605,782.00	11,074,568.17	3.250	3.173	3.217	04/25/2023	663
3137B5KW2	39026	FHLMC Multi-Family	12/03/2018	10,092,187.50	10,000,000.00	10,583,131.00	3.458	3.164	3.208	08/25/2023	785
3137B04Y7	39295	FHLMC Multi-Family	03/11/2019	26,755,312.50	27,000,000.00	27,936,810.90	2.615	2.792	2.831	01/25/2023	573
3137BP4J5	39654	FHLMC Multi-Family	07/01/2019	17,418,732.79	17,180,487.78	17,984,806.06	2.446	1.911	1.938	03/25/2026	1,728
3137BUWM6	40385	FHLMC Multi-Family	03/16/2020	10,466,906.96	10,031,177.68	10,358,117.84	2.932	1.185	1.202	01/25/2023	573
3137BHCY1	40390	FHLMC Multi-Family	03/17/2020	11,331,300.00	10,590,000.00	11,304,092.17	2.811	1.026	1.040	01/25/2025	1,304
3137BSP64	40526	FHLMC Multi-Family	07/01/2020	17,080,308.99	16,175,492.38	16,953,826.34	2.340	0.651	0.661	07/25/2026	1,850
3132XHM68	40527	FHLMC Multi-Family	07/09/2020	20,009,895.16	19,608,533.00	19,726,447.74	1.100	0.671	0.680	09/01/2025	1,523
3137BKGH7	40539	FHLMC Multi-Family	07/28/2020	4,848,952.68	4,635,987.03	4,817,434.93	2.712	0.472	0.479	07/25/2025	1,485
3137FUZN7	40540	FHLMC Multi-Family	07/30/2020	3,886,181.64	3,886,255.48	3,872,660.97	0.526	0.509	0.517	01/25/2025	1,304
3138LJWY2	40630	FHLMC Multi-Family	10/02/2020	14,463,823.94	13,189,699.02	14,215,746.02	2.800	0.541	0.549	10/01/2025	1,553
3137BYLE8	40638	FHLMC Multi-Family	10/08/2020	7,231,875.00	6,650,000.00	7,109,586.16	2.700	0.875	0.888	10/25/2025	1,577
3137F72W4	40784	FHLMC Multi-Family	11/30/2020	12,872,592.52	12,872,592.52	12,884,255.09	0.336	0.345	0.350	09/25/2029	3,008
3132XFFH6	40812	FHLMC Multi-Family	12/09/2020	45,330,468.75	45,000,000.00	44,716,136.85	0.770	0.609	0.618	10/01/2025	1,553
3137FATE8	40976	FHLMC Multi-Family	03/01/2021	32,412,890.63	30,000,000.00	32,000,922.00	2.982	0.410	0.415	08/25/2024	1,151
3137FF3W5	40983	FHLMC Multi-Family	03/04/2021	4,230,621.07	4,230,705.68	4,197,379.14	0.602	0.585	0.593	09/25/2027	2,277

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137BVYN0	41026	FHLMC Multi-Family	03/29/2021	13,260,609.47	12,592,143.69	13,233,729.78	3.035	0.424	0.430	08/25/2024	1,151
3137BYLE8	41131	FHLMC Multi-Family	05/13/2021	5,406,445.31	5,000,000.00	5,345,553.50	2.700	0.775	0.786	10/25/2025	1,577
3137FYZG4	41133	FHLMC Multi-Family	05/13/2021	6,999,042.77	6,999,224.75	6,968,979.70	0.861	0.838	0.850	06/25/2027	2,185
3137FPJ55	41164	FHLMC Multi-Family	06/07/2021	22,276,237.50	20,680,000.00	22,152,595.92	2.606	0.821	0.832	07/25/2027	2,215
3137FBAB2	41192	FHLMC Multi-Family	06/17/2021	10,837,500.00	10,000,000.00	10,756,488.00	3.038	0.705	0.715	08/25/2027	2,246
3137H14A1	41222	FHLMC Multi-Family	06/30/2021	19,349,709.75	19,350,000.00	19,354,243.45	0.854	0.831	0.842	01/25/2028	2,399
3136B1XP4	38664	FNMA Multi-Family	04/30/2018	88,412.86	86,688.54	86,780.23	3.560	2.746	2.784	09/25/2021	86
3136B1XP4	38665	FNMA Multi-Family	04/30/2018	88,412.86	86,688.54	86,780.23	3.560	2.746	2.784	09/25/2021	86
31381TYT1	39150	FNMA Multi-Family	01/14/2019	28,185,699.42	28,239,752.07	28,570,015.69	2.750	2.766	2.805	03/01/2022	243
3138LGKH8	39319	FNMA Multi-Family	03/19/2019	24,609,375.00	25,000,000.00	25,803,520.50	2.470	2.794	2.833	01/01/2024	914
3138EKX67	39457	FNMA Multi-Family	04/18/2019	9,455,842.61	9,494,041.29	9,729,049.38	2.513	2.578	2.614	03/01/2023	608
3138LEYD7	39587	FNMA Multi-Family	05/30/2019	17,832,246.67	18,155,644.09	18,680,082.40	1.970	2.656	2.693	11/01/2023	853
3138LGFF8	39609	FNMA Multi-Family	06/11/2019	4,976,953.13	5,000,000.00	5,046,659.65	2.150	2.249	2.280	01/01/2024	914
3138L2BU0	39632	FNMA Multi-Family	06/24/2019	6,527,125.55	6,535,294.66	6,532,861.96	2.310	2.315	2.347	12/01/2022	518
3138L0U90	39734	FNMA Multi-Family	08/13/2019	5,085,937.50	5,000,000.00	5,081,384.20	2.590	1.983	2.011	09/01/2022	427
31381VBJ3	39735	FNMA Multi-Family	08/13/2019	4,917,342.53	4,817,971.86	4,876,237.67	2.830	2.010	2.038	06/01/2022	335
3138L0RM5	39844	FNMA Multi-Family	09/13/2019	8,493,299.71	8,436,288.86	8,566,158.02	2.135	1.872	1.898	11/01/2022	488
3136A9MN5	40056	FNMA Multi-Family	11/19/2019	6,659,287.35	6,593,353.82	6,718,762.71	2.301	1.834	1.859	09/25/2022	451
3138L0RC7	40293	FNMA Multi-Family	01/28/2020	6,601,686.70	6,510,137.89	6,623,531.21	2.350	1.778	1.803	11/01/2022	488
3136AXVB8	40511	FNMA Multi-Family	06/17/2020	17,805,571.87	16,631,007.00	17,432,485.16	2.553	0.601	0.610	07/25/2024	1,120
3138L0RM5A	40517	FNMA Multi-Family	06/24/2020	897,054.70	867,964.33	881,325.87	2.135	0.649	0.658	11/01/2022	488
3138L7CU8	40541	FNMA Multi-Family	07/31/2020	21,108,258.06	19,556,000.52	20,796,857.11	2.950	0.530	0.537	07/01/2024	1,096
3136AY6S7	40743	FNMA Multi-Family	11/12/2020	26,246,419.42	24,486,455.43	25,787,063.30	2.621	0.670	0.680	11/25/2024	1,243
3138LEC33	40905	FNMA Multi-Family	01/22/2021	10,844,531.25	10,000,000.00	10,581,357.70	2.380	0.600	0.609	07/01/2026	1,826
3140HWXG2	41200	FNMA Multi-Family	06/22/2021	5,163,891.68	4,870,160.15	5,141,407.71	2.470	0.651	0.660	12/01/2026	1,979
		Subtotal and Average		**632,581,712.53**	**616,245,530.06**	**637,568,539.69**		**1.551**	**1.572**		**1,165**
Federal Agency Bonds											
31422BWJ5	40391	FARMER MAC	03/17/2020	20,000,000.00	20,000,000.00	20,019,856.80	0.190	0.217	0.220	04/01/2022	274
3133EGWH4	37018	FFCB NOTES	09/30/2016	10,000,459.81	10,000,000.00	10,029,995.60	1.280	1.243	1.260	09/29/2021	90
3133EGT47	37194	FFCB NOTES	12/08/2016	10,000,000.00	10,000,000.00	10,084,903.00	2.010	1.982	2.010	12/08/2021	160
3133EG5D3	37378	FFCB NOTES	01/27/2017	5,000,000.00	5,000,000.00	5,056,224.80	2.030	2.002	2.030	01/27/2022	210

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133EHWM1	38024	FFCB NOTES	09/01/2017	3,000,255.00	3,000,000.00	3,008,253.45	1.700	1.624	1.647	09/01/2021	62
3133EHWM1	38025	FFCB NOTES	09/01/2017	5,000,000.00	5,000,000.00	5,013,755.75	1.700	1.676	1.700	09/01/2021	62
3133EHWM1	38026	FFCB NOTES	09/01/2017	7,000,650.42	7,000,000.00	7,019,258.05	1.700	1.619	1.642	09/01/2021	62
3133EHZA4	38046	FFCB NOTES	09/20/2017	9,998,315.76	10,000,000.00	10,035,345.90	1.660	1.715	1.739	09/20/2021	81
3133EHP31	38126	FFCB NOTES	11/10/2017	9,974,831.43	9,975,000.00	10,037,313.63	1.950	1.928	1.955	11/02/2021	124
3133EJPX1	38718	FFCB NOTES	05/21/2018	4,992,917.27	5,000,000.00	5,200,130.85	2.875	3.253	3.299	12/21/2022	538
3133EJZH5	38878	FFCB NOTES	10/05/2018	13,962,423.92	14,000,000.00	14,448,952.84	2.800	2.997	3.038	09/13/2022	439
3133EJK24	38943	FFCB NOTES	11/01/2018	14,999,787.64	15,000,000.00	15,130,989.90	3.000	2.963	3.004	10/19/2021	110
3133EJ3B3	39075	FFCB NOTES	12/17/2018	9,998,063.33	10,000,000.00	10,124,400.80	2.800	2.805	2.844	12/17/2021	169
3133EJY60	39105	FFCB NOTES	12/24/2018	12,542,437.21	12,500,000.00	13,088,776.00	3.020	2.765	2.803	03/03/2023	610
3133EJ3B3	39108	FFCB NOTES	12/24/2018	4,301,270.60	4,300,000.00	4,353,492.34	2.800	2.695	2.732	12/17/2021	169
3133EJ5V7	39165	FFCB NOTES	01/18/2019	14,863,722.68	14,875,000.00	15,439,885.41	2.625	2.640	2.676	01/18/2023	566
3133EJ5P0	39173	FFCB NOTES	01/25/2019	9,997,264.40	10,000,000.00	10,137,792.20	2.600	2.615	2.652	01/18/2022	201
3133EKEW2	39357	FFCB NOTES	03/28/2019	19,996,588.33	20,000,000.00	20,322,437.20	2.280	2.272	2.303	03/28/2022	270
3133EKLA2	39565	FFCB NOTES	05/22/2019	9,593,563.36	9,590,000.00	9,957,300.74	2.300	2.247	2.279	05/15/2023	683
3133EKNR3	39594	FFCB NOTES	06/03/2019	10,001,444.81	10,000,000.00	10,189,636.20	2.200	2.153	2.183	06/03/2022	337
3133EKSN7	39639	FFCB NOTES	06/26/2019	9,979,791.32	10,000,000.00	10,295,394.30	1.770	1.850	1.876	06/26/2023	725
3133EKVD5	39693	FFCB NOTES	07/18/2019	11,247,143.50	11,250,000.00	11,358,883.24	1.875	1.896	1.922	01/18/2022	201
3133EKVC7	39701	FFCB NOTES	07/22/2019	14,999,928.45	15,000,000.00	15,013,692.30	1.875	1.858	1.884	07/19/2021	18
3133EKZV1	39751	FFCB NOTES	08/19/2019	19,999,548.12	20,000,000.00	20,037,518.00	1.550	1.546	1.568	08/16/2021	46
3133ELCS1	40135	FFCB NOTES	12/11/2019	14,417,020.00	14,450,000.00	14,893,010.27	1.550	1.615	1.638	03/11/2024	984
3133ELAE4	40136	FFCB NOTES	12/11/2019	19,987,301.75	20,000,000.00	20,343,605.00	1.625	1.659	1.682	08/22/2022	417
3133ELDK7	40162	FFCB NOTES	12/16/2019	24,999,493.18	25,000,000.00	25,361,857.25	1.630	1.609	1.632	06/15/2022	349
3133ELDK7	40163	FFCB NOTES	12/16/2019	24,999,493.18	25,000,000.00	25,361,857.25	1.630	1.609	1.632	06/15/2022	349
3133ELDK7	40164	FFCB NOTES	12/16/2019	24,999,493.18	25,000,000.00	25,361,857.25	1.630	1.609	1.632	06/15/2022	349
3133ELHR8	40267	FFCB NOTES	01/21/2020	24,999,027.78	25,000,000.00	25,211,318.50	1.600	1.585	1.607	01/21/2022	204
3133ELXM1	40484	FFCB NOTES	04/27/2020	29,999,341.33	30,000,000.00	30,004,356.00	0.250	0.276	0.280	07/27/2021	26
3133ELT95	40531	FFCB NOTES	07/15/2020	7,998,424.96	8,000,000.00	8,007,471.36	0.200	0.216	0.219	07/13/2022	377
3133EJVC0	40535	FFCB NOTES	07/22/2020	16,186,948.86	15,000,000.00	16,125,944.55	2.950	0.342	0.347	07/24/2024	1,119
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,286,463.41	15,000,000.00	15,174,656.55	0.950	0.429	0.435	04/01/2025	1,370
3133EMTW2	41015	FFCB NOTES	03/24/2021	16,388,661.71	16,400,000.00	16,348,600.76	0.300	0.321	0.325	03/18/2024	991
3133EMVP4	41058	FFCB NOTES	04/13/2021	34,958,805.00	35,000,000.00	34,913,313.40	0.125	0.188	0.191	04/13/2023	651

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133EMF64	41171	FFCB NOTES	06/09/2021	24,999,806.59	25,000,000.00	24,992,059.50	0.060	0.059	0.060	06/09/2022	343
3130AABG2	37149	FHLB NOTES	11/30/2016	14,995,088.60	15,000,000.00	15,111,426.60	1.875	1.931	1.957	11/29/2021	151
313378CR0	37726	FHLB NOTES	04/19/2017	25,071,225.88	25,000,000.00	25,377,013.25	2.250	1.794	1.819	03/11/2022	253
3130AFE78	39016	FHLB NOTES	11/29/2018	14,347,488.06	14,350,000.00	14,929,185.95	3.000	2.970	3.012	12/09/2022	526
3130A0F70	39069	FHLB NOTES	12/14/2018	10,101,730.04	10,000,000.00	10,734,440.20	3.375	2.883	2.923	12/08/2023	890
3130A0F70	39106	FHLB NOTES	12/24/2018	3,544,098.25	3,500,000.00	3,757,054.07	3.375	2.778	2.817	12/08/2023	890
3130ABFD3	39138	FHLB NOTES	01/08/2019	15,001,107.24	15,000,000.00	15,345,367.35	2.625	2.580	2.616	06/07/2022	341
3130AB3H7	39362	FHLB NOTES	03/29/2019	14,287,876.88	14,250,000.00	15,032,267.86	2.375	2.238	2.269	03/08/2024	981
313379Q69	39545	FHLB NOTES	05/16/2019	24,982,957.88	25,000,000.00	25,477,894.25	2.125	2.169	2.200	06/10/2022	344
3130A5P45	39552	FHLB NOTES	05/20/2019	15,021,125.86	15,000,000.00	15,320,170.65	2.375	2.188	2.219	06/10/2022	344
3133834G3	39559	FHLB NOTES	05/21/2019	9,979,414.27	10,000,000.00	10,335,288.50	2.125	2.205	2.236	06/09/2023	708
3133834G3	39592	FHLB NOTES	06/03/2019	9,994,545.37	10,000,000.00	10,335,288.50	2.125	2.124	2.154	06/09/2023	708
3133834G3	39665	FHLB NOTES	07/08/2019	21,585,309.21	21,505,000.00	22,226,037.92	2.125	1.897	1.923	06/09/2023	708
313378JP7	39786	FHLB NOTES	08/29/2019	5,453,480.35	5,445,000.00	5,469,052.25	2.375	1.525	1.546	09/10/2021	71
3130A2UW4	39852	FHLB NOTES	09/16/2019	10,327,265.44	10,000,000.00	10,744,003.00	2.875	1.776	1.801	09/13/2024	1,170
3130A3DL5	39936	FHLB NOTES	10/16/2019	10,094,167.91	9,940,000.00	10,389,280.25	2.375	1.617	1.639	09/08/2023	799
3130A2UW4	39985	FHLB NOTES	10/29/2019	31,019,263.85	30,000,000.00	32,232,009.00	2.875	1.737	1.762	09/13/2024	1,170
3130AHJY0	40025	FHLB NOTES	11/08/2019	9,996,771.82	10,000,000.00	10,061,912.30	1.625	1.687	1.710	11/19/2021	141
313379Q69	40459	FHLB NOTES	04/14/2020	10,165,087.76	10,000,000.00	10,191,157.70	2.125	0.358	0.363	06/10/2022	344
3130A2UW4	40501	FHLB NOTES	05/14/2020	5,378,593.46	5,000,000.00	5,372,001.50	2.875	0.474	0.481	09/13/2024	1,170
3130AJ7E3	40597	FHLB NOTES	09/17/2020	20,384,604.60	20,000,000.00	20,382,818.40	1.375	0.187	0.190	02/17/2023	596
3130AMRY0	41160	FHLB NOTES	06/04/2021	19,982,291.92	20,000,000.00	19,945,112.40	0.125	0.168	0.171	06/02/2023	701
3137EAEC9	36989	FHLMC NOTES	09/27/2016	19,996,617.21	20,000,000.00	20,024,254.80	1.125	1.261	1.278	08/12/2021	42
3137EAEC9	36992	FHLMC NOTES	09/29/2016	9,998,451.68	10,000,000.00	10,012,127.40	1.125	1.248	1.265	08/12/2021	42
3137EADB2	40083	FHLMC NOTES	11/27/2019	20,078,905.48	20,000,000.00	20,245,926.20	2.375	1.596	1.619	01/13/2022	196
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,986,071.05	25,000,000.00	25,801,956.00	1.500	1.497	1.517	02/12/2025	1,322
3137EAEV7	40554	FHLMC NOTES	08/26/2020	14,989,459.09	15,000,000.00	14,996,445.45	0.250	0.279	0.282	08/24/2023	784
3137EAEW5	40571	FHLMC NOTES	09/04/2020	34,991,614.53	35,000,000.00	34,965,360.50	0.250	0.257	0.261	09/08/2023	799
3137EAEW5	40576	FHLMC NOTES	09/08/2020	19,993,441.67	20,000,000.00	19,980,206.00	0.250	0.261	0.265	09/08/2023	799
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,974,520.47	10,000,000.00	9,847,435.50	0.375	0.430	0.435	09/23/2025	1,545
3137EAEV7	40620	FHLMC NOTES	09/28/2020	25,012,747.85	25,000,000.00	24,994,075.75	0.250	0.223	0.226	08/24/2023	784
3137EAEV7	40815	FHLMC NOTES	12/09/2020	20,007,611.08	20,000,000.00	19,995,260.60	0.250	0.229	0.232	08/24/2023	784

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Federal Agency Bonds											
3135G0S38	37582	FNMA NOTES	02/09/2017	10,005,240.77	10,000,000.00	10,098,025.80	2.000	1.866	1.892	01/05/2022	188
3135G0T45	37783	FNMA NOTES	04/10/2017	39,972,584.74	40,000,000.00	40,547,437.20	1.875	1.943	1.970	04/05/2022	278
3135G0S38	38079	FNMA NOTES	10/25/2017	9,999,634.44	10,000,000.00	10,098,025.80	2.000	1.979	2.007	01/05/2022	188
3135G0S38	38142	FNMA NOTES	11/16/2017	11,394,422.67	11,395,000.00	11,506,700.40	2.000	1.982	2.010	01/05/2022	188
3135G0T78	38163	FNMA NOTES	11/22/2017	4,989,329.83	5,000,000.00	5,114,736.60	2.000	2.149	2.179	10/05/2022	461
3135G0V75	40044	FNMA NOTES	11/14/2019	25,007,452.94	25,000,000.00	25,992,913.25	1.750	1.715	1.739	07/02/2024	1,097
3135G0X24	40233	FNMA NOTES	01/10/2020	14,966,289.32	15,000,000.00	15,534,398.10	1.625	1.668	1.691	01/07/2025	1,286
3135G03K7	40472	FNMA NOTES	04/20/2020	100,000,000.00	100,000,000.00	100,097,588.00	0.350	0.364	0.370	10/20/2021	111
3135G03M3	40473	FNMA NOTES	04/20/2020	50,000,000.00	50,000,000.00	50,097,790.50	0.380	0.384	0.390	01/20/2022	203
3135G03U5	40489	FNMA NOTES	04/30/2020	7,014,138.44	7,000,000.00	6,993,885.01	0.625	0.563	0.571	04/22/2025	1,391
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,967,165.52	20,000,000.00	19,882,248.60	0.500	0.534	0.542	06/17/2025	1,447
3135G05X7	40555	FNMA NOTES	08/27/2020	29,883,338.38	30,000,000.00	29,567,266.50	0.375	0.463	0.469	08/25/2025	1,516
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,038,074.45	15,000,000.00	14,911,686.45	0.500	0.429	0.435	06/17/2025	1,447
3135G06H1	40774	FNMA NOTES	11/25/2020	44,958,941.04	45,000,000.00	44,915,335.65	0.250	0.284	0.288	11/27/2023	879
3135G05G4	40832	FNMA NOTES	12/11/2020	25,013,536.33	25,000,000.00	24,997,159.50	0.250	0.220	0.223	07/10/2023	739
3135G05G4	40867	FNMA NOTES	12/23/2020	15,023,611.01	15,000,000.00	14,998,295.70	0.250	0.169	0.172	07/10/2023	739
3135G05X7	40971	FNMA NOTES	02/26/2021	14,804,691.11	15,000,000.00	14,783,633.25	0.375	0.684	0.694	08/25/2025	1,516
3135G05X7	40998	FNMA NOTES	03/15/2021	14,765,955.56	15,000,000.00	14,783,633.25	0.375	0.747	0.758	08/25/2025	1,516
3135G06G3	41005	FNMA NOTES	03/19/2021	9,862,270.86	10,000,000.00	9,891,287.10	0.500	0.812	0.823	11/07/2025	1,590
3135G05X7	41006	FNMA NOTES	03/19/2021	14,752,591.35	15,000,000.00	14,783,633.25	0.375	0.769	0.780	08/25/2025	1,516
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,580,829.60	23,703,000.00	23,563,446.93	0.500	0.623	0.632	06/17/2025	1,447
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,261,731.39	19,075,000.00	19,200,861.05	0.750	0.487	0.494	05/15/2025	1,414
		Subtotal and Average		**1,563,675,452.80**	**1,560,503,000.00**	**1,579,495,914.93**		**1.182**	**1.198**		**606**
Federal Agency Bonds - CALLABLE											
3133ELJN5	40281	FFCB NOTES	01/24/2020	19,997,393.52	20,000,000.00	20,154,887.20	1.640	1.625	1.648	01/24/2023	572
3133ELVX9	40445	FFCB NOTES	04/08/2020	15,000,000.00	15,000,000.00	15,055,620.00	0.875	0.863	0.875	04/08/2024	1,012
3133EL5S9	40568	FFCB NOTES	09/03/2020	20,000,000.00	20,000,000.00	19,955,887.20	0.480	0.473	0.480	09/03/2024	1,160
3133EL6E9	40581	FFCB NOTES	09/09/2020	15,000,000.00	15,000,000.00	14,908,743.15	0.420	0.414	0.420	09/09/2024	1,166
3133EMBE1	40720	FFCB NOTES	11/04/2020	14,427,861.04	14,450,000.00	14,390,378.29	0.300	0.351	0.356	03/28/2024	1,001
3133EMHE5	40831	FFCB NOTES	12/11/2020	15,216,175.68	15,220,000.00	15,205,410.41	0.170	0.185	0.187	11/30/2022	517
3133EMLE0	40864	FFCB NOTES	12/22/2020	20,000,000.00	20,000,000.00	19,952,770.80	0.190	0.187	0.190	09/22/2023	813

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	14,848,748.55	0.320	0.315	0.320	12/23/2024	1,271
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	40,005,252.40	0.690	0.680	0.690	04/14/2025	1,383
3130AHGL1	40010	FHLB NOTES	11/04/2019	25,000,000.00	25,000,000.00	25,133,329.00	1.875	1.849	1.875	11/04/2024	1,222
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	5,000,024.50	0.750	0.739	0.750	05/19/2025	1,418
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	34,627,143.60	0.625	0.616	0.625	02/25/2026	1,700
3130ALSX3	41030	FHLB NOTES	03/30/2021	20,000,000.00	20,000,000.00	19,986,772.40	1.020	1.006	1.020	03/30/2026	1,733
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	9,199,972.31	1.000	0.986	1.000	03/30/2026	1,733
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,867,287.44	15,000,000.00	14,980,770.00	0.750	0.932	0.945	02/24/2026	1,699
3130ALXC3	41100	FHLB NOTES	04/27/2021	20,000,000.00	20,000,000.00	20,000,637.80	1.200	1.183	1.200	04/27/2026	1,761
3130ALXC3	41101	FHLB NOTES	04/27/2021	12,280,000.00	12,280,000.00	12,280,391.61	1.200	1.183	1.200	04/27/2026	1,761
3130ALXN9	41108	FHLB NOTES	04/28/2021	21,550,000.00	21,550,000.00	21,551,756.33	1.050	1.035	1.050	10/28/2025	1,580
3130ALXS8	41109	FHLB NOTES	04/28/2021	24,050,000.00	24,050,000.00	24,050,390.81	1.000	0.986	1.000	07/28/2025	1,488
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	34,896,962.10	0.625	0.616	0.625	10/28/2024	1,215
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	14,997,162.45	1.000	0.986	1.000	04/29/2026	1,763
3130AM6A5	41118	FHLB NOTES	04/30/2021	10,000,000.00	10,000,000.00	9,983,444.50	1.000	0.986	1.000	01/30/2026	1,674
3134GA5T7	37578	FHLMC NOTES	02/28/2017	3,500,000.00	3,500,000.00	3,547,366.97	2.125	2.095	2.125	01/26/2022	209
3134GA5T7	37579	FHLMC NOTES	02/28/2017	20,000,000.00	20,000,000.00	20,270,668.40	2.125	2.096	2.125	01/26/2022	209
3134GBGZ9	37669	FHLMC NOTES	04/27/2017	15,000,000.00	15,000,000.00	15,164,059.05	2.000	1.972	2.000	01/27/2022	210
3134GBPM8	37817	FHLMC NOTES	05/24/2017	15,000,000.00	15,000,000.00	15,186,113.10	2.000	1.972	2.000	02/24/2022	238
3134GBU83	38090	FHLMC NOTES	10/30/2017	15,000,000.00	15,000,000.00	15,092,929.95	2.000	1.972	2.000	10/29/2021	120
3134GTS20	39726	FHLMC NOTES	08/02/2019	20,000,000.00	20,000,000.00	20,028,911.00	2.070	2.041	2.070	08/02/2024	1,128
3134GTS20	39727	FHLMC NOTES	08/02/2019	5,000,000.00	5,000,000.00	5,007,227.75	2.070	2.041	2.070	08/02/2024	1,128
3134GUQ94	40234	FHLMC NOTES	01/10/2020	20,000,000.00	20,000,000.00	20,176,252.80	1.800	1.775	1.800	01/10/2025	1,289
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	6,000,849.48	0.750	0.739	0.750	05/28/2025	1,427
3134GVYX0	40508	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,994,068.70	0.500	0.493	0.500	06/03/2024	1,068
3134GVYX0	40509	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,994,068.70	0.500	0.493	0.500	06/03/2024	1,068
3134GWM94	40603	FHLMC NOTES	09/22/2020	9,998,056.66	10,000,000.00	9,965,367.80	0.330	0.332	0.337	03/15/2024	988
3134GWU79	40613	FHLMC NOTES	09/25/2020	35,949,384.17	35,955,000.00	35,861,349.09	0.375	0.375	0.380	03/25/2024	998
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	14,874,131.55	0.400	0.394	0.400	12/30/2024	1,278
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	24,189,657.77	0.520	0.512	0.520	09/30/2025	1,552
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,764,564.43	8,770,000.00	8,711,910.85	0.400	0.413	0.418	10/21/2024	1,208
3134GW6E1	40706	FHLMC NOTES	11/02/2020	60,000,000.00	60,000,000.00	59,942,117.40	0.320	0.315	0.320	11/02/2023	854

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Federal Agency Bonds - CALLABLE											
3134GW6E1	40707	FHLMC NOTES	11/02/2020	5,000,000.00	5,000,000.00	4,995,176.45	0.320	0.315	0.320	11/02/2023	854
3134GXBL7	40754	FHLMC NOTES	11/18/2020	13,864,747.62	13,873,000.00	13,876,044.29	0.300	0.320	0.325	11/16/2023	868
3134GXDK7	40783	FHLMC NOTES	11/30/2020	30,000,000.00	30,000,000.00	29,856,382.80	0.325	0.320	0.325	05/30/2024	1,064
3134GXEX8	40805	FHLMC NOTES	12/07/2020	21,320,885.28	21,325,000.00	21,325,496.02	0.250	0.256	0.260	06/01/2023	700
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	15,000,756.45	0.740	0.729	0.740	06/30/2025	1,460
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	5,000,252.15	0.740	0.729	0.740	06/30/2025	1,460
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	10,000,026.70	0.730	0.720	0.730	07/15/2025	1,475
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,518,014.73	0.730	0.720	0.730	07/15/2025	1,475
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	19,989,524.20	0.710	0.700	0.710	07/22/2025	1,482
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	19,982,344.80	0.700	0.690	0.700	08/04/2025	1,495
3135G05P4	40546	FNMA NOTES	08/10/2020	24,993,867.66	25,000,000.00	25,002,338.50	0.300	0.307	0.311	08/03/2023	763
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	11,405,154.21	0.550	0.542	0.550	08/19/2025	1,510
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,917,525.40	0.550	0.542	0.550	08/19/2025	1,510
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	14,876,288.10	0.550	0.542	0.550	08/19/2025	1,510
3136G4X40	40575	FNMA NOTES	09/08/2020	12,637,357.83	12,640,000.00	12,544,155.30	0.600	0.596	0.605	08/26/2025	1,517
3136G43H4	40592	FNMA NOTES	09/16/2020	11,685,000.00	11,685,000.00	11,642,753.12	0.400	0.394	0.400	09/16/2024	1,173
3136G43C5	40611	FNMA NOTES	09/24/2020	10,000,000.00	10,000,000.00	9,991,336.90	0.300	0.295	0.300	10/24/2023	845
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	34,621,386.80	0.500	0.493	0.500	07/28/2025	1,488
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	13,848,554.72	0.500	0.493	0.500	07/28/2025	1,488
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	25,718,744.48	0.500	0.493	0.500	07/28/2025	1,488
3136G45C3	40749	FNMA NOTES	11/17/2020	9,983,828.09	10,000,000.00	9,889,270.00	0.540	0.570	0.577	10/27/2025	1,579
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,983,491.62	25,000,000.00	24,721,453.75	0.560	0.567	0.575	11/17/2025	1,600
3135GA7F2	40847	FNMA NOTES	12/15/2020	39,800,000.00	39,800,000.00	39,637,182.58	0.350	0.345	0.350	03/15/2024	988
3135GAAJ0	40873	FNMA NOTES	12/28/2020	40,000,000.00	40,000,000.00	39,885,535.20	0.360	0.355	0.359	07/26/2024	1,121
3135GAAJ0	40874	FNMA NOTES	12/28/2020	20,000,000.00	20,000,000.00	19,942,767.60	0.360	0.355	0.359	07/26/2024	1,121
		Subtotal and Average		**1,166,587,901.04**	**1,166,816,000.00**	**1,164,361,971.02**		**0.734**	**0.744**		**1,193**
US Treasury Notes											
9128287F1	40099	U.S. TREASURY NOTES	12/05/2019	40,003,337.13	40,000,000.00	40,056,520.00	1.750	1.623	1.646	07/31/2021	30
912828WY2	40115	U.S. TREASURY NOTES	12/09/2019	40,018,984.37	40,000,000.00	40,073,080.00	2.250	1.638	1.661	07/31/2021	30
9128286Z8	40155	U.S. TREASURY NOTES	12/13/2019	30,005,407.84	30,000,000.00	31,157,820.00	1.750	1.719	1.743	06/30/2024	1,095
9128282P4	40210	U.S. TREASURY NOTES	12/31/2019	40,112,572.91	40,000,000.00	40,762,480.00	1.875	1.586	1.608	07/31/2022	395

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
US Treasury Notes											
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,355,287.20	30,000,000.00	29,410,560.00	0.375	0.842	0.854	01/31/2026	1,675
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,395,205.57	30,000,000.00	29,405,850.00	0.250	0.732	0.743	08/31/2025	1,522
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,583,880.39	25,000,000.00	24,564,450.00	0.250	0.663	0.672	06/30/2025	1,460
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	26,459,452.30	25,000,000.00	26,404,300.00	2.125	0.588	0.596	05/15/2025	1,414
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,427,480.77	35,000,000.00	34,350,575.00	0.250	0.647	0.656	07/31/2025	1,491
91282CBE0	41048	U.S. TREASURY NOTES	04/08/2021	44,808,183.05	45,000,000.00	44,727,525.00	0.125	0.289	0.293	01/15/2024	928
912828V80	41054	U.S. TREASURY NOTES	04/12/2021	47,247,610.48	45,000,000.00	47,181,465.00	2.250	0.303	0.307	01/31/2024	944
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,284,052.14	40,000,000.00	39,303,120.00	0.250	0.695	0.705	06/30/2025	1,460
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,402,496.09	30,000,000.00	29,405,850.00	0.250	0.726	0.736	08/31/2025	1,522
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,519,616.79	30,000,000.00	29,505,480.00	0.250	0.656	0.665	05/31/2025	1,430
912828H86	41190	U.S. TREASURY NOTES	06/16/2021	20,170,227.37	20,000,000.00	20,167,180.00	1.500	0.040	0.040	01/31/2022	214
		Subtotal and Average		**504,793,794.40**	**505,000,000.00**	**506,476,255.00**		**0.876**	**0.889**		**999**
Corporate Bonds											
037833DL1	39831	APPLE INC	09/11/2019	6,999,526.20	7,000,000.00	7,122,614.31	1.700	1.682	1.705	09/11/2022	437
037833CU2	40165	APPLE INC	12/16/2019	10,220,816.40	10,000,000.00	10,613,573.70	2.850	2.010	2.038	05/11/2024	1,045
037833DF4	40274	APPLE INC	01/23/2020	5,139,493.63	5,000,000.00	5,346,924.20	2.750	1.892	1.918	01/13/2025	1,292
037833DV9	40499	APPLE INC	05/11/2020	6,988,188.15	7,000,000.00	7,060,375.77	0.750	0.830	0.842	05/11/2023	679
037833DX5	40553	APPLE INC	08/20/2020	29,941,432.67	30,000,000.00	29,680,911.00	0.550	0.589	0.597	08/20/2025	1,511
037833EB2	40926	APPLE INC	02/08/2021	19,979,563.67	20,000,000.00	19,779,234.80	0.700	0.712	0.722	02/08/2026	1,683
023135BW5	41175	Amazon	06/10/2021	25,066,887.60	25,000,000.00	24,953,250.00	0.450	0.351	0.355	05/12/2024	1,046
084670BJ6	39496	BERKSHIRE HATHWY	04/30/2019	10,571,683.91	10,500,000.00	10,956,061.62	3.000	2.517	2.552	02/11/2023	590
084670BR8	39544	BERKSHIRE HATHWY	05/16/2019	16,660,861.16	16,624,000.00	17,250,544.43	2.750	2.576	2.611	03/15/2023	622
084670BR8	40080	BERKSHIRE HATHWY	11/26/2019	21,933,864.91	21,623,000.00	22,437,952.49	2.750	1.850	1.876	03/15/2023	622
19416QEL0	39553	COLGATE-PALMOLIVE CO	05/20/2019	9,490,125.62	9,506,000.00	9,758,771.19	2.250	2.344	2.377	11/15/2022	502
166764BN9	39573	CHEVRON CORP.	05/24/2019	8,882,219.20	8,885,000.00	9,002,372.63	2.498	2.510	2.545	03/03/2022	245
166764AB6	40454	CHEVRON CORP.	04/13/2020	23,533,033.11	23,318,000.00	23,875,460.63	2.355	1.668	1.691	12/05/2022	522
166764BV1	40500	CHEVRON CORP.	05/11/2020	5,000,000.00	5,000,000.00	5,073,724.95	1.141	1.125	1.141	05/11/2023	679
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	14,881,219.05	0.687	0.677	0.687	08/12/2025	1,503
166764BV1	40674	CHEVRON CORP.	10/26/2020	31,824,124.46	31,370,000.00	31,832,550.34	1.141	0.353	0.358	05/11/2023	679
166756AJ5	41097	CHEVRON CORP.	04/26/2021	13,836,866.91	13,800,000.00	13,815,956.25	0.426	0.294	0.298	08/11/2023	771
478160CD4	40031	JOHNSON & JOHNSON	11/12/2019	19,498,399.11	19,445,000.00	19,682,465.06	2.250	1.805	1.830	03/03/2022	245

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
59217GEE5	40238	MET LIFE GLOBAL FUNDING	01/13/2020	10,004,600.00	10,000,000.00	10,238,854.30	1.950	1.892	1.918	01/13/2023	561
58989V2C7	41073	MET LIFE GLOBAL FUNDING	04/15/2021	10,003,251.40	10,000,000.00	10,002,773.50	0.700	0.678	0.688	04/05/2024	1,009
59217GEN5	41168	MET LIFE GLOBAL FUNDING	06/08/2021	14,984,732.53	15,000,000.00	14,947,892.85	0.550	0.577	0.585	06/07/2024	1,072
594918BW3	39355	MICROSOFT CORP	03/27/2019	20,006,936.83	20,000,000.00	20,235,894.40	2.400	2.305	2.337	02/06/2022	220
594918BW3	39361	MICROSOFT CORP	03/29/2019	20,014,905.55	20,000,000.00	20,235,894.40	2.400	2.235	2.266	02/06/2022	220
594918BX1	39489	MICROSOFT CORP	04/29/2019	6,531,856.44	6,500,000.00	6,874,310.24	2.875	2.635	2.672	02/06/2024	950
594918BQ6	40005	MICROSOFT CORP	11/01/2019	10,861,636.08	10,815,000.00	11,164,988.43	2.000	1.762	1.786	08/08/2023	768
637639AB1	41103	National SEC Clearings Corp	04/27/2021	5,087,947.49	5,000,000.00	5,100,922.05	1.500	1.013	1.027	04/23/2025	1,392
64952WDT7	41081	NEW YORK LIFE GLOBAL	04/19/2021	18,600,382.24	18,611,000.00	18,592,837.53	0.400	0.419	0.424	10/21/2023	842
64952WEB5	41104	NEW YORK LIFE GLOBAL	04/27/2021	29,983,348.89	30,000,000.00	30,012,513.00	0.550	0.562	0.569	04/27/2024	1,031
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,980,837.11	20,000,000.00	20,009,382.00	1.150	1.154	1.170	06/09/2026	1,804
742651DP4	40337	PRIVATE EXPORT FUND CORPORATIO	02/18/2020	11,685,431.43	11,385,000.00	12,007,342.70	2.450	1.526	1.548	07/15/2024	1,110
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	11,915,186.18	11,610,000.00	12,014,102.77	1.750	0.938	0.951	11/15/2024	1,233
74274TAH3	41117	PRIVATE EXPORT FUND CORPORATIO	04/29/2021	34,966,418.98	35,000,000.00	34,954,399.55	0.300	0.348	0.353	04/28/2023	666
742718EQ8	38524	PROCTER & GAMBLE	03/15/2018	19,931,650.15	20,000,000.00	20,105,648.00	1.700	2.728	2.766	11/03/2021	125
742718EQ8	38526	PROCTER & GAMBLE	03/16/2018	9,966,433.66	10,000,000.00	10,052,824.00	1.700	2.709	2.747	11/03/2021	125
21688AAQ5	40892	RABOBANK	01/12/2021	6,995,925.81	7,000,000.00	6,971,432.72	0.375	0.392	0.398	01/12/2024	925
89233P5F9	39332	TOYOTA MOTOR CREDIT	03/21/2019	11,228,221.58	11,213,000.00	11,285,626.15	3.400	2.675	2.712	09/15/2021	76
89236TFX8	39439	TOYOTA MOTOR CREDIT	04/12/2019	24,995,902.08	25,000,000.00	25,476,896.00	2.650	2.635	2.671	04/12/2022	285
89236TFX8	39452	TOYOTA MOTOR CREDIT	04/17/2019	14,995,647.77	15,000,000.00	15,286,137.60	2.650	2.652	2.688	04/12/2022	285
89236TGT6	40326	TOYOTA MOTOR CREDIT	02/13/2020	29,985,461.00	30,000,000.00	30,981,774.90	1.800	1.789	1.814	02/13/2025	1,323
90327QD48	40477	USAA CAPITAL CORP	04/21/2020	2,498,122.94	2,500,000.00	2,549,990.73	1.500	1.520	1.542	05/01/2023	669
90331HPC1	39569	U S BANK	05/23/2019	14,995,259.44	15,000,000.00	15,297,585.60	2.650	2.650	2.687	05/23/2022	326
90331HPF4	40117	U S BANK	12/09/2019	28,987,973.62	29,000,000.00	29,693,278.35	1.950	1.950	1.977	01/09/2023	557
90331HPF4	40154	U S BANK	12/13/2019	11,000,000.00	11,000,000.00	11,262,967.65	1.950	1.922	1.949	01/09/2023	557
90331HPL1	40268	U S BANK	01/21/2020	19,969,706.67	20,000,000.00	20,888,661.40	2.050	2.066	2.095	01/21/2025	1,300
92826CAC6	39527	VISA	05/09/2019	11,183,708.66	11,156,000.00	11,525,681.73	2.800	2.583	2.619	12/14/2022	531
931142EL3	39714	WALMART	07/29/2019	5,095,593.68	5,000,000.00	5,336,372.55	2.850	2.148	2.178	07/08/2024	1,103
931142EK5	39996	WALMART	10/30/2019	10,285,565.35	10,000,000.00	10,597,555.70	3.400	1.878	1.904	06/26/2023	725
931142DV2	40315	WALMART	02/07/2020	28,790,471.89	27,975,000.00	29,804,271.82	2.650	1.741	1.765	12/15/2024	1,263
30231GBB7	39747	EXXON MOBIL CORP	08/16/2019	5,000,000.00	5,000,000.00	5,092,473.00	1.902	1.875	1.902	08/16/2022	411
30231GAC6	39998	EXXON MOBIL CORP	10/31/2019	5,154,546.70	5,000,000.00	5,325,890.40	3.176	1.950	1.977	03/15/2024	988

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	16,094,163.30	2.992	2.951	2.992	03/19/2025	1,357
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,268,928.78	5,000,000.00	5,318,415.05	2.709	1.184	1.200	03/06/2025	1,344
		Subtotal and Average		**786,523,677.64**	**782,836,000.00**	**798,463,716.79**		**1.551**	**1.572**		**820**
Asset Backed Securities (ABS)											
02007TAC9	40134	ALLY Auto Receivables Trust	12/11/2019	11,725,062.97	11,727,082.37	11,833,177.28	1.840	1.829	1.854	06/17/2024	1,082
05522RDA3	39082	BANK OF AMERICA CREDIT CARD	12/18/2018	15,000,585.94	15,000,000.00	15,017,257.50	3.100	3.064	3.107	12/15/2023	897
05591RAC8	40990	BMW VEHICLE LEASE TRUST	03/10/2021	12,099,616.43	12,100,000.00	12,109,995.81	0.290	0.288	0.292	01/25/2024	938
05588CAC6	39861	BMW VEHICLE OWNER TRUST	09/18/2019	13,059,020.42	13,060,775.79	13,188,400.47	1.920	1.907	1.934	01/25/2024	938
09661RAD3	40530	BMW VEHICLE OWNER TRUST	07/15/2020	8,499,358.25	8,500,000.00	8,525,352.95	0.480	0.477	0.484	10/25/2024	1,212
161571HP2	40336	CHASE ISSUANCE TRUST (ABS)	02/18/2020	26,993,814.30	27,000,000.00	27,526,027.50	1.530	1.523	1.544	01/15/2025	1,294
14041NFU0	39811	Capital One Multi Execution Tr	09/05/2019	34,991,187.00	35,000,000.00	35,602,528.50	1.720	1.711	1.735	08/15/2024	1,141
14042WAC4	39586	Capital One Prime Auto Receiv	05/30/2019	5,785,170.29	5,786,342.60	5,855,690.18	2.510	2.500	2.535	11/15/2023	867
14043MAC5	40340	Capital One Prime Auto Receiv	02/19/2020	24,994,685.00	25,000,000.00	25,336,167.50	1.600	1.592	1.614	11/15/2024	1,233
14687TAC1	41209	Carvana Auto Receivables Trust	06/24/2021	14,999,145.00	15,000,000.00	14,978,004.00	0.490	0.486	0.492	03/10/2026	1,713
254683CH6	40411	Discover Card Execution Note	03/23/2020	15,131,250.00	15,000,000.00	15,094,390.50	3.320	2.792	2.831	03/15/2024	988
34532NAC9	40958	FORD MOTOR	02/22/2021	19,998,314.00	20,000,000.00	19,983,084.00	0.300	0.299	0.304	08/15/2025	1,506
36259KAD9	40341	GM Fin'cl Auto Leasing Trust	02/19/2020	4,999,550.00	5,000,000.00	5,030,419.50	1.670	1.659	1.682	12/20/2022	537
36259PAD8	40512	GM Fin'cl Auto Leasing Trust	06/17/2020	1,499,805.75	1,500,000.00	1,508,051.85	0.800	0.798	0.809	07/20/2023	749
362569AC9	40623	GM Fin'cl Auto Leasing Trust	09/29/2020	8,499,185.70	8,500,000.00	8,518,095.65	0.450	0.450	0.456	08/21/2023	781
36261RAC2	40964	GM Fin'cl Auto Leasing Trust	02/24/2021	8,249,155.20	8,250,000.00	8,252,222.55	0.260	0.263	0.266	02/20/2024	964
44891VAC5	41187	Hyundai Auto Lease Sec Trust	06/16/2021	22,496,625.00	22,500,000.00	22,458,987.00	0.330	0.335	0.339	06/17/2024	1,082
43814UAG4	38738	HONDA AUTO RECEIVABLES OWNER T	05/30/2018	682,807.56	682,822.45	684,190.21	3.010	2.988	3.030	05/18/2022	321
43815AAC6	39013	HONDA AUTO RECEIVABLES OWNER T	11/28/2018	7,577,899.82	7,579,032.88	7,656,235.18	3.160	3.144	3.188	01/17/2023	565
43814WAC9	39269	HONDA AUTO RECEIVABLES OWNER T	02/27/2019	7,394,072.74	7,394,270.91	7,482,957.80	2.830	2.809	2.848	03/20/2023	627
43815MAC0	39582	HONDA AUTO RECEIVABLES OWNER T	05/29/2019	11,816,914.61	11,817,355.40	11,968,109.40	2.520	2.500	2.535	06/21/2023	720
43815NAC8	39777	HONDA AUTO RECEIVABLES OWNER T	08/27/2019	6,780,415.93	6,780,472.20	6,842,901.36	1.780	1.762	1.787	08/15/2023	775
43813RAC1	40346	HONDA AUTO RECEIVABLES OWNER T	02/26/2020	16,496,766.00	16,500,000.00	16,729,861.50	1.610	1.602	1.625	04/21/2024	1,025
43813GAC5	40965	HONDA AUTO RECEIVABLES OWNER T	02/24/2021	11,749,784.98	11,750,000.00	11,741,702.15	0.270	0.267	0.271	04/21/2025	1,390
44891JAC2	40017	HYUNDAI AUTO RECEIVABLES TRUST	11/06/2019	10,945,987.92	10,946,492.55	11,054,097.67	1.940	1.923	1.950	02/15/2024	959
44933LAC7	41111	HYUNDAI AUTO RECEIVABLES TRUST	04/28/2021	9,499,000.60	9,500,000.00	9,497,024.60	0.380	0.379	0.385	09/15/2025	1,537
41284UAD6	40294	Harley-Davidson Motorcycle	01/29/2020	9,997,819.00	10,000,000.00	10,100,948.00	1.870	1.861	1.886	10/15/2024	1,202

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Asset Backed Securities (ABS)											
41284NAB6	40950	Harley-Davidson Motorcycle	02/18/2021	4,835,205.40	4,835,676.88	4,836,745.08	0.220	0.223	0.226	04/15/2024	1,019
40440YAA7	40979	HEWLETT-PACKARD	03/03/2021	15,830,524.32	15,830,524.32	15,830,744.36	0.165	0.163	0.165	03/21/2022	263
477870AC3	39706	JOHN DEERE OWNER TRUST	07/24/2019	6,144,877.21	6,146,182.04	6,226,320.26	2.210	2.199	2.230	12/15/2023	897
47787NAC3	40533	JOHN DEERE OWNER TRUST	07/22/2020	4,499,314.20	4,500,000.00	4,511,163.15	0.510	0.510	0.517	11/15/2024	1,233
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	7,748,510.45	7,750,000.00	7,739,961.43	0.360	0.363	0.369	09/15/2025	1,537
58769QAC5	40062	MERCEDES-BENZ AUTO LEASE TRUST	11/20/2019	8,043,141.73	8,044,420.79	8,098,390.81	2.000	1.991	2.019	10/15/2022	471
58770FAC6	40392	MERCEDES-BENZ AUTO LEASE TRUST	03/17/2020	29,889,843.75	30,000,000.00	30,219,696.00	1.840	2.080	2.109	12/15/2022	532
58770FAC6	40410	MERCEDES-BENZ AUTO LEASE TRUST	03/23/2020	5,895,000.00	6,000,000.00	6,043,939.20	1.840	3.073	3.116	12/15/2022	532
58769EAB4	40608	MERCEDES-BENZ AUTO LEASE TRUST	09/23/2020	4,620,608.29	4,621,029.27	4,623,029.25	0.310	0.313	0.317	02/15/2023	594
58769KAD6	41220	MERCEDES-BENZ AUTO LEASE TRUST	06/29/2021	14,748,886.38	14,750,000.00	14,742,709.08	0.400	0.399	0.404	11/15/2024	1,233
58769TAD7	39883	MERCEDES -BENZ AUTO REC TRUST	09/25/2019	24,894,933.37	24,898,361.87	25,156,993.60	1.930	1.917	1.944	03/15/2024	988
58769VAC4	40515	MERCEDES -BENZ AUTO REC TRUST	06/23/2020	4,999,609.50	5,000,000.00	5,019,959.50	0.550	0.546	0.554	02/18/2025	1,328
65479HAC1	39578	Nissan Auto Receivables Owner	05/28/2019	14,477,133.62	14,480,407.64	14,677,530.88	2.500	2.489	2.523	11/15/2023	867
65480BAC1	41206	Nissan Auto Receivables Owner	06/23/2021	39,999,324.00	40,000,000.00	39,955,912.00	0.330	0.326	0.331	10/15/2025	1,567
80286DAC2	41207	Santander Retail Auto Lease Tr	06/23/2021	15,448,048.67	15,450,000.00	15,413,890.26	0.510	0.511	0.518	08/20/2024	1,146
89231PAD0	38958	TOYOTA AUTO REC OWNER TRUST	11/07/2018	4,306,618.03	4,307,549.75	4,351,683.18	3.180	3.167	3.211	03/15/2023	622
89233MAD5	40038	TOYOTA AUTO REC OWNER TRUST	11/13/2019	19,498,592.10	19,500,000.00	19,741,897.50	1.920	1.904	1.931	01/15/2024	928
89240BAC2	40930	TOYOTA AUTO REC OWNER TRUST	02/08/2021	15,497,123.20	15,500,000.00	15,486,601.80	0.260	0.265	0.269	05/15/2025	1,414
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	29,996,769.00	30,000,000.00	29,934,093.00	0.260	0.261	0.265	11/17/2025	1,600
89238EAC0	41089	Toyota Lease Owner Trust	04/21/2021	12,998,482.90	13,000,000.00	13,007,040.80	0.390	0.392	0.397	04/22/2024	1,026
92868LAD3	40416	VOLKSWAGEN AUTO LOAN ENHANCED	03/24/2020	4,621,145.48	4,640,177.46	4,668,516.42	3.020	3.449	3.497	11/21/2022	508
92867XAD8	39913	Volkswagen Auto Lease Trust	10/04/2019	10,382,034.12	10,382,198.16	10,446,716.25	1.990	1.971	1.999	11/21/2022	508
92868VAC3	40801	Volkswagen Auto Lease Trust	12/03/2020	7,498,586.25	7,500,000.00	7,510,038.00	0.390	0.750	0.760	01/22/2024	935
92349GAA9	39612	VERIZON OWNER TRUST	06/12/2019	34,997,553.50	35,000,000.00	35,384,667.50	2.330	2.312	2.344	12/20/2023	902
92348AAA3	39920	VERIZON OWNER TRUST	10/08/2019	23,998,149.60	24,000,000.00	24,339,004.80	1.940	1.924	1.951	04/20/2024	1,024
92290BAA9	40549	VERIZON OWNER TRUST	08/12/2020	29,243,857.50	29,250,000.00	29,328,647.40	0.470	0.473	0.480	02/20/2025	1,330
92348CAA9	40712	VERIZON OWNER TRUST	11/02/2020	20,496,672.85	20,500,000.00	20,532,129.65	0.410	0.412	0.417	04/21/2025	1,390
98164EAC9	40937	World Omni Auto Rec'vble Trust	02/10/2021	13,999,046.60	14,000,000.00	13,974,497.60	0.300	0.298	0.303	01/15/2026	1,659
		Subtotal and Average		**771,572,592.43**	**771,761,175.33**	**776,378,399.37**		**1.285**	**1.303**		**1,092**
Municipal Bonds											
13063DVM7	40577	CALIFORNIA STATE	09/09/2020	29,576,593.76	26,650,000.00	29,628,137.50	5.000	0.266	0.270	11/01/2023	853

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Municipal Bonds											
13059QAF2	41014	CA SCH FIN AUTH	03/24/2021	15,000,000.00	15,000,000.00	15,003,450.00	0.220	0.216	0.220	12/30/2021	182
13059QAK1	41028	CA SCH FIN AUTH	03/30/2021	16,435,000.00	16,435,000.00	16,442,067.05	0.260	0.256	0.260	12/30/2021	182
13059QAH8	41029	CA SCH FIN AUTH	03/30/2021	2,500,000.00	2,500,000.00	2,501,075.00	0.260	0.256	0.260	12/30/2021	182
13059QAN5	41090	CA SCH FIN AUTH	04/22/2021	6,500,000.00	6,500,000.00	6,500,520.00	0.180	0.177	0.180	08/30/2021	60
374288AB4	40910	J PAUL GETTY TRUST	01/28/2021	15,000,000.00	15,000,000.00	14,944,740.90	0.391	0.385	0.391	01/01/2024	914
54438CYH9	40736	Los Angeles CA CMNTY CLG DIST	11/10/2020	4,000,000.00	4,000,000.00	4,005,800.00	0.444	0.437	0.444	08/01/2023	761
65887PHS7	37523	North Dakota State Finance	03/06/2017	504,317.54	500,000.00	506,030.00	5.000	1.400	1.420	10/01/2021	92
7976466Q4	40498	SAN FRANCISCO CITY & CNTY CA	05/07/2020	1,298,519.66	1,250,000.00	1,308,200.00	5.000	0.877	0.889	06/15/2022	349
799408Z69	40654	San Ramon Valley Unified SCD	10/20/2020	5,040,000.00	5,040,000.00	5,039,294.40	0.367	0.361	0.367	08/01/2023	761
91412GWY7	39314	UNIVERSITY CALIFORNIA REVS	03/15/2019	4,008,626.74	4,000,000.00	4,090,080.00	2.826	2.530	2.566	05/15/2022	318
91412HEX7	39321	UNIVERSITY CALIFORNIA REVS	03/19/2019	1,000,000.00	1,000,000.00	1,041,840.00	2.657	2.620	2.657	05/15/2023	683
91412HEW9	39322	UNIVERSITY CALIFORNIA REVS	03/19/2019	665,000.00	665,000.00	678,712.30	2.608	2.571	2.606	05/15/2022	318
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	5,016,250.00	0.883	0.870	0.883	05/15/2025	1,414
91412HJK0	40993	UNIVERSITY CALIFORNIA REVS	03/10/2021	2,500,000.00	2,500,000.00	2,479,950.00	0.367	0.361	0.366	05/15/2024	1,049
917542WF5	40481	UTAH ST	04/23/2020	3,245,747.04	3,000,000.00	3,289,500.00	5.000	0.828	0.840	07/01/2023	730
		Subtotal and Average		**112,273,804.74**	**109,040,000.00**	**112,475,647.15**		**0.452**	**0.459**		**597**
Commercial Paper, Discount											
02314PX89	41041	Amazon	04/07/2021	49,991,749.65	50,000,000.00	49,991,203.50	0.060	0.061	0.061	10/08/2021	99
06054NZN4	41212	BANK OF AMERICA	06/25/2021	49,969,097.86	50,000,000.00	49,966,377.50	0.130	0.130	0.131	12/22/2021	174
1247P2U85	41049	CORPORATE ASSET FUNDING CO.	04/09/2021	49,998,743.11	50,000,000.00	49,998,666.50	0.130	0.130	0.131	07/08/2021	7
1247P3A77	41076	CORPORATE ASSET FUNDING CO.	04/16/2021	39,964,342.10	40,000,000.00	39,969,510.80	0.170	0.172	0.175	01/07/2022	190
15963TUP2	41051	CHARIOT FDG LLC	04/09/2021	49,995,745.79	50,000,000.00	49,996,166.50	0.140	0.140	0.142	07/23/2021	22
17327BAE5	41083	CITIGROUP GLOBAL MARKETS	04/20/2021	28,773,366.63	28,800,000.00	28,776,873.60	0.170	0.172	0.175	01/14/2022	197
17327BAA3	41091	CITIGROUP GLOBAL MARKETS	04/22/2021	33,969,203.65	34,000,000.00	33,973,493.94	0.170	0.172	0.175	01/10/2022	193
17327BAE5	41098	CITIGROUP GLOBAL MARKETS	04/26/2021	34,966,224.65	35,000,000.00	34,971,895.00	0.180	0.180	0.182	01/14/2022	197
17327BAU9	41120	CITIGROUP GLOBAL MARKETS	05/04/2021	22,076,753.37	22,100,000.00	22,080,304.92	0.180	0.183	0.185	01/28/2022	211
12619TX82	41050	CRC FUNDING LLC	04/09/2021	49,978,356.49	50,000,000.00	49,984,259.50	0.160	0.160	0.162	10/08/2021	99
43851TVD5	40816	HONEYWELL	12/09/2020	59,987,003.43	60,000,000.00	59,991,884.40	0.180	0.182	0.184	08/13/2021	43
46640PUP6	40690	JP Morgan Securities	10/28/2020	49,992,298.84	50,000,000.00	49,996,166.50	0.250	0.253	0.257	07/23/2021	22
46640PUW1	40933	JP Morgan Securities	02/09/2021	49,993,990.04	50,000,000.00	49,995,000.00	0.150	0.150	0.152	07/30/2021	29
19121AV65	41038	Coca-Cola Co	04/07/2021	24,998,508.25	25,000,000.00	24,997,036.50	0.060	0.060	0.060	08/06/2021	36

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Commercial Paper, Discount											
19121AVD0	41044	Coca-Cola Co	04/08/2021	24,998,218.18	25,000,000.00	24,996,618.50	0.060	0.060	0.060	08/13/2021	43
59157TVX8	41000	METLIFE SHORT TERM FUND	03/16/2021	24,995,026.38	25,000,000.00	24,997,818.50	0.120	0.120	0.121	08/31/2021	61
7426M2UM1	40701	PRIVATE EXPORT FUND CORPORATIO	10/30/2020	24,998,180.58	25,000,000.00	24,998,250.00	0.130	0.131	0.133	07/21/2021	20
7426M2UW9	40786	PRIVATE EXPORT FUND CORPORATIO	11/30/2020	34,995,739.81	35,000,000.00	34,996,500.00	0.150	0.152	0.154	07/30/2021	29
7426M4WQ6	41022	PRIVATE EXPORT FUND CORPORATIO	03/26/2021	34,994,340.48	35,000,000.00	34,990,914.35	0.070	0.070	0.070	09/24/2021	85
21687AUT8	40703	RABOBANK	10/30/2020	24,995,995.72	25,000,000.00	24,997,750.00	0.220	0.223	0.226	07/27/2021	26
82124LVX7	41152	SHEFFIELD RECEIVABLES CORP	05/28/2021	34,995,358.95	35,000,000.00	34,993,932.05	0.080	0.080	0.081	08/31/2021	61
89233GUM6	40715	TOYOTA MOTOR CREDIT	11/03/2020	49,993,294.78	50,000,000.00	49,998,833.50	0.240	0.242	0.246	07/21/2021	20
89233HA79	41074	TOYOTA MOTOR CREDIT	04/15/2021	64,931,829.06	65,000,000.00	64,965,513.60	0.200	0.203	0.206	01/07/2022	190
		Subtotal and Average		**914,553,367.80**	**914,900,000.00**	**914,624,969.66**		**0.154**	**0.156**		**88**
Treasury Bills											
9127963S6	40661	U.S. TREASURY NOTES	10/21/2020	39,998,509.54	40,000,000.00	39,999,320.00	0.095	0.096	0.097	07/15/2021	14
9127964L0	40826	U.S. TREASURY NOTES	12/10/2020	99,983,121.30	100,000,000.00	99,991,000.00	0.087	0.088	0.089	09/09/2021	70
9127964L0	40835	U.S. TREASURY NOTES	12/11/2020	49,992,042.99	50,000,000.00	49,995,500.00	0.083	0.083	0.084	09/09/2021	70
		Subtotal and Average		**189,973,673.83**	**190,000,000.00**	**189,985,820.00**		**0.089**	**0.090**		**58**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2020	43,126,043.45	43,126,043.45	43,126,043.45	0.264	0.260	0.264		1
		Subtotal and Average		**43,126,043.45**	**43,126,043.45**	**43,126,043.45**		**0.260**	**0.264**		**1**
Money Market											
SYS40461	40461	Dreyfus Government Cash Mgmt	04/15/2020	411.00	411.00	411.00	0.030	0.029	0.030		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	804.84	804.84	804.84	0.010	0.009	0.010		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	1,987.08	1,987.08	1,987.08	0.010	0.009	0.010		1
SYS23519	23519	BLACKKROCK TREASURY LIQ FUND	02/01/2008	518,080,637.96	518,080,637.96	518,080,637.96	0.010	0.009	0.010		1
		Subtotal and Average		**518,083,840.88**	**518,083,840.88**	**518,083,840.88**		**0.010**	**0.010**		**1**
Other - Floaters - Daily Reset											
06417MLT0	40758	BANK OF NOVA SCOTIA HOUSTON	11/19/2020	90,000,000.00	90,000,000.00	90,016,290.00	0.230	0.220	0.223	08/20/2021	50
459058JJ3	40600	INTL BANK RECON & DEVELOP	09/18/2020	45,000,000.00	45,000,000.00	45,297,000.00	0.360	0.359	0.364	09/18/2025	1,540
		Subtotal and Average		**135,000,000.00**	**135,000,000.00**	**135,313,290.00**		**0.267**	**0.271**		**546**

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Agency - Floaters - Daily Reset											
31422BM64	40547	FARMER MAC	08/11/2020	25,000,000.00	25,000,000.00	25,020,725.00	0.200	0.197	0.200	08/11/2022	406
31422BR36	40614	FARMER MAC	09/25/2020	35,000,000.00	35,000,000.00	35,059,113.95	0.250	0.244	0.247	09/25/2023	816
31422B2B5	40671	FARMER MAC	10/23/2020	35,000,000.00	35,000,000.00	35,024,505.25	0.170	0.168	0.170	10/23/2023	844
3133EL4V3	40559	FFCB NOTES	08/28/2020	74,995,946.52	75,000,000.00	75,042,500.25	0.135	0.120	0.121	07/25/2022	389
3133EMGG1	40729	FFCB NOTES	11/06/2020	42,000,000.00	42,000,000.00	42,084,953.40	0.185	0.170	0.172	11/06/2023	858
3133EMJH6	40793	FFCB NOTES	12/02/2020	60,000,000.00	60,000,000.00	60,049,809.00	0.150	0.150	0.152	12/02/2022	519
3133EMJV5	40811	FFCB NOTES	12/08/2020	45,000,000.00	45,000,000.00	45,051,240.15	0.170	0.160	0.162	12/08/2023	890
3133EMLK6	40862	FFCB NOTES	12/21/2020	30,000,000.00	30,000,000.00	30,006,830.10	0.110	0.120	0.121	10/21/2022	477
3133EMPZ9	40934	FFCB NOTES	02/09/2021	6,000,000.00	6,000,000.00	5,999,550.42	0.105	0.098	0.100	02/09/2023	588
3133EMXV9	41112	FFCB NOTES	04/29/2021	35,000,000.00	35,000,000.00	34,983,187.05	0.110	0.108	0.109	04/29/2024	1,033
3133EMH70	41180	FFCB NOTES	06/14/2021	25,000,000.00	25,000,000.00	24,979,020.75	0.080	0.079	0.080	06/14/2023	713
3130AKEA0	40696	FHLB NOTES	10/29/2020	50,000,000.00	50,000,000.00	49,995,093.50	0.250	0.249	0.252	10/29/2025	1,581
3130AKEA0	40697	FHLB NOTES	10/29/2020	10,000,000.00	10,000,000.00	9,999,018.70	0.250	0.249	0.252	10/29/2025	1,581
3130AKK47	40848	FHLB NOTES	12/15/2020	45,000,000.00	45,000,000.00	45,015,705.00	0.110	0.105	0.106	12/15/2022	532
		Subtotal and Average		**517,995,946.52**	**518,000,000.00**	**518,311,252.52**		**0.157**	**0.159**		**763**
Supranationals - Green Bond											
45818WBU9	38324	IADB	12/21/2017	25,000,000.00	25,000,000.00	25,006,982.25	0.234	1.520	1.541	01/15/2022	198
		Subtotal and Average		**25,000,000.00**	**25,000,000.00**	**25,006,982.25**		**1.520**	**1.541**		**198**
Supranationals											
45818WBP0	38317	IADB	12/21/2017	45,008,287.07	45,000,000.00	45,025,200.00	0.254	1.430	1.449	07/15/2022	379
45818WBM7	38385	IADB	01/12/2018	20,001,430.62	20,000,000.00	20,002,193.20	0.384	1.770	1.794	07/15/2021	14
45818WBM7A	38739	IADB	05/30/2018	10,000,946.41	10,000,000.00	10,001,096.60	0.384	1.583	1.605	07/15/2021	14
4581X0DF2	39495	IADB	04/29/2019	17,089,186.89	17,000,000.00	17,936,190.00	2.625	2.372	2.405	01/16/2024	929
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,163,350.00	0.260	0.290	0.294	02/04/2025	1,314
459058GQ0	39367	INTL BANK RECON & DEVELOP	04/02/2019	5,019,373.92	5,000,000.00	5,275,100.00	2.500	2.315	2.347	03/19/2024	992
459058GH0	40161	INTL BANK RECON & DEVELOP	12/16/2019	40,024,661.35	40,000,000.00	40,061,880.00	2.750	1.698	1.722	07/23/2021	22
45906M2B6	40684	INTL BANK RECON & DEVELOP	10/27/2020	25,130,670.43	25,000,000.00	25,194,750.00	0.440	0.300	0.304	06/17/2024	1,082
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,497,556.38	2,500,000.00	2,470,237.45	0.500	0.515	0.522	10/28/2025	1,580
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,985,338.25	15,000,000.00	14,821,424.70	0.500	0.515	0.522	10/28/2025	1,580
459058JM6	40773	INTL BANK RECON & DEVELOP	11/24/2020	12,239,428.25	12,250,000.00	12,209,607.22	0.250	0.282	0.286	11/24/2023	876

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Supranationals											
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,916,951.95	10,000,000.00	9,893,159.30	0.650	0.822	0.834	02/10/2026	1,685
		Subtotal and Average		**246,913,831.52**	**246,750,000.00**	**248,054,188.47**		**1.122**	**1.137**		**731**
		Total Investments and Average		**9,828,655,639.58**	**9,803,061,589.72**	**9,867,890,266.68**		**0.746**	**0.756**		**615**

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Fund WK - WORKERS COMP
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3138LGKH8	39318	FNMA Multi-Family	03/19/2019	2,953,125.00	3,000,000.00	3,096,422.46	2.470	2.794	2.833	01/01/2024	914
3136AEX69	40525	FNMA Multi-Family	06/26/2020	400,134.58	385,236.75	394,135.30	2.389	0.728	0.739	01/25/2023	573
		Subtotal and Average		**3,353,259.58**	**3,385,236.75**	**3,490,557.76**		**2.548**	**2.584**		**873**
Federal Agency Bonds											
3133EJZU6	38872	FFCB NOTES	09/27/2018	2,999,332.95	3,000,000.00	3,018,209.85	2.850	2.915	2.956	09/20/2021	81
3133EJZH5	38879	FFCB NOTES	10/05/2018	997,315.99	1,000,000.00	1,032,068.06	2.800	2.997	3.038	09/13/2022	439
3133EJ3B3	39112	FFCB NOTES	12/24/2018	2,000,590.98	2,000,000.00	2,024,880.16	2.800	2.695	2.732	12/17/2021	169
3130A0F70	39114	FHLB NOTES	12/24/2018	1,518,899.25	1,500,000.00	1,610,166.03	3.375	2.778	2.817	12/08/2023	890
3137EAEC9	37310	FHLMC NOTES	12/30/2016	2,497,660.76	2,500,000.00	2,503,031.85	1.125	1.961	1.988	08/12/2021	42
3135G03U5	40497	FNMA NOTES	05/07/2020	1,501,762.71	1,500,000.00	1,498,689.65	0.625	0.585	0.593	04/22/2025	1,391
		Subtotal and Average		**11,515,562.64**	**11,500,000.00**	**11,687,045.60**		**2.356**	**2.388**		**396**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	3,000,014.70	0.750	0.739	0.750	05/19/2025	1,418
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	2,000,009.80	0.750	0.739	0.750	05/19/2025	1,418
3134GW6E1	40718	FHLMC NOTES	11/02/2020	2,500,000.00	2,500,000.00	2,497,588.23	0.320	0.315	0.320	11/02/2023	854
		Subtotal and Average		**7,500,000.00**	**7,500,000.00**	**7,497,612.73**		**0.598**	**0.607**		**1,230**
Money Market											
SYS34789	34789	BLACKKROCK TREASURY LIQ FUND	12/26/2013	4,971,369.68	4,971,369.68	4,971,369.68	0.010	0.009	0.010		1
		Subtotal and Average		**4,971,369.68**	**4,971,369.68**	**4,971,369.68**		**0.010**	**0.010**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,497,556.38	2,500,000.00	2,470,237.45	0.500	0.515	0.522	10/28/2025	1,580
		Subtotal and Average		**2,497,556.38**	**2,500,000.00**	**2,470,237.45**		**0.516**	**0.523**		**1,580**
		Total Investments and Average		**29,837,748.28**	**29,856,606.43**	**30,116,823.22**		**1.391**	**1.410**		**692**

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Fund PCF - PARK CHARTER FUND
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133EJ3B3	39113	FFCB NOTES	12/24/2018	1,700,502.33	1,700,000.00	1,721,148.14	2.800	2.695	2.732	12/17/2021	169
3137EAEC9	37307	FHLMC NOTES	12/30/2016	499,532.15	500,000.00	500,606.37	1.125	1.961	1.988	08/12/2021	42
		Subtotal and Average		**2,200,034.48**	**2,200,000.00**	**2,221,754.51**		**2.529**	**2.564**		**140**
Federal Agency Bonds - CALLABLE											
3134GW6E1	40717	FHLMC NOTES	11/02/2020	1,000,000.00	1,000,000.00	999,035.29	0.320	0.315	0.320	11/02/2023	854
		Subtotal and Average		**1,000,000.00**	**1,000,000.00**	**999,035.29**		**0.316**	**0.320**		**854**
Money Market											
SYS33657	33657	BLACKKROCK TREASURY LIQ FUND	09/30/2012	1,194,386.87	1,194,386.87	1,194,386.87	0.010	0.009	0.010		1
		Subtotal and Average		**1,194,386.87**	**1,194,386.87**	**1,194,386.87**		**0.010**	**0.010**		**1**
		Total Investments and Average		**4,394,421.35**	**4,394,386.87**	**4,415,176.67**		**1.340**	**1.359**		**264**

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Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
010411AE6	39793	Alabama State	08/30/2019	501,663.68	500,000.00	501,970.00	5.000	0.947	0.960	08/01/2021	31
041042UP5	40021	ARKANSAS ST	11/07/2019	511,590.52	500,000.00	517,945.00	3.000	1.094	1.110	10/01/2022	457
13063C5Q9	37543	CALIFORNIA ST	03/14/2017	516,055.03	500,000.00	526,325.00	5.000	1.844	1.870	08/01/2022	396
13063DSG4	40064	CALIFORNIA ST	11/20/2019	525,651.27	500,000.00	532,345.00	5.000	1.065	1.080	11/01/2022	488
20772JQ96	37546	Connecticut-F	03/09/2017	505,493.92	500,000.00	509,010.00	5.000	1.873	1.900	11/15/2021	137
246381NB9	39874	DELAWARE ST	09/23/2019	546,855.87	500,000.00	561,650.00	5.000	1.242	1.260	02/01/2024	945
373385CF8	40048	GEORGIA ST	11/15/2019	519,217.76	500,000.00	524,415.00	5.000	1.075	1.090	07/01/2022	365
419792JY3	39790	Hawaii State	08/30/2019	544,943.71	500,000.00	553,620.00	5.000	0.907	0.920	10/01/2023	822
57582RKW5	37561	MASSACHUSETTS ST	03/16/2017	204,833.52	200,000.00	207,288.00	5.000	1.607	1.630	04/01/2022	274
57582RWB8	39846	MASSACHUSETTS ST	09/13/2019	518,782.14	500,000.00	524,315.00	5.000	1.154	1.170	07/01/2022	365
57582RQU3	40039	MASSACHUSETTS ST	11/13/2019	108,707.06	100,000.00	111,150.00	5.000	1.154	1.170	11/01/2023	853
574193KT4	39795	MARYLAND ST	08/30/2019	104,236.94	100,000.00	105,288.00	5.000	1.006	1.020	08/01/2022	396
574193RL4	39807	MARYLAND ST	09/04/2019	540,538.38	500,000.00	550,275.00	5.000	1.006	1.020	08/01/2023	761
574193PA0	40057	MARYLAND ST	11/19/2019	312,452.31	300,000.00	315,864.00	5.000	1.085	1.100	08/01/2022	396
60412AQP1	39803	MINNESOTA ST	09/03/2019	541,090.20	500,000.00	549,835.00	5.000	0.957	0.970	08/01/2023	761
6041297C4	39813	MINNESOTA ST	09/05/2019	521,185.28	500,000.00	526,325.00	5.000	1.006	1.020	08/01/2022	396
60412ADC4	40040	MINNESOTA ST	11/13/2019	416,483.50	400,000.00	421,060.00	5.000	1.115	1.131	08/01/2022	396
658256Z21	39792	NORTH CAROLINA ST	08/30/2019	537,829.98	500,000.00	546,475.00	5.000	0.956	0.970	06/01/2023	700
647293RQ4	39826	NEW MEXICO ST SEVERANCE TAX	09/10/2019	512,962.96	500,000.00	516,055.00	5.000	1.035	1.050	03/01/2022	243
677521Q82	37526	OHIO ST	03/08/2017	307,546.02	305,000.00	308,687.45	5.000	1.509	1.530	10/01/2021	92
677522XY5	39812	OHIO ST	09/05/2019	511,436.03	500,000.00	514,160.00	5.000	1.006	1.020	02/01/2022	215
677522Q80	40063	OHIO ST	11/20/2019	531,216.77	500,000.00	540,320.00	5.000	1.155	1.171	03/01/2023	608
68609BSH1	39791	OREGON ST	08/30/2019	555,823.87	500,000.00	567,080.00	5.000	0.948	0.961	05/01/2024	1,035
882723RA9	40026	TEXAS STATE REFUNDING	11/08/2019	533,125.22	500,000.00	542,310.00	5.000	1.114	1.130	04/01/2023	639
917542UG5	40033	UTAH ST	11/12/2019	537,595.11	500,000.00	548,250.00	5.000	1.134	1.150	07/01/2023	730
9242582V7	39794	VERMONT ST	08/30/2019	532,066.06	500,000.00	539,005.00	5.000	0.956	0.970	02/15/2023	594
93974CC65	37524	WASHINGTON ST	03/08/2017	500,000.00	500,000.00	500,000.00	5.000	1.352	1.371	07/01/2021	0
93974DM70	40027	WASHINGTON ST	11/08/2019	612,996.57	550,000.00	629,799.50	5.000	1.154	1.170	08/01/2024	1,127
97705MFT7	37717	WISCONSIN STATE	03/29/2017	513,247.00	500,000.00	520,295.00	5.000	1.647	1.670	05/01/2022	304
956553XU0	40032	West Virginia State	11/12/2019	605,164.61	565,000.00	617,285.10	5.000	1.183	1.200	06/01/2023	700
		Subtotal and Average		**14,230,791.29**	**13,520,000.00**	**14,428,402.05**		**1.166**	**1.183**		**526**

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Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
June 30, 2021

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity
Money Market - Tax Exempt										
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	6,855,957.69	6,855,957.69	6,855,957.69	0.010	0.009	0.010	1
		Subtotal and Average		**6,855,957.69**	**6,855,957.69**	**6,855,957.69**		**0.010**	**0.010**	**1**
		Total Investments and Average		**21,086,748.98**	**20,375,957.69**	**21,284,359.74**		**0.790**	**0.801**	**355**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
April 1, 2021 - June 30, 2021
Sorted by Transaction Date - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41033	COMM	5148X0R56	LANDES DISC NOTE	Purchase	04/01/2021	LANDES	99,999,333.34			-99,999,333.34
36731	COMM	13063CP87	CALIFORNIA ST FOR	Redemption	04/01/2021	CALIFORNIA ST		15,000,000.00		15,000,000.00
40997	COMM	91058TR16	UNH DISC NOTE	Redemption	04/01/2021	UnitedHealth Group		40,000,000.00		40,000,000.00
36731	COMM	13063CP87	CALIFORNIA ST FOR	Interest	04/01/2021	CALIFORNIA ST			112,500.00	112,500.00
37523	COMM	65887PHS7	NORTH DAKOTA	Interest	04/01/2021	North Dakota State F			12,500.00	12,500.00
40391	COMM	31422BWJ5	FEDERAL AGRIC	Interest	04/01/2021	FARMER MAC			11,083.33	11,083.33
40585	COMM	3133ELVQ4	FEDERAL FARM CR	Interest	04/01/2021	FFCB NOTES			71,250.00	71,250.00
		Totals for 04/01/2021					**99,999,333.34**	**55,000,000.00**	**207,333.33**	**-44,792,000.01**
41034	COMM	5148X0R64	LANDES DISC NOTE	Purchase	04/05/2021	LANDES	99,999,833.34			-99,999,833.34
41035	COMM	63873JR69	NATXNY DISC NOTE	Purchase	04/05/2021	Natixis NY Branch	99,999,833.34			-99,999,833.34
41033	COMM	5148X0R56	LANDES DISC NOTE	Redemption	04/05/2021	LANDES		100,000,000.00		100,000,000.00
37783	COMM	3135G0T45	FEDERAL NATL MTG	Interest	04/05/2021	FNMA NOTES			375,000.00	375,000.00
38163	COMM	3135G0T78	FEDERAL NATL MTG	Interest	04/05/2021	FNMA NOTES			50,000.00	50,000.00
37590	COMM	SYS37590	JPM TE 0.44%	Interest	04/05/2021	JP MORGAN US			2,207.64	2,207.64
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	04/05/2021	JP MORGAN US	2,207.64			-2,207.64
40461	COMM	SYS40461	DGCXX 0.%	Interest	04/05/2021	Dreyfus Government			1,150.82	1,150.82
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/05/2021	Dreyfus Government	1,150.82			-1,150.82
		Totals for 04/05/2021					**200,003,025.14**	**100,000,000.00**	**428,358.46**	**-99,574,666.68**
41036	COMM	5148X0R72	LANDES DISC NOTE	Purchase	04/06/2021	LANDES	99,999,833.34			-99,999,833.34
41037	COMM	63873JR77	NATXNY DISC NOTE	Purchase	04/06/2021	Natixis NY Branch	49,999,916.67			-49,999,916.67
41034	COMM	5148X0R64	LANDES DISC NOTE	Redemption	04/06/2021	LANDES		100,000,000.00		100,000,000.00
41035	COMM	63873JR69	NATXNY DISC NOTE	Redemption	04/06/2021	Natixis NY Branch		100,000,000.00		100,000,000.00
		Totals for 04/06/2021					**149,999,750.01**	**200,000,000.00**		**50,000,249.99**
41041	COMM	02314PX89	AMZN ZERO CPN	Purchase	04/07/2021	Amazon	49,984,666.67			-49,984,666.67
41042	COMM	05586FFL6	BNP P 0.13% MAT	Purchase	04/07/2021	BNP PARIBAS NY	55,000,000.00			-55,000,000.00
41038	COMM	19121AV65	KOPP DISC NOTE	Purchase	04/07/2021	Coca-Cola Co	24,994,958.33			-24,994,958.33
41039	COMM	5148X0R80	LANDES DISC NOTE	Purchase	04/07/2021	LANDES	99,999,833.34			-99,999,833.34
41043	COMM	58934ARU2	MERCK DISC NOTE	Purchase	04/07/2021	MERCK & CO	49,998,541.67			-49,998,541.67
41040	COMM	63873JR85	NATXNY DISC NOTE	Purchase	04/07/2021	Natixis NY Branch	49,999,916.67			-49,999,916.67
41036	COMM	5148X0R72	LANDES DISC NOTE	Redemption	04/07/2021	LANDES		100,000,000.00		100,000,000.00
41037	COMM	63873JR77	NATXNY DISC NOTE	Redemption	04/07/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
		Totals for 04/07/2021					**329,977,916.68**	**150,000,000.00**		**-179,977,916.68**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41044	COMM	19121AVD0	KOPP DISC NOTE	Purchase	04/08/2021	Coca-Cola Co	24,994,708.33			-24,994,708.33
41045	COMM	5148X0R98	LANDES DISC NOTE	Purchase	04/08/2021	LANDES	99,999,833.34			-99,999,833.34
41046	COMM	63873JR93	NATXNY DISC NOTE	Purchase	04/08/2021	Natixis NY Branch	49,999,916.67			-49,999,916.67
41047	COMM	83050PTQ2	SKANDINAVISKA	Purchase	04/08/2021	Skandinaviska Enskil	70,000,000.00			-70,000,000.00
41048	COMM	91282CBE0	UNITED STATES	Purchase	04/08/2021	U.S. TREASURY	44,803,717.41			-44,803,717.41
40928	COMM	63873QMZ4	NATXNY 0.1% MAT	Redemption	04/08/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
41039	COMM	5148X0R80	LANDES DISC NOTE	Redemption	04/08/2021	LANDES		100,000,000.00		100,000,000.00
41040	COMM	63873JR85	NATXNY DISC NOTE	Redemption	04/08/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
40445	COMM	3133ELVX9	FEDERAL FARM CR	Interest	04/08/2021	FFCB NOTES			65,625.00	65,625.00
40928	COMM	63873QMZ4	NATXNY 0.1% MAT	Interest	04/08/2021	Natixis NY Branch			8,194.45	8,194.45
		Totals for 04/08/2021					**289,798,175.75**	**200,000,000.00**	**73,819.45**	**-89,724,356.30**
41049	COMM	1247P2U85	CAFCO DISC NOTE	Purchase	04/09/2021	CORPORATE	49,983,750.00			-49,983,750.00
41051	COMM	15963TUP2	CHARF DISC NOTE	Purchase	04/09/2021	CHARIOT FDG LLC	49,979,583.33			-49,979,583.33
41050	COMM	12619TX82	CRCLLC DISC NOTE	Purchase	04/09/2021	CRC FUNDING LLC	49,959,555.56			-49,959,555.56
41052	COMM	5148X0RC1	LANDES DISC NOTE	Purchase	04/09/2021	LANDES	99,999,500.00			-99,999,500.00
41053	COMM	63873JRC6	NATXNY DISC NOTE	Purchase	04/09/2021	Natixis NY Branch	49,999,750.00			-49,999,750.00
41045	COMM	5148X0R98	LANDES DISC NOTE	Redemption	04/09/2021	LANDES		100,000,000.00		100,000,000.00
41046	COMM	63873JR93	NATXNY DISC NOTE	Redemption	04/09/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
		Totals for 04/09/2021					**299,922,138.89**	**150,000,000.00**		**-149,922,138.89**
41055	COMM	5148X0RD9	LANDES DISC NOTE	Purchase	04/12/2021	LANDES	99,999,833.34			-99,999,833.34
41056	COMM	63873JRD4	NATXNY DISC NOTE	Purchase	04/12/2021	Natixis NY Branch	49,999,916.67			-49,999,916.67
41054	COMM	912828V80	UNITED STATES	Purchase	04/12/2021	U.S. TREASURY	47,636,670.19			-47,636,670.19
41052	COMM	5148X0RC1	LANDES DISC NOTE	Redemption	04/12/2021	LANDES		100,000,000.00		100,000,000.00
41053	COMM	63873JRC6	NATXNY DISC NOTE	Redemption	04/12/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
39439	COMM	89236TFX8	TOYOTA MOTOR	Interest	04/12/2021	TOYOTA MOTOR			331,250.00	331,250.00
39452	COMM	89236TFX8	TOYOTA MOTOR	Interest	04/12/2021	TOYOTA MOTOR			198,750.00	198,750.00
		Totals for 04/12/2021					**197,636,420.20**	**150,000,000.00**	**530,000.00**	**-47,106,420.20**
41058	COMM	3133EMVP4	FEDERAL FARM CR	Purchase	04/13/2021	FFCB NOTES	34,953,800.00			-34,953,800.00
41057	COMM	3130ALCV4	FEDERAL HOME	Purchase	04/13/2021	FHLB NOTES	14,876,412.50			-14,876,412.50
41059	COMM	5148X0RE7	LANDES DISC NOTE	Purchase	04/13/2021	LANDES	99,999,833.34			-99,999,833.34
41060	COMM	58934AT14	MERCK DISC NOTE	Purchase	04/13/2021	MERCK & CO	49,996,597.22			-49,996,597.22
41061	COMM	63873JRE2	NATXNY DISC NOTE	Purchase	04/13/2021	Natixis NY Branch	49,999,930.56			-49,999,930.56
41062	COMM	912828ZW3	UNITED STATES	Purchase	04/13/2021	U.S. TREASURY	39,273,765.54			-39,273,765.54
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/13/2021	Dreyfus Government	200,000,000.00			-200,000,000.00
41055	COMM	5148X0RD9	LANDES DISC NOTE	Redemption	04/13/2021	LANDES		100,000,000.00		100,000,000.00
41056	COMM	63873JRD4	NATXNY DISC NOTE	Redemption	04/13/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
		Totals for 04/13/2021					**489,100,339.16**	**150,000,000.00**		**-339,100,339.16**
41068	COMM	22535CXS5	CANYCD 0.19% MAT	Purchase	04/14/2021	Credit Agricole CIB	25,000,000.00			-25,000,000.00

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SANTA CLARA COUNTY INVESTMENTS
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41063	COMM	3133EMVS8	FEDERAL FARM CR	Purchase	04/14/2021	FFCB NOTES	40,000,000.00			-40,000,000.00
41064	COMM	5148X0RF4	LANDES DISC NOTE	Purchase	04/14/2021	LANDES	99,999,833.34			-99,999,833.34
41065	COMM	63873JRF9	NATXNY DISC NOTE	Purchase	04/14/2021	Natixis NY Branch	49,999,930.56			-49,999,930.56
41069	COMM	83369X2J6	SOCIETE	Purchase	04/14/2021	SOCIETE	70,000,000.00			-70,000,000.00
41066	COMM	91058TSU1	UNH DISC NOTE	Purchase	04/14/2021	UnitedHealth Group	49,992,055.56			-49,992,055.56
41067	COMM	91282CAJ0	UNITED STATES	Purchase	04/14/2021	U.S. TREASURY	29,381,046.20			-29,381,046.20
41059	COMM	5148X0RE7	LANDES DISC NOTE	Redemption	04/14/2021	LANDES		100,000,000.00		100,000,000.00
41061	COMM	63873JRE2	NATXNY DISC NOTE	Redemption	04/14/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
		Totals for 04/14/2021					**364,372,865.66**	**150,000,000.00**		**-214,372,865.66**
41070	COMM	5148X0RG2	LANDES DISC NOTE	Purchase	04/15/2021	LANDES	99,999,833.34			-99,999,833.34
41073	COMM	58989V2C7	MET LI 0.7% MAT	Purchase	04/15/2021	MET LIFE GLOBAL	10,005,055.56			-10,005,055.56
41071	COMM	63873JRG7	NATXNY DISC NOTE	Purchase	04/15/2021	Natixis NY Branch	49,999,930.56			-49,999,930.56
41074	COMM	89233HA79	TOYO ZERO CPN	Purchase	04/15/2021	TOYOTA MOTOR	64,903,583.33			-64,903,583.33
41072	COMM	91058TTR7	UNH DISC NOTE	Purchase	04/15/2021	UnitedHealth Group	24,993,097.22			-24,993,097.22
41075	COMM	912828ZT0	UNITED STATES	Purchase	04/15/2021	U.S. TREASURY	29,521,771.98			-29,521,771.98
8506	COMM	SYS8506	LAIF 1.65%	Purchase	04/15/2021	LOCAL AGENCY	47,063.35			-47,063.35
38708	COMM	161571HN7	CHAIT 2.1227% MAT	Redemption	04/15/2021	CHASE ISSUANCE		37,000,000.00		37,000,000.00
39062	COMM	05522RCZ9	BACCT 3.% MAT	Redemption	04/15/2021	BANK OF AMERICA		20,147,080.47		20,147,080.47
39190	COMM	58772TAC4	MBALT 3.1% MAT	Redemption	04/15/2021	MERCEDES-BENZ		0.01		0.01
41064	COMM	5148X0RF4	LANDES DISC NOTE	Redemption	04/15/2021	LANDES		100,000,000.00		100,000,000.00
41065	COMM	63873JRF9	NATXNY DISC NOTE	Redemption	04/15/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
38317	COMM	45818WBP0	IADB 1.42917% MAT	Interest	04/15/2021	IADB			35,100.00	35,100.00
38324	COMM	45818WBU9	IADB 1.64203% MAT	Interest	04/15/2021	IADB			18,250.00	18,250.00
38385	COMM	45818WBM7	IADB 1.92152% MAT	Interest	04/15/2021	IADB			22,000.00	22,000.00
38739	COMM	45818WBM7A	IADB 1.92152% MAT	Interest	04/15/2021	IADB			11,000.00	11,000.00
38475	COMM	65478DAD9	NALT 2.65% MAT	Interest	04/15/2021	NISSAN AUTO			3,259.59	3,259.59
38475	COMM	65478DAD9	NALT 2.65% MAT	Redemption	04/15/2021	NISSAN AUTO		1,029,163.08		1,029,163.08
38708	COMM	161571HN7	CHAIT 2.1227% MAT	Interest	04/15/2021	CHASE ISSUANCE			9,749.50	9,749.50
38708	COMM	161571HN7	CHAIT 2.1227% MAT	Redemption	04/15/2021	CHASE ISSUANCE		1,601,541.94		1,601,541.94
38708	COMM	161571HN7	CHAIT 2.1227% MAT	Interest	04/15/2021	CHASE ISSUANCE				0.00
38708	COMM	161571HN7	CHAIT 2.1227% MAT	Redemption	04/15/2021	CHASE ISSUANCE				0.00
38958	COMM	89231PAD0	TAOT 3.18% MAT	Interest	04/15/2021	TOYOTA AUTO REC			16,359.51	16,359.51
38958	COMM	89231PAD0	TAOT 3.18% MAT	Redemption	04/15/2021	TOYOTA AUTO REC		710,392.91		710,392.91
39013	COMM	43815AAC6	HAROT 3.16% MAT	Interest	04/15/2021	HONDA AUTO			29,579.15	29,579.15
39013	COMM	43815AAC6	HAROT 3.16% MAT	Redemption	04/15/2021	HONDA AUTO		1,360,156.22		1,360,156.22
39062	COMM	05522RCZ9	BACCT 3.% MAT	Interest	04/15/2021	BANK OF AMERICA			50,350.00	50,350.00
39062	COMM	05522RCZ9	BACCT 3.% MAT	Redemption	04/15/2021	BANK OF AMERICA		-7,080.47		-7,080.47
39062	COMM	05522RCZ9	BACCT 3.% MAT	Interest	04/15/2021	BANK OF AMERICA				0.00
39062	COMM	05522RCZ9	BACCT 3.% MAT	Redemption	04/15/2021	BANK OF AMERICA				0.00
39082	COMM	05522RDA3	BACCT 3.1% MAT	Interest	04/15/2021	BANK OF AMERICA			38,750.00	38,750.00

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39082	COMM	05522RDA3	BACCT 3.1% MAT	Redemption	04/15/2021	BANK OF AMERICA		510,954.85		**510,954.85**
39190	COMM	58772TAC4	MBALT 3.1% MAT	Interest	04/15/2021	MERCEDES-BENZ			3,636.12	**3,636.12**
39190	COMM	58772TAC4	MBALT 3.1% MAT	Redemption	04/15/2021	MERCEDES-BENZ		1,407,528.92		**1,407,528.92**
39190	COMM	58772TAC4	MBALT 3.1% MAT	Interest	04/15/2021	MERCEDES-BENZ				**0.00**
39190	COMM	58772TAC4	MBALT 3.1% MAT	Redemption	04/15/2021	MERCEDES-BENZ				**0.00**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Interest	04/15/2021	Nissan Auto Receivab			38,541.06	**38,541.06**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Redemption	04/15/2021	Nissan Auto Receivab		1,449,131.80		**1,449,131.80**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Interest	04/15/2021	Capital One Prime Au			15,875.33	**15,875.33**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Redemption	04/15/2021	Capital One Prime Au		676,085.98		**676,085.98**
39706	COMM	477870AC3	JDOT 2.21% MAT	Interest	04/15/2021	JOHN DEERE			15,064.40	**15,064.40**
39706	COMM	477870AC3	JDOT 2.21% MAT	Redemption	04/15/2021	JOHN DEERE		790,081.40		**790,081.40**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Interest	04/15/2021	HONDA AUTO			10,754.16	**10,754.16**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Redemption	04/15/2021	HONDA AUTO		268,634.45		**268,634.45**
39811	COMM	14041NFU0	COMET 1.72% MAT	Interest	04/15/2021	Capital One Multi Ex			50,166.66	**50,166.66**
39811	COMM	14041NFU0	COMET 1.72% MAT	Redemption	04/15/2021	Capital One Multi Ex		939,334.21		**939,334.21**
39883	COMM	58769TAD7	MBART 1.93% MAT	Interest	04/15/2021	MERCEDES -BENZ			43,650.01	**43,650.01**
39883	COMM	58769TAD7	MBART 1.93% MAT	Redemption	04/15/2021	MERCEDES -BENZ		813,664.03		**813,664.03**
40017	COMM	44891JAC2	HART 1.94% MAT	Interest	04/15/2021	HYUNDAI AUTO			18,995.84	**18,995.84**
40017	COMM	44891JAC2	HART 1.94% MAT	Redemption	04/15/2021	HYUNDAI AUTO		359,442.56		**359,442.56**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Interest	04/15/2021	TOYOTA AUTO REC			31,200.00	**31,200.00**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Redemption	04/15/2021	TOYOTA AUTO REC		613,007.62		**613,007.62**
40062	COMM	58769QAC5	MBALT 2.% MAT	Interest	04/15/2021	MERCEDES-BENZ			16,666.67	**16,666.67**
40062	COMM	58769QAC5	MBALT 2.% MAT	Redemption	04/15/2021	MERCEDES-BENZ		107,736.46		**107,736.46**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Interest	04/15/2021	ALLY Auto			19,933.33	**19,933.33**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Redemption	04/15/2021	ALLY Auto		351,835.91		**351,835.91**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Interest	04/15/2021	Harley-Davidson Moto			15,583.33	**15,583.33**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Redemption	04/15/2021	Harley-Davidson Moto		249,760.10		**249,760.10**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Interest	04/15/2021	CHASE ISSUANCE			34,425.00	**34,425.00**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Redemption	04/15/2021	CHASE ISSUANCE		632,616.50		**632,616.50**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	04/15/2021	Capital One Prime Au			33,333.33	**33,333.33**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	04/15/2021	Capital One Prime Au		609,717.70		**609,717.70**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Interest	04/15/2021	MERCEDES-BENZ			45,999.99	**45,999.99**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2021	MERCEDES-BENZ		1,473,843.19		**1,473,843.19**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Interest	04/15/2021	MERCEDES-BENZ			9,200.00	**9,200.00**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2021	MERCEDES-BENZ		290,677.52		**290,677.52**
40411	COMM	254683CH6	DCENT 3.32% MAT	Interest	04/15/2021	Discover Card Execut			41,500.01	**41,500.01**
40411	COMM	254683CH6	DCENT 3.32% MAT	Redemption	04/15/2021	Discover Card Execut		473,474.55		**473,474.55**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	04/15/2021	MERCEDES -BENZ			2,291.67	**2,291.67**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	04/15/2021	MERCEDES -BENZ		111,277.58		**111,277.58**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	04/15/2021	JOHN DEERE			1,912.50	**1,912.50**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	04/15/2021	JOHN DEERE		107,233.18		**107,233.18**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Interest	04/15/2021	MERCEDES-BENZ			1,638.83	**1,638.83**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Redemption	04/15/2021	MERCEDES-BENZ		584,107.35		**584,107.35**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	04/15/2021	TOYOTA AUTO REC			3,358.34	**3,358.34**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	04/15/2021	TOYOTA AUTO REC		313,372.47		**313,372.47**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	04/15/2021	World Omni Auto Rec'			3,500.00	**3,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	04/15/2021	World Omni Auto Rec'		244,242.29		**244,242.29**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	04/15/2021	Harley-Davidson Moto			953.33	**953.33**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	04/15/2021	Harley-Davidson Moto		141,753.22		**141,753.22**
40958	COMM	34532NAC9	FM 0.3% MAT	Interest	04/15/2021	FORD MOTOR			5,000.00	**5,000.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Redemption	04/15/2021	FORD MOTOR		381,432.74		**381,432.74**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	04/15/2021	JOHN DEERE			2,712.50	**2,712.50**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	04/15/2021	JOHN DEERE		143,622.17		**143,622.17**
8506	COMM	SYS8506	LAIF 1.65%	Interest	04/15/2021	LOCAL AGENCY			47,063.35	**47,063.35**
		Totals for 04/15/2021					**279,470,335.34**	**225,885,822.91**	**747,353.51**	**-52,837,158.92**
41076	COMM	1247P3A77	CAFCO ZERO CPN	Purchase	04/16/2021	CORPORATE	39,949,755.56			**-39,949,755.56**
41077	COMM	5148X0RK3	LANDES DISC NOTE	Purchase	04/16/2021	LANDES	99,999,500.00			**-99,999,500.00**
41078	COMM	63873JRK8	NATXNY DISC NOTE	Purchase	04/16/2021	Natixis NY Branch	49,999,791.67			**-49,999,791.67**
41070	COMM	5148X0RG2	LANDES DISC NOTE	Redemption	04/16/2021	LANDES		100,000,000.00		**100,000,000.00**
41071	COMM	63873JRG7	NATXNY DISC NOTE	Redemption	04/16/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
		Totals for 04/16/2021					**189,949,047.23**	**150,000,000.00**		**-39,949,047.23**
41079	COMM	5148X0RL1	LANDES DISC NOTE	Purchase	04/19/2021	LANDES	99,999,833.34			**-99,999,833.34**
41080	COMM	63873JRL6	NATXNY DISC NOTE	Purchase	04/19/2021	Natixis NY Branch	99,999,861.12			**-99,999,861.12**
41081	COMM	64952WDT7	NEW YORK LIFE	Purchase	04/19/2021	NEW YORK LIFE	18,636,269.60			**-18,636,269.60**
41077	COMM	5148X0RK3	LANDES DISC NOTE	Redemption	04/19/2021	LANDES		100,000,000.00		**100,000,000.00**
41078	COMM	63873JRK8	NATXNY DISC NOTE	Redemption	04/19/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
38943	COMM	3133EJK24	FEDERAL FARM CR	Interest	04/19/2021	FFCB NOTES			225,000.00	**225,000.00**
38738	COMM	43814UAG4	HAROT 3.01% MAT	Interest	04/19/2021	HONDA AUTO			6,236.08	**6,236.08**
38738	COMM	43814UAG4	HAROT 3.01% MAT	Redemption	04/19/2021	HONDA AUTO		677,829.79		**677,829.79**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	04/19/2021	HONDA AUTO			23,966.98	**23,966.98**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	04/19/2021	HONDA AUTO		1,017,894.08		**1,017,894.08**
		Totals for 04/19/2021					**218,635,964.06**	**151,695,723.87**	**255,203.06**	**-66,685,037.13**
41082	COMM	06417MNV3	BNSHOU 0.23% MAT	Purchase	04/20/2021	BANK OF NOVA	40,000,000.00			**-40,000,000.00**
41083	COMM	17327BAE5	CITIGR ZERO CPN	Purchase	04/20/2021	CITIGROUP GLOBAL	28,763,416.00			**-28,763,416.00**
41084	COMM	5148X0RM9	LANDES DISC NOTE	Purchase	04/20/2021	LANDES	99,999,833.34			**-99,999,833.34**
41085	COMM	63873JRM4	NATXNY DISC NOTE	Purchase	04/20/2021	Natixis NY Branch	99,999,861.12			**-99,999,861.12**
41079	COMM	5148X0RL1	LANDES DISC NOTE	Redemption	04/20/2021	LANDES		100,000,000.00		**100,000,000.00**
41080	COMM	63873JRL6	NATXNY DISC NOTE	Redemption	04/20/2021	Natixis NY Branch		100,000,000.00		**100,000,000.00**
40472	COMM	3135G03K7	FEDERAL NATL MTG	Interest	04/20/2021	FNMA NOTES			91,472.22	**91,472.22**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40473	COMM	3135G03M3	FEDERAL NATL MTG	Interest	04/20/2021	FNMA NOTES			48,236.11	**48,236.11**
40758	COMM	06417MLT0	BNSHOU FRN MAT	Interest	04/20/2021	BANK OF NOVA			13,775.04	**13,775.04**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Interest	04/20/2021	BMW VEHICLE			18,250.00	**18,250.00**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Redemption	04/20/2021	BMW VEHICLE		956,095.60		**956,095.60**
39612	COMM	92349GAA9	VERIZON OWNER	Interest	04/20/2021	VERIZON OWNER			67,958.35	**67,958.35**
39612	COMM	92349GAA9	VERIZON OWNER	Redemption	04/20/2021	VERIZON OWNER		1,149,192.55		**1,149,192.55**
39913	COMM	92867XAD8	VWALT 1.99% MAT	Interest	04/20/2021	Volkswagen Auto			17,412.50	**17,412.50**
39913	COMM	92867XAD8	VWALT 1.99% MAT	Redemption	04/20/2021	Volkswagen Auto		522,282.29		**522,282.29**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Interest	04/20/2021	VERIZON OWNER			38,800.01	**38,800.01**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Redemption	04/20/2021	VERIZON OWNER		701,206.25		**701,206.25**
40341	COMM	36259KAD9	GMALT 1.67% MAT	Interest	04/20/2021	GM Fin'cl Auto Leasi			6,958.34	**6,958.34**
40341	COMM	36259KAD9	GMALT 1.67% MAT	Redemption	04/20/2021	GM Fin'cl Auto Leasi		246,040.59		**246,040.59**
40416	COMM	92868LAD3	VALET 3.02% MAT	Interest	04/20/2021	VOLKSWAGEN			20,386.76	**20,386.76**
40416	COMM	92868LAD3	VALET 3.02% MAT	Redemption	04/20/2021	VOLKSWAGEN		1,322,048.00		**1,322,048.00**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Interest	04/20/2021	GM Fin'cl Auto Leasi			1,000.00	**1,000.00**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Redemption	04/20/2021	GM Fin'cl Auto Leasi		55,517.56		**55,517.56**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	04/20/2021	VERIZON OWNER			11,456.26	**11,456.26**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	04/20/2021	VERIZON OWNER		655,074.68		**655,074.68**
40623	COMM	362569AC9	GMALT 0.45% MAT	Interest	04/20/2021	GM Fin'cl Auto Leasi			3,187.50	**3,187.50**
40623	COMM	362569AC9	GMALT 0.45% MAT	Redemption	04/20/2021	GM Fin'cl Auto Leasi		291,417.76		**291,417.76**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	04/20/2021	VERIZON OWNER			7,004.17	**7,004.17**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	04/20/2021	VERIZON OWNER		423,330.96		**423,330.96**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Interest	04/20/2021	Volkswagen Auto			2,437.50	**2,437.50**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Redemption	04/20/2021	Volkswagen Auto		219,163.20		**219,163.20**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	04/20/2021	GM Fin'cl Auto Leasi			1,787.51	**1,787.51**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	04/20/2021	GM Fin'cl Auto Leasi		237,499.51		**237,499.51**
40979	COMM	40440YAA7	HPQ 0.1653% MAT	Interest	04/20/2021	HEWLETT-PACKARD			6,612.00	**6,612.00**
40979	COMM	40440YAA7	HPQ 0.1653% MAT	Redemption	04/20/2021	HEWLETT-PACKARD		6,930,275.64		**6,930,275.64**
		Totals for 04/20/2021					**268,763,110.46**	**213,709,144.59**	**356,734.27**	**-54,697,231.60**
41086	COMM	23341V5J6	DNBNNY 0.15% MAT	Purchase	04/21/2021	DNB NOR BANK ASA	50,000,000.00			**-50,000,000.00**
41087	COMM	5148X0RN7	LANDES DISC NOTE	Purchase	04/21/2021	LANDES	99,999,833.00			**-99,999,833.00**
41088	COMM	63873JRN2	NATXNY DISC NOTE	Purchase	04/21/2021	Natixis NY Branch	99,999,861.00			**-99,999,861.00**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Purchase	04/21/2021	Toyota Lease Owner	12,998,482.90			**-12,998,482.90**
41084	COMM	5148X0RM9	LANDES DISC NOTE	Redemption	04/21/2021	LANDES		100,000,000.00		**100,000,000.00**
41085	COMM	63873JRM4	NATXNY DISC NOTE	Redemption	04/21/2021	Natixis NY Branch		100,000,000.00		**100,000,000.00**
40657	COMM	3134GWZR0	FEDERAL HOME LN	Interest	04/21/2021	FHLMC NOTES			17,540.00	**17,540.00**
40862	COMM	3133EMLK6	FFCB FLOAT MAT	Interest	04/21/2021	FFCB NOTES			6,391.67	**6,391.67**
41081	COMM	64952WDT7	NEW YORK LIFE	Interest	04/21/2021	NEW YORK LIFE			37,222.00	**37,222.00**
41081	COMM	64952WDT7	NEW YORK LIFE	Accr Int	04/21/2021	NEW YORK LIFE		36,808.42	-36,808.42	**0.00**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Interest	04/21/2021	HONDA AUTO			32,245.55	**32,245.55**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39582	COMM	43815MAC0	HAROT 2.52% MAT	Redemption	04/21/2021	HONDA AUTO		1,300,057.64		1,300,057.64
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	04/21/2021	HONDA AUTO			22,137.51	22,137.51
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	04/21/2021	HONDA AUTO		473,149.25		473,149.25
		Totals for 04/21/2021					**262,998,176.90**	**201,810,015.31**	**78,728.31**	**-61,109,433.28**
41090	COMM	13059QAN5	CALIFORNIA SCH	Purchase	04/22/2021	CA SCH FIN AUTH	6,500,000.00			-6,500,000.00
41091	COMM	17327BAA3	CITIGR ZERO CPN	Purchase	04/22/2021	CITIGROUP GLOBAL	33,957,773.89			-33,957,773.89
41092	COMM	5148X0RP2	LANDES DISC NOTE	Purchase	04/22/2021	LANDES	99,999,833.34			-99,999,833.34
41093	COMM	63873JRP7	NATXNY DISC NOTE	Purchase	04/22/2021	Natixis NY Branch	99,999,861.12			-99,999,861.12
41087	COMM	5148X0RN7	LANDES DISC NOTE	Redemption	04/22/2021	LANDES		100,000,000.00		100,000,000.00
41088	COMM	63873JRN2	NATXNY DISC NOTE	Redemption	04/22/2021	Natixis NY Branch		100,000,000.00		100,000,000.00
40489	COMM	3135G03U5	FNMA 0.625% MAT	Interest	04/22/2021	FNMA NOTES			21,875.00	21,875.00
		Totals for 04/22/2021					**240,457,468.35**	**200,000,000.00**	**21,875.00**	**-40,435,593.35**
41094	COMM	3135G04Z3	FNMA 0.5% MAT	Purchase	04/23/2021	FNMA NOTES	23,616,484.05			-23,616,484.05
41095	COMM	5148X0RS6	LANDES DISC NOTE	Purchase	04/23/2021	LANDES	99,999,500.00			-99,999,500.00
41096	COMM	63873JRS1	NATXNY DISC NOTE	Purchase	04/23/2021	Natixis NY Branch	99,999,583.34			-99,999,583.34
41092	COMM	5148X0RP2	LANDES DISC NOTE	Redemption	04/23/2021	LANDES		100,000,000.00		100,000,000.00
41093	COMM	63873JRP7	NATXNY DISC NOTE	Redemption	04/23/2021	Natixis NY Branch		100,000,000.00		100,000,000.00
40671	COMM	31422B2B5	FAMCA FRN MAT	Interest	04/23/2021	FARMER MAC			12,629.17	12,629.17
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	04/23/2021	HONDA AUTO			2,643.75	2,643.75
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	04/23/2021	HONDA AUTO		242,343.24		242,343.24
		Totals for 04/23/2021					**223,615,567.39**	**200,242,343.24**	**15,272.92**	**-23,357,951.23**
41098	COMM	17327BAE5	CITIGR ZERO CPN	Purchase	04/26/2021	CITIGROUP GLOBAL	34,953,975.00			-34,953,975.00
41097	COMM	166756AJ5	CVX 0.426% MAT	Purchase	04/26/2021	CHEVRON CORP.	13,852,267.50			-13,852,267.50
41099	COMM	5148X0RT4	LANDES DISC NOTE	Purchase	04/26/2021	LANDES	99,999,833.00			-99,999,833.00
39218	COMM	31381RLL6	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family		0.88		0.88
39219	COMM	31381RLL6	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family		0.14		0.14
41095	COMM	5148X0RS6	LANDES DISC NOTE	Redemption	04/26/2021	LANDES		100,000,000.00		100,000,000.00
41096	COMM	63873JRS1	NATXNY DISC NOTE	Redemption	04/26/2021	Natixis NY Branch		100,000,000.00		100,000,000.00
40559	COMM	3133EL4V3	FFCB 0.165% MAT	Interest	04/26/2021	FFCB NOTES			20,333.33	20,333.33
38387	COMM	3137AYCE9		Interest	04/26/2021	FHLMC Multi-Family			44,700.00	44,700.00
38387	COMM	3137AYCE9		Redemption	04/26/2021	FHLMC Multi-Family		1,085,211.55		1,085,211.55
38391	COMM	3137AYCE9		Interest	04/26/2021	FHLMC Multi-Family			16,762.50	16,762.50
38391	COMM	3137AYCE9		Redemption	04/26/2021	FHLMC Multi-Family		406,749.91		406,749.91
38465	COMM	3137AWQH1	FHLMCM 2.307%	Interest	04/26/2021	FHLMC Multi-Family			10,727.55	10,727.55
38465	COMM	3137AWQH1	FHLMCM 2.307%	Redemption	04/26/2021	FHLMC Multi-Family		324,985.69		324,985.69
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Interest	04/26/2021	FHLMC Multi-Family			55,333.34	55,333.34
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Redemption	04/26/2021	FHLMC Multi-Family		921,473.64		921,473.64
38664	COMM	3136B1XP4	FNMAM 3.56% MAT	Interest	04/26/2021	FNMA Multi-Family			1,769.90	1,769.90
38664	COMM	3136B1XP4	FNMAM 3.56% MAT	Redemption	04/26/2021	FNMA Multi-Family		280,572.84		280,572.84

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Transaction Date - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
38665	COMM	3136B1XP4	FNMAM 3.56% MAT	Interest	04/26/2021	FNMA Multi-Family			1,769.90	**1,769.90**
38665	COMM	3136B1XP4	FNMAM 3.56% MAT	Redemption	04/26/2021	FNMA Multi-Family		280,572.84		**280,572.84**
38666	COMM	3137AYCE9		Interest	04/26/2021	FHLMC Multi-Family			26,250.08	**26,250.08**
38666	COMM	3137AYCE9		Redemption	04/26/2021	FHLMC Multi-Family		625,410.65		**625,410.65**
38744	COMM	3137AYCE9		Interest	04/26/2021	FHLMC Multi-Family			44,700.00	**44,700.00**
38744	COMM	3137AYCE9		Redemption	04/26/2021	FHLMC Multi-Family		1,065,360.49		**1,065,360.49**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	04/26/2021	FHLMC Multi-Family			12,176.25	**12,176.25**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	04/26/2021	FHLMC Multi-Family		182,335.97		**182,335.97**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	04/26/2021	FHLMC Multi-Family			29,425.00	**29,425.00**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	04/26/2021	FHLMC Multi-Family		385,732.97		**385,732.97**
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	04/26/2021	FHLMC Multi-Family			28,723.99	**28,723.99**
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	04/26/2021	FHLMC Multi-Family		446,791.06		**446,791.06**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	04/26/2021	FHLMC Multi-Family			28,816.67	**28,816.67**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	04/26/2021	FHLMC Multi-Family		372,804.07		**372,804.07**
39150	COMM	31381TYT1	FNMAM 2.75% MAT	Interest	04/26/2021	FNMA Multi-Family			67,350.38	**67,350.38**
39150	COMM	31381TYT1	FNMAM 2.75% MAT	Redemption	04/26/2021	FNMA Multi-Family		65,804.96		**65,804.96**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Interest	04/26/2021	FNMA Multi-Family			45,832.50	**45,832.50**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family		28,457.72		**28,457.72**
39218	COMM	31381RLL6	FNMAM 3.84% MAT	Interest	04/26/2021	FNMA Multi-Family			37,609.80	**37,609.80**
39218	COMM	31381RLL6	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family		11,373,929.59		**11,373,929.59**
39218	COMM	31381RLL6	FNMAM 3.84% MAT	Interest	04/26/2021	FNMA Multi-Family				**0.00**
39218	COMM	31381RLL6	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family				**0.00**
39219	COMM	31381RLL6	FNMAM 3.84% MAT	Interest	04/26/2021	FNMA Multi-Family			6,277.94	**6,277.94**
39219	COMM	31381RLL6	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family		1,898,571.33		**1,898,571.33**
39219	COMM	31381RLL6	FNMAM 3.84% MAT	Interest	04/26/2021	FNMA Multi-Family				**0.00**
39219	COMM	31381RLL6	FNMAM 3.84% MAT	Redemption	04/26/2021	FNMA Multi-Family				**0.00**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Interest	04/26/2021	FHLMC Multi-Family			58,837.51	**58,837.51**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Redemption	04/26/2021	FHLMC Multi-Family		1,267,394.93		**1,267,394.93**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	04/26/2021	FNMA Multi-Family			53,173.61	**53,173.61**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	04/26/2021	FNMA Multi-Family		822,486.45		**822,486.45**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Interest	04/26/2021	FNMA Multi-Family			20,541.41	**20,541.41**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Redemption	04/26/2021	FNMA Multi-Family		21,888.21		**21,888.21**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	04/26/2021	FNMA Multi-Family			30,964.09	**30,964.09**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	04/26/2021	FNMA Multi-Family		31,779.03		**31,779.03**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Interest	04/26/2021	FNMA Multi-Family			9,256.94	**9,256.94**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	04/26/2021	FNMA Multi-Family		166,964.48		**166,964.48**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Interest	04/26/2021	FNMA Multi-Family			13,081.80	**13,081.80**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Redemption	04/26/2021	FNMA Multi-Family		13,468.88		**13,468.88**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	04/26/2021	FHLMC Multi-Family			36,642.85	**36,642.85**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	04/26/2021	FHLMC Multi-Family		258,488.00		**258,488.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Interest	04/26/2021	FNMA Multi-Family			11,151.39	**11,151.39**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Redemption	04/26/2021	FNMA Multi-Family		302,134.17		**302,134.17**
39735	COMM	31381VBJ3	FNMAM 2.83% MAT	Interest	04/26/2021	FNMA Multi-Family			11,833.05	**11,833.05**
39735	COMM	31381VBJ3	FNMAM 2.83% MAT	Redemption	04/26/2021	FNMA Multi-Family		12,384.00		**12,384.00**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Interest	04/26/2021	FNMA Multi-Family			15,630.24	**15,630.24**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	04/26/2021	FNMA Multi-Family		21,502.52		**21,502.52**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Interest	04/26/2021	BMW VEHICLE			26,893.75	**26,893.75**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Redemption	04/26/2021	BMW VEHICLE		1,391,568.61		**1,391,568.61**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Interest	04/26/2021	FNMA Multi-Family			13,650.46	**13,650.46**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Redemption	04/26/2021	FNMA Multi-Family		15,924.05		**15,924.05**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Interest	04/26/2021	FNMA Multi-Family			13,258.46	**13,258.46**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	04/26/2021	FNMA Multi-Family		13,646.18		**13,646.18**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Interest	04/26/2021	FHLMC Multi-Family			29,279.72	**29,279.72**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Redemption	04/26/2021	FHLMC Multi-Family		17,966.23		**17,966.23**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	04/26/2021	FHLMC Multi-Family			24,807.08	**24,807.08**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	04/26/2021	FHLMC Multi-Family		285,447.81		**285,447.81**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	04/26/2021	FNMA Multi-Family			36,651.83	**36,651.83**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	04/26/2021	FNMA Multi-Family		12,260.89		**12,260.89**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Interest	04/26/2021	FNMA Multi-Family			1,608.11	**1,608.11**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	04/26/2021	FNMA Multi-Family		2,212.28		**2,212.28**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	04/26/2021	FHLMC Multi-Family			32,182.52	**32,182.52**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	04/26/2021	FHLMC Multi-Family		106,552.20		**106,552.20**
40527	COMM	3132XHM68	FHLMCM 1.1% MAT	Interest	04/26/2021	FHLMC Multi-Family			18,666.24	**18,666.24**
40527	COMM	3132XHM68	FHLMCM 1.1% MAT	Redemption	04/26/2021	FHLMC Multi-Family		31,888.00		**31,888.00**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	04/26/2021	BMW VEHICLE			3,400.00	**3,400.00**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	04/26/2021	BMW VEHICLE		208,563.00		**208,563.00**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	04/26/2021	FHLMC Multi-Family			11,061.72	**11,061.72**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	04/26/2021	FHLMC Multi-Family		83,640.79		**83,640.79**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	04/26/2021	FHLMC Multi-Family			1,717.30	**1,717.30**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	04/26/2021	FHLMC Multi-Family		10,042.28		**10,042.28**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	04/26/2021	FNMA Multi-Family			49,968.56	**49,968.56**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	04/26/2021	FNMA Multi-Family		37,310.89		**37,310.89**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	04/26/2021	FHLMC Multi-Family			31,962.93	**31,962.93**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	04/26/2021	FHLMC Multi-Family		21,690.44		**21,690.44**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	04/26/2021	FHLMC Multi-Family			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	04/26/2021	FHLMC Multi-Family		157,890.29		**157,890.29**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	04/26/2021	FNMA Multi-Family			64,424.58	**64,424.58**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	04/26/2021	FNMA Multi-Family		128,393.75		**128,393.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	04/26/2021	FHLMC Multi-Family			4,436.21	**4,436.21**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	04/26/2021	FHLMC Multi-Family		1,087,707.27		**1,087,707.27**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Transaction Date - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	04/26/2021	FHLMC Multi-Family			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	04/26/2021	FHLMC Multi-Family		839,786.43		**839,786.43**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	04/26/2021	FNMA Multi-Family			20,494.44	**20,494.44**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	04/26/2021	FNMA Multi-Family		214,042.22		**214,042.22**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	04/26/2021	FHLMC Multi-Family			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	04/26/2021	FHLMC Multi-Family		896,049.97		**896,049.97**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	04/26/2021	FHLMC Multi-Family			2,132.08	**2,132.08**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	04/26/2021	FHLMC Multi-Family		6,306.53		**6,306.53**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	04/26/2021	FHLMC Multi-Family			-213.21	**-213.21**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	04/26/2021	FHLMC Multi-Family				**0.00**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	04/26/2021	BMW VEHICLE			4,386.25	**4,386.25**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	04/26/2021	BMW VEHICLE		356,413.36		**356,413.36**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	04/26/2021	FHLMC Multi-Family			68,693.66	**68,693.66**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	04/26/2021	FHLMC Multi-Family		903,736.68		**903,736.68**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	04/26/2021	FHLMC Multi-Family			-34,353.81	**-34,353.81**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	04/26/2021	FHLMC Multi-Family				**0.00**
		Totals for 04/26/2021					**148,806,075.50**	**229,492,297.12**	**1,284,130.90**	**81,970,352.52**
41100	COMM	3130ALXC3	FEDERAL HOME	Purchase	04/27/2021	FHLB NOTES	20,000,000.00			**-20,000,000.00**
41101	COMM	3130ALXC3	FEDERAL HOME	Purchase	04/27/2021	FHLB NOTES	12,280,000.00			**-12,280,000.00**
41102	COMM	5148X0RU1	LANDES DISC NOTE	Purchase	04/27/2021	LANDES	99,999,833.34			**-99,999,833.34**
41103	COMM	637639AB1	NSCC (DTC) 1.5%	Purchase	04/27/2021	National SEC Clearin	5,092,883.33			**-5,092,883.33**
41104	COMM	64952WEB5	NYL 0.55% MAT	Purchase	04/27/2021	NEW YORK LIFE	29,982,300.00			**-29,982,300.00**
41099	COMM	5148X0RT4	LANDES DISC NOTE	Redemption	04/27/2021	LANDES		100,000,000.00		**100,000,000.00**
40749	COMM	3136G45C3	FEDERAL NATL MTG	Interest	04/27/2021	FNMA NOTES			27,000.00	**27,000.00**
40749	COMM	3136G45C3	FEDERAL NATL MTG	Accr Int	04/27/2021	FNMA NOTES		3,000.00	-3,000.00	**0.00**
		Totals for 04/27/2021					**167,355,016.67**	**100,003,000.00**	**24,000.00**	**-67,328,016.67**
41105	COMM	09659BRV4	BNP P DISC NOTE	Purchase	04/28/2021	BNP PARIBAS NY	39,999,955.56			**-39,999,955.56**
41106	COMM	22536LRV4	CICNY DISC NOTE	Purchase	04/28/2021	Credit Indust et Com	74,999,895.84			**-74,999,895.84**
41107	COMM	17177LRV8	CIESPP DISC NOTE	Purchase	04/28/2021	CIESCO LLC	23,899,966.81			**-23,899,966.81**
41108	COMM	3130ALXN9	FEDERAL HOME	Purchase	04/28/2021	FHLB NOTES	21,550,000.00			**-21,550,000.00**
41109	COMM	3130ALXS8	FEDERAL HOME	Purchase	04/28/2021	FHLB NOTES	24,050,000.00			**-24,050,000.00**
41110	COMM	3130ALZ31	FEDERAL HOME	Purchase	04/28/2021	FHLB NOTES	35,000,000.00			**-35,000,000.00**
41111	COMM	44933LAC7	HART 0.38% MAT	Purchase	04/28/2021	HYUNDAI AUTO	9,499,000.60			**-9,499,000.60**
41043	COMM	58934ARU2	MERCK DISC NOTE	Redemption	04/28/2021	MERCK & CO		50,000,000.00		**50,000,000.00**
41102	COMM	5148X0RU1	LANDES DISC NOTE	Redemption	04/28/2021	LANDES		100,000,000.00		**100,000,000.00**
40688	COMM	459058JL8	IBRD 0.5% MAT	Interest	04/28/2021	INTL BANK RECON &			6,250.00	**6,250.00**
40689	COMM	459058JL8	IBRD 0.5% MAT	Interest	04/28/2021	INTL BANK RECON &			37,500.00	**37,500.00**
		Totals for 04/28/2021					**228,998,818.81**	**150,000,000.00**	**43,750.00**	**-78,955,068.81**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41114	COMM	09659BRW2	BNP P DISC NOTE	Purchase	04/29/2021	BNP PARIBAS NY	39,999,955.56			**-39,999,955.56**
41115	COMM	22536LRW2	CICNY DISC NOTE	Purchase	04/29/2021	Credit Indust et Com	74,999,895.84			**-74,999,895.84**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Purchase	04/29/2021	FFCB NOTES	35,000,000.00			**-35,000,000.00**
41113	COMM	3130AM4N9	FEDERAL HOME	Purchase	04/29/2021	FHLB NOTES	15,000,000.00			**-15,000,000.00**
41116	COMM	5148X0RW7	LANDES DISC NOTE	Purchase	04/29/2021	LANDES	99,999,861.12			**-99,999,861.12**
41117	COMM	74274TAH3	PEFCO 0.3% MAT	Purchase	04/29/2021	PRIVATE EXPORT	34,963,250.00			**-34,963,250.00**
41105	COMM	09659BRV4	BNP P DISC NOTE	Redemption	04/29/2021	BNP PARIBAS NY		40,000,000.00		**40,000,000.00**
41106	COMM	22536LRV4	CICNY DISC NOTE	Redemption	04/29/2021	Credit Indust et Com		75,000,000.00		**75,000,000.00**
41107	COMM	17177LRV8	CIESPP DISC NOTE	Redemption	04/29/2021	CIESCO LLC		23,900,000.00		**23,900,000.00**
38090	COMM	3134GBU83	FEDERAL HOME LN	Interest	04/29/2021	FHLMC NOTES			150,000.00	**150,000.00**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	04/29/2021	FHLB NOTES			27,902.80	**27,902.80**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	04/29/2021	FHLB NOTES			5,580.56	**5,580.56**
		Totals for 04/29/2021					**299,962,962.52**	**138,900,000.00**	**183,483.36**	**-160,879,479.16**
41118	COMM	3130AM6A5	FEDERAL HOME	Purchase	04/30/2021	FHLB NOTES	10,000,000.00			**-10,000,000.00**
41114	COMM	09659BRW2	BNP P DISC NOTE	Redemption	04/30/2021	BNP PARIBAS NY		40,000,000.00		**40,000,000.00**
41115	COMM	22536LRW2	CICNY DISC NOTE	Redemption	04/30/2021	Credit Indust et Com		75,000,000.00		**75,000,000.00**
41116	COMM	5148X0RW7	LANDES DISC NOTE	Redemption	04/30/2021	LANDES		100,000,000.00		**100,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	04/30/2021	JP MORGAN US		100,008,795.05		**100,008,795.05**
		Totals for 04/30/2021					**10,000,000.00**	**315,008,795.05**		**305,008,795.05**
41119	COMM	63873JS43	NATXNY DISC NOTE	Purchase	05/03/2021	Natixis NY Branch	99,999,888.88			**-99,999,888.88**
37761	COMM	3133EHHG1	FFCB 1.75% MAT	Redemption	05/03/2021	FFCB NOTES		5,000,000.00		**5,000,000.00**
37762	COMM	3133EHHG1	FFCB 1.75% MAT	Redemption	05/03/2021	FFCB NOTES		10,000,000.00		**10,000,000.00**
40461	COMM	SYS40461	DGCXX 0.%	Redemption	05/03/2021	Dreyfus Government		150,000,000.00		**150,000,000.00**
37761	COMM	3133EHHG1	FFCB 1.75% MAT	Interest	05/03/2021	FFCB NOTES			43,750.00	**43,750.00**
37762	COMM	3133EHHG1	FFCB 1.75% MAT	Interest	05/03/2021	FFCB NOTES			87,500.00	**87,500.00**
38126	COMM	3133EHP31	FFCB 1.95% MAT	Interest	05/03/2021	FFCB NOTES			97,256.25	**97,256.25**
38524	COMM	742718EQ8	PG 1.7% MAT	Interest	05/03/2021	PROCTER &			170,000.00	**170,000.00**
38526	COMM	742718EQ8	PG 1.7% MAT	Interest	05/03/2021	PROCTER &			85,000.00	**85,000.00**
40477	COMM	90327QD48	USAA CAP CORP	Interest	05/03/2021	USAA CAPITAL			18,750.00	**18,750.00**
40577	COMM	13063DVM7	CALIFORNIA ST,	Interest	05/03/2021	CALIFORNIA STATE			858,722.22	**858,722.22**
40706	COMM	3134GW6E1	FEDERAL HOME LN	Interest	05/03/2021	FHLMC NOTES			96,000.00	**96,000.00**
40707	COMM	3134GW6E1	FEDERAL HOME LN	Interest	05/03/2021	FHLMC NOTES			8,000.00	**8,000.00**
		Totals for 05/03/2021					**99,999,888.88**	**165,000,000.00**	**1,464,978.47**	**66,465,089.59**
41120	COMM	17327BAU9	CITIGR ZERO CPN	Purchase	05/04/2021	CITIGROUP GLOBAL	22,070,275.50			**-22,070,275.50**
41121	COMM	5148X0S55	LANDES DISC NOTE	Purchase	05/04/2021	LANDES	99,999,861.12			**-99,999,861.12**
41122	COMM	63873JS50	NATXNY DISC NOTE	Purchase	05/04/2021	Natixis NY Branch	49,999,944.44			**-49,999,944.44**
41119	COMM	63873JS43	NATXNY DISC NOTE	Redemption	05/04/2021	Natixis NY Branch		100,000,000.00		**100,000,000.00**
40010	COMM	3130AHGL1	FEDERAL HOME	Interest	05/04/2021	FHLB NOTES			234,375.00	**234,375.00**
40721	COMM	4581X0DR6	IADB FRN MAT	Interest	05/04/2021	IADB			30,150.00	**30,150.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
37590	COMM	SYS37590	JPM TE 0.44%	Interest	05/04/2021	JP MORGAN US			804.84	**804.84**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	05/04/2021	JP MORGAN US	804.84			**-804.84**
40461	COMM	SYS40461	DGCXX 0.%	Interest	05/04/2021	Dreyfus Government			2,959.20	**2,959.20**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	05/04/2021	Dreyfus Government	2,959.20			**-2,959.20**
		Totals for 05/04/2021					**172,073,845.10**	**100,000,000.00**	**268,289.04**	**-71,805,556.06**
41123	COMM	5148X0S63	LANDES DISC NOTE	Purchase	05/05/2021	LANDES	99,999,861.12			**-99,999,861.12**
41124	COMM	63873JS68	NATXNY DISC NOTE	Purchase	05/05/2021	Natixis NY Branch	49,999,944.44			**-49,999,944.44**
41121	COMM	5148X0S55	LANDES DISC NOTE	Redemption	05/05/2021	LANDES		100,000,000.00		**100,000,000.00**
41122	COMM	63873JS50	NATXNY DISC NOTE	Redemption	05/05/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40461	COMM	SYS40461	DGCXX 0.%	Redemption	05/05/2021	Dreyfus Government		50,004,110.02		**50,004,110.02**
		Totals for 05/05/2021					**149,999,805.56**	**200,004,110.02**		**50,004,304.46**
41125	COMM	5148X0S71	LANDES DISC NOTE	Purchase	05/06/2021	LANDES	99,999,861.12			**-99,999,861.12**
41123	COMM	5148X0S63	LANDES DISC NOTE	Redemption	05/06/2021	LANDES		100,000,000.00		**100,000,000.00**
41124	COMM	63873JS68	NATXNY DISC NOTE	Redemption	05/06/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40544	COMM	06367BQC6	BANK MONTREAL	Interest	05/06/2021	BANK OF			29,318.00	**29,318.00**
40729	COMM	3133EMGG1	FFCB FRN MAT	Interest	05/06/2021	FFCB NOTES			15,849.17	**15,849.17**
		Totals for 05/06/2021					**99,999,861.12**	**150,000,000.00**	**45,167.17**	**50,045,306.05**
41126	COMM	5148X0SA4	LANDES DISC NOTE	Purchase	05/07/2021	LANDES	99,999,583.34			**-99,999,583.34**
41125	COMM	5148X0S71	LANDES DISC NOTE	Redemption	05/07/2021	LANDES		100,000,000.00		**100,000,000.00**
41005	COMM	3135G06G3	FEDERAL NATL MTG	Interest	05/07/2021	FNMA NOTES			24,305.60	**24,305.60**
41005	COMM	3135G06G3	FEDERAL NATL MTG	Accr Int	05/07/2021	FNMA NOTES		17,638.89	-17,638.89	**0.00**
		Totals for 05/07/2021					**99,999,583.34**	**100,017,638.89**	**6,666.71**	**24,722.26**
41127	COMM	5148X0SB2	LANDES DISC NOTE	Purchase	05/10/2021	LANDES	99,999,861.12			**-99,999,861.12**
41126	COMM	5148X0SA4	LANDES DISC NOTE	Redemption	05/10/2021	LANDES		100,000,000.00		**100,000,000.00**
40934	COMM	3133EMPZ9	FFCB Floater MAT	Interest	05/10/2021	FFCB NOTES			1,072.50	**1,072.50**
		Totals for 05/10/2021					**99,999,861.12**	**100,000,000.00**	**1,072.50**	**1,211.38**
41129	COMM	22536LSC5	CICNY DISC NOTE	Purchase	05/11/2021	Credit Indust et Com	74,999,895.84			**-74,999,895.84**
41128	COMM	5148X0SC0	LANDES DISC NOTE	Purchase	05/11/2021	LANDES	99,999,861.12			**-99,999,861.12**
41127	COMM	5148X0SB2	LANDES DISC NOTE	Redemption	05/11/2021	LANDES		100,000,000.00		**100,000,000.00**
40165	COMM	037833CU2	APPLE INC, SR GLBL	Interest	05/11/2021	APPLE INC			142,500.00	**142,500.00**
40499	COMM	037833DV9	APPLE INC, SR NT	Interest	05/11/2021	APPLE INC			26,250.00	**26,250.00**
40500	COMM	166764BV1	CHEVRON CORP	Interest	05/11/2021	CHEVRON CORP.			28,525.00	**28,525.00**
40547	COMM	31422BM64	FAMCA 0.2% MAT	Interest	05/11/2021	FARMER MAC			10,479.17	**10,479.17**
40674	COMM	166764BV1	CHEVRON CORP	Interest	05/11/2021	CHEVRON CORP.			178,965.85	**178,965.85**
		Totals for 05/11/2021					**174,999,756.96**	**100,000,000.00**	**386,720.02**	**-74,613,036.94**
41130	COMM	5148X0SD8	LANDES DISC NOTE	Purchase	05/12/2021	LANDES	99,999,861.12			**-99,999,861.12**
41128	COMM	5148X0SC0	LANDES DISC NOTE	Redemption	05/12/2021	LANDES		100,000,000.00		**100,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41129	COMM	22536LSC5	CICNY DISC NOTE	Redemption	05/12/2021	Credit Indust et Com		75,000,000.00		**75,000,000.00**
		Totals for 05/12/2021					**99,999,861.12**	**175,000,000.00**		**75,000,138.88**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Purchase	05/13/2021	FHLMC Multi-Family	7,001,827.00			**-7,001,827.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Purchase	05/13/2021	FHLMC Multi-Family	5,410,945.31			**-5,410,945.31**
41134	COMM	5148X0SE6	LANDES DISC NOTE	Purchase	05/13/2021	LANDES	99,999,861.12			**-99,999,861.12**
41130	COMM	5148X0SD8	LANDES DISC NOTE	Redemption	05/13/2021	LANDES		100,000,000.00		**100,000,000.00**
		Totals for 05/13/2021					**112,412,633.43**	**100,000,000.00**		**-12,412,633.43**
41135	COMM	5148X0SH9	LANDES DISC NOTE	Purchase	05/14/2021	LANDES	99,999,666.66			**-99,999,666.66**
41134	COMM	5148X0SE6	LANDES DISC NOTE	Redemption	05/14/2021	LANDES		100,000,000.00		**100,000,000.00**
		Totals for 05/14/2021					**99,999,666.66**	**100,000,000.00**		**333.34**
41136	COMM	5148X0SJ5	LANDES DISC NOTE	Purchase	05/17/2021	LANDES	99,999,861.12			**-99,999,861.12**
38475	COMM	65478DAD9	NALT 2.65% MAT	Redemption	05/17/2021	NISSAN AUTO		0.01		**0.01**
39549	COMM	166764BG4	CHEVRON CORP	Redemption	05/17/2021	CHEVRON CORP.		8,575,000.00		**8,575,000.00**
41135	COMM	5148X0SH9	LANDES DISC NOTE	Redemption	05/17/2021	LANDES		100,000,000.00		**100,000,000.00**
39314	COMM	91412GWY7	UNIVERSITY CALIF	Interest	05/17/2021	UNIVERSITY			56,520.00	**56,520.00**
39321	COMM	91412HEX7	UNIVCA 2.657% MAT	Interest	05/17/2021	UNIVERSITY			13,285.00	**13,285.00**
39322	COMM	91412HEW9	UNIVERSITY CALIF	Interest	05/17/2021	UNIVERSITY			8,671.60	**8,671.60**
39549	COMM	166764BG4	CHEVRON CORP	Interest	05/17/2021	CHEVRON CORP.			90,037.50	**90,037.50**
39553	COMM	19416QEL0	CP 2.25% MAT	Interest	05/17/2021	COLGATE-PALMOLI			106,942.50	**106,942.50**
39565	COMM	3133EKLA2	FEDERAL FARM CR	Interest	05/17/2021	FFCB NOTES			110,285.00	**110,285.00**
40379	COMM	742651DX7	PRIVATE EXPT FDG	Interest	05/17/2021	PRIVATE EXPORT			101,587.50	**101,587.50**
40532	COMM	91412HGE7	UNIVERSITY CALIF	Interest	05/17/2021	UNIVERSITY			22,075.00	**22,075.00**
40754	COMM	3134GXBL7	FEDERAL HOME LN	Interest	05/17/2021	FHLMC NOTES			20,809.50	**20,809.50**
40754	COMM	3134GXBL7	FEDERAL HOME LN	Accr Int	05/17/2021	FHLMC NOTES		231.22	-231.22	**0.00**
40780	COMM	3135GA2Z3	FEDERAL NATL MTG	Interest	05/17/2021	FNMA NOTES			70,000.00	**70,000.00**
40780	COMM	3135GA2Z3	FEDERAL NATL MTG	Accr Int	05/17/2021	FNMA NOTES		3,888.89	-3,888.89	**0.00**
40799	COMM	880591EW8	TENNESSEE	Interest	05/17/2021	TENNESSEE			71,531.25	**71,531.25**
40799	COMM	880591EW8	TENNESSEE	Accr Int	05/17/2021	TENNESSEE		7,153.13	-7,153.13	**0.00**
41023	COMM	912828XB1	UNITED STATES	Interest	05/17/2021	U.S. TREASURY			265,625.00	**265,625.00**
41023	COMM	912828XB1	UNITED STATES	Accr Int	05/17/2021	U.S. TREASURY		192,247.93	-192,247.93	**0.00**
38475	COMM	65478DAD9	NALT 2.65% MAT	Interest	05/17/2021	NISSAN AUTO			986.85	**986.85**
38475	COMM	65478DAD9	NALT 2.65% MAT	Redemption	05/17/2021	NISSAN AUTO		446,873.31		**446,873.31**
38475	COMM	65478DAD9	NALT 2.65% MAT	Interest	05/17/2021	NISSAN AUTO				**0.00**
38475	COMM	65478DAD9	NALT 2.65% MAT	Redemption	05/17/2021	NISSAN AUTO				**0.00**
38958	COMM	89231PAD0	TAOT 3.18% MAT	Interest	05/17/2021	TOYOTA AUTO REC			14,476.97	**14,476.97**
38958	COMM	89231PAD0	TAOT 3.18% MAT	Redemption	05/17/2021	TOYOTA AUTO REC		613,762.32		**613,762.32**
39013	COMM	43815AAC6	HAROT 3.16% MAT	Interest	05/17/2021	HONDA AUTO			25,997.41	**25,997.41**
39013	COMM	43815AAC6	HAROT 3.16% MAT	Redemption	05/17/2021	HONDA AUTO		1,209,314.27		**1,209,314.27**
39082	COMM	05522RDA3	BACCT 3.1% MAT	Interest	05/17/2021	BANK OF AMERICA			38,750.00	**38,750.00**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Transaction Date - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39082	COMM	05522RDA3	BACCT 3.1% MAT	Redemption	05/17/2021	BANK OF AMERICA		525,096.86		**525,096.86**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Interest	05/17/2021	Nissan Auto Receivab			35,522.04	**35,522.04**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Redemption	05/17/2021	Nissan Auto Receivab		1,372,029.96		**1,372,029.96**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Interest	05/17/2021	Capital One Prime Au			14,461.19	**14,461.19**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Redemption	05/17/2021	Capital One Prime Au		596,998.06		**596,998.06**
39706	COMM	477870AC3	JDOT 2.21% MAT	Interest	05/17/2021	JOHN DEERE			13,609.38	**13,609.38**
39706	COMM	477870AC3	JDOT 2.21% MAT	Redemption	05/17/2021	JOHN DEERE		842,218.57		**842,218.57**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Interest	05/17/2021	HONDA AUTO			10,754.16	**10,754.16**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Redemption	05/17/2021	HONDA AUTO		278,749.55		**278,749.55**
39811	COMM	14041NFU0	COMET 1.72% MAT	Interest	05/17/2021	Capital One Multi Ex			50,166.66	**50,166.66**
39811	COMM	14041NFU0	COMET 1.72% MAT	Redemption	05/17/2021	Capital One Multi Ex		966,512.23		**966,512.23**
39883	COMM	58769TAD7	MBART 1.93% MAT	Interest	05/17/2021	MERCEDES -BENZ			43,650.01	**43,650.01**
39883	COMM	58769TAD7	MBART 1.93% MAT	Redemption	05/17/2021	MERCEDES -BENZ		193,228.34		**193,228.34**
40017	COMM	44891JAC2	HART 1.94% MAT	Interest	05/17/2021	HYUNDAI AUTO			18,995.84	**18,995.84**
40017	COMM	44891JAC2	HART 1.94% MAT	Redemption	05/17/2021	HYUNDAI AUTO		371,258.36		**371,258.36**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Interest	05/17/2021	TOYOTA AUTO REC			31,200.00	**31,200.00**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Redemption	05/17/2021	TOYOTA AUTO REC		633,604.22		**633,604.22**
40062	COMM	58769QAC5	MBALT 2.% MAT	Interest	05/17/2021	MERCEDES-BENZ			16,487.11	**16,487.11**
40062	COMM	58769QAC5	MBALT 2.% MAT	Redemption	05/17/2021	MERCEDES-BENZ		991,501.84		**991,501.84**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Interest	05/17/2021	ALLY Auto			19,933.33	**19,933.33**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Redemption	05/17/2021	ALLY Auto		346,118.15		**346,118.15**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Interest	05/17/2021	Harley-Davidson Moto			15,583.33	**15,583.33**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Redemption	05/17/2021	Harley-Davidson Moto		256,959.80		**256,959.80**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Interest	05/17/2021	CHASE ISSUANCE			34,425.00	**34,425.00**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Redemption	05/17/2021	CHASE ISSUANCE		650,152.95		**650,152.95**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	05/17/2021	Capital One Prime Au			33,333.33	**33,333.33**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	05/17/2021	Capital One Prime Au		627,085.20		**627,085.20**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Interest	05/17/2021	MERCEDES-BENZ			45,999.99	**45,999.99**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	05/17/2021	MERCEDES-BENZ		1,549,752.52		**1,549,752.52**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Interest	05/17/2021	MERCEDES-BENZ			9,200.00	**9,200.00**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	05/17/2021	MERCEDES-BENZ		305,648.68		**305,648.68**
40411	COMM	254683CH6	DCENT 3.32% MAT	Interest	05/17/2021	Discover Card Execut			41,500.01	**41,500.01**
40411	COMM	254683CH6	DCENT 3.32% MAT	Redemption	05/17/2021	Discover Card Execut		488,024.54		**488,024.54**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	05/17/2021	MERCEDES -BENZ			2,291.67	**2,291.67**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	05/17/2021	MERCEDES -BENZ		114,322.16		**114,322.16**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	05/17/2021	JOHN DEERE			1,912.50	**1,912.50**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	05/17/2021	JOHN DEERE		110,352.70		**110,352.70**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Interest	05/17/2021	MERCEDES-BENZ			1,487.94	**1,487.94**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Redemption	05/17/2021	MERCEDES-BENZ		543,207.38		**543,207.38**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	05/17/2021	TOYOTA AUTO REC			3,358.34	**3,358.34**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	05/17/2021	TOYOTA AUTO REC		322,238.40		**322,238.40**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	05/17/2021	World Omni Auto Rec'			3,500.00	**3,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	05/17/2021	World Omni Auto Rec'		250,778.85		**250,778.85**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	05/17/2021	Harley-Davidson Moto			953.33	**953.33**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	05/17/2021	Harley-Davidson Moto		146,502.24		**146,502.24**
40958	COMM	34532NAC9	FM 0.3% MAT	Interest	05/17/2021	FORD MOTOR			5,000.00	**5,000.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Redemption	05/17/2021	FORD MOTOR		391,971.82		**391,971.82**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	05/17/2021	JOHN DEERE			2,325.00	**2,325.00**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	05/17/2021	JOHN DEERE		147,600.19		**147,600.19**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	05/17/2021	HYUNDAI AUTO			1,704.72	**1,704.72**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	05/17/2021	HYUNDAI AUTO		179,309.96		**179,309.96**
		Totals for 05/17/2021					**99,999,861.12**	**124,249,694.61**	**1,271,414.79**	**25,521,248.28**
41137	COMM	5148X0SK2	LANDES DISC NOTE	Purchase	05/18/2021	LANDES	99,999,861.12			**-99,999,861.12**
41136	COMM	5148X0SJ5	LANDES DISC NOTE	Redemption	05/18/2021	LANDES		100,000,000.00		**100,000,000.00**
38738	COMM	43814UAG4	HAROT 3.01% MAT	Interest	05/18/2021	HONDA AUTO			4,535.84	**4,535.84**
38738	COMM	43814UAG4	HAROT 3.01% MAT	Redemption	05/18/2021	HONDA AUTO		584,379.11		**584,379.11**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	05/18/2021	HONDA AUTO			21,566.45	**21,566.45**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	05/18/2021	HONDA AUTO		908,787.28		**908,787.28**
		Totals for 05/18/2021					**99,999,861.12**	**101,493,166.39**	**26,102.29**	**1,519,407.56**
41138	COMM	5148X0SL0	LANDES DISC NOTE	Purchase	05/19/2021	LANDES	99,999,861.12			**-99,999,861.12**
41139	COMM	63873JSL5	NATXNY DISC NOTE	Purchase	05/19/2021	Natixis NY Branch	49,999,958.33			**-49,999,958.33**
38601	COMM	02079KAA5	GOOG 3.625% MAT	Redemption	05/19/2021	GOOGLE INC		16,705,000.00		**16,705,000.00**
41137	COMM	5148X0SK2	LANDES DISC NOTE	Redemption	05/19/2021	LANDES		100,000,000.00		**100,000,000.00**
38601	COMM	02079KAA5	GOOG 3.625% MAT	Interest	05/19/2021	GOOGLE INC			302,778.13	**302,778.13**
40025	COMM	3130AHJY0	FEDERAL HOME	Interest	05/19/2021	FHLB NOTES			81,250.00	**81,250.00**
40502	COMM	3130AJLA5	FEDERAL HOME	Interest	05/19/2021	FHLB NOTES			18,750.00	**18,750.00**
		Totals for 05/19/2021					**149,999,819.45**	**116,705,000.00**	**402,778.13**	**-32,892,041.32**
41140	COMM	22536LSM3	CICNY DISC NOTE	Purchase	05/20/2021	Credit Indust et Com	49,999,944.44			**-49,999,944.44**
41141	COMM	5148X0SM8	LANDES DISC NOTE	Purchase	05/20/2021	LANDES	99,999,861.12			**-99,999,861.12**
40956	COMM	05586FC39	BNP PARIBAS N Y	Redemption	05/20/2021	BNP PARIBAS NY		60,000,000.00		**60,000,000.00**
41138	COMM	5148X0SL0	LANDES DISC NOTE	Redemption	05/20/2021	LANDES		100,000,000.00		**100,000,000.00**
41139	COMM	63873JSL5	NATXNY DISC NOTE	Redemption	05/20/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40758	COMM	06417MLT0	BNSHOU FRN MAT	Interest	05/20/2021	BANK OF NOVA			14,249.97	**14,249.97**
40956	COMM	05586FC39	BNP PARIBAS N Y	Interest	05/20/2021	BNP PARIBAS NY			49,645.08	**49,645.08**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Interest	05/20/2021	BMW VEHICLE			15,923.50	**15,923.50**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Redemption	05/20/2021	BMW VEHICLE		2,717,045.82		**2,717,045.82**
39612	COMM	92349GAA9	VERIZON OWNER	Interest	05/20/2021	VERIZON OWNER			67,958.35	**67,958.35**
39612	COMM	92349GAA9	VERIZON OWNER	Redemption	05/20/2021	VERIZON OWNER		1,188,125.59		**1,188,125.59**
39913	COMM	92867XAD8	VWALT 1.99% MAT	Interest	05/20/2021	Volkswagen Auto			17,412.50	**17,412.50**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39913	COMM	92867XAD8	VWALT 1.99% MAT	Redemption	05/20/2021	Volkswagen Auto		548,946.25		**548,946.25**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Interest	05/20/2021	VERIZON OWNER			38,800.01	**38,800.01**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Redemption	05/20/2021	VERIZON OWNER		723,205.78		**723,205.78**
40341	COMM	36259KAD9	GMALT 1.67% MAT	Interest	05/20/2021	GM Fin'cl Auto Leasi			6,958.34	**6,958.34**
40341	COMM	36259KAD9	GMALT 1.67% MAT	Redemption	05/20/2021	GM Fin'cl Auto Leasi		258,737.41		**258,737.41**
40416	COMM	92868LAD3	VALET 3.02% MAT	Interest	05/20/2021	VOLKSWAGEN			17,059.60	**17,059.60**
40416	COMM	92868LAD3	VALET 3.02% MAT	Redemption	05/20/2021	VOLKSWAGEN		1,127,042.36		**1,127,042.36**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Interest	05/20/2021	GM Fin'cl Auto Leasi			1,000.00	**1,000.00**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Redemption	05/20/2021	GM Fin'cl Auto Leasi		57,744.21		**57,744.21**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	05/20/2021	VERIZON OWNER			11,456.26	**11,456.26**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	05/20/2021	VERIZON OWNER		673,429.57		**673,429.57**
40623	COMM	362569AC9	GMALT 0.45% MAT	Interest	05/20/2021	GM Fin'cl Auto Leasi			3,187.50	**3,187.50**
40623	COMM	362569AC9	GMALT 0.45% MAT	Redemption	05/20/2021	GM Fin'cl Auto Leasi		302,564.22		**302,564.22**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	05/20/2021	VERIZON OWNER			7,004.17	**7,004.17**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	05/20/2021	VERIZON OWNER		435,072.26		**435,072.26**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Interest	05/20/2021	Volkswagen Auto			2,437.50	**2,437.50**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Redemption	05/20/2021	Volkswagen Auto		226,685.78		**226,685.78**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	05/20/2021	GM Fin'cl Auto Leasi			1,787.51	**1,787.51**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	05/20/2021	GM Fin'cl Auto Leasi		245,770.69		**245,770.69**
40979	COMM	40440YAA7	HPQ 0.1653% MAT	Interest	05/20/2021	HEWLETT-PACKARD			3,177.84	**3,177.84**
40979	COMM	40440YAA7	HPQ 0.1653% MAT	Redemption	05/20/2021	HEWLETT-PACKARD		3,742,399.68		**3,742,399.68**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	05/20/2021	Toyota Lease Owner			4,084.17	**4,084.17**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	05/20/2021	Toyota Lease Owner		351,369.55		**351,369.55**
		Totals for 05/20/2021					**149,999,805.56**	**222,598,139.17**	**262,142.30**	**72,860,475.91**
41142	COMM	5148X0SQ9	LANDES DISC NOTE	Purchase	05/21/2021	LANDES	124,999,479.17			**-124,999,479.17**
40752	COMM	65558TT88	NORDEA BK ABP	Redemption	05/21/2021	Nordea Bank Finland		50,000,000.00		**50,000,000.00**
41140	COMM	22536LSM3	CICNY DISC NOTE	Redemption	05/21/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41141	COMM	5148X0SM8	LANDES DISC NOTE	Redemption	05/21/2021	LANDES		100,000,000.00		**100,000,000.00**
40752	COMM	65558TT88	NORDEA BK ABP	Interest	05/21/2021	Nordea Bank Finland			43,680.56	**43,680.56**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Interest	05/21/2021	HONDA AUTO			29,515.43	**29,515.43**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Redemption	05/21/2021	HONDA AUTO		1,183,419.20		**1,183,419.20**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	05/21/2021	HONDA AUTO			22,137.51	**22,137.51**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	05/21/2021	HONDA AUTO		488,258.76		**488,258.76**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	05/21/2021	HONDA AUTO			2,643.75	**2,643.75**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	05/21/2021	HONDA AUTO		249,264.28		**249,264.28**
		Totals for 05/21/2021					**124,999,479.17**	**201,920,942.24**	**97,977.25**	**77,019,440.32**
41143	COMM	5148X0SR7	LANDES DISC NOTE	Purchase	05/24/2021	LANDES	99,999,861.12			**-99,999,861.12**
41144	COMM	63873JSR2	NATXNY DISC NOTE	Purchase	05/24/2021	Natixis NY Branch	49,999,958.33			**-49,999,958.33**
41142	COMM	5148X0SQ9	LANDES DISC NOTE	Redemption	05/24/2021	LANDES		125,000,000.00		**125,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39569	COMM	90331HPC1	USB 2.65% MAT	Interest	05/24/2021	U S BANK			198,750.00	**198,750.00**
40773	COMM	459058JM6	IBRD 0.25% MAT	Interest	05/24/2021	INTL BANK RECON &			15,312.50	**15,312.50**
		Totals for 05/24/2021					**149,999,819.45**	**125,000,000.00**	**214,062.50**	**-24,785,756.95**
41145	COMM	22536LSS0	CICNY DISC NOTE	Purchase	05/25/2021	Credit Indust et Com	49,999,944.44			**-49,999,944.44**
41146	COMM	5148X0SS5	LANDES DISC NOTE	Purchase	05/25/2021	LANDES	99,999,861.12			**-99,999,861.12**
40881	COMM	912796G29	UNITED STATES	Redemption	05/25/2021	U.S. TREASURY		35,000,000.00		**35,000,000.00**
41143	COMM	5148X0SR7	LANDES DISC NOTE	Redemption	05/25/2021	LANDES		100,000,000.00		**100,000,000.00**
41144	COMM	63873JSR2	NATXNY DISC NOTE	Redemption	05/25/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
38387	COMM	3137AYCE9		Interest	05/25/2021	FHLMC Multi-Family			44,700.00	**44,700.00**
38387	COMM	3137AYCE9		Redemption	05/25/2021	FHLMC Multi-Family		1,138,034.09		**1,138,034.09**
38391	COMM	3137AYCE9		Interest	05/25/2021	FHLMC Multi-Family			16,762.50	**16,762.50**
38391	COMM	3137AYCE9		Redemption	05/25/2021	FHLMC Multi-Family		426,548.42		**426,548.42**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Interest	05/25/2021	FHLMC Multi-Family			10,727.55	**10,727.55**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Redemption	05/25/2021	FHLMC Multi-Family		342,754.25		**342,754.25**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Interest	05/25/2021	FHLMC Multi-Family			55,270.52	**55,270.52**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Redemption	05/25/2021	FHLMC Multi-Family		958,179.34		**958,179.34**
38664	COMM	3136B1XP4	FNMAM 3.56% MAT	Interest	05/25/2021	FNMA Multi-Family			937.53	**937.53**
38664	COMM	3136B1XP4	FNMAM 3.56% MAT	Redemption	05/25/2021	FNMA Multi-Family		44,009.19		**44,009.19**
38665	COMM	3136B1XP4	FNMAM 3.56% MAT	Interest	05/25/2021	FNMA Multi-Family			937.53	**937.53**
38665	COMM	3136B1XP4	FNMAM 3.56% MAT	Redemption	05/25/2021	FNMA Multi-Family		44,009.19		**44,009.19**
38666	COMM	3137AYCE9		Interest	05/25/2021	FHLMC Multi-Family			26,250.08	**26,250.08**
38666	COMM	3137AYCE9		Redemption	05/25/2021	FHLMC Multi-Family		655,852.43		**655,852.43**
38744	COMM	3137AYCE9		Interest	05/25/2021	FHLMC Multi-Family			44,700.00	**44,700.00**
38744	COMM	3137AYCE9		Redemption	05/25/2021	FHLMC Multi-Family		1,117,216.78		**1,117,216.78**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	05/25/2021	FHLMC Multi-Family			12,176.25	**12,176.25**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	05/25/2021	FHLMC Multi-Family		188,182.92		**188,182.92**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	05/25/2021	FHLMC Multi-Family			29,425.00	**29,425.00**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	05/25/2021	FHLMC Multi-Family		398,162.45		**398,162.45**
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	05/25/2021	FHLMC Multi-Family			28,723.99	**28,723.99**
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	05/25/2021	FHLMC Multi-Family		463,039.27		**463,039.27**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	05/25/2021	FHLMC Multi-Family			28,816.67	**28,816.67**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	05/25/2021	FHLMC Multi-Family		384,354.32		**384,354.32**
39150	COMM	31381TYT1	FNMAM 2.75% MAT	Interest	05/25/2021	FNMA Multi-Family			65,026.98	**65,026.98**
39150	COMM	31381TYT1	FNMAM 2.75% MAT	Redemption	05/25/2021	FNMA Multi-Family		69,361.91		**69,361.91**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Interest	05/25/2021	FNMA Multi-Family			44,262.97	**44,262.97**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Redemption	05/25/2021	FNMA Multi-Family		30,623.84		**30,623.84**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Interest	05/25/2021	FHLMC Multi-Family			58,837.51	**58,837.51**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Redemption	05/25/2021	FHLMC Multi-Family		1,320,045.87		**1,320,045.87**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	05/25/2021	FNMA Multi-Family			51,458.33	**51,458.33**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	05/25/2021	FNMA Multi-Family		844,320.95		**844,320.95**

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SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
Sorted by Transaction Date - Transaction Date

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Interest	05/25/2021	FNMA Multi-Family			19,833.27	**19,833.27**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Redemption	05/25/2021	FNMA Multi-Family		22,972.44		**22,972.44**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	05/25/2021	FNMA Multi-Family			29,913.08	**29,913.08**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	05/25/2021	FNMA Multi-Family		33,555.33		**33,555.33**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Interest	05/25/2021	FNMA Multi-Family			8,958.33	**8,958.33**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	05/25/2021	FNMA Multi-Family		171,380.09		**171,380.09**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Interest	05/25/2021	FNMA Multi-Family			12,633.88	**12,633.88**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Redemption	05/25/2021	FNMA Multi-Family		14,199.90		**14,199.90**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	05/25/2021	FHLMC Multi-Family			36,115.97	**36,115.97**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	05/25/2021	FHLMC Multi-Family		277,413.12		**277,413.12**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Interest	05/25/2021	FNMA Multi-Family			10,791.67	**10,791.67**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Redemption	05/25/2021	FNMA Multi-Family		318,685.28		**318,685.28**
39735	COMM	31381VBJ3	FNMAM 2.83% MAT	Interest	05/25/2021	FNMA Multi-Family			11,422.14	**11,422.14**
39735	COMM	31381VBJ3	FNMAM 2.83% MAT	Redemption	05/25/2021	FNMA Multi-Family		12,879.06		**12,879.06**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Interest	05/25/2021	FNMA Multi-Family			15,087.78	**15,087.78**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	05/25/2021	FNMA Multi-Family		22,334.73		**22,334.73**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Interest	05/25/2021	BMW VEHICLE			24,667.24	**24,667.24**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Redemption	05/25/2021	BMW VEHICLE		1,207,858.70		**1,207,858.70**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Interest	05/25/2021	FNMA Multi-Family			16,425.51	**16,425.51**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Redemption	05/25/2021	FNMA Multi-Family		494,564.80		**494,564.80**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Interest	05/25/2021	FNMA Multi-Family			12,804.04	**12,804.04**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	05/25/2021	FNMA Multi-Family		14,361.68		**14,361.68**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Interest	05/25/2021	FHLMC Multi-Family			49,507.36	**49,507.36**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Redemption	05/25/2021	FHLMC Multi-Family		865,149.56		**865,149.56**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	05/25/2021	FHLMC Multi-Family			24,807.08	**24,807.08**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	05/25/2021	FHLMC Multi-Family		290,662.93		**290,662.93**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	05/25/2021	FNMA Multi-Family			35,443.23	**35,443.23**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	05/25/2021	FNMA Multi-Family		13,212.57		**13,212.57**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Interest	05/25/2021	FNMA Multi-Family			1,552.30	**1,552.30**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	05/25/2021	FNMA Multi-Family		2,297.90		**2,297.90**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	05/25/2021	FHLMC Multi-Family			31,974.74	**31,974.74**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	05/25/2021	FHLMC Multi-Family		114,490.40		**114,490.40**
40527	COMM	3132XHM68	FHLMCM 1.1% MAT	Interest	05/25/2021	FHLMC Multi-Family			18,034.87	**18,034.87**
40527	COMM	3132XHM68	FHLMCM 1.1% MAT	Redemption	05/25/2021	FHLMC Multi-Family		33,793.80		**33,793.80**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	05/25/2021	BMW VEHICLE			3,400.00	**3,400.00**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	05/25/2021	BMW VEHICLE		214,670.54		**214,670.54**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	05/25/2021	FHLMC Multi-Family			10,872.69	**10,872.69**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	05/25/2021	FHLMC Multi-Family		90,636.08		**90,636.08**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	05/25/2021	FHLMC Multi-Family			1,712.89	**1,712.89**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	05/25/2021	FHLMC Multi-Family		11,267.28		**11,267.28**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	05/25/2021	FNMA Multi-Family			48,264.94	**48,264.94**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	05/25/2021	FNMA Multi-Family		39,620.74		**39,620.74**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	05/25/2021	FHLMC Multi-Family			30,881.25	**30,881.25**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	05/25/2021	FHLMC Multi-Family		23,274.50		**23,274.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	05/25/2021	FHLMC Multi-Family			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	05/25/2021	FHLMC Multi-Family		160,225.81		**160,225.81**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	05/25/2021	FNMA Multi-Family			53,544.77	**53,544.77**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	05/25/2021	FNMA Multi-Family		13,868.75		**13,868.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	05/25/2021	FHLMC Multi-Family			3,879.90	**3,879.90**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	05/25/2021	FHLMC Multi-Family		10,281.83		**10,281.83**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	05/25/2021	FHLMC Multi-Family			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	05/25/2021	FHLMC Multi-Family		862,521.61		**862,521.61**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	05/25/2021	FNMA Multi-Family			19,833.33	**19,833.33**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	05/25/2021	FNMA Multi-Family		216,717.12		**216,717.12**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	05/25/2021	FHLMC Multi-Family			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	05/25/2021	FHLMC Multi-Family		914,782.68		**914,782.68**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	05/25/2021	FHLMC Multi-Family			2,128.92	**2,128.92**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	05/25/2021	FHLMC Multi-Family		6,647.26		**6,647.26**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	05/25/2021	BMW VEHICLE			2,924.17	**2,924.17**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	05/25/2021	BMW VEHICLE		369,157.90		**369,157.90**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	05/25/2021	FHLMC Multi-Family			62,626.63	**62,626.63**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	05/25/2021	FHLMC Multi-Family		1,041,610.68		**1,041,610.68**
		Totals for 05/25/2021					**149,999,805.56**	**201,309,790.29**	**1,237,442.89**	**52,547,427.62**
41147	COMM	07274LST5	BAYER DISC NOTE	Purchase	05/26/2021	BAYERISCHE	99,999,972.22			**-99,999,972.22**
41148	COMM	22536LST8	CICNY DISC NOTE	Purchase	05/26/2021	Credit Indust et Com	74,999,916.66			**-74,999,916.66**
36797	COMM	3136G3PR0	FEDERAL NATL MTG	Redemption	05/26/2021	FNMA NOTES		25,000,000.00		**25,000,000.00**
38999	COMM	3133EJW70	FEDERAL FARM CR	Redemption	05/26/2021	FFCB NOTES		35,000,000.00		**35,000,000.00**
39023	COMM	3133EJW70	FEDERAL FARM CR	Redemption	05/26/2021	FFCB NOTES		26,825,000.00		**26,825,000.00**
41145	COMM	22536LSS0	CICNY DISC NOTE	Redemption	05/26/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41146	COMM	5148X0SS5	LANDES DISC NOTE	Redemption	05/26/2021	LANDES		100,000,000.00		**100,000,000.00**
36797	COMM	3136G3PR0	FEDERAL NATL MTG	Interest	05/26/2021	FNMA NOTES			187,500.00	**187,500.00**
38999	COMM	3133EJW70	FEDERAL FARM CR	Interest	05/26/2021	FFCB NOTES			503,125.00	**503,125.00**
39023	COMM	3133EJW70	FEDERAL FARM CR	Interest	05/26/2021	FFCB NOTES			385,609.38	**385,609.38**
		Totals for 05/26/2021					**174,999,888.88**	**236,825,000.00**	**1,076,234.38**	**62,901,345.50**
41149	COMM	5148X0SU0	LANDES DISC NOTE	Purchase	05/27/2021	LANDES	139,999,805.40			**-139,999,805.40**
41147	COMM	07274LST5	BAYER DISC NOTE	Redemption	05/27/2021	BAYERISCHE		100,000,000.00		**100,000,000.00**
41148	COMM	22536LST8	CICNY DISC NOTE	Redemption	05/27/2021	Credit Indust et Com		75,000,000.00		**75,000,000.00**
40774	COMM	3135G06H1	FNMA 0.25% MAT	Interest	05/27/2021	FNMA NOTES			56,875.05	**56,875.05**
		Totals for 05/27/2021					**139,999,805.40**	**175,000,000.00**	**56,875.05**	**35,057,069.65**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41150	COMM	16536HT19	CHES DISC NOTE	Purchase	05/28/2021	CHESHAM FINANCE	47,999,786.67			-47,999,786.67
41151	COMM	22536UV80	CICNY 0.14% MAT	Purchase	05/28/2021	Credit Indust et Com	75,000,000.00			-75,000,000.00
41153	COMM	459058JS3	IBRD 0.65% MAT	Purchase	05/28/2021	INTL BANK RECON &	9,934,800.00			-9,934,800.00
41152	COMM	82124LVX7	SHEF DISC NOTE	Purchase	05/28/2021	SHEFFIELD	34,992,611.11			-34,992,611.11
38178	COMM	3130ACUK8	FEDERAL HOME	Redemption	05/28/2021	FHLB NOTES		25,000,000.00		25,000,000.00
40562	COMM	46640PSU8	JPMSCC ZERO CPN	Redemption	05/28/2021	JP Morgan Securities		50,000,000.00		50,000,000.00
41066	COMM	91058TSU1	UNH DISC NOTE	Redemption	05/28/2021	UnitedHealth Group		50,000,000.00		50,000,000.00
41149	COMM	5148X0SU0	LANDES DISC NOTE	Redemption	05/28/2021	LANDES		140,000,000.00		140,000,000.00
38178	COMM	3130ACUK8	FEDERAL HOME	Interest	05/28/2021	FHLB NOTES			250,000.00	250,000.00
40506	COMM	3134GVVX3	FEDERAL HOME LN	Interest	05/28/2021	FHLMC NOTES			22,500.00	22,500.00
		Totals for 05/28/2021					**167,927,197.78**	**265,000,000.00**	**272,500.00**	**97,345,302.22**
41154	COMM	5148X0T21	LANDES DISC NOTE	Purchase	06/01/2021	LANDES	99,999,861.12			-99,999,861.12
41155	COMM	63873JT26	NATXNY DISC NOTE	Purchase	06/01/2021	Natixis NY Branch	49,999,958.33			-49,999,958.33
40579	COMM	30229AT17	XON ZERO CPN MAT	Redemption	06/01/2021	Exxon Mobil Corp Dis		50,000,000.00		50,000,000.00
41060	COMM	58934AT14	MERCK DISC NOTE	Redemption	06/01/2021	MERCK & CO		50,000,000.00		50,000,000.00
41150	COMM	16536HT19	CHES DISC NOTE	Redemption	06/01/2021	CHESHAM FINANCE		48,000,000.00		48,000,000.00
37149	COMM	3130AABG2	FEDERAL HOME	Interest	06/01/2021	FHLB NOTES			140,625.00	140,625.00
40783	COMM	3134GXDK7	FEDERAL HOME LN	Interest	06/01/2021	FHLMC NOTES			48,750.00	48,750.00
40805	COMM	3134GXEX8	FEDERAL HOME LN	Interest	06/01/2021	FHLMC NOTES			26,656.25	26,656.25
40805	COMM	3134GXEX8	FEDERAL HOME LN	Accr Int	06/01/2021	FHLMC NOTES		888.54	-888.54	0.00
40831	COMM	3133EMHE5	FEDERAL FARM CR	Interest	06/01/2021	FFCB NOTES			12,937.00	12,937.00
40831	COMM	3133EMHE5	FEDERAL FARM CR	Accr Int	06/01/2021	FFCB NOTES		790.59	-790.59	0.00
41075	COMM	912828ZT0	UNITED STATES	Interest	06/01/2021	U.S. TREASURY			37,500.00	37,500.00
41075	COMM	912828ZT0	UNITED STATES	Accr Int	06/01/2021	U.S. TREASURY		28,021.98	-28,021.98	0.00
		Totals for 06/01/2021					**149,999,819.45**	**148,029,701.11**	**236,767.14**	**-1,733,351.20**
41156	COMM	16536HT35	CHES DISC NOTE	Purchase	06/02/2021	CHESHAM FINANCE	124,999,861.19			-124,999,861.19
41157	COMM	5148X0T39	LANDES DISC NOTE	Purchase	06/02/2021	LANDES	99,999,861.00			-99,999,861.00
41154	COMM	5148X0T21	LANDES DISC NOTE	Redemption	06/02/2021	LANDES		100,000,000.00		100,000,000.00
41155	COMM	63873JT26	NATXNY DISC NOTE	Redemption	06/02/2021	Natixis NY Branch		50,000,000.00		50,000,000.00
40793	COMM	3133EMJH6	FEDERAL FARMS	Interest	06/02/2021	FFCB NOTES			23,000.00	23,000.00
40461	COMM	SYS40461	DGCXX 0.%	Interest	06/02/2021	Dreyfus Government			411.00	411.00
40461	COMM	SYS40461	DGCXX 0.%	Purchase	06/02/2021	Dreyfus Government	411.00			-411.00
		Totals for 06/02/2021					**225,000,133.19**	**150,000,000.00**	**23,411.00**	**-74,976,722.19**
41158	COMM	5148X0T47	LANDES DISC NOTE	Purchase	06/03/2021	LANDES	99,999,861.12			-99,999,861.12
41159	COMM	63873JT42	NATXNY DISC NOTE	Purchase	06/03/2021	Natixis NY Branch	49,999,958.33			-49,999,958.33
40560	COMM	22549L2G9	CRSNY 0.28% MAT	Redemption	06/03/2021	Credit Suisse NY		88,000,000.00		88,000,000.00
40809	COMM	912796A41	UNITED STATES	Redemption	06/03/2021	U.S. TREASURY		50,000,000.00		50,000,000.00
40820	COMM	912796A41	UNITED STATES	Redemption	06/03/2021	U.S. TREASURY		100,000,000.00		100,000,000.00
40982	COMM	06367CCD7	BMO 0.11% MAT	Redemption	06/03/2021	BMO CAPITAL		25,000,000.00		25,000,000.00

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40985	COMM	912796A41	UNITED STATES	Redemption	06/03/2021	U.S. TREASURY		100,000,000.00		**100,000,000.00**
41156	COMM	16536HT35	CHES DISC NOTE	Redemption	06/03/2021	CHESHAM FINANCE		125,000,000.00		**125,000,000.00**
41157	COMM	5148X0T39	LANDES DISC NOTE	Redemption	06/03/2021	LANDES		100,000,000.00		**100,000,000.00**
39594	COMM	3133EKNR3	FEDERAL FARM CR	Interest	06/03/2021	FFCB NOTES			110,000.00	**110,000.00**
40508	COMM	3134GVYX0	FEDERAL HOME LN	Interest	06/03/2021	FHLMC NOTES			25,000.00	**25,000.00**
40509	COMM	3134GVYX0	FEDERAL HOME LN	Interest	06/03/2021	FHLMC NOTES			25,000.00	**25,000.00**
40560	COMM	22549L2G9	CRSNY 0.28% MAT	Interest	06/03/2021	Credit Suisse NY			191,644.45	**191,644.45**
40560	COMM	22549L2G9	CRSNY 0.28% MAT	Accr Int	06/03/2021	Credit Suisse NY		2,053.34	-2,053.34	**0.00**
40982	COMM	06367CCD7	BMO 0.11% MAT	Interest	06/03/2021	BMO CAPITAL			6,951.39	**6,951.39**
		Totals for 06/03/2021					**149,999,819.45**	**588,002,053.34**	**356,542.50**	**438,358,776.39**
41160	COMM	3130AMRY0	FEDERAL HOME	Purchase	06/04/2021	FHLB NOTES	19,981,600.00			**-19,981,600.00**
41161	COMM	5148X0T70	LANDES DISC NOTE	Purchase	06/04/2021	LANDES	99,999,583.34			**-99,999,583.34**
41162	COMM	63873JT75	NATXNY DISC NOTE	Purchase	06/04/2021	Natixis NY Branch	74,999,812.50			**-74,999,812.50**
41163	COMM	86564GZA2	SUMITOMO MITSUI	Purchase	06/04/2021	SUMITOMO MITSUI	50,000,000.00			**-50,000,000.00**
40587	COMM	59157TT45	METSHR ZERO CPN	Redemption	06/04/2021	METLIFE SHORT		50,000,000.00		**50,000,000.00**
40791	COMM	86564GNL1	SUMITOMO MITSUI	Redemption	06/04/2021	SUMITOMO MITSUI		50,000,000.00		**50,000,000.00**
41158	COMM	5148X0T47	LANDES DISC NOTE	Redemption	06/04/2021	LANDES		100,000,000.00		**100,000,000.00**
41159	COMM	63873JT42	NATXNY DISC NOTE	Redemption	06/04/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40791	COMM	86564GNL1	SUMITOMO MITSUI	Interest	06/04/2021	SUMITOMO MITSUI			64,236.11	**64,236.11**
		Totals for 06/04/2021					**244,980,995.84**	**250,000,000.00**	**64,236.11**	**5,083,240.27**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Purchase	06/07/2021	FHLMC Multi-Family	22,285,219.51			**-22,285,219.51**
41165	COMM	5148X0T88	LANDES DISC NOTE	Purchase	06/07/2021	LANDES	99,999,861.12			**-99,999,861.12**
41166	COMM	63873JT83	NATXNY DISC NOTE	Purchase	06/07/2021	Natixis NY Branch	74,999,937.50			**-74,999,937.50**
39689	COMM	3133EKPS9	FEDERAL FARM CR	Redemption	06/07/2021	FFCB NOTES		20,000,000.00		**20,000,000.00**
41161	COMM	5148X0T70	LANDES DISC NOTE	Redemption	06/07/2021	LANDES		100,000,000.00		**100,000,000.00**
41162	COMM	63873JT75	NATXNY DISC NOTE	Redemption	06/07/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
39138	COMM	3130ABFD3	FEDERAL HOME	Interest	06/07/2021	FHLB NOTES			98,437.50	**98,437.50**
39689	COMM	3133EKPS9	FEDERAL FARM CR	Interest	06/07/2021	FFCB NOTES			212,500.00	**212,500.00**
40454	COMM	166764AB6	CHEVRON CORP	Interest	06/07/2021	CHEVRON CORP.			274,569.45	**274,569.45**
		Totals for 06/07/2021					**197,285,018.13**	**195,000,000.00**	**585,506.95**	**-1,699,511.18**
41167	COMM	5148X0T96	LANDES DISC NOTE	Purchase	06/08/2021	LANDES	99,999,861.12			**-99,999,861.12**
41168	COMM	59217GEN5	MET LI 0.55% MAT	Purchase	06/08/2021	MET LIFE GLOBAL	14,984,400.00			**-14,984,400.00**
41169	COMM	63873JT91	NATXNY DISC NOTE	Purchase	06/08/2021	Natixis NY Branch	99,999,916.66			**-99,999,916.66**
41165	COMM	5148X0T88	LANDES DISC NOTE	Redemption	06/08/2021	LANDES		100,000,000.00		**100,000,000.00**
41166	COMM	63873JT83	NATXNY DISC NOTE	Redemption	06/08/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
37194	COMM	3133EGT47	FEDERAL FARM CR	Interest	06/08/2021	FFCB NOTES			100,500.00	**100,500.00**
39069	COMM	3130A0F70	FEDERAL HOME	Interest	06/08/2021	FHLB NOTES			168,750.00	**168,750.00**
39106	COMM	3130A0F70	FEDERAL HOME	Interest	06/08/2021	FHLB NOTES			59,062.50	**59,062.50**
40811	COMM	3133EMJV5	FFCB FLOAT MAT	Interest	06/08/2021	FFCB NOTES			15,000.00	**15,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 06/08/2021					**214,984,177.78**	**175,000,000.00**	**343,312.50**	**-39,640,865.28**
41170	COMM	16536HTA9	CHES DISC NOTE	Purchase	06/09/2021	CHESHAM FINANCE	46,999,947.78			**-46,999,947.78**
41171	COMM	3133EMF64	FEDERAL FARM CR	Purchase	06/09/2021	FFCB NOTES	24,999,794.00			**-24,999,794.00**
41172	COMM	5148X0TA3	LANDES DISC NOTE	Purchase	06/09/2021	LANDES	99,999,861.12			**-99,999,861.12**
41173	COMM	63873JTA8	NATXNY DISC NOTE	Purchase	06/09/2021	Natixis NY Branch	49,999,958.33			**-49,999,958.33**
41174	COMM	64952WED1	NEW YORK LIFE	Purchase	06/09/2021	NEW YORK LIFE	19,980,600.00			**-19,980,600.00**
41167	COMM	5148X0T96	LANDES DISC NOTE	Redemption	06/09/2021	LANDES		100,000,000.00		**100,000,000.00**
41169	COMM	63873JT91	NATXNY DISC NOTE	Redemption	06/09/2021	Natixis NY Branch		100,000,000.00		**100,000,000.00**
39016	COMM	3130AFE78	FEDERAL HOME	Interest	06/09/2021	FHLB NOTES			215,250.00	**215,250.00**
39559	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2021	FHLB NOTES			106,250.00	**106,250.00**
39592	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2021	FHLB NOTES			106,250.00	**106,250.00**
39665	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2021	FHLB NOTES			228,490.63	**228,490.63**
		Totals for 06/09/2021					**241,980,161.23**	**200,000,000.00**	**656,240.63**	**-41,323,920.60**
41175	COMM	023135BW5	AMZN 0.45% MAT	Purchase	06/10/2021	Amazon	25,077,000.00			**-25,077,000.00**
41176	COMM	22536LTB6	CICNY DISC NOTE	Purchase	06/10/2021	Credit Indust et Com	74,999,916.66			**-74,999,916.66**
41177	COMM	5148X0TB1	LANDES DISC NOTE	Purchase	06/10/2021	LANDES	99,999,861.12			**-99,999,861.12**
41170	COMM	16536HTA9	CHES DISC NOTE	Redemption	06/10/2021	CHESHAM FINANCE		47,000,000.00		**47,000,000.00**
41172	COMM	5148X0TA3	LANDES DISC NOTE	Redemption	06/10/2021	LANDES		100,000,000.00		**100,000,000.00**
41173	COMM	63873JTA8	NATXNY DISC NOTE	Redemption	06/10/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
39545	COMM	313379Q69	FEDERAL HOME	Interest	06/10/2021	FHLB NOTES			265,625.00	**265,625.00**
39552	COMM	3130A5P45	FEDERAL HOME	Interest	06/10/2021	FHLB NOTES			178,125.00	**178,125.00**
40459	COMM	313379Q69	FEDERAL HOME	Interest	06/10/2021	FHLB NOTES			106,250.00	**106,250.00**
		Totals for 06/10/2021					**200,076,777.78**	**197,000,000.00**	**550,000.00**	**-2,526,777.78**
41178	COMM	5148X0TE5	LANDES DISC NOTE	Purchase	06/11/2021	LANDES	99,999,583.34			**-99,999,583.34**
41179	COMM	63873JTE0	NATXNY DISC NOTE	Purchase	06/11/2021	Natixis NY Branch	99,999,750.00			**-99,999,750.00**
37961	COMM	313379RB7	FEDERAL HOME	Redemption	06/11/2021	FHLB NOTES		5,000,000.00		**5,000,000.00**
39563	COMM	3130A1W95	FEDERAL HOME	Redemption	06/11/2021	FHLB NOTES		25,000,000.00		**25,000,000.00**
40467	COMM	313379RB7	FEDERAL HOME	Redemption	06/11/2021	FHLB NOTES		25,000,000.00		**25,000,000.00**
41176	COMM	22536LTB6	CICNY DISC NOTE	Redemption	06/11/2021	Credit Indust et Com		75,000,000.00		**75,000,000.00**
41177	COMM	5148X0TB1	LANDES DISC NOTE	Redemption	06/11/2021	LANDES		100,000,000.00		**100,000,000.00**
37961	COMM	313379RB7	FEDERAL HOME	Interest	06/11/2021	FHLB NOTES			46,875.00	**46,875.00**
39563	COMM	3130A1W95	FEDERAL HOME	Interest	06/11/2021	FHLB NOTES			281,250.00	**281,250.00**
40467	COMM	313379RB7	FEDERAL HOME	Interest	06/11/2021	FHLB NOTES			234,375.00	**234,375.00**
		Totals for 06/11/2021					**199,999,333.34**	**230,000,000.00**	**562,500.00**	**30,563,166.66**
41180	COMM	3133EMH70	FFCB FLOAT 0.04%	Purchase	06/14/2021	FFCB NOTES	25,000,000.00			**-25,000,000.00**
41181	COMM	5148X0TF2	LANDES DISC NOTE	Purchase	06/14/2021	LANDES	149,999,791.68			**-149,999,791.68**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Purchase	06/14/2021	TOYOTA AUTO REC	29,996,769.00			**-29,996,769.00**
41178	COMM	5148X0TE5	LANDES DISC NOTE	Redemption	06/14/2021	LANDES		100,000,000.00		**100,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41179	COMM	63873JTE0	NATXNY DISC NOTE	Redemption	06/14/2021	Natixis NY Branch		100,000,000.00		**100,000,000.00**
39527	COMM	92826CAC6	VISA INC, SR GLBL	Interest	06/14/2021	VISA			156,184.00	**156,184.00**
		Totals for 06/14/2021					**204,996,560.68**	**200,000,000.00**	**156,184.00**	**-4,840,376.68**
41183	COMM	16536HTG6	CHES DISC NOTE	Purchase	06/15/2021	CHESHAM FINANCE	49,999,944.44			**-49,999,944.44**
41184	COMM	5148X0TG0	LANDES DISC NOTE	Purchase	06/15/2021	LANDES	99,999,861.12			**-99,999,861.12**
41185	COMM	63873JTG5	NATXNY DISC NOTE	Purchase	06/15/2021	Natixis NY Branch	74,999,937.50			**-74,999,937.50**
37849	COMM	3134GBRR5	FHLMC 1.8% MAT	Redemption	06/15/2021	FHLMC NOTES		20,000,000.00		**20,000,000.00**
41181	COMM	5148X0TF2	LANDES DISC NOTE	Redemption	06/15/2021	LANDES		150,000,000.00		**150,000,000.00**
37849	COMM	3134GBRR5	FHLMC 1.8% MAT	Interest	06/15/2021	FHLMC NOTES			180,000.00	**180,000.00**
40162	COMM	3133ELDK7	FEDERAL FARM CR	Interest	06/15/2021	FFCB NOTES			203,750.00	**203,750.00**
40163	COMM	3133ELDK7	FEDERAL FARM CR	Interest	06/15/2021	FFCB NOTES			203,750.00	**203,750.00**
40164	COMM	3133ELDK7	FEDERAL FARM CR	Interest	06/15/2021	FFCB NOTES			203,750.00	**203,750.00**
40315	COMM	931142DV2	WALMART INC, SR	Interest	06/15/2021	WALMART			370,668.75	**370,668.75**
40498	COMM	7976466Q4	SAN FRANCISCO	Interest	06/15/2021	SAN FRANCISCO			31,250.00	**31,250.00**
40847	COMM	3135GA7F2	FEDERAL NATL MTG	Interest	06/15/2021	FNMA NOTES			69,650.00	**69,650.00**
40848	COMM	3130AKK47	FHLB FLOAT MAT	Interest	06/15/2021	FHLB NOTES			8,050.01	**8,050.01**
38958	COMM	89231PAD0	TAOT 3.18% MAT	Interest	06/15/2021	TOYOTA AUTO REC			12,850.50	**12,850.50**
38958	COMM	89231PAD0	TAOT 3.18% MAT	Redemption	06/15/2021	TOYOTA AUTO REC		541,693.66		**541,693.66**
39013	COMM	43815AAC6	HAROT 3.16% MAT	Interest	06/15/2021	HONDA AUTO			22,812.88	**22,812.88**
39013	COMM	43815AAC6	HAROT 3.16% MAT	Redemption	06/15/2021	HONDA AUTO		1,084,085.64		**1,084,085.64**
39082	COMM	05522RDA3	BACCT 3.1% MAT	Interest	06/15/2021	BANK OF AMERICA			38,750.00	**38,750.00**
39082	COMM	05522RDA3	BACCT 3.1% MAT	Redemption	06/15/2021	BANK OF AMERICA		540,151.78		**540,151.78**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Interest	06/15/2021	Nissan Auto Receivab			32,663.64	**32,663.64**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Redemption	06/15/2021	Nissan Auto Receivab		1,198,140.48		**1,198,140.48**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Interest	06/15/2021	Capital One Prime Au			13,212.47	**13,212.47**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Redemption	06/15/2021	Capital One Prime Au		530,376.43		**530,376.43**
39706	COMM	477870AC3	JDOT 2.21% MAT	Interest	06/15/2021	JOHN DEERE			12,058.25	**12,058.25**
39706	COMM	477870AC3	JDOT 2.21% MAT	Redemption	06/15/2021	JOHN DEERE		401,284.27		**401,284.27**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Interest	06/15/2021	HONDA AUTO			10,754.16	**10,754.16**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Redemption	06/15/2021	HONDA AUTO		469,527.80		**469,527.80**
39811	COMM	14041NFU0	COMET 1.72% MAT	Interest	06/15/2021	Capital One Multi Ex			50,166.66	**50,166.66**
39811	COMM	14041NFU0	COMET 1.72% MAT	Redemption	06/15/2021	Capital One Multi Ex		994,785.18		**994,785.18**
39883	COMM	58769TAD7	MBART 1.93% MAT	Interest	06/15/2021	MERCEDES -BENZ			43,337.62	**43,337.62**
39883	COMM	58769TAD7	MBART 1.93% MAT	Redemption	06/15/2021	MERCEDES -BENZ		1,908,409.79		**1,908,409.79**
40017	COMM	44891JAC2	HART 1.94% MAT	Interest	06/15/2021	HYUNDAI AUTO			18,995.84	**18,995.84**
40017	COMM	44891JAC2	HART 1.94% MAT	Redemption	06/15/2021	HYUNDAI AUTO		803,507.45		**803,507.45**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Interest	06/15/2021	TOYOTA AUTO REC			31,200.00	**31,200.00**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Redemption	06/15/2021	TOYOTA AUTO REC		655,284.55		**655,284.55**
40062	COMM	58769QAC5	MBALT 2.% MAT	Interest	06/15/2021	MERCEDES-BENZ			14,834.60	**14,834.60**
40062	COMM	58769QAC5	MBALT 2.% MAT	Redemption	06/15/2021	MERCEDES-BENZ		856,340.91		**856,340.91**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40134	COMM	02007TAC9	ALLY 1.84% MAT	Interest	06/15/2021	ALLY Auto			19,402.62	**19,402.62**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Redemption	06/15/2021	ALLY Auto		926,799.48		**926,799.48**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Interest	06/15/2021	Harley-Davidson Moto			15,583.33	**15,583.33**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Redemption	06/15/2021	Harley-Davidson Moto		264,430.26		**264,430.26**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Interest	06/15/2021	CHASE ISSUANCE			34,425.00	**34,425.00**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Redemption	06/15/2021	CHASE ISSUANCE		668,284.99		**668,284.99**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	06/15/2021	Capital One Prime Au			33,333.33	**33,333.33**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	06/15/2021	Capital One Prime Au		645,083.90		**645,083.90**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Interest	06/15/2021	MERCEDES-BENZ			45,999.99	**45,999.99**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	06/15/2021	MERCEDES-BENZ		1,633,121.99		**1,633,121.99**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Interest	06/15/2021	MERCEDES-BENZ			9,200.00	**9,200.00**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	06/15/2021	MERCEDES-BENZ		322,091.15		**322,091.15**
40411	COMM	254683CH6	DCENT 3.32% MAT	Interest	06/15/2021	Discover Card Execut			41,500.01	**41,500.01**
40411	COMM	254683CH6	DCENT 3.32% MAT	Redemption	06/15/2021	Discover Card Execut		500,682.40		**500,682.40**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	06/15/2021	MERCEDES -BENZ			2,291.67	**2,291.67**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	06/15/2021	MERCEDES -BENZ		117,463.74		**117,463.74**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	06/15/2021	JOHN DEERE			1,912.50	**1,912.50**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	06/15/2021	JOHN DEERE		113,585.89		**113,585.89**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Interest	06/15/2021	MERCEDES-BENZ			1,347.61	**1,347.61**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Redemption	06/15/2021	MERCEDES-BENZ		595,527.74		**595,527.74**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	06/15/2021	TOYOTA AUTO REC			3,358.34	**3,358.34**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	06/15/2021	TOYOTA AUTO REC		331,370.33		**331,370.33**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	06/15/2021	World Omni Auto Rec'			3,500.00	**3,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	06/15/2021	World Omni Auto Rec'		257,469.40		**257,469.40**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	06/15/2021	Harley-Davidson Moto			953.33	**953.33**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	06/15/2021	Harley-Davidson Moto		364,323.12		**364,323.12**
40958	COMM	34532NAC9	FM 0.3% MAT	Interest	06/15/2021	FORD MOTOR			5,000.00	**5,000.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Redemption	06/15/2021	FORD MOTOR		402,798.94		**402,798.94**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	06/15/2021	JOHN DEERE			2,325.00	**2,325.00**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	06/15/2021	JOHN DEERE		151,683.72		**151,683.72**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	06/15/2021	HYUNDAI AUTO			3,008.34	**3,008.34**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	06/15/2021	HYUNDAI AUTO		184,313.77		**184,313.77**
		Totals for 06/15/2021					**224,999,743.06**	**187,462,618.76**	**1,795,646.45**	**-35,741,477.85**
41186	COMM	16536HTH4	CHES DISC NOTE	Purchase	06/16/2021	CHESHAM FINANCE	74,999,916.66			**-74,999,916.66**
41187	COMM	44891VAC5	HALST 0.33% MAT	Purchase	06/16/2021	Hyundai Auto Lease S	22,496,625.00			**-22,496,625.00**
41188	COMM	5148X0TH8	LANDES DISC NOTE	Purchase	06/16/2021	LANDES	124,999,826.40			**-124,999,826.40**
41189	COMM	63873JTH3	NATXNY DISC NOTE	Purchase	06/16/2021	Natixis NY Branch	74,999,937.50			**-74,999,937.50**
41190	COMM	912828H86	UNITED STATES	Purchase	06/16/2021	U.S. TREASURY	20,294,866.38			**-20,294,866.38**
41183	COMM	16536HTG6	CHES DISC NOTE	Redemption	06/16/2021	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
41184	COMM	5148X0TG0	LANDES DISC NOTE	Redemption	06/16/2021	LANDES		100,000,000.00		**100,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41185	COMM	63873JTG5	NATXNY DISC NOTE	Redemption	06/16/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
		Totals for 06/16/2021					**317,791,171.94**	**225,000,000.00**		**-92,791,171.94**
41191	COMM	16536HTM3	CHES DISC NOTE	Purchase	06/17/2021	CHESHAM FINANCE	74,999,416.67			**-74,999,416.67**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Purchase	06/17/2021	FHLMC Multi-Family	10,851,002.22			**-10,851,002.22**
41193	COMM	5148X0TJ4	LANDES DISC NOTE	Purchase	06/17/2021	LANDES	124,999,687.50			**-124,999,687.50**
41194	COMM	63873JTJ9	NATXNY DISC NOTE	Purchase	06/17/2021	Natixis NY Branch	74,999,854.17			**-74,999,854.17**
41186	COMM	16536HTH4	CHES DISC NOTE	Redemption	06/17/2021	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41188	COMM	5148X0TH8	LANDES DISC NOTE	Redemption	06/17/2021	LANDES		125,000,000.00		**125,000,000.00**
41189	COMM	63873JTH3	NATXNY DISC NOTE	Redemption	06/17/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
39075	COMM	3133EJ3B3	FEDERAL FARM CR	Interest	06/17/2021	FFCB NOTES			140,000.00	**140,000.00**
39108	COMM	3133EJ3B3	FEDERAL FARM CR	Interest	06/17/2021	FFCB NOTES			60,200.00	**60,200.00**
40514	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/17/2021	FNMA NOTES			50,000.00	**50,000.00**
40635	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/17/2021	FNMA NOTES			37,500.00	**37,500.00**
41094	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/17/2021	FNMA NOTES			59,257.50	**59,257.50**
41094	COMM	3135G04Z3	FNMA 0.5% MAT	Accr Int	06/17/2021	FNMA NOTES		41,480.25	-41,480.25	**0.00**
		Totals for 06/17/2021					**285,849,960.56**	**275,041,480.25**	**305,477.25**	**-10,503,003.06**
40616	COMM	59157TTJ2	METSHR ZERO CPN	Redemption	06/18/2021	METLIFE SHORT		35,000,000.00		**35,000,000.00**
40618	COMM	30229ATJ8	XON ZERO CPN MAT	Redemption	06/18/2021	Exxon Mobil Corp Dis		50,000,000.00		**50,000,000.00**
41193	COMM	5148X0TJ4	LANDES DISC NOTE	Redemption	06/18/2021	LANDES		125,000,000.00		**125,000,000.00**
41194	COMM	63873JTJ9	NATXNY DISC NOTE	Redemption	06/18/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
38738	COMM	43814UAG4	HAROT 3.01% MAT	Interest	06/18/2021	HONDA AUTO			3,070.03	**3,070.03**
38738	COMM	43814UAG4	HAROT 3.01% MAT	Redemption	06/18/2021	HONDA AUTO		541,110.32		**541,110.32**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	06/18/2021	HONDA AUTO			19,423.22	**19,423.22**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	06/18/2021	HONDA AUTO		841,723.33		**841,723.33**
		Totals for 06/18/2021						**286,382,833.65**	**22,493.25**	**286,405,326.90**
41198	COMM	06367CGT8	BANK MONTREAL	Purchase	06/21/2021	BMO CAPITAL	25,000,000.00			**-25,000,000.00**
41195	COMM	16536HTN1	CHES DISC NOTE	Purchase	06/21/2021	CHESHAM FINANCE	74,999,854.17			**-74,999,854.17**
41196	COMM	5148X0TN5	LANDES DISC NOTE	Purchase	06/21/2021	LANDES	99,999,750.00			**-99,999,750.00**
41197	COMM	63873JTN0	NATXNY DISC NOTE	Purchase	06/21/2021	Natixis NY Branch	74,999,854.17			**-74,999,854.17**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Redemption	06/21/2021	BMW VEHICLE		0.01		**0.01**
39628	COMM	3133EKRP3	FEDERAL FARM CR	Redemption	06/21/2021	FFCB NOTES		15,000,000.00		**15,000,000.00**
39629	COMM	3133EKRP3	FEDERAL FARM CR	Redemption	06/21/2021	FFCB NOTES		10,000,000.00		**10,000,000.00**
41008	COMM	82124LTM4	SRCPP DISC NOTE	Redemption	06/21/2021	SHEFFIELD RECEIV		47,000,000.00		**47,000,000.00**
41191	COMM	16536HTM3	CHES DISC NOTE	Redemption	06/21/2021	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
38718	COMM	3133EJPX1	FEDERAL FARM CR	Interest	06/21/2021	FFCB NOTES			71,875.00	**71,875.00**
39628	COMM	3133EKRP3	FEDERAL FARM CR	Interest	06/21/2021	FFCB NOTES			166,500.00	**166,500.00**
39629	COMM	3133EKRP3	FEDERAL FARM CR	Interest	06/21/2021	FFCB NOTES			111,000.00	**111,000.00**
40758	COMM	06417MLT0	BNSHOU FRN MAT	Interest	06/21/2021	BANK OF NOVA			15,499.98	**15,499.98**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Interest	06/21/2021	BMW VEHICLE			9,312.02	**9,312.02**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Redemption	06/21/2021	BMW VEHICLE		3,826,858.57		**3,826,858.57**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Interest	06/21/2021	BMW VEHICLE				**0.00**
39327	COMM	05586VAD4	BMWLT 3.38% MAT	Redemption	06/21/2021	BMW VEHICLE				**0.00**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Interest	06/21/2021	HONDA AUTO			27,030.24	**27,030.24**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Redemption	06/21/2021	HONDA AUTO		1,054,190.04		**1,054,190.04**
39612	COMM	92349GAA9	VERIZON OWNER	Interest	06/21/2021	VERIZON OWNER			67,958.35	**67,958.35**
39612	COMM	92349GAA9	VERIZON OWNER	Redemption	06/21/2021	VERIZON OWNER		1,229,190.29		**1,229,190.29**
39913	COMM	92867XAD8	VWALT 1.99% MAT	Interest	06/21/2021	Volkswagen Auto			17,412.50	**17,412.50**
39913	COMM	92867XAD8	VWALT 1.99% MAT	Redemption	06/21/2021	Volkswagen Auto		117,801.84		**117,801.84**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Interest	06/21/2021	VERIZON OWNER			38,800.01	**38,800.01**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Redemption	06/21/2021	VERIZON OWNER		746,233.61		**746,233.61**
40341	COMM	36259KAD9	GMALT 1.67% MAT	Interest	06/21/2021	GM Fin'cl Auto Leasi			6,958.34	**6,958.34**
40341	COMM	36259KAD9	GMALT 1.67% MAT	Redemption	06/21/2021	GM Fin'cl Auto Leasi		272,682.18		**272,682.18**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	06/21/2021	HONDA AUTO			22,137.51	**22,137.51**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	06/21/2021	HONDA AUTO		504,075.49		**504,075.49**
40416	COMM	92868LAD3	VALET 3.02% MAT	Interest	06/21/2021	VOLKSWAGEN			14,223.20	**14,223.20**
40416	COMM	92868LAD3	VALET 3.02% MAT	Redemption	06/21/2021	VOLKSWAGEN		1,011,427.60		**1,011,427.60**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Interest	06/21/2021	GM Fin'cl Auto Leasi			1,000.00	**1,000.00**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Redemption	06/21/2021	GM Fin'cl Auto Leasi		60,123.00		**60,123.00**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	06/21/2021	VERIZON OWNER			11,456.26	**11,456.26**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	06/21/2021	VERIZON OWNER		692,389.22		**692,389.22**
40623	COMM	362569AC9	GMALT 0.45% MAT	Interest	06/21/2021	GM Fin'cl Auto Leasi			3,187.50	**3,187.50**
40623	COMM	362569AC9	GMALT 0.45% MAT	Redemption	06/21/2021	GM Fin'cl Auto Leasi		314,406.84		**314,406.84**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	06/21/2021	VERIZON OWNER			7,004.17	**7,004.17**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	06/21/2021	VERIZON OWNER		447,165.23		**447,165.23**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Interest	06/21/2021	Volkswagen Auto			2,437.50	**2,437.50**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Redemption	06/21/2021	Volkswagen Auto		234,590.03		**234,590.03**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	06/21/2021	GM Fin'cl Auto Leasi			1,787.51	**1,787.51**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	06/21/2021	GM Fin'cl Auto Leasi		254,461.91		**254,461.91**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	06/21/2021	HONDA AUTO			2,643.75	**2,643.75**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	06/21/2021	HONDA AUTO		256,399.67		**256,399.67**
40979	COMM	40440YAA7	HPQ 0.1653% MAT	Interest	06/21/2021	HEWLETT-PACKARD			2,839.83	**2,839.83**
40979	COMM	40440YAA7	HPQ 0.1653% MAT	Redemption	06/21/2021	HEWLETT-PACKARD		3,496,800.36		**3,496,800.36**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	06/21/2021	Toyota Lease Owner			4,225.00	**4,225.00**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	06/21/2021	Toyota Lease Owner		363,240.40		**363,240.40**
		Totals for 06/21/2021					**274,999,458.34**	**161,882,036.29**	**605,288.67**	**-112,512,133.38**
41199	COMM	22536LTP5	CICNY DISC NOTE	Purchase	06/22/2021	Credit Indust et Com	49,999,888.89			**-49,999,888.89**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Purchase	06/22/2021	FNMA Multi-Family	5,170,908.77			**-5,170,908.77**
41201	COMM	5148X0TP0	LANDES DISC NOTE	Purchase	06/22/2021	LANDES	124,999,687.50			**-124,999,687.50**
41202	COMM	63873JTP5	NATXNY DISC NOTE	Purchase	06/22/2021	Natixis NY Branch	74,999,854.17			**-74,999,854.17**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41195	COMM	16536HTN1	CHES DISC NOTE	Redemption	06/22/2021	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41196	COMM	5148X0TN5	LANDES DISC NOTE	Redemption	06/22/2021	LANDES		100,000,000.00		**100,000,000.00**
41197	COMM	63873JTN0	NATXNY DISC NOTE	Redemption	06/22/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
40600	COMM	459058JJ3	IBRD FLOAT MAT	Interest	06/22/2021	INTL BANK RECON &			36,900.00	**36,900.00**
		Totals for 06/22/2021					**255,170,339.33**	**250,000,000.00**	**36,900.00**	**-5,133,439.33**
41203	COMM	22536LTQ3	CICNY DISC NOTE	Purchase	06/23/2021	Credit Indust et Com	49,999,888.89			**-49,999,888.89**
41204	COMM	5148X0TQ8	LANDES DISC NOTE	Purchase	06/23/2021	LANDES	124,999,687.50			**-124,999,687.50**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Purchase	06/23/2021	Nissan Auto Receivab	39,999,324.00			**-39,999,324.00**
41205	COMM	63873JTQ3	NATXNY DISC NOTE	Purchase	06/23/2021	Natixis NY Branch	99,999,805.56			**-99,999,805.56**
41207	COMM	80286DAC2	SRT 0.51% MAT	Purchase	06/23/2021	Santander Retail Aut	15,448,048.67			**-15,448,048.67**
41199	COMM	22536LTP5	CICNY DISC NOTE	Redemption	06/23/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41201	COMM	5148X0TP0	LANDES DISC NOTE	Redemption	06/23/2021	LANDES		125,000,000.00		**125,000,000.00**
41202	COMM	63873JTP5	NATXNY DISC NOTE	Redemption	06/23/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
40870	COMM	3133EMLP5	FEDERAL FARM CR	Interest	06/23/2021	FFCB NOTES			24,000.00	**24,000.00**
40870	COMM	3133EMLP5	FEDERAL FARM CR	Accr Int	06/23/2021	FFCB NOTES		133.33	-133.33	**0.00**
		Totals for 06/23/2021					**330,446,754.62**	**250,000,133.33**	**23,866.67**	**-80,422,754.62**
41210	COMM	16536HTR2	CHES DISC NOTE	Purchase	06/24/2021	CHESHAM FINANCE	74,999,854.17			**-74,999,854.17**
41208	COMM	22536LTR1	CICNY DISC NOTE	Purchase	06/24/2021	Credit Indust et Com	49,999,888.89			**-49,999,888.89**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Purchase	06/24/2021	Carvana Auto	14,999,145.00			**-14,999,145.00**
41211	COMM	5148X0TR6	LANDES DISC NOTE	Purchase	06/24/2021	LANDES	124,999,687.50			**-124,999,687.50**
41203	COMM	22536LTQ3	CICNY DISC NOTE	Redemption	06/24/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41204	COMM	5148X0TQ8	LANDES DISC NOTE	Redemption	06/24/2021	LANDES		125,000,000.00		**125,000,000.00**
41205	COMM	63873JTQ3	NATXNY DISC NOTE	Redemption	06/24/2021	Natixis NY Branch		100,000,000.00		**100,000,000.00**
		Totals for 06/24/2021					**264,998,575.56**	**275,000,000.00**		**10,001,424.44**
41212	COMM	06054NZN4	BOFA DISC NOTE	Purchase	06/25/2021	BANK OF AMERICA	49,967,500.00			**-49,967,500.00**
41213	COMM	16536HTU5	CHES DISC NOTE	Purchase	06/25/2021	CHESHAM FINANCE	74,999,562.50			**-74,999,562.50**
41214	COMM	22536LTU4	CICNY DISC NOTE	Purchase	06/25/2021	Credit Indust et Com	49,999,666.67			**-49,999,666.67**
41215	COMM	5148X0TU9	LANDES DISC NOTE	Purchase	06/25/2021	LANDES	124,999,062.50			**-124,999,062.50**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Redemption	06/25/2021	FNMA Multi-Family		0.01		**0.01**
40987	COMM	06054NTR2	BA DISC NOTE MAT	Redemption	06/25/2021	BANK OF AMERICA		50,000,000.00		**50,000,000.00**
41072	COMM	91058TTR7	UNH DISC NOTE	Redemption	06/25/2021	UnitedHealth Group		25,000,000.00		**25,000,000.00**
41208	COMM	22536LTR1	CICNY DISC NOTE	Redemption	06/25/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41210	COMM	16536HTR2	CHES DISC NOTE	Redemption	06/25/2021	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41211	COMM	5148X0TR6	LANDES DISC NOTE	Redemption	06/25/2021	LANDES		125,000,000.00		**125,000,000.00**
40614	COMM	31422BR36	FAMCA FRN MAT	Interest	06/25/2021	FARMER MAC			19,104.17	**19,104.17**
38387	COMM	3137AYCE9		Interest	06/25/2021	FHLMC Multi-Family			44,700.00	**44,700.00**
38387	COMM	3137AYCE9		Redemption	06/25/2021	FHLMC Multi-Family		1,196,726.72		**1,196,726.72**
38391	COMM	3137AYCE9		Interest	06/25/2021	FHLMC Multi-Family			16,762.50	**16,762.50**
38391	COMM	3137AYCE9		Redemption	06/25/2021	FHLMC Multi-Family		448,547.10		**448,547.10**

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38465	COMM	3137AWQH1	FHLMCM 2.307%	Interest	06/25/2021	FHLMC Multi-Family			10,727.55	**10,727.55**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Redemption	06/25/2021	FHLMC Multi-Family		362,744.08		**362,744.08**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Interest	06/25/2021	FHLMC Multi-Family			55,333.34	**55,333.34**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Redemption	06/25/2021	FHLMC Multi-Family		998,223.09		**998,223.09**
38664	COMM	3136B1XP4	FNMAM 3.56% MAT	Interest	06/25/2021	FNMA Multi-Family			806.97	**806.97**
38664	COMM	3136B1XP4	FNMAM 3.56% MAT	Redemption	06/25/2021	FNMA Multi-Family		185,324.27		**185,324.27**
38665	COMM	3136B1XP4	FNMAM 3.56% MAT	Interest	06/25/2021	FNMA Multi-Family			806.97	**806.97**
38665	COMM	3136B1XP4	FNMAM 3.56% MAT	Redemption	06/25/2021	FNMA Multi-Family		185,324.27		**185,324.27**
38666	COMM	3137AYCE9		Interest	06/25/2021	FHLMC Multi-Family			26,250.08	**26,250.08**
38666	COMM	3137AYCE9		Redemption	06/25/2021	FHLMC Multi-Family		689,677.17		**689,677.17**
38744	COMM	3137AYCE9		Interest	06/25/2021	FHLMC Multi-Family			44,700.00	**44,700.00**
38744	COMM	3137AYCE9		Redemption	06/25/2021	FHLMC Multi-Family		1,174,835.79		**1,174,835.79**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	06/25/2021	FHLMC Multi-Family			12,176.25	**12,176.25**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	06/25/2021	FHLMC Multi-Family		194,463.16		**194,463.16**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	06/25/2021	FHLMC Multi-Family			29,425.00	**29,425.00**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	06/25/2021	FHLMC Multi-Family		411,513.17		**411,513.17**
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	06/25/2021	FHLMC Multi-Family			28,723.99	**28,723.99**
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	06/25/2021	FHLMC Multi-Family		480,642.03		**480,642.03**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	06/25/2021	FHLMC Multi-Family			28,816.67	**28,816.67**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	06/25/2021	FHLMC Multi-Family		396,730.07		**396,730.07**
39150	COMM	31381TYT1	FNMAM 2.75% MAT	Interest	06/25/2021	FNMA Multi-Family			67,030.29	**67,030.29**
39150	COMM	31381TYT1	FNMAM 2.75% MAT	Redemption	06/25/2021	FNMA Multi-Family		66,295.20		**66,295.20**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Interest	06/25/2021	FNMA Multi-Family			45,637.14	**45,637.14**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Redemption	06/25/2021	FNMA Multi-Family		13,801,554.63		**13,801,554.63**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Interest	06/25/2021	FNMA Multi-Family				**0.00**
39158	COMM	31381RZ23	FNMAM 3.84% MAT	Redemption	06/25/2021	FNMA Multi-Family				**0.00**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Interest	06/25/2021	FHLMC Multi-Family			58,837.51	**58,837.51**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Redemption	06/25/2021	FHLMC Multi-Family		1,377,712.20		**1,377,712.20**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	06/25/2021	FNMA Multi-Family			53,173.61	**53,173.61**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	06/25/2021	FNMA Multi-Family		867,520.65		**867,520.65**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Interest	06/25/2021	FNMA Multi-Family			20,445.03	**20,445.03**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Redemption	06/25/2021	FNMA Multi-Family		22,035.22		**22,035.22**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	06/25/2021	FNMA Multi-Family			30,853.26	**30,853.26**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	06/25/2021	FNMA Multi-Family		31,966.36		**31,966.36**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Interest	06/25/2021	FNMA Multi-Family			9,256.94	**9,256.94**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	06/25/2021	FNMA Multi-Family		176,071.75		**176,071.75**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Interest	06/25/2021	FNMA Multi-Family			13,026.76	**13,026.76**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Redemption	06/25/2021	FNMA Multi-Family		13,558.73		**13,558.73**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	06/25/2021	FHLMC Multi-Family			35,550.50	**35,550.50**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	06/25/2021	FHLMC Multi-Family		260,476.80		**260,476.80**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Interest	06/25/2021	FNMA Multi-Family			11,151.39	**11,151.39**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Redemption	06/25/2021	FNMA Multi-Family		337,305.52		**337,305.52**
39735	COMM	31381VBJ3	FNMAM 2.83% MAT	Interest	06/25/2021	FNMA Multi-Family			11,771.49	**11,771.49**
39735	COMM	31381VBJ3	FNMAM 2.83% MAT	Redemption	06/25/2021	FNMA Multi-Family		12,458.16		**12,458.16**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Interest	06/25/2021	FNMA Multi-Family			15,549.64	**15,549.64**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	06/25/2021	FNMA Multi-Family		21,626.18		**21,626.18**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Interest	06/25/2021	BMW VEHICLE			22,734.65	**22,734.65**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Redemption	06/25/2021	BMW VEHICLE		1,148,387.53		**1,148,387.53**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Interest	06/25/2021	FNMA Multi-Family			12,671.60	**12,671.60**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Redemption	06/25/2021	FNMA Multi-Family		15,043.82		**15,043.82**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Interest	06/25/2021	FNMA Multi-Family			13,201.78	**13,201.78**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	06/25/2021	FNMA Multi-Family		13,735.43		**13,735.43**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Interest	06/25/2021	FHLMC Multi-Family			50,429.07	**50,429.07**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Redemption	06/25/2021	FHLMC Multi-Family		1,069,219.15		**1,069,219.15**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	06/25/2021	FHLMC Multi-Family			24,807.08	**24,807.08**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	06/25/2021	FHLMC Multi-Family		296,110.07		**296,110.07**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	06/25/2021	FNMA Multi-Family			36,595.54	**36,595.54**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	06/25/2021	FNMA Multi-Family		12,346.44		**12,346.44**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Interest	06/25/2021	FNMA Multi-Family			1,599.82	**1,599.82**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	06/25/2021	FNMA Multi-Family		2,225.00		**2,225.00**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	06/25/2021	FHLMC Multi-Family			31,751.48	**31,751.48**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	06/25/2021	FHLMC Multi-Family		107,318.40		**107,318.40**
40527	COMM	3132XHM68	FHLMCM 1.1% MAT	Interest	06/25/2021	FHLMC Multi-Family			18,604.02	**18,604.02**
40527	COMM	3132XHM68	FHLMCM 1.1% MAT	Redemption	06/25/2021	FHLMC Multi-Family		32,075.80		**32,075.80**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	06/25/2021	BMW VEHICLE			3,400.00	**3,400.00**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	06/25/2021	BMW VEHICLE		221,008.29		**221,008.29**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	06/25/2021	FHLMC Multi-Family			10,667.85	**10,667.85**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	06/25/2021	FHLMC Multi-Family		84,303.03		**84,303.03**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	06/25/2021	FHLMC Multi-Family			1,707.96	**1,707.96**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	06/25/2021	FHLMC Multi-Family		10,217.72		**10,217.72**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	06/25/2021	FNMA Multi-Family			49,773.13	**49,773.13**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	06/25/2021	FNMA Multi-Family		37,575.85		**37,575.85**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	06/25/2021	FHLMC Multi-Family			31,854.51	**31,854.51**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	06/25/2021	FHLMC Multi-Family		21,849.20		**21,849.20**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/25/2021	FHLMC Multi-Family			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/25/2021	FHLMC Multi-Family		162,647.96		**162,647.96**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	06/25/2021	FNMA Multi-Family			55,297.62	**55,297.62**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	06/25/2021	FNMA Multi-Family		12,955.00		**12,955.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	06/25/2021	FHLMC Multi-Family			3,963.00	**3,963.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	06/25/2021	FHLMC Multi-Family		9,689.38		**9,689.38**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	06/25/2021	FHLMC Multi-Family			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	06/25/2021	FHLMC Multi-Family		885,841.07		**885,841.07**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	06/25/2021	FNMA Multi-Family			20,494.44	**20,494.44**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	06/25/2021	FNMA Multi-Family		219,478.43		**219,478.43**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	06/25/2021	FHLMC Multi-Family			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	06/25/2021	FHLMC Multi-Family		934,452.84		**934,452.84**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	06/25/2021	FHLMC Multi-Family			2,125.59	**2,125.59**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	06/25/2021	FHLMC Multi-Family		6,340.53		**6,340.53**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	06/25/2021	BMW VEHICLE			2,924.17	**2,924.17**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	06/25/2021	BMW VEHICLE		382,576.19		**382,576.19**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	06/25/2021	FHLMC Multi-Family			31,887.55	**31,887.55**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	06/25/2021	FHLMC Multi-Family		15,781.70		**15,781.70**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/25/2021	FHLMC Multi-Family			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/25/2021	FHLMC Multi-Family		121,593.27		**121,593.27**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/25/2021	FHLMC Multi-Family			-4,500.00	**-4,500.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/25/2021	FHLMC Multi-Family				**0.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	06/25/2021	FHLMC Multi-Family			5,022.50	**5,022.50**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	06/25/2021	FHLMC Multi-Family		775.25		**775.25**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	06/25/2021	FHLMC Multi-Family			-2,009.00	**-2,009.00**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	06/25/2021	FHLMC Multi-Family				**0.00**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	06/25/2021	FHLMC Multi-Family			-8,982.01	**-8,982.01**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	06/25/2021	FHLMC Multi-Family				**0.00**
		Totals for 06/25/2021					**299,965,791.67**	**354,536,879.68**	**1,237,239.40**	**55,808,327.41**
41216	COMM	5148X0TV7	LANDES DISC NOTE	Purchase	06/28/2021	LANDES	124,999,687.50			**-124,999,687.50**
41217	COMM	63873JTV2	NATXNY DISC NOTE	Purchase	06/28/2021	Natixis NY Branch	74,999,854.17			**-74,999,854.17**
41213	COMM	16536HTU5	CHES DISC NOTE	Redemption	06/28/2021	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41214	COMM	22536LTU4	CICNY DISC NOTE	Redemption	06/28/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41215	COMM	5148X0TU9	LANDES DISC NOTE	Redemption	06/28/2021	LANDES		125,000,000.00		**125,000,000.00**
39639	COMM	3133EKSN7	FFCB 1.77% MAT	Interest	06/28/2021	FFCB NOTES			88,500.00	**88,500.00**
39996	COMM	931142EK5	WALMART INC, SR	Interest	06/28/2021	WALMART			170,000.00	**170,000.00**
		Totals for 06/28/2021					**199,999,541.67**	**250,000,000.00**	**258,500.00**	**50,258,958.33**
41218	COMM	22536LTW0	CICNY DISC NOTE	Purchase	06/29/2021	Credit Indust et Com	49,999,888.89			**-49,999,888.89**
41219	COMM	5148X0TW5	LANDES DISC NOTE	Purchase	06/29/2021	LANDES	124,999,687.50			**-124,999,687.50**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Purchase	06/29/2021	MERCEDES-BENZ	14,748,886.38			**-14,748,886.38**
41221	COMM	63873JTW0	NATXNY DISC NOTE	Purchase	06/29/2021	Natixis NY Branch	49,999,902.78			**-49,999,902.78**
41216	COMM	5148X0TV7	LANDES DISC NOTE	Redemption	06/29/2021	LANDES		125,000,000.00		**125,000,000.00**
41217	COMM	63873JTV2	NATXNY DISC NOTE	Redemption	06/29/2021	Natixis NY Branch		75,000,000.00		**75,000,000.00**
40684	COMM	45906M2B6	International Bank for	Interest	06/29/2021	INTL BANK RECON &			25,500.00	**25,500.00**
		Totals for 06/29/2021					**239,748,365.55**	**200,000,000.00**	**25,500.00**	**-39,722,865.55**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41222	COMM	3137H14A1	FHLMCM 0.854%	Purchase	06/30/2021	FHLMC Multi-Family	19,363,021.48			**-19,363,021.48**
40519	COMM	3134GVT73	FEDERAL HOME LN	Redemption	06/30/2021	FHLMC NOTES		15,000,000.00		**15,000,000.00**
40520	COMM	3136G4WH2	FEDERAL NATL MTG	Redemption	06/30/2021	FNMA NOTES		20,000,000.00		**20,000,000.00**
40521	COMM	3136G4XU2	FEDERAL NATL MTG	Redemption	06/30/2021	FNMA NOTES		20,000,000.00		**20,000,000.00**
40524	COMM	3136G4YF4	FEDERAL NATL MTG	Redemption	06/30/2021	FNMA NOTES		10,000,000.00		**10,000,000.00**
41218	COMM	22536LTW0	CICNY DISC NOTE	Redemption	06/30/2021	Credit Indust et Com		50,000,000.00		**50,000,000.00**
41219	COMM	5148X0TW5	LANDES DISC NOTE	Redemption	06/30/2021	LANDES		125,000,000.00		**125,000,000.00**
41221	COMM	63873JTW0	NATXNY DISC NOTE	Redemption	06/30/2021	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40155	COMM	9128286Z8	UNITED STATES	Interest	06/30/2021	U.S. TREASURY			262,500.00	**262,500.00**
40519	COMM	3134GVT73	FEDERAL HOME LN	Interest	06/30/2021	FHLMC NOTES			52,500.00	**52,500.00**
40520	COMM	3136G4WH2	FEDERAL NATL MTG	Interest	06/30/2021	FNMA NOTES			80,000.00	**80,000.00**
40521	COMM	3136G4XU2	FEDERAL NATL MTG	Interest	06/30/2021	FNMA NOTES			70,000.00	**70,000.00**
40522	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	06/30/2021	FNMA NOTES			55,500.00	**55,500.00**
40523	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	06/30/2021	FNMA NOTES			18,500.00	**18,500.00**
40524	COMM	3136G4YF4	FEDERAL NATL MTG	Interest	06/30/2021	FNMA NOTES			35,000.00	**35,000.00**
41016	COMM	912828ZW3	UNITED STATES	Interest	06/30/2021	U.S. TREASURY			31,250.00	**31,250.00**
41016	COMM	912828ZW3	UNITED STATES	Accr Int	06/30/2021	U.S. TREASURY		14,330.11	-14,330.11	**0.00**
41062	COMM	912828ZW3	UNITED STATES	Interest	06/30/2021	U.S. TREASURY			50,000.00	**50,000.00**
41062	COMM	912828ZW3	UNITED STATES	Accr Int	06/30/2021	U.S. TREASURY		28,453.04	-28,453.04	**0.00**
		Totals for 06/30/2021					**19,363,021.48**	**290,042,783.15**	**612,466.85**	**271,292,228.52**
38324	COMM	45818WBU9	IADB 1.64203% MAT	Interest	07/16/2021	IADB			149,750.00	**149,750.00**
		Totals for 07/16/2021							**149,750.00**	**149,750.00**
		Grand Total					**12,319,868,135.**	**11,980,251,143.**	**19,948,295.43**	**-319,668,696.80**

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

10.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 30, 2021

Subject: **Resolution No. 09-21/22**
GANN Limit Calculations

Staff Analysis: In November of 1979, California voters approved Proposition 4, an initiative that added Article XIII B to the California Constitution. This constitutional amendment, known as the Gann Initiative, placed limits on the growth of expenditures for publicly funded programs. Division 9 of Title 1, beginning with Section 7900 of the Government Code, was then added to law to specify the process for calculating state and local government appropriation limits and appropriations subject to limitation under Article XII B of the Constitution. These constitutional and statutory sections explain and define the appropriations limit and appropriations subject to limitation as they apply to state and local government, and require that each entity of government formally "adopt" its appropriations limit for a given fiscal year.

Education Code sections 1629 and 42132 specify that each year district Governing Boards shall adopt a resolution identifying their estimated appropriations limits for the current year and their actual appropriations limit for the preceding year. The documentation supporting the GANN adoption resolution shall be made available to the public.

Recommendation: Staff recommends that the Board accept the GANN Limit Calculations and adopt Resolution #09-21/22 as presented.

Submitted by: Efrain Robles Title: Director, Fiscal Services

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

To the Board of Trustees: Meeting: September 9, 2021
Regular Board Meeting

Recommend Approval

10.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO 09 – 21/22

RESOLUTION FOR ADOPTING THE "GANN" LIMIT
(Normal, no increase to Limit pursuant to G.C. 7902.1 [nothing on line K {COE line P}])

WHEREAS, in November of 1979, the California electorate did adopt Proposition 4, commonly called the Gann Amendment, which added Article XIII-B to the California Constitution; and,

WHEREAS, the provisions of that Article establish maximum appropriation limitations, commonly called "Gann Limits," for public agencies, including school districts; and,

WHEREAS, the District must establish a revised Gann limit for the 2020-2021 fiscal year and a projected Gann Limit for the 2021-2022 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2020-2021 and 2021-2022 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2020-2021 and 2021-2022 fiscal years do not exceed the limitations imposed by Proposition 4;

AND BE IT FURTHER RESOLVED that the Superintendent provides copies of this resolution along with the appropriate attachments to interested citizens of this district.

PASSED AND ADOPTED this 9th day of September, 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 9, 2021.

_____ _____
Hilaria Bauer, Ph.D., Superintendent Date

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
A. PRIOR YEAR DATA (2019-20 Actual Appropriations Limit and Gann ADA are from district's prior year Gann data reported to the CDE)		**2019-20 Actual**			**2020-21 Actual**	
1. FINAL PRIOR YEAR APPROPRIATIONS LIMIT (Preload/Line D11, PY column)	62,885,686.92		62,885,686.92			65,205,230.51
2. PRIOR YEAR GANN ADA (Preload/Line B3, PY column)	8,851.22		8,851.22			8,847.34
ADJUSTMENTS TO PRIOR YEAR LIMIT		**Adjustments to 2019-20**			**Adjustments to 2020-21**	
3. District Lapses, Reorganizations and Other Transfers						
4. Temporary Voter Approved Increases						
5. Less: Lapses of Voter Approved Increases						
6. TOTAL ADJUSTMENTS TO PRIOR YEAR LIMIT (Lines A3 plus A4 minus A5)			0.00			0.00
7. ADJUSTMENTS TO PRIOR YEAR ADA (Only for district lapses, reorganizations and other transfers, and only if adjustments to the appropriations limit are entered in Line A3 above)						
B. CURRENT YEAR GANN ADA (2020-21 data should tie to Principal Apportionment Software Attendance reports and include ADA for charter schools reporting with the district)		**2020-21 P2 Report**			**2021-22 P2 Estimate**	
1. Total K-12 ADA (Form A, Line A6)	8,449.06		8,449.06	7,933.37		7,933.37
2. Total Charter Schools ADA (Form A, Line C9)	398.28		398.28	411.62		411.62
3. TOTAL CURRENT YEAR P2 ADA (Line B1 plus B2)			8,847.34			8,344.99
C. CURRENT YEAR LOCAL PROCEEDS OF TAXES/STATE AID RECEIVED		**2020-21 Actual**			**2021-22 Budget**	
TAXES AND SUBVENTIONS (Funds 01, 09, and 62)						
1. Homeowners' Exemption (Object 8021)	101,290.04		101,290.04	101,000.00		101,000.00
2. Timber Yield Tax (Object 8022)	0.00		0.00	0.00		0.00
3. Other Subventions/In-Lieu Taxes (Object 8029)	0.00		0.00	0.00		0.00
4. Secured Roll Taxes (Object 8041)	28,710,995.34		28,710,995.34	28,611,556.00		28,611,556.00
5. Unsecured Roll Taxes (Object 8042)	1,791,428.03		1,791,428.03	1,792,000.00		1,792,000.00
6. Prior Years' Taxes (Object 8043)	0.00		0.00	0.00		0.00
7. Supplemental Taxes (Object 8044)	5,598,560.01		5,598,560.01	5,395,000.00		5,395,000.00
8. Ed. Rev. Augmentation Fund (ERAF) (Object 8045)	(6,194,873.92)		(6,194,873.92)	(6,371,000.00)		(6,371,000.00)
9. Penalties and Int. from Delinquent Taxes (Object 8048)	0.00		0.00	0.00		0.00
10. Other In-Lieu Taxes (Object 8082)	0.00		0.00	0.00		0.00
11. Comm. Redevelopment Funds (objects 8047 & 8625)	0.00		0.00	0.00		0.00
12. Parcel Taxes (Object 8621)	4,358,625.71		4,358,625.71	4,438,983.00		4,438,983.00
13. Other Non-Ad Valorem Taxes (Object 8622) (Taxes only)	0.00		0.00	0.00		0.00
14. Penalties and Int. from Delinquent Non-LCFF Taxes (Object 8629) (Only those for the above taxes)	0.00		0.00	0.00		0.00
15. Transfers to Charter Schools in Lieu of Property Taxes (Object 8096)						
16. TOTAL TAXES AND SUBVENTIONS (Lines C1 through C15)	34,366,025.21	0.00	34,366,025.21	33,967,539.00	0.00	33,967,539.00
OTHER LOCAL REVENUES (Funds 01, 09, and 62)						
17. To General Fund from Bond Interest and Redemption Fund (Excess debt service taxes) (Object 8914)	0.00		0.00	0.00		0.00
18. TOTAL LOCAL PROCEEDS OF TAXES (Lines C16 plus C17)	34,366,025.21	0.00	34,366,025.21	33,967,539.00	0.00	33,967,539.00

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
EXCLUDED APPROPRIATIONS						
19. Medicare (Enter federally mandated amounts only from objs. 3301 & 3302; do not include negotiated amounts)			2,424,101.74			2,413,490.24
OTHER EXCLUSIONS						
20. Americans with Disabilities Act						
21. Unreimbursed Court Mandated Desegregation Costs						
22. Other Unfunded Court-ordered or Federal Mandates						
23. TOTAL EXCLUSIONS (Lines C19 through C22)			2,424,101.74			2,413,490.24
STATE AID RECEIVED (Funds 01, 09, and 62)						
24. LCFF - CY (objects 8011 and 8012)	76,086,619.95		76,086,619.95	80,143,344.00		80,143,344.00
25. LCFF/Revenue Limit State Aid - Prior Years (Object 8019)	(23,058.50)		(23,058.50)	0.00		0.00
26. TOTAL STATE AID RECEIVED (Lines C24 plus C25)	76,063,561.45	0.00	76,063,561.45	80,143,344.00	0.00	80,143,344.00
DATA FOR INTEREST CALCULATION						
27. Total Revenues (Funds 01, 09 & 62; objects 8000-8799)	149,662,384.16		149,662,384.16	138,366,365.00		138,366,365.00
28. Total Interest and Return on Investments (Funds 01, 09, and 62; objects 8660 and 8662)	351,347.52		351,347.52	120,000.00		120,000.00
D. APPROPRIATIONS LIMIT CALCULATIONS	**2020-21 Actual**			**2021-22 Budget**		
PRELIMINARY APPROPRIATIONS LIMIT						
1. Revised Prior Year Program Limit (Lines A1 plus A6)			62,885,686.92			65,205,230.51
2. Inflation Adjustment			1.0373			1.0573
3. Program Population Adjustment (Lines B3 divided by [A2 plus A7]) (Round to four decimal places)			0.9996			0.9432
4. PRELIMINARY APPROPRIATIONS LIMIT (Lines D1 times D2 times D3)			65,205,230.51			65,025,613.57
APPROPRIATIONS SUBJECT TO THE LIMIT						
5. Local Revenues Excluding Interest (Line C18)			34,366,025.21			33,967,539.00
6. Preliminary State Aid Calculation						
a. Minimum State Aid in Local Limit (Greater of $120 times Line B3 or $2,400; but not greater than Line C26 or less than zero)			1,061,680.80			1,001,398.80
b. Maximum State Aid in Local Limit (Lesser of Line C26 or Lines D4 minus D5 plus C23; but not less than zero)			33,263,307.04			33,471,564.81
c. Preliminary State Aid in Local Limit (Greater of Lines D6a or D6b)			33,263,307.04			33,471,564.81
7. Local Revenues in Proceeds of Taxes						
a. Interest Counting in Local Limit (Line C28 divided by [Lines C27 minus C28] times [Lines D5 plus D6c])			159,140.27			58,538.19
b. Total Local Proceeds of Taxes (Lines D5 plus D7a)			34,525,165.48			34,026,077.19
8. State Aid in Proceeds of Taxes (Greater of Line D6a, or Lines D4 minus D7b plus C23; but not greater than Line C26 or less than zero)			33,104,166.77			33,413,026.62
9. Total Appropriations Subject to the Limit						
a. Local Revenues (Line D7b)			34,525,165.48			
b. State Subventions (Line D8)			33,104,166.77			
c. Less: Excluded Appropriations (Line C23)			2,424,101.74			
d. TOTAL APPROPRIATIONS SUBJECT TO THE LIMIT (Lines D9a plus D9b minus D9c)			65,205,230.51			

	2020-21 Calculations			2021-22 Calculations		
	Extracted Data	Adjustments*	Entered Data/ Totals	Extracted Data	Adjustments*	Entered Data/ Totals
10. Adjustments to the Limit Per Government Code Section 7902.1 (Line D9d minus D4; if negative, then zero)			0.00			
If not zero report amount to: Keely Bosler, Director, State Department of Finance, Attention: School Gann Limits, State Capitol, Room 1145, Sacramento, CA 95814						
SUMMARY	**2020-21 Actual**			**2021-22 Budget**		
11. Adjusted Appropriations Limit (Lines D4 plus D10)			65,205,230.51			65,025,613.57
12. Appropriations Subject to the Limit (Line D9d)			65,205,230.51			

* Please provide below an explanation for each entry in the adjustments column.

Efrain Robles
Gann Contact Person

(408)928-6839
Contact Phone Number

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/September 9, 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**

Meeting: September 9, 2021 Regular Board Meeting

10.07
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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
September 9, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Arellano, Monica	SDC/Meyer Elementary	08/13/2021
2.	Baltazar, Nanette	Speech Therapist/Special Education Dept.	08/13/2021
3.	Cahue, Cristian	P.E./Renaissance Academy II	08/13/2021
4.	Chou, Irene	Speech Therapist/Special Education Dept.	08/13/2021
5.	Cicala, Suzanne	4/Independent Study	08/18/2021
6.	Contreras Serna, Jose	5/Adelante Academy I	08/13/2021
7.	Drake, Kayla	4/Chavez Elementary	08/13/2021
8.	Garcia, Gerika	2/Hubbard Elementary	08/13/2021
9.	Gomez-Martinez, Teofilo	Science/Renaissance Academy I	08/13/2021
10.	Gonzalez, Devon	PreK SDC/Special Education Dept.	08/13/2021
11.	Gutierrez, Lucas Francisco	Counselor K-5/Academic Services Dept.	08/13/2021
12.	Hernandez-Rivera, Nerelyn	2/Adelante Academy I	08/13/2021
13.	Hill, Claire	RSP/Renaissance Academy II	08/13/2021
14.	Hodges, Dean	SDC/Dorsa Elementary	08/16/2021
15.	Katz, Jeffrey	RSP/Renaissance Academy I	08/13/2021
16.	Krepelka, Laura	2/Lyndale Elementary	08/13/2021
17.	Lefcowitz, Nathan	RSP/Renaissance Academy I	08/13/2021
18.	Lozano, Nancy	Psychologist/Special Education Dept.	08/13/2021
19.	Maloney, Rebecca	5/Dorsa Elementary	08/13/2021
20.	Nguyen, Steven	Psychologist/Special Education Dept.	08/13/2021
21.	Nurnberg, Dieterich	Behavior Specialist/Special Education Dept.	08/13/2021
22.	Orejel, Josefina	4/Adelante Academy II	08/13/2021
23.	Pangilinan, Oscar	Music/V.A.P.A. Program	08/13/2021
24.	Pham, Hong-Nhung	Speech Therapist/Special Education Dept.	08/13/2021
25.	Ravishanker, Uma	2/Russo/McEntee Academy	08/13/2021
26.	Rocha, Kimberly	Counselor K-5/Academic Services Dept.	08/13/2021
27.	Rojas, Raul Lopez	RSP/Adelante Academy II	08/13/2021
28.	Sanchez, John	Prep P.E./V.A.P.A. Programs	08/13/2021
29.	Scott, Samantha	K/Cureton Elementary	08/13/2021
30.	Sepulveda-Navarro, Jessica	Counselor K-5/Academic Services Dept.	08/13/2021
31.	Singh, Satvinder	RSP/Special Education Dept.	08/13/2021
32.	Walker, Kristin	Counselor K-5/Academic Services Dept.	08/13/2021

CERTIFICATED CHANGES OF STATUS:

II. Initial Variable Term Credential Waiver Request:

1.	Mehech, Paulo	CBEST Exam and Science Authorization
2.	Torres, Alejandra	Multiple Subject/BCLAD Authorization

CLASSIFIED PERSONNEL – September 9, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Arzate, Selena	Paraeducator Special Education I/Cureton	08/16/2021
2.	Fuentes-Castellano, Melissa	Paraeducator 9.5mo/Cureton	08/16/2021
3.	Gonzalez, Ana	School Link Services Supervisor/Student Services	08/03/2021
4.	Guardado, Iris	Paraeducator 9.5mo/Chavez	08/16/2021
5.	Guzman, Khloe Jade	School Office Assistant/George	08/06/2021
6.	Muthukumar, Subashini	Paraeducator Special Education I/McCollam	08/16/2021
7.	Pulido, Dana	School Link Services Supervisor/Student Services	08/03/2021
8.	Rivas Jr., Fernando	School Link Services Supervisor/Student Services	08/13/2021
9.	Serna, Paloma Dayhana	School Link Services Supervisor/Student Services	08/18/2021

II. Re-Hire from Personal Leave of Absence:

1.	Ayon-Zarate, Ramona	Campus Paraeducator/Renaissance I	08/17/2021
2.	Marquez, Rosalinda	Campus Paraeducator/Dorsa	08/16/2021

III. Change of Status:

1.	Aguilera, Angelica	School Office Assistant/San Antonio & Ryan	08/17/2021
2.	Beltran, Ana Maria	Paraeducator Special Education II/Renaissance II	08/16/2021
3.	Chandler, April	Paraeducator Special Education II/McCollam	08/16/2021
4.	Garcia, Maria Jesus	Paraeducator 9.5mo & Campus Paraeducator/ AdelanteII	08/16/2021
5.	Mejia, Nora	Paraeducator 9.5mo & Campus Paraeducator	08/16/2021
6.	Solis, Rubi	Community Liaison & Paraeducator/L.U.C.H.A	08/16/2021

IV. Retirement:

1.	Parrales, Sonia	Child Nutrition Assistasnt II/McCollam	09/11/2021

10.08

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 Memorandum(s) of Understanding as summarized on the sheets dated September 9, 2021.

Recommendation:
Staff recommends acceptance of this memorandum of understanding.

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: September 9, 2021

Recommend Approval

Regular Board Meeting

10.08

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 9, 2021 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Purchasing Maria Martinez	09/10/21- 06/20/22	Santa Clara County Office of Education – Walden West	$280.00 - $370.00	Master Contract – Outdoor Science Camp, Saratoga location. Available for any ARUSD school site wishing to participate in the outdoor science program. Agreement may include Virtual Science Camp when and if available. Funding: Various

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Contracted Services Request

To: **Division of Business Services** Contract No.: _____ Vendor No.: 14566

Purchasing Dept. (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☑ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval, and a Board Policy Memo for Contracts $100,000 and over.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absence of negotiated agreement.*

Name of Individual/Company: Santa Clara County Office of Education – Walden West

Address: 1290 Ridder Park Drive City: San Jose State: CA Zip: 95131

Phone: (408) 453-6500 Email: JBaclace@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 09/10/2021 end date 06/20/22

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

Master Contract – Outdoor Science Camp, Saratoga location.

Available for any ARUSD school site wishing to participate in the outdoor science program. Agreement may include Virtual Science Camp when and if available.

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:** $280.00 – $370.00 per student, teacher, or aid dependent on the number of days students will attend camp.

Describe other related costs: Cost for virtual camp: $800 for 4-day week, $1000 per week for up to 36 students per class.

BUDGET CODE: 010-0000-0-5815-00-0000-7200-000000-431-~~7270~~ 7221 8/27/21
Accountant Initials

MASTER CONTRACT _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/27/21

Director of Fiscal Services: _____ Date: 8/27/21

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

Superintendent: _____ Date: _____

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

Santa Clara County Office of Education

Walden West Outdoor Science School
School District Agreement
2021-2022

The Santa Clara County Office of Education, a public educational agency, located at 1290 Ridder Park Drive, San Jose, California 95131, hereinafter referred to as "SCCOE", and Alum Rock Union School District hereinafter referred to as "District" located at 2930 Gay Ave., San Jose, CA 95127, mutually agree as follows:

1. BASIS OF CONTRACT

   Pursuant to the provisions of Education Code Section 8763, SCCOE may enter into Contracts with governing boards of school districts or private schools in order to provide programs and classes in outdoor science education and conservation education for students of the District or private school.

2. TERM OF CONTRACT

   This Contract is effective September 1, 2021 and shall remain in effect through June 30, 2022.

3. PAYMENT

   3.1 Unless otherwise agreed in writing, District shall pay SCCOE after completion of a school's week at the Walden West and upon receipt of invoice(s) as specified below. It is understood and agreed that payment to SCCOE for participation at Walden West shall be made for each participant. Payments are due within forty five (45) days of the date of invoice.

   3.2 If District funds are used, District shall submit a Purchase Order for participation at Walden West. Or make checks out to Walden West.

   3.3 The required per-Student, Teacher, or Aide charge is:
   - Two Hundred Eighty ($280.00) for three (3) days
   - Three Hundred Fifty ($350) for four (4) days
   - Three Hundred Seventy ($370) for five (5) days

   3.4 Charges for District visitors to Walden West are as follows. Payment for District visitors will be included on the invoice from SCCOE to the District. The Director of Environmental Education at Walden West must pre-approve all visitors to the program three (3) weeks prior to visit. Please see section 7 for visitor clearance.

   - Meals: $8.00/each
   - Lodging: $47.00/per day

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

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3.5 The costs as specified in this Section are one (1) week costs. A week is defined as the period beginning with dinner following the participants arrival on Day 1 and ending with breakfast on the last day of the program.

3.6 VIRTUAL SCIENCE CAMP CHARGE IF THIS OPTION WERE TO BE OFFERED THIS YEAR

The required per-Class charge is:

- One Thousand ($1,00.00) per week for up to 36 students per class. ($800 for 4-day week.)
- $30 for each extra student over 36 students, with a maximum of 39 students per class.

4. CANCELLATION/NO SHOWS/REFUNDS

4.1 In the event the District must cancel participation in the Walden West program, the District must provide SCCOE with sixty (60) days advance notification in writing to the Director of Environmental Education at Walden West. If such proper written notification is not provided, SCCOE may charge the District up to Eighty Percent (80%) of the original to provide for irrecoverable costs.

4.2 In the event that 10% to 20% of the number of students will not participate in the Program, the District shall give the Director of Environment Education at Walden West at least thirty (30) days prior written notice. Otherwise, the District shall be liable and will be billed for those program costs for each non-attending student if not notified as indicated above. If more than 20% of the students are absent, the School shall be liable and be billed for the program costs.

4.3 No refunds will be given after a student's arrival at Walden West in cases of homesickness, dismissal for discipline or voluntary withdrawal.

4.4 Students who leave camp for medical reasons for two (2) days or more will receive a pro-rated refund.

5. RESPONSIBILITIES OF SCCOE

In order to provide such educational programs, SCCOE shall perform the following:

5.1 Provide a food service program for students, teachers, and other participants in the Walden West program. Meals and food services on days specified as follows:
Day 1: Dinner meal
Day 2: Breakfast, lunch, snack, and dinner meal
Day 3: Breakfast, lunch, snack, and dinner meal
Day 4: Breakfast, lunch, snack, and dinner meal*
Day 5: Breakfast*
*Participants of a 3- or 4-day program receive only breakfast on the last day.

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5.2 All electricity, lights, heat, and water.

5.3 Facilities that are in good repair and in safe and habitable condition.

5.4 Personnel and resources necessary to implement the Program.

5.5 Communicate with participating Schools regularly regarding the operation and curriculum of Walden West.

5.6 Develop the official calendar each school year which establishes the period of service and the number of students for each School which will participate in the Walden West program.

5.7 Provide curriculum materials for all participants of the Walden West program and tools for teachers/coordinators to prepare for camp.

5.8 Provide first aid facilities and supplies for minor injuries or illnesses.

6. RESPONSIBILITIES OF THE DISTRICT

The District, as a participant in the outdoor science and conservation education program, shall perform the following:

6.1 The District shall recruit and provide for the attendance of students in the Walden West program.

6.2 The District agrees to participate with a minimum number of students as set forth in Exhibit 1 and further agrees to pay the amount as listed in Section 3. The District will provide SCCOE the correct account structure to be invoiced accordingly.

6.3 The District shall provide at least one (1) classroom teacher for each class of thirty-six (36) or fewer students scheduled to participate in the Walden West program. The teacher is the authorized representative of the District at Walden West.

6.4 The District is responsible for the health and safety of District students during the entire period that the students are participating in the program, including the time the students are in transit to or from Walden West.

6.5 The District is responsible for managing the health care needs of students with diabetes, seizures, and other health-related concerns. This includes providing a parent or nurse during the periods of need while attending Walden West.

6.6 The District shall provide at least one (1) cabin leader for every twenty (20) students who will fully participate in the week-long program and supervise students in the cabins during residence at Walden West. All 18 and older cabin leaders and chaperones must comply with item 7. If not enough cabin leaders are provided, the cost of substituting paid Walden West staff for cabin leaders will be passed on to the District.

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6.7 The District shall fill out and return the Walden West Confirmation Form confirming the number of students, teachers, chaperones, and cabin leaders who will participate at least four (4) weeks prior to the event.

6.8 The District will assign students to cabins for residence based on a cabin plan sent by Walden West.

6.9 The District shall provide Walden West with the following lists two (2) weeks prior to arrival: dietary restrictions list, special needs/health concerns list and night concerns list, all of which are on the School Information Google Sheet.

6.10 The District shall provide Walden West with the School Information Google Sheet and cabin lists no later than the Wednesday prior to arrival.

6.11 The District will provide an UltraCamp registration link to families so that they can register their students for science camp and complete any optional dietary and health-related documents in the UltraCamp Document Center no later than the Wednesday prior to arrival.

6.12 The District shall provide Walden West with an accurate list of program participants names upon arrival. The list shall indicate the name(s) for the teachers(s) who will supervise the students while at Walden West, and any adult chaperones and cabin leaders. Chaperones/cabin leaders over the age of 18 must comply with item 7.

6.13 The District shall provide transportation to and from Walden West for all students, teachers, and other personnel from the District participating in the Walden West program. Transportation shall be scheduled to ensure the arrival of the participants between 9:30-10:00 a.m. on the first day and departure by 11:30 a.m. on the departure date as specified.

6.14 The District shall observe the regulations and responsibilities as set forth in Attachments "A" and "B".

6.15 The District shall have on file a signed field trip authorization from the parent or guardian of each student participating in the Walden West program. SCCOE reserves the right to request copies of the field trip forms.

7. EMPLOYEE/VOLUNTEER/CHAPERONES/VISITORS FINGERPRINTING AND TB CLEARANCE

During the entire term of the Contract, the District, its employees and all subcontractors, (nurses, health aides), interns, parent/guardian chaperones, and volunteers over the age of 18, shall fully comply with the provisions of the Education Code Section 45125 and Education Code section 49406 regarding DOJ, FBI fingerprinting background checks and tuberculosis. District and/or its subcontractors (nurses, health aides, one-on-one aides), interns, parent/guardian chaperones, and volunteers must print with their school's district office or at the SCCOE. SCCOE may provide the Livescan fingerprinting background service

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for the District for a fee of $74; schools will be billed for any adult that prints regardless of their participation or clearance status. Fingerprint clearance dates and proof that adults are negative for TB are required prior to their arrival on campus.

8. VISITORS

Any additional school staff, contractors, aides, nurses, parents or adults (other than scheduled classroom teachers) who plan to be on the Walden West campus must be approved in advance by the school principal and the Director of Environment Education at Walden West.

9. INDEMNIFICATION

The District agrees to defend, indemnify, save, and hold harmless SCCOE from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of SCCOE. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage. SCCOE agrees to defend, indemnify, save, and hold harmless the District from and against any and all demands, debts, liens, claims, losses, damages, liability, costs, expenses (including, but not by way of limitation, attorneys' fees and costs actually incurred, whether or not litigation has commenced), judgments or obligations, actions, or causes of action whatsoever, for or in connection with injury, damage, or loss (including, but not limited to death) to any person or property unless such injury, damage or loss results from or is connected with the sole negligence or error or omission of the District. The provisions of this clause shall not be limited to the availability or collectability of insurance coverage.

10. INSURANCE

The District shall maintain such general liability, property damage, workers' compensation, and auto insurance as is required to protect District and SCCOE as their interests may appear. The SCCOE does not provide Accident/Illness insurance for participants. Each student is responsible for providing their own coverage.

11. VERIFICATION OF INSURANCE COVERAGE

Certificates of Insurance will be made available to the SCCOE upon request.

12. REIMBURSEMENT FOR DAMAGES

The District shall reimburse SCCOE for any damages resulting from the use of Walden West facilities and equipment, normal wear and tear excluded. Reimbursement shall be based upon the actual cost of materials, parts and labor required for repair or replacement. Payment shall be made upon receipt of an itemized invoice.

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13. INDEPENDENT DISTRICT

While performing its obligations under this Contract, District is an Independent District and not an officer, employee or agent of SCCOE. District shall not at any time or in any manner represent that it or any of its officers, employees, or agents are employees of SCCOE. District warrants its compliance with the criteria established by the U.S. Internal Revenue Service (I.R.S.) and the California Employment Development Department (EDD) for qualification as an Independent District including, but not limited to, being hired on a temporary basis, having some discretion is scheduling time to complete contract work, working for more than one employer at a time, and acquiring and maintaining its own office space and equipment.

14. ASSIGNMENT

The District shall not in any manner, directly or indirectly, by operation of law or otherwise, assign, transfer or encumber this Contract or any portion hereof of any interest herein, in whole or in part, without the prior written consent of SCCOE. If prior written consent is not given by SCCOE to assign, transfer, or encumber this Contract, such action shall be deemed automatically void. In addition, District shall not subcontract the work to be performed pursuant to this contract without prior written approval of SCCOE. The names and qualifications of subcontractors or others whom District intends to employ, other than those identified, shall be submitted to SCCOE for prior written approval.

15. INTEGRATION

This Contract, including all attachments and exhibits and other documents incorporated herein or made applicable by reference, contains the complete and final understanding of the parties' rights, duties and obligations with respect to the transaction discussed in the Contract and supersedes all prior Contracts, understandings and commitments, whether oral or written. This Contract shall not be amended in any way except by a writing expressly purporting to be such an amendment, signed and acknowledged by both of the parties hereto.

16. MODIFICATION

The Contract shall not be modified or amended without mutual written consent of the parties. If any actual or physical deletions or changes appear on the face of the Contract, such deletions or changes shall only be effective if the initials of both contracting parties appear beside such deletion or change.

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17. ORDER OF PRECEDENCE

Except as specifically provided elsewhere in this Contract, conflicting, vague and/or ambiguous provisions of this Contract shall prevail in the following order of precedence: (1) the provisions in the body of this Contract, (2) the attachments and exhibits of the Contract, if any; (3) all other documents cited in this Contract or incorporated by reference.

18. AMENDMENTS

The Contract may be amended by mutual written consent of the parties.

19. TERMINATION

The Contract may be terminated by SCCOE upon sixty (60) days advance written notification.

20. NON-DISCRIMINATION AND NON-SEGREGATION

During the performance of this Contract, both parties hereby agrees to comply with all Federal, state and local laws respecting non-discrimination in employment and non-segregation of facilities including, but not limited to requirements set out in 41 CFR 60-1.4, 60-250.4 and 60-741.4, which equal opportunity clauses are hereby incorporated by reference.

21. TOBACCO-FREE WORKPLACE

When at SCCOE-owned or SCCOE--leased buildings, both parties hereby agree to comply with the Santa Clara County Office of Education's Policy 3513.3 which states: The County Board recognizes the health hazards associated with smoking and the use of tobacco products including the breathing of second-hand smoke, and desires to provide a healthy environment for students and staff. The County Board prohibits the use of tobacco products at any time in SCCOE-owned or leased buildings, on SCCOE property and in SCCOE vehicles.

22. ALCOHOL AND DRUG-FREE WORKPLACE

Both parties hereby certify under penalty of perjury under the laws of the State of California that School will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et. seq.), and the Santa Clara County Office of Education's Alcohol and Drug-Free Workplace Policy 4020.

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23. SIGNATURES OF THE PARTIES

Approved By:

Alum Rock Unified School District

Signature **Date**

Hilaria Bauer, Ph.D.
Print Name and Title
Superintendent

Santa Clara County Office of Education

DocuSigned by:
Marie Bacher
990B61B64D2141D...
8/23/2021 | 4:22 PM PDT

Signature **Date**
Marie Bacher
Director, Environmental Education

Signature **Date**
Jessica Bonduris
Assistant Superintendent of Ed. Services

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ATTACHMENT "A"

WALDEN WEST
OUTDOOR SCIENCE SCHOOL

REGULATIONS "USE OF"

The aesthetic beauty and educational values of Walden West are due to its relatively undamaged natural area. Please use pathways and avoid walking on grass or plants.

All visitors to Walden West are requested to observe the following regulations in order that this facility may be enjoyed for years to come.

- **Alcohol/Drugs**: The possession or use of alcoholic beverages or illegal drugs and narcotics is prohibited.
- **Firearms/Fireworks**: The possession of firearms, knives, air guns, and fireworks is prohibited.
- **Smoking**: Smoking is not permitted on Walden West grounds at any time.
- **Plants**: The mutilation, destruction, or removal of any plant material is prohibited.
- **Animals**: The destruction or removal of any animal is prohibited.
- **Geological and Archaeological Features**: The removal of geological, paleontological (fossil), archaeological or historical features or objects is prohibited.
- **Hunting/Fishing**: Hunting and fishing are prohibited.
- **Trails**: Hikers are required to confine their hiking to trails provided for that purpose.
- **Vehicles**: The speed limit is 5 miles per hour on all facility roads. Vehicles can be operated only on designated roads and must be parked only in designated areas.
- **Dogs**: No dogs are permitted.
- **Waste Disposal**: Trash and recyclables must be put in proper containers.

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ATTACHMENT "B"
WALDEN WEST
OUTDOOR SCIENCE SCHOOL

POLICIES REGARDING CLASSROOM TEACHERS

1. A classroom teacher shall accompany each class of students in attendance at Walden West Outdoor Science School. One (1) teacher for each class unit of thirty-six (36) students or fewer.
2. The classroom teacher shall be subject to the following regulations during the period of time that his/her class is in attendance at Walden West Outdoor Science School.
3. The classroom teacher shall be available for consultations involving his/her class except in the following situations:

    a. Family Emergency:

    Classroom teachers may be absent for short periods of time in case of unforeseen emergencies involving family members. In this event, the teacher shall notify the Director of Environment Education at Walden West of the nature of the emergency and where he/she may be reached if needed. The principal shall be notified of the teacher's absence.

    b. Professional Responsibilities:

    If a teacher is to be absent for professional responsibilities at any time, the principal of his/her school shall notify the Director of Environment Education at Walden West of this in writing, indicating the nature of the absence and the person who will substitute in that teacher's absence.

    c. The classroom teacher shall actively participate in the Walden West educational program to the best of his/her abilities.

    d. Family members of the classroom teacher are not permitted to accompany nor visit him/her at Walden West.

4. The Director of Environment Education at Walden West shall inform the School in writing regarding any deviations from these policies by classroom teachers.

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EXHIBIT I

WALDEN WEST OUTDOOR SCIENCE SCHOOL

ATTENDING

SCHOOL NAME(S)	WEEK OF (DATES)	# of DAYS PROGRAM	# of STUDENTS
Adelante 5th grade	Nov 8-10, 2021	3	62
Adelante 6th grade	Nov 8-10, 2021	3	55
LUCHA 5th grade	May 7-11, 2022	5	45

Additional Information/Notes:

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 : **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

10.09

Agenda Placement

Meeting: September 9, 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
September 9, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Cureton Gloria H. Perskins	09/13/21- 12/03/21	Starting Arts	$14,125.00 Flat rate	Provide Cureton student grades 3rd-5th an after school professional theatre experience ending with a performance of the musical Annie Jr. Performance is part of Cureton's VAPA plan. Funding: Restricted
Rene Sanchez Academic Services	09/11/21- 06/30/22	Association of California School Administrators (ACSA)	$ 18,750.00	Provide on-going leadership coaching and training for Administrators Victor Guendulain, Yeny Rosales, Joseph Manluco, Jonathan Natividad and Rigoberto Gomez in person or virtual for the 2021-2022 SY. Funding: General
Barbara Campbell Academic Services	09/24/21- 06/30/22	BrainPOP, LLC.	$990.00	Provide ELL lessons to build language skills to all ARUSD students in K-8. Professional development will be provided to all teachers to build knowledge, support critical and creative thinking, and their understanding. Service will be provided virtually. Funding: Restricted
Rene Sanchez Academic Services	08/16/21- 06/30/22	Endgenuity, Inc.	$11,250.00	IS Professional Development Essentials - Access to asynchronous training video library, virtual school resources, live and asynchronous options. Up to 6 webinars or 2 onsite days. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Barbara Campbell Academic Services	09/10/21- 06/30/22	Planned Parenthood Mar Monte, Inc.	$13,455.00	Facilitate eight (8) hours of sex education with 7th grade students and two (2) puberty education lessons to 5th grade students districtwide. Lesson will be virtual and are aligned to meet the requirements of the California Healthy Youth Act, and Parent review night will be held to review lessons with parents, guardians, and caregivers of ARUSD students. Funding: General
Human Resources Tereasa Smith	09/10/21- 06/30/22	Swing Education	$29,000.00	Provide access to Swing Education platform and services which allow the District to post and manage requests for substitute teachers and substitute classified staff. Based on District requests. Swing Education will assign qualified substitute. Funding: General
Maintenance Ed Villarreal	09/10/21- 06/30/22	Bay Alarm Company	$15,000.00	Provide installation services and miscellaneous repairs not covered under the routine service agreement. Funding: General
Maintenance Ed Villarreal	09/10/21- 06/30/22	California United Mechanical, Inc.	$32,568.00	Replace the compressor and repair the thermal bank in the freezer at the District Warehouse. Funding: Restricted
Maintenance Ed Villarreal	09/10/21- 12/31/21	Cornerstone Environmental Contractors, Inc.	$2,787.56	Install/Replace Irrigation equipment at Mathson School. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	09/09/21- 06/30/22	Kern Oil Filter Recycling, LLC.	$5,000.00	Provide annual service for the wash rack, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles in the corporate yard. Funding: Restricted
Maintenance Ed Villarreal	09/10/21- 06/30/22	McKinley Elevator Corporation	$7,500.00	Provide required inspection of all accessible lifts and ADA lifts as regulated by the State districtwide. Funding: Restricted
Maintenance Ed Villarreal	09/10/21- 06/30/22	San Jose Boiler Works	$12,802.51	Provide emergency repair the boiler in the Administration and Kindergarten Building room K1, K2, and Cafeteria at McCollam Elementary School. Funding: Restricted
Purchasing Maria Martinez	07/01/21- 06/30/22	Bluetrition Brands, Inc. DBA: ReadyRefresh	$5.49 - $38.99	Water delivery service along with filtration system services for school sites and District Office. Cost will vary depending on the type of service being provided. Funding: Various
Special Education Anthony Colonna	09/10/21- 06/30/22	Voyager Sopris Learning	$33,000.00	Ongoing professional development for Read Well and Language Live curriculum. TransMath 3rd edition 1-2 Day package for professional development for teachers. TransMath is a new math intervention program being piloted at all middle school sites. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	09/10/21- 06/30/22	Language People, Inc.	$35,000.00	Provide additional interpretation and translation service in Spanish, Vietnamese and other languages on "as needed' basis to support/increase parent involvement in the ARUSD. Funding: Various
State & Federal Sandra Garcia	09/10/21- 06/30/22	Panorama Education, Inc.	$31,760.00 NTE	Provide districtwide climate and social-emotional learning surveys to students, families and staff at all ARUSD Sites for the 2021-2022 SY. Staff training reports and professional development tool are also included in the contract cost. Funding: Restricted
State & Federal Sandra Garcia	09/10/21- 06/30/22	Reading Partners	$15,000.00 NTE per site	Master Contract: Provide one-on-one reading support utilizing structured curriculum based materials to qualifying students at Aptitud Community Academy, Chavez Elementary and San Antonio Elementary. Reading partners' services will be provided on-site/virtually with schedule to be agreed upon. Funding: Restricted
State & Federal Sandra Garcia	09/10/21- 06/30/22	San Jose Grail Family Services	$10,000.00 NTE	G.F.S. pair students with reading tutors and provides parent workshops regarding the importance of reading aloud and sharing stories in the home. Vendor will also provide on-sites or virtual services to any TK/K and 1st grade student and their parents at Dorsa and San Antonio Elementary. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	09/10/21- 06/30/22	Springboard Collaborative	$51,000.00	Master Contact: Provide ten (10) week evidence-based literacy program by coaching parents and teachers, providing literacy materials/incentives and consultation. The spring board programs will support minimum of 3 school serving 105 students in TK-3rd grade (Fall/spring) any additional elementary school site can participate in the Master Contract. Services can be provided in person or virtually. Funding: Various
Student Services Norma Flores	09/10/21- 06/30/22	Fresh Lifelines for Youth (FLY)	No Cost	Provide law-related education and case management to identified 7th or 8th grade middle school students at selected middle school sites. FLY will also provide case management services to a limited number of 7th and 8th grade students who are identified by the school as being at risk of suspension. Funding: N/A
Student Services Norma Flores	09/10/21- 06/30/22	The Health Trust (THT) Family Support Services	No Cost	THT will meet with families with children 0-5 years old at school campus, who are homeless or on the verge of homelessness to provide housing services and referral to other agencies. Participate in staff meetings, outreach and other school events. Services are available to all ARUSD families. Services can be offered virtual or in person. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	08/13/21- 06/30/22	YMCA of Silicon Valley- Project Cornerstone	$10,000.00 Flat rate	Support ARUSD's effort to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including bullying prevention for school sites wishing to participate. Services may be delivered virtually if necessary. Funding: General
Transportation Ed Villarreal	08/01/21- 07/31/22	Zum Services	$60,000.00	Alternative transportation for Special Needs, foster youth and McKinney Vento students to and from school for the 2021-2022 SY including the extended school year program. Funding: General
Early Learning Dr. Ballesteros	08/14/21- 12/31/21	New Teacher Center	No Cost	Addendum No. 1 Extended contract # CO 216052. Term extension through December 31, 2021. Provide services to enhance the classroom practice of Alum Rock's TK Teachers to improve student outcomes and support the evolution of the Early Learning systems and structures in the district. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Gloria Hayes-Perkins

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

   Name of Individual/Company: Starting Arts

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

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

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 13, 2021 end date December 3, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Starting Arts will provide Cureton students (gr. 3-5) an after school professional theatre experience ending with a performance of the musical Annie, Jr. Performance is part of Cureton's VAPA plan.

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:** $ 14,125.00 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060301	00581500111	01000000000	0101190	$14,125.00		

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

STARTING ARTS, INC. SERVICES AGREEMENT

This Services Agreement ("Agreement") is effective as of the **September 10, 2021** ("Effective Date") by and between **Starting Arts, Inc., a California non-profit corporation** ("Starting Arts") and Cureton Elementary School ("CES"). Starting Arts and the CES are referred to herein each individually as a "Party" and collectively as the "Parties".

WHEREAS, Starting Arts offers artistic training and education in the fields of music, theatre, dance, and visual arts to students, and school administrators, and the District desires to obtain these services from Starting Arts.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties hereby agree as follows:

1. **SERVICES AND FEES**

1.1 Services. Starting Arts shall provide the CES with the Services as identified in Exhibit A, as amended by the Parties from time to time ("Services").

1.2 Facilities: The CES, at its own cost, shall supply the personnel performing the Services with the equipment, supplies, and work space typical for the performance of the type of services contemplated by this Agreement, or otherwise as reasonably requested by Starting Arts.

1.3 Personnel. Starting Arts may engage, at Starting Arts' sole expense, any independent contractor any other person who, in Starting Arts' judgment, may be instrumental in assisting Starting Arts in performing Services hereunder (each a "SA Contractor"). All SA Contractors shall be reasonably skilled in the art of the Services. The CES shall have the opportunity, upon request, to review the resumes and interview any SA Contractors. Additionally, the CES may reasonably require, as a condition to any SA Contractor providing Services hereunder, that such SA Contractor undergo such TB testing as is generally required of teachers employed by the CES. If the CES reasonably determines that any SA Contractor is not qualified and informs Starting Arts of such concerns in reasonable detail in writing, Starting Arts shall use commercially reasonable efforts to substitute such individual with a qualified replacement subject to the CES's approval.

1.4 Fees and Payment. The CES shall pay to Starting Arts the fees as set forth in Exhibit A, as amended by the Parties from time to time. All payments made pursuant to this Agreement or any addenda hereto shall be (i) payable in U.S. currency, (ii) made without any deduction, whether by set-off, counterclaim, or otherwise, and (iii) non-refundable and irrevocable.

1.5 Taxes. The CES is solely responsible for paying any taxes imposed on the CES's use of the Services, including, but not limited to, sales, use or value-added taxes, but excluding taxes on Starting Arts' income. The fees listed in Exhibit A do not include taxes or duties. To the extent Starting Arts is obligated to collect such taxes, the applicable tax will be added to the CES's invoice.

1.6 Overdue Payments. All fees and other payments shall be due and payable upon invoice. All fees not paid to Starting Arts by the CES within thirty (30) days of when such fees become due and payable in accordance with this Agreement shall be subject to a finance charge of one and one half percent (1.5%) per month interest, or the maximum allowable under applicable law, whichever is greater, with such interest charges starting on the due date for such fees, plus any related collection and legal costs actually incurred by Starting Arts in connection with Starting Arts' collection of such fees.

2. OWNERSHIP

2.1 Materials. All content, information, data, graphics, designs, compilations, products, software, records, reports, documents, booklets, modules, resource and instructional guides, writings, recordings, know-how, and all other elements provided by Starting Arts, regardless of form (i.e., whether video, paper, electronic or otherwise), and whether tangible or intangible, whether previously established by Starting Arts or created or produced for the first time by Starting Arts in the performance of its obligations pursuant to this Agreement ("Materials"), are protected by United States copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Starting Arts retains and shall own all right, title and interest in and to all Materials.

2.2 Other Districts. The District/CES acknowledges that Starting Arts provides artistic training and education services in other locations, and that such services are similar to the services Starting Arts will provide pursuant to this Agreement; and, further, that any such services which Starting Arts provides elsewhere result in the preparation of materials that may be similar to those Materials provided pursuant to this Agreement.

2.3 License Grant. The CES acknowledges that the Services and Materials provided under this Agreement are proprietary to Starting Arts, its subsidiaries, and/or its affiliates. Starting Arts hereby grants to the CES a worldwide, royalty-free, non-transferable, non-exclusive license to use, copy and distribute Materials to its employees and students only and only for artistic training and education purposes. For clarity, the CES shall not and shall ensure that its employees shall not use the Materials for commercial purposes or make any derivative works of or otherwise modify the Materials. Other than as expressly set forth in this Agreement, no license or other rights in such intellectual property are granted to the CES, and all such rights are hereby expressly reserved by Starting Arts. The CES shall not obscure or remove any copyright, trademark or other proprietary-rights notices and shall reproduce all such notices on any authorized copies of Materials

2.4 Trademarks. The Materials may include Starting Arts' trademarks, trade names, logos and other proprietary notices (the "Starting Arts Marks"). Starting Arts hereby grants to the CES a limited, non-exclusive, non-transferable license, with no right to sublicense, to display the Starting Arts Marks in connection with marketing the Services. Any display of the Starting Arts Marks is subject to the Starting Arts trademark usage guidelines, as may be provided by Starting Arts in writing to the CES from time to time. Any goodwill generated through use of the Starting Arts Marks is owned by and will inure to the benefit of Starting Arts, and the CES agrees to assign, and hereby assigns to Starting Arts any such goodwill in the Starting Arts Marks. Starting Arts may use the CES's name and trademarks in connection with Starting Arts' general marketing materials.

3. CONFIDENTIAL INFORMATION

3.1 Non-Disclosure of Confidential Information. Neither Starting Arts nor the CES shall disclose to any third party or use any confidential or proprietary information, including without limitation employee and student data, financial data and mailing lists, product plans and strategies, technical data and research, know-how, and customer and related information that by its nature should reasonably be considered confidential ("Confidential Information"), for any purpose other than performance of the Services, without first having obtained the prior written consent of the other Party. Both Parties shall take reasonable measures to protect the secrecy of and to avoid the unauthorized use and disclosure of the Confidential Information of the other Party. For clarity, the CES's name and general information about the scope of Services provided hereunder are not considered Confidential Information.

3.2 Exceptions. Notwithstanding the foregoing, Confidential Information shall not be deemed to include information if: (i) it was already known to the receiving Party (without improper conduct or breach of an obligation) prior to disclosure to the receiving Party by the disclosing Party, as established by documentary evidence; (ii) it is in or has entered the public domain through no breach of this Agreement or other wrongful act of the receiving Party; (iii) it has been rightfully received by the receiving Party from a third party and without breach of any obligation of confidentiality of such third party to the owner of the Confidential Information; (iv) it has been

approved for release by written authorization of the owner of the Confidential Information; or (v) it has been independently developed by a Party without access to the Confidential Information of the other Party.

4. DISCLAIMERS

4.1 No Warranties. THE MATERIALS AND SERVICES ARE PROVIDED TO THE DISTRICT ON AN "AS IS" BASIS. NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER ORAL OR WRITTEN, WHETHER EXPRESS, IMPLIED, OR ARISING BY STATUTE, CUSTOM, COURSE OF DEALING OR TRADE USAGE, WITH RESPECT TO PRODUCTS, SPECIFICATIONS, SUPPORT, SERVICE OR ANY OTHER MATERIALS PROVIDED HEREUNDER. BOTH PARTIES SPECIFICALLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT AND MERCHANTABILITY.

4.2 Limitation of Liability. UNDER NO CIRCUMSTANCES, AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL STARTING ARTS OR ITS AFFILIATES, CONTRACTORS, EMPLOYEES, AGENTS, OR THIRD PARTY PARTNERS OR SUPPLIERS, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR USE OR COST OF COVER) ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF STARTING ARTS OR STARTING ARTS'S AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE TOTAL AGGREGATE LIABILITY OF STARTING ARTS TO ANY PERSON ARISING OUT OF OR RELATING THIS AGREEMENT, WHETHER BASED ON CONTRACT, INCLUDING BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER TORT THEORY, EXCEED THE TOTAL AMOUNTS PAID TO STARTING ARTS PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY.

5. INSURANCE

Insurance Requirements. Starting Arts will maintain insurance as required. A copy of our insurance certificate is available upon request.

6. INDEMNIFICATION

6.1 Starting Arts shall defend and indemnify the CES, its officers, employees, and agents from and against any third party claims for which the CES is liable arising out of the negligence or willful misconduct of Starting Arts, its officers, employees, or agents.

6.2 The CES shall defend, indemnify, and hold Starting Arts, its officers, employees, and agents harmless from and against liability, loss, expense (including reasonable attorneys' fees) or damages for which Starting Arts is liable, arising out of the CES's breach of any covenant or representation in this Agreement, or the negligence or willful misconduct of the CES, its officers, employees, or agents.

7. TERM AND TERMINATION

7.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for the period specified in Exhibit A ("Initial Term"), unless earlier terminated in accordance with the terms and conditions of this Agreement.

7.2 Termination. Either Party may terminate this Agreement prior to its expiration and upon thirty (30) days prior written notice if: (a) a Party breaches any material term (including any payment terms) of this Agreement and the breaching Party has not cured the breach within such thirty (30) day period; or (b) a Party is the subject of a liquidation or insolvency, or the filing of bankruptcy, or similar proceeding(s) (provided that in the case

of involuntary proceedings, such proceedings are not dismissed within sixty (60) days of filing). Further, Starting Arts may terminate this Agreement without cause upon thirty (30) days prior written notice to the CES.

7.3 Effect of Termination. Effective upon the termination of this Agreement, the CES shall immediately cease using the Materials, including without limitation all Starting arts Marks.

7.4 Accrued Obligations. Expiration or termination of this Agreement for any reason shall not release either Party hereto from any obligation or liability which, at the time of such expiration or termination, has already accrued to the other Party or which is attributable to a period prior to such expiration or termination, including without limitation all payment obligations incurred prior to the effective date of such termination or expiration, nor preclude either Party from pursuing all rights or remedies it may have hereunder or at law or in equity with respect to any breach of this Agreement.

7.5 Survival. Sections 2 (Ownership), 3 (Confidential Information), 4 (Disclaimers), 7.3 (Effect of Termination), 7.4 (Accrued Obligations), 7.5 (Survival), and 8 (Miscellaneous) shall survive termination or expiration of this Agreement.

8. MISCELLANEOUS

8.1 Notice. Any notice, approval, consent, request, bill, demand, or statement hereunder from either Party to the other shall be in writing and shall be deemed given when deposited with the United States Postal Service in a postage pre-paid envelope sent regular mail or delivered by hand from one Party to the other with an appropriate receipt obtained, addressed as follows:

To: Starting Arts
525 Parrott St.
San Jose, CA 95112
Attention: Ann Watts, Executive Director

To: Cureton School
Gloria Perkins - gloria.hayes-perkins@arusd.org

8.2 Modifications, Amendments and Waivers. This Agreement may not be modified or amended, including by custom, usage of trade, or course of dealing, except by an instrument in writing signed by duly authorized employees of both of the Parties hereto. The failure of either Party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision.

8.3 Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid, in whole or in part for any reason, each Party agrees that such provision shall be enforced to the maximum extent permissible so as to give the fullest effect to the intention of the Parties when executing this Agreement, while complying with applicable laws or stricken if not so conformable, so as not to affect the validity or enforceability of the remainder of this Agreement.

8.4 Assignment. Neither Party shall, without the prior written consent of the other Party, transfer or assign this Agreement in whole or in part, whether by operation of law or otherwise, to any third party without the prior written consent of the other Party. Any purported transfer or assignment without such consent shall be void ab initio. Notwithstanding anything to the contrary herein, either Party may assign this Agreement and its rights and obligations under this Agreement to an affiliate or to any successor to all or substantially all of such Party's relevant business or assets, whether by merger, consolidation, sale of assets or stock, or otherwise, provided such assignee agrees in writing to be bound by and assume the obligations of the assigning Party under this Agreement. Subject to

the foregoing, this Agreement will be binding upon and inure to the benefit of the Parties and their permitted successors and assigns.

8.5 Independent Contractor. Starting Arts is an independent contractor. Neither Party shall represent itself as the agent or legal representative of the other Party for any purpose whatsoever, and shall have no right to create or assume any obligation of any kind, express or implied, for or on behalf of the other Party in any way whatsoever. This Agreement will not create or be deemed to create or imply any relationship between the Parties in the nature of any joint venture, employer/employee, principal/agent or partnership.

8.6 Force Majeure. Neither Party hereto shall be responsible for any failure to perform its obligations under this Agreement if such failure is caused by acts of God, war, strikes, revolutions, lack or failure of transportation facilities, laws or governmental regulations or other causes that are beyond the reasonable control of such Party. In the event that a force majeure event should obstruct performance of this Agreement for more than thirty (30) calendar days, the Parties hereto shall consult with each other to determine whether this Agreement should be modified or terminated.

8.7 Third-Party Beneficiary. Nothing in this Agreement is intended to make any person or entity not a signatory to the Agreement a third-party beneficiary of any right created by the Agreement or by operation of law.

8.8 Governing Law. This Agreement and any dispute arising from the performance or breach hereof shall be governed by and construed and enforced in accordance with the laws of the state of California, without reference to conflicts of laws principles. To the extent that any lawsuit is permitted under this Agreement, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in California.

8.9 Headings. Headings herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

8.10 Entire Agreement. This Agreement represents the entire Agreement between the Parties and supersedes any prior oral or written understandings with respect to the Services. This Agreement may only be amended by an agreement signed in writing by all of the Parties hereto.

8.11 Counterparts. This agreement may be executed in one or more counterparts each of which shall constitute an original, and all such counterparts shall constitute one and the same agreement.

8.12 Force Majeure. Except with regard to payment obligations herein, failure on the part of either Party hereto to meet any of the terms and conditions contained herein because of any governmental restriction, strike or major labor disturbance, war, revolution, riot, earthquake, fire, flood, or other event out of the reasonable control of such Party, shall not constitute a breach of this Agreement and shall excuse the Party involved from any action by the other Party hereto, based upon the said failure to perform.

8.13 Non-Solicitation The District agrees that neither it nor its representatives will at any time from the date of the Agreement until the one year anniversary of such date, directly or indirectly, solicit for employment, or employ, any SA Contractor, provided, however, that non-directed newspaper or internet help wanted advertisements and search firm engagements shall not be considered solicitations hereunder.

8.14Conditions for Performances: If this production is being performed in your multi-purpose/cafeteria room the following must be provided by the school staff or the H&SC/PTO/Parent Organization.

- This service agreement provides the services in exhibit A for a MAXIMUM of 80 students.
- Ordering chairs and or chair set up and clean up before and after every production.

- Providing air conditioning or heating for the facility during the tech rehearsals and performances.
- Provide a classroom or area for costume changes during the tech rehearsals and shows.
- Clearing off any items that have been stored on the stage or acting space like boxes, gym equipment, ladders, podiums, flags, etc. to ensure a safe, obstacle free, rehearsal and performance space for the actors and production crew.
- Maintaining the bathrooms and garbage.
- **Tech**. Week and Performances – during tech. week and performances the set, costumes, and technical equipment will remain set up in the performing space with attention paid to safety. In certain instances, stage extensions will be added to the stage of the performing facility. These extensions can go the length of the stage and extend the depth of the stage by up to 8 feet but are typically 4 feet. In certain spaces where the extensions cannot be accommodated, the contracting organization acknowledges that limiting the stage space will limit staging and scenery possibilities.

Initial GHP

8.15 Additional Misc. Addendums

- **Facilities** - This agreement does not include facilities fees. Any fees incurred for facilities will be paid by the contracting organization, PTO, SEHSC, H&SC, School or District etc.

- **Video** – Video recording for shows are heavily regulated. Please inquire about video recording rights for your production.

- **Show Shirts for Cast and Crew** – Show shirts can be made and sold for cost by the contracting organization or Starting Arts. These shirts can be made locally as long as they are sold for cost and not for profit. **Show T-Shirts and Merchandise** must include the official licensed logo and title. Please inquire on how to obtain appropriate files.

- **Programs** – A 4 page program is included in this contract. Unless stated otherwise in EXHIBIT A.

- **Poster** – 20 posters are included. Additional poster can be made upon requests for an additional cost.

- **Scripts and Music** – Starting Arts will provide every cast member with a published script for the show and a link that allows the cast members to listen to the music. These materials are protected and can not be downloaded or copied in anyway.

- **Ticketing** – In the event that the contracting organization is receiving ticket money from the production then this organization will be responsible for ticketing set up, communication and collection of tickets, including ticket prices. In the event that the contracting organization would prefer that Starting Arts provide ticketing services, Starting Arts will provide these services for a fee of $350.

Exhibit A
Theatre Production
Services and Fees

1. **Contact Information:**

School: Cureton School_____ District: _____

Signatory contact _____ Email_____

Accounts Payable contact : Brenda Rosas Garcia - Email brenda.rosas-garcia@arusd.org

2. **Services:**

Name of production *Annie jr.*_____

Starting Arts will provide the following services:

- Directing Staff
- Production Manager
- Light Design and Operation
- Sound Design and Operation (includes wireless microphones)
- Set Construction and Materials
- Costumes Design and Construction
- Rights and Royalties
- Scripts

Grades 3rd – 5th , Maximum enrollment 60

3. **Term:**

Start date: Sept. 13

Days of the week: Monday and Wednesday - Time of day: 2:30 to 4:00

Show date: Dec. 2nd and 3rd

Payments	**Amount**	**Due**
Payment #1	$8,125.00	September. 10, 2021
Payment #2	$6,000.00	December 1, 2021

*The deposit retains this production on the Starting Arts calendar. If for any reason **the contractee,** cancels the production the deposit will not be refunded.

*A Late Fee of 1.5% per month will be charged for any outstanding balance due past 30 days.

* **Facilities** - This agreement does not include facilities fees. Any fees incurred for facilities will be paid by the contracting organization, PTO, H&SC, School or District, etc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 11861

PROGRAM MANAGER: Rene Sanchez

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: Association of California School Administrators (ACSA)

   Address: 1029 J Street #500 City: Sacramento State: CA Zip: 95814

   Phone: (916) 607-7895 Email Address: jcash@acsa.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 11, 2021 end date June 30, 2022

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   The Association of California School Administrators (ACSA) will provide on-going leadership coaching and training for Administrators Victor Guendulain, Yeny Rosales, Joseph Manluco, Jonathan Natividad and Rigoberto Gomez in person or virtual for the 2021-22 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.

   _____ b. **Other:** $_____ (describe rate agreement) Coach Services for 5 administrators at $3,750.00 each and program fee cost of $1,000 for 5 administrators.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-0	000-0-5815-	00-1110-1000-	000000	$18,750.00	305-5020	

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

ASSOCIATION OF CALIFORNIA SCHOOL ADMINISTRATORS (ACSA) /FOUNDATION FOR EDUCATIONAL ADMINISTRATION (FEA) COACHING SERVICES AGREEMENT

This contract is to verify that **Alum Rock Union School District** has agreed to allow the Association of California School Administrators/Foundation for Educational Administration (ACSA/FEA) to provide Clear Administrative Credential Services for the following personnel:

Non-Credential Employees (Coaching Only)		
Victor Guendulain	Principal	Meyer Elementary School
Yeny M. Rosales	Principal	Ryan Elementary School
Joseph M. Manluco	Principal	Painter Elementary School
Jonathan Natividad	Principal	Hubbard Media Arts Academy
Rigoberto Gomez	Principal	Linda Vista Elementary School

PROGRAM: **ACSA Silicon Valley** – Coaching Services
COHORT: Fall 2021-2023 PROGRAM #: ES-440

CONDITIONS OF AGREEMENT

Services are to include:

1. Clear Administrative Credential Program (CACP) Services
2. Coaching provided by a trained ACSA/FEA Leadership Coach
3. On-site job embedded, individualized, and confidential coaching services (in person or virtual as District/Building COVID protection rules allow)
4. Between three (3) and six (6) hours per month of coaching documented in Collaborative Coaching Logs
5. Goal oriented coaching supported by a detailed action plan
6. Additional phone and email access to coach, as needed by candidate
7. Coaching outcomes founded upon the California Professional Standards for Education Leaders (CPSEL)
8. Progress monitoring towards CACP outcomes and candidate completion
9. Collaborative candidate assessments: initial, formative, benchmark, and summative
10. Candidate documentation in online Learning Management System
11. Upon successful completion of program requirements, candidate is recommended for Clear Administrative Services Credential

CONTRACT DETAILS – ONE YEAR OF COACHING SERVICES

Charges for Coaching for academic years of: 2021-2022
Cohort: Fall 2021-2023

Local Program: **ACSA Silicon Valley** ACSA Local Program Coordinator: **George Matheny/Betsy Warren**

Services to be provided at: To be determined by the Coach and Candidate.

Alum Rock Union School District responsibilities:

Notify ACSA/FEA if any of the following conditions apply:

- Credential candidate changes schools or positions
- Credential candidate is no longer employed in an administrative position
- Credential candidate takes a Leave of Absence

One Year of Clear Administrative Credential (CACP) Coach Services:

- Coach Services for one year per person = $3,750.00
- Program Fees for one year per person = $1,000.00
- Due and payable December 15, 2021: Coaching for five people = **$18,750.00**

Payment Information:

Purchase Order – make payable to Foundation for Educational Administrators
Mail to: ACSA, 1575 Bayshore Highway, Suite 300, Burlingame, CA 94010, Attn: Clear Credential or email to credentialing@acsa.org.

Contracted Time Period: July 1, 2021 to June 30, 2022

By signing below, the representative for **Alum Rock Union School District**, agrees to and understands the Coaching Services Agreement conditions listed above.

Tracy Robinson, Ed.D., CACP Program Director
Senior Director, ACSA Educational Services

Date

Rene Sanchez, Asst. Superintendent of Instructional Services
Alum Rock Union Elementary School District
rene.sanchez@arusd.org

408-928-6590
Rene Sanchez, Direct Phone

Date

Hilaria Bauer, Ph.D., Superintendent
Alum Rock Union Elementary School District
hilaria.bauer@arusd.org

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 16605

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: BrainPOP LLC.

   Address: 71 West 23rd St., 17th Floor City: New York State: NY Zip: 10010

   Phone: ( ) Email Address: mayak@brainpop.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 24, 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:

   BrainPOP LLC. Will provide ELL lessons to build language skills to all ARUSD students in K-8. Professional development will be provided to all teachers to build knowledge, support critical and creative thinking, and asses their understanding. 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:** $ 990.00 (describe rate agreement) _____

   Budget code: 060-4203-0-5815-00-4760-1000-000000-305-1521

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				990.00	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

Quote

Date	Quote #
08/01/2021	US5191945118R

Payment Status
Open

Bill To Attention

Accounts Payable
Alum Rock Union Elementary
2930 Gay Ave
San Jose CA 95127
United States

Username	E-mail
	jason.sorich@arusd.org

Item	Type	Qty	Description	Rate	Amount
1-Hour Virtual BrainPOP Training		2	Learn how to use BrainPOP across the curriculum to build knowledge, support critical and creative thinking, and assess understanding. This training will be led by a member of the professional learning team.	495.00	990.00

Quote valid for 90 days. All amounts listed are in USD. This subscription is governed by the Terms of Use and Privacy Policy posted on www.brainpop.com, as amended from time to time. By accepting this quote, you agree to these terms. Changes/modifications to the terms must be approved and signed by an authorized representative of BrainPOP. Terms and conditions submitted with any Purchase Order shall not apply to this subscription.

Total $990.00

I accept the purchase of the items included herein. I understand that I will be invoiced for this order.

Name:_____ Authorized Signature:_____

Title:_____ Date:_____

*Please include any applicable tax exemption certificates for the school/district along with your order.

Remit to: BrainPOP Accounts Receivable PO BOX 28119 | New York, NY 10087-8119 | Fax: 866-867-6629
Please make all checks payable to 'BrainPOP'. Email: purchaseorders@brainpop.com

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: Rene Sanchez

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: Endgenuity, Inc.

   Address: 8860 E. Chaparral Road, Suite 100 City: Scottsdale State: AZ Zip: 85250

   Phone: (877) 725-4257 Email Address: jordan.wolf@edgenuity.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 16, 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:

   IS Professional Development Essentials-Access to asynchronous training video library, virtual school resources, live and asynchronous options. Up to 6 ISPD webinars OR 2 onsite days.

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:** $11, 250.00 (describe rate agreement) Budget Code: 060-6300-0-5846-00-1110-1000-000000-300-1070

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				$11,250.00		

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

Edgenuity

Edgenuity Inc.
8860 E. Chaparral Road
Suite 100
Scottsdale AZ 85250
877-725-4257

Price Quote for Services
ALUM ROCK UNION ELEMENTARY SCHOOL DIST
SAN JOSE CA
Account Number 58017
Quote Number 216202
Total $11,250.00
Date 8/27/2021

Payment Schedule	Contract Start	Contract End
Net 30.	8/16/2021	8/15/2022

Site	Description	Comment	End Date	Qty
	IS PD Webinar		08/15/2022	2
	IS Professional Development Essentials - Access to asynchronous training video library, Virtual School Resources, live and asynchronous options. Up to 6 ISPD Webinars OR 2 onsite days		08/15/2022	1
	Professional Development Onsite Day		08/15/2022	1
	Professional Development Webinar Training		08/15/2022	2

1. ALUM ROCK UNION ELEMENTARY SCHOOL DIST

Subtotal	$11,250.00
Total	$11,250.00

It's been a pleasure working with you!

Edgenuity will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Edgenuity will invoice the customer for the additional usage.

This quote is subject to Edgenuity Inc. Standard Terms and Conditions ("Terms and Conditions"). These Terms and Conditions are available at http://www.edgenuity.com/edgenuity-standard-terms-and-conditions-of-sale.pdf, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential, and may not be shared with third parties without Edgenuity's written consent.

ALUM ROCK UNION ELEMENTARY SCHOOL DIST

Signature: _____

Print Name: _____

Title: _____

Date: _____

Edgenuity Inc. Representative

Jordan Wolf
jordan.wolf@edgenuity.com
415-531-5852

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. All order documentation can be submitted electronically at https://edgenuity.formstack.com/forms/ar. Alternatively you can e-mail this quote, the purchase order and order documentation to AR@edgenuity.com or fax to 480-423-0213.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 16185

Submitted by: Barbara Campbell

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

   Name of Individual/Company: Planned Parenthood Mar Monte, Inc.

   Address: 1605 The Alameda City: San Jose State: CA Zip: 95126

   Phone: (408) 693-5906 Email Address: Laurice_Rubalcava@ppmarmonte.org

   SSN: _____ or Fed I.D. #: 94-1583489

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   Planned Parenthood Mar Monte will facilitate eight (8) hours of sex education with 7th grade students & two (2) puberty education lessons to 5th grade students district-wide. Lessons will be virtual and are aligned to meet the requirements of the California Healthy Youth Act & Parent Preview Night will be held to review lessons with parents, guardians, & caregivers of ARUSD 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:** $ 13,455.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	305	5210	$13,455.00	

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

Scope of Service

Site: Alum Rock Union School District (ARUSD)

PPMM will provide the following scope of services:

1) **Planned Parenthood Mar Monte (PPMM) Sex Education for Middle School** - PPMM will provide ARUSD 7th grade students' access to PPMM's Sex Ed Learning Platform. PPMM Sex Ed for Middle School aged youth is designed to provide young people with the knowledge and skills they need to develop healthy attitudes concerning their identity, growth and development, and relationships as well as well as building empathy and an understanding and respect for diversity. PPMM's Sex Ed for Middle School is aligned with the California Healthy Youth Act. Once students gain access to PPMM's Sex Ed Learning Platform, they will move through an age-appropriate, evidence-based, story-based, **asynchronous** learning journey with engaging activities and lessons embedded throughout the course. The average length of the course is 5 hours. Teachers may opt to assign the platform as an assignment to complete outside of class or may facilitate the courses during class time. PPMM will provide an instructional guide for teachers to optimize class discussion and facilitation.

   Live-virtual Facilitated Discussion- At the conclusion of the learning experience, ARUSD teachers will be able to schedule 1 live-virtual session per "classroom" or cohort with a PPMM Educator. Sessions are for 50 mins and provide students an opportunity to discuss their learning experience, facilitated by a PPMM Educator. Teachers may also opt to facilitate these sessions themselves if PPMM Educators are not available at the desired date/time by using the Facilitation Guide provided to them.

2) **Live- Virtual Puberty Education** – Planned Parenthood Mar Monte (PPMM) will provide 2 lessons to 5th grade students ARUSD schools. Puberty education sessions are delivered in a live-virtual format using an online platform either provided by the school/district or by PPMM. Sessions include two, 1- hour lessons that review the anatomy and reproductive systems, define puberty, and outlines the physical and emotional changes that may occur during puberty.

3) **Parent Previews**- PPMM will provide live-virtual webinars for parents of ARUSD students. The preview will provide parents the opportunity to preview all content, slides, and videos that will be shared with their students. Parents of students receiving the PPMM Sex Ed for Middle Schools will be provided with a video recording of the content overview, the platform and a PDF of the modules content.

Fees: $15 per student

Quote: $13,455.00 (Discount applied)

Invoices may be provided upon request. Please contact Laurice Rubalcava, Director of Education Services for invoices or other inquiries.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 300263

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: Swing Education

Address: Dept LA 24916 City: Pasadena State: CA Zip: 91185

Phone: 916 266-1417 Email: brett@swingeducation.com

SSN: _____ Fed I.D. #: 47-4349654

CONTRACT TERM: start dates 9/10/2021 end date 6/30/2022

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

Provide access to the Swing Educatin platform and services which allows the District to post and manage requests for substitute teachers and sutstitute classified staff. Based on District requests. Swing Education will assign qualified sutstitutes.

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:** $210-$280 per day Not to Exceed $29,000 of services.

_____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-10000-000000-600-1000 gAL _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/11/21

Director of Fiscal Services: _____ Date: 8/16/21

Asst. Supt., of Business Services: _____ Date: 8/16/21

Superintendent: _____ Date: _____

SWING education

CALIFORNIA DAILY RATE ONLY -

This **Platform & Services Agreement** ("Agreement") is entered into on 9/10/2021 by and between Swing Education, Inc. ("Swing Education," "we" or "us") and the School(s) listed on the signature page ("School" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education website at www.swingeducation.com ("Website").

This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform.

1. Services. Swing Education agrees to provide you with:

(a) **Access to the Services**, which allows authorized School users to post Requests for SwingSub on the Platform, track and manage those Requests, and view information about the SwingSubs.

(b) **Access to Our Verification Services - California.** Swing Education verifies/does the following, as applicable, to determine whether a SwingSub is eligible/cleared to work for Schools.

i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires while the SwingSub is a registered member of the Service, Swing Education will shortly thereafter label the SwingSub teaching professional as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.

ii. **CA DOJ Live Scan Fingerprint Background Check**. Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.

iii. **TB Test**. Swing Education determines whether a SwingSub has obtained required TB tests before allowing a SwingSub to fill Requests on the Platform (according to this form, www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-CA-School-Staff-Volunteer-TB-Risk-Assessment.pdf).

iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.

(c) **Verification Process**. Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.

(d) **Limitations**. Swing Education provides the Services as a venue for connecting Schools and SwingSubs. Swing Education does not provide any education training, equipment, curriculum for teaching classes or students at any School, nor any other education services to either Schools or SwingSub, other than that specified below. Swing Education does not participate in, and the Services expressly do not include, the relationship or interaction between Schools and SwingSubs, except to provide a Platform for Schools to post Requests and for SwingSubs to review and accept those Requests.

(e) **Relationship with SwingSubs**. Swing Education withholds and pays payroll taxes with regard to SwingSub wages but does not exercise any control over their schedules. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct feedback and information on the actions and performance of SwingSubs. Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above. The parties believe, and will operate with the understanding that, School is not a co-employer of the SwingSubs.

2. Acceptance of Related Terms. By signing this Agreement, you agree to any Appendix, Schedule, or Exhibit included with this Agreement. You also agree to the Website Master Terms of Service and Privacy Policy (the "Website Terms") (www.swingeducation.com/tc) available on the Swing Education website. In the event of conflict of any terms, the terms of this Agreement shall control.

3. Payments. Payments will be made to Swing Education according to the following:

(a) **Work Requests & Daily Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education to designate a "Daily Rate" or Rates, via the Platform and/or by separate communication with Swing Education, and/or as listed below. The "Half Daily Rate" is 50% of the Daily Rate. The Daily Rate applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Daily Rate applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days.

(b) **Amounts Due.** The "Preliminary Amount Due" is the sum of the "Estimated Daily Amounts" for each Day of the Request, based on the Daily Rate and Half Daily Rate. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime or if the SwingSub is not given legally-required meal or rest breaks, to arrive at "Daily Adjusted Amounts", and a total "Adjusted Amount Due".

(c) **Cancellation**. Request(s) accepted by a SwingSub, then canceled outside of 24 hrs of the initial work time, are not subject to any fees. If a Request is canceled less than 24 hrs from the initial work time, then the Amount Due will be subject to the Preliminary Amount Due for the first Day of the Request.

(d) **Invoicing.** Payment for the services of a SwingSub will be made to Swing Education according to the following. Swing Education charges and invoices, according to one of these options: Option A - Deposit Model, which includes an initial deposit, and Option B - Pay As You Go, as outlined in Exhibit A: Payment Options.

(e) **Deviations from Request.** While SwingSubs will be instructed to track their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view)

between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.

(f) **Invoice Disputes.** School must identify any invoice item Dispute to Swing Education within 14 days of the invoice by emailing support@swingeducation.com, in order to Dispute such invoice item. All known facts about the actual time worked shall be used in amending such invoice items.

4. **Recruitment & Off-Platform Use**. If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a $2,500 finder's fee. This recruitment fee does not apply to SwingSubs who previously worked directly for the School. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination with Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing support@swingeducation.com or via other means as directed by Swing Education. Swing Education will invoice School for such additional

(bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional 100% handling fee.

5. **Term and Termination**. Term. This Agreement shall be in effect for one year from the Effective Date, thereafter this Agreement shall automatically renew at the anniversary date of the Effective Date unless provided 30 days prior written notice of the intent to terminate this Agreement by either party.
   (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement at any time during its term for a breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to reasonable satisfaction of both parties. Failure to cure the breach after 30 days will allow the aggrieved party to terminate the Agreement immediately upon receipt of such written notice by the aggrieved party.
   (b) **Termination.** This Agreement may terminate by election of either party in accordance with the above, or shall terminate naturally if School fails to seek Engagement of any SwingSub for a period of more than 9 months.
   (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining Account Balance. All or any portion of the Account Balance may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) pay services completed at the School in advance of the Amount Due being collected from the School.

6. **Disclaimer of Warranties.** The Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. You hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies

that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

7. **Insurance.** Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:
   (a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of $1M per occurrence, $2M aggregate
   (b) **Umbrella Liability** insurance of $2M Each Occurrence and in the Aggregate
   (c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of $2M per claim
   (d) **Sexual Abuse & Molestation** insurance of $1M per occurrence and $3M in the aggregate (e) **Workers' Compensation** insurance

8. **Limitation of Liability.** Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party. Each party to this Agreement shall defend, indemnify and hold harmless the other party, including affiliates and each of their respective officers, directors, shareholders, employees, representatives, agents, successors and assigns from and against all claims of third parties, to the extent arising out of (a) that party's gross negligence or willful misconduct in performing any of its obligations under this Agreement, or (b) a material breach by that party of any of its representations, warranties, or covenants under this Agreement, unless in either (a) or (b) the claim is proximately caused by the gross negligence or willfulness misconduct of the other party. Except as required by law, neither party will be liable to the other for more than the amount received by Swing Education from you in the twelve-month period preceding the date a claim is first asserted.

9. **Federal & Other Mandated Obligations to SwingSubs.**
   (a) While Swing Education will be the employer of SwingSubs, because School determines theschedules of SwingSubs and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees.
   (b) School shall provide a safe, clean work environment that complies with all applicable local, stateand federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites). School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training. School shall indemnify and hold Swing Education harmless against and from any claims made or brought by a SwingSub or a third party as a result of School's breach of these obligations except in case of a workers' compensation claim finding.

10. **Third Parties and Subsidiaries.** School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

11. **Entire Agreement.** This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise

explicitly provided above. This Agreement is valid only if signed by School within 60 days of the Effective Date listed above.

[*Signature Page Follows*]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

SWING EDUCATION, INC.

Michael Teng MT

Michael Teng
CEO

Date: 08 / 12 / 2021

Email:
mike@swingeducation.com

Address:
700 S. Claremont Street
San Mateo, CA 94402

SCHOOL: Alum Rock Union School District

_____

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: September 10, 2021

Email: hilaria.bauer@arusd.org

Address: 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, Operations and Transportation

Re: Bay Alarm Company Service Contract 2021-2022

Date: July 28, 2021

Summary:
Bay Alarm Company will provide installation services and miscellaneous repairs not covered under the service agreement.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bay Alarm Company in the amount of $15,000.00 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Operations (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, Director

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

   Name of Individual/Company: Bay Alarm Company

   Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

   Phone: (800) 610-1000 Email Address: www.bayalarm.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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 installation services and miscellaneous repairs not covered under the routine service agreement.

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:** $ 15,000 (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	$15,000.00	8/18/2021

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

EXHIBIT B

July 2021

ARUESD
2930 Gay Avenue
San Jose, CA. 95127

Re: One-Time Charges

I would like to thank you for the opportunity to submit this agreement for your review and approval. Please allow me a brief moment to acquaint you with Bay Alarm Company and our business philosophy

In the past seven decades, Bay Alarm has grown to become the nation's largest independently owned alarm company. How did we do it? We have a motto—the "Bay Way." The Bay Way is about doing right by our customers, and treating our fellow Bay Alarm staff members with the utmost respect. We pride ourselves on timely service, quality workmanship, and customer support that goes beyond expectations. With Bay Alarm, you'll get a security provider that understands your needs and constantly works to ensure you remain secure.
Currently the largest privately held Alarm Company in the nation with a customer base of over 155,000, we employ over 1,100 security professionals. We operate our own UL listed; FM approved monitoring station located locally within California. With fourteen full-service branch locations throughout California, we are strategically located to provide the maximum in efficiency for service to all of our customers and this also allows us to offer and provide 24-hour maintenance service, 365 days a year.

Bay Alarm Company is a leader in our industry and we are proud to be affiliated with the following associations and agencies:

- California Alarm Association
- Central Station Alarm Association
- Security Network of America
- National Burglar and Fire Alarm Association
- National Systems Contractor's Association
- California Automatic Fire Alarm
- National Fire Protection Association (NFPA)
- Better Business Bureau
- Underwriters' Laboratories Listed

Scope of work:
Bay Alarm will provide services at its then-prevailing rates (current service rates are $115 for the initial 30 minutes of labor and $95 each additional 30 minutes of labor) and materials on a cost basis. Service includes providing repair and maintenance services for the alarm systems and equipment not covered under a full-service plan. Examples of services provided under this agreement are: alarm control panel repair or replacement, door contact repair or replacement, motion sensors repair or replacement, battery replacement, and other repairs as needed.

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-California United Mechanical, Inc., 2021-2022

Date: August 23, 2021

Summary:
California United Mechanical, Inc., is to replace the compressor and repair the thermal bank in the walking freezer at the district office warehouse. The unit is currently losing refrigerant at a high rate resulting in the freezer to not function efficiently.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with California United Mechanical, Inc., in the amount of $32,568.00 for 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. 300191

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: California United Mechanical, Inc.

   Address: 2185 Oakland Road City: San Jose State: CA Zip: 95131

   Phone: (408) 228-1913 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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 to replace the Compressor and repair the Thermal Bank in the Freezer at the District Warehouse.

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:** $32,568.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
140	0000	0	5815	00	0000	8500	000000	450	8131	$32,568.00	MU 8/23/2021

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

UNITED MECHANICAL

PROPOSAL AND CONTRACT

2185 Oakland Road
San Jose, CA 95131 | 408-232-9000
1-866-SERV-UMI (1-866-737-8864)
CA LICENSE #828335

Date: Tuesday, August 03, 2021 ***Reference #: QR21-256QN - Compressor & Thermal Bank***

SUBMITTED TO:

Client: Alum Rock Union School District
Contact Name: Carlos Hernandez
Billing Address: 2930 Gay Avenue
San Jose, CA 95127

JOBSITE:

Tenant: Alum Rock Union School District
Onsite Contact: Carlos Hernandez
Service Address: 2930 Gay Avenue
San Jose, CA 95127

SCOPE OF WORK:

Proposal to replace compressor and Thermal Bank. Please see page 2 for full scope of work.

$11,160.00 = 72 hours labor
$480.00 = 8 Trip/truck
$19,156.00 = Parts
$1,772.00 = Tax
$32,568.00 = Total

ADDITIONAL INFORMATION:

Unless otherwise stipulated herein, our pricing is based on all work taking place during normal business hours, and excludes permits, fees, engineering, or original service call costs.

TOTAL PRICE: $32,568

By accepting this proposal, the purchaser agrees to the attached terms and conditions. This quotation will be valid for a period of 60 days and payment is due 30 days from invoicing. If payment is not received interest will accrue at the rate of 1.5% per month. If an action is brought for collection the prevailing party shall be entitled to attorney's fees.

Contractors are required by law to be licensed by the Contractor's State License Board which has jurisdiction to investigate complaints against Contractors if a complaint is filed within three years of the date of the alleged violation. Any questions concerning a Contractor may be referred to the Registrar, Contractor's State License Board, P.O. Box 26000, Sacramento, CA 95826
[California Business and Professional Code 7030(a)]

UMI Rep: Quoc Nguyen
Title: Account Manager
Date: 08/03/21

Client: [signature]
Title: DIRECTOR M OT
Date: 8/23/21

Thermobank Assembly Replacement SOW

Thermal Bank is found damaged beyond repair. We recommend it be replaced. Additionally, we recommend replacing the compressor due to years of operations outside of design due to a failed thermal bank. We also recommend installing a solenoid valve on the bypass line as a system upgrade to improve system operations and efficiency.

Pick up and deliver parts, material, and equipment to the job site.

- Parts and Material: Compressor, Thermobank assembly (tank), bypass solenoid shut off valve, miscellaneous copper piping, 75lbs new refrigerant 404A
- Equipment: rigging straps, supports, A Frame, Hoist, jacks.

Shut the unit off at the disconnect

- Follow Lock Out Tag Out Procedures.

Recover refrigerant.

- Remove all refrigerant from the system and store in recovery tanks. UMI will be responsible for disposal of refrigerant

Set up a gantry for rigging.

- Assemble the A- frame gantry, hoist, straps, and supports

Disconnect electrical wiring, electrical controls, and refrigerant piping.

- Disconnect refrigerant piping to the compressor from the flanges at both the suction and discharge lines

Remove the existing compressor.

- Utilize rigging equipment to safely remove the compressor

Remove the failed thermal bank.

- Cut the refrigerant piping at the Thermobank connections
- Lift the overall frame high enough to remove the Thermobank assembly out

Install new thermal bank.

- Slide in the new Thermobank into position
- Braze weld refrigerant lines to the new Thermobank
- Remove the supports and lower the frame back into position over the Thermobank assembly

Install new compressor.

- Utilize the Gantry to lift and install the new compressor into position.
- Connect refrigerant piping onto the new compressor

Install solenoid valve on the hot gas bypass line.

- Cut the refrigerant piping at the bypass after the shut off valve and install the new solenoid valve
- Run control wiring between the new hot gas bypass solenoid valve and hot gas shut off solenoid valve which will allow each valve to operate in tandem as to activate simultaneously during defrost mode.

Connect all electrical controls and electrical wiring.

Pressure test the system and confirm the system is not leaking.

- Pressure test the system at 150psi for 12 hours

Evacuate the system to industry standards below 500 microns.

Charge the system with new 404A.

Test operations in cooling mode and defrost modes.

Provide further recommendations if needed

TERMS AND CONDITIONS

By accepting this proposal, Purchaser agrees to be bound by the following terms and conditions:

1. **SCOPE OF WORK.** This proposal is based upon the use of straight time labor only. Purchaser agrees to provide United Mechanical Inc (UMI) with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. UMI agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge UMI for any costs or expenses without UMI's express written consent.
2. **HAZARDOUS MATERIALS.** Unless specifically noted in the statement of the scope of work or services undertaken by UMI under this agreement, UMI's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBS, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by UMI shall not operate to compel UMI to perform any work relating to Hazards without UMI's express written consent.
3. **INVOICING & PAYMENTS.** UMI may invoice Purchaser monthly for all materials delivered to the job site or to an off-site storage facility and for all work performed on-site and off-site. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. If UMI's invoice is not paid within 30 days of its issuance, it is delinquent unless other approved agreement stipulates otherwise.
4. **MATERIALS.** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of UMI, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent thereof, and in the case of permanent unavailability, UMI shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefor.
5. **WARRANTY.** UMI warrants the parts and labor used during repairs of equipment covered by a UMI maintenance agreement for a period of one (1) year from date of repair. If the equipment is not covered by a UMI maintenance agreement UMI warrants the parts for a period of (1) year and the labor for (90) days. When the customer provides notice to United Mechanical Inc of any such defect within thirty (30) days after the appearance or discovery of such defect, United Mechanical Inc shall, at its option, repair or replace the defective equipment and/or parts. These warranties do not extend to any equipment and/or parts which has been repaired by others, normal wear and tear (belts, filters, etc.), abused, altered, misused, vandalized, damaged by acts of god. THESE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
6. **LIABILITY.** UMI shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
7. **TAXES.** The price of this proposal does not include duties, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by UMI or, alternatively, shall provide UMI with acceptable tax exemption certificates. UMI shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
8. **DELAYS.** UMI shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond UMI's control, including, but not limited to, acts of God, fire, riots, labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors or delays caused by suppliers or subcontractors of UMI, etc.
9. **COMPLIANCE WITH LAWS.** UMI shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. Licenses and permits of a permanent nature shall be procured and paid for by the Purchaser.
10. **DISPUTES.** All disputes involving more than $15,000 shall be resolved by arbitration in accordance with the rules of the American Arbitration Association. The prevailing party shall recover all legal costs and attorney's fees incurred as a result. Nothing here shall limit any rights under construction lien laws.
11. **INSURANCE.** Insurance coverage in excess of UMI's standard limits will be furnished when requested and required. No credit will be given or premium paid by UMI for insurance afforded by others.
12. **INDEMNITY.** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the-indemnifying Party.
13. **OCCUPATIONAL SAFETY AND HEALTH.** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT.** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.
15. **SALES TAX.** UMI does not hold a Reseller License and cannot collect sales tax on services provided. All stated sales tax amounts are amounts paid by UMI to each particular vendor holding a resellers license. Clients cannot claim sales taxes on any part of this business transaction.

UNITED MECHANICAL

1-866-SERV-UMI (1-866-737-8864) for 24/7/365 Response
2185 Oakland Road, San Jose, CA 95131 | 408-232-9000
6115 State Farm Drive, Unit A1, Rohnert Park, CA 94928 | 707-796-7400
815 Atlantic Ave., Suite 105, Alameda, CA 94501 | 510-735-8001
2945 Ramco St., Suite 105, West Sacramento, CA 95691 | 916-250-1353
CA License #: 828335 | C20, C43, C36, B1, C4

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

KC

From: Ed Villarreal, Director - Maintenance, Operation, and Transportation

Re: Cornerstone Environmental Contractors, Inc., 2021-2022

Date: August 25, 2021

Summary:
Cornerstone Environmental Contractors, Inc., will furnish and install a new pump and motor in the irrigation system for the back turf at Renaissance @ Mathson. They will test the system to ensure that it will properly irrigate the filed.

Recommendation:
Staff recommends that the Board of Trustees approves the contract with Cornerstone Environmental contractors, Inc., for the amount of $2,787.56 for the 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. _____

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: Cornerstone Environmental Contractors, Inc

   Address: P.O. Box 5127 City: Concord State: CA Zip: 94524

   Phone: (925) 299-9255 Email Address: rfowler@cornerstoneenv.com

   SSN: _____ or Fed I.D. #: 77-0423032

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 2021 end date December 31, 2021

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports:

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:

   Provide Replace Defective Pump Drive Motor and Shaft Seal at Mathson Middle 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:** $2,787.56 (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	$2,787.56	MV 8/25/21

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

Cornerstone Environmental Contractors Inc.
Pump Services Division
Mail: P.O. Box 5127
Concord, CA 94524
Deliveries: 4050 Pike Lane, Suite B
Concord, CA 94520
Tel: (925) 299-9225
Fax: (925) 755-8099
http://www.cornerstoneenv.com
CA Lic # 722253 class A/HAZ/C-10/D-21
DIR # 1000011518

Replace Defective Pump Drive Motor and Shaft Seal

Customer:	Alum Rock USD	**Date:**	8/5/2021
Attn:	Mr. Chris Leyva	**Quotation #:**	CECRHQ0828
Phone #:	408-928-6868	**Project name:**	Replace Motor
Fax #:	408-928-6411	**Location:**	San Jose, CA
Cell #:		**Quoted By:**	Ron Harvey
E-Mail:	Chris.leyva@arusd.org	**Email**	rharvey@cornerstoneenv.com
Billing Address:	2930 Gay Ave, San Jose, CA 95127	**Site Address:**	2050 Kamerer Ave, San Jose, Ca

STATION PERFORMANCE: As previously designed by others/No changes proposed

POWER REQUIREMENT: **Power shall be 460 volts, 3 phase, 60 hertz 60 amps**

MODEL DESCRIPTION: **CLTBV-2-15-460-3-200-54** MFG Ser. # 2006259

Site Findings: Existing pump drive motor is damaged internally and is not economically repairable.

Recommendations: We recommend replaceing the pump drive motor with a new motor.

Project Scope:

- Receive signed quote and P.O. from customer
- Order parts and schedule site visit with customer
- Visit site, demo existing motor, deliver to customer for disposal.
- Install new Motor and Pump shaft seal
- Test operate pump station.
- Depart site, work complete.

Additional Materials List:

- **Baldor 215jm pump drive motor**
- **Goulds 3656S pump shaft seal assembly**

Total cost job installed: **$2,787.56**

Installation: Minimum 2-4 calendar weeks notice is required to schedule crews and receive materials depending on materials availability.

Pricing in this quote is valid for 45 days. After 45 days pricing will need to be rechecked and adjusted as necessary.

Terms and Conditions

CHANGE ORDERS:

1. Change Orders initiated by parties outside of Cornerstone, after an order has been entered, may require additional charges to the purchaser regardless of the reason or initiating party. A minimum administrative fee of $ 150.00 will be charged.

    a. Lost engineering and order administration time will be charged to the purchaser at $150.00 per hour.

    b. Purchase orders to vendors perfected by Cornerstone made invalid by the Change Order will incur charges against the purchaser equal to any penalties levied against Cornerstone. To include, re-stocking charges, lost freight charges or return goods freight charges and any vendor administrative costs.

    c. Cornerstone lost design/administrative/manufacturing time will be charged to the purchaser at $110.00 per hour. Additional labor to satisfy the Change Order will be estimated at $110.00 per hour and added to the total Change Order amount.

    d. Materials made unusable or scrapped because of the Change Order will be changed to the purchaser at actual sale value as originally assigned to the job. Replacement materials or goods will be valued as required by the Change Order and be shown in its total.

DELIVERY AND INSTALLATION:

1. All reasonable efforts will be made to meet the requested installation date after the receipt of a signed contract however; Cornerstone will not be liable for delays in installation due to events beyond our control (Crane unavailability or site un-preparedness etc.)
2. Control panel components shipped separately at the Customer's request, are NOT Cornerstones responsibility.
3. Customer will be responsible for having job site readily accessible for removal and installation of materials via Large crane truck. CEC may also need direct access to site for up to two additional service vehicles.
4. Traffic control if required, shall be by others.
5. Quoted site time charges include 1 visit to site for 1 technician for up to an aggregate total of 1 - 10 hour day (including portal to portal travel). If more than this amount of time/visits is required, additional charges of up to $1,250.00 per day per man (plus any needed airfare, hotel, car or other reservation changes) will be assessed if the reasons for need/delay is beyond Cornerstone's control in any way.
6. Customer will be responsible for any engineering, drawings/plans, permits, fees, inspections, plan checks or any other non-quoted governmental/utility costs if required. Cornerstone's appearance for any unforeseen inspections/training etc. will be extra.
7. CEC will be responsible for primary electrical hookup to VFD as descibed above.
8. Customer will be responsible for making all piping connections if required.
9. Customer will be responsible for building modifications (tree/landscaping/roof/fence/lock/door etc. removal & installation) if required.
10. Customer will be responsible for any excavation, trenching, boring, underground plumbing, slab, and concrete work if required.
11. Cornerstone has not visited the site. We are basing our recommendations based on customer reporting from the site. As such, if, once the above repairs are completed, there are other problems which become obvious after the completed repairs, those further problems will not be covered under the scope of this quotation and will be extra.
12. Customer will have a company representative present/available to operate the irrigation/pump controllers as needed to test the installation of the new pump controls.
13. Customer understands that this water system will not be configured to supply potable/domestic water for any use anywhere on site.

WARRANTY:

1. Cornerstone warrants the labor portion of the installation for a period of 90 days. All materials furnished by Cornerstone have their own manufacturer specific warranties and are not further covered by Cornerstone. On Cornerstone's notification by the owner that a specific part has failed, Cornerstone will make every effort to assist the owner in realizing that specific parts warranty coverage however it is up to the owner to pursue said warranty coverage himself. Any trips back to the site to repair or replace defective parts or equipment will be billable to the customer. Cornerstone may be willing (at Cornerstone's choice) to extend other more substantive warranty coverage if the customer desires it, notifies Cornerstone in advance of the start of work and pays whatever extra charge Cornerstone deems necessary to place said warranty in force.
2. This warranty is limited to assisting with obtaining replacement for the defective component by Cornerstone and may not apply to equipment that has been damaged, misapplied, improperly maintained or repaired or has been modified in any way.
3. Regular scheduled maintenance is required to keep the pump station running in top condition. Scheduling and payment for maintenance shall be the responsibility of the owner. Any work performed on the pump station must be provided by a Cornerstone recognized service provider and documentation of all work performed within the warranty period must be on file at the office. Any maintenance or repairs done without the pre-authorization of Cornerstone, or its recognized service providers shall void this warranty.
4. This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Lightning strikes, misapplied or inappropriate in-coming power, improper grounding, vandalism, or any incidental, consequential, or acts of God, (2) repairs or replacements made without the pre-authorization of Cornerstone, or its recognized service

providers, (3) exposure to destructive gaseous or chemical solutions, (4) exposure to water pH levels of less than 6.0 which is typically the result of SO2 burner or sulfuric acid injection, (5) water salinity levels greater than 2000 parts per million, (6) water from a reverse osmosis process plant, (7) unusually high dirt load or abrasives in the water, (8) pumping water not suitable for turf irrigation or (9) pumping fish or other aquatic life.

5. Cornerstone will not accept liability for any costs associated with the removal or replacement of equipment in difficult to access locations including international sites/destinations/travel. This also includes, but is not limited to, the use of cranes, scuba divers, boats/barges, helicopters, special tools, additional personnel or other unusual means. These extraordinary costs shall be borne solely by the owner, regardless of the reason necessitating removal of the product from service.
6. THIS WARRANTY IS ABSOLUTELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF CORNERSTONE.

NO AGENT, EMPLOYEE OR REPRESENTATIVE OF CORNERSTONE HAS ANY AUTHORITY TO BIND CONERSTONE TO AN AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD UNDER THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

POWER SUPPLY:

1. If the supply voltage is not within this acceptable range, the purchaser is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be considered for warranty coverage.
2. The use of generator power is **not** recommended. If a generator is required as a temporary power supply, the owner assumes all risk if there are any damages to the pump station as a result of using a generator.
3. Proper electrical grounding of the pump station is a requirement. Station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

Payment Terms:

1. All purchase orders are subject to acceptance at office in Concord, CA. Receipt of Production deposit, verification of acceptable credit and confirmation of order are required before production. On domestic orders, a **50%** production deposit is required to initiate order with the balance due net 30 days from date of final invoice. For governmental entities a purchase order for the full amount of this proposal satifies the 'production deposit' requirement unless other arrangements are made between the interested parties in advance.
   A. If for any reason the order is canceled prior to installation, the down payment deposit or purchase order may be partially or completely forfeited by customer to cover any charges incurred by Cornerstone to return or cancel materials ordered or to cancel any prepaid services or crew accomodations or any other non-refundable costs. If the deposit does not cover the costs incurred due to a cancelation, Cornerstone reserves the right to require the client to pay those costs upon proof that there is a balance due not covered by the deposit.
   B. The production deposit is not required of public works entities (city, county, state, federal and educational organizations) however item 1A above still applies in full.
2. All payments by credit card subject to 4% surcharge for processing fees.
3. Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.
4. In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed, and the warranty period shall commence, at Cornerstone's warehouse with storage for future shipment. For the purpose of payment, eighty (80) percent of the contract price will be due, payable net 30 days from invoice. The customer will be responsible for storage and handling charges at the factory. A minimum charge of $200 per week will apply, with total storage charges added to the final invoice.

OTHER INFORMATION:

1. Prices valid for forty-five (45) days from the date of this proposal.
2. State and local sales taxes are included in these prices.
3. Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
4. All claims for incorrect deliveries must be submitted in writing to Cornerstone Customer Service within 15 days after receipt of goods.
5. All claims for price discrepancy must be submitted in writing to Cornerstone Customer Service within 60 days after receipt of goods.
6. A completed parts/materials order may not be returned to Cornerstone for credit.

Acceptance Terms:

1. Purchaser hereby agrees that in the event of default in the payment of any amount due, that if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay any and all related attorney's fees, costs of collection including agency, private process server's fees, court costs, etc., incurred and any other costs of collection permitted by the laws governing these transactions.

2. Equipment cancelled before completion will incur restocking charges that will be calculated at time of cancellation. Restocking fees may be the full cost of the pump station depending on the nature of the pump station that is cancelled.
3. Equipment shipped separately from the station, at Purchaser's request, may incur additional freight charges, payable by Purchaser.
4. Delayed deliveries by the customer once equipment is ready to ship, will incur minimum storage charges of $200 per week, added to the final invoice.

ACCEPTED BY:

Company Name: Alum Rock Union Elem. School Dist Signature: [signature]

Print Name: Ed Villarreal Jr Title: Director MOT

Signature Date: 8/25/21 Office phone: 408-928-6872

Facsimile number: 408-928-6411 Mobile number: 408-687-1912

Email: ed.villarreal@arusd.org

Please Return One Signed Copy of This Quotation to Us On Acceptance. We can't get started without it.

Merchandise delivered or shipped is due and payable to: Cornerstone Environmental Contractors Inc P.O. Box 5127, Concord, CA 94524 – Tel: (925) 299-9225 Fax: (925) 755-8099

BILL TO INFORMATION: P.O. #: _____ D.I.R. Prj. #: _____

Company Name: _____ Phone: _____ Fax: _____

Billing Address: _____ City: _____ State: _____ Zip Code: _____

Contact Name (Print): _____ Title: _____

Thank you for the opportunity to quote on your pump station repair and maintenance needs. If you have any questions or require further information, please call us at 925-299-9225 or 209-345-8359.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operations and Transportation

Re: Kern Oil Filter Recycling LLC Contract 2021-2022

Date: August 17, 2021

Summary:
Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's Corporate yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Kern Oil Filter Recycling LLC in the amount of $5,000.00 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Maintenance (School/Dept.) VENDOR NO. 020875

Submitted by: Ed Villarreal

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

   Name of Individual/Company: Kern Oil Filter Recycling LLC

   Address: 2355 Road #192 City: Delano State: CA Zip: 93215

   Phone: (661) 721-8739 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-0727047

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 09/10/2021 end date 06/31/2022

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:

   Kern Oil Filter Recycling LLC will provide annual service for the wash rack, located in the District's Corporate Yard, which includes the removal of the debris and fluids, replace filters and additional related work. This area is used to wash buses and other District vehicles.

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

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

   X b. **Other:** $5,000.00 (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	$5,000.00	E.V. 8/18/2021

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

KERN OIL FILTER RECYCLING, LLC

2355 Road 192 Delano, CA 93215
Phone: (661)721-8739 Fax: (661)725-0654

Revised Environmental Service Bid

- **Oily Water.....$1.50/Gallon**
- **Truck Time: 2 hours at $150.00/HR**
- **Emergency Call Out Fee..... $125.00**
- **E-Manifest Fee..... $25.00**

All waste is manifested accordance to Local, State & Federal regulations

CFR Title 22

Customer Name: Alum Rock Elementary School District

Address: 2930 Gay Ave, San Jose, CA 95127

EPA #: CAL000055406

Authorized by: _____ **Date:** 7/29/21

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

Re: McKinley Elevator Corporation Contract, 2021-2022

Date: August 23, 2021

Summary:
McKinley Elevator Corporation has been a reliable and responsive company that has worked with the district for a few years. The District is required to provide inspections of ADA Lifts as regulated by the State. These lifts are required by law and must be inspected in order to ensure the safety of our students and staff members at various sites district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with McKinley Elevator Corporation in the amount of $7,500.00 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: **McKinley Elevator Corporation**

VENDOR NO: 18744

ADDRESS: 17611 Armstrong Avenue, Irvine, CA 92614

FAX NUMBER:

TELEPHONE NUMBER: 1-888-257-5576

TAX ID NUMBER: 55-0880265

E-Mail: shannon.allee@mckinleyelevator.com

BOARD APPROVAL DATE: September 9, 2021

CONTRACT TERM: From: **September 10, 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 required inspection of all accessible lifts and ADA lifts as regulated by the State 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	$7,500.00

Program Manager/Principal _____ **Date:** 8/17/21

Superintendent _____ **Date:** _____

Fiscal Approval Maria Newton **Date:** 8/18/2021
Accountant

Director of Fiscal Services _____ **Date:** 8/18/21

Asst Supt, Bus Services Kal S **Date:** 8/24/21

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:** $7,500.00 (NTE) FY: 2021 – 2022

McKinley
ELEVATOR
CORPORATION

Scope of Work

Provide service and maintenance on all the ADA lifts district wide. Maintenance includes lubricating, testing and adjusting.

Hourly Rates:
$425.00 for first hour, $191.00 for each additional hour

17811 Armstrong Avenue
Irvine, California 92614
949/261-9244
FAX 949/955-3875

SINCE McKinley 1948
www.mckinleyelevator.com

28301 Industrial Blvd., Suite 5
Hayward, California 94545
510/300-1599
FAX 510/259-1375

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval - San Jose Boiler Works: McCollam School Boiler, 2021-2022

Date: August 23, 2021

Summary:
San Jose Boiler works will repair the Boiler in the Administration and Kindergartener Building at McCollam Elementary School. This is necessary to provide heat to the Administration Building, K1, K2, and Cafeteria.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with San Jose Boiler Works in the amount of $12,802.51 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: **San Jose Boiler Works**

VENDOR NO: 13223

ADDRESS: 1585 Schallenberger Road, San Jose, CA 95131

FAX NUMBER: (408) 295-6365

TELEPHONE NUMBER: (408) 295-5236

TAX ID NUMBER: 94-2296833

E-Mail: lorie@sanjoseboiler.com

BOARD APPROVAL DATE: September 9, 2021

CONTRACT TERM: From: September 10, 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 repair the boiler in the Administration and Kindergartner Building room K1, K2 and Cafeteria at McCollam Elementary School.**

B. Full description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach Scope of work, proposals exhibit and other pertinent documentation.

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8500	000000	450	8131	$12,802.51

Program Manager/Principal _____ **Date:** 8/23/24

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 8/25/2024
Accountant

Director of Fiscal Services _____ **Date:** 8/25/24

Asst Supt, Bus Services _____ **Date:** 8/26/24

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:** $ 12,802.51 (NTE) FY: 2021 – 2022

San Jose BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Contractors License # 307847

Date: 8/5/2021
Quotation #GE-080521-A

Alum Rock School District
Attn: Tom
E-mail: thanh.phu@arusd.org

Re: pump and piping - McCollum

Pat asked me to send you a quote to replace one bad pump and the leaking piping that he looked at last week. This will cover the middle, vertical 2.5" line and the 3" tee and reducers. What we cannot include in this is the one that comes out of the floor. The problem is that the leak is so close to the floor that the repair could cause piping in the floor to start leaking. And that repair would be much more significant. We will make a more thorough examination while we are doing the other work and see if we can determine what can be done and we will provide an additional quote. I am quoting 2 days for 2 men, but if we can finish faster, we will reduce the labor on the invoice. Once the quoted repairs are done, we will re-start the system and re-check for leaks.

Total for materials and labor.....**$12,802.51 including tax**

Work to be performed during normal working hours (M-F/7:30AM-4:00PM) unless otherwise agreed. Please let me know if you have any questions.

Notes: Prices are good for 30 days from the date of this quotation. Beyond that, please call to confirm pricing. Prices do not include installation of equipment, unless otherwise noted. Prices do not include sales tax, unless otherwise noted. If there is any suspicion of asbestos in the area in which we will be working, it must be abated by a certified abatement company before we begin any work. SJBW does not provide pipe and or tank insulating services as part of our installations or repair work. However we can offer a number of companies that perform this type of work in order to save the end user (customer) money and avoid the unnecessary sub contract mark up. Please feel free to contact our office for a list of insulating contractors. Any required permits are not included and are the responsibility of others, unless stated otherwise in this quotation. Payment terms: Net 30 days on approved credit. First-time and large dollar amounts will require 50% or 100% payment prior to release of order, per factory standard policy. If there will be contract documentation, notarization, clearance or other administrative requirements for any quotations, additional fees will be added to the final invoice. The labor portion of this quotation is based on our standard current labor rates. If prevailing wage or certified payroll is required, it may be necessary to revise this quotation depending on the trade classification and or scope of the proposed work and location. For copper pipe installation and repairs, SJBW standard is press connection in lieu of solder wherever appropriate and applicable. If solder joining is requested or required, revisions to the quotation may be needed.

San Jose
BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Sincerely,

Garen Edwards
garen@sanjoseboiler.com

Accepted By: _____

Please Print: ED VILLARREAL Jr

Purchase Order # _____

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 21342

Purchasing Dept. (School/Dept) and the Alum Rock Union Elementary School District (ARUESD), whose address is 2930 Gay Avenue, San Jose, CA 95127, and the following named Contractor wishes to enter a:

☐ **MOU** (negotiated Agreement) ☑ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

* *Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Bluetrition Brands, Inc. DBA: ReadyRefresh

Address: 945 Ames St. City: San Jose State: CA Zip: 95127

Phone: (____) Email: _____

SSN: _____ Fed I.D. #: 94-3027237

CONTRACT TERM: start dates 07/01/2021 end date 06/30/2022

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

Water delivery service along with filtration system services for school sites and D.O at the following rates: 5 gallon water bottles $5.49, hot & cold coolers $2.99, filtration system $34.99-$38.99 per month, professional dispenser cleaning $79.99, delivery fee $7.95

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: Cost to school site or department based on rates listed above.

BUDGET CODE: Various site and departments _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/18/2021

Director of Fiscal Services: _____ Date: 8/19/21

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

Superintendent: _____ Date: _____

Please return contract to your NWNA Sales Manager or mail to: Nestlé Waters North America
Attn: Stephen Lee
Address: 945 Ames St
City: Milpitas CA 95035
Email: Stephen.lee@waters.nestle.com

ReadyRefresh by Nestlé
JUST CLICK AND QUENCH
A Division of Nestle Waters North America Inc.

Nestlé Waters North America Inc. Sales and Service Agreement

Ready Refresh by Nestlé Sales and Service Agreement

This Sales and Service Agreement (the "Agreement") is entered into on the Effective Date (as defined below) by and between Customer (as defined below) and **Nestlé Waters North America Inc.**, ("**NWNA**") a Delaware corporation with its principal place of business at 900 Long Ridge Road, Bldg. 2, Stamford, CT 06902-1138.

Customer: **Alum Rock Union School District**

Location: **2930 Gay Avenue**

Point of Contact: **Maria Martinez**

Effective Date: **7/1/2021**

Expiration Date: **6/30/2022**

Payment Terms: **Net 30 Days**

Created		**Price List**
7/1/2021		
Product Code	**Product**	**Year 1 Price**
253	5 Gallon Nestle Water	$5.49USD
711	Hot & Cold Cooler	$2.99
Filtration	Counter top Stand up	$38.99 $34.99
417	9oz cups	$3.29 per sleeve $39.99 Per Case
866	Professional Dispenser Cleaning (Sanitizing) - Required once Per Year	$79.99
Del Fee		$7.95
	NO LATE FEES	$0.00

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: Voyager Sopris Learning

   Address: 17855 Dallas Pkwy #400 City: Dallas State: TX Zip: 75287

   Phone: (800) 547-6747 Email Address: vslbidscontracts@voyagersopris.cor

   SSN: _____ or Fed I.D. #: 84-0770709

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   On going professional development for Read Well and Language Live curriculum.

   TransMath 3rd edition 1-2 Day package for professional development for teachers. Trans-

   Math is a new math intervention program being piloted at all middle school sites

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:** $2,250/day per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 8 days hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

   X b. **Other:** $1,500/day (describe rate agreement) 18,000 + 15,000 = 33,000

   060-4035-0-5815-00-1110-1000-000000-305-1461

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				33,000		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

VOYAGER SOPRIS LEARNING

Voyager Sopris Learning
Cambium Learning Group, Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number	00106328
Created Date	7/21/2021

Quote To	Anthony Colonna
Phone	(408) 928-6800
Email	anthony.colonna@arusd.net

Bill To Name	Alum Rock Elem School District
Bill To	2930 Gay Ave San Jose, CA 95127 US
Ship To Name	Alum Rock Elem School District
Ship To	2930 Gay Ave San Jose, CA 95127 US

Sales Executive

Renee Clark

(650) 520-4345

renee.clark@voyagersopris.com

Description	Product Code	Quantity	Sales Price	Total Price
TransMath 3E 1-day Virtual Training	373747	5.00	$1,500.00	$7,500.00
TransMath 3rd ed. 10-24 Day Package	347338	4.00	$2,250.00	$9,000.00

Total Price	$16,500.00
S&H	$0.00
Tax	$0.00
Total Due	$16,500.00

Comments

Description: Discounted pricing of $2,250 for in-person days based on 18 total support days between TransMath/Read Well and Language! Live

Requested dates: 8/2, 9/8, 10/6, 11/3, 12/8, 1/12, 2/9, 3/2, 4/13

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

All academic school year licenses begin August 1 and end July 31. Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.
- All Summer licenses begin May 1 and end July 31.

LANGUAGE! Live

Voyager Sopris Learning
Cambium Learning Group, Inc.
Attn: Order Entry Department
17855 Dallas Pkwy, Suite 400
Dallas, Texas 75287
Phone: (800) 547-6747
Fax: (888) 819-7767
Email: CustomerService@voyagersopris.com

Quote Number	00107016
Created Date	7/29/2021
Expiration Date	9/30/2021

Quote To	Anthony Colonna
Phone	(408) 928-8392
Email	anthony.colonna@arusd.org

Bill To Name	Alum Rock Elem School District
Bill To	2930 Gay Ave San Jose, CA 95127 US
Ship To Name	Alum Rock Elem School District
Ship To	2930 Gay Ave San Jose, CA 95127 US

Sales Representative

Lou Gonzalez

(559) 776-8183

lou.gonzalez@lexialearning.com

Description	Product Code	Quantity	Sales Price	Total Price
L! Live 1-day Virtual Training	373595	5.00	$1,500.00	$7,500.00
L! LIVE 10-24 DAY PKG	344057	4.00	$2,250.00	$9,000.00

Total Price	$16,500.00
S&H	$0.00
Tax	$0.00
Total Due	$16,500.00

Comments

Description Alum Rock USD_Lang. Live CA_ 2021-22_ re-newal_Training days only

*Add sales tax for your state (from subtotal) if applicable. Taxes on quote are an estimate only and are subject to change when the order is placed.

Language! Live licenses begin August 1 and end July 31. Licenses may expire at a later date if a multi-year deal is purchased; the expiration date will be noted at the time of receiving the Purchase Order.

- Support Services purchased (days, webinar & virtual hours) will expire 12 months from the received date of the Purchase Order.
- A contact name and email address are required for all products with digital components.
- All Summer licenses begin May 1 and end July 31.

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: Language People Inc.

   Address: PO Box 2635 City: Temecula State: CA Zip: 92593

   Phone: (707) 532-7290 Email Address: LWrench@languagepeople.com

   SSN: n/a or Fed I.D. #: 84-4026580

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   Language People Inc., will provide additional interpretation and translation service in Spanish, Vietnamese and other languages on "as needed" basis to support/increase parent involvement in the Alum Rock Union School District.

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

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

   X b. **Other:** $35,000.00 (describe rate agreement) Special Ed: $27,000.00
   State & Federal: $8,000.00

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-	0000-0-5815-	00-1110-1000-	000000-	305-1140	$27,000.00	
010-	0000-0-5815-	00-1110-1000-	000000-	360-5420	$8,000.00	

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

Fees for Services Agreement

This Agreement for Service shall be between Language People, Inc. and Alum Rock Union Elementary School District (hereinafter "CLIENT").

Service Contact

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

Contact: Sandra Garcia
Title: Director of State & Federal Programs
Email: Sandra.Garcia@arusd.org
Phone: 408 928 6935
Fax: 408 928 6404

Billing Contact

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

Contact: Elisapeta Ugapo
Title: Administrative Assistant State & Federal Programs
Email: Elisapeta.Ugapo@arusd.org
Phone: 408 928 6934
Fax: 408 928 6404

Thank you for contacting Language People, Inc. regarding language services. The quote in this Fee for Services Agreement is valid for 30 days from the time of receipt. Once signed by both parties, this Agreement will become the contract between Language People, Inc. and CLIENT regarding such services for **twelve** (**12**) months from the date signed.

Please note that a signature on this document does not bind or obligate CLIENT to utilize every service listed, but rather simply provides a written understanding that in the event a representative of CLIENT requests any type of service documented here, that financial obligations associated with those requests are understood and agreed to.

Services Provided by Language People, Inc. **Page #**

Face-to-Face Interpretation 2
Over-the-Phone Interpreting (OPI) 3
Document Translation Services 5
Additional Terms & Conditions of Agreement 7

Face-to-Face Interpretation

On-site Interpretation (Face-to-Face):
LP will send interpreters to appointments at the times and locations specified by CLIENT to interpret between staff and their clients. This type of service also includes interpretation of small group meetings where simultaneous or conference interpretation is not necessary. Interpreter's minimum hours shall include travel time from specified beginning location to County's specified address. In no event shall interpreter's minimum hours be less than two (2) hours (interpreting and travel combined).

Spoken Language Interpreters:
Spoken language interpreters assigned to appointments, conferences, etc. greater than two (2) hours in length shall receive a fifteen (15) minute break every two (2) hours.

American Sign Language Interpreters (ASL):
ASL interpreters shall receive a fifteen-minute break after each hour of service. For all ASL appointments beyond one hour, team interpreters must be used (two interpreters). Any exceptions to Teamed Interpreting requirements will be evaluated on a case by case basis by LP dispatchers and consultants and shall only be at the discretion of Language People.

Minimum Appointment: Two Hours
Every appointment will be billed a minimum of two hours. Hours will be billed in hourly increments beyond two hours. A grace period of five minutes at the end of the hour is allowed to "wind up" your appointment. If the appointment continues beyond the grace period, the next billed increment will be charged.

Rates Per Interpreter:
Qualified Interpreter rates are as follows:

1 hour spoken language interpreting (Common):	$90.00*
1 hour spoken language interpreting (Rare):	$100.00**
1 hour ASL interpreting*:	$105.00*
Cancellation Charge (less than 24 hour notice)	Full Charge for Scheduled Appointment
Unscheduled appt. (Less than 24 hour notice)	$35.00 per hour additional*
Weekend or After Business Hours	$35.00 per hour additional*

**Rates are for Medically Tested and Qualified Interpreters. ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

***Rare and/or certified interpreter rates may be higher and vary depending on assigned interpreter, their credentials, and date of availability. These rates will be provided at the time interpreter is scheduled.*

Services are available throughout the US.

Medical Interpreters:
LP Medical interpreters provided to CLIENT are SB853/JC compliant and HIPAA trained and tested interpreters. They are tested and trained Medical Interpreters, with proficiency in Medical Terminology and General Terminology in their languages of service. *ASL Interpreters are RID/NAD/Qualified and tested in ASL and medical terminology.*

Certified Legal Interpreting:
LP Legal interpreters are court-certified and court-qualified linguist professionals who are chosen for each assignment, not only on the basis of their proficiency in both source and target languages, but also in the specialized, field-specific knowledge they possess. Certifications for court appearances and depositions vary from state and federal/supreme court jurisdictions. Rates vary due to the unique situation of each assignment's requirements and must be quoted based on the individual project.

Mileage Charges:
Mileage will be charged for total miles at current IRS published rate for travel to and from your facility.

Customer Support

Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Over-the-Phone Interpreting (OPI)

LP will provide telephone interpreters to CLIENT at the following rates:

Basic Telephone Interpreting:

Weekdays (M-F 8 AM – 6 PM)	**$2.50** per minute
Evenings (6 PM to 8 AM),Weekend & Holidays	**$3.50** per minute
Minimum time charge per call	10 minutes
After-hours Connection Fee (evenings, weekends, holidays)	**$20.00**

Specialty Telephone Interpreting Services:

One-time Customer Set-up Fee	$50.00
Training on Phone System	6 Hours - No Charge
Additional Training/Support	$75.00 per hour

For a complete list of languages available and more information regarding telephone interpreting, refer to the following page or contact your sales associate for more details and options.

Information/Language Identification Cards
LP will provide four copies of Language Identification Cards at no cost. Additional copies are $1.00 each. These helpful cards are used to identify by written word which language an individual recognizes as the written version of the spoken language they wish to communicate in.

Operator Time/Customer Assistance
LP operators can assist in identifying language spoken, or in helping to conference third-parties into the phone system. They can also answer other questions. Time spent with the Operator is charged at the minute rate, and is considered part of the interpretation call. Some questions may be part of the no-cost training on use of the phone system.

Training and Technical Support
LP will provide to Customers up to six hours of introductory training in the use of the telephone system per year, and customers receive up to four hours per year. Additional time is charged at $75.00 per hour.

Customer Support
Our office is available to you 24-Hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Recording Conversations for Client Records
Interpreted phone calls may be recorded and saved upon request of the CLIENT. Call recording requests must be made in advance of the actual interpreted call, and extra fees apply.

Trained Customer Support Representatives
For an additional fee, LP interpreters will be trained in Customer's policies and businesses processes, and perform the task of Customer Support Representatives on behalf of Customer. In this level of service, we answer the telephone and field questions in language exactly as your own customer support representatives would do. Customer can train our staff in the use of their proprietary data collection and customer support tools, so that our staff seamlessly integrates with your own English-speaking customer support staff. This service frees up your personnel

to do other tasks (they do not have to be on the line with our staff, the LP interpreter/CS rep does the work for them).
Please ask your salesperson to provide you with a custom quote for this level of service.

Partial Language List

Language	Rare or Common
Afghani	Common
Albanian	Common
Amharic	Common
Anar Dari	Common
Arabic	Common
Aramaic	Rare
Arbresh	Rare
Armenian	Common
ASL	Common
Assyrian	Common
Bahasa	Common
Bengali	Rare
Berber	Rare
Bosnian	Common
Bulgarian	Common
Burmese (Myanmar)	Rare
Cantonese	Rare
Catalan	Rare
Chamorro	Rare
Croatian	Common
Czech	Common
Danish	Common
Dari	Common
Dutch	Common
Estonian	Common
Ethiopian	Common
Farsi	Common
Fijian Hindi	Rare
Finnish	Common
	Common

Language	Rare or Common
German	Common
Greek	Common
Gujarati	Common
Hakka	Common
Hausa	Common
Hebrew	Common
Hindi	Common
Hmong	Rare
Hungarian	Common
Iilcano	Common
Indonesian	Common
Italian	Common
Japanese	Common
Khmer (Cambodian)	Rare
Kmhu	Common
Korean	Rare
Kurdish	Common
Laotian	Common
Latvian	Rare
Lithuanian	Rare
Malay	Rare
Maltese	Rare
Mandarin	Rare
Marathi	Rare
Mien	Rare
Mongolian	Rare
Nepali	Rare
Nigerian	Common
Oromo	Rare
	Rare

Language	Rare or Common
Romanian	Common
Russian	Common
Samoan	Rare
Scandinavian	Common
Serbo-Croatian	Common
Shanghai	Common
Sindhi	Common
Slavic	Common
Slovak	Common
Somali	Common
Spanish	Common
Swahili	Common
Swedish	Common
Sindhi	Rare
Tagalog	Common
Tahitian	Rare
Taiwanese	Common
Tamil	Common
Telugu	Rare
Thai	Common
Tibetan	Rare
Tigrinya	Common
Toishanese	Common
Tongan	Rare
Turkish	Common
Ukrainian	Common
Urdu	Common
Uzbek	Rare
Vietnamese	Common
	Common

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Flemish		Pampangan		Visayan	
French	Common	Pashto	Common	Wu	Common
French Canadian	Common	Polish	Common	Yiddish	Common
Fukienese	Common	Portuguese	Common	Yogad	Rare

If a language is not listed on this list, it is considered rare.

Document Translation Services

Translators

LP translators are tested, reviewed, and qualified to interpret in the languages in which they work. We match subject matter experts with the terminology requirement of your project and use third party linguists to proofread and ensure the most accurate translation product.

Documents

LP will provide document translation services according to the complete list of languages available (following page). For instance, Spanish is charged at $0.18 cents per word. Other Roman languages (*i.e.,* German, French) will be charged $0.20 based on final word count in "target" language (language translated into). For character-based languages (*i.e.*, Thai, Chinese) charges will be based on English or Roman language word count at $0.20 per word.

LP will accept documents by fax, email or postal mail. Documents will be returned in Word format. It is the client's responsibility to take returned translation from Word into any other graphic product they desire (*i.e.,* PowerPoint, PDF, etc.), or to agree to extra charges for LP to arrange graphics editing for them. Formatting, proofreading and rush deadlines all incur additional charges.

A minimum charge (per project/language) of $100.00 applies for any document below that fee. A charge of $25.00 applies to certificates of attestation and a $15.00 fee for any documents needing notarization. Rush fees apply to all documents requiring less than five business day return time; rush fees are an additional 30% of the project total.

Transcription Services

CLIENT may request written transcription of telephone conversations by our Translation Department. Transcriptions can be provided at a rate of $90.00 per hour of work, which would cover an estimated 6 minutes of (clear) recorded audio.

Formatting and Desktop Publishing

LP can provide additional formatting of documents for an additional $0.04 per word. LP can also provide advanced desktop publishing (graphic design) for a fee of $90.00 per hour. Document formats that LP supports include Microsoft Office® (Word, Excel, PowerPoint), PDF, EPS, Image files (jpeg, tiff), and Adobe® InDesign®. Total charges may vary depending on the length of the assignment.

Website Globalization

LP will provide website translation services according to the complete list of languages available (following page). LP will accept website text by URL, fax, email or postal mail. Text will be returned in Word format. It is the client's responsibility to take returned translation from Word into the actual website, or to agree to extra charges for LP to arrange text for them on the web.

A minimum charge per project of $100.00 applies if word count does not equal this minimum charge. Rush fees apply to all website text projects requiring less than five business day return time; rush fees are an additional 30% of the project total. LP can provide services such as formatting and uploading for a fee of $90.00 per hour; total charges may vary depending on the length of assignment.

Notice and Cancellation Policy

Any project for written translation given to LP will be charged in full as translation begins immediately upon receipt of documents unless document is submitted as a quote request.

Customer Support

Our office is available to you 24-hours a day, 7 days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

**We return all documents in Word 2016 format to support all clients' technology & file format needs, unless otherwise requested.*

Written Translation Language Price List

Language	¢ per word
Afghani	22
Albanian	22
Amharic	22
Anar Dari	22
Arabic	24
Aramaic	24
Arbresh	24
Armenian	22
ASL	N/A
Assyrian	22
Bahasa	24
Bengali	24
Berber	24
Bosnian	24
Bulgarian	22
Burmese (Myanmar)	24
Catalan	24
Chamorro	24
Chinese (Simplified)	20
Chinese (Traditional)	20
Croatian	22
Czech	22
Danish	22
Dari	22
Dutch	24
Estonian	24
Ethiopian	24
Farsi	20
Fijian Hindi	24
Finnish	22
Flemish	22

Language	¢ per word
Georgian	22
German	20
Greek	24
Gujarati	22
Hakka	24
Hausa	24
Hebrew	22
Hindi	20
Hmong	22
Hungarian	22
Iilcano	22
Indonesian	24
Italian	20
Japanese	24
Khmer (Cambodian)	24
Kmhu	24
Korean	28
Kurdish	22
Laotian	22
Latvian	24
Lithuanian	24
Malay	24
Maltese	24
Marathi	24
Mien	24
Mongolian	24
Nepali	24
Nigerian	22
Oromo	24
Pampangan	24
Pashto	20

Language	¢ per word
Romanian	22
Russian	20
Samoan	24
Scandinavian	22
Serbo-Croatian	22
Shanghai	22
Sindhi	22
Slavic	22
Slovak	22
Somali	22
Spanish	18
Swahili	25
Swedish	22
Swiss	22
Tagalog	20
Tahitian	24
Taiwanese	22
Tamil	22
Telugu	24
Thai	20
Tibetan	24
Tigrinya	22
Toishanese	22
Tongan	24
Turkish	22
Ukrainian	22
Urdu	22
Uzbek	24
Vietnamese	24
Visayan	22
Wu	22

French	20	**Polish**	22	**Yiddish**	22
French Canadian	24	**Portuguese**	20	**Yogad**	24
Fukienese	22	**Punjabi**	20	**Yoruba**	24

If you don't see the language you need, please contact LP.

Prices effective Jan. 2020

Additional Terms & Conditions of Agreement

Payment Policy
Subject to credit approval, Language People, Inc. may extend COD or 30-Day credit terms to CLIENT. A deposit may be required, due prior to receipt of product for conference interpretation or legal interpretation services. Invoices will be billed on the date of service and must be paid within stated terms. A late fee equal to 1.5% per month will be charged on any outstanding balances. Language People, Inc. will also be entitled to recover its attorneys' fees expended in any action to collect the amounts owed it. All legal actions to enforce this agreement shall be in the jurisdiction of Riverside County, CA.

Termination of Agreement
Either party may terminate agreement upon a 30 day written notice. In the event of an early termination, Language People, Inc. shall be paid for all services rendered up to the cancellation date.

Business and Trade Secrets
Language People, Inc. interpreter and translator personal information and pricing information in this Agreement shall remain the business and trade secret property of Language People, Inc. except where legally authorized by subpoena or court order, CLIENT shall not contact Language People, Inc. interpreters or translators directly. CLIENT also agrees not to solicit any work directly from Language People, Inc. interpreters or translators without the written consent of Language People, Inc. Language People, Inc., translators and Language People, Inc. administrative staff agree to keep confidential the business and trade secrets of CLIENT. CLIENT shall mark any confidential information shared with the word "CONFIDENTIAL" on all copies of documents. All telephone conversations for CLIENT shall be deemed confidential.

Scope of Work
Where Language People, Inc. shall provide interpretation or translation services to CLIENT, interpreters and translators will not be required to engage in any type of task other than interpreting and translating between CLIENT staff and client unless specifically described in an Addendum to this contract. In providing all other services, CLIENT agrees that Language People, Inc. and its agents are only acting as communication facilitators, and are not in any way providing advice, counsel, or professional help or opinions of any kind regarding the subject matter or meeting topic Language People, Inc. is facilitating.

Availability
Language People, Inc. does not guarantee that on any given date or time its resources will be available to CLIENT, but will always make a good faith effort to provide services that CLIENT requests.

Customer Support
Assistance is available to you 24 hours a day, seven days a week, for last-minute or evening or weekend requests. If you have an urgent request, please call (707) 538-8900 and follow the prompts. If, for some reason, our phone service is disrupted and you cannot reach us at this number, please call our back-up number (800) 873-0595. This number should **ONLY** be used if our main line service is disrupted. Please make sure appropriate staff has this back-up alternate number.

Entire Agreement
This Agreement constitutes the entire agreement among the Parties regarding the subject matter of this Agreement, and no previous statement, promise, agreement, inducement or representation, whether oral or written, shall be of any further force or effect unless expressly set forth herein.

Governing Law
The interpretation and enforcement of this Agreement shall be governed by California law, without regard to the conflicts of law provisions thereof.

Lisa Wrench

Signed:	Lisa Wrench	Signed:	
	Authorized Signature		Authorized Signature
Print Name:	Lisa Wrench	Print Name:	Dr. Hilaria Bauer, Superintendent
	Language People, Inc.		Client Name
Dated:	8/10/21	Dated:	
	08 / 18 / 2021		

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 22390

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: Panorama Education Inc.

Address: 24 School Street Suite #4 City: Boston State: MA Zip: 02108

Phone: (617) 829 - 3651 Email Address: arusso@panoramed.com

SSN: _____ or Fed I.D. #: 90-0995958

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 09/15/2021 end date 06/30/2022

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 District-wide climate and social-emotional learning surveys to students, families and staff at all Alum Rock Union School District Sites for 2021-2022 School Year. Staff training reports and professional development tool are also included in the contract cost.

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:** $ 31,760.00 (describe rate agreement) not to exceed 31,760.00

Budget Code: 060-3010-0-5815-00-1110-1000-000000-360-1190

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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PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Primary Contact Information

Client		Panorama Education, Inc. ("Panorama")	
Client Legal Name ("Client")	Alum Rock Union Elementary School District	*Company Name*	Panorama Education, Inc.
Primary Contact, Title	Sandra Garcia, Director of State and Federal Programs	*Primary Contact, Title*	Aly Russo, Account Director
Billing / Payment Address	2930 Gay Ave.	*Billing Address*	24 School St. Fourth Floor
City / State / Zip	San Jose, CA 95127	*City / State / Zip*	Boston, MA 02108
Email	sandra.garcia@arusd.org	*Email*	arusso@panoramaed.com
Phone	(408) 928-6935	*Phone*	617-829-3651

(1) Description of Services and (2) Fees

Description of Services	Fees	
<u>Annual Licenses:</u> **12-month Panorama Platform License Fee – Full Platform for Grades 4-8** Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. · Student, parent, and staff surveys · Social-emotional learning measures · Community survey · Software license fee includes 20% license fee discount for CORE District Shared Purchasing Agreement Discount **12-month Panorama Platform License Fee – Family and Staff Surveys for Grades TK-3** Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. · Family surveys · Teacher/staff surveys · Software license fee includes 20% license fee discount for CORE District Shared Purchasing Agreement Discount	***Effective Date:***	9/15/2021
	Contract Term: *(From Effective Date)*	<u>9/15/2021-9/14/2022</u>
	Annual License Fee: Full Platform Grades 4-8	$18,700 / year
	Annual License Fee: Family and Staff Surveys Grades TK-3	$ 7,875/ year
	CORE District Shared Purchasing Agreement Discount	(5,315)
	Subtotal License Fee:	**$21,260**

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PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Services: Project Management Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration. · Develop project timeline · Manage setup and administration · Customize configurations · Coordinate rollout of reports **Professional Learning Workshops for CSI and ATS Schools** Give school leaders or other groups of educators in the district strategies and tools to understand, interpret, and take action based on SEL and climate data. Panorama team members facilitate interactive, hands-on engagement with Panorama reports and guide groups through protocols to set goals and plan for action. · Data Inquiry and Action Planning Workshop · School-focused Strategic Coaching Sessions (ongoing)	*Project Management:* *Professional Development:* ***Subtotal Services Fees Over Contract Term:***	$5,000 / year $5,500/ year **$10,500**
	Annual Total: *(Invoiced on Effective Date)* ***Total Over Contract Term:***	$31,760 / year **$31,760**

(3)Agreement

The entire agreement by and between Client and Panorama ("Agreement") consists of (i) the terms set forth in this Service Order ("SO") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("Terms") (iii) Alum Rock Union Elementary School District Independent Contractor Agreement dated 9/15/2021

(4) Supplemental Terms and Conditions (if any)

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PANORAMA EDUCATION – SERVICE ORDER

PANORAMA

Authorization		
By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.		
Client Signature:	Print Name, Title:	Date:
Panorama Signature: Gayle McGuire	Print Name, Title: G.McGuire, CS	Date: 8/19/2021

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Exhibit A

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes, in any

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form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at https://www.panoramaed.com/privacy.

2.5 Data Security and Privacy.

(a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

(b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

(c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

(d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

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Exhibit A

Terms

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisors, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its

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obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and

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expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

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8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal (School/Dept.) VENDOR NO. 20988

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: Reading Partners

   Address: 180 Grand Ave Ste#800 City: Oakland State: CA Zip: 94612

   Phone: (510) 444-9800 Email Address: patricia.obrie'n@readingpartners.org

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   Reading Partners will provide one-on-one reading support utilizing structured curriculum based materials to qualifying students at Aptitud Community Academy, Chavez Elementary and San Antonio Elementary. Reading Partner's services will be provided on-site/ virtually with schedule to be 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:** $_____ (describe rate agreement) Not to exceed $15,000 per site

   Budget Code:060-3010-0-5815-00-1110-1000-000000-360-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
	Master	Contract		$0.00		

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

READING PARTNERS

Program Agreement

This Program Agreement (this "**Agreement**") is made and entered into as of 8/12/2021 ("**Effective Date**") and is between Alum Rock Union School District, a school district located at 2930 Gay Ave, San Jose, CA 95127("**District**") and Reading Partners, a California nonprofit public benefit corporation ("**Reading Partners**").

Background

A. School seeks to provide its students with additional individualized reading intervention and to do this in a way that invests the community in students' achievement.

B. Reading Partners provides structured, evidenced-based, volunteer tutoring programs for students.

C. Reading Partners offers tutoring programs and other literacy resources and services for students and families.

D. The parties desire to enter into this Agreement to develop a relationship between School and Reading Partners in order to establish literacy-related services for the School (the "**Services**") which may be provided on-site at School ("**On-Site Services**") and/or remotely through alternative methods of delivery, such as instruction by online, phone, or other distance learning technology ("**Remote Services**"), as agreed by the parties, to be provided by Reading Partners' staff and volunteers assigned by Reading Partners to provide the applicable Services as part of the Program (defined below) ("**Personnel**").

1. **REPRESENTATIVES**. School designates the individual set forth on **Exhibit A** as "School's Representative" as its initial primary representative with regard to this Agreement ("**School's Representative**"). School's Representative will have the overall responsibility for managing and coordinating School's performance of its obligations under this Agreement and be authorized to act for and on behalf of School with respect to all matters relating to this Agreement. School may change the individual that is the School's Representative on notice to Reading Partners.

2. **RESPONSIBILITIES OF SCHOOL**

a. **Resources for On-Site Services.** School will do the following if and when Reading Partners agrees to provide On-Site Services:

i. Provide a dedicated space on School's campus (the "**Donated Space**"), to be agreed upon by School's administration and Reading Partners, at no charge to Reading Partners, that (1) includes a working phone, Internet connection, and a dedicated space large enough for a Reading Partners reading center (no less than Donated Space requirements specified on **Exhibit A**), and (2) is accessible during School's operating hours for Personnel.

ii. Provide services necessary to maintain the Donated Space in a condition substantially similar to that of other classrooms on School's campus, including janitorial services, maintenance, utilities, and technology support (the "**Donated Services**").

iii. Ensure that Personnel have reasonable access to the resources generally available to School staff, including but not limited to: School-based intranet, School wireless internet networks (e.g.

WiFi), online course platforms, copy machine, school supplies, and an on-site mailbox. These resources may be shared with School staff.

b. **General Program Support.** School will undertake the following responsibilities:

i. Keep Reading Partners reasonably informed about School activities and announcements by providing appropriate and timely access to any relevant School scheduling changes, closures, news, staff bulletins, emails, updates and allowing designated Personnel to attend School staff meetings.

ii. Provide to Reading Partners such student demographic and assessment data as necessary for Reading Partners to (1) determine appropriateness of student placement and guide enrollment in the Program; (2) inform instruction and periodically review student progress; and (3) report in aggregate on student demographics and reading improvement. This data may include parent/guardian contact information, student name and district unique identifier (ID), Individualized Education Program (IEP) status, English Language Learner (ELL) status, and information on student literacy and academic performance ("**School-Provided Student Information**"). If Reading Partners' access to School-Provided Student Information requires the approval of School, School hereby consents to the release of such data to Reading Partners.

iii. Use reasonable efforts to support and assist Reading Partners' efforts to collect parent/guardian permission forms, ensuring a timely and efficient enrollment process.

iv. Coordinate with Reading Partners to conduct brief check-ins between Personnel and School's teachers to survey student progress every 8 weeks or at such other frequency as mutually agreed upon.

v. Offer visibility to Reading Partners by (1) providing Personnel with opportunities (in no event less than once per semester) to present the Program to School staff and the broader School community; (2) including reference to the Program in appropriate School media channels, such as School's newsletter or website; and (3) working with Reading Partners on joint press releases or other announcements and promotion through social media.

vi. Use reasonable efforts to support Reading Partners' efforts to (1) achieve volunteer recruitment goals and (2) achieve its fundraising goals, especially during visits to School from donors and funders.

vii. Ensure that Reading Partners is effectively incorporated into the structure of School's campus and education platforms and that Personnel are appropriately included as partners in student achievement.

viii. Provide Personnel with copies of all applicable school policies and procedures.

ix. Provide Reading Partners with access and support services that are necessary to enable Reading Partners to effectively execute its program. Additional access and service needs are specified in **Exhibit A**.

3. **RESPONSIBILITIES OF READING PARTNERS.** In connection with this Agreement, Reading Partners will use commercially reasonable efforts to undertake the following responsibilities:

a. **Program**

i. Operate a program that provides reading support to qualifying students of School specifically utilizing a Reading Partners-approved program model which may include, but is not limited to, use of a proprietary, evidenced-based curriculum, individualized tutoring, and Reading Partners specific resources, through the agreed upon delivery methods during the days and times specified in **Exhibit A** (the "**Program**").

ii. To the extent mutually agreed upon by the parties or as permitted by this Agreement, provide Remote Services, which may include remote tutoring services via distance learning technologies, video programs, book packages, and other literacy resources, to support qualifying students of School that supplement On-Site Programs or that are provided in place of On-Site Programs when circumstances do not reasonably permit On-Site Programs to be provided.

iii. Work with School's teachers and other School staff to identify and enroll students who could benefit from the Program as defined by Reading Partners target status, to the extent capacity permits.

iv. Work with School staff to determine an appropriate schedule for students to participate in the Program.

v. Ensure that the Personnel are appropriately trained, including any required trainings that the School generally mandates for volunteers and provides to Reading Partners, and receive on-going coaching and support from Reading Partners, as necessary to perform the Program.

vi. Ensure that all recurring On-Site Personnel comply with any School policies and School visitor procedures that are provided in writing in advance by School to Reading Partners.

vii. Conduct certain background checks and medical tests on recurring Personnel, to the extent required by School and any applicable local, state, or federal laws and guidance from relevant public health authorities, including those expressly stated in **Exhibit A**.

viii. Monitor student progress and regularly communicate with School staff about the Program.

ix. At least once per school quarter or semester, as applicable, use reasonable efforts to provide School

administration and staff any requested Reading Partners Information (defined below) related to individual students to the extent permitted by applicable parental/guardian consents as well as on an aggregate and de-identified basis.

x. Support the professional development of Personnel by providing ongoing opportunities, including training, relevant research, and instructional resources.

xi. Provide liability insurance for operations and recurring Personnel with at least US$1 million in coverage and furnish a certificate of said insurance at School's request.

4. **CONFIDENTIALITY AND DATA**

a. **Data Protection**

i. Reading Partners will maintain the confidentiality and privacy of student education records (including School-Provided Student Information) in accordance with applicable law and regulations, specifically the Family Educational Rights and Privacy Act ("**FERPA**") and any applicable state privacy laws. Reading Partners and its authorized representatives acknowledge that they may only use, maintain, and disclose information from student education records (including School-Provided Student Information) in compliance with the requirements and exceptions outlined in FERPA.

ii. Reading Partners will have access to and may use School-Provided Student Information in performance of the Program under this Agreement, all in accordance with this Agreement, subject to applicable law.

iii. School will maintain the confidentiality and privacy of information provided by Reading Partners (including without limitation, any student education records created and maintained by Reading Partners on behalf of School) ("**Reading Partners Information**") in accordance with applicable law and regulations, including FERPA. School and its authorized representatives acknowledge that they may only use and disclose Reading Partners Information for the purposes described in this Agreement and in compliance with FERPA.

b. **Marketing & Communications**. Reading Partners may use School's name and may disclose School's relationship with Reading Partners in advertising, press, promotion, and similar public disclosures, except that such advertising, promotions, or similar public disclosures will not indicate that School in any way endorses any Program without prior written permission from School.

5. **ADDITIONAL TERMS**

a. **Donated Space Safety**. Reading Partners is responsible for the safety of its Personnel in the performance of activities under this Agreement. Therefore, Personnel may not participate in projects that pose undue safety risks. In the event that the safety of using Donated Space is a concern, the Program may be provided through Remote Services.

b. **Strikes.** In order to ensure the safety and well-being of Personnel and, where applicable, AmeriCorps members, Reading Partners reserves the right, at Reading Partners' sole discretion, to suspend its services (including the Program) during a strike involving School or its district's teachers or staff.

c. **AmeriCorps Terms.** The following terms apply when the Program is being delivered as an AmeriCorps program.

i. **Drug-Free Workplace Act**. As a federal grantee, Reading Partners is required by the Drug-Free Work Place Act of 1988 to provide participants of the Program with a drug-free environment.

ii. **AmeriCorps Service Display**. As a grantee of AmeriCorps, Reading Partners must grant permission for Donated Space(s) to display AmeriCorps poster(s) and/or information, where AmeriCorps members are actively serving. School will permit the display of such poster(s) and/or information, if applicable.

iii. **AmeriCorps Prohibited Activities.** As an AmeriCorps grantee, Reading Partners AmeriCorps members and volunteers supported by the program may not engage in certain prohibited activities, as federally mandated in 45CFR § 2520.65. Prohibited activities include:

1. Attempting to influence legislation;

2. Organizing or engaging in protests, petitions, boycotts, or strikes;

3. Assisting, promoting, or deterring union organizing;

4. Impairing existing contracts for services or collective bargaining agreements;

5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

7. Providing a direct benefit to a business organized for profit; a labor union; a partisan political organization;

8. nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative.

d. **Special Education**. Reading Partners is not a related services provider under the Individuals with Disabilities Education Act. Personnel are generally not trained to be providers of special education services. The Program is not meant to take the place of services required under a student's IEP. Reading Partners is therefore not responsible for the implementation of any student's IEP.

e. **Remote Services**. In the event that the safety of using Donated Space is a concern, the Program may be provided through Remote Services. The scope of Remote Services provided will be mutually agreed upon by the School and Reading Partners. Remote Services may include, but are not limited to, tutoring via distance learning technologies, book packages, online literacy resources and phone connections, [RP to complete].

6. **FEES AND PAYMENT**

a. **Fees**. In recognition of the fact that Reading Partners incurs significant expenses to administer and deliver the Program and its supplementary services, and in consideration for providing such services, School will pay, or to cause its applicable school/school district to pay, a fee as described in **Exhibit A**, which is attached hereto and incorporated by reference (the "**Fees**"). The Fees do not include any taxes or other amounts assessed or imposed by any governmental authority. These amounts, if any, are the sole responsibility of School. School acknowledges that the Fees cover only a portion of the cost of providing the Program, and the Program is supported by funds provided by private and governmental contributions. Thus, notwithstanding either party's ability to perform under this Agreement, the Fees are non-refundable.

b. **Invoicing and Payment**. Reading Partners will submit invoice(s) to School and School will pay all Fees in accordance with **Exhibit A**. School will make all payments of Fees via EFT, wire transfer, or check or, subject to additional fees, by credit card. By avoiding the per-transaction fees paid to credit card companies (~4-5% of the total amount); Reading Partners is able to ensure Fees are kept as low as possible. On request, Reading Partners will provide a form that will allow School to make payments of Fees via EFT or wire transfer. Payments by check should be sent to the address on the applicable invoice. If School prefers to use a credit card, School may do so through an online payment process specified by Reading Partners and School will add the applicable transaction fee to the payment when making such payment by making sure the "I'd like to cover the processing fee so 100% of my donation goes to Reading Partners." (or similar) checkbox is checked. If School does not do so, Reading Partners may issue an invoice for the transaction fee.

7. **PROPRIETARY RIGHTS**

a. **Reading Partners Materials**. Any materials provided by Reading Partners to School ("**Materials**") will be used and disclosed solely as required to perform the Program and School's obligations under this Agreement. As between Reading Partners and School, Reading Partners will own the Materials as well as any derivatives or improvements of the Materials developed or derived by or on behalf of Reading Partners or Personnel.

b. **Marking**. School will not remove or alter any proprietary notices on Materials.

8. **TERM AND TERMINATION**

a. **Term.** The initial term of this Agreement will commence on the Effective Date and continue for the duration of School's then-current academic year or for such period stated on **Exhibit A**, unless earlier terminated in accordance with this Agreement (the "**Initial Term**"). Unless otherwise specified on **Exhibit A**, the academic year will be considered to be August 15 through August 14 of the next year. No less than 60 days prior to the end of the Initial Term or then-current Renewal Term, Reading Partners and School will use reasonable efforts to agree to and execute an updated version of **Exhibit A** that will apply to the following academic year (the term of which is a "**Renewal Term**" and all Renewal Terms, if any, together with the Initial Term, the "**Term**") extending the Term or either party may give notice to the other of its intent not to renew this Agreement. If the parties do not agree on a revised Exhibit A before 60 days prior to the end of the Initial Term or then-current Renewal Term, unless the parties mutually agree in writing to extend the negotiation period for the upcoming Renewal Term, this Agreement will expire as of the end of the Initial Term or then-current Renewal Term, as applicable.

b. **Termination**

i. School may terminate this Agreement at any time by providing 60 days' written notice to Reading Partners. If there is an early termination, any Reading Partners services provided under this Agreement (including the Program) will terminate, and the Fees for the Initial Term or then-current Renewal Term, as applicable, will be paid to Reading Partners immediately upon termination (including Fees payable for services that would have been provided during the remainder of the Initial Term or then-current Renewal Term, as applicable, had School not terminated this Agreement).

ii. Either party may terminate this Agreement if the other party materially breaches this Agreement and does not cure that breach within 30 days of written notice from the non-breaching party. Without limitation, any failure by School to timely pay any amounts to be paid under this Agreement will constitute a material breach of this Agreement, and Reading Partners may, without limitation of any of its other rights and remedies available, suspend performance of the Program during any time that School fails to pay any amounts owed to Reading Partners.

iii. On termination or expiration of this Agreement, the following will apply:

1. the parties will cooperate to effect an orderly, efficient, effective, and expeditious termination of the parties' respective activities under this Agreement;

2. Reading Partners will have no obligation to perform any services after the effective date of the termination;

3. School will pay to Reading Partners any Fees and other amounts payable for the Program through the effective date of the termination (if terminated for Reading Partner's breach) or through the end of Initial Term or then-current Renewal Term, as applicable, for any other termination or if the Term expires;

4. School will deliver to Reading Partners all Materials that are in School's possession or control;

5. any and all liabilities accrued prior to the effective date of the termination will survive; and

6. the parties' respective rights and obligations under Sections 4 (CONFIDENTIALITY AND DATA), 7 (PROPRIETARY RIGHTS), 8.b (Termination), 9 (WARRANTIES AND DISCLAIMER), 10 (LIMITATIONS OF LIABILITY) and 11 (MISCELLANEOUS) of this Agreement will survive.

9. **WARRANTIES AND DISCLAIMER**

a. **Mutual Warranties**. Each party represents and warrants to the other that: (i) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such party in accordance with its terms; (ii) no authorization or approval from any third party is required in connection with such party's execution, delivery, or performance of this Agreement; and (iii) the execution, delivery, and performance of this Agreement does not violate the laws of any jurisdiction or any other agreement to which it is a party or by which it is otherwise bound.

b. **Disclaimer**. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 9, READING PARTNERS MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. READING PARTNERS EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT.

10. **LIMITATIONS OF LIABILITY**

a. **Disclaimer of Consequential Damages**. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, READING PARTNERS WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SCHOOL FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED UNDER THIS AGREEMENT, EVEN IF READING PARTNERS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING.

b. **Cap on Liability**. UNDER NO CIRCUMSTANCES WILL READING PARTNERS' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, IN AGGREGATE, EXCEED THE TOTAL AMOUNT PAID BY SCHOOL TO READING PARTNERS IN THE 12 MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE LIABILITY (DETERMINED AS OF THE DATE OF ANY FINAL JUDGMENT IN AN ACTION).

c. **Independent Allocations of Risk**. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS

OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY READING PARTNERS TO SCHOOL AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT. THE LIMITATIONS IN THIS SECTION 10 WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

11. **MISCELLANEOUS**

a. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of California, without reference to its conflicts of law provisions that would result in the application of the laws of another jurisdiction.

b. **Independent Contractor**. It is the express intention of the parties that Reading Partners perform the Program as an independent contractor. Without limiting the generality of the foregoing, neither party is authorized to bind the other party to any liability or obligation or to represent that it has any authority to do so.

c. **Mitigation**. Each party must mitigate the impact of any damage arising out of or related to this Agreement.

d. **Notices**. Any notice required or permitted under this Agreement or required by law must be in writing and must be: (i) delivered in person or (ii) sent by overnight air courier with some sort of tracking mechanism, in each case properly posted and fully prepaid to the appropriate address as set forth below. Either party may change its address for notices by notice to the other party given in accordance with this Section 11.d. Notices will be deemed given at the time of actual delivery in person, three business days after deposit in the mail as set forth above, or one day after delivery to an overnight air courier service.

e. **Waiver**. Any waiver of the provisions of this Agreement or of a party's rights or remedies under this Agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this Agreement or its rights or remedies at any time, will not be construed as a waiver of the party's rights under this Agreement and will not in any way affect the validity of the whole or any part of this Agreement or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this Agreement will not preclude the enforcement by the party of any other right or remedy under this Agreement or that the party is entitled by law to enforce.

f. **Severability**. If any term, condition, or provision in this Agreement is found to be invalid, unlawful, or unenforceable to any extent, the parties will endeavor in good faith to agree to amendments that will preserve, as far as possible, the intentions expressed in this Agreement. If the parties fail to agree on an amendment, the invalid term, condition, or provision will be severed from the remaining terms, conditions, and provisions of this Agreement, which will continue to be valid and enforceable to the fullest extent permitted by law.

g. **Counterparts**. This Agreement may be executed in counterparts, each of which will be deemed to be an original and together will constitute one and the same agreement. This Agreement may also be executed and

delivered by facsimile and such execution and delivery will have the same force and effect of an original document with original signatures.

h. **Headings**. Headings are used in this Agreement for reference only and will not be considered when interpreting this Agreement.

i. **Integration**. This Agreement and all exhibits contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to said subject matter. No terms, provisions, or conditions of any purchase order, acknowledgement, or other business form that either party may use in connection with the transactions contemplated by this Agreement will have any effect on the rights, duties, or obligations of the parties under, or otherwise modify, this Agreement, regardless of any failure of a receiving party to object to these terms, provisions, or conditions. This Agreement may not be amended, except by a writing signed by both parties.

j. **Force Majeure**. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") control, including, but not limited to, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) a natural disaster (fires, explosions, earthquakes, hurricane, flooding, storms, explosions, infestations), epidemic, or pandemic; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order or law; (e) actions, embargoes or blockades in effect on or after the date of this Agreement; (f) action by any governmental authority; (g) national or regional emergency; (h) strikes, labor stoppages or slowdowns or other industrial disturbances; and (i) shortage of adequate power or transportation facilities. The Impacted Party shall use commercially reasonable efforts to give notice to the other party within 30 days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

[Signature Page Follows]

Agreed:

READING PARTNERS	**Alum Rock Union School District**
Patricia O'Brien	
Signature, Executive Director	Signature
Patricia O'Brien	Hilaria Bauer, Ph.D., Superintendent
Print Name	Print Name
7/26/2021	
Date	Date
Address for notices:	*Address for notices:*
Reading Partners 180 Grand Ave., Ste. 800 Oakland, California 94612 ATTN: Legal Department	Alum Rock Union School District 2930 Gay Ave. San Jose, CA 95127

If School's district requires that an authorized signatory of its district sign this Agreement, that signature is set forth below:

Signature

Print Name

Title

Date

EXHIBIT A

- **School Year:** 2021-2022 (the "**Current School Year**")

- **Schools:** Cesar Chavez Elementary School
  2000 Kammerer Ave.
  San Jose, CA 95116

  San Antonio Elementary School
  1721 E. San Antonio St.
  San Jose, CA 95116

  Aptitud Community Academy at Goss
  2475 Van Winkle Ln.
  San Jose, CA 95116

- **District:** Alum Rock Union Elementary School District, 2930 Gay Ave., San Jose, CA 95127

- **School/District's Representative:** Sandra Garcia

- **Program Schedule:** 8am-5pm (local time), Monday through Thursday (excluding days School is closed)

- **Day and month of end of Initial Term** September 10, 2021 – June 30,, 2022

- **In-Kind Donated Contribution:**

  - **Use of the Donated Space for the Current School Year is estimated to be valued at:** $____

  - **Other Contributions:** (Optional) If there are other Donated Services (such as janitorial, maintenance, copies, etc.) that Reading Partners will receive at School during the Current School Year, please feel free to include the estimated annual in-kind value, here: $__ __

  - **Total annual in-kind value:** $___ _

- Additional School/District Responsibilities:

- **Donated Space Requirements:**

  - The Donated Space must be a minimum of ____ square feet and used solely by Reading Partners during the Term.

- **Cash Contribution/Fees:**

  - The total cash amount School is contributing for the Current School Year is: **$15,000 ($10,000 from district funds, $5,000 from school site funds)**

  - The cash contribution is supported through the following funding source: (Please be specific: Name/ Address of entity): _____

- **Program Term (tutor beginning date - tutor ending date):** September 21st 2021- May 31st 2022

- **Payment Arrangement Plan:**
    - **Frequency of payment installments**: Annually
    - **Invoice Date(s)**: 10/1/2021
    - **Invoice Amount**: $45,000
    - **Payment Term**: Net 30 from date of invoice
    - **Please note that invoices will be emailed annually, unless otherwise specified.**
    - **PO or requisition number required on invoices?** Yes X No
    - **PO from district is required before invoicing?** Yes X No
- **Relevant School/District Policies:**
    - **Recurring Personnel background checks requirements**: [None.]
    - **Recurring Personnel medical test requirements**: [None.]
- **Background checks for Recurring Personnel**

  RP Staff: Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the RP staff's state of residence at the time of application, (3) the state in which such RP staff will serve/work (if different from their state of residence), and (4) an FBI criminal history check.

  RP AmeriCorps Members: Four-part criminal history check consisting of: (1) a search of the National Sex Offender Public Website, (2) the RP AmeriCorps state of residence at the time of application, (3) the state in which such RP AmeriCorps will serve/work (if different from their state of residence), and (4) an FBI criminal history check.

  RP Volunteers: Reading Partners will conduct criminal background checks using Live Scan or Sterling Volunteers (in the event a volunteer is unable to be fingerprinted due to two or more attempts resulting in poor quality prints)

- **Financial Contact Information:**

Invoicing:	Payment:
Title:	Title:
Name:	Name:
Address:	Address:
City/State:	City/State:
Zip:	Zip:
Phone:	Phone:
Fax:	Fax:
Email address:	Email address:

* * * *

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal Dept. (School/Dept.) VENDOR NO. 17569

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: San Jose Grail Family Services

   Address: 2003 e. San Antonio St City: San Jose State: CA Zip: 95116

   Phone: (408) 347- 7892 ext. 301 Email Address: _____

   SSN: _____ or Fed I.D. #: 06-1780217

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   G.F.S. pair students with reading tutors and provides parent workshops regarding the importance of reading aloud and sharing stories in the home. Vendor will also provide on-site or virtual services to any TK/K and 1st grade student and their parents at Dorsa and San Antonio Elementary

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

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

   X b. **Other:** $ 10,000 (describe rate agreement) not to exceed $10,000

   Budget code: 060-3010-5815-00-1110-1000-000000-360-1190

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

GFS[SM]
Grail Family Services

Memorandum of Understanding (MOU)
between **Grail Family Services** and
Alum Rock Union Elementary School District
FY 2021-2022

This Memorandum of Understanding (MOU) establishes the working relationship between **Grail Family Services**, a 501(c)(3) entity located at 2003 E. San Antonio Street, San Jose, CA 95116, herein after referred to as **"GFS"** and **Alum Rock Union Elementary School District**, located at 2930 Gay Avenue, San Jose, CA 95127, hereinafter referred to as **"ARUSD"** in the **Yes We Can...READ (Plus) Initiative,** hereinafter referred to as **"YWCR+."**

GFS and **ARUSD** understand that **YWCR+** is continually evolving and, therefore, flexibility is a crucial component in the successful creation and implementation of this initiative. In addition, both recognize the important role of clear communication in determining and carrying out every phase of **YWCR+**.

I. Purpose and Scope

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the implementation of **YWCR+**. This MOU will set forth the principles and procedures to which the agencies will be bound.

YWCR+ is intended to educate parents and caregivers about the importance of reading aloud and sharing stories in the home; to increase lines of communication between parents and teachers; to utilize a variety of volunteers as classroom mentors and to ultimately improve children's reading abilities through consistent exposure to books and read aloud sessions. Because current research shows that early math is as strong a predictor of academic success as literacy, we have added an early math component to YWCR. This means that as a part of the Mentor Sessions, Parent Engagement Workshops, and Family Literacy Nights, participants will receive support in early math concepts through books and activities that introduce skills such as number sense, representation, spatial sense, measurement, patterns, and problem solving. To support this goal, **GFS** and **ARUSD** will fully participate in the planning, delivery and evaluation of **YWCR+**.

The proposed project will serve adults and their children that reside primarily in the Mayfair community of East San José in Santa Clara County. The Mayfair community is a predominately Latino community. Estimates from the 2000 U.S. census show that 80 percent of the population is of Hispanic/Latino origin and 25 percent of the neighborhood's population lives below the poverty line, with a median household income of $36,712. The Mayfair community has been designated as a child poverty zone by Santa Clara County because of the disproportionately high number of children under five living in poverty.

The specific activities relative to the initiative include:

- This project will be implemented during the 2021-2022 school year at two schools part of the ARUSD, Dorsa Elementary and San Antonio Elementary School. The project will be implemented in person, virtually or using a hybrid model, as the situation allows.

- **GFS** staff will train and recruit corporate and community volunteers and match them with kindergarten and selected first grade students attending San Antonio Elementary and Dorsa Elementary School.

- **GFS** will implement six parent workshops at each participating school (San Antonio and Dorsa Elementary). GFS will facilitate these workshops and teachers will participate in order to engage parents in activities that would strengthen communication.

- **GFS** staff and/or in conjunction with community partners such as The San Jose Public Library will implement 4 Family Literacy Nights 2 of which will take place at Dorsa and San Antonio Elementary and the other 2 at a designated public library space.

- Pre and post evaluations will be conducted by **GFS** staff of the corporate volunteers (i.e. receiving community) as a form of measurement.

- Trained volunteer mentors will provide one-on-one read-aloud and math thirty-minute sessions. Each volunteer mentor will work individually with two children once a week for ten to twelve weeks.

- Each ten-week cycle will be conducted once in the fall and once in the spring of the academic school year.

- Scores for student assessments (i-Ready, ESGI, or any other assessment utilized by the school), which are administered at the beginning and at the end of the program will be made available to **GFS** including all domains in reading and math for purposes of assessing program outcomes.

- Both **GFS** and **ARUSD** should ensure that **YWCR+** activities are conducted in compliance with all applicable Federal and State laws, rules, and regulations including Civil Rights issues.

II. Background

GFS fosters the learning and the empowerment of vulnerable families with young children through the delivery of programs that educate, develop leadership skills, and build a sense

of community. Its' vision is to become an incubator of quality, result oriented, programs that educate, develop leadership, and build a sense of community.

Alum Rock is a family-oriented community committed to its children and schools. The City of San José provides a wealth of cultural, recreational, and entertainment activities for all ages in one of the most pleasant climates in the country.

ARUSD schools are neighborhood schools. Classrooms and schools represent the demographics of East San José. Parent involvement, community support, English classes, and health outreach services all contribute to school improvement. Standards-based instructional materials and immaculate campuses make **ARUSD** schools a fine place to work and grow as a teacher.

ARUSD serves a student body rich in racial, ethnic, and cultural diversity. Our curriculum is designed to meet the needs of all students. Professional Development is provided for teachers to assist students in reaching their full potential. The district provides a supplemental instructional program for English Learners as well as programs for gifted students and students with special needs.

ARUSD staff is committed to high expectations of achievement by delivering effective instruction that result in outstanding student performance.

III. Goals of YWCR+

YWCR+, a community based project will:

- Improve the literacy skills of children attending the targeted and identified ARUSD schools
- Improve the early math skills of children attending the targeted ARUSD schools
- Increase parents' engagement in their children's learning activities
- Facilitate meaningful interaction and cultural exchange between low-income children residing in East San José and employees of the corporate sector working in Silicon Valley.

IV. GFS Responsibilities under this MOU

- Serve as the fiscal agent for this project
- Recruit and train all volunteers
- Facilitate volunteer training and prerequisites
- Conduct workshops for adults/parents
- Provide overall project management and leadership
- Chair the YWCR+ Advisory Committee and oversee work therein
- Facilitate feedback reporting to all volunteer/mentors

- Facilitate the reporting of evaluation data to all stakeholders

V. ARUSD Responsibilities under this MOU

- Provide $10,000 to GFS in financial support for YWCR+ to provide materials, facilitation, childcare, and refreshments for the adult/parent engagement workshops.
- Provide for the compensation of teachers when extended duty is required to participate in the parent workshop sessions in support of YWCR+.
- Encourage and support school site participation.
- Make available student assessments (i-Ready, ESGI, or any other assessment utilized by the school), at the beginning of program and at the end of the program including all domains in reading and math for the purpose of assessing program outcomes.
- Make space available at both Dorsa and San Antonio Elementary for mentors to conduct mentoring sessions during school hours and after school hours.
- Make space available at both Dorsa and San Antonio Elementary for GFS staff to conduct Parent Engagement Workshops during school hours and after school hours.
- Make space available at both Dorsa and San Antonio Elementary for Family Literacy Night events.

VI. Shared Decision-Making

GFS and **ARUSD** understand that during the implementation process, innovations may necessitate a divergence from the original implementation/work plan. We agree that **ARUSD** will be notified and be present at the discussions centered on significant program changes and changes that impact the evaluation of **YWCR+**. Changes to the original implementation/work plan need to be negotiated and have full consent of both parties before the changes are implemented. In addition, **GFS** and **ARUSD** agree to communicate with one another regarding any organizational changes that arise, including, but not limited to, changes in key personnel.

VII. Dispute Resolution

This agreement includes a mutual commitment to attempt to resolve any disputes or disagreements that may emerge while working in collaboration. Initially when a dispute occurs, we will use our collaborative skills to adequately problem-solve these issues. However, if we cannot reach consensus, a third party will be asked to help resolve the conflict. Any cost associated with the third party mediation will be borne equally by **GFS** and **ARUSD**.

In the event mediation does not resolve conflict, both parts will agree to dissolve the partnership.

VIII. EFFECTIVE DATE AND SIGNATURE

This MOU shall be effective upon the signature of **GFS** and **ARUSD** authorized personnel. It shall be in force from **September 10, 2021 to June 30, 2022.**

GFS and **ARUSD** indicate agreement with this MOU by their signatures.

Please sign and return one copy of this memorandum of understanding as evidence of your understanding and agreement with the terms and conditions defined herein.

Sandra Garcia
Director, State & Federal Programs,
Alum Rock Union Elementary School District

8/19/21
Date

Dr. Hilaria Bauer
Superintendent,
Alum Rock Union Elementary School District

Date

Veronica Goei,
Executive Director, Grail Family Services

08/11/2021
Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State & Federal (School/Dept.) VENDOR NO. 22493

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: Springboard Collaborative

   Address: 1500 JFK Blvd.Ste.1160 City: Philadelphia State: PA Zip: 19102

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

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 2021 end date June 10, 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:

   Springboard will provide ten (10) week evidence-based literacy program by coaching parents and teachers, providing literacy materials/incentives and consultation. The spring board programs will support a minimum of 3 school serving 105 students in TK -3rd Grade (Fall/spring)-any additional elementary school site can participate in the Master Contract. Services can be provided in person or virtually.

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

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

   X b. **Other:** $ 51,000 (describe rate agreement) $25,500 Fall & Spring 3 sites/105 students per session. additional school $5,000/site +100a student- various coding

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7425-0-5815-	00-1110-1000-	000000	MASTER	Contract	
	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

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SPRINGBOARD COLLABORATIVE
SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (this "**AGREEMENT**") is entered into by **Springboard Collaborative** ("**Springboard**"), a non-profit corporation with its registered office at 2 Penn Center, Suite 1160, 1500 JFK Boulevard, Philadelphia, PA, 19102, and **Alum Rock Union School District** ("**Program Provider**") located at **2930 Gay Avenue, San Jose, CA 95127**.

Background

Springboard closes the literacy gap by closing the gap between home and school. Our best-in-class literacy offerings combine personalized instruction for pre-K through third-graders, workshops training parents to teach reading at home, and professional development for teachers. **Springboard** envisions a world in which all children have the requisite literacy skills to access life opportunities.

Springboard and **Program Provider** hereby agree as follows:

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

2. **Definitions.**

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

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

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

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

   2.5. "**Data System**" means the data management system provided by **Springboard** that tracks and analyzes all of **Springboard's** data throughout the **Springboard Program**, including but not limited to student and family demographic information, student

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reading progress, student and parent attendance, daily family engagement, and educator observations.

2.6. "**Family Workshops**" means interactive training sessions led by **Educators** to train parents, guardians, or care-givers about effective strategies for reading with their student and to permit parents, guardians, or care-givers to share their insights and expertise on their student throughout the **Springboard Program.**

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

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

2.9. **"Professional Development Materials**" means the protocols and written guides developed and delivered by **Springboard** to train **Educators** on data-driven instruction, effective lesson planning, family communication, and facilitation of **Parent Workshops**.

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

2.11. "**Program Materials**" means items provided to **Program Provider** and developed by **Springboard**, including but not limited to, **Curricula**, daily lesson guides, **Professional Development Materials**, and incentive materials for students, parents, educators, and **Program Leader**. Only the **Program Materials** listed in Schedule A of this **AGREEMENT** shall constitute the items definitively provided to **Program Provider** ("Schedule A").

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

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

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

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

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

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

3. Term.

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

4. Scope of Work.

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

4.2. Data Collection.

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

4.3. Confidentiality. Student Data.

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

4.3.2. **Program Provider** permits **Springboard** to disseminate **Student Reading Scores** and student academic information provided by **Program Provider** to directors and employees of **Springboard** for the successful operation of the **Springboard Program**. With the consent of families, **Program Provider** will provide **Student Reading Scores** during the academic school year to **Springboard** as often as the school reading assessment is administered, within seven (7) days of their distribution to families up and until the time a parent or guardian of a student indicates otherwise.

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

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5. Responsibilities of Program Provider.

5.1. Collaboration with Springboard. Program Provider will participate in the **Springboard Program** and make its best effort to support successful implementation. This includes granting program staff access to materials and available resources.

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

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

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

5.5. Student Information. Program Provider will provide to **Springboard** the most current and accurate contact, demographic, and educational information, including whether or not a student has an Individualized Education Program ("IEP"), for student and parent participants. **Program Provider** will share an enrolled student list including baseline **Student Reading Scores** and demographic information in advance of the first day of **Springboard Program**. If available, **Program Provider** will provide information regarding reading levels for enrolled students, for any date on which enrolled student reading levels are assessed.

5.6. Legal/Regulatory Compliance. Program Provider is exclusively responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to the **Program Provider** and this **AGREEMENT**. **Springboard** agrees to comply with all applicable state and federal law relating to student data privacy.

5.7. Supplies and Technology.

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

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

5.8. Additional Responsibilities of Program Provider

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5.8.1. Responsibilities of **Program Provider** specific to the **Springboard Program** support type to be implemented are identified in Schedule A, Schedule B, and Schedule C and are intended to be in addition to those responsibilities outlined in **AGREEMENT**, herein.

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

7. **License of Materials. Springboard** grants to **Program Provider** a non-exclusive, non-transferrable license to use the **Program Materials** for **Program Provider** or its staff/agents until the final day of the **Springboard Program**, including any materials provided in electronic form or computer-readable form, for use only in connection with the **Springboard Program** up to and until such time as **Springboard** decides otherwise. All **Springboard** materials used by **Program Provider** shall contain the **Springboard** name and copyright.

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

9. **Intellectual Property.**

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

9.2. Restrictions. In no event shall **Program Provider** use or permit others to use the **Program Materials** other than as permitted by **Springboard**. In no event may the **Program Materials** be sublicensed, modified, sold or transferred except as agreed to in writing and signed by **Springboard**.

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

9.4. Confidentiality. Business Data. Springboard and **Program Provider** acknowledge that, in the performance of the work or services under this **AGREEMENT** or in contemplation

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thereof, it may be necessary for either party to have access to private or confidential information which may be owned or controlled by the other party, in order for the party to perform its duties under this **AGREEMENT**. **Springboard** and **Program Provider** acknowledge that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the other party, and may violate state or federal law. Accordingly, **Springboard** and **Program Provider** will not disclose or use, either during or after the term of this **AGREEMENT**, any proprietary or confidential information of **Program Provider** or **Springboard** without the other party's prior written permission except to the extent necessary to perform services under this **AGREEMENT**.

9.4.1. Proprietary or confidential information includes:

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

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

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

_____

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

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

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

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10. **Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. **Program Provider's** employees who perform the obligations of **Program Provider** hereunder shall be under the employment and ultimate control, management and supervision of **Program Provider**. **Springboard's** employees who perform the obligations of **Springboard** shall be under the employment and ultimate control, management and supervision of **Springboard**. Nothing herein shall be construed to imply that **Program Provider** and **Springboard** are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

11. **Entire Understanding.** This **AGREEMENT** constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.

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

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

14. **Notices.**

FOR PROGRAM PROVIDER:

Sandra García
Director, State and Federal Programs
Alum Rock School District
2930 Gay Avenue
San Jose, CA 95127
(408)928-6935 office
sandra.garcia@arusd.org

FOR SPRINGBOARD:

Aubrey White
President, Springboard Collaborative
2 Penn Center, Suite 1160
1500 JFK Blvd

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Philadelphia, PA 19102
Phone: (215) 817-3839; Email: a.white@springboardcollaborative.org

15. **Force Majeure.** Neither **Springboard** nor **Program Provider** shall be deemed to have breached any provision of **AGREEMENT** as a result of any delay, failure in performance, or suspension or prevention of the performance of any obligation under **AGREEMENT** resulting directly from events beyond either party's reasonable control including, but not limited to fire; flood; weather events; acts of God or other casualties; the laws or actions of any governmental authority; declaration of state emergency; acts of terrorism; or law enforcement activity. In mutual collaboration, **Springboard** and **Program Provider** will either seek to reschedule any cancelled events at a mutually agreeable date or cancel performance with no penalty if it has not yet been completed.

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

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

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

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

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

ALUM ROCK UNION SCHOOL DISTRICT

_____

_____ By: _____

Date *Dr. Hilaria Bauer, S*uperintendent

SPRINGBOARD COLLABORATIVE

August 19, 2021 By: DocuSigned by: Aubrey White FEC20CA8BC184F3...

Date *Aubrey White, President*

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SCHEDULE A:

SPRINGBOARD PROGRAM MATERIALS

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

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

B. **FELA Resources and Tools**

B.1. Curricula

B.1.1. Springboard will digitally deliver Springboard reading readiness and phonics lessons, Family Workshop slides with facilitator notes for a five-workshop series, presentation notetakers, and Reading Tip Sheets via Google Drive or other digital tool.

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

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

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

B.1.5. Educators will be granted access to **E-books** through a vendor selected by **Springboard** to accommodate **Springboard Program Curricula** with leveled reading materials.

B.2. Program Incentives

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

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

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B.2.3. Program Leader is responsible for receiving **Program Incentives** and maintaining them in a secure place until distribution.

B.2.4. Program Provider is responsible for distributing **Program Incentives** to families in accord with growth goals (Schedule C, section B.3.2.) defined for each student at the outset of programming, and in a timely fashion.

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

C. Additional Springboard Resources

C.1. Not applicable

C.2. Not applicable

C.3. Not applicable

SCHEDULE B:

PAYMENT AND TERM OF SERVICE CONDITIONS

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

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

B. TERM.

B.1. The AGREEMENT shall commence on the later date it is signed by both the **Program Provider** and **Springboard** (the "**Execution Date**") and shall expire 90 days following the end of **Springboard Program** (the "**Expiration Date**"). Both parties may agree to extend the **Expiration Date** of the **AGREEMENT** by an addendum (as specified in **AGREEMENT** § 12).

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

C. PRICING INFORMATION:

C.1. Program Season: Fall 2021
C.2. Total Number of Sites: 3 sites
C.3. Expected Enrollment: 105 students
C.4. Support Package Fee (per Site): $ 5,000
C.5. Student Bundle Fee (per **Expected Enrollment**): $ 100

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C.6. Expected Total Payment: $ 25,500

PRICING INFORMATION:

C.1. Program Season: Winter. Spring 2022
C.2. Total Number of Sites: **3** sites
C.3. Expected Enrollment: **105** students
C.4. Support Package Fee (per Site)**:** $ 5,000
C.5. Student Bundle Fee (per **Expected Enrollment**)**:** $ 100
C.6. Expected Total Payment: $ 25,500

D. ENROLLMENT.

D.1. Expected Enrollment means the number of students projected to register in **Springboard Program(s)** as determined by the parties, as specified in Section C.3 of this Schedule B.

D.2. Program Provider agrees to pay **Student Bundle Fee** as defined in C.5 (Schedule B) per **Expected Enrollment** defined in C.3 (Schedule B). **Program Provider** may request an addendum to reflect **Expected Enrollment** reductions, if reductions exceed 20%. Only requests made in writing, and at least two weeks prior to the first scheduled day of **Springboard Program** will be considered. **Springboard** will evaluate requests on a case basis. **Springboard** reserves the right to reject any request, or apply an adjustment threshold.

D.3. Extra Enrollment means students in excess of **Expected Enrollment** that attend twenty-five percent (25%) or more of the **Springboard Program(s)** as determined by **Springboard**.

D.4. Enrollment means the number of students that attended at least 1 **Springboard Program(s)** session or more of the **Springboard Program(s)** as determined by **Springboard**. For the purposes of **Total Payment** due, **Enrollment** is said to be equal to **Expected Enrollment** upon execution of this **AGREEMENT**, per considerations in D.2 (Schedule B) unless adjusted upward for **Extra Enrollment** as noted in D.5 (Schedule B).

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

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

E.1. Educators: Program Provider hires and compensates Educators for their time in PD, [virtual] home visits/team building huddles, family workshops, student instruction, and PLCs (~75 hours per educator).

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E.2. **Program Leader**: **Program Provider** designates and compensates a **Program Leader** for each **Springboard Program** site to support site **Educators** in implementing the **Springboard Program**. **Springboard** specialists work directly with the **Program Leader(s)** to support implementation.

E.3. Costs associated with digital technology platforms used for implementation, and to ensure that all students have access to requisite technology in **AGREEMENT**, section 5.7.1.

F. PAYMENTS.

F.1. **Total Payment** due from **Program Provider** is **$ 51,000 ,** unless adjusted in accordance with the foregoing paragraph.

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

F.2.1. Upon execution of the **AGREEMENT, Program Provider** will be invoiced for **First Payment** (50% of **Total Payment**) by **Springboard**, which is non-refundable. **First Payment** is required in order for **Program Provider** to gain access to the **Springboard** products and services described in the **AGREEMENT**. This payment shall be delivered to **Springboard** (i) overnight courier or U.S. Priority Mail via certified check or standard check, or (ii) via ACH payment (preferred).

F.2.2. **Program Provider** will be invoiced **Second Payment** for the remaining 50% of **Total Payment** and **Payment Adjustment** on the **Final Day** of **Springboard Program**. **Second Payment** is non-refundable.

F.3. **Consequences of Delinquent Payment - Default**

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

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

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

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

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

SCHEDULE C:

SPRINGBOARD PROGRAM COMPONENTS

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

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

B. **Responsibilities of Springboard**

B.1. FELA Support

B.1.1. Program Management

B.1.1.1. Springboard will furnish dedicated **Springboard Coach**(es) to support implementation of **Springboard Program** based in **FELA Methodology.**

B.1.2.2. Program Provider is responsible for recruiting, hiring and compensating **Program Leader** and **Educators** in accordance with the terms outlined in Schedule B (sections D.1.1. and D.1.2.).

B.1.2.3. Program Provider will select an **Enrollment Coordinator**, who will be responsible for recruiting students to achieve the **Expected Enrollment** target.

B.1.2.4 Enrollment Coordinator will be compensated by **Springboard** with a bonus for each student **Enrollment** at a value defined in a formal offer letter agreement.

B.1.2. Program Planning

B.1.2.1 Springboard Coach will host the initial **Springboard Program** planning meeting.

B.1.2.2 Springboard Coach provides up to 4-hours total of pre-program support with implementation.

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B.1.2.3 Springboard Coach will be available to **Program Provider** for a maximum of 8-hours of in-program coaching during **Springboard Program**.

B.1.2.4 Springboard Coach will host remote **Coaching Sessions** for **Program Leaders.**

B.1.3. Professional Development (PD)

B.1.2.1. Educators and **Program Leader** will attend up to 6-8 hours of virtual **Professional Development** prior to **Springboard Program**.

B.1.2.2. Springboard will grant access to on-demand web-based **Professional Development Materials.**

B.1.2.3. Program Leader will facilitate weekly PLCs using **Springboard** created **Professional Development Materials**.

B.1.2.4. Springboard will provide training to **Enrollment Coordinator** in a 30-minute session delivered virtually.

B.2. Data portal and enrollment communications

B.2.1. Educators and **Program Leader** will access **Curricula** and track **Growth Goals** via **Data System**.

B.2.2. Springboard provides credentials for **Springboard Connect** to enrolled families for the duration of **Springboard Program**.

B.2.3. Program Provider receives an **Impact Report**, which details site accomplishments including registration, attendance, **Program Incentives** earned, and growth goals met, at a scheduled date after the final day of **Springboard Program**.

B.2.4. Program Provider will be responsible for prompt submission of student attendance and assessment data into **Data System.**

C. Additional Springboard Resources

C.1. Not applicable

C.2. Not applicable

C.3. Not applicable

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: Fresh Lifelines for Youth(FLY)

   Address: 568 Valley Way City: Milpitas State: CA Zip: 95035

   Phone: (408)263-2630 Email Address: susie@flyprogram.org

   SSN: _____ or Fed I.D. #: 52-2234595

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10 , 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:

   Fresh Lifelines for Youth, Inc.(FLY) will provide law-related education and case management to identified 7th or 8th grade middle school students at selected middle school sites. FLY will also provide case management services to a limited number of 7th & 8th grade students who are identified by the school as being at risk of suspension

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

   10-0000-0-5815-00-0000-3130-000000-340-7221

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				Zero Cost		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Fresh Lifelines for Youth

Scope of Services

This Memorandum of Understanding provides a framework for Fresh Lifelines for Youth, Inc., ("FLY") and Alum Rock Union Elementary School District, including Renaissance Academy at Fischer, Renaissance Academy at Mathson, Ocala Middle School, and Aptitud Community Academy at Goss to work together toward the mutual goal of providing maximum available assistance to students of said school. Given that staff at Alum Rock Union Elementary School District, including Renaissance Academy at Fischer, Renaissance Academy at Mathson, Ocala Middle School, and Aptitud Community Academy at Goss would like additional services for youth at risk of not completing 8th grade or at risk of school push-out, both agencies believe that implementation of this proposal, as described herein, will further this goal. To this end, each agency agrees to participate in furthering law-related education and case management services through FLY's Middle School Program.

General Description of Arrangements between Agencies

Based upon available funding, Fresh Lifelines For Youth, Inc. shall provide a law-related education course for 7th or 8th grade youth attending Renaissance Academy at Fischer, Renaissance Academy at Mathson, Ocala Middle School, and Aptitud Community Academy at Goss, as agreed upon by the said school's administration and FLY staff. The law course will provide youth with practical information about laws relevant to their daily lives, a positive experience with the law and legal actors, an environment that fosters the cultivation of skills essential for positive youth development, and links to social services. FLY will provide case management services to a limited number of 7th and 8th grade students who are identified by the school as being at risk of suspension or expulsion.

Renaissance Academy at Fischer, Renaissance Academy at Mathson, Ocala Middle School, and Aptitud Community Academy at Goss shall provide designated school time/period for the delivery of the 8 to 12 week-long Middle School Law Program and the provision of classrooms at no cost to FLY. Renaissance Academy at Fischer, Renaissance Academy at Mathson, Ocala Middle School, and Aptitud Community Academy at Goss will identify and refer a limited number of 7th or 8th grade students to receive one-on-one case FLY case management, and provide FLY, at no cost, space to meet with the student.

FLY will use its own evaluation tools which include but are not limited to worksheets to assess the student's knowledge, skills, attitudes, and behaviors, and exit interviews Renaissance Academy at Fischer, Renaissance Academy at Mathson, Ocala Middle School, and Aptitud Community Academy at Goss will respect the confidentiality of the student's responses.

FLY will contribute to a network preventing school push-out. This includes but is not limited to FLY Program Staff and appropriate school administrators/contacts attending collaborative

meetings to share information about youth as well as receive input on additional services and planning that could assist youth and their families. Additionally, consistent with FLY's model of case management, school administrators agree to consider alternatives to disciplinary actions that result in school push-out, such as suspension or expulsion, for the first 3-4 months of a student's case management services. FLY will participate in meetings to discuss alternatives. This time allows FLY's program model to positively impact a student's behavior and connection to learning. These reflective meetings will also include strategies to best support truant students with reconnecting to their school.

FLY and SERVICE LOCATIONS may need to make adjustments to their services during the year in order to comply with distance learning, in-person schooling, or hybrid models, based on the overall school delivery model as established by Alum Rock Union School District. Adjustments to these activities could include but are not limited to providing virtual/online LRE curriculum.

During the COVID-19 outbreak, FLY and SERVICE LOCATIONS aim to continue services while minimizing the risk of viral transmission by implementing enhanced safety measures based on recommendations by county officials, CDC and State of California.

Time Frame of Agreement

The time frame of this agreement will commence on September 10, 2021 through June 30, 2022.

Protocol if MOU is Not Being Met

Any adjustments to this MOU must be mutually agreed upon and in writing. Any Partner may terminate their participation in the MOU by providing written notice to the other Partner. If funding is not available for all or part of projected services, then the MOU will be revised or cancelled.

We, the undersigned, as authorized representatives of Fresh Lifelines for Youth, Inc. and Alum Rock Union Elementary School District, do hereby approve this document.

Accepted by:

Susie M Rivera

Susie Rivera (authorized signatory) Date: 08 / 23 / 2021

Vice President of Youth Voice and

Executive Director of Santa Clara County

Fresh Lifelines for Youth

_____

Alum Rock Union Elementary School District Date: _____

Hilaria Bauer, Ph.D. (authorized signatory)

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: The Health Trust, (THT) Family Support Services

   Address: 1400 Parkmoor Ave City: San Jose State: CA Zip: 95126

   Phone: (401)961-9818 Email Address: jorgew@healthtrust.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 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:

   THT will meet with families with chidlren 0-5 years old at school campus, who are homeless or on the verge of homelessness. To provide housing services and referral to other agengies. Participate in staff meetings, outreach and other school events. Services are available to all ARUSD families. Services can be offered virtual 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.

   _____ b. **Other:** $0 (describe rate agreement) No cost to district

   010-0000-0-5815-00-0000-3130-000000-340-7221

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

HEALTHTrust

Scope of work

Description of services at school campus:-

Meeting with the families with children between (0-5 yrs.') at school campus who is homeless or on the verge of homelessness to provide housing services and referral to other agencies for their other needs. Service can be provided remotely or in person. FSS would able to participate in the quarterly meeting and outreach at the school event.

Cost: - Free

Duration of job: - 2 hours max. Per visit

Terms and condition: - To provide services at school campus,

Need space to demonstrate the assessment with families.

Participate in the meeting to be aware of the current issues and challanges

Staff:-

Babita Kumari (PM)

Roxana Mendoza (FSS)

Hanh Huynh (FSS)

Diana Ramos (FSS)

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 013882

Submitted by: 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: YMCA of Silicon Valley-Project Cornerstone

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

   Phone: (408) 351-6482 Email Address: ziem@projectcornerstone.org

   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:

   Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including bullying prevention at school sites wishing to participate. Services may be delivered virtually if necessary.

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

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

   X b. **Other:** $ 10,000.00 (describe rate agreement) Flat Rate

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	3130	000000	340	5210	$10,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROJECT CORNERSTONE
A YMCA of Silicon Valley Initiative

Memorandum of Understanding

YMCA of Silicon Valley Project Cornerstone & Alum Rock Union School District
School Partnership Agreement
July 2021 – June 2022

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and the Alum Rock Union School District (ARUSD) regarding implementation of the Project Cornerstone School Partnership during the period of July 2021 – June 2022.

Project Cornerstone will continue to collaborate with school partners while adhering to current federal, state, and county COVID guidelines, including those prescribed for parents, non-staff, and volunteers in an on- and/or off-campus function/role/position. Content for training, workshops, programs, and services may be modified, and delivery may include any of the following: in-person, on-line, or a hybrid of both, as agreed upon by the school partner and Project Cornerstone.

Project Cornerstone will support ARUSD's efforts to provide a positive school climate with social and emotional learning support for all of its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth succeed and thrive:

1. Use of Resources:
    a. Project Cornerstone will assign the School Partnerships Director or Executive Director to provide service coordination.
    b. ARUSD will assign a liaison to coordinate services.
    c. ARUSD will provide space for services and programs at no cost to Project Cornerstone.

2. Payment and Service Report Terms:
    a. ARUSD will pay Project Cornerstone $10,000 due August 5, 2021.
    b. Project Cornerstone will submit an end-of-year report on services provided by mid-June 2022.

3. Coordination and Delivery of Services from the Project Cornerstone "menu" *may* include services/programs such as the following, depending on ARUSD's needs/calendar and Project Cornerstone's staffing capacity/calendar:
    a. Training and coaching to school site staff on Developmental Assets/Developmental Relationships (e.g., caring school climate, service to others, positive adult role models, and school engagement) and their link to greater academic achievement and Social and Emotional Learning.

    b. Parent Education workshops on topics such as Developmental Assets, Developmental Relationships, bullying prevention, strengthening relationships, understanding adolescents, and supporting youth at school and home in the areas of stress management, talking about current events/race, racism, and equity.

    c. ***Take It Personally*** educational workshop series in the district for parents/adults: These workshops are 90 minutes each for six weeks. This MOU does not cover the $20 per participant cost of the workbook and other materials. Project Cornerstone is open to exploring ways to address this, such as: asking participants for a suggested donation, or invoicing ARUSD separately while not asking participants, or accepting a donation in any amount from ARUSD.

    d. At elementary school sites: ***Bilingual Pre-School/Transitional Kindergarten (PK/TK)***, ***Asset Building Champions (ABC)***, and/or ***Los Dichos*** program(s), including the 2021-22 curriculum, training, and support.

e. At middle school sites: ***Middle School SEL (Social and Emotional Learning) Program*** including the 2021-22 curriculum, training, and support. Other middle school asset building activities may also be supported.

f. *Half-day student workshop, ***Expect Respect***, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of the school's faculty/adult advisor.
**Note that this is dependent on Project Cornerstone's funding and ability to bring back furloughed staff to lead Expect Respect workshops.*

g. Additional services may be provided based on availability and staff capacity.

4. Insurance
The YMCA of Silicon Valley (YMCA) will maintain for the duration of this agreement insurance against claims for injuries to person or damages to property which may arise from the YMCA, its agents, representatives, employees, or subcontractors.

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

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

6. Application Law
This Agreement represents the entire understanding of the parties and it is under jurisdiction and subject of the State of California.

7. 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 thirty (30) days after written notice thereof is sent to the other party.

YMCA of Silicon Valley Project Cornerstone	Alum Rock Union School District
SBWalker	
Authorized Signature	Authorized Signature
Sandy Berlin Walker	Dr. Hilaria Bauer
Printed Name	Printed Name
President and CEO	Superintendent
Title	Title
7-6-21	8/17/2021
Date	Date

INVOICE

DATE: 7/2/2021
INVOICE #: 557686
TERMS: Net 30
FOR:

Bill To: ALUM ROCK UNION SCHOOL DIST
2930 Gay Avenue
San Jose CA 95127

DESCRIPTION	TOTAL
Project Cornerstone Training & Technical Assistance FY 21-22	$10,000.00
TOTAL	**$10,000.00**

Special Instructions:

1. Make all checks payable to: **YMCA Of Silicon Valley**
2. Mail payment to:

   ATTN: Finance Dept

   80 Saratoga Ave

   Santa Clara CA 95051
3. If you have any questions concerning this invoice, please contact our finance department at (408)-351-6400 or email us at ar@ymcasv.org

To help us save trees, contact our billing department to set e-mail as your preferred delivery method.

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, MOT Director

Re: Approve Contract with Zum Services Inc.

Date: August 17, 2021

Background: The District desires to pilot and provide alternative transportation services to its students. Zum Services, Inc. is currently partners with over 130 school Districts transporting special needs students. Their drivers are finger printed and background checked, while all vehicles are highly maintained and certified to meet state and federal regulations. Other benefits may include reduced time students spend in car, real time tracking and ride-sharing technology keeps everyone informed, and cost savings for the District.

Recommendation: Staff recommends the Board of Trustees approve a-three (3) year contract with Zum Services, Inc. for the 2021-2022 through 2023-2024 school years in the amount of $60,000 per year.

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance, Operations and Transportation (School/Dept.) VENDOR NO. 23116

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: Zum Services, Inc.

   Address: 275 Shoreline Dr. Suite 200 City: Redwood City State: CA Zip: 94065

   Phone: (408) 799-3983 Email Address: pwessels@ridezum.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 08/19/2021 end date 07/31/2022

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:

   Alternative transportation for Special Needs, foster youth and McKinney Vento students to and from school for the 2021-2022 school year and for the 2022 extended 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:** $_____ (describe rate agreement) per mileage per cost work sheet

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	3600	000000	470	3270	$60,000.00	M.P. 8/19/21

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

Zūm

Renewal Overview

Account Name:	Alum Rock Union School District
Renewal Date:	7/28/2021
School Year:	2021 - 2022
Contact:	Paula Wessels

Pricing Model			
Vehicle Type	**# of Pax**	**Base Rate**	**Per Mile Rate**
Sedan	1-4	$34.25	$3.50
SUV	1-6	$72.00	$6.05
Wheelchair Van	1-2	$92.00	$2.75
Carpool Fee		$10.50 per pick up	
Equipment Fee - car seat, harness, booster & buckleguard		$5.25 per student / ride	

Disclaimer:

(a) Base Rate is per trip, not daily/hourly basis

(b) A trip is defined as a one-way transportation event. Examples might include; home-to-school in the AM, a mid-day trip, or from school-to-home in the PM. The total number of trips a district is charged for is arrived at by adding together each one-way trip

(c) Mileages are rounded up to the nearest whole mileage

(d) If there are any requirements such as Seizure training, Medical training, TB Testing, etc and/or fingerprints or drug test beyond the state level, pricing is subject to change

(e) If there are any requests for increased insurance premiums beyond current coverage, pricing is subject to change

(f) Passenger Counts: situations like COVID-19 Pandemic may impose social distancing restrictions and limit the seating capacity listed above as per the prevailing government or schools rules/guidelines

(g) Vehicles deployed will be based on supply availablity. District will be billed rates on appropriate vehicle types outlined above

(h) Car Seat and Harness Rides will be billed at the SUV rate

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 020681

Early Learning (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: New Teacher Center

Address: 1205 Pacific Ave City: Santa Cruz State: CA Zip: 95060

Phone: (831) 600-2258 Email: ktripathy@newteachercenter.org

SSN: _____ Fed I.D. #: 26-2427526

CONTRACT TERM: start dates August 14, 2020 end date December 31, 2021

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

PROVIDE SERVICES TO ENHANCE THE CLASSROOM PRACTICE OF ALUM ROCK'S TK TEACHERS TO IMPROVE STUDENT OUTCOMES AND SUPPORT THE EVOLUTION OF THE EARLY LEARNING SYSTEMS AND STRUCTURES IN THE DISTRICT.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ZERO COST

Describe other related costs: _____

BUDGET CODE: N/A 010-0000-0-5815-00- 1110-2700-000000-065-5070
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Dr. Rianna J. Ballesteros Date: 9/1/2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

ADDENDUM NO.1 TO EXTEND CONTRACT C216052 PROVIDE SERVICES TO ENHANCE THE CLASSROOM PRACTICE OF ALUM ROCK'S TK TEACHERS TO IMPROVE STUDENT OUTCOMES AND SUPPORT THE EVOLUTION OF THE EARLY LEARNING SYSTEMS AND STRUCTURES IN THE DISTRICT.

AGREEMENT

This Agreement is entered into by and between the Alum Rock Union Elementary School District, hereinafter referred to as "District", and

New Teacher Center

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 five (5) months from August 14, 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 District under this contract.

IV
COMPENSATION

Vendor shall be compensated for the performance of its obligations zero dollars ($0.00) under this Agreement as specified in the executed Vendor Documents, incorporated herein by reference.

DocuSign Envelope ID: A287A507-E91B-40B3-AB13-5B9507A37255

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 weekly 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: DocuSigned by: 71AF6A18B6E947C...	Signature:
Name: Arthur Mills IV	Name: Dr. Hilaria Bauer
Title: Chief Operating Officer	Title: Superintendent
Date: 8/15/2021	Date:

Company Name: New Teacher Center

DocuSign Envelope ID: A287A507-E91B-40B3-AB13-5B9507A37255

CHANGE ORDER NO. 1040

Customer Name: Alum Rock Union Elementary School District
Customer Contact:
Purchase Order # (if applicable):
Line of Business: EL

This document is a Change Order, effective August 11, 2021 between New Teacher Center ("NTC") and Alum Rock School District to modify the existing agreement 50475 FY21 Alum Rock Union Elementary School District TI, executed on August 13, 2020. The specifics of this change order are detailed below. All terms and conditions in the Agreement remain in effect.

MODIFIED CONTRACT TIMELINE

Original Contract Timeline	August 14, 2020-June 30, 2021
Revised Contract Timeline	August 14, 2020-December 31, 2021

Agreed and confirmed as of the date stated above in this Change Order:

New Teacher Center

By: DocuSigned by: Arthur Mills IV 71AF6A18B6E947C...

Name: Arthur Mills IV

Title: Chief Operating Officer

Date: 8/15/2021

Alum Rock Union Elementary School District

By: _____

Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

NTC Assigned Fund Number: 50475