ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
October 14, 2021

Thursday, October 14, 2021
REGULAR BOARD MEETING AMENDED AGENDA

Type: REGULAR BOARD MEETING AMENDED AGENDA
Time: 5:30 p.m.
Code: Regular #08-21/22

PURSUANT TO GOVERNOR GAVIN NEWSOM'S EXECUTIVE ORDERS NO.N-08-21 dated June 11, 2021 and Assembly Bill 361, The October 14, 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/85613918967
One tap mobile
+16699006833, Meeting ID:856 1391 8967# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. SUPERINTENDENT / BOARD BUSINESS--BOARD DISCUSSION AND/OR ACTION (The Board may take action on any item in this section, unless it is designated for information only.)

4.01 Discussion/Consideration to Approve Resolution #12-21/22 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Brown Act For The Period October 14 – November 13, 2021.

4.02 Approve the District Governance Handbook.

4.03 District Energy Savings Solar Power Agreement Follow up (Information Only).

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

5.01 Approve Contract for Legal Services with Dannis Woliver Kelly (DWK).

5.02 Information Only: Update on the Bond Program.

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

6.01 Approve Quarterly Report on Williams Uniform Complaints.

6.02 Learning Communities for Schools Success Program (LCSSP) (Information Only).

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

7.01 Approve/Ratify Tentative Agreement Between The Alum Rock Union Elementary School District and the California School Employees Association (CSEA), Chapter# 305, for the period of July 1, 2020 – June 30, 2023.

7.02 Approve Classified Substitute Pay Rates Effective 11-15-2021.

7.03 Resignations (Information Only).

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

8.01 Approve the AON Contract with an annual fee of $206,000 for broker services and $50,000 for safety consultant services. Submitted by: Business Services, $256,000 dollars.

8.02 Approve the Psyched Services Contract for the 2021-2022 SY. Psyched Services will conduct psychoeducational evaluations for students requiring initial or triennial evaluations at several sites within ARUSD. Submitted by: Special Education, $350,000 dollars.

8.03 Approve the Sourcewell Piggyback Contract Bid #060618-EFM for the purchase of nine (9) maintenance vehicles through Enterprise Fleet Management. Submitted by: Maintenance, Operations & Transportation, $435,629 dollars.

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

9.01 Approve the Contract Extension for the 2020-2021 SY with AchieveKids; a new student moved into the Alum Rock district boundry with NPS placement needs. Submitted by: Special Education, increase in the amount of $103,131 dollars.

9.02 Approve the Contract Extension for the 2020-2021 SY with Maxim Healthcare Staffing for Behavior Tech. services. Submitted by: Special Education, increase in the amount of $357,000 dollars.

9.03 Approve the Contract Extension for the 2021-2022 with Think Together for additional school day support to address learning loss for identified TK-1st grade students districtwide beginning at nine (9) elementary schools. Submitted by: State & Federal Programs, increase in the amount of $292,500 dollars.

9.04 Approve the Contract Extension for the 2020-2021 SY with Sunbelt Staffing to add a school psychologist who will assess students at various sites within ARUSD. Submitted by: Special Education, increase in the amount of $38,285 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 dates: August 31, 2021, Special Board Meeting, September 9, 2021, Regular Board Meeting and September 21, 2021, Special Board Meeting.

10.02 Approve Acceptance of Donations.

10.03 Approve Fundraising Activities.

10.04 Approve Acceptance of Vendor & Payroll Warrants.

10.05 Approve Contracts for Professional Services -Firms/Organizations.

10.06 Approve Resolution No. 11-20/21 Inventory Disposal.

10.07 Approve/Ratify Notices of Employment and Changes of Status/October 14, 2021.

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

10.09 Approve the School-Sponsored Field Trip.

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 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Gov. Code Section 54956.9: Two (2) potential cases.

11.04 CONFERENCE WITH LEGAL COUNSEL—PENDING LITIGATION Litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: Alum Rock Union Elem. School District v. Del Terra Real Estate Services, Inc. (San Mateo County Superior Court Case No. 20-CIV-02466); CTG Construction, Inc. v. Alum Rock Union Elem. School District v. Del Terra Real Estate Services, Inc. (Santa Clara County Superior Court Case No. 20CV367630):

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

12. 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 November 18, 2021 (2021-22 School Year).

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

4.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: On September 16, 2021, Gov. Gavin signed Assembly Bill 361 into law which amends the Brown Act to allow fully virtual board meetings during a state of emergency. Generally, AB 361 allows virtual board meetings through January 1, 2024, if the Board holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing. (Currently, both of those conditions are satisfied in Santa Clara County.)

If the Board desires to continue to hold meetings virtually at this time then it must conduct meetings in accordance with the requirements of AB 361. Board agendas and agendas for the District's Brown Act committees (including, for example, the Bond Oversight Committee) must still be posted under the appropriate timelines: 72 hours in advance for a regular board meeting, and 24 hours in advance for a special board meeting. The agenda must include the meeting (zoom) link or dial-in, so that members of the public may access the meeting. Members of the public must be allowed to address the board in real-time during the meeting; the Board cannot require public comments to be submitted in advance. The Board must allow a reasonable amount of time for public comment per agenda item (a practice which this Board already follows). Also, in the event the Board or other meeting broadcast is disrupted, or if a technical issue within the District disrupts public comment, the board/committee cannot take any further action on the agenda until the technical issue is resolved.

In accordance with AB 361, the Board must make the requisite findings every 30 days that 1) the board has reconsidered the circumstances of the state of emergency and 2) the state of emergency continues to directly impact the ability of the members to meet safely in person or state or local officials continue to impose or recommend measures to promote social distancing.

The proposed resolution includes these required findings. The Board is respectfully asked to consider approving the attached Resolution. If the Resolution does not pass by majority vote, then all meetings must immediately return to full in-person participation and public access.

Approve

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

To the Board of Trustees: Meeting: October 14, 2021

Regular Board Meeting

Approve

4.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 12-21/22

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE BOARD AND BOARD AND DISTRICT COMMITTEES SUBJECT TO THE BROWN ACT FOR THE PERIOD OCTOBER 14 – NOVEMBER 13, 2021

WHEREAS, the Alum Rock Union Elementary School District ("District") is committed to preserving and nurturing public and community access and participation in Board meetings; and

WHEREAS, all meetings of the Board are open and public, as required by the Ralph M. Brown Act (Cal. Gov. Code 54950 – 54963), so that any member of the public may attend, participate, and watch the District's Board and Brown Act committees conduct their business; and

WHEREAS, the Brown Act, Government Code section 54953(e), makes provision for remote teleconferencing participation in meetings by members of a legislative body, without compliance with the requirements of Government Code section 54953(b)(3), subject to the existence of certain conditions; and

WHEREAS, pursuant to Government Code section 54953, "teleconference" means "a meeting of a legislative body, the members of which are in different locations, connected by electronic means, through either audio or video, or both", which includes Zoom and similar virtual platforms;

WHEREAS, the required conditions for remote teleconferencing pursuant to Government Code section 54953(e) include that a state of emergency is declared by the Governor pursuant to Government Code section 8625, and that state or local officials have imposed or recommended measures to promote social distancing, or the Board determines that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, such conditions now exist in the District; and

WHEREAS, on March 4, 2020, Governor Gavin Newsom issued a proclamation pursuant to Government Code section 8625 declaring a state of emergency in the State of California due to the COVID-19 virus which remains in effect as of the date hereof (the "Declaration of State of Emergency");

WHEREAS, emergency conditions persist in the District, including specifically, the COVID-19 Delta variant has been found to be highly transmissible and is now infecting a small percentage of vaccinated people, as well as many unvaccinated people, and the conditions and setting of Board and committee meetings -- which would include a large gathering of staff, Board members, students and members of the public in the same room for extended periods of

time in the Board Room or other facilities and rooms which do not have direct access to outdoor air -- could facilitate the transmission of the virus and would pose an imminent risk to the health or safety of employees and/or meeting attendees;

WHEREAS, guidance and recommendations from the Santa Clara County Public Health Department include recommended measures to promote social distancing, including:

> "In general, the more people you have in an indoor environment, (especially if some are not fully vaccinated against COVID-19), the greater the need for increasing the circulation of fresh, outdoor air to dilute airborne particles. Provide fresh air to the areas of your buildings with the highest number of occupants. In areas where you are unable to increase outdoor air, consider reducing the number of people even further, spacing people at least six feet apart, and taking other measures to improve ventilation and air filtration." (https://covid19.sccgov.org/business-guidance#ventilation)

WHEREAS, the Board does hereby find that the above circumstances have caused, and will continue to cause, conditions within the District facilities for Board and other committee meetings that are likely to be beyond the control of services, personnel, equipment, and facilities of the District; and

WHEREAS, as a consequence of the above conditions, the Board does hereby find that the Board of Trustees, the District's Bond Oversight Committee and all other District and Board committees subject to the Brown Act, may continue to conduct their meetings without compliance with paragraph (3) of subdivision (b) of Government Code section 54953, as authorized by subdivision (e) of section 54953, and that such legislative bodies shall continue to comply with the requirements to provide the public with access to the meetings as prescribed in paragraph (2) of subdivision (e) of section 54953.

NOW, THEREFORE, THE BOARD OF TRUSTEES OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Remote Teleconference Meetings. The Superintendent or designee and the District's Bond Oversight Committee and all other District and Board committees subject to the Brown Act, are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

Section 3. Effective Date of Resolution. This Resolution shall take effect immediately upon its adoption and shall be effective until the earlier of (i) November 13, 2021, or (ii) such time the Board adopts a subsequent resolution in accordance with Government Code section

54953(e)(3) to extend the time during which the Board of Trustees, the District's Bond Oversight Committee, and all other District and Board committees subject to the Brown Act may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, this 14 day of October, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

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 EDUCATION

To the Board of Trustees:

Subject: Approve the District Govenance Handbook.

Approve

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

To the Board of Trustees: Meeting: October 14, 2021
Regular Board Meeting

Approve

4.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

GOVERNANCE HANDBOOK

Welcome to Your Future!

Together with stakeholders, we provide Alum Rock students with high-quality twenty-first-century learning that builds upon our culturally diverse community to prepare our students to be lifelong learners and compete for the careers of the future.

Board of Trustees

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

Superintendent

Hilaria Bauer, Ph.D.

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A. BOARD OF TRUSTEES' VISION, MISSION, COMMITMENTS, PURPOSE, AND CORE BELIEFS

OUR VISION FOR THE DISTRICT:

All Alum Rock students will be ready for the future, in a diverse and competitive world.

OUR MISSION FOR THE DISTRICT:

Together with stakeholders, we provide Alum Rock students with high-quality twenty-first-century learning that builds upon our culturally diverse community to prepare our students to be lifelong learners and compete for the careers of the future.

GUIDING PRINCIPLES

- Our students are always at the center of our thinking and decision-making. We focus on producing students who will become valuable and productive members of our community by emphasizing practical skills and cultural activities.
- Our great diversity – students, employees, and school board are from linguistically and culturally rich backgrounds – which is one of our District's greatest strengths.
- We acknowledge that our community is confronted with many challenges and we choose to see those challenges as opportunities to build resourcefulness, creativity, and resilience in order to better be prepared to take on our future.
- Attracting, hiring, and supporting a diverse group of high-caliber employees who bring a variety of life experiences and skills that add vibrancy and spirit to our school community.
- Our administration is made up of a diverse group of knowledgeable, competent, high-skilled leaders who work collaboratively to move the district forward.
- Engaging parents, families community, and government organizations that support our District in order to enhance student achievement.
- Focusing on continuously improving academic achievement through creative thinking and innovative school designs and programs.
- Making decisions that are data-driven and based on objective, relevant, and current information about a child's individual progress.
- Maintaining a collaborative, respectful, open, and honest atmosphere throughout the District in order to create an environment that supports individual student success.
- Professional development for all District staff and the board in order to enhance student learning and achievement.
- We foster a culture of accountability where we strive to view mistakes as opportunities for growth.

OUR COMMITMENTS

- To represent the community and advocate for our children and high-quality public education.
- To create a shared vision for the school district.
- To operate with honesty, integrity, passion, and respect as a governing body.
- To use district resources wisely on behalf of our students and ensure the accountability of the Alum Rock Union School District.
- To act with the understanding that authority rests with the collective school board and not with individuals.

- To value the background, experience, skills knowledge, and personality that each member brings to our team.
- To model continuous and life-long learning.
- To value open communication.
- To make conscientious and informed decisions on behalf of students and families.
- To learn from the past and work in the present for the future.

OUR CORE BELIEFS

STUDENT ACHIEVEMENT

We believe all students will achieve academic success, learn critical thinking skills, and develop personal talents skills through daily attendance at district schools which:

- Provide a rigorous core curriculum that includes the fine arts (music, art, dance, drama) and physical education.
- Foster a nurturing parental partnership.
- Provide positive recognition and encouragement to all stakeholders.
- Provide practical skills-building for success in society such as leadership, cross-cultural appreciation, and communication.

PARENT AND COMMUNITY INVOLVEMENT

We believe parental involvement and community support are essential to student success. Parents can and will be involved in their children's education.

HUMAN RESOURCES

We believe in attracting, hiring, retaining, and promoting highly qualified and talented teachers, support, and administrative staff with diverse backgrounds, experience, and abilities to create and sustain a positive environment that fosters mutual trust, respect, and openness and allows for thoughtful, informed risk-taking.

COMMUNICATION

We believe in maintaining a competent and professional environment where open, candid, ongoing communication occurs with all staff through transparent, honest, respectful dialogue and the ability to disagree respectfully and courteously at all levels.

BUSINESS SERVICES

We believe in utilizing our resources wisely and maintaining sound, efficient, and effective accountability systems including auditing that support district goals and sustain improvement.

ENVIRONMENT

We believe in providing our students a nurturing, caring, emotionally and physically safe, healthy, clean, and well-maintained environment with friendly, professional, knowledgable, courteous service that contributes to each student's academic and personal success.

B. ROLES AND RESPONSIBILITIES

The Role of the Board and Superintendent

The role of the School Board is an elected representative of the people and governance role:

1. To ensure the district school educates the children in consideration of the interests of the local community.

The role of the Superintendent is:

1. To facilitate the effective governance of the School Board.
2. To be the chief administrative officer for the school district.

Performing Our Responsibilities

We set the direction for the community's schools:

- Focus on student learning.
- Assess district needs and utilize baseline data.
- Generate, review or revise setting direction documents (beliefs, vision, priorities, strategic goals, success indicators).
- Ensure an appropriate inclusive process is used.
- Ensure these documents are the driving force for all district efforts.

We establish an effective and efficient structure for the school district:

- Employ the Superintendent and set policy for hiring of other personnel.
- Oversee the development of and adopt policies.
- Set a direction for and adopt the curriculum.
- Establish budget priorities, adopt the budget and oversee facilities issues.
- Provide direction for and vote to accept collective bargaining agreements.

We provide support through our behavior and actions:

- Act with a professional demeanor that models the district's beliefs and vision.
- Make decisions and provide resources that support mutually agreed-upon priorities and goals.
- Uphold Board-approved district policies.
- Ensure a positive personnel climate exists.
- Be knowledgeable enough about district efforts to explain them to the public.

We ensure accountability to the public:

- Evaluate the Superintendent.
- Monitor, review and revise policies.
- Serve as a judicial and appeals body.
- Monitor student achievement and program effectiveness and require program changes as indicated.
- Monitor and adjust district finances.
- Monitor the collective bargaining process
- Conduct timely annual Board Self Evaluation.

We act as community leaders:

- Speak with a common voice about district priorities, goals, and issues.
- Engage and involve the community in district schools and activities.
- Communicate clear information about policies, programs, and fiscal conditions of the district.
- Educate the community and the media about issues facing the district and public education.
- Advocate for children, district programs, and public education to the general public, community, and local, state, and national leaders.

What the Board Needs from the Superintendent

- Treat all Board members equally.
- Continue to communicate the top issues and priorities in the weekly report to the Board.
- Facilitate the ability of Board members to operate within our role and responsibilities.
- Make sure all Board members receive the same information.
- No surprises.
- Provide sufficient information and ample time for discussion of information so we can make informed, educated decisions.
- Create opportunities to discuss the format, timelines, objectives, and content of the Superintendent's evaluation.
- Be open to new and innovative ideas.
- Respect Board members' individual differences, styles, and perspectives.
- Remain open-minded to feedback.
- Lead with courage.
- Network and communicate with all stakeholders including staff, parents, corporate entities, community groups, and educational associations.
- Maintain focus on the agreed-upon priorities and goals.
- Accountability.
- Provide the Board with requested information in a timely matter.

What the Superintendent Needs from the Board

- Operate as collective governance in a respectful environment.
- Maintain focus on the agreed-upon priorities and goals.
- Have strong sensitivity to the superintendent position.
- Be supportive, cohesive, and stand behind Board decisions.
- Operate within the role and responsibilities of the Board at all times.
- Maintain open and honest communication – and bring things of concern directly to the Superintendent.
- No surprises.
- Give direction to the Superintendent only through duly notice board meetings.
- Respond to requests from the Superintendent in a timely matter.

C. POSITIVE GOVERNANCE TEAM CULTURE -NORMS

Governance Team Meeting Guidelines

We agree to:

- Keep our focus on students.
- Be responsible for the success of the meeting: participate equally, address concerns, make sure the team agrees.
- Look for common ground: Everyone's opinions count.
- Listen carefully without interruption.
- Operate with mutual respect.
- Give helpful feedback openly and directly so there is no confusion.
- Debate facts, not personalities.
- Make sure there are no hidden agendas – all issues need to be dealt with by all team members.

Norms for operating in a Governance Culture of Trust and Respect:
A strong Board-Superintendent partnership gives direction, stability, and confidence to the staff and community. Where this exists, morale is high, people work effectively and efficiently, and most importantly, good things happen for students. A strong relationship is based on having a common vision, developing trust, demonstrating sensitivity and caring, and being motivated to develop the skills and knowledge necessary to work successfully together.

We agree to:

- Operate within our respective roles and responsibilities in order to facilitate the efficient and effective operation of the Alum Rock Union School District.
- Recognize that each Board member brings unique experiences, values, and beliefs to the table and that we must work with each other and the Superintendent to ensure that a high-quality education is provided to all students.
- View the Superintendent as a key player on the Governance Team, understand the Superintendent's role and responsibilities, respect the expertise of the Superintendent, and seek professional advice from the Superintendent on all Board business.
- Maintain open and honest two-way communication with each other in order to develop a strong Board/Superintendent relationship.
- Provide direction so that staff presents sufficient, appropriate, specific information that supports the Board's ability to make rational, thoughtful, responsible decisions on behalf of students and the community.
- Take collective responsibility for the success of our Governance Team and be willing to respectfully discuss personal concerns or issues with other individuals on the team if necessary.
- Work to understand other team members' concerns, perspectives, and interests.
- Give one another the benefit of the doubt before arriving at a negative conclusion.
- Support each other, and demonstrate mutual respect and understanding for our respective responsibilities and time constraints, recognizing that the Superintendent is doing the best to treat every Board member equally.
- Focus time and energy on important issues, not pettiness or politics.

D. GOVERNANCE TEAM PROTOCOLS

Topic and Rationale:

Board Authority and Giving Direction

We believe all Board members are equal under the law. Authority rests with the Board as a whole, not with individual members of the Board. Direction is given to the Superintendent only at Board meetings through actions of the Board. The direction of the Boards needs to be clear to the Superintendent. Chaos and confusion result within the district if we don't work as a team. Individual Board members are not "consultants" to either the Superintendent or other members of district staff. It is important to understand and respect the separate roles of the Board and Superintendent, yet work together as a governance team taking collective responsibility for building and creating a positive organizational culture. The best possible decisions are likely only when all members of the team have been part of the discussion. Everyone can participate productively when team members can trust that everyone is operating on the same page. We have an obligation to respect staff time and responsibilities. It is important for staff time and effort to be dedicated to moving the district in the direction set by the full Board. Clarifying the structure for people outside the governance team protects individuals (Board members, Superintendent and other staff) and the school district.

Protocols:

We agree:

- Board members understand that the Board collectively gives direction to the Superintendent only through actions taken at a legally noticed board meeting.
- The Board and Superintendent will agree on the goals that will become the basis for all district efforts.
- The Superintendent will define processes and timelines to assist the Board in effectively carrying out its responsibilities.
- All action items on board agendas will include a recommendation from the Superintendent.
- Following Board action, the Board President will clarify the direction of the Board for the Superintendent and fellow board members.
- The Superintendent will work with staff to translate all board direction into action consistent with the agreed-upon priorities and goals.
- Board members will support the implementation of board decisions /actions.

Topic and Rationale:

Bringing Up New Ideas or Agenda Items

We believe it's important for all members of the governance team to feel prepared to discuss any new topic in the public arena. Individual board members connections, a variety of skills and experiences, and may have attended workshops or obtained information or materials they would like to share. Individual board member interests can divert staff time, energy, and attention away from their ability to achieve district priorities. Board and staff time, effort and energy, and district resources are best spent in efforts to achieve agreed-upon district priorities and goals.

Protocols:

We agree to follow the provisions in Board Bylaw 9322:

- Any Board member or any member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request must be in writing and be submitted 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.
- The Board President and Superintendent shall decide whether a request is within a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on agenda. In addition, the Board President and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation before placing the item on the agenda.

    - The Board President and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item, informational item, or consent item.

Topic and Rationale:

Sufficient Information to Make Informed, Educated Decisions on Agenda Items

We believe Board members should be knowledgeable and equally informed about district programs and issues. The Board's ability to make rational, thoughtful, responsible decisions on behalf of students and the community is dependent upon receiving sufficient, appropriate, specific information from the district staff. We believe there should be open lines of communication between the Board, the Superintendent, and the staff and that there should be no surprises for either the Superintendent or staff. In order to strive for the efficient and effective use of Board and staff time, and to respect the time and efforts of district staff in preparing board-meeting presentations, we have an obligation to make our expectations for staff reports clear.

Protocols:

We agree that:

Board members will let the Superintendent know if they need additional information or background information on an agenda item. The Superintendent may:

- Direct an individual to the appropriate staff person.
- Schedule a report at a board meeting.
- Schedule a study session on the topic.

In order to make informed decisions in the best interest of students and the district, the board requires the following kinds of information in reports from staff on topics or issues of primary importance to the district:

- **Background information:**
  History-What brought us to this point? What are we doing it? Who was involved in the planning/preparation/implementation, and how were they involved?

- **Options/Alternatives considered by staff. Purpose:**
  What is the intended result? What are the goals?
- **Financial and Operational impact:**
  What resources are necessary in order to achieve the goals?
  financial/people/time/materials/supplies/facilities/staff development,etc.
  How many people were affected? What are the perspectives of the people involved?
  (administration/teachers/other staff/students/parents/community members, etc.)
- **Timelines**
- **Progress Toward Goals:**
  What are the deliverables and success indicators and benchmarks leading to accomplishment?
  What data or information is necessary to measure success?
  Are we making progress toward the goals?
  What are the challenges, barriers to success, issues or concerns?
- **Recommendation of the Superintendent** ~ Justification for the recommendation.

Topic and Rationale:

Discussion or Deliberation on Complex or Difficult Topic or Issues

We believe before a complex topic is discussed, the Board needs the history of the situation, background information, and any clarification administration can present. It is important that all team members have the opportunity to share individual knowledge, experience, and points of view and that all viewpoints are heard. We have an obligation to understand stakeholder interests and to see that all of the issues are aired and considered in an open, honest, respectful environment without fear of recrimination or retribution.

Protocols:

We believe that:

- The governance team will determine how and when to engage the community and/or obtain stakeholder input.

Once the item is on the agenda for action, the Board will consider all of the following as criteria for decision-making:

- Serving the needs of all students.
- District vision and goals.
- District resources.
- Laws and regulations.
- Civic responsibility.
- Stakeholder interests.

Topic and Rationale:

Speaking with a Common Voice-Developing and Utilizing Key Messages

We believe it is essential that important information is communicated to members of the Board, the staff, and the community in as timely a fashion as possible. We recognize that some situations have legal or other considerations that may place restrictions on what may be told to the media or public. We believe that confidential issues must remain confidential. We believe it is important that we speak with one voice in order to maintain the trust of our community.

Protocols:

We agree:

(to be considered by the Board)

- Developing Key Messages about the topic.

Topic and Rationale:

Board President-Role and Responsibilities

We believe we have an obligation to set an example of good government in action for our community. We intend that our Board meetings proceed professionally, efficiently, and effectively and that district staff will have the opportunity to provide the necessary background materials and information to the board in a timely manner. We believe each Board member must have the opportunity to express his or her viewpoint during board deliberation. We believe the board president has a facilitation role relative to board meetings and that he or she has no more or less authority than any other board member outside of board meetings.

Protocols:

The role of the Board President is to:

- Consult with the Superintendent or designee on the preparation of board meeting agendas.
- Chair Board meetings.
- Work with the Superintendent as necessary to help ensure Board members have the necessary information and materials to make wise decisions.
- Make sure that pending agenda items are addressed appropriately.
- Confer with the Superintendent before meetings to prepare, as necessary, for the upcoming meeting.
- Model the tone and behavior the board wishes to convey to the community *(e.g., one of cooperative leadership focused on all students)*

As for the meeting chair, the Board President will:

- Open and preside over the meetings.
- Introduce agenda items, providing some background information as appropriate. *(different from background information that is provided by staff. e.g., "This is an item we have had our agendas four times in the last three months. We have given it a great deal of consideration and appreciate all of the input we have received from the public and the information staff has provided on the issue. Tonight we will receive additional public input, deliberate further and hopefully make a final decision").*
- Call on speakers
- Not typically make a motion him or herself, but ensure that there is one made at an appropriate time during deliberation.
- Make sure all Board members have a chance to share in deliberation proceeds.
- Wait until all other Board members who wish to speak on an issue have done so before adding his or her own comments.
- Call for a vote after restating the motion.
- Clarify and authenticate all actions, orders, and procedures of the board.
- Adjourn meetings.

As necessary, the Board President will also remind the governance team and audience members of any meeting following the Board meeting, the Board President will work with the Superintendent to make sure that there is appropriate follow-up and clarification of possible options for the Board.

Topic and Rationale:

Welcoming New Board Members to the Team

We believe new Board Members should feel welcomed and have opportunities to get to know other members of the governance team. It is important to have opportunities to "heal any wounds" from the election process. New Board Members need educational support and training from the governance team and outside sources (i.e., CSBA New Board Member Institute). New Board Members need to learn about the district and understand the district's vision, purpose, and culture. New Board Members need to feel that they are part of our team and should participate in developing agreements about how we will work together.

Protocols:

We agree:

- New Board Members will receive a New Board member Packet and Governance Handbook that includes relevant information about the school district and the governance team operations.
- The Board may select a "board mentor" to provide support to a new Board Member as s/he becomes familiar with the governance team operations and the governance role and responsibilities.
- The Superintendent will meet with each new Board Member individually to answer any questions and familiarize him/her with district operations.
- Each seated Board Member is encouraged to arrange a time to have an informal meeting with each new board member as soon as possible after the swearing-in ceremony (i.e., coffee or lunch, etc.).
- The whole governance team will participate in a New Board Member Orientation workshop in January following an election of new Board Members. The orientation will include but not be limited to discussions of:
    - Discussion Vision, Purpose, and Goals.
    - Key District Personnel.
    - District Operations.
    - Special District Projects or Programs.
    - Current Issues Facing the District.
    - Governance Team Operations.
        *Board Bylaws (9000 Series of the Policy Manual).
        *Alum Rock Union School District Governance Handbook.

Topic and Rationale:

Responses to Emails or Other Communications Sent to Individual Board Members

We believe the School Board Is a representative body, and Board Members have a responsibility to be accessible and responsive to members of the staff and community. It is important to respond effectively and uniformly to email and other written correspondence from staff or community members. Credibility and trust are developed in the community when we are consistent in our communication about important district issues.

Protocols:

We agree:

Topic and Rationale:

Governance Team Process for Negotiations

We believe the Board's responsibility is to represent the district's interest during negotiations. An agreed upon process is in place for negotiations with district bargaining units. We have a competent negotiating team for the district. The governance team defines the district parameters for negotiations based on district goals and district resources. Board members should not be directly involved at the negotiations table. District bargaining units have a job to do and a role to play in negotiations. The union's function is to obtain the best salaries, benefits, and working conditions for union membership. Union negotiating teams represent the interest of union members. It is the Board's responsibility to negotiate a fair and equitable contract for the unions and the district.

Protocols:

We agree:

- Always keep students' best interests in mind throughout the negotiations process.
- Represent the district's interest(s) during negotiations.
- Establish clear philosophical and financial parameters for negotiations based on district priorities, goals, and resources.
- Trust and support the district negotiating team.
- Recognize and communicate to staff and the public that the district negotiating team is accurately reflecting the progress of negotiations to the Board.
- Remind staff and community that there is an agreed upon process in place, that the staff and district each have an identified negotiating team, and that any issues or questions about negotiations need to go through the defined and agreed upon processes.
- Adopt and stand behind the final contracts.

E. CODE OF CONDUCT

The Board and its members will conduct themselves lawfully with integrity and high ethical standards in order to model the behavior expected of staff and students and to build public confidence and credibility.

1. Board members will serve the interests of the people of the entire school district. Members recognize this responsibility to the whole to be greater than:
    a. Any loyalty a member may have to any other advocacy or interest groups or individuals.
    b. Loyalty based upon membership on other Boards or staffs;
    c. Conflicts based upon the personal interest of any board member who is also a parent of a student in the district;
    d. Conflicts based upon being a relative of an employee of the district; or
    e. Conflicts based upon the member's election from or identification with a subsection of the district.

2. Board members will not attempt to exercise individual authority over the operation of the school district.
    a. Members will not attempt to assume personal responsibility for resolving operational problems or complaints but may monitor through the superintendent the disposition of complaints;
    b. Members will not personally direct any part of the operational organization.

3. To build trust among members and to ensure an environment conducive to effective governance, members will:
    a. Focus on issues rather than personalities;
    b. Respect decisions of the full Board;
    c. Exercise honestly in all written and interpersonal interaction, never intentionally misleading or misinforming each other;
    d. Criticize tactfully, praise publicly;
    e. Make every reasonable effort to protect the integrity and promote the positive image of the district and one another;
    f. Never embarrass each other or the district;
    g. Demonstrate respect for the public as a whole and community members individually at all times and in all situations;
    h. Demonstrate courtesy and respect in your communications by being responsive to one another and the Superintendent and all staff;
    i. Refrain from personal comments and attacks against each other, staff, and members of the community;
    j. Listen first, and respect each Board Member's opinions and opportunity to speak;
    k. Show deference to Board leadership in the conduct of Board meetings. Wait your turn to speak.

4. Board members will exercise personal discipline in the performance of their duties, including proper use of authority and appropriate decorum when acting as board members.

5. Board members shall maintain confidentiality appropriate to sensitive issues and information that otherwise may tend to compromise the integrity or legal standing of the board, especially those matters discussed in Closed Session.

The community entrusts the Board of Trustees of the Alum Rock Union Elementary School District to uphold and defend the Constitutions of California and the United States, protect the public interest in schools, and ensure that a high-quality education is provided to each student within the District. To effectively meet district challenges, the Board and Superintendent must function together as a governance leadership team. Agreed upon operating procedures, or protocols, support unity among team members. The purpose of the Alum Rock Union Elementary School District governance team norms and protocols is to ensure a positive and productive working relationship among Board members, the Superintendent, district staff, students, and the community. The protocols were developed for and by the members of the governance team and may be modified over time as needed.

APPROVE BY THE BOARD OF TRUSTEES THIS_____DAY OF _____,2021.

Corina Herrera-Loera: _____

Andrés Quintero: _____

Ernesto Bejarano: _____

Linda Chavez: _____

Minh Pham: _____

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

4.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: District Energy Savings Solar Power Agreement Follow up.

Information Only

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

To the Board of Trustees: Meeting: October 14, 2021
Regular Board Meeting

Information Only

4.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools: Date: October 7, 2021

Subject: **Approve Contract for Legal Services with Dannis Woliver Kelley (DWK)**

Recommendation: Staff recommends approving the contract for legal services with DWK.

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

To the Board of Trustees:
Recommend Approval

5.01
Agenda Placement

Meeting: October 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

5.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Superintendent of Schools: Date: October 7, 2021

Subject: **Update on the Bond Program**

****INFORMATION ONLY****

Prepared by: Kolvira Chheng Title: Assistant Superintendent Business Services

To the Board of Trustees:
INFORMATION ONLY
5.02
Agenda Placement

Meeting: October 14, 2021
Regular Board Meeting
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

6.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: September 23, 2021

Subject: Quarterly Report on Williams Uniform Complaints

Staff Analysis: The Quarterly Report on Williams Uniform Complaints lists the number of Complaints received and resolved.

The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during July 1, through September 30, 2021. There is 1 (one) Complaint attached.

Recommendation: Staff recommends the approval of the 1st Quarter Report on Williams Uniform Complaints.

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: October 14, 2021 Board Meeting

Recommended Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Academic School Year 2021-22
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock Union School District

Person completing this form: Sandra Garcia Title: Director of St & Fed Dept.

Quarterly Report Submission Date: *(Please check one)*

- [x] Jul 1 – Sep 30, 2021 (due Oct 27, 2021)
- [ ] Oct 1 – Dec 31, 2021 (due Jan 27, 2022)
- [ ] Jan 1 – Mar 31, 2022 (due Apr 27, 2022)
- [ ] Apr 1 – Jun 30, 2022 (due Jul 27, 2022)

Date for information to be reported publicly at governing board meeting:

Please check the box that applies:

- [ ] No complaints were filed with any school in the district during the quarter indicated above.
- [x] Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

GENERAL SUBJECT AREA	TOTAL # OF COMPLAINTS	# RESOLVED	# UNRESOLVED
Textbooks and Instructional Materials	0	0	0
Teacher Vacancy or Misassignments	0	0	0
Facilities Conditions	1	1	0
TOTALS	1	1	0

Hilaria Bauer, Ph.D.

Print Name of District Superintendent

Signature of District Superintendent

Date

Please scan the original signed copy and email to:
Santa Clara County Office of Education – Equity and Educational Progress Division
Mayra Ayala, mayala@sccoe.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

Uniform Complaint Procedures Williams Settlement Form

For *Education Code* Section 35186 Complaints

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

Response requested: ☑ Yes ☐ No
Name: (Optional) To principal Mailing Address: _____

Phone Number: (Optional) Day: _____ Evening: _____

Issue of complaint (please check all that apply):

1. **Textbooks and Instructional Materials**
   - ☐ A pupil, including an English learner, does not have standards-aligned textbooks or instructional materials or state-adopted or district-adopted textbooks or other required instructional materials to use in class.
   - ☐ A pupil does not have access to textbooks or instructional materials to use at home or after school. This does not require two sets of textbooks or instructional materials for each pupil.
   - ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
   - ☐ A pupil was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. **Facility Conditions**
   - ☑ A condition poses an urgent or emergency threat to the health or safety of students or staff, including: gas leaks, nonfunctioning heating, ventilation, fire sprinklers or air-conditioning systems, electrical power failure, major sewer line stoppage, major pest or vermin infestation, broken windows or exterior doors or gates that will not lock and that pose a security risk, abatement of hazardous materials previously undiscovered that pose an immediate threat to pupils or staff, structural damage creating a hazardous or uninhabitable condition, and any other emergency conditions the school district determines appropriate.
   - ☐ A school restroom has not been maintained or cleaned regularly, is not fully operational and has not been stocked at all times with toilet paper, soap, and paper towels or functional hand dryers.
   - ☐ The school has not kept all restrooms open during school hours when pupils are not in classes, and has not kept a sufficient number of restrooms open during school hours when pupils are in classes.
3. **Teacher Vacancy or Misassignment**
   - ☐ Teacher vacancy - A semester begins and a teacher vacancy exists. (A teacher vacancy is a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.)
   - ☐ Teacher misassignment - A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner pupils in the class.
   - ☐ Teacher misassignment - A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Date of Problem: This has been happening for years. I've know about it since 2018

Location of Problem (School Name, Address, and Room Number or Location): school front office, classrooms, bathrooms.

Course or Grade Level and Teacher Name: _____

Please describe the issue of your complaint in detail. You may attach additional pages if necessary to fully describe the situation.

See attached

Please file this complaint with the Principal of your school.

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Esau Ruiz Herrera, President · Andrés Quintero, Vice-President
Dolores Márquez-Frausto, Clerk · Khanh Tran, Member · Karen Martinez, Member

To Whom It May Concern,

For the past couple of years Aptitud has suffered from a very bad pest problem. I have known about the problem since 2018 and work orders have been placed with MOT to have the issue resolved however, the pest issue continues. The front office has a horrible termite problem. They are in the nurse's office, the principal's office, assistant principal's office.

It is very concerning to have students waiting in the nurse's office while having all of these pests flying around. They have been found in the sink, on the floor, inside tissue paper boxes and it has become a very unhealthy and unsanitary working environment not just for staff but for students as well. The termites have also been found in classrooms.

Roaches have also been seen inside the office, classrooms, and bathrooms. It is very concerning because roaches pose a big health risk to our students and staff. MOT has been made aware of this problem via emails and work orders but nothing has been done to resolve this issue. I request your help in resolving this issue as soon as possible.

Thank you,

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: 10/6/2021

Subject: **Presentation: Learning Communities for Schools Success Program (LCSSP)**

Staff Analysis: Funds provided through the Learning Communities for Success Program are aimed at improving outcomes for public school's pupils in kindergarten and grades one (1) through twelve (12), inclusive, by reducing truancy and supporting students who are at risk of dropping out of school or victims of a crime. This presentation to the Board of Trustees and the Alum Rock community provides and update on the LCSSP grant for the 2020-2021 school year

"Information Only"

Submitted by: Dr. Imee Almazan Title: Director of Social Emotional Learning

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

To the Board of Trustees: Meeting: October 14, 2021

Recommended Approval

6.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Learning Communities for School Success Program (LCSSP)

October 14, 2021

Imee Almazan, Ed.D.
Director of Social Emotional Learning

Annya Artigas, Ed.D.
Coordinator of Mental Wellness Support Services

Alum Rock Union School District

Agenda

- Background of the Learning Communities for School Success Program (LCSSP)
- Status Update
- Next Steps

Background

- Proposition 47 - Safe Schools Neighborhood Act (SNSA), 2014
- The LCSSP was established for the purpose of implementing the K-12 education portion of the SNSA.
- The goals of the LCSSP are to:
  - support evidence-based, non-punitive programs and practices to keep the state's most vulnerable pupils in school.
  - complement and enhance the actions and services identified to meet the LEA's goals per the LEA's LCAP.
- 2020: ARUSD was awarded LCSSP funding of $1,100,349.00 over 3 years: 2020-21, 2021-22, 2022-23

Status Update

Year 1: 2020-21 Accomplishments

- Creation of SEL Department
- Introduction of SEL Framework (CASEL)
- Morning Meetings
- SEL Curriculum Implementation
- Professional Development
  - Monthly Management Training (TSEL & Onward)
  - MTSS Trauma Competency Series
- SEL Pilot Program at Mathson
- SEL Parent Workshop

Status Update

Year 1: 2020-21 Accomplishments

- Approximately 400 students served (2019-2020)
- Responded to crisis with leveled supports in real time (2020-2021)
  - Aptitud, Mathson, George, Linda Vista, Russo/McEntee
- Staff & faculty in crisis connected with resources
- Approximately 165 students being served with 1:1 counseling (2020-2021)
- Approximately 264 students were supported via guidance lessons (2020-2021)
- Provided grief crisis support for approximately 206 students (Aptitud, 6th-8th)
- Provided grief counseling support for approximately 7 faculty/staff members (Aptitud)
- Provided grief counseling support for entire Mathson staff
- Conducted multiple assessments for families impacted by the La Pala incident leading to service referrals

Year 1: LCSSP Budget Update

- Staff Salary
- Curriculum
- Materials and supplies
- Contracted services with community partners

Next Steps

- Partnerships with community based organizations to expand services and/or link resources to students and families
- Facilitation of parent trainings on the SEL competencies
- Development of self-care series for parents
- Development of self-care series for staff
- Continued SEL implementation support at site and district level
- ParMulti-tiered System of Support (MTSS)
- Coordination of professional development opportunities for staff and parents

Thank You.

- We look forward to advancing the SEL & Mental Wellness work and supporting students and adults throughout the district.

Questions

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

7.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Tentative Agreement Between The Alum Rock Union Elementary School District and the California School Employees Association (CSEA), Chapter# 305, for the period of July 1, 2020 – June 30, 2023.**

Staff Analysis:

The District and CSEA Chapter # 305 have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2020 - June 30, 2023.

Recommendation:

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

Submitted by: Tereasa Smith Title: Director, Human Resources

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

Meeting: October 14, 2021 Regular Board Meeting

7.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Classified Substitute Pay Rates Effective 11-15-2021.**

Staff Analysis:

District administration has revised the Classified Substitute Pay Rates to reflect the 3.0% salary increase to Teamsters & CSEA bargaining unit members effective for the 18/19 school year.

Recommendation:

District administration is recommending that the Board of Trustees approve the attached Classified Substitute Pay Rates.

Submitted by: Tereasa Smith Title: Director, Human Resources

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

7.02

Agenda Placement

Meeting: October 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph. D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CSEA
Substitute Rates

CLASSIFICATION TITLE	RANGE		RATE: 90% OF STEP 1
CAMPUS PARA	5.5	$ 17.31	$15.58
INFANT CARE PARAEDUCATOR	5.5	$ 17.31	$15.58
ASSESSMENT TECHNICIAN	6	$ 17.71	$15.94
COMMUNITY LIAISON	6.5	$ 18.00	$16.20
HEALTH ASSISTANT	6.5	$ 18.00	$16.20
PARAEDUCATOR	6.5	$ 18.00	$16.20
PARAEDUCATOR-BILINGUAL	6.5	$ 18.00	$16.20
OFFICE ASSISTANT I	7	$ 18.30	$16.47
PARAEDUCATOR-SPECIAL EDUCATION I	7	$ 18.30	$16.47
CHILD NUTRITION CASHIER	7.5	$ 18.65	$16.79
LIBRARY ASSISTANT	7.5	$ 18.65	$16.79
OFFICE ASSISTANT II	8	$ 18.97	$17.07
READER ASSISTANT	8	$ 18.97	$17.07
SCHOOL OFFICE ASSISTANT	8	$ 18.97	$17.07
SIGN LANGUAGE INTERPRETER	8	$ 18.97	$17.07
PARAEDUCATOR-COMPUTER ASSISTED INSTR.	8	$ 18.97	$17.07
PARAEDUCATOR-SPECIAL EDUCATION II	8	$ 18.97	$17.07
DISTRICT OPERATOR/RECEPTIONIST	8.5	$ 19.31	$17.38
OFFICE ASSISTANT III	9.5	$ 20.00	$18.00
CDC SECRETARY	10	$ 20.40	$18.36
MIGRANT EDUCATION STATISTICAL LIAISON	10	$ 20.40	$18.36
PROGRAM ADVOCATE-MIGRANT EDUCATION	10	$ 20.40	$18.36
SPECIALIZED HEALTH ASSISTANT	10	$ 20.40	$18.36
ACCOUNTANT ASSISTANT	10.5	$ 20.75	$18.68
DATA PROCESSING & SUPPORT TECHNICIAN	10.5	$ 20.75	$18.68
TRANSLATOR	10.5	$ 20.75	$18.68
SECRETARY	11	$ 21.22	$19.10
HUMAN RESOURCES ASSISTANT	12	$ 21.95	$19.76
PRINTING TECHNICIAN I	12	$ 21.95	$19.76
STAFF ASSISTANT	12	$ 21.95	$19.76
SUBSTITUTE ASSIGNMENT ASSISTANT	12	$ 21.95	$19.76
AUTISTIC INTERVENTION ASSISTANT	12	$ 21.95	$19.76
SENIOR ACCOUNTING ASSISTANT	13	$ 22.86	$20.57
ADMINISTRATIVE ASSISTANT	13.5	$ 23.22	$20.90
SCHOOL ADMINISTRATIVE ASSISTANT	13.5	$ 23.22	$20.90
CHILD WELFARE & ATTENDANCE LIAISON	14	$ 23.74	$21.37
PRINTING TECHNICIAN II	15	$ 24.68	$22.21
ACADEMIC & EVENT SPECIALIST	16	$ 25.67	$23.10
DATA RESEARCH TECHNICIAN	16	$ 25.67	$23.10
IT -HELP DESK SUPPORT	16	$ 25.67	$23.10

UPDATED 09/2021

CSEA
Substitute Rates

CLASSIFICATION TITLE	RANGE		RATE: 90% OF STEP 1
PAYROLL TECHNICIAN	16	$ 25.67	$23.10
TRANSLATOR TECHNICIAN	16	$ 25.67	$23.10
BENEFITS/INSURANCE TECHNICIAN	17	$ 26.70	$24.03
CERTIFICATION SPECIALIST	17	$ 26.70	$24.03
MANAGEMENT INFORMATION SYSTEMS TECHNICIAN	17	$ 26.70	$24.03
NETWORK TECHNICIAN	17	$ 26.70	$24.03
TECH SUPPORT SPECIALIST	17	$ 26.70	$24.03
EXECUTIVE ASSISTANT	17.5	$ 27.23	$24.51
ACCOUNTANT	18	$ 27.82	$25.04
ASSESSMENT SPECIALIST	18	$ 27.82	$25.04
LEAD TECH SUPPORT SPECIALIST	18	$ 27.82	$25.04
DATABASE TECHNICIAN	19.5	$ 29.47	$26.52
PROGRAMMER ANALYST	22	$ 32.72	$29.45
SENIOR ACCOUNTANT	22	$ 32.72	$29.45
DATABASE ADMINISTRATOR	24	$ 35.42	$31.88
SENIOR PROGRAMMER ANALYST	24	$ 35.42	$31.88

TEAMSTERS
Substitute Rates

CLASSIFICATION TITLE	RANGE		RATE: 90% OF STEP 1
BUS DRIVER	12	$ 22.84	$20.56
BUS DRIVER/TRAINER	13	$ 23.78	$21.40
BUS DRIVER/UPHOLSTERER	12.5	$ 23.26	$20.93
CHILD NUTRITION ASSISTANT I	4.5	$ 17.34	$15.61
CHILD NUTRITION ASSISTANT II	6.5	$ 18.65	$16.79
CUSTODIAN DAY	11	$ 22.03	$19.83
CUSTODIAN NIGHT	11	$ 22.03	$19.83
DISPATCH/TRAINER	13	$ 23.78	$21.40
LEAD BUILDING MAINTENANCE WORKER	16	$ 26.70	$24.03
LEAD CUSTODIAN WORKER	13	$ 23.78	$21.40
LEAD ELECTRICIAN MAINTENANCE WORKER	16	$ 26.70	$24.03
LEAD LANDSCAPE MAINTENANCE WORKER	16	$ 26.70	$24.03
LEAD MECHANIC WORKER	16.5	$ 27.19	$24.47
MAINTENANCE WORKER I	10	$ 21.20	$19.08
MAINTENANCE WORKER II	12	$ 22.84	$20.56
MAINTENANCE WORKER III * PLUMER *LOCK SMITH *LANDSCAPE *ELECTRICIAN *WELDER *H.V.A.C. *PEST CONTROL	14	$ 24.68	$22.21
MAINTENANCE WORKER IV *PLUMBER *ELECTRICIAN *H.V.A.C. *PEST CONTROL	15	$ 25.67	$23.10
MECHANIC	14.5	$ 25.11	$22.60
TELE-COMMUNICATIONS TECHNICIAN	14	$ 24.68	$22.21
WAREHOUSE WORKER I	11.5	$ 22.35	$20.12
WAREHOUSE WORKER II	12	$ 22.84	$20.56

UPDATED 9/2021

7.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Resignations (Information Only).**

Staff Analysis:

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

Submitted by: Tereasa Smith Title: Director, Human Resources

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

Meeting: October 14, 2021
Regular Board Meeting

7.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

October 14, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Miller, Haley	1/Linda Vista Elementary	09/30/2021

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: September 23, 2021

Subject: **AON Contract**

Staff Analysis: Alum Rock currently has an agreement, which will expire at the end of December 2021, with AON for broker and consultant services associated with workers' compensation and various property and liability insurance policies. As the District's broker, AON's role is to negotiate with insurance carriers in the open market to procure various insurance policies for the District. As the District's consultant, AON's role is to provide monthly safety training for District staff. Over the last decade AON has helped the District with the implementation of programs and policies that have created a safer work environment and moved the District closer to state and federal safety standards and compliance. AON currently charges an annual fee of $206,000 for broker services and $50,000 for safety consultant services.

Recommendation: Staff is recommending that the Board of Trustees approve AON contract with an annual fee of $206,000 for broker services and $50,000 for safety consultant services, totaling a not to exceed amount of $256,000 with a term of January 1, 2022 through December 31, 2022.

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

To the Board of Trustees: Meeting: October 14, 2021
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 18563

_____ (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: AON Risk Insurance Services West

Address: 707 Wilshire Blvd, Suite 2600 City: Los Angeles State: CA Zip: 90017

Phone: (213)200-0800 Email: Billy_Deeb@ars.aon.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates January 1, 2022 end date January 1, 2023

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

To provide insurance and brokerage management services per year; plus safety consultant services.

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:** $256,000.00

Describe other related costs: _____

BUDGET CODE: 670 0000 0 5450 00 0000 6000 000000 600 9994 J. Newton 9/24/2021
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 9/23/21

Asst. Supt., of Business Services: Kal _____ Date: 9/23/21

Superintendent: _____ Date: _____

Date: May 25, 2021

Re: Compensation Agreement

Dear Dr. Bauer and Mr. Chheng:

Alum Rock Union Elementary School District (hereinafter "You" or "Your" or "Client") has appointed Aon Risk Services West, Inc. ("ARS" or "Us" or "We" or "Our"), as Your Broker of Record for certain casualty, property and other insurance policies, and programs ("Insurance Programs") as scheduled and outlined in Exhibit A – Part I. This Compensation Agreement ("Agreement") confirms our mutual understanding concerning the insurance and/or financial and risk management support services ("Services") to be provided by Us to You in connection with the Insurance Programs as outlined in Exhibit A – Part II. The Services hereunder will be provided in accordance with the terms of this Agreement and with the notices and policies set forth in ARS Disclosures and Commitments to Our Clients, (see also http://www.aon.com/about-aon/corporate-governance/guidelines-policies/ars-disclosures-commitments.jsp) the content of which is hereby acknowledged by Alum Rock Union Elementary School District.

The Services shall commence as of January 1, 2022 and shall end on January 1, 2023 (the "Service Period"). We will not be responsible or liable for any insurance policies, coverages or programs that We did not negotiate or place.

In consideration of the Services to be provided under this Agreement by Us to You during the Service Period, You agree that We shall be compensated as follows:

In consideration of the Services related to the Insurance Programs scheduled in Exhibit A- Part I (A) ("Part A Insurance Programs"), You agree We shall earn compensation comprised of 1) an annual fee payable by You in the amount of $206,000 ("WC Broker Fee") and $50,000 ("Loss Control Services and Training Fee") and 2) where allowable by law, such commission amounts in addition to the Fee as with your approval may be payable to Us by Your insurers. The "Loss Control Services and Training Fee will be reduced by $35,000 until in person meetings commence. At that point, the fee will be prorated by the number of months in which in person service is provide and at the discretion of the District. The Fee shall be payable to Us prior to the commencement of the Service Period and thereafter at each annual anniversary of the commencement of the Service Period unless otherwise set forth in Exhibit A and shall include any and all expenses for Our travel and entertainment unless otherwise set forth in Exhibit A. Compensation is payable on December 31, 2022 in conjunction with policy renewal date.

In consideration of the Services related to the Insurance Programs scheduled in Exhibit A - Part I (B) ("Part B Insurance Programs"), You agree We shall be entitled to earn and retain the full amount of commissions payable to Us by Your insurers. Commissions payable on the Part B Insurance Programs shall be in addition to and not, for any reason, credited against the Fee.

In addition to the compensation set forth herein, We may be entitled to receive revenue from third parties due to, including but not limited to, contingencies, overrides, bonus commissions, national additional commissions, and/or administrative expense reimbursements. This revenue shall be retained by Us and shall not, for any reason, be credited against the Fee or any other compensation earned hereunder.

Premiums paid by Client to ARS for remittance to insurers and Client premium refunds paid to ARS by insurance companies for remittance to Client are deposited into fiduciary accounts in accordance with applicable insurance laws until they are due to be paid to the insurance company or Client. Subject to such laws and the applicable insurance company's consent, where required, ARS will retain the interest or investment income earned while such funds are on deposit in such accounts.

To the extent that any portion of Our compensation, by operation of law, agreement or otherwise, becomes adjusted or credited to You, it is Your responsibility to disclose the actual net cost to You of the brokerage and insurance costs You have incurred to third party(ies) having an interest in such amounts.

We agree to reasonably assist You with administering policies, coverages or programs preceding those listed in Exhibit A, Part I to the extent You have advised Us of Your need for such assistance. If You need or request unanticipated levels of assistance for such policies, coverages or programs, You and We shall negotiate and agree in writing to the additional amount(s) of compensation We shall be entitled to receive from You for such services.

We will deliver the Services based upon the information You or Your representatives provide to Us and the demands and needs that You expressly advise Us of. You understand You are responsible for the accuracy and completeness of any information You or Your representatives provide Us and that We accept no responsibility for losses, damages or costs arising from Your failure to so inform Us. You acknowledge the importance of providing Us promptly with the information needed to deliver the Services and to update any information where there has been a material change which may affect the scope of delivery of the Services, such as a change in the nature of the risk, insured entities, property values and persons or entities to be covered.

You shall inform Us in the event that Your operations change substantially by merger, acquisition, expansion or other material change in scope and nature of exposures, losses and/or Insurance Program, or if there is a substantial midterm change to programs or limits, You and We will negotiate in good faith to revise the Agreement as appropriate.

You acknowledge that You will carefully review all documents We give you (including binders, policies and endorsements) and advise Us immediately of any mistakes of fact or contents in such documents that do not address Your needs. The absence of such notification to Us will be deemed as confirmation that the documents fully conform to Your needs and instructions.

When, in ARS' judgment, it should become necessary or appropriate to use the services of other intermediaries, including, but not limited to, managing general agents/managing general underwriters, wholesale brokers or facultative reinsurance brokers (collectively "Intermediaries") to assist in accessing, negotiating, placing, or procuring insurance markets for the Insurance Programs, ARS will, in all such instances, endeavor to use the services of an ARS-affiliated intermediary. In the event circumstances or Alum Rock Union Elementary School District should require that a non-ARS affiliated intermediary, co-broker or sub-broker, be appointed, retained or engaged to assist in accessing, negotiating, placing or procuring insurance for the Insurance Programs, ARS will not be responsible for any actual or alleged act, error or omission of any such Intermediary, co-broker or sub-broker or of its officers, directors or employees in assisting in accessing, negotiating, placing or procuring insurance for the Insurance Programs. Under all circumstances, any and all compensation earned by any Intermediary, or by any co-broker or sub-broker in connection with the Insurance Programs shall be in addition to the compensation paid to ARS hereunder.

In some instances, insurance placements made by Us on Your behalf may require the payment of state surplus lines or other premium taxes and/or fees in addition to the premium itself. We will make every effort to identify any such tax and/or fee in advance, but in all instances the payment of these taxes and/or fees will remain the responsibility of Alum Rock Union Elementary School District and We will invoice Alum Rock Union Elementary School District for the payment of such taxes and fees.

You acknowledge and agree that the work products provided hereunder by Us are not to be distributed to, used or relied upon by third parties without the written consent of both Us and You, except

such materials may be provided without such written consent to Your legal, accounting and non-insurance financial advisors.

Our obligation to render any and all Services or any further services under this Agreement will terminate at the end of the Service Period. Termination will occur on January 1, 2023 or after We or You have two hundred and forty (240) days after ARS or Alum Rock has tendered either through the U.S. Postal Service, hand delivery, or facsimile transmission, a written notice of termination, whichever occurs first. This agreement may be terminated by either party, with or without cause, upon issuance of such written notice. All annual fees and commissions will be fully earned annually if contract is cancelled after this 240 day window has passed.

All commissions and fees payable to Us under this Agreement shall be deemed fully earned at the inception of the Insurance Programs and are excluded from the above reduction schedule.

Notwithstanding the provisions in this Agreement, its Exhibits and any amendments hereto, in no event will either party, its parent(s), affiliates, subsidiaries, and their respective directors, officers, employees and agents ("Group") be liable to the other Group for any indirect, incidental, special, consequential, exemplary, punitive or reliance damages (including, without limitation, lost or anticipated revenues, lost business opportunities or lost sales or profits, whether or not either Group has been advised of the likelihood of such damages) arising out of services provided by Aon or any of its affiliates.

Each of Us on behalf of ourselves and our respective officers, directors and employees agrees to waive its right to a trial by jury in any lawsuit or other legal proceeding against the other party and/or its parent(s), affiliates, or subsidiaries, in connection with, arising out of or relating to this Agreement, or any services provided to You by ARS or its affiliates. In any such action or legal proceeding, neither party shall name, as a defendant any individual employee, officer or director of the other party or its parent(s), affiliates or subsidiaries.

You hereby consent to the use of Your logo, pictures, and other publicly available information about You, for the purpose of marketing Your Insurance Programs or for use in lists of Aon clients.

This Agreement and its Exhibits may not be changed or modified nor any provision waived without the prior written consent of the parties.

If any provision of this Agreement or its Exhibits or amendments is held to be in violation of any applicable law, statute, regulation, or judicial or administrative order, such provision shall be deemed to be amended to conform to such applicable law, statute, regulation or judicial or administrative order, to the maximum extent permitted by law, and where not so permitted by law, such offending provision shall be deemed to be of no force and effect.

Accepted and Agreed:

Aon Risk Services West, Inc

By: William S. Deeb Date: September 20, 2021

William S. Deeb, Director of Public Entities

Alum Rock Union Elementary School District

By: _____ Date: _____

Hilaria Bauer, Ph.D.,
Superintendent

Exhibit A – Part I – Insurance Programs

This Exhibit pertains only to those policies and programs listed below having policy periods incepting during the Service Period and for which We propose to develop, recommend, negotiate and place insurance and/or risk financing programs are as follows:

(A) Fee-Based Insurance Programs

(B) Commission-Based Insurance Programs

See Attached Schedule of Insurance

Exhibit A – Part II – Scope of Services

This Exhibit covers only those Services to be performed during the Service Period. Compensation for additional services required by You, and compensation for services to be performed after the end of the Service Period shall be separately negotiated.

1. We will develop, recommend, negotiate and place insurance and/or risk financing programs for all coverages listed in the Exhibit A – Part I.

2. We perform various administrative functions related to the procurement of coverage, including, but not limited to, electronic policy filing and storage, expiration tracking, client data management and administration, and invoice processing. Where legally permitted to do so, We charge for Our own account and collects from Our clients, Policy Administration and Invoicing charges to defray the costs of these services. The current Policy Administration Charge is $500 per policy placed. These administrative fees are in addition to and not in lieu of any other service fees agreed to and paid to Us by our clients and/or any commissions paid to Us by insurers, and appear as separately billed charges on the invoices we issue.

3. We will assist You in the gathering and preparation of underwriting information and completion of insurance applications. We will not assume responsibility for the accuracy and completeness of such information and shall be entitled to rely on information provided by You and Your employees. Those applications requiring signature shall be signed by You.

4. We will administer Your relationship with insurance companies including, but not limited to, issues such as billings in connection with selected programs, data reporting other than claim data, and compliance with negotiated requirements.

5. We will provide services such as risk control, claim advocacy and claim consulting, as outlined herein up to a maximum of 120 hours. We will not provide any other risk control, claim advocacy or claim consulting services without Your approval and for which You agree to pay Us additional compensation. We offer no representation or warranty, either express or implied, that as a result of such services You will receive a specific claim payment or monetary savings generally.

   We will provide "basic property and casualty claims consulting." Basic property and casualty claims consulting services consist of: (a) providing information as may be requested by You to enable You to provide notice to insurers whose coverages may apply to any circumstances, occurrences, claims, suits, demands and losses; (b) facilitating contact between You and the insurer(s); (c) providing an overview of coverages that may be available to You under the applicable insurance policy; and, (d) advising You on requirements for payment of a claim. Basic claims advocacy does not include claims notifications to insurers and We do not provide, as part of the Services, legal representation, testimony or depositions.

   You acknowledge it is Your responsibility to take such steps as are necessary to notify directly those insurers whose coverages may apply to any circumstances, occurrences, claims, suits, demands and losses in accordance with and as may be required by the terms and conditions of the policies placed for You under this agreement. You may send copies of such notices to Us as may assist Us in carrying out services relating to claim advocacy and claim consulting as may be set forth above. We undertake no duty or responsibility to monitor Your obligation to place insurers on notice of Your circumstances, occurrences, claims, suits, demands and losses nor to place Your insurers on such notice.

6. We will provide You with an insurance schedule for all coverages listed in Exhibit A – Part I.

Exhibit B – Risk Control Conditions and Limitations

The Services to be performed by Us hereunder, including, without limitation, all surveys and reports, are advisory only and for the sole purpose of assisting You in the development of risk control procedures. We assume no responsibility for management or operation of risk control and safety procedures. You acknowledge and agree that, in the performance of Our duties and obligations hereunder, We shall not be deemed to be acting for or on behalf of Your safety, risk management or other similar department.

Any survey performed by Us pursuant hereto, and any report, recommendation or other material prepared by Us pursuant hereto, shall be based upon the conditions observed and the information supplied by You during any Our visit to Your location(s). We shall be under no obligation to verify or investigate the accuracy or completeness of the data and information provided by You, and We shall have no liability or responsibility for any inaccuracies in the data or information and/or for any reports, services, materials or documents prepared or provided to You based on such inaccurate or incomplete data or information. Any survey performed by Us pursuant hereto is not intended and shall not be deemed to be a comprehensive safety inspection.

You acknowledge and agree that, in Our performance of Services hereunder, We shall not be deemed to have guaranteed, assured or warranted on Your behalf, or for the benefit of others:

1) the safety of Your location(s);

2) that You are in compliance with federal, state and local laws, statutes, ordinances, recommendations, regulations, consensus codes or other standards; or

3) that compliance with, or implementation of, Our recommendations will eliminate or reduce any or all hazards, accidents or other losses.

To the extent any survey prepared by Us pursuant hereto contains a valuation of Your physical structure(s), We shall not be deemed to have made any representation that We are an appraisal agent, and You acknowledge that any values calculated by utilizing the Marshall Swift Valuation (or any other method) are estimates only.

If We or one of Our affiliates prepares a loss control report regarding some or all of Your operations, You hereby consent and agree that any such report may be disclosed to insurers or prospective insurers for the Insurance Programs.

This Attachment covers only those Services listed below which are to be performed during the Service Period. Compensation for additional services required by Alum Rock, and compensation for services to be performed after the end of the Service Period shall be separately negotiated.

1. ARS will develop, recommend, negotiate and place insurance and/or risk financing programs [including contracts, techniques and methods] for all coverages in Exhibit 1.

2. ARS will assist Alum Rock in the gathering and preparation of underwriting information and completion of insurance applications. ARS will not assume responsibility for the accuracy and completeness of such information and shall be entitled to rely on information provided by Alum Rock and it's employees. Those applications requiring signature shall be signed by Alum Rock.

3. ARS will perform loss reserve analysis and provide loss forecasting to Alum Rock for their purposes.

4. ARS will participate in negotiations concerning collateral/security required by insurers and assistance in providing data required.

5. ARS will administer all aspects of Alum Rock's relationship with property/casualty insurance companies including, but not limited to, issues such as billings in connection with selected programs, reporting data, and compliance with negotiated requirements.

6. ARS will organize and conduct quarterly claim reviews of workers compensation reserves.

7. ARS will assist in securing and analyzing claims administration proposals from Third Party Administrators as may be required.

8. ARS will assist Alum Rock in establishing claim administrative requirements and settlement authority procedures with Insurance carrier claims departments or selected Third Party Administrators.

9. ARS will assist in identifying Workers' Compensation Injury Management resources.

10. ARS will, at Alum Rock's request and on their behalf, participate in any claim or administrative settlement discussions and/or communications with insurance carriers.

11. ARS shall undertake to provide such loss control and preventive services as determined by Alum Rock and ARS.

12. ARS will provide Alum Rock with an insurance schedule for all coverages in Exhibit 1.

13. ARS will conduct Safety Inspections as determined by Alum Rock and ARS.

14. ARS will conduct Training as determined by Alum Rock and ARS.

15. ARS will conduct OSHA Compliance Reviews and help Alum Rock implement internal procedures for self-review.

16. ARS will work closely with Alum Rock to correct recommendations and citations issued by OSHA.

17. ARS will assist Alum Rock in developing policies, procedures, and guidelines for their risk management program.

18. ARS will conduct periodic internal file specific reviews at the request of Alum Rock.

19. ARS will provide Alum Rock with an annual analysis of new laws or changes in laws related to workers compensation and OSHA.

20. ARS will assist Alum Rock in identifying training as required by OSHA and implementing this training.

21. ARS will monitor mandatory postings within Alum Rock for OSHA compliance.

22. ARS will assist Alum Rock in providing employees state-mandated information regarding workers compensation benefits.

23. ARS will maintain its records as respects Alum Rock insurance coverage and risk management programs in accordance with ARS's record keeping requirements.

24. ARS will perform a Risk Management Analysis to identify all possible exposures and then present solutions to address these issues.

As respects claims administration and/or loss control/prevention services provided, ARS offers no warranty either express or implied that as a result of such services Alum Rock will either receive a specific claim payment or monetary savings.

In addition, Alum Rock acknowledges that ARS cannot detect or include every loss potential hazard, statutory or code violation, or violation of good practice.

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Psyched Services**

Staff Analysis: Psyched Services will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock Union School District. Due to the shortage of two school psychologists, it is necessary to contract out these services with Psyched Services.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Psyched Services for the 2021-2022 school year. The cost of this contract is $350,000.

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

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

To the Board of Trustees:

Recommend Approval

8.02
Agenda Placement

Meeting: October 14, 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: 8E993512-8BF5-4AD8-AFBD-43F3039EEF2D

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: 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: Psyched Services

   Address: 533 Airport Blvd. City: Burlingame State: CA Zip: 94010

   Phone: (650) 427-0110 Email Address: office@psychedservices.com

   SSN: _____ or Fed I.D. #: 822715378

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 23, 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:

   Psyched Services will conduct psycho-educational evaluations for students requiring initial or triennial evaluations at several sites within Alum Rock District. Due to the shortage of 2 psychologists it is necessary to contract these services with Psych Services.

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

   X a. **Fee Rate:** $3,500/per assess per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1120	000000	380	1820	350,000	

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

Psyched Services

ASSESSMENTS

Price includes 1.5 hour remote IEP meeting attendance & up to 1 hour pre-meeting consultation

PSYCHOEDUCATIONAL EVALUATION / $3500
Add academic assessment/$700
Add ERMHS evaluation/$250

ERMHS / $3500
Stand-alone evaluation to provide recommendations for Educationally Related Mental Health Services

FBA / $4750
Functional Behavior Assessment: includes accompanying BIP (Behavior Intervention Plan)

IEE / $5250
Independent Educational Evaluation

ACADEMICS / $1200
Stand-alone assessment of academic achievement

INDIRECT ASSESSMENT
Triennial records review or new assessment completed virtually using rating scales & interviews /$130 per hour

ENGLISH LEARNERS
Bilingual practitioner/$260 per hour
Virtual interpreter/$150 per hour

PROFESSIONAL SERVICES

Additional services provided by a BCBA or school psychologist

POCKET COACHING
Telesupport for families & educators: designed to support ABA principles and intervention maintenance/$130 per hour

CONSULTATION
On-site/$400 for the first hour;
$195 each additional hour
Remote/$130 per hour
**Includes IEP meeting attendance*

ERMHS COUNSELING
Remote/$130 per hour
**Currently offered as a virtual service only; please inquire about on-site availability*

PROFESSIONAL DEVELOPMENT
On-site staff training/$525 per hour
Prepared webinar/$130 per hour
Customized webinar/$275 per hour

ADDITIONAL FEES

CANCELATIONS
Meetings canceled with less than 24-hour notice will be billed $250 for on-site or $100 for remote

A $250 cancelation fee will be applied to any assessment canceled and all work performed will be billed at the applicable hourly rate

For out-of-state assessments, a $600 fee will be applied and reimbursement for travel expenses is required

WWW.PSYCHEDSERVICES.COM

650-427-0110

learn.do

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NPA Name:

NPA04 – Licensed/Credentialed Staff and Clearance Information

This staff list should only contain staff whose position at the NPA requires a license or credential. This staff list should **NOT** contain the paraprofessionals as those should be listed on the Non-Licensed Staff List.

Last Name, First Name (as shown on license or credential) Please include current name in parentheses if different. Alphabetize according to last name	**Related Service (BID, LSDR, OT, etc.)** Use abbreviations as listed on fees page	**Name of License/Credential**	**Expiration Date**	**Hire Date**	**DOJ Date**	**TB Date**
Aghazarian, Elda	CG, PCT, PS	PPS	11/1/2024	1/4/2019	9/6/2018	12/30/2018
Caughey, Lindsay	CG, PCT, PS	PPS	4/1/2024	8/26/2018	7/13/2018	6/18/2018
Corley, Kristyn	CG, PCT, PS, BID, BII	PPS, BCBA	BCBA-9/30/20 PPS-9/1/23	9/11/2018	9/11/2018	9/10/2018
Dawson, Rachael	CG, PCT, PS	PPS	8/1/2024	9/4/2019	9/4/2019	9/4/2019
Gillespie, Amy	CG, PCT, PS	PPS	7/1/2024	4/5/2021	3/10/2021	3/10/2021
Hazel, Ashley	BID, BII	BCBA	5/31/2022	4/5/2021	3/15/2021	3/2/2021
Hicks Damm, Maureen	CG, PCT, PS	PPS	2/1/2024	4/5/2021	12/15/2018	4/2/2021
Ito-Stone, Travis	CG, PCT, PS	PPS	6/1/2026	8/17/2020	7/29/2020	7/29/2020
Lee, Elizabeth (Elise)	CG, PCT, PS	PPS	7/1/2021	8/17/2020	7/7/2020	7/7/2020
Ouye, Jenna	CG, PCT, PS	PPS	7/1/2023	8/25/2019	8/24/2019	7/21/2019
Schwaighofer, Marlene	CG, PCT, PS, BID, BII	PPS, BCBA	BCBA-8/31/20 PPS-2/1/25	3/28/2018	3/13/2018	3/28/2018
Stevens, Phoebe	CG, PCT, PS	PPS	8/1/2022	8/17/2020	7/24/2020	7/24/2020
Tatum, Tanisha	CG, PCT, PS	PPS	9/1/2023	4/7/2021	3/17/2021	4/7/2021
Tran, Reba	CG, PCT, PS	PPS	9/1/2022	4/5/2021	3/22/2021	4/5/2021
Van Diepen, Morgan	BID, BII	BCBA	5/31/2023	9/7/2020	8/7/2020	8/6/2020

DocuSign Envelope ID: D74DF0E9-9EC5-41ED-9155-4368934CA954

NPA Name:

NPA04 – Licensed/Credentialed Staff and Clearance Information

This staff list should only contain staff whose position at the NPA requires a license or credential. This staff list should **NOT** contain the paraprofessionals as those should be listed on the Non-Licensed Staff List.

Last Name, First Name (as shown on license or credential) Please include current name in parentheses if different. Alphabetize according to last name	**Related Service (BID, LSDR, OT, etc.)** Use abbreviations as listed on fees page	**Name of License/Credential**	**Expiration Date**	**Hire Date**	**DOJ Date**	**TB Date**
Aghazarian, Elda	CG, PCT, PS	PPS	11/1/2024	1/4/2019	9/6/2018	12/30/2018
Caughey, Lindsay	CG, PCT, PS	PPS	4/1/2024	8/26/2018	7/13/2018	6/18/2018
Corley, Kristyn	CG, PCT, PS, BID, BII	PPS, BCBA	BCBA-9/30/20 PPS-9/1/23	9/11/2018	9/11/2018	9/10/2018
Dawson, Rachael	CG, PCT, PS	PPS	8/1/2024	9/4/2019	9/4/2019	9/4/2019
Gillespie, Amy	CG, PCT, PS	PPS	7/1/2024	4/5/2021	3/10/2021	3/10/2021
Hazel, Ashley	BID, BII	BCBA	5/31/2022	4/5/2021	3/15/2021	3/2/2021
Hicks Damm, Maureen	CG, PCT, PS	PPS	2/1/2024	4/5/2021	12/15/2018	4/2/2021
Ito-Stone, Travis	CG, PCT, PS	PPS	6/1/2026	8/17/2020	7/29/2020	7/29/2020
Lee, Elizabeth (Elise)	CG, PCT, PS	PPS	7/1/2021	8/17/2020	7/7/2020	7/7/2020
Ouye, Jenna	CG, PCT, PS	PPS	7/1/2023	8/25/2019	8/24/2019	7/21/2019
Schwaighofer, Marlene	CG, PCT, PS, BID, BII	PPS, BCBA	BCBA-8/31/20 PPS-2/1/25	3/28/2018	3/13/2018	3/28/2018
Stevens, Phoebe	CG, PCT, PS	PPS	8/1/2022	8/17/2020	7/24/2020	7/24/2020
Tatum, Tanisha	CG, PCT, PS	PPS	9/1/2023	4/7/2021	3/17/2021	4/7/2021
Tran, Reba	CG, PCT, PS	PPS	9/1/2022	4/5/2021	3/22/2021	4/5/2021
Van Diepen, Morgan	BID, BII	BCBA	5/31/2023	9/7/2020	8/7/2020	8/6/2020

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

8.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

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

Subject: **Sourcewell Piggyback Contract Bid #060618-EFM for the Purchase of nine (9) District Maintenance Vehicles.**

Staff Analysis: On June 24, 2021, the Board approved the use of Sourcewell Contracts, (formally NJPA). 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.

Enterprise Fleet Management is the largest Fleet Management Company in the world and Services Private Companies, Government Agencies and Organizations. Due to their Financial Strength and Stability, Enterprise is able to offer competitive factory order pricing on vehicles.

Currently, the District's Maintenance Fleet is in dire need of upgrading. Most of the vehicles are more than twenty years old and are in constant need of repairs as well as not being very fuel efficient. In addition, it is becoming more difficult to locate replacement parts for the current fleet. The purchase of the nine vehicles (seven utility trucks and two service vans) would allow us to replace the nine oldest and most worn vehicles in the fleet.

Recommendation: Staff recommends the Board of Trustees approve the use of piggyback contract 060618-EFM through Sourcewell and any applicable contract extension(s), for the purchase of nine (9) maintenance vehicles through Enterprise Fleet Management. The approximate amount for the purchase of the nine (9) vehicles is $410,219 plus an annual management fee of $5,082 per year for five (5) years for a grand total of $435,629 for the term of this agreement.

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

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

To the Board of Trustees: Meeting: October 14, 2021

Recommended Approval

8.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

enterprise
FLEET MANAGEMENT

Menu Pricing

Alum Rock Union School District

Total Cost of 9 Vehicles	$410,219
Total Annual Cost of Management Fee	$5,082
Total Annual Payment *(9 vehicles and management fee)*	**$415,300**

Equity Lease Menu Pricing

Vehicle Type	Year	Make	Model and Series	Aftermarket Description	Quantity	Estimated Lead Time	Estimated Delivery *(if ordered by 10/31)*	Cost of Vehicle *(aftermarket included)*	Monthly Management Fee	Annual Cost	Annual Cost by Quantity
Irrigation Trucks *(replacements for M4, M5, & M24)*	2022	Ford	**F350 Chassis XL 4x4 Reg Cab, 169 WB, DRW**	40" royal servicebody, liftgate, forklift ladder rack,	3	35 - 40 weeks	**August 2022**	**$55,219**	**$57**	**$680**	**$2,039**
Spray Truck *(replacement for M1)*	2022	Ford	**F250 XL** (with bed delete) **4x4 Reg Cab, 142 WB, SRW**	40" knapheide steel servicebody	1	35 - 40 weeks	**August 2022**	**$46,800**	**$48**	**$579**	**$579**
1 Ton Truck	2022	Ford	**F350 Chassis XL 4x2 Reg Cab, 145 WB, DRW**	40" royal flatbed with toolboxes and liftgate	1	35 - 40 weeks	**August 2022**	**$51,447**	**$53**	**$635**	**$635**
3/4 Ton Truck *(replacement for M16 & M2)*	2022	Ford	**F250 XL 4x2 Super Cab, 6.75ft bed, 148 WB, SRW**	n/a	2	24 - 26 weeks	**May 2022**	**$38,047**	**$40**	**$474**	**$949**
Small Cargo Van *(replacement for M11)*	2022	Ford	**Transit Connect XL Cargo Van**	shevling, conduit storage, holder, and double side drop down ladder rack	1	30 - 32 weeks	**June 2022**	**$31,938**	**$33**	**$401**	**$401**
1/2 Ton Cargo *(replacement for M12)*	2022	Ford	**Transit 150 Base RWD, Low Roof, 130 WB**	shevling and double side drop down ladder rack	1	32 - 34 weeks	**June 2022**	**$38,281**	**$40**	**$477**	**$477**

Rates are based upon factory order pricing
Pricing does include 9.375% taxes

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **AchieveKids**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction & behavior support services to autistic or severe behaviorally disordered students. The student moved into the Alum Rock District with an NPS placement. Due to the severity of their disability, a nonpublic school placement is required.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with AchieveKids in the amount of $103,131, for a total contracted amount of $284,307.

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

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

To the Board of Trustees:

Recommend Approval

9.01
Agenda Placement

Meeting: October 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 226009 Contract Original Amount: $181,176

Vendor Name: AchieveKids Vendor No. 10558

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$181,176
Change Order #: 1	$103,131
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$284,307

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	0000	0	5100	00	5750	1120	000000	380	1820	+103,131		
	0000	0		00			000000					

Reason for Adjustment:

Student has moved into the Alum Rock boundry with an NPS placement.

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

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

_____ Program Manager

_____ Purchasing Manager

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

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

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SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on Sept 8, 2021 or the date the student begins attending a Non-public school and / or receiving services from Non-public agency. The agreement terminates at 5:00 pm on June 30, 2022, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): Alum Rock Elementary School District

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

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

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

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

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

PUPIL TELEPHONE NUMBER _____ DOB _____

PUPIL ID/SS NUMBER: _____ GRADE _____

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

[ ] OTHER _____ _____ _____

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

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

CONTRACT TERMS:

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

Master Contract approved by the governing board _____.

2 CONTRACTOR will provide written progress reports to the Office of Special Education before October 2021, January 2022, March 2022, June 2022

3 Other Provisions (provide attachments as necessary): _____

DocuSign Envelope ID: 34ED7E1F-4517-4F6B-AA76-25DE55F60B45

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL / AGENCY SERVICES

(Education Code Sections 56365, et seq.)

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

A. BASIC EDUCATION PROGRAM (Applies to NPS only) 1:2

Number of days 186 X Per Diem $339.00 = TOTAL BASIC EDUCATION COSTS (A) **$ 63,054.00**

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

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1 Aide Support										
2 Counseling										
a Individual	2 x wkly	30 min		60min	$180.00					$7,020.00
b Group	2 x wkly	30 min		60min	$90.00					$3,510.00
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual										
b Group										
c Consult										
6 Transportation	Daily			186		$98.00				$18,228.00
Covi d 19 transportation surcharge				186		$25				$4,650.00
9 Behavioral Service	Weekly			Weekly			$171.00			$6,669.00
10 Vocational Services										

MAXIMUM TOTAL RELATED SERVICES COST (B) **$ 40,077.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) **$ 103,131.00**

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

The parties hereto have executed this contract by and through their duly authorized agents or representatives. This contract is effective on September 8, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

LEA Date: _____

Signature

Hilaria Bauer, Ph.D.

Type or Print Name

Alum Rock Elementary School District

Name of LEA

2930 Gay Avenue

Mailing Address

San Jose CA 95127

City, State, Zip Code

CONTRACTOR DocuSigned by: Date: 9/2/2021

Stephen Crook

Signature 1EE0E8BBD9544FC...

Stephen Crook, Program Director

Type or Print Name

AchieveKids

Name of NPS/NPA

3860 Middlefield Road

Mailing Address

Palo Alto, CA 94303

City, State, Zip Code

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Maxim Healthcare Staffing**

Staff Analysis: Maxim Healthcare Staffing will provide Behavior Tech's to assist Alum Rock District students at various sites. Services will take place on days school is in session and during the summer program. This is due to the lack of Para II applicants.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Maxim Healthcare Staffing in the amount of $357,000, for a total contracted amount of $464,525.

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

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

To the Board of Trustees:

Recommend Approval

9.02
Agenda Placement

Meeting: October 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 226078 Contract Original Amount: $172,325

Vendor Name: Maxim Healthcare Services Vendor No. 300165

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$172,325
Change Order #: 1	$+357,000
Change Order #: _____	$-64,800
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$464,525

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	0000	0	5815	00	5750	1190	000000	380	6546	+357,00		
080	0000	0	5815	00	5001	3140	000000	380	1801	-64,800		

Reason for Adjustment:
We are needing to add 7 Behavior Techs to this contract due to lack of applicants for Para II positions. We are also reducing for the LVN. The student is not returning to school.

School/Dept.: Special Education Requested by: Anthony Colonna

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

_____ Program Manager

_____ Purchasing Manager

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

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

MAXIM HEALTHCARE SERVICES

Educational Services

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

OUR WIDE RANGE OF STAFFING POSITIONS INCLUDES

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

Keys to Success

EXTENSIVE RESOURCES FOR RECRUITING

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

COMPETENCY AND COMPLIANCE PROGRAM

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

INDUSTRY EXPERIENCE

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

ADDITIONAL SCHOOL OFFERINGS

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



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

EDUCATIONAL SERVICES CLIENT

About Us

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

maxim healthcare services

maxim
healthcare services

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

Rate Sheet

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

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: October 5, 2021

Subject: **Amendment to Think Together Contract for 2021-2022 School Year**

Staff Analysis: Think Together will provide additional school day support to address learning loss for identified TK-1st grade students districtwide beginning at nine (9) elementary schools. The amount of the original Board Approved contract was in the amount of $585,000. The cost for additional support will be $292,500. The amended cost of the 2021-2022 school year contract is $877,500.

Recommendation: Staff recommends the Board of Trustees to approve of the amended contract with Think Together for the 2021/2022 school year.

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

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

To the Board of Trustees: Meeting: October 14, 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

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. 226081 Contract No. _____ Contract Original Amount: $585,000.

Vendor Name: Think Together Vendor No. 021410

Please check:

_____ Cancel P.O. / Contract

_____ Change Item No.: _____

✔ Increase Amount Line Item No.: 1

_____ Decrease Amount Line Item No.: _____

_____ Add Line No.: _____

_____ Delete Line No.: _____

_____ Add/Change object code to: _____

_____ Add Freight: $_____

_____ Add Tax: _____%

_____ Disencumber

_____ Add/Change Prog. No. to: _____

✔ Other Amendment

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$585,000.00
Change Order #: 1	$292,500.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$877,500.00

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
	0000	0		00			000000			292,500		
	0000	0		00			000000					

Reason for Adjustment:

Budget code: 060-7425-0-5815-00-1110-1000-000010-360-7390. ELOP

Increase amount for additonal school day support for TK - 1st grade students districtwide beginning at 9 schools.

Contract#226081 board approved August 12, 2021 Original amount of contract: $585,000, additional cost for new services $292,500. New total amount of contract - $877,500.00.

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

Approval: _____ Assistant Superintendent of Business Services

(for Contracts Only)

_____ Program Manager

_____ Purchasing Manager

Date Requested: 9/16/2021 Date Entered: _____ Entered By: _____

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

PUR-101

Rev. 011/19

DocuSign Envelope ID: BBF0D431-53F9-41EA-83F9-BA85D8CB0224

AMENDMENT TO GRANT PROGRAM SERVICES MOU BETWEEN ALUM ROCK UNION SCHOOL DISTRICT AND THINK TOGETHER, INC.

The Memorandum of Understanding ("MOU") entered into on August 13, 2021, between Alum Rock Union School District (the "District"), and Think Together, Inc., a California non-profit corporation ("CONTRACTOR"), for the purpose of providing After School Educational and Safety ("ASES") Grant Program Services, is herewith amended on _____ 8/13, ___, 2021 (the "Effective Date") as follows:

The second and third paragraphs of the MOU are deleted in their entirety and are replaced with the following new paragraphs:

SCOPE OF SERVICES

It is agreed that Think Together will provide support to TK/Kindergarten students during the school day and during out-of-school time district-wide, beginning with the following elementary schools; Adelante Dual Language Academy I, Hubbard, Linda Vista, Lyndale, McCollam Meyer, Painter, Russo-McEntee and Ryan. Services shall be provided as needed by the schools, during the school day, before late start classes, or after early start classes. Programs shall be staffed by a total of 27 Program Leaders, providing a student to staff supervision ratio of not more than 20:1. Services shall be overseen by a Site Supervisor, who shall manage the Program Leaders. Programs shall offer activities that complement and reinforce classroom instruction offering foundational skill-building in English/Language Arts and Mathematics. Growth will be measured using assessments selected by ARUSD.

PAYMENT

ARUSD will pay to THINK Together a fee not to exceed **$877,500** (EIGHT HUNDRED SEVENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS) to provide the services described above. Think Together will invoice ARUSD monthly, from August 2021 to May 2022, at one-tenth of the total fee per invoice. This amount augments the original fee of $585,000 by $292,500.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have executed this MOU on the Effective Date.

Alum Rock Union School District (the "Grantee")

By: _____
Signature

Hilaria Bauer, Ph.D.
Printed Name

Superintendent
Title

2930 Gay Ave
Address

San Jose CA, 95127
City State Zip

(408) 928-6800
Telephone Number

_____
Date

Think Together, Inc. ("CONTRACTOR")

By: DocuSigned by: Randy Barth 102A75AB4C4E45F...
Signature

Randy Barth
Printed Name

Founder & CEO
Title

2101 E. Fourth St. Suite 200B
Address

Santa Ana, CA 92705
City State Zip

714-543-3807
Telephone Number

9/24/2021
Date

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

9.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Sunbelt Staffing**

Staff Analysis: Sunbelt Staffing will provide a school psychologist who will assess students at various sites within Alum Rock District. This is a new position with Sunbelt Staffing. Due to the lack of school psychologist applicants, we have the need to contract with Sunbelt Staffing.

Recommendation: Staff recommends that the Board of Trustees approve the contract increase with Sunbelt Staffing in the amount of $38,285, for a total contracted amount of $432,405.

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

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

To the Board of Trustees:

Recommend Approval

9.04
Agenda Placement

Meeting: October 14, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 226024 Contract Original Amount: $394,120

Vendor Name: Sunbelt Staffing Vendor No. 300322

Please check:

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

PURCHASING
OCT 4 2021 AM 10:53

CONTRACTS ONLY

Change Orders:	
Contracts Original Amount	$394,120
Change Order #: 1	$+38,285
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$432,405

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
080	6500	0	5815	00	5001	3120	000000	380	1820	+38,285	AL 10/1/21	
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Reason for Adjustment:
We are adding a School Psychologist to the contract

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

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

_____ Program Manager

_____ Purchasing Manager

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

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

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Sunbelt

Client Assignment Confirmation

Education Division
Addendum A

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

Client Name:	Alum Rock Union School District		
Sunbelt Consultant:	Joy Soares		
Position:	School Psychologists		
Assignment Start Date:	10/12/2021	Assignment End Date:	06/07/2022
Bill Rate per Hour:	$95.00	Overtime Rate *per Hour*:	$142.50
Minimum Weekly Hours:	13 Weekly hours are based on service date according to published school calendar		
Expenses:	Unless otherwise stated, Bill Rate is inclusive of all expenses.		
Miscellaneous:			

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

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

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

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

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

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

Alum Rock Union School District	**SUNBELT STAFFING, LLC**
Client Name	
DocuSigned by: Anthony Colonna 56E502E9AD8245F...	DocuSigned by: Brittany Riefler 2F1761ABA8C1424...
Client Representative Signature — Date: 9/29/2021	Sunbelt Representative Signature — Date: 9/29/2021
Anthony Colonna	Brittany Riefler
Print Name	Print Name
Director, Special Education	Business Development Director
Title	Title

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

x 31 weeks
38,285

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

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 31, 2021, Special Board Meeting**
- **September 9, 2021, Regular Board Meeting**
- **September 21, 2021, Special Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: October 14, 2021
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, August 31, 2021, 6:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #6-21/22

1. OPEN SESSION

1.01 Call to Order / Roll Call/ Pledge of Allegiance

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

Board Members Present:

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

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Tereasa Smith	Director, Human Resouces
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to Order / Roll Call / Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

President Corina Herrera-Loera opened the meeting by honoring all those who are serving children and ensuring their safety.

2. Closed Session

2.01 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.

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.

4. Adjournment

4.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 8:05 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, September 9, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #06-21/22

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

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

Board Members Present:

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

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Tereasa Smith	Director, Human Resources
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

President Corina Herrera-Loera opened the meeting by acknowledging those who have served our country.

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

Member Minh Pham asked that item 5.02 be heard before item 5.01.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comments:

1) Sandra Rivera said she is a teacher at Chavez Elementary. She said teachers are not feeling safe.

2) Kimberly Doty asked the district to keep the classroom at its capacity. She said COVID 19 has been becoming an issue in the district.

3) Adrianne Vane said she is a teacher at Joseph George Middle School. She said she did not know who decided to get rid of the Vice Principals at schools.

4) Jessica Lovoti said the windows are closed shut at her school and that is a safety issue.

5) Kimberli Doty said that McCollam Elementary does not have an attendance clerk. She said there were not enough substitute teachers.

6) Shawn Sweiss said he is a Dorsa Elementary teacher. He said one of the teachers at the school was reassigned to independent studies after fifteen days of school starting.

7) Brenda Zendejas said her both her sons are in independent studies. She asked the Board to go to the school sites to see what is going on at each site.

8) Jeff Berta said he was trying to speak to the Principal at Painter and the Principal was running around chasing students.

9) Randal Barber said he was delighted to see Superintendent Bauer and President Corina Herrera-Loera on the first day of school. He said he had a student who played piano for him and played Mozart.

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

Public Comments:

10) Teodolinda Mendoza said to please settle the contract with AREA.

7. Instructional Services

7.01 Special Recognition: Teacher of the Year 2021.

Director, Barbara Campbell announced the winners.

ARUSD Teacher of the Year Honorees 2020-2021

Vanessa Perez, Veronica Marquez, Martin Brooks, Hector Hernandez, Catalina Nichols, Amalia Alvarez, Sarika Kukreja, Danelle Letts, Phoram Moolchandani, Kimi Hiroshima, Kristin Moeller, Trang Lim, Lynn Martinez, Maria Moyoli, Tamara Bermundes, May Toliao, Kareen Rivas and Abby Harris.

She said the teacher of the year representing the district at Santa Clara County Office of Education will be Tamara Bermundes from Renaissance Fischer.

Member Minh Pham congratulated Tamara Bermudes and all nominees.

Clerk Ernesto Bejarano congratulated everyone. He commented he liked the words used by Tamara Bermundes regarding autistic students.

President Corina Herrera-Loera said she wanted to thank every teacher. She said a quote from Malala Yousafzai "one child, one teacher, one pen can change the world".

Vice-President Andrés Quintero thanked teachers and congratulated them for all that they do.

Member Linda Chavez said she wanted to thank all the teachers who were not nominated.

Public Comments:

1) Ms. Tanner said she cannot walk around her classroom because the class has gone from twenty-four to thirty-four. She said she will be reading a letter from one of her colleagues.

2) Kalsy Redrock said the focus could be on a smaller class size instead of having a combination class. She said the district needs to support the classrooms.

3. Comments and Communications

3.01 Alum Rock Administrator's Association (ARAA)

Viviana Garcia said she is a principal at Dorsa Elementary. She said there will be a back-to-school night. She said ARAA would like to extend its appreciation to the leadership at Alum Rock.

3.02 Teamsters

Thanh Phu said he wanted to thank all the teachers in the district. He said his job is to serve the community.

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 congratulated teachers who were elected to represent the school sites. She said she have had the pleasure of working with them all. She said the morale has been low.

3.05 Superintendent

Superintendent Bauer spoke about the procedures the district has in place regarding COVID 19 notices. She gave a shout out to the Director of MOT Ed Villarreal for going above and beyond.

3.06 Board of Trustees/Communications/ Comments

Clerk Ernesto Bejarano said he wanted to thank Mr. Thanh Phu for giving an update. He said he appreciates all district staff. He thanked Superintendent Bauer for all that she does for the district. He commented that Panorama Education will gather data from parents.

Member Minh Pham commented that Saturday, September 11, 2021, will mark the 20th year of 9/11. He said the City of San Jose decided not to move forward on the disclosure of school properties.

Vice-President Andrés Quintero thanked all staff for all they do. He said regarding the comments made by Mr. Barber Alum Rock is going above and beyond for students. He said he wanted to acknowledge the significance of 9/11.

3. Comments and Communications *(continued)*

President Corina Herrera-Loera said a quote "A leadership demonstrates what is possible". She said these are scary times that we are living in. She said during the weekend young unvaccinated individuals passed away from COVID.

4. Public Hearing(s) And/Or Special Order of Business

4.01 Public Hearing: GANN Limit Calculations

President Corina Herrera-Loera opened the public hearing for GANN Limit Calculations at 7:18 pm.

4.01 Public Hearing Regarding Sufficiency of Instructional Materials.

President Corina Herrera-Loera opened the public hearing for Sufficiency of Instructional Materials at 7:18 pm.

5. Superintendent/ Board Business

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

Member Minh Pham said he urges all his colleagues to approve the item in hand.

MOTION #01-06 by Member Minh Pham to approve Action Item 5.02 as presented. MOTION #01-06 was seconded by Vice-President Andrés Quintero.

Clerk Ernesto Bejarano said he was not understanding the connection between the vaccination and the code of conduct.

Member Linda Chavez said she agrees with Clerk Ernesto Bejarano's concerns.

AMENDED MOTION #02-06 by Member Minh Pham to approve everything except the last section of the proposed resolution regards to Board conduct. MOTION #02-06 was seconded by Vice-President Andrés Quintero.

President Corina Herrera-Loera said she had the Code of Conduct added to the resolution as a reminder to some.

AMENDED MOTION #03-06 by Member Minh Pham to approve Board Member Vaccinatines everything except the last section of the proposed resolution regards to Board conduct. MOTION #03-06 was seconded by Vice-President Andrés Quintero.

5. Superintendent/ Board Business *(continued)*

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

Public Comments:

1) Veronica Talton said she was glad that the Board is making a positive decision that will impact the school community.

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

Member Linda Chavez said that she would like to attend the program because it is a positive program.

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

6. Business Services

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

Assistant Superintendent Chheng gave a presentation regarding Unaudited Actual Financial Reports for 2020-2021 Report to the Board on Unaudited Actuals as Required by Law.

Clerk Ernesto Bejarano asked if Assistant Superintendent Chheng knew where the district stood with the percentage.

Assistant Superintendent Chheng said he does not recall.

Member Minh Pham asked if the restricted balance covers the gap.

Assistant Superintendent Chheng replied that both restricted funds come from the general fund.

MOTION #04-06 by Clerk Ernesto Bejarano to approve Action Item 6.01 as presented. MOTION #04-06 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. Business Services *(continued)*

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

MOTION #05-06 by Member Linda Chavez to approve Action Item 6.02 as presented. MOTION #05-06 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

President Corina Herrera-Loera closed the public hearings for GANN Limit Calculations and Sufficiency of Instructional Services at 8:18 pm.

7. Instructional Services

7.02 Approve Resolution No. 07-21/22 Week of the School Administrator-October 10-16, 2021.

MOTION #06-06 by Member Linda Chavez to approve Action Item 7.02 as presented. MOTION #06-06 was seconded by Vice-President Andrés Quintero.

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

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

MOTION #07-06 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #07-06 was seconded by Clerk Ernesto Bejarano.

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

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

MOTION #08-06 by Vice-President Andrés Quintero to approve Action Item 7.04 as presented. MOTION #08-06 was seconded by Clerk Ernesto Bejarano.

7. Instructional 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

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

MOTION #09-06 by Member Linda Chavez to approve Action Item 7.05 as presented.
MOTION #09-06 was seconded by Clerk Ernesto Bejarano.

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

8. Human Resources

8.01 Resignations

9. CONSENT/CONTRACTS OVER $100,000

There was a consensus from the Board to combine and take action on ***Agenda Items 9.01, 9.02, and 9.03.***

- ***Agenda Item 9.01*** *Approve 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.*
- ***Agenda Item 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.*
- ***Agenda Item 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.*

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

MOTION #10-06 by Vice-President Andrés Quintero to approve Agenda Items 9.01, 9.02, and 9.03 as presented. MOTION #10-06 was seconded by Member Linda Chavez.

Public Comment:

1) Brenda Zendejas thanked the Board for approving Miracle Playsystems.

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

Vice-President Andrés Quintero asked that item 10.09 be pulled.

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, and 10.08.***

- ***Agenda Item 10.01*** *Approve Board Meeting Minutes for the following date: June 24, 2021, Regular 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.*
- ***Agenda Item 10.05*** *Approve the Santa Clara Treasury Investment Portfolio Status.*
- ***Agenda Item 10.06*** *Approve Resolution No. 09-21/22 GANN Limit Calculations.*
- ***Agenda Item 10.07*** *Approve/Ratify Notices of Employment and Changes of Status/September 9, 2021*
- ***Agenda Item 10.08*** *Approve Memorandum(s) of Understanding(s).*

MOTION #11-06 by Member Linda Chavez to approve Agenda Items 10.01,10.02,10.03, 10.04, 10.05, 10.06, 10.07, and 10.08. as presented. MOTION #11-06 was seconded by Member Minh Pham.

Public Comment:

1) Eddie said some schools have gaps in the Williams Act.

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

10. CONSENT CALENDAR *(continued)*

10.09 Approve Contracts for Professional Services-Firms/Organizations.

MOTION #12-06 by Vice-President Andrés Quintero to approve everything on item 10.09 and we pull contract separately that would be the Planned Parenthood contract. MOTION #12-06 was seconded by Member Linda Chavez.

Clerk Ernesto Bejarano said he would like to pull three contracts Fly contract, Health & Trust, and YMCA.

MOTION #13-06 by Vice-President Andrés Quintero to approve the balance MOTION #13-06 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

Clerk Ernesto Bejarano asked if the word homeless could be reworded to say experiencing homelessness on the Health & Trust contract.

Superintendent Bauer said the staff is dealing with terms used by the vendor. She said if the item is approved tonight the district can work with the vendor to use a different term.

MOTION #14-06 by Clerk Ernesto Bejarano to approve Health & Trust contract. MOTION #14-06 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

Clerk Ernesto Bejarano asked what was the need for the Fly program.

MOTION #15-06 by Member Linda Chavez to approve Fly contract. MOTION #15-06 was seconded by President Corina Herrera-Loera.

Assistant Superintendent Sanchez replied that the district has had a long-term partnership with Fly.

Director, Norma Flores said Fly is a positive program for students. She said she checked with principals and they have good things to say about the program.

President Corina Herrera-Loera asked for an edit where it says "7-8th grade students who are identified by the school as being at risk of suspension or expulsion" to say " Services limited to 7th & 8th-grade students who would benefit from this program".

10. CONSENT CALENDAR *(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

Clerk Ernesto Bejarano asked what the district is paying YMCA for and what is the effectiveness of the program. He said he would like that information added in moving forward. He said unknown costs do not make him feel comfortable.

Superintendent Bauer replied parents will not need to pay.

MOTION #16-06 by Member Linda Chavez to approve the YMCA contract. MOTION #16-06 was seconded by Clerk Ernesto Bejarano.

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

MOTION #17-06 by Vice-President Andrés Quintero to approve the Planned Parenthood contract. MOTION #17-06 was seconded by Clerk Ernesto Bejarano.

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

11. Closed Session

11.01 Recess to Closed Session

President Corina Herrera-Loera announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

12. RECONVENE TO OPEN SESSION

12.01 Report of Action Taken in Closed Session.

The Board reconvened to Open Session at 11:27 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.

12. RECONVENE TO OPEN SESSION *(continued)*

Item 11.05 The Board unanimously approved a release agreement claimant Alvarez & Herrera on behalf of a student. The settlement includes payment of three thousand dollars, tutoring expenses, six thousand dollars in attorney fees, mutual waiver, and release claims.

Item 11.11 The Board approved the appointment of Interim Principal Jennifer Doherty at Sheppard Middle School.

Item 11.12 The Board approved the appointment of Abby Harris Interim Assistant Principal at Sheppard Middle School.

President Corina Herrera-Loera reported the following action that took place in closed session.

Item 11.03 Superintendent Bauer's evaluation was considered and approved by the Board votes Clerk Ernesto Bejarano, Member Minh Pham, Vice-President Andrés Quintero, and President Corina Herrera-Loera voted yes and Member Linda Chavez voted no on it.

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 11:30 p.m.

Respectfully submitted,

_____

Ernesto Bejarano, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Tuesday, September 21, 2021, 6:00 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #7-21/22

1. OPEN SESSION

1.01 Call to Order / Roll Call/ Pledge of Allegiance

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

Board Members Present:

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

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Rene Sanchez	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Tereasa Smith	Director, Human Resouces
Maribel Carrillo	Sr. Executive Assistant, Superintendent's Office

1. OPEN SESSION *(continued)*

1.01 Call to Order / Roll Call / Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

President Corina Herrera-Loera opened the meeting by honoring all immigrants. She said she is a proud daughter of immigrants.

2. Superintendent/Board Business

2.01 Provide Further Direction on Process for Contracting for Legal Services to Provide Additional Legal Support for the Review of Various Contracts.

Assistant Superintendent Chheng gave the Board an update on the RFP for legal services.

MOTION #01-07 by Member Linda Chavez to expand the list.

Clerk Ernesto Bejarano said he would like to hear public comments before he could second the motion on the floor.

AMENDED MOTION #02-07 by Member Linda Chavez to reissue and expand the list for the search.

Clerk Ernesto Bejarano said he felt that the district did not reach out to enough legal firms.

Superintendent Bauer asked the Board if they could allow the staff to call as many firms as needed until they find the best match for Alum Rock. She said Counsel Rogelio Ruiz will assist during the process.

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

MOTION #03-07 by Member Minh Pham to adopt the recommendation from the administration.

Clerk Ernesto Bejarano asked for the motion on the floor to be more specific.

AMENDED MOTION #04-07 by Member Minh Pham to expand the authorized search as recommended by the administration.

2. Superintendent/Board Business *(continued)*

Superintendent Bauer asked if the Board would allow the staff to expand the search for additional firms and that will include the five firms that the staff had already reached out to.

AMENDED MOTION #05-07 by Member Minh Pham to expand the search and staff to connect the firms mentioned by Superintendent. MOTION #05-07 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

2.02 Approve Resolution #10-21/22 Outdoor Equity Grants Program Grant Fund.

MOTION #06-07 by Member Linda Chavez to approve Action Item 2.02 as presented. MOTION #06-07 was seconded by Vice-President Andrés Quintero.

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

4. Adjournment

3.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 6:32 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

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

10.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated October 14, 2021.

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: October 14, 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
October 14, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Kinecta Community Foundation	Materials & Supplies	$ 1,600.00	Adelante II Academy
Raising a Reader Literacy Bags	Materials & Supplies	$ 10,867.50 4 class sets Literacy Bags	Aptitud Community Academy
The Hugh Stuart Center Charitable Trust	Materials & Supplies	$ 35,000.00	Aptitud Community Academy
Santa Clara County Office of Ed	Materials & Supplies	$ 500.00	Cureton Elementary
Santa Clara County Office of Ed	Materials & Supplies	$ 500.00	George Middle
Lifetouch	Materials & Supplies	$ 180.84	George Middle
Box Tops for Education	Materials & Supplies	$ 0.90	George Middle
Santa Clara County Office of Ed	Materials & Supplies	$ 250.00	Hubbard Academy
Santa Clara County Office of Ed	Materials & Supplies	$ 500.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 488.00	Meyer Elementary
Chi Am Circle Club	Materials & Supplies	$ 4,450.00	Painter Elementary
Santa Clara County Office of Ed	Materials & Supplies	$ 1,250.00	Ryan Steam Academy

ADELANTE II DUAL LANGUAGE ACADEMY

1970 Cinderella Lane, San José, CA 95116 Phone: 408-928-7100 Fax: 408-928-7101 Principal: Dr. Silvia T. Carrillo

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: September 7, 2021

Re: Kinecta Community Foundation Grant

Please accept the following grant from Kinecta Community Foundation in the amount of $1,600 to be deposited into Adelante II's donation account. The funds will be used for materials and supplies for Ms. Jessica Becerra's 5th grade students.

Thank you,

Dr. Silvia T. Carrillo
Principal

BUSINESS OFFICE
RECEIVED
2021 SEP -9 P 12:44

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95116
(408) 928-7650 FAX (408) 928-7651

Rebecca Jensen, Principal *Jose Cortez, Assistant Principal*

September 23, 2021

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

Please accept the following donation of 4 class sets of Raising a Reader Literacy Bags made to Aptitud Community Academy at Goss from:

Masons of California

The donation includes the following:

- (2) Grade 1 Spanish Foundation Set
- (2) Grade 1 Spanish Core A Supplemental Building Block
- (2) Grade 1 Spanish Core B Supplemental Building Block
- (2) Grade 1 Multicultural Supplemental Block
- (1) Grade 1 School Themed Supplemental Building Block
- (2) Grade 1 STEM Supplemental Building Block
- (1) Grade 2 Spanish Foundation Set
- (1) Grade 2 English Foundation Set
- (1) Grade 2 English Core A Supplemental Building Block
- (1) Grade 2 English Core B Supplemental Building Block
- (1) Grade 2 Multicultural Supplemental Building Block
- (1) Grade 2 Read Together Supplemental Building Block
- (1) Grade 2 STEM Supplemental Building Block
- (1) Grade 2 Non-Fiction Supplemental Building Block

These bags will support our goal of strengthening literacy practices in Grades 1 and 2. It will allow access to take home books for enriching literacy practices at home.

Sincerely,

Rebecca Jensen
Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95116
(408) 928-7650 FAX (408) 928-7651

Rebecca Jensen, Principal *Jose Cortez, Assistant Principal*

August 30, 2021

Alum Rock Union School District

Board of Trustees

2930 Gay Ave.

San Jose, CA 95127

BUSINESS OFFICE
RECEIVED
2021 SEP -7 P 12:52

Dear Board of Trustees,

Please accept the following donation made to Aptitud Community Academy at Goss from:

The Hugh Stuart Center Charitable Trust **$35,000.00** **Check #:4320**

This donation will be used to purchase materials and supplies for Aptitud students.

Please deposit into donation account: 060-9010-0-~~4300~~ 8699-00-1110-1000-000000-120-2110

Sincerely,

Rebecca Jensen
Principal

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

Principal: Gloria Hayes-Perkins

Business office
Attention: Cynthia Sanchez
September 17, 2021

Cynthia,

We have received a total of $500.00 to Cureton Elementary from Santa Clara County Office of Education.

Please accept the donation of $500.00, and forward this communication to the Alum Rock Board of Education for approval.

Thank you for your support.

Sincerely,

Gloria Hayes-Perkins

Gloria Hayes-Perkins
Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 9/1/21

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept the check from the Santa Clara County Office of Education in the amount of $500.00

Thank you in advance for your approval.

Sincerely,

Ms. Bickford

Tara Bickford
Principal
Joseph George Middle School

277 Mahoney Drive San Jose, CA 95127 Phone- 408-928-7600 Fax- 408-928-7601
www.arusd.org/georgems Tara Bickford, Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 8/26/21

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept the check from Lifetouch for the amount of $180.84 for donations.

Thank you in advance for your approval.

Sincerely,

Tara Bickford

Tara Bickford
Principal
Joseph George Middle School

BUSINESS OFFICE
RECEIVED
2021 AUG 27 P 1:39



george.arusd.org
277 Mahoney Drive San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Tara Bickford, Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 9/1/21

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Tara Bickford, Principal

Please accept the check from Box Tops for Education for the amount of $0.90 for donations.

Thank you in advance for your approval.

Sincerely,

Tara Bickford

Tara Bickford
Principal
Joseph George Middle School

BUSINESS OFFICE
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2021 SEP -9 P 12:43

277 Mahoney Drive San Jose, CA 95127 Phone- 408-928-7600 Fax- 408-928-7601
www.arusd.org/georgems Tara Bickford, Principal

Hubbard Media Arts Academy
1680 Foley Avenue
San Jose, CA 95122

Phone: (408) 928 - 7700 Fax: (408) 928 - 7701

Hubbard Media Arts Academy

Jonathan Natividad, Principal *Olga Martinez, Assistant Principal*

August 30, 2021

Corina Herrera-Loera, President
Board of Trustees
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

Dear President Herrera-Loera,

Enclosed please find check #PV100506 in the amount of $250.00 from Santa Clara County office of Education.

Please contact me if you have any questions. Thank you for your assistance.

BUSINESS OFFICE
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2021 SEP -7 P 12:55

060-9010-0-8699-00-1110-1000-
000000-080-2158
CR
9/17/21

Respectfully,

Jonathan Natividad
Principal
Hubbard Media Arts

encl

Lyndale Elementary School

All Students Can Learn.....All Students Can Succeed

13901 Nordyke Drive
San Jose, California 95127
(408) 928-7900

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, School Secretary
FAX 408 928-7901

August 24, 2021

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval: 9/17/21 CSC ①60-9010086 99-00-1110-1000-000000-0302108

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
SCCOE/Arts Ed Connecting	$500.00	Art Supplies

Total Amount of Donations: **$500.00**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Donald J. Meyer Elementary School

"Home of the Blue Jays"

1824 Daytona Drive
Phone: 408.928.8200

San Jose, Ca. 95122
Fax: 408.928.8201

Mr. Victor Guendulain- Principal

September 8, 2021

To: Board of Trustees
From: Mr. Guendulain- Principal
Regarding: Philanthropic Ventures Foundation Grants

To Whom It May Concern,

Please deposit the check for Ms. Lovelace a teacher here at Meyer school. She applied for a school grant to purchase multiplication flash cards. In the amount of $488.00.

BUSINESS OFFICE
RECEIVED
2021 SEP 10 P 1:

Check # 68140 $488.00 Lovelace 3rd grade students

Thank you,

PAINTER ELEMENTARY SCHOOL

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

August 24, 2021

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

Dear Board Members:

BUSINESS OFFICE
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2021 AUG 25 P 4:43

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

Chi Am Circle Club	$4,4500.00	Check #10045

The monetary donation check is to be used to supplement educational supplies and purchase of technology for all our students. Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

/sna

Attachment

Ryan S.T.E.A.M. Academy

1241 McGinness Ave San Jose CA 95127

Phone: (408)298-8653 FAX: (408)928-8651

September 09, 2021

Please accept this donation from The Santa Clara County Office of Education-Art Grant, in the form of a check in the amount of $1250.00. The funds will be utilized for art materials and supplies for our students at Ryan Elementary. Please deposit these funds in our donations account# 060-9010-0-8699-00-1110-1000-000000-100-~~2110~~ 2158

CR
9/13/21

Sincerely,

Ms. Yeny Rosales

Principal

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated October 14, 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: October 14, 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
October 14, 2021

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante Academy	Chuck E. Cheese Sales	PTA	08/17/21-06/07/22
Adelante II Academy	Chocolate Sales	PTA	10/15/21-11/12/21
Adelante II Academy	Jamba Juice Sales	PTA	05/01/22-05/31/22
Adelante II Academy	Panda Express Sales	PTA	04/01/22-04/30/22
Adelante II Academy	Read-A-Thon Sales	PTA	04/01/22-04/30/22
Adelante II Academy	El Pollo Loco Sales	PTA	03/01/22-03/31/22
Adelante II Academy	Valentine's Grams' Sales	PTA	02/01/22-02/28/22
Adelante II Academy	Popcornopolis Sales	PTA	01/01/22-01/31/22
Adelante II Academy	Krispy Kreme Sales	PTA	12/01/21-12/31/21
Adelante II Academy	Believe Kids Sales	PTA	10/28/21-11/12/21
Adelante II Academy	Scholastic Book Fair Sales	PTA	11/01/21-11/30/21
Adelante II Academy	Face Mask Lanyards Sales	PTA	10/25/21-10/29/21
George Middle	One Stone Apparel Sales	ASB	09/01/21-06/08/22
George Middle	Jostens Sales	ASB	11/01/21-06/08/22
George Middle	Year Book Sales	ASB	01/01/22-06/08/22
McCollam Elementary	Contributions to the ASB Account	ASB	09/01/21-06/30/22
McCollam Elementary	Jamba Juice Sales	ASB	09/01/21-10/31/21
Russo/McEntee Academy	Catalog Sales	ASB	10/04/21-11/04/21

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante Date: 9/8/2021

Description of Event: Type take out food from restaurant Vendor Chuck E Cheese

Purpose for Event: fundraise money for 5th and 6th grade science camp

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

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

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

Proposed Date(s) of Event: October Time of Event: _____

Contact Person: Stacey King

Location of Proposed Activity: at own home

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2019 and prior

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Maria Martinez 9/13/21
Signature Date

→ Reviewed by Business Services: Maria Newton Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: 9.23.21

Description of Event: Type Fundraiser Vendor World's Finest Chocolates

Purpose for Event: Raise funds for our 5th-7th graders to attend Science Camp.

If selling food what are the items: Chocolates Brand and package size: World's Finest, $1 Bars

Explain how food is handled/stored prior to or day of event: Chocolates will ship directly day of start of event and be handed by teachers only the students whose parents have signed a form wanting to sell. Selling will take place off campus/site only.

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

Proposed Date(s) of Event: Oct 15-Nov 12, 2021 Time of Event: Off campus/site

Contact Person: Mayra Llamas

Location of Proposed Activity: Off Campus/Site

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2018

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 23, 21 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/23/21 (Date)

Reviewed by Business Services: _____ Date: 9/28/2021

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

  CNS _____ Date: 10/5/21

  Approved X Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 SEP 15 P 12:14

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Jamba Juice Cards Vendor Jamba Juice

Purpose for Event: Raise funds.

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

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

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

Proposed Date(s) of Event: May 2022 Time of Event: All day online only

Contact Person: Mayra Llamas

Location of Proposed Activity: Virtual/Online

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2019

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: _____ Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 SEP 15 P 12:14

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Panda Express Vendor Panda Express

Purpose for Event: Raise funds.

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

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

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

Proposed Date(s) of Event: April 2021 Time of Event: 10am-10pm

Contact Person: Mayra Llamas

Location of Proposed Activity: Offsite: 1720 Story Rd, San Jose, CA.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2020-2021

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: _____ Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2021 SEP 15 P 12:14

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

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

Purpose for Event: Raise funds and promote kids to read.

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

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

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

Proposed Date(s) of Event: April 2021 Time of Event: All day

Contact Person: Mayra Llamas

Location of Proposed Activity: In child's own home.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2018

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: _____ Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type El Pollo Loco Vendor El Pollo Loco

Purpose for Event: Raise funds.

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

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

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

Proposed Date(s) of Event: March 2021 Time of Event: 10am-10pm

Contact Person: Mayra Llamas

Location of Proposed Activity: Offsite: 1701 Story Rd, San Jose, CA.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2020-2021

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/24 (Date)

Reviewed by Business Services: Marion Nevot Date: 10/01/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Valentine's Grams Vendor Safeway/Oriental Trading

Purpose for Event: Raise funds. Flowers/Toy/Pencils options to choose from. Non-Edibles.

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

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

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

Proposed Date(s) of Event: February 2021 Time of Event: Virtual/Online

Contact Person: Mayra Llamas

Location of Proposed Activity: Outside School Gates by Parent Volunteers or Order forms via email.

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: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: _____ Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Popcornopolis Vendor Popcornopolis

Purpose for Event: Raise funds.

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

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

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

Proposed Date(s) of Event: January 2021 Time of Event: Virtual/Online

Contact Person: Mayra Llamas

Location of Proposed Activity: Virtual/Online

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

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: _____ Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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2021 SEP 15 P 12:13

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Krispy Kreme Cards Vendor Krispy Kreme

Purpose for Event: Raise funds.

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

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

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

Proposed Date(s) of Event: December 2021 Time of Event: Virtual/Online

Contact Person: Mayra Llamas

Location of Proposed Activity: Virtual/Online

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2020-2021

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: Maria Nuñez Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
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2021 SEP 15 P 12:13

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Believe (Catalog) Vendor Believe Kids

Purpose for Event: Raise funds.

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

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

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

Proposed Date(s) of Event: Oct 28-Nov 12, 2021 Time of Event: Virtual/Online

Contact Person: Mayra Llamas

Location of Proposed Activity: Virtual/Online

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

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: Mara Newton Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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2021 SEP 15 P 12: 13

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Scholastic Book Fair Vendor Scholastic

Purpose for Event: Providing access to books for our students.

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

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

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

Proposed Date(s) of Event: November 2021 Time of Event: Virtual

Contact Person: Mayra Llamas

Location of Proposed Activity: Virtual/Online.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2020-2021

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 10/01/2021 (Date)

Reviewed by Business Services: _____ Date: 9/14/21

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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2021 SEP 15 P 12:13

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Language Academy Date: September 7, 2021

Description of Event: Type Face Mask Lanyards Fundraiser Vendor Amazon

Purpose for Event: Provide a lanyard for children to hook their masks onto & prevent them losing it when taking it off to eat.

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

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

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

Proposed Date(s) of Event: October 25-29, 2021 Time of Event: 2:30pm

Contact Person: Mayra Llamas

Location of Proposed Activity: Order Forms via Email, Lanyards given to teacher to distribute.

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: Mayra Llamas (Signature) September 7, 2021 (Date)

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

Student Council Representative: _____ (Signature) _____ (Date)

Principal Approval: _____ (Signature) 9/14/21 (Date)

Reviewed by Business Services: _____ Date: 10/02/2024

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 1 **(From Financial Plan)**

School Name: Joseph George Middle School Date: August 31, 2021

Description of Event: Type Clothing Sales Vendor One Stone Apperal

Purpose for Event: Students can purchase various clothing items to support school spirit and also for PE clothing

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

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

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

Proposed Date(s) of Event: September 1- June 8th Time of Event: 8:30-3:00pm

Contact Person: Tara Bickford

Location of Proposed Activity: Joseph George MS

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2017-2021

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

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

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

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

ASB Advisor: Wanda [signature] Signature 9/1/21 Date

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

Student Council Representative: Ramneek K. Dhami Signature 9/8/21 Date

Principal Approval: Tara Bickford Signature 9/1/21 Date

Reviewed by Business Services: Maria Dent Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 4 **(From Financial Plan)**

School Name: Joseph George Middle School Date: August 31,2021

Description of Event: Type School Pictures Vendor Jostens

Purpose for Event: Students will take and purchase fall, spring, and panorama pictures

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

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

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

Proposed Date(s) of Event: November-June Time of Event: 8:30-3:00pm

Contact Person: Tara Bickford, Stacey Williams, Alondra Rios-Cervantes, Sarika Kukreja

Location of Proposed Activity: Joseph George MS

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

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

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

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

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

ASB Advisor: Alondra R. Signature 9/1/21 Date

Student Council Approval Date: 9/1/21 (Middle Schools must attach minutes)

Student Council Representative: Ramneek K. Dhami Signature 9/8/21 Date

Principal Approval: Tara Bickford Signature 9/1/21 Date

Reviewed by Business Services: Maria Neut Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 5 **(From Financial Plan)**

School Name: Joseph George Middle School Date: August 31,2021

Description of Event: Type Year Book Vendor Jostens

Purpose for Event: Students can purchase their yearbooks

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

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

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

Proposed Date(s) of Event: Jan. -June Time of Event: 8:30-3:00pm

Contact Person: Tara Bickford, Stacey Williams, Alondra Rios-Cervantes, Sarika Kukreja

Location of Proposed Activity: Joseph George MS

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2017-2018

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

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

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

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

ASB Advisor: Alondra R. (Signature) 9/1/21 (Date)

Student Council Approval Date: 9/1/21 (Middle Schools must attach minutes)

Student Council Representative: Ramneek K. Drami (Signature) 9/8/21 (Date)

Principal Approval: Tara Bickford (Signature) 9/1/21 (Date)

Reviewed by Business Services: Maria Nuno Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Approval:
Contributions to the ASB Account

School Site: McCollam Date: 9/29/21

Purpose for Contributions: Field trips, school activities, misc. materials and supplies to support student body, Science Camp, Bus Transportation and student incentives. RJ JJ

Proposed Date(s) of Event: 2022 School year: September 2021 to June 30,2022

Contact Person: Letitia Stewart

Student Body Account Number: 0463015263

Status of Event (please check one): ☐ New Event ☑ Held Previously (Years): 2017, 2018, 2019....

What procedures will be used to account for contributions received?
Receipt to contributor, receipt book log for school accounting.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor Jonathan Grant Date: 9-29-2021
Signature

Student Council Approval Date 9/29/21

Student Council Representative Date:
School Admin (Elementary) Signature

Principal Approval Date: 09/29/21
Signature

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Reviewed by Business Services Maria Newton Date: 10/01/2021

Board Approval Date:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: McCollam Date: 9/28/21

Description of Event: Type Sell Jamba Juice Cards Vendor 017716

Purpose for Event: Funds for school activities

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

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

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

Proposed Date(s) of Event: SEPT-OCT 2021 Time of Event: 7:30 am - 3:00 pm

Contact Person: Trang Lim

Location of Proposed Activity: McCollam

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2019

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

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

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

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

ASB Advisor: Jonathan Tran 9-28-2021
Signature Date

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

Student Council Representative: Jonathan Tran 9-28-2021
Signature Date

Principal Approval: _____
Signature Date

Reviewed by Business Services: Maria Nevot Date: 10/01/2021

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo/McEntee Academy Date: 09/09/21

Description of Event: Type Catalog Fundraising Vendor Reading for Education

Purpose for Event: Raise money for the school garden program, Science fair, Kinder & 5th Grade Promotion

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

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

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

Proposed Date(s) of Event: 10/04/21 - 11/4/21 Time of Event: Online Sales

Contact Person: Tanu Kohli

Location of Proposed Activity: Online Fundraiser

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? N/A. 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 _____ Date

Principal Approval: Tanu Kohli Signature 09/09/21. Date

Reviewed by Business Services: Maria Nevot Date: 10/1/2021

- 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: October 3, 2021

Subject: **Vendor & Payroll Warrants**

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

Total of vendor warrants	$	4,945,822.75
Total of payroll warrants	$	4,380,591.90
Total	**$**	**9,326,414.65**

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

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

To the Board of Trustees: Meeting: October 14, 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: _____

September 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,355,707.31
120	Child Development Fund	$0.00
130	Cafeteria Fund	$298,998.21
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$0.00
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,291,117.23
	Subtotal	**$4,945,822.75**
088	Student Body Fund	$0.00
	Total Vendor Warrants	**$4,945,822.75**

	PAYROLL WARRANTS	
	10th of the month	$511,243.47
	EOM Payroll	$3,869,690.66
	Manual Checks	$3,478.01
	Void Checks	($3,820.24)
	Total Payroll Warrants	**$4,380,591.90**
	Grand Total All Warrants	**$9,326,414.65**

	From		To
AP Warrants used #	4008923	-	4009441
Payroll Direct Deposit Pay Stub used #	4725636	-	4727097
Payroll Checks used #	4402290	-	4725572

AP Check Register - Pivot Table Summary by Vendor
September 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	9/24/2021	4009336	010	$ 64.64
	9/17/2021	4009266	060	$ 18,034.53
4IMPRINT INC. Total				**$ 18,099.17**
ACE EMPOWER ACADEMY	9/3/2021	4009062	010	$ 72,866.00
ACE EMPOWER ACADEMY Total				**$ 72,866.00**
ACHIEVE KIDS	9/10/2021	4009119	080	$ 11,130.00
	9/17/2021	4009230	080	$ 9,549.00
ACHIEVE KIDS Total				**$ 20,679.00**
ACSA FOUNDATION FOR	9/24/2021	4009351	010	$ 1,000.00
ACSA FOUNDATION FOR Total				**$ 1,000.00**
ACTION TOWING AND ROAD SERVICE	9/3/2021	4008968	010	$ 217.50
ACTION TOWING AND ROAD SERVICE Total				**$ 217.50**
AIR FILTER/CONTROL	9/24/2021	4009382	050	$ 346.54
	9/17/2021	4009210	050	$ 97.40
AIR FILTER/CONTROL Total				**$ 443.94**
AIRGAS, INC.	9/24/2021	4009324	050	$ 45.08
AIRGAS, INC. Total				**$ 45.08**
ALBERT, WENDY E.	9/17/2021	4009175	010	$ 63.22
ALBERT, WENDY E. Total				**$ 63.22**
ALEJANDRO R HERRERA	9/1/2021	4008923	010	$ 4,961.27
ALEJANDRO R HERRERA Total				**$ 4,961.27**
ALFREDO GONZALEZ	9/3/2021	4009005	010	$ 144.29
ALFREDO GONZALEZ Total				**$ 144.29**
ALLIANCE FOR YOUTH ACHIEVEMENT	9/30/2021	4009426	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	9/3/2021	4009044	050	$ 1,162.82
	9/17/2021	4009211	050	$ 243.14
ALLIED REFRIGERATION INC. Total				**$ 1,405.96**
ALPENSPRUCE EDUCATION	9/3/2021	4008993	060	$ 22,500.00
ALPENSPRUCE EDUCATION Total				**$ 22,500.00**
ALPHA BLANCA ALVARADO(ALPHA1)	9/3/2021	4009063	010	$ 106,047.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 106,047.00**
ALPHA JOSE HERNANDEZ (ALPHA	9/3/2021	4009064	010	$ 108,136.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 108,136.00**
ALUM ROCK #305	9/30/2021	4009427	010	$ 454.00
ALUM ROCK #305 Total				**$ 454.00**
ALUM ROCK ADMINISTRATORS ASSOC	9/30/2021	4009428	010	$ 495.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 495.00**
AMAZON.COM LLC	9/10/2021	4009110	010	$ 45.90
		4009128	010	$ 522.75
	9/3/2021	4008982	010	$ -
			060	$ 2,834.40
	9/24/2021	4009363	080	$ 199.20
		4009389	010	$ 592.58
	9/13/2021	4009167	060	$ 637.74
	9/17/2021	4009195	010	$ 432.36
		4009267	060	$ 3,493.00

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AMAZON.COM LLC	9/17/2021	4009310	010	$ 72.92
AMAZON.COM LLC Total				**$ 8,830.85**
AMERICAN FIDELITY ASSURANCE	9/30/2021	4009429	010	$ 8,840.00
AMERICAN FIDELITY ASSURANCE Total				**$ 8,840.00**
AMERICAN FIDELITY ASSURANCE CO	9/30/2021	4009430	010	$ 28,773.29
AMERICAN FIDELITY ASSURANCE CO Total				**$ 28,773.29**
AMY ELIZABETH RODRIGUES	9/10/2021	4009129	010	$ 68.32
	9/17/2021	4009176	010	$ 400.00
AMY ELIZABETH RODRIGUES Total				**$ 468.32**
ANNELIESE CARTER	9/1/2021	4008924	010	$ 3,678.97
ANNELIESE CARTER Total				**$ 3,678.97**
AON RISK INSURANCE SERVICES	9/10/2021	4009111	010	$ 1,964.00
AON RISK INSURANCE SERVICES Total				**$ 1,964.00**
APPLE INC.	9/10/2021	4009112	010	$ 17,434.22
	9/24/2021	4009399	060	$ 870.63
	9/17/2021	4009268	010	$ 491.37
APPLE INC. Total				**$ 18,796.22**
APRIL HEATHER AMBARD	9/17/2021	4009244	010	$ 138.25
APRIL HEATHER AMBARD Total				**$ 138.25**
ARACELI VILLASENOR	9/17/2021	4009245	130	$ 150.00
ARACELI VILLASENOR Total				**$ 150.00**
ASSETGENIE INC.	9/10/2021	4009106	010	$ 138.00
ASSETGENIE INC. Total				**$ 138.00**
ASSOCIATION OF CALIFORNIA	9/30/2021	4009431	010	$ 2,980.14
ASSOCIATION OF CALIFORNIA Total				**$ 2,980.14**
AT&T	9/17/2021	4009231	010	$ 2,676.69
	9/28/2021	4009408	010	$ 852.87
AT&T Total				**$ 3,529.56**
AURORA SANABRIA	9/17/2021	4009246	130	$ 150.00
AURORA SANABRIA Total				**$ 150.00**
AXIOM COMMUNICATIONS SYSTEMS	9/3/2021	4008951	050	$ 859.36
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 859.36**
BATTERY SYSTEMS INC	9/3/2021	4008952	050	$ 72.20
		4009045	050	$ 144.76
BATTERY SYSTEMS INC Total				**$ 216.96**
BAY AREA FLOOR MACHINE	9/3/2021	4008953	010	$ 39.47
	9/24/2021	4009325	010	$ 84.82
BAY AREA FLOOR MACHINE Total				**$ 124.29**
BEATRICE PRADO	9/1/2021	4008925	010	$ 6,054.99
BEATRICE PRADO Total				**$ 6,054.99**
BENCHMARK EDUCATION COMPANY	9/10/2021	4009079	060	$ 8,395.00
BENCHMARK EDUCATION COMPANY Total				**$ 8,395.00**
BERNAL, STEPHANIE	9/17/2021	4009295	010	$ 282.88
BERNAL, STEPHANIE Total				**$ 282.88**
BIDDLE CONSULTING GROUP INC.	9/17/2021	4009232	010	$ 2,895.00
BIDDLE CONSULTING GROUP INC. Total				**$ 2,895.00**
BIG BOOKS BY GEORGE LTD	9/3/2021	4008969	060	$ 7,790.09

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
BIG BOOKS BY GEORGE LTD Total				**$**	**7,790.09**
BIOMETRICS4ALL INC.	9/3/2021	4009032	010	$	34.50
BIOMETRICS4ALL INC. Total				**$**	**34.50**
BLUETRITION BRANDS INC.	9/17/2021	4009174	060	$	23,456.55
	9/28/2021	4009425	010	$	1,130.55
			050	$	65.12
BLUETRITION BRANDS INC. Total				**$**	**24,652.22**
BRAINPOP LLC.	9/3/2021	4008994	060	$	19,717.50
BRAINPOP LLC. Total				**$**	**19,717.50**
BRETT ARYN DEARING	9/3/2021	4009006	010	$	172.45
BRETT ARYN DEARING Total				**$**	**172.45**
BRIDGE WIRELESS INC	9/24/2021	4009337	010	$	2,341.56
BRIDGE WIRELESS INC Total				**$**	**2,341.56**
BRIDGID JOSEPHINE	9/3/2021	4009007	010	$	295.89
BRIDGID JOSEPHINE Total				**$**	**295.89**
CABRILLO UNIFIED SD	9/24/2021	4009406	130	$	250.00
CABRILLO UNIFIED SD Total				**$**	**250.00**
CALIFORNIA ASSOCIATION OF	9/10/2021	4009136	010	$	110.00
CALIFORNIA ASSOCIATION OF Total				**$**	**110.00**
CALIFORNIA CONSULTING INC	9/17/2021	4009196	010	$	12,000.00
CALIFORNIA CONSULTING INC Total				**$**	**12,000.00**
CALIFORNIA UNITED MECHANICAL,	9/3/2021	4008955	050	$	3,729.81
	9/17/2021	4009213	050	$	1,240.00
CALIFORNIA UNITED MECHANICAL, Total				**$**	**4,969.81**
CAL-STEAM INC.	9/3/2021	4008954	050	$	254.14
		4009046	050	$	1,112.34
	9/24/2021	4009383	050	$	363.89
	9/17/2021	4009212	050	$	509.59
CAL-STEAM INC. Total				**$**	**2,239.96**
CAMBIUM LEARNING INC.	9/3/2021	4008970	060	$	31,528.14
	9/17/2021	4009311	060	$	3,825.97
CAMBIUM LEARNING INC. Total				**$**	**35,354.11**
CAMBRAE ALVAREZ & ADAM CARRERA	9/24/2021	4009352	080	$	3,000.00
CAMBRAE ALVAREZ & ADAM CARRERA Total				**$**	**3,000.00**
CANON FINANCIAL SERVICES INC.	9/17/2021	4009286	010	$	140.00
	9/28/2021	4009409	010	$	140.00
CANON FINANCIAL SERVICES INC. Total				**$**	**280.00**
CARDLOCK FUELS SYSTEM INC	9/24/2021	4009390	010	$	9,303.35
	9/17/2021	4009296	010	$	5,547.49
CARDLOCK FUELS SYSTEM INC Total				**$**	**14,850.84**
CARLOS GUERRA PACHECO	9/24/2021	4009371	050	$	109.35
CARLOS GUERRA PACHECO Total				**$**	**109.35**
CECILIA VELEZ JAMISON	9/17/2021	4009247	130	$	131.23
CECILIA VELEZ JAMISON Total				**$**	**131.23**
CELLCO PARTNERSHIP	9/13/2021	4009168	010	$	4,857.85
	9/23/2021	4009321	060	$	29.47
CELLCO PARTNERSHIP Total				**$**	**4,887.32**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
CENGAGE LEARNING INC	9/17/2021	4009197	060	$	825.95
CENGAGE LEARNING INC Total				**$**	**825.95**
CHARLES J POSNER	9/10/2021	4009120	010	$	226.84
CHARLES J POSNER Total				**$**	**226.84**
CHRISTINA ALISIA GUTIERREZ	9/1/2021	4008926	010	$	3,755.15
CHRISTINA ALISIA GUTIERREZ Total				**$**	**3,755.15**
CHRISTOPHER JANDA	9/17/2021	4009269	010	$	390.63
CHRISTOPHER JANDA Total				**$**	**390.63**
CINTAS CORPORATION	9/10/2021	4009130	010	$	418.88
			050	$	84.52
	9/3/2021	4008956	010	$	448.02
			050	$	84.52
		4009047	010	$	422.48
			050	$	84.52
	9/24/2021	4009326	010	$	418.52
			050	$	84.52
		4009384	010	$	530.27
			050	$	134.12
CINTAS CORPORATION Total				**$**	**2,710.37**
CITYSPAN TECHNOLOGIES INC	9/17/2021	4009198	060	$	13,925.00
CITYSPAN TECHNOLOGIES INC Total				**$**	**13,925.00**
CLARA ISABEL TENORIO	9/1/2021	4008927	010	$	3,318.45
CLARA ISABEL TENORIO Total				**$**	**3,318.45**
CRISTELA RAMIREZ	9/1/2021	4008928	010	$	4,742.61
CRISTELA RAMIREZ Total				**$**	**4,742.61**
CRISTOBAL CORTES	9/10/2021	4009139	010	$	150.00
CRISTOBAL CORTES Total				**$**	**150.00**
CSEA VICTORY CLUB	9/30/2021	4009432	010	$	35.00
CSEA VICTORY CLUB Total				**$**	**35.00**
CURRICULUM ASSOCIATES LLC	9/3/2021	4008971	060	$	95.33
CURRICULUM ASSOCIATES LLC Total				**$**	**95.33**
Cynthia Corona	9/17/2021	4009177	010	$	51.78
Cynthia Corona Total				**$**	**51.78**
D&S COMMUNICATIONS INC	9/24/2021	4009400	010	$	2,336.41
D&S COMMUNICATIONS INC Total				**$**	**2,336.41**
DAYLIGHT FOODS INC	9/17/2021	4009285	130	$	8,919.89
DAYLIGHT FOODS INC Total				**$**	**8,919.89**
DE LA SALETTE ZAMORA	9/17/2021	4009248	130	$	147.63
DE LA SALETTE ZAMORA Total				**$**	**147.63**
DELL MARKETING L.P.	9/3/2021	4008972	010	$	43,071.88
	9/24/2021	4009401	060	$	17,496.17
DELL MARKETING L.P. Total				**$**	**60,568.05**
DELTA DENTAL	9/10/2021	4009162	670	$	859.52
DELTA DENTAL Total				**$**	**859.52**
DENISSE MENDEZ	9/17/2021	4009270	130	$	306.14
DENISSE MENDEZ Total				**$**	**306.14**
DESERT DISTRIBUTING LLC	9/24/2021	4009353	080	$	109.93

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
DESERT DISTRIBUTING LLC Total			**$**	**109.93**
DILIGENT CORPORATION	9/15/2021	4009172	010	$ 18,000.00
DILIGENT CORPORATION Total			**$**	**18,000.00**
DOLORES QUINTERO	9/24/2021	4009372	010	$ 150.00
DOLORES QUINTERO Total			**$**	**150.00**
DOUGLAS KLEINHENZ	9/3/2021	4009008	010	$ 438.74
	9/17/2021	4009178	010	$ 43.40
DOUGLAS KLEINHENZ Total			**$**	**482.14**
DSA - OFFICE OF REGULATORY	9/10/2021	4009137	060	$ 1,450.25
		4009157	060	$ 1,450.25
		4009158	060	$ 1,450.25
		4009159	060	$ 1,450.25
		4009160	060	$ 1,450.25
		4009161	060	$ 1,450.25
DSA - OFFICE OF REGULATORY Total			**$**	**8,701.50**
EDGES ELECTRICAL GROUP LLC	9/3/2021	4008957	050	$ 3,017.44
		4009048	050	$ 1,630.16
	9/24/2021	4009327	050	$ 181.39
EDGES ELECTRICAL GROUP LLC Total			**$**	**4,828.99**
EDUCATIONAL IDEAS INC.	9/17/2021	4009271	080	$ 3,814.80
EDUCATIONAL IDEAS INC. Total			**$**	**3,814.80**
EINSTEIN NOAH RESTAURANT	9/3/2021	4008983	010	$ 440.47
		4008995	010	$ 110.45
EINSTEIN NOAH RESTAURANT Total			**$**	**550.92**
EKON-O-PAC LLC	9/24/2021	4009354	130	$ 5,760.00
EKON-O-PAC LLC Total			**$**	**5,760.00**
ELIZABETH NEVAREZ	9/17/2021	4009249	130	$ 65.50
ELIZABETH NEVAREZ Total			**$**	**65.50**
ELIZABETH NUNEZ GUZMAN	9/17/2021	4009297	010	$ 184.00
ELIZABETH NUNEZ GUZMAN Total			**$**	**184.00**
ENVIRONMENTAL SYSTEMS INC	9/3/2021	4008958	050	$ 513.00
	9/17/2021	4009214	050	$ 5,838.51
ENVIRONMENTAL SYSTEMS INC Total			**$**	**6,351.51**
ERIN DEVINE	9/10/2021	4009121	080	$ 9,230.00
	9/24/2021	4009373	080	$ 8,320.00
ERIN DEVINE Total			**$**	**17,550.00**
FEDERAL EXPRESS	9/3/2021	4009033	010	$ 252.34
	9/13/2021	4009169	010	$ 72.43
	9/17/2021	4009272	010	$ 54.60
FEDERAL EXPRESS Total			**$**	**379.37**
FLORENCE MARIE SUL	9/17/2021	4009179	010	$ 330.56
FLORENCE MARIE SUL Total			**$**	**330.56**
FOSTER DAIRY FARMS	9/17/2021	4009304	130	$ 31,422.54
FOSTER DAIRY FARMS Total			**$**	**31,422.54**
FRANCO SOLANO-MORATAYA	9/10/2021	4009140	050	$ 150.00
FRANCO SOLANO-MORATAYA Total			**$**	**150.00**
FRICKE-PARKS PRESS INC	9/10/2021	4009113	010	$ 727.03

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
FRICKE-PARKS PRESS INC Total				**$ 727.03**
GABRIEL RAMIREZ	9/17/2021	4009273	010	$ 136.54
GABRIEL RAMIREZ Total				**$ 136.54**
GARDENLAND CENTER INC.	9/3/2021	4008959	050	$ 784.94
GARDENLAND CENTER INC. Total				**$ 784.94**
GLORIA INES CORTES	9/17/2021	4009298	010	$ 209.91
GLORIA INES CORTES Total				**$ 209.91**
GOLD STAR FOODS	9/17/2021	4009305	130	$ 207,787.72
GOLD STAR FOODS Total				**$ 207,787.72**
GOMEZ, RIGOBERTO	9/17/2021	4009180	010	$ 219.74
GOMEZ, RIGOBERTO Total				**$ 219.74**
GRAYBAR ELECTRIC COMPANY, INC.	9/24/2021	4009402	010	$ 764.12
GRAYBAR ELECTRIC COMPANY, INC. Total				**$ 764.12**
GREGOIRE, NICOLE	9/17/2021	4009250	060	$ 171.42
GREGOIRE, NICOLE Total				**$ 171.42**
GREGORY S KELLERMAN	9/1/2021	4008929	010	$ 5,529.37
GREGORY S KELLERMAN Total				**$ 5,529.37**
GUENDULAIN, VICTOR A.	9/3/2021	4009009	010	$ 136.84
GUENDULAIN, VICTOR A. Total				**$ 136.84**
GUITAR SHOWCASE	9/28/2021	4009410	010	$ 199.54
GUITAR SHOWCASE Total				**$ 199.54**
HAPARA INC.	9/17/2021	4009287	060	$ 1,666.00
	9/28/2021	4009411	060	$ 737.80
HAPARA INC. Total				**$ 2,403.80**
HAPPY NUMBERS INC	9/24/2021	4009355	060	$ 3,575.00
HAPPY NUMBERS INC Total				**$ 3,575.00**
HARRISON, DOUGLAS LEE	9/24/2021	4009391	010	$ 607.96
HARRISON, DOUGLAS LEE Total				**$ 607.96**
HARRY L. MURPHY INC.	9/3/2021	4008960	050	$ 61,255.00
	9/17/2021	4009215	050	$ 188.59
HARRY L. MURPHY INC. Total				**$ 61,443.59**
HELENA JOO MANLEY	9/1/2021	4008930	010	$ 5,896.30
HELENA JOO MANLEY Total				**$ 5,896.30**
HOME DEPOT U.S.A. INC.	9/3/2021	4008961	050	$ 1,658.10
		4009049	050	$ 1,672.96
		4009050	010	$ 1,232.50
	9/24/2021	4009328	050	$ 3,560.02
		4009329	010	$ 3,206.63
	9/17/2021	4009216	050	$ 2,476.56
		4009217	010	$ 6,739.41
HOME DEPOT U.S.A. INC. Total				**$ 20,546.18**
HONG, LI YAO HUANG	9/24/2021	4009392	010	$ 206.18
HONG, LI YAO HUANG Total				**$ 206.18**
HORIZON DISTRIBUTORS INC	9/3/2021	4008962	050	$ 453.47
	9/24/2021	4009330	050	$ 524.80
	9/17/2021	4009218	050	$ 149.81
HORIZON DISTRIBUTORS INC Total				**$ 1,128.08**

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ICONIX WATERWORKS (US) INC.	9/24/2021	4009385	050	$ 208.45
	9/17/2021	4009219	050	$ 3,354.44
ICONIX WATERWORKS (US) INC. Total				**$ 3,562.89**
IDA G HARL	9/10/2021	4009101	010	$ 214.64
IDA G HARL Total				**$ 214.64**
IDN INC	9/3/2021	4009051	050	$ 175.35
IDN INC Total				**$ 175.35**
IMAGINE LEARNING INC.	9/17/2021	4009199	060	$ 267,000.00
IMAGINE LEARNING INC. Total				**$ 267,000.00**
INTERVISION SYSTEMS LLC	9/3/2021	4009034	010	$ 9,363.86
INTERVISION SYSTEMS LLC Total				**$ 9,363.86**
IRMA GUERRA MARTINEZ	9/17/2021	4009251	130	$ 150.00
IRMA GUERRA MARTINEZ Total				**$ 150.00**
IRMA RODARTE GONZAGA	9/24/2021	4009374	130	$ 150.00
IRMA RODARTE GONZAGA Total				**$ 150.00**
ISTATION INC.	9/3/2021	4008973	010	$ 13,434.00
ISTATION INC. Total				**$ 13,434.00**
IT MANAGEMENT CORPORATION	9/13/2021	4009170	010	$ 1,742.56
	9/17/2021	4009200	010	$ 14,968.50
			060	$ 2,181.96
IT MANAGEMENT CORPORATION Total				**$ 18,893.02**
ITSAVVY LLC	9/10/2021	4009080	060	$ 91.38
	9/3/2021	4008984	010	$ 1,887.53
	9/24/2021	4009403	060	$ 142.15
	9/17/2021	4009274	010	$ 515.16
		4009312	010	$ 152.75
ITSAVVY LLC Total				**$ 2,788.97**
JACQUELINE DOMINGUEZ	9/24/2021	4009375	010	$ 150.00
JACQUELINE DOMINGUEZ Total				**$ 150.00**
JAIME P GRIMALDO	9/24/2021	4009376	010	$ 150.00
JAIME P GRIMALDO Total				**$ 150.00**
JAMES WRIGHT	9/17/2021	4009299	010	$ 40.00
JAMES WRIGHT Total				**$ 40.00**
JASMINE LA SHAUN WOODS	9/1/2021	4008931	010	$ 3,847.60
JASMINE LA SHAUN WOODS Total				**$ 3,847.60**
JEANS PALACE INC.	9/10/2021	4009096	060	$ 1,472.71
JEANS PALACE INC. Total				**$ 1,472.71**
JEFFERS HANDBELL SUPPLY	9/17/2021	4009275	010	$ 268.30
JEFFERS HANDBELL SUPPLY Total				**$ 268.30**
JESS FERNANDEZ	9/3/2021	4009052	050	$ 14,750.00
JESS FERNANDEZ Total				**$ 14,750.00**
JESSE M SERNA	9/3/2021	4008985	010	$ 13,411.30
	9/28/2021	4009412	010	$ 8,455.65
JESSE M SERNA Total				**$ 21,866.95**
JESUS GARCIA	9/3/2021	4009010	010	$ 150.00
JESUS GARCIA Total				**$ 150.00**
JOHN F. FONT PHD & ASSOCIATES	9/24/2021	4009393	080	$ 9,656.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JOHN F. FONT PHD & ASSOCIATES Total				**$ 9,656.00**
JONATHAN TRAN	9/17/2021	4009252	060	$ 49.24
JONATHAN TRAN Total				**$ 49.24**
JOSIE SANCHEZ ORTEGA	9/17/2021	4009253	130	$ 150.00
JOSIE SANCHEZ ORTEGA Total				**$ 150.00**
JOURNEYED.COM INC.	9/17/2021	4009233	010	$ 895.90
JOURNEYED.COM INC. Total				**$ 895.90**
JUAN ZUNIGA	9/10/2021	4009141	010	$ 150.00
JUAN ZUNIGA Total				**$ 150.00**
JULIETA OROZCO	9/17/2021	4009254	130	$ 150.00
JULIETA OROZCO Total				**$ 150.00**
KAISER	9/10/2021	4009163	670	$ 174,995.57
	9/17/2021	4009313	670	$ 261.00
KAISER Total				**$ 175,256.57**
KAISER PERMANENTE	9/28/2021	4009422	670	$ 412.66
KAISER PERMANENTE Total				**$ 412.66**
KARI ELIZABETH ROEMER	9/10/2021	4009102	010	$ 135.22
KARI ELIZABETH ROEMER Total				**$ 135.22**
KASTURI BASU	9/17/2021	4009255	060	$ 75.92
KASTURI BASU Total				**$ 75.92**
KATHERINE ANN GRUNEWALD	9/1/2021	4008932	010	$ 3,866.99
KATHERINE ANN GRUNEWALD Total				**$ 3,866.99**
KATHY RUBIO	9/30/2021	4009439	010	$ 303.83
KATHY RUBIO Total				**$ 303.83**
KEENAN & ASSOCIATES	9/10/2021	4009164	670	$ 116,589.00
KEENAN & ASSOCIATES Total				**$ 116,589.00**
KELLEE R BREAUX	9/17/2021	4009181	010	$ 44.08
KELLEE R BREAUX Total				**$ 44.08**
KELLY-MOORE PAINT COMPANY INC.	9/3/2021	4009053	050	$ 176.85
KELLY-MOORE PAINT COMPANY INC. Total				**$ 176.85**
KENNETH MCBRIAN	9/3/2021	4009011	010	$ 99.43
KENNETH MCBRIAN Total				**$ 99.43**
KEVIN DAVID WEBSTER	9/10/2021	4009122	080	$ 42.56
KEVIN DAVID WEBSTER Total				**$ 42.56**
KHAI Q. TRAN	9/24/2021	4009331	050	$ 10,380.00
	9/17/2021	4009220	050	$ 39,930.00
KHAI Q. TRAN Total				**$ 50,310.00**
KIMBERLY H SIMON	9/3/2021	4009012	010	$ 79.53
KIMBERLY H SIMON Total				**$ 79.53**
KIMI JOY HIROSHIMA	9/10/2021	4009142	010	$ 201.65
KIMI JOY HIROSHIMA Total				**$ 201.65**
KIPP HEARTWOOD ACADEMY	9/3/2021	4009065	010	$ 126,367.00
KIPP HEARTWOOD ACADEMY Total				**$ 126,367.00**
KIPP PRIZE PREPARATORY ACADEMY	9/3/2021	4009066	010	$ 126,030.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 126,030.00**
KONSTANTINA WIDMAN	9/1/2021	4008933	010	$ 6,811.55
KONSTANTINA WIDMAN Total				**$ 6,811.55**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
KRISTINA RENEE CHAVEZ	9/17/2021	4009182	010	$ 132.64
KRISTINA RENEE CHAVEZ Total				**$ 132.64**
LAKESHORE EQUIPMENT COMPANY	9/10/2021	4009143	010	$ 419.64
			080	$ 523.68
	9/3/2021	4008986	060	$ 3,507.37
		4008996	080	$ 177.59
	9/24/2021	4009338	010	$ 72.15
		4009364	010	$ 193.25
			080	$ 473.70
	9/17/2021	4009234	060	$ 186.15
		4009276	010	$ 165.07
			060	$ 144.06
			080	$ 95.10
LAKESHORE EQUIPMENT COMPANY Total				**$ 5,957.76**
LAURA ANGELES	9/24/2021	4009377	130	$ 150.00
LAURA ANGELES Total				**$ 150.00**
LAZEL INC	9/3/2021	4008974	060	$ 5,000.00
LAZEL INC Total				**$ 5,000.00**
LDP INC	9/17/2021	4009235	060	$ 4.47
LDP INC Total				**$ 4.47**
LEE & LOW BOOKS INC	9/24/2021	4009365	060	$ 40.75
LEE & LOW BOOKS INC Total				**$ 40.75**
LEE ELLEN PRUETT	9/1/2021	4008934	010	$ 6,056.27
LEE ELLEN PRUETT Total				**$ 6,056.27**
LETICIA ARRIAGA DE MALDONADO	9/17/2021	4009256	130	$ 138.70
LETICIA ARRIAGA DE MALDONADO Total				**$ 138.70**
LETICIA RIVAS	9/3/2021	4009013	010	$ 72.40
LETICIA RIVAS Total				**$ 72.40**
LILY MILIM CHANG	9/3/2021	4009014	010	$ 74.02
	9/17/2021	4009183	010	$ 33.39
LILY MILIM CHANG Total				**$ 107.41**
LINDA TEMPLETON	9/1/2021	4008935	010	$ 3,018.90
LINDA TEMPLETON Total				**$ 3,018.90**
LISA DIANE DESHPANDE	9/3/2021	4009015	010	$ 41.76
LISA DIANE DESHPANDE Total				**$ 41.76**
LITTLE HEROES INC.	9/10/2021	4009107	010	$ 1,400.00
			060	$ 1,400.00
		4009144	010	$ 2,800.00
	9/24/2021	4009394	060	$ 2,800.00
	9/17/2021	4009236	060	$ 2,800.00
		4009300	010	$ 1,400.00
			060	$ 1,400.00
	9/28/2021	4009413	060	$ 2,800.00
LITTLE HEROES INC. Total				**$ 16,800.00**
LOPEZ, RACHEL	9/10/2021	4009108	010	$ 395.68
	9/17/2021	4009184	010	$ 195.94
LOPEZ, RACHEL Total				**$ 591.62**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
LOTT, SABRINA	9/3/2021	4009035	010	$	46.02
LOTT, SABRINA Total				**$**	**46.02**
LOURDES DEL ROSARIO	9/17/2021	4009257	130	$	150.00
LOURDES DEL ROSARIO Total				**$**	**150.00**
LOWES COMPANIES INC.	9/3/2021	4008963	050	$	4,175.37
		4008997	050	$	411.03
		4009054	050	$	184.95
	9/24/2021	4009356	060	$	103,906.25
	9/17/2021	4009221	050	$	362.23
LOWES COMPANIES INC. Total				**$**	**109,039.83**
LOZANO SMITH LLP	9/28/2021	4009423	010	$	270.00
			080	$	2,149.50
		4009424	080	$	8,261.50
LOZANO SMITH LLP Total				**$**	**10,681.00**
LUCITA M SALVOSA	9/3/2021	4009016	010	$	17.50
LUCITA M SALVOSA Total				**$**	**17.50**
LUISA HIDALGO AGBUYA	9/17/2021	4009258	130	$	150.00
LUISA HIDALGO AGBUYA Total				**$**	**150.00**
LUZ MARIA ALCARAZ	9/3/2021	4009017	010	$	150.00
LUZ MARIA ALCARAZ Total				**$**	**150.00**
LYNN M MARTINEZ	9/1/2021	4008936	010	$	4,740.45
LYNN M MARTINEZ Total				**$**	**4,740.45**
MADELYN MARIE BAMBERG	9/1/2021	4008937	010	$	6,824.02
MADELYN MARIE BAMBERG Total				**$**	**6,824.02**
MALO R UGAPO	9/3/2021	4009018	050	$	138.96
MALO R UGAPO Total				**$**	**138.96**
MALONEY, BECKI	9/17/2021	4009185	010	$	60.93
MALONEY, BECKI Total				**$**	**60.93**
MANN, PARVEEN	9/17/2021	4009301	010	$	107.07
MANN, PARVEEN Total				**$**	**107.07**
MANSON WESTERN CORPORATION	9/24/2021	4009357	080	$	464.68
	9/17/2021	4009237	060	$	1,335.04
MANSON WESTERN CORPORATION Total				**$**	**1,799.72**
MARBLE BRIDGE FUNDING GROUP	9/3/2021	4008975	010	$	110,500.00
MARBLE BRIDGE FUNDING GROUP Total				**$**	**110,500.00**
MARIA C. GOCHEZ BLANCO	9/17/2021	4009222	050	$	973.49
MARIA C. GOCHEZ BLANCO Total				**$**	**973.49**
MARIA CARMELITA PEREZ SUAREZ	9/10/2021	4009131	010	$	74.35
	9/17/2021	4009186	010	$	86.14
MARIA CARMELITA PEREZ SUAREZ Total				**$**	**160.49**
MARIA CARMINA OROZCO	9/10/2021	4009132	010	$	50.40
MARIA CARMINA OROZCO Total				**$**	**50.40**
MARIA CONSEPCION ROBLES	9/17/2021	4009259	130	$	150.00
MARIA CONSEPCION ROBLES Total				**$**	**150.00**
MARIA DOLORES ORTEGA	9/1/2021	4008938	010	$	4,128.66
MARIA DOLORES ORTEGA Total				**$**	**4,128.66**
MARIA E MOYOLI	9/3/2021	4009019	010	$	103.74

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
MARIA E MOYOLI Total				**$ 103.74**
MARIA F MUNIZ	9/1/2021	4008939	010	$ 3,339.82
MARIA F MUNIZ Total				**$ 3,339.82**
MARIA L STASI	9/17/2021	4009260	130	$ 150.00
MARIA L STASI Total				**$ 150.00**
MARIBEL CARRILLO	9/17/2021	4009187	010	$ 240.05
MARIBEL CARRILLO Total				**$ 240.05**
MARILU BELMAN	9/17/2021	4009302	010	$ 109.89
MARILU BELMAN Total				**$ 109.89**
MARIO E GUDIEL	9/3/2021	4009020	010	$ 117.97
MARIO E GUDIEL Total				**$ 117.97**
MARISOL ANDRADE LEYBA	9/10/2021	4009133	010	$ 230.40
MARISOL ANDRADE LEYBA Total				**$ 230.40**
MAXIM HEALTHCARE SERVICES	9/10/2021	4009081	010	$ 1,444.20
		4009123	080	$ 14,215.00
	9/17/2021	4009314	010	$ 3,700.20
MAXIM HEALTHCARE SERVICES Total				**$ 19,359.40**
MERRY MART UNIFORM LLC	9/17/2021	4009306	060	$ 3,964.03
MERRY MART UNIFORM LLC Total				**$ 3,964.03**
MICHELLE MATRO WRIGHT	9/28/2021	4009414	060	$ 71.82
MICHELLE MATRO WRIGHT Total				**$ 71.82**
MID AMERICA ADMINISTRATION	9/30/2021	4009433	010	$ 4,283.94
MID AMERICA ADMINISTRATION Total				**$ 4,283.94**
MIKE R VAN DE WALLE	9/1/2021	4008940	010	$ 6,281.83
MIKE R VAN DE WALLE Total				**$ 6,281.83**
MILLAN, YVONNE	9/17/2021	4009188	010	$ 209.37
MILLAN, YVONNE Total				**$ 209.37**
MKO AUTO SERVICE INC.	9/3/2021	4009036	010	$ 1,819.94
			050	$ 1,409.16
MKO AUTO SERVICE INC. Total				**$ 3,229.10**
MOBYMAX LLC	9/17/2021	4009238	060	$ 5,485.00
MOBYMAX LLC Total				**$ 5,485.00**
MOLLY D ROWE	9/1/2021	4008941	010	$ 4,183.95
MOLLY D ROWE Total				**$ 4,183.95**
MONICA TURREY KORTEN	9/10/2021	4009103	010	$ 232.10
MONICA TURREY KORTEN Total				**$ 232.10**
MUS VIL INC.	9/3/2021	4008987	010	$ 308.44
	9/24/2021	4009339	010	$ 15,502.68
			060	$ 37,161.69
		4009358	060	$ 2,079.21
		4009395	010	$ 7.43
	9/17/2021	4009277	010	$ 4,094.07
			060	$ 752.80
	9/28/2021	4009415	010	$ 1,125.07
MUS VIL INC. Total				**$ 61,031.39**
MUSIC IN MOTION	9/3/2021	4008988	010	$ 130.90
MUSIC IN MOTION Total				**$ 130.90**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
NADIA G MIRANDA	9/17/2021	4009261	130	$	43.68
NADIA G MIRANDA Total				**$**	**43.68**
NANCY ANN HADDOX	9/10/2021	4009097	010	$	262.50
NANCY ANN HADDOX Total				**$**	**262.50**
NANCY FLORES	9/10/2021	4009134	010	$	400.00
NANCY FLORES Total				**$**	**400.00**
NATHAN W BEN-YONATAN	9/1/2021	4008942	010	$	6,621.24
NATHAN W BEN-YONATAN Total				**$**	**6,621.24**
NCS PEARSON INC.	9/10/2021	4009082	080	$	1,566.75
		4009145	060	$	236.04
			080	$	197.09
NCS PEARSON INC. Total				**$**	**1,999.88**
NEARPOD INC.	9/3/2021	4008976	060	$	1,800.00
		4008998	010	$	86,666.67
NEARPOD INC. Total				**$**	**88,466.67**
NEEDLEMAN, EREZ	9/3/2021	4009037	010	$	58.97
NEEDLEMAN, EREZ Total				**$**	**58.97**
NEW TECHNOLOGY NETWORK LLC	9/3/2021	4008977	010	$	10,760.00
NEW TECHNOLOGY NETWORK LLC Total				**$**	**10,760.00**
NEXTEL OF CALIFORNIA INC.	9/17/2021	4009201	010	$	2,337.14
NEXTEL OF CALIFORNIA INC. Total				**$**	**2,337.14**
NICOLE J WESSON	9/24/2021	4009378	080	$	220.00
NICOLE J WESSON Total				**$**	**220.00**
NO TEARS LEARNING INC.	9/10/2021	4009114	080	$	415.09
	9/24/2021	4009366	010	$	415.09
NO TEARS LEARNING INC. Total				**$**	**830.18**
NORMA P FLORES	9/3/2021	4009021	010	$	151.84
NORMA P FLORES Total				**$**	**151.84**
OCCUPATIONAL HEALTH CTR OF CA	9/3/2021	4008999	010	$	132.50
	9/17/2021	4009239	010	$	132.50
OCCUPATIONAL HEALTH CTR OF CA Total				**$**	**265.00**
OFFICE DEPOT	9/10/2021	4009083	010	$	858.37
		4009091	010	$	1,621.47
		4009092	010	$	1,956.90
		4009093	010	$	989.48
		4009094	010	$	933.33
		4009095	010	$	1,802.82
		4009098	010	$	719.27
		4009104	010	$	796.55
		4009109	010	$	791.78
		4009115	010	$	1,062.09
		4009117	010	$	754.58
		4009118	010	$	732.03
		4009124	010	$	1,083.06
	9/24/2021	4009322	010	$	555.73
		4009323	010	$	1,237.55
		4009340	010	$	769.32

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	9/24/2021	4009346	010	$ 386.23
			080	$ 288.59
		4009347	010	$ 607.13
		4009348	010	$ 1,206.38
		4009349	010	$ 449.17
		4009350	010	$ 795.65
		4009359	010	$ 707.09
		4009367	010	$ 713.03
		4009379	010	$ 321.99
			080	$ 590.54
		4009386	010	$ 457.09
		4009387	010	$ 735.11
		4009388	010	$ 868.45
		4009404	010	$ 330.85
			130	$ 29.02
		4009407	010	$ 636.42
	9/8/2021	4009070	010	$ 1,114.56
		4009071	010	$ 1,431.63
		4009072	010	$ 2,803.61
		4009073	010	$ 1,602.80
		4009074	010	$ 1,389.50
		4009075	010	$ 5,236.04
		4009076	010	$ 2,088.60
			130	$ 159.17
		4009077	010	$ 337.01
			060	$ 655.32
		4009078	010	$ 732.91
	9/17/2021	4009189	010	$ 524.08
		4009202	010	$ 741.77
		4009288	010	$ 502.70
		4009294	010	$ 451.47
		4009303	010	$ 364.81
		4009315	010	$ 1,778.88
	9/28/2021	4009416	010	$ 556.68
OFFICE DEPOT Total				**$ 48,258.61**
ONE STONE APPAREL INC.	9/3/2021	4009038	010	$ 2,597.81
ONE STONE APPAREL INC. Total				**$ 2,597.81**
OTC DIRECT INC	9/3/2021	4009000	010	$ 324.81
	9/17/2021	4009278	010	$ 205.06
OTC DIRECT INC Total				**$ 529.87**
P & R PAPER SUPPLY COMPANY	9/17/2021	4009209	130	$ 34,759.45
P & R PAPER SUPPLY COMPANY Total				**$ 34,759.45**
PACIFIC EDUCATORS INC.	9/30/2021	4009434	010	$ 98.58
PACIFIC EDUCATORS INC. Total				**$ 98.58**
PARENTSQUARE INC.	9/28/2021	4009417	010	$ 40,745.00
PARENTSQUARE INC. Total				**$ 40,745.00**
PARTRIDGE CONSULTING INC.	9/3/2021	4008978	080	$ 5,500.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
PARTRIDGE CONSULTING INC. Total			**$**	**5,500.00**
PAZ, ADRIANA	9/1/2021	4008943	010	$ 5,695.23
PAZ, ADRIANA Total			**$**	**5,695.23**
PERSEUS ASSOCIATES	9/10/2021	4009084	010	$ 1,475.00
PERSEUS ASSOCIATES Total			**$**	**1,475.00**
PETER P. IMPERIAL	9/3/2021	4009039	010	$ 667.00
PETER P. IMPERIAL Total			**$**	**667.00**
PETERSON, CHESTER	9/3/2021	4009022	010	$ 65.79
PETERSON, CHESTER Total			**$**	**65.79**
PG&E	9/3/2021	4009001	010	$ 51.41
	9/15/2021	4009173	010	$ 180,618.41
PG&E Total			**$**	**180,669.82**
PINUELA, NERU	9/24/2021	4009396	010	$ 119.88
PINUELA, NERU Total			**$**	**119.88**
POWELL, MATTHEW	9/10/2021	4009125	010	$ 271.01
POWELL, MATTHEW Total			**$**	**271.01**
PRE-PAID LEGAL SERVICES INC.	9/30/2021	4009435	010	$ 299.74
PRE-PAID LEGAL SERVICES INC. Total			**$**	**299.74**
PRESTON W JONES	9/17/2021	4009190	010	$ 19.96
PRESTON W JONES Total			**$**	**19.96**
PRIMO B VELAZQUEZ	9/10/2021	4009146	050	$ 108.15
PRIMO B VELAZQUEZ Total			**$**	**108.15**
PRO-ED	9/10/2021	4009147	080	$ 411.86
PRO-ED Total			**$**	**411.86**
QUADIENT FINANCE USA, INC.	9/3/2021	4009002	010	$ 10,060.00
QUADIENT FINANCE USA, INC. Total			**$**	**10,060.00**
QUADIENT, INC.	9/3/2021	4008979	010	$ 360.97
QUADIENT, INC. Total			**$**	**360.97**
R & R REFRIGERATION & AIR	9/3/2021	4009040	130	$ 7,010.73
R & R REFRIGERATION & AIR Total			**$**	**7,010.73**
RAMIREZ, MANUEL A	9/10/2021	4009085	010	$ 206.18
RAMIREZ, MANUEL A Total			**$**	**206.18**
RANDALL E. KLEIN	9/24/2021	4009341	010	$ 1,770.00
	9/17/2021	4009289	010	$ 2,151.00
		4009316	010	$ 576.00
	9/28/2021	4009418	060	$ 480.00
RANDALL E. KLEIN Total			**$**	**4,977.00**
RANDI E ROSS	9/3/2021	4009023	010	$ 90.96
RANDI E ROSS Total			**$**	**90.96**
RAQUEL D HUMMEL	9/10/2021	4009105	010	$ 350.96
RAQUEL D HUMMEL Total			**$**	**350.96**
REBECCA BERRY	9/3/2021	4009024	010	$ 196.16
REBECCA BERRY Total			**$**	**196.16**
RECOLOGY SOUTH BAY	9/10/2021	4009138	010	$ 18,122.05
	9/17/2021	4009203	010	$ 2,137.77
RECOLOGY SOUTH BAY Total			**$**	**20,259.82**
RENAISSANCE LEARNING INC.	9/17/2021	4009279	060	$ 3,738.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
RENAISSANCE LEARNING INC. Total				**$ 3,738.00**
RICK DELONG	9/3/2021	4009055	010	$ 1,875.00
	9/24/2021	4009332	010	$ 1,985.00
	9/17/2021	4009223	010	$ 3,480.00
RICK DELONG Total				**$ 7,340.00**
RIVERSIDE ASSESSMENTS LLC	9/10/2021	4009116	080	$ 4,543.18
RIVERSIDE ASSESSMENTS LLC Total				**$ 4,543.18**
RMC A RAY MORGAN COMPANY	9/17/2021	4009290	010	$ 348.26
			060	$ 112.72
RMC A RAY MORGAN COMPANY Total				**$ 460.98**
RO HEALTH INC.	9/10/2021	4009086	010	$ 120.00
	9/17/2021	4009204	010	$ 5,536.50
		4009317	010	$ 6,062.10
RO HEALTH INC. Total				**$ 11,718.60**
ROCHA, JUANA	9/17/2021	4009262	130	$ 133.75
ROCHA, JUANA Total				**$ 133.75**
ROCHESTER 100 INC.	9/10/2021	4009148	010	$ 180.00
	9/17/2021	4009280	010	$ 216.00
ROCHESTER 100 INC. Total				**$ 396.00**
ROCKETSHIP FUERZA	9/3/2021	4009067	010	$ 185,469.00
ROCKETSHIP FUERZA Total				**$ 185,469.00**
ROCKETSHIP SI SE PUEDE	9/3/2021	4009068	010	$ 115,491.00
ROCKETSHIP SI SE PUEDE Total				**$ 115,491.00**
ROLLINS INC.	9/17/2021	4009224	050	$ 954.52
ROLLINS INC. Total				**$ 954.52**
ROSELLE GILDORE ANDACA	9/3/2021	4009025	010	$ 140.43
	9/17/2021	4009191	010	$ 114.44
ROSELLE GILDORE ANDACA Total				**$ 254.87**
RR DONNELLEY	9/10/2021	4009087	010	$ 1,188.53
		4009149	060	$ 2,121.88
RR DONNELLEY Total				**$ 3,310.41**
RUSSELL SIGLER INC.	9/17/2021	4009225	050	$ 1,668.12
RUSSELL SIGLER INC. Total				**$ 1,668.12**
RUTH M TORRES SOLORIO	9/1/2021	4008944	010	$ 4,114.91
RUTH M TORRES SOLORIO Total				**$ 4,114.91**
S.C.C.E.S.J.H.C.A	9/24/2021	4009368	010	$ 450.00
S.C.C.E.S.J.H.C.A Total				**$ 450.00**
SABINA MURESAN	9/10/2021	4009150	010	$ 45.36
SABINA MURESAN Total				**$ 45.36**
SAMANTHA R ZENTNER	9/1/2021	4008945	010	$ 3,422.02
SAMANTHA R ZENTNER Total				**$ 3,422.02**
SAN JOAQUIN COUNTY OFFICE	9/24/2021	4009360	080	$ 450.00
SAN JOAQUIN COUNTY OFFICE Total				**$ 450.00**
SAN JOSE WATER COMPANY	9/2/2021	4008950	010	$ 91,532.16
SAN JOSE WATER COMPANY Total				**$ 91,532.16**
SANCHEZ, JOHN	9/17/2021	4009192	010	$ 177.16
SANCHEZ, JOHN Total				**$ 177.16**

AP Check Register - Pivot Table Summary by Vendor
September 2021

Vendor Name	Date	Warrant #	Fund		Sum of Amount
SANTA CLARA COUNTY OFFICE OF	9/10/2021	4009151	010	$	315.97
	9/24/2021	4009342	010	$	125.00
	9/17/2021	4009205	060	$	315.26
SANTA CLARA COUNTY OFFICE OF Total				**$**	**756.23**
SANTARINA, TRAVIS	9/10/2021	4009166	080	$	36.23
SANTARINA, TRAVIS Total				**$**	**36.23**
SARA D HARO	9/1/2021	4008946	010	$	3,582.41
SARA D HARO Total				**$**	**3,582.41**
SARAH JIN KIM	9/3/2021	4009026	010	$	407.61
SARAH JIN KIM Total				**$**	**407.61**
SARAH M KRETOVICS	9/17/2021	4009193	010	$	72.00
SARAH M KRETOVICS Total				**$**	**72.00**
SAVE MART SUPERMARKETS	9/10/2021	4009099	080	$	200.75
	9/17/2021	4009240	010	$	159.62
			080	$	203.25
SAVE MART SUPERMARKETS Total				**$**	**563.62**
SCHOLASTIC INC.	9/3/2021	4009003	060	$	453.15
SCHOLASTIC INC. Total				**$**	**453.15**
SCHOOL DATEBOOKS	9/17/2021	4009291	010	$	638.75
SCHOOL DATEBOOKS Total				**$**	**638.75**
SCHOOL HEALTH CORPORATION	9/10/2021	4009088	080	$	313.86
	9/17/2021	4009281	060	$	195.05
			080	$	146.28
SCHOOL HEALTH CORPORATION Total				**$**	**655.19**
SCHOOL INNOVATIONS &	9/24/2021	4009343	010	$	65,500.00
SCHOOL INNOVATIONS & Total				**$**	**65,500.00**
SCHOOL NURSE SUPPLY INC.	9/24/2021	4009405	010	$	955.94
	9/17/2021	4009282	010	$	533.75
SCHOOL NURSE SUPPLY INC. Total				**$**	**1,489.69**
SCHOOL SERVICES OF CALIFORNIA	9/10/2021	4009135	010	$	340.00
	9/3/2021	4009041	010	$	275.00
SCHOOL SERVICES OF CALIFORNIA Total				**$**	**615.00**
SECURITY CONTRACTOR SERVICES	9/3/2021	4008964	050	$	495.38
		4009056	050	$	269.85
SECURITY CONTRACTOR SERVICES Total				**$**	**765.23**
SELF INSURED SCHOOLS OF	9/17/2021	4009307	670	$	755,950.00
SELF INSURED SCHOOLS OF Total				**$**	**755,950.00**
SEVERIN INTERMEDIATE HOLDINGS	9/3/2021	4009042	010	$	315.00
SEVERIN INTERMEDIATE HOLDINGS Total				**$**	**315.00**
SEYEM DANIELLE ESTEP	9/1/2021	4008947	010	$	6,279.33
SEYEM DANIELLE ESTEP Total				**$**	**6,279.33**
SHARP ELECTRONICS CORPORATION	9/17/2021	4009283	060	$	1,530.84
SHARP ELECTRONICS CORPORATION Total				**$**	**1,530.84**
SHAYLYN NORENE ORDAZ	9/10/2021	4009152	010	$	115.94
SHAYLYN NORENE ORDAZ Total				**$**	**115.94**
SHERRY DUARTE	9/10/2021	4009153	010	$	86.19
SHERRY DUARTE Total				**$**	**86.19**

AP Check Register - Pivot Table Summary by Vendor
September 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SILICON VALLEY MATHEMATICS	9/3/2021	4008980	060	$ 6,300.00
SILICON VALLEY MATHEMATICS Total				**$ 6,300.00**
SILICON VALLEY SECURITY &	9/10/2021	4009126	010	$ 6,932.56
	9/17/2021	4009226	010	$ 7,222.48
SILICON VALLEY SECURITY & Total				**$ 14,155.04**
SINEAD UNA ANN OCHINERO	9/3/2021	4009027	010	$ 158.52
SINEAD UNA ANN OCHINERO Total				**$ 158.52**
SITHAN LY	9/24/2021	4009380	130	$ 135.42
SITHAN LY Total				**$ 135.42**
SKETCHFORSCHOOLS PUBLISHING	9/3/2021	4008989	010	$ 1,039.24
SKETCHFORSCHOOLS PUBLISHING Total				**$ 1,039.24**
SPOTIFY USA INC.	9/17/2021	4009292	060	$ 249.00
SPOTIFY USA INC. Total				**$ 249.00**
SPURR	9/17/2021	4009293	010	$ 2,146.90
SPURR Total				**$ 2,146.90**
STACEY WILLIAMS	9/3/2021	4009028	010	$ 114.51
STACEY WILLIAMS Total				**$ 114.51**
STANDARD INSURANCE CO.	9/30/2021	4009436	010	$ 16,097.44
STANDARD INSURANCE CO. Total				**$ 16,097.44**
STARFALL EDUCATION FOUNDATION	9/24/2021	4009361	060	$ 270.00
STARFALL EDUCATION FOUNDATION Total				**$ 270.00**
STATE OF CALIFORNIA	9/3/2021	4008990	010	$ 864.00
	9/17/2021	4009241	010	$ 1,619.00
STATE OF CALIFORNIA Total				**$ 2,483.00**
STATEWIDE TRAFFIC SAFETY AND	9/3/2021	4009057	050	$ 983.60
	9/24/2021	4009333	050	$ 536.70
STATEWIDE TRAFFIC SAFETY AND Total				**$ 1,520.30**
STEVEN WAYNE DOTY	9/3/2021	4008965	050	$ 804.13
		4009058	050	$ 125.00
STEVEN WAYNE DOTY Total				**$ 929.13**
STLR CORPORATION	9/28/2021	4009419	010	$ 1,093.75
STLR CORPORATION Total				**$ 1,093.75**
STUDIES WEEKLY INC	9/3/2021	4008981	060	$ 45,902.20
	9/13/2021	4009171	060	$ 3,843.00
STUDIES WEEKLY INC Total				**$ 49,745.20**
SUNBELT RENTALS INC.	9/24/2021	4009334	050	$ 1,748.12
SUNBELT RENTALS INC. Total				**$ 1,748.12**
SUNBELT STAFFING LLC	9/24/2021	4009397	080	$ 14,215.50
	9/7/2021	4009069	080	$ 2,827.50
SUNBELT STAFFING LLC Total				**$ 17,043.00**
SUPER DUPER INC	9/3/2021	4008991	010	$ 223.73
SUPER DUPER INC Total				**$ 223.73**
SWING EDUCATION INC.	9/10/2021	4009089	010	$ 240.10
	9/3/2021	4009004	010	$ 960.40
	9/17/2021	4009284	010	$ 1,640.10
SWING EDUCATION INC. Total				**$ 2,840.60**
TALTON, VERONICA	9/17/2021	4009263	010	$ 13.33

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund	Sum of Amount
TALTON, VERONICA Total				**$ 13.33**
TAM CONG LE	9/17/2021	4009264	010	$ 68.69
TAM CONG LE Total				**$ 68.69**
TARA CELENE BICKFORD	9/24/2021	4009398	060	$ 198.89
TARA CELENE BICKFORD Total				**$ 198.89**
TARGET SPECIALTY PRODUCTS	9/3/2021	4008966	050	$ 987.15
		4009059	050	$ 561.64
	9/17/2021	4009227	050	$ 1,665.47
TARGET SPECIALTY PRODUCTS Total				**$ 3,214.26**
TEACHERS' CURRICULUM	9/17/2021	4009242	060	$ 2,082.50
TEACHERS' CURRICULUM Total				**$ 2,082.50**
TEAMSTERS LOCAL #150	9/30/2021	4009437	010	$ 9,853.00
TEAMSTERS LOCAL #150 Total				**$ 9,853.00**
TEAMSTERS MANAGED TRUST FUNDS	9/10/2021	4009165	670	$ 210,090.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 210,090.00**
TEXAS LIFE INSURANCE	9/30/2021	4009438	010	$ 6,252.22
TEXAS LIFE INSURANCE Total				**$ 6,252.22**
THANH PHU	9/24/2021	4009381	050	$ 150.00
THANH PHU Total				**$ 150.00**
THANH XUAN THI NGUYEN	9/17/2021	4009265	130	$ 147.64
THANH XUAN THI NGUYEN Total				**$ 147.64**
THE PROPHET CORPORATION	9/10/2021	4009154	010	$ 476.07
	9/3/2021	4008992	010	$ 1,234.44
	9/24/2021	4009369	080	$ 294.43
THE PROPHET CORPORATION Total				**$ 2,004.94**
THERESA NGUYEN	9/10/2021	4009155	010	$ 266.10
THERESA NGUYEN Total				**$ 266.10**
THINK TOGETHER	9/17/2021	4009206	060	$ 172,046.20
THINK TOGETHER Total				**$ 172,046.20**
THU HONG THI TRAN	9/3/2021	4009029	010	$ 78.67
THU HONG THI TRAN Total				**$ 78.67**
TIEN VU	9/30/2021	4009440	010	$ 2,058.46
TIEN VU Total				**$ 2,058.46**
T-MOBILE USA, INC.	9/3/2021	4009043	060	$ 23,988.00
T-MOBILE USA, INC. Total				**$ 23,988.00**
TOLLNER LAW OFFICES A	9/24/2021	4009362	080	$ 6,000.00
TOLLNER LAW OFFICES A Total				**$ 6,000.00**
U.S. BANK	9/20/2021	4009320	010	$ 3,830.83
			060	$ 5,324.60
U.S. BANK Total				**$ 9,155.43**
UMA RAVISHANKER	9/10/2021	4009127	010	$ 95.80
UMA RAVISHANKER Total				**$ 95.80**
UNITED PARCEL SERVICE	9/17/2021	4009207	010	$ 132.00
UNITED PARCEL SERVICE Total				**$ 132.00**
UNITED REFRIGERATION INC.	9/3/2021	4009060	050	$ 586.35
	9/17/2021	4009228	050	$ 1,515.03
UNITED REFRIGERATION INC. Total				**$ 2,101.38**

AP Check Register - Pivot Table Summary by Vendor
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Vendor Name	Date	Warrant #	Fund	Sum of Amount
UNITEDHEALTHCARE INSURANCE	9/17/2021	4009308	670	$ 19,858.00
UNITEDHEALTHCARE INSURANCE Total				**$ 19,858.00**
VALLEY TRANSPORTATION AUTH.	9/17/2021	4009309	060	$ 695.00
VALLEY TRANSPORTATION AUTH. Total				**$ 695.00**
VICTOR GUTIERREZ	9/1/2021	4008948	010	$ 4,924.82
VICTOR GUTIERREZ Total				**$ 4,924.82**
VINCENT N IWASAKI	9/3/2021	4009030	010	$ 523.22
VINCENT N IWASAKI Total				**$ 523.22**
VISION SERVICE PLAN	9/17/2021	4009318	670	$ 12,041.48
VISION SERVICE PLAN Total				**$ 12,041.48**
VISTA CENTER FOR THE BLIND &	9/17/2021	4009243	080	$ 380.00
VISTA CENTER FOR THE BLIND & Total				**$ 380.00**
VIVIANA C OLDHAM	9/1/2021	4008949	010	$ 3,122.96
VIVIANA C OLDHAM Total				**$ 3,122.96**
VIVIANNE NGUYEN	9/3/2021	4009031	010	$ 8.20
	9/17/2021	4009194	010	$ 32.45
VIVIANNE NGUYEN Total				**$ 40.65**
W.W. GRAINGER INC.	9/3/2021	4008967	050	$ 976.57
		4009061	050	$ 1,222.84
	9/24/2021	4009335	050	$ 599.98
W.W. GRAINGER INC. Total				**$ 2,799.39**
WALTERS, MELISSA	9/10/2021	4009090	010	$ 400.33
WALTERS, MELISSA Total				**$ 400.33**
WATER QUALITY PLUMBING INC	9/17/2021	4009229	050	$ 280.00
WATER QUALITY PLUMBING INC Total				**$ 280.00**
WEST VALLEY MUSIC	9/28/2021	4009420	010	$ 512.86
WEST VALLEY MUSIC Total				**$ 512.86**
WEX Health Inc	9/10/2021	4009156	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WOODWIND & BRASSWIND INC.	9/28/2021	4009421	010	$ 1,531.25
WOODWIND & BRASSWIND INC. Total				**$ 1,531.25**
WOWZY CREATION CORP.	9/24/2021	4009370	010	$ 93.66
WOWZY CREATION CORP. Total				**$ 93.66**
YMCA OF SILICON VALLEY	9/17/2021	4009208	060	$ 43,100.00
		4009319	010	$ 10,000.00
YMCA OF SILICON VALLEY Total				**$ 53,100.00**
ZANE GRAY HAWKINS	9/30/2021	4009441	010	$ 4,047.05
ZANE GRAY HAWKINS Total				**$ 4,047.05**
ZOHO CORPORATION	9/24/2021	4009344	010	$ 6,475.00
ZOHO CORPORATION Total				**$ 6,475.00**
ZOOM VIDEO COMMUNICAITONS INC.	9/10/2021	4009100	010	$ 32,729.40
	9/24/2021	4009345	010	$ 482.88
ZOOM VIDEO COMMUNICAITONS INC. Total				**$ 33,212.28**
Grand Total				**$ 4,945,822.75**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.05

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez M.M Title: Procurement Manager

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

To the Board of Trustees: Meeting: October 14, 2021

Recommend Approval Regular Board Meeting

10.05

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
October 14, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Aptitud Rebecca Jensen	11/02/21- 05/30/22	Consortium on Reaching Excellence in Education (CORE)	$44,600.00	Provide teachers specific implementation solutions and plan for support needs. They will help deepen the expertise of school leaders, improve classroom instruction, enable staff to use date to plan interventions and alignment of instruction to standards. Funding: Restricted
Aptitud Rebecca Jensen	10/15/21- 06/30/22	Science from Scientists	$5,000.00	Science from Scientists will engage approximately 92 students from 4th – 5th grades in science, technology, mathematics, and engineering literacy that are aligned to Next Generation Science Standards (NGSS). Funding: Restricted
LUCHA Kristin Burt	10/01/21- 06/30/22	Imagine Learning, Inc.	$1,500.00	Professional development to support LUCHA teachers in implementing the Imagine Learning program for both Imagine Learning's Language and Literacy program and Math program. Session will be via Zoom. Funding: Restricted
Painter Joseph Manluco	10/15/21- 06/30/22	Science from Scientists	No Cost	Science from Scientists will teach and inspire students to solve real-word problems by improving science, technology, mathematics, engineering and literacy (STEM). Services will be offered virtually for Painter School students in 4th and 5th grade. Funding: N/A

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Renaissance @ Mathson Vince Iwasaki	10/18/21- 06/15/22	Amigos de Guadalupe	No Cost	Amigos de Guadalupe (ADG) will provide a literacy focused after school program for a maximum of 30 students. Twice a week ADG will provide in depth tutoring and literacy to students who need interventions. Funding: N/A
Academic Services Barbara Campbell	10/15/21- 06/30/22	Accelerate Learning, Inc.	$1,600.00	Provide professional development for STEM scopes Science Implementation Training for all ARUSD teachers. Services will be provided virtually. PD is in relation to Next Generation Science Standards Aligned Textbook Adoption (NGSS)-(Board approved August 12, 2021). Funding: Restricted
Academic Services/ Early Learning Dr. Dianna Ballesteros	10/15/21- 06/30/22	The California Education Partners	No Cost	Support Pre-K to 3rd grade coherence to fundamentally improve student success and impact state policy. CA Ed Partners provides a number of services and benefits to districts participating in this Improvement Collaboration at no cost. In addition, each participating district will receive a $10,000 stipend per academic year to cover other expenses related to their improvement Collaboration work. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services/ Social & Emotional Learning Annya Artigas	10/15/21-06/30/22	Community Solutions	No Cost	Provide therapeutic services to children between ages 6-15 who are presenting an intensive therapeutic need which require high level of support care. This program provides home, telehealth office, and/or school based metal health services to youth. Funding: N/A
Business Services Kolvira Chheng	10/01/21-09/30/23	Informed K12	$48,408.00	Provide an easy-to-use workflow automation and digital forms solutions that helps school districts manage forms and paperwork electronically; automate critical school business processes; and track approval workflows across depts. Funding: General
Business Services Kolvira Chheng	10/01/21-09/30/22	SchoolWorks, Inc.	$10,750.00 NTE	Provide a demographic study with enrollment projections; Districtwide and school specific enrollment projections meant to serve as planning tool to help with both long and short term planning; other factors capacity utilization of existing facilities, planning modernization, etc. Funding: General
Child Nutrition Services Denisse Mendez	09/01/21-06/30/22	ACME Pacific Repairs, Inc.	$20,000.00	Districtwide repair of kitchen equipment such as dishwashers, ovens, warmers, re-therm ovens and steam tables. All equipment used for heating and holding food for meal distribution. Funding: Restricted
Child Nutrition Services Denisse Mendez	10/14/21-10/14//22	Garda CL West, Inc.	$200.00 NTE per month	Courier service to pick up and deposit money from district office to district banking location. Pick-ups will be made every Thursday, except on holidays. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	10/15/21- 06/30/22	Selway Construction, Inc.	$36,077.00	Installation of security fencing at Adelante Academy I: Fencing will include top rail and bottom tension wire, sliding gates, pedestrian gates and new concrete walkway. Funding: Restricted
Maintenance Ed Villarreal	10/15/21- 06/30/22	Selway Construction, Inc.	$55,923.00	Fencing installation to separate Ocala M.S. from DCP. Fencing will include top rail and bottom tension wire. Also replace entrance gates with wide panic bars and form concrete pathway. Funding: Restricted
Maintenance Ed Villarreal	10/15/21- 06/30/22	Selway Construction, Inc.	$59,985.00	Cesar Chavez/Presley Children's Center remodeling to include: demo cabinets, patch dry wall frame, insulate/paint walls and ceiling, mount LED lights, install sliding door, and clean up. Funding: Restricted
Maintenance Ed Villarreal	10/15/21- 06/30/22	Sugimura Finney Architects	$6,000.00	Provide Architectural Services, including assistance with the fabric shade structure project at San Antonio Elementary, through the use of Board approved contract # 1819-11 with Shade Structures, Inc. dba: USA Shade & Fabric Structures. Funding: General
Maintenance Ed Villarreal	10/15/21- 06/30/22	USA Shade & Fabric Structures	$77,673.45	Provide a full service plan for the installation of a shade structure at San Antonio Elementary. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Sandra Garcia	10/15/21- 06/10/22	Schmahl Science Workshops	No Cost	Master Contract: Provide approximately 100 hands on Science Workshops across 5 ARUSD schools. Adelante, Meyer and 3 others TBD. 100% Grant supported at no cost to the District/School for in-kind service during the 2021-2022 SY. Support will be online or in-person. Funding: N/A
Human Resources Tereasa Smith	09/10/21- 06/30/22	Swing Education, Inc.	$35,000.00	Contract Extension: CO 226083, Board approved September 9, 2021. Original contract amount: $29,000.00 New total amount: $64,000.00 $29,000.00 was the deposit only, weekly invoices are to be paid above and beyond the deposit. Services used in May and June of 2022 will be drawn from the deposit, and left over money will be refunded to the district in July. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Aptitud (School/Dept.) VENDOR NO. 18203

PROGRAM MANAGER: Rebecca Jensen

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: Consortium on Reaching Excellence in Education (CORE)

   Address: 1300 Clay Street, Suite 600 City: Oakland State: CA Zip: 94612

   Phone: (775) 815-0344 Email Address: lguevara@corelearn.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date November 2, 2021 end date May 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:

   CORE will provide teachers specific implementation issues and plan for support needs. They will help deepen the expertise of school leaders, improve classroom instruction, enable staff to use data to plan interventions and alignment of instruction to standards.

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:** $44,600.00 (describe rate agreement) _____

   060-7810-0-5815-00-1110-1000-000000-120-7812 & 060-7810-0-1190-00-1110-1000-0000

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

CORE
Consortium on Reaching Excellence in Education
Your Implementation Partner for Literacy and Math Achievement

Exhibit A

Scope of Work #R21-033

Aptitud Community Academy
Alum Rock Union School District

Contact:	Becky Jensen	Title: Principal
Mailing Address:	2475 Van Winkle Ln	Phone: (408) 928-7650
Shipping Address:	Same	Cell Phone: (408) 941-3016
Email Address:	rebecca.jensen@arusd.org	
Alternate Contact:	Jose Cortez	Title: Asst. Principal
Email Address:	jose.cortez@arusd.org	Phone: 408-928-7650
CC Rep:	Emily Cremidis	ecremidis@collaborativeclassroom.org

Services Description

Start Date: November 2, 2021 End Date: May 30, 2022

Item	Service/Material Name	Quantity	Price Per Item	Tax	Shipping	Total
In-person professional learning day	SIPPS Initial Training for Beginning, Extension, Challenge	1	$3,700	NA	NA	$3,700
In-person professional learning days in 2-day trips	Site Implementation Support	6 (12 days total)	$6,900	NA	NA	$41,400
Discount	Volume					($500)
Total Project Cost						$44,600

Please be advised that if you increase your participant numbers and/or materials fewer than 30 days prior to a training date, CORE *CANNOT* guarantee delivery.

SIPPS Initial Training for K-3 teachers – 1 day, in-person

Initial training on *SIPPS* for Beginning Extension, and Challenge levels. The training will include an overview of *SIPPS*, including how to administer the placement assessment, an introduction to the mastery tests, and the Learning Portal. It will also include a focus on the specific scope and sequence and instructional routines for Beginning, Extension, and Challenge levels. The consultant will model and participants will practice specific instructional routines from all the levels.

Site Implementation Support – 12 days, In-person, 1 consultant

The CORE consultant will provide coaching and implementation support for *SIPPS* and *Benchmark Advance* and will work directly with the school leadership to plan the specific services and timing. If subs can be made available, then the first round of visits in September can focus on modified lesson study so teachers can see a *SIPPS* model lesson and debrief. The following sets of visits can focus on providing individualized teacher and administrator coaching, data study to review SIPPS Mastery test data and other assessments, *SIPPS* routines review and practice, and consultant lesson modeling for both *SIPPS* and *Benchmark Advance*. If subs aren't available for the Sept visit, then school site support described above and below can happen then as well.

In addition, other types of services can be provided during site support including:

Collaborative Planning

The first CORE site visit is a crucial planning day to identify specific implementation issues and plan for organization, resources, and support needs. A CORE Educational Consultant initiates or reviews your comprehensive school literacy plan, including organization of instruction, implementation of a multitiered model, student grouping, time allocations, materials, personnel usage, and planned staff development. In addition, the Consultant helps you develop a pacing calendar. The Consultant conducts initial walk-through visits to classrooms. This session should include your leadership team.

Classroom Teacher Coaching, Lesson Study, Program Planning

The Consultant provides a number of services directly to classroom teachers. With the local coach, she or he coaches classroom teachers based on direct observation and feedback. The Consultant also conducts collaboratively planned demonstration lessons, using your adopted materials. With the coach, the Consultant works with small groups of teachers to plan grade-level grouping and interventions based on analysis of assessment data. The Consultant also works with small groups of teachers to provide review and deeper understanding of adopted instructional materials, resolve implementation issues, and provide coaching on implementing effective instructional techniques. The number of classrooms and teachers visited during any one day depends on the priorities of the school leadership and the specific issues the Consultant needs to address.

Multi-tiered System of Supports/ Response to Instruction and Intervention

A CORE Consultant can provide support with data analysis, planning for robust materials and appropriate assessments, and goal setting and problem solving.

Executive Coaching

For school administrators, the Consultant provides personal coaching sessions that combine professional development with a discussion of instructional materials and visits to selected classrooms to calibrate observations and monitor program implementation. The Consultant works closely with the building administrator to ensure he or she understands how the instructional program is designed, what effective implementation of a core curriculum and supplemental intervention programs looks like, and how to use data to leverage improved achievement. Through regular classroom walk-throughs and

facilitated sessions, the CORE Consultant supports the building leadership to have the knowledge, tools, and confidence to lead sustained literacy improvement efforts.

Mentored Practice for Coaches

Part of the site visit allocation is devoted to building expertise of coaches and teacher leaders. The Consultant mentors the coaches as they model lessons, observe and debrief teachers, conduct data study sessions, and analyze test data. The Consultant assists the coaches to facilitate on-site collaborative conversations and develop solutions to implementation challenges.

Alignment of Instruction to Standards

The CORE Consultant will work with staff to map instruction and your curriculum materials to ensure tight alignment of instruction to your state standards.

Assessment Support

Regular use of screening and progress-monitoring data can make intervention planning dramatically more effective. The Consultant provides assistance in the use of assessment instruments, including diagnostic data, screening and progress monitoring instruments, both CBM and curriculum-embedded assessments. The Consultant works closely with teachers, the principal, curriculum specialists, and coaches to show them how to analyze the data to plan student groupings and specific interventions. Teachers who have learned to incorporate such data into their teaching practice frequently respond positively to the growth they see in their own students' reading proficiency.

Off-site Continued Support

Through a combination of on-site, phone and email support, reports, and development of client resources (agendas, planning templates) the Consultant manages the CORE program of services closely with site administrators and teacher leaders, and serves as the liaison to CORE.

Participant Outcomes

- Identify specific implementation issues and plan for organization, resources, and support needs.
- Deepen the expertise of school leaders through training on instructional materials and assessment, as well as visits to selected classrooms to observe instruction and practice coaching and feedback.
- Improve classroom instruction as the CORE Consultant models lessons in classrooms and conducts classroom observations and coaching.
- Help teachers more deeply understand adopted instructional materials and resolve implementation-related issues.
- Enable all instructional staff to use data to plan student groupings and interventions.
- Help coaches learn to analyze test data, facilitate on-site collaborative conversations, and develop solutions to implementation challenges.
- Alignment of instruction to standards.

Invoicing

CORE's total fee for the work to be performed under this SOW will be $44,600.

The fees and expenses for this SOW will be invoiced on a monthly basis. The first invoice will be on 11/30/2021. All invoices are payable within 30 days of receipt by Client.

All payments will be sent to CORE's principal address or by electronic transfer to:

Mailing a check:
Consortium on Reaching Excellence in Education, Inc.
1300 Clay Street, Suite 600, Oakland, CA 94612
Tax ID: 94-3264308

Electronic Payment:
Name of Bank: Wells Fargo
Account Name: Consortium on Reaching Excellence in Education, Inc.
Account Type: Business Checking
ABA Number: 121042882
Account Number: 0053289302

Note: For all above services, references to specific CORE Consultants are based on information known at the time of this SOW. CORE cannot guarantee that the named consultants will perform all services, or perform in the capacity identified above. CORE reserves the right to provide alternate qualified consultants based on business circumstances.

The above proposal is the service offering based on the information above in the Total Project Cost section. Costs stated in this proposal are final once they are in the dually signed contract between CORE and the client. Any modification or subsequent changes to service specifications must be mutually agreed upon and if necessary, an amendment to said agreement between the two parties.

Each of the parties has caused this SOW to be executed on its behalf by its duly authorized representatives as of the Effective Date and agrees than an electronic signature of a duly authorized representative constitutes a valid signature for such party.

Consortium on Reaching Excellence in Education, Inc.

	Client
Signature:	Signature:
Name: Robert Sheffield	Name: Dr. Hilaria Bauer
Title: President	Title: Superintendent
Date: 9/20/2021	Date:
Tax ID: 94-3264308	Tax ID: 77-0016360

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Aptitud (School/Dept.) VENDOR NO. 300142

PROGRAM MANAGER: Rebecca Jensen

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: Science from Scientists

   Address: 533 Airport Blvd #135 City: Burlingame State: CA Zip: 94010

   Phone: (805) 368-5599 Email Address: gauri@sciencefromscientists.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 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:

   Science from Scientists will engage students in science lessons that are aligned to NGSS. Science from Scientists will serve our 4th & 5th grade students which totals out to 92 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:** $5,000.00 (describe rate agreement) _____

   060-3010-0-5815-00-1110-1000-000000-120-1190

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

School Name: __Aptitud Elementary School ____

Science from Scientists (SfS) is a 501c3 non-profit organization with a mission to teach and inspire the next generation to identify and solve real-world problems by improving science, technology, mathematics, and engineering (STEM) literacy. SfS provides hands-on science, technology, engineering, and math lessons to grade 3 - 8 students on a regular, recurring schedule over the course of an academic year. The number of on-site hours is determined by each school and based on the grade level(s) selected for the program, but typically runs either a full or half length of the school day.

SfS staff are individuals with degrees in STEM and or significant STEM industry experience who have been trained and coached to deliver STEM lessons in a formal classroom environment. SfS staff work alongside classroom teachers and other school faculty to select, sequence, prepare, deliver, and evaluate SfS lessons.

SfS lessons are available for several topics including: physics, engineering, anatomy and physiology, chemistry, earth science, life science, technology, and scientific practices. Every lesson is designed in the 5E Instructional Learning Model and aligned to the Next Generation Science Standards (NGSS) as well as applicable state science and engineering standards and benchmarks in every region where SfS operates school programs. SfS provides all of the materials and equipment for each lesson, as well as optional follow-up activities, videos, and evaluation questions and prompts.

SfS will require the names and emails of all classroom teachers participating in the program 30 days first day of school sessions at which SciSci offers content.

Program Schedule Information

1. Select the grade(s) to enroll in this program. *SfS can typically serve 1-2 grades depending on the length of the school day and the establishment of a schedule where the science blocks do not overlap.*

▫ 3rd X 4th X 5th ▫ 6th ▫ 7th ▫ 8th

2. Provide an expected total number of students and classes that SfS will be serving.

Expected Total Number of Students ___98_ Number of Classes __3___

3. Provide your top three preferences for which day of the week the SfS program will work with your students. *SfS will make every effort to provide your first choice. Dates are confirmed on a first come, first serve basis.*

First Choice : Tuesday

Second Choice: Wednesday

Third Choice: Monday

4. Provide a class-by-class schedule that SfS will use for every visit.

X I have this now and will email it to the SfS Operations Director.

▢ I do not have the schedule yet but will provide it prior to the first day of school.

Please be advised:

- Schedule must accommodate all classes in the grade level(s) selected.
- Class periods are usually 45 - 60 minutes
- SfS programs can take place in traditional classrooms, science labs or virtually. If in-person, availability of a whiteboard, blackboard, or smart board is requested; projectors are not required but appreciated if available.

5. Until the point when students are permitted to share materials, SfS will provide individual student activity kits for each student for each lesson. Kits will be brought in by the instructors if they are in the classroom, or delivered to schools to distribute to students if the instructors are unable to come into the building.

X I acknowledge that our school is responsible for getting kits to students if/when they are in distance learning.

X I will inform SfS as material sharing policies loosen so that SfS can return to the regular shared-material kits.

Please be advised:

- We will provide the number of kits to your school, using the student count provided by the school in #2 above. Additionally, we will provide 1 kit per teacher per class, and 5% extra kits for backup.
- If student counts increase or decrease from the estimate, you must inform your SfS instructor or SfS Operations Director as soon as possible, as it will impact the number of kits provided to your school.

School Expectations

Safety - SfS conducts background checks, including criminal records checks, on all SfS instructors. SfS will comply with any school/district who requests to conduct their own criminal records checks, fingerprinting checks and/or TB tests on SfS staff prior to their teaching in the classroom.

☐ School requires NO additional checks

X School requires additional checks. Please list any additional required checks (e.g. Background, Fingerprinting, Tuberculosis, Personal Protective Equipment)

List additional checks here: background check, fingerprinting, TB test, PPE

Scheduling - The Primary Contact (identified above) will work with the SfS Operations Director and SfS Instructors to set a schedule of dates that the SfS program is to visit the grades and teachers outlined above. The Primary Contact must notify SfS as soon as possible if a scheduled teaching date must be moved or cancelled, or if there is a school event or field trip that will change the schedule provided to SfS above. SfS will make reasonable effort to reschedule the cancelled day, but cannot guarantee that a replacement day will be available. We will not be able to rollover unused visits to the following school year.

Teacher Participation - A teacher or school staff member must be present at all times (in-person or virtually) when SfS Instructors are with students. SfS requests that teachers or staff members be actively engaged in the lessons and manage classroom discipline as needed. To aid in teacher preparation, SfS will provide a Teacher Prep document providing an overview of each lesson, safety/allergy considerations, and desired room set-up or student group arrangements. During the presentation, teachers are encouraged to assist with demonstrations, run station activities, provide one-on-one assistance to students as needed, help to manage classroom discipline, and be responsible for student discipline issues that require escalation outside of the classroom.

First Day Standard - The first class of the school year will be selected by the SfS instructors assigned to your school and will consist of a discussion of Science from Scientists' mission and how the program works, the research and career background of the assigned instructors, as well as norms and expectations. This session is mandatory for both the classroom teacher or school staff member as well as the students.

Diversity, Equity, Inclusion Commitment – By working with SfS, you understand that our organization is diverse, inclusive, and an equitable workplace where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, are valued and respected. Our curriculum is developed with a nondiscriminatory and inclusive approach.

Visitors – To ensure that SfS provides schools and students with the best experience possible, a member of the SfS management team may observe the SfS program during a class. Additionally, SfS invites current and potential donors and supporters to view classes as part of the solicitation and stewardship process. We will ask permission in advance of each visit. All guests will be accompanied by a member of SfS.

Fees & Payment Schedule

Number of Visits: Up to 16 visits
Total Cost for Term: No fee, covered by grant

Total invoicing by SfS shall not exceed total cost amount above unless prior written authorization is received from an authorized partner school representative (signor of this agreement.)

If your school or district requires a Purchase Order (PO) prior to any invoices, you

must email billing@sciencefromscientists.org and include:

- ✓ Name of the School
- ✓ Billing Contact Email
- ✓ Billing Contact Name
- ✓ Billing Contact Phone Number

If the school fee is $5K or under, we will send one (1) invoice for the full amount upon signature of this agreement.

If the fee is over $5k, then unless otherwise directed on the purchase order or in writing, the total cost will be divided into two (2) semi annual invoices

Invoice Date	Service Period - Includes any services delivered between	Invoice Amount	Payment Due By
N/A	October 15, 2021- June 30, 2022	N/A	N/A

Release and Waiver Agreement

The School and/or District and Science from Scientists (collectively "the Parties") agree that the terms of this release agreement will be governed by the laws of the Commonwealth of Massachusetts, and that this agreement is supported by sufficient consideration.

The School and/or District hereby releases, waives, discharges, and holds harmless Science from Scientists, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as the "Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss (collectively, "Losses") which arise out of or in connection with the gross negligence or willful misconduct in the performance of any and or all Science from Scientists programs and or activities. The School and/or District also agrees to defend, indemnify and hold harmless the Released Parties from and against any claims arising from or related to our own acts or omissions in connection with our participation in the program.

The Parties further agree that, to the extent any provision of the above waiver is

unenforceable under applicable laws, that any disputes arising between the Parties' not subject to such waivers will be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Acknowledgement & Signature

By signing below, I indicate that the above information is complete and accurate to the best of my knowledge. I have read and agree to the expectations of schools for participation in the SfS program.

District Acknowledgement (Superintendent)

_____ _____

Name Title

_____ _____

Signature Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: LUCHA (School/Dept.) VENDOR NO. 20941

Submitted by: Kristin Burt

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: Imagine Learning, Inc.

   Address: 382 W. Park Circle, Ste. 100 City: Provo State: UT Zip: 84604

   Phone: (650) 769-0984 Email Address: jenny.meeske@imaginelearning.com

   SSN: _____ or Fed I.D. #: 01-0814204

   Mutually agree and promise as follows:

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

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

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

   Imagine Learning professional development (which will be done via Zoom) to support our LUCHA teachers in implementing the Imagine Learning program this year for both Imagine Learning's Language and Literacy Program and the Math program.

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

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

   X b. **Other:** $1,500 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	00010	270	1190	$1,500	

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

imagine learning

Bill To	Ship To
L.U.C.H.A. School 1711 E. San Antonio St San Jose CA 95116	L.U.C.H.A. School 1711 E. San Antonio St San Jose CA 95116

208983
Date 7/29/2021
Valid Until 10/27/2021
Partnership Manager Jenny Meeske

This proposal is provided as a courtesy to you, our customer. Please direct any questions to your Area Partnership Manager, at or jenny.meeske@imaginelearning.com.

Quantity	Item	Unit Price	Amount
2	Professional Development Webinar Trainings for Imagine Math and Imagine Math Facts for all K-5 teachers	$750.00	$1,500.00

Include the quote number (#208983) and Accounts Payable email on all Purchase Orders.
Please fax, email or mail to:

Fax: (866) 507-9270
Email: PurchaseOrders@imaginelearning.com
Mail: Imagine Learning, Inc.
382 W. Park Circle, Ste 100
Provo, UT 84604

Subtotal	$1,500.00
Tax Total	$0.00
Total	$1,500.00

Thank you for choosing Imagine Learning!

Any taxes, duties, and fees, included on this quote, are estimates only and are provided for planning purposes. Actual amounts will be invoiced. For information about Imagine Learning's Terms of Use and Privacy Policy, please visit our website or email: privacy@imaginelearning.com. This quote is subject to Imagine Learning's End-User License Agreement ("EULA"). The EULA is available at https://cdn-websites.imaginelearning.com/corporate/sites/default/files/2021-07/IL-EULA.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 EULA 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 Imagine Learning's written consent.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Mr. Manluco, J. - Principal

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: Science from Scientists

   Address: 533 Airport Boulevard, Suite 135 City: Burlingame State: CA Zip: 94010

   Phone: ( ) Email Address: invoices@sciencefromscientists.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 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:

   Teach and inspire students to solve real-world problems by improving science, technology, mathematics, engineering and literacy (STEM). Services will be offered virtually for Painter School students in 4th and 5th grade.

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) Grant

   088-8210-0-4300-00-1110-4000-000000-160-0502

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				-0-		

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

School Name: __Painter Elementary School ____

Science from Scientists (SfS) is a 501c3 non-profit organization with a mission to teach and inspire the next generation to identify and solve real-world problems by improving science, technology, mathematics, and engineering (STEM) literacy. SfS provides hands-on science, technology, engineering, and math lessons to grade 3 - 8 students on a regular, recurring schedule over the course of an academic year. The number of on-site hours is determined by each school and based on the grade level(s) selected for the program, but typically runs either a full or half length of the school day.

SfS staff are individuals with degrees in STEM and or significant STEM industry experience who have been trained and coached to deliver STEM lessons in a formal classroom environment. SfS staff work alongside classroom teachers and other school faculty to select, sequence, prepare, deliver, and evaluate SfS lessons.

SfS lessons are available for several topics including: physics, engineering, anatomy and physiology, chemistry, earth science, life science, technology, and scientific practices. Every lesson is designed in the 5E Instructional Learning Model and aligned to the Next Generation Science Standards (NGSS) as well as applicable state science and engineering standards and benchmarks in every region where SfS operates school programs. SfS provides all of the materials and equipment for each lesson, as well as optional follow-up activities, videos, and evaluation questions and prompts.

SfS will require the names and emails of all classroom teachers participating in the program 30 days first day of school sessions at which SciSci offers content.

Program Schedule Information

1. Select the grade(s) to enroll in this program. *SfS can typically serve 1-2 grades depending on the length of the school day and the establishment of a schedule where the science blocks do not overlap.*

▫ 3rd X 4th X 5th ▫ 6th ▫ 7th ▫ 8th

2. Provide an expected total number of students and classes that SfS will be serving.

Expected Total Number of Students ___98_ Number of Classes __3___

3. Provide your top three preferences for which day of the week the SfS program will work with your students. *SfS will make every effort to provide your first choice. Dates are confirmed on a first come, first serve basis.*

First Choice : Tuesday

Second Choice: Wednesday

Third Choice: Monday

4. Provide a class-by-class schedule that SfS will use for every visit.

X I have this now and will email it to the SfS Operations Director.

□ I do not have the schedule yet but will provide it prior to the first day of school.

Please be advised:

- Schedule must accommodate all classes in the grade level(s) selected.
- Class periods are usually 45 - 60 minutes
- SfS programs can take place in traditional classrooms, science labs or virtually. If in-person, availability of a whiteboard, blackboard, or smart board is requested; projectors are not required but appreciated if available.

5. Until the point when students are permitted to share materials, SfS will provide individual student activity kits for each student for each lesson. Kits will be brought in by the instructors if they are in the classroom, or delivered to schools to distribute to students if the instructors are unable to come into the building.

X I acknowledge that our school is responsible for getting kits to students if/when they are in distance learning.

X I will inform SfS as material sharing policies loosen so that SfS can return to the regular shared-material kits.

Please be advised:

- We will provide the number of kits to your school, using the student count provided by the school in #2 above. Additionally, we will provide 1 kit per teacher per class, and 5% extra kits for backup.
- If student counts increase or decrease from the estimate, you must inform your SfS instructor or SfS Operations Director as soon as possible, as it will impact the number of kits provided to your school.

School Expectations

Safety - SfS conducts background checks, including criminal records checks, on all SfS instructors. SfS will comply with any school/district who requests to conduct their own criminal records checks, fingerprinting checks and/or TB tests on SfS staff prior to their teaching in the classroom.

☐ School requires NO additional checks

X School requires additional checks. Please list any additional required checks (e.g. Background, Fingerprinting, Tuberculosis, Personal Protective Equipment)

List additional checks here: background check, fingerprinting, TB test, PPE

Scheduling - The Primary Contact (identified above) will work with the SfS Operations Director and SfS Instructors to set a schedule of dates that the SfS program is to visit the grades and teachers outlined above. The Primary Contact must notify SfS as soon as possible if a scheduled teaching date must be moved or cancelled, or if there is a school event or field trip that will change the schedule provided to SfS above. SfS will make reasonable effort to reschedule the cancelled day, but cannot guarantee that a replacement day will be available. We will not be able to rollover unused visits to the following school year.

Teacher Participation - A teacher or school staff member must be present at all times (in-person or virtually) when SfS Instructors are with students. SfS requests that teachers or staff members be actively engaged in the lessons and manage classroom discipline as needed. To aid in teacher preparation, SfS will provide a Teacher Prep document providing an overview of each lesson, safety/allergy considerations, and desired room set-up or student group arrangements. During the presentation, teachers are encouraged to assist with demonstrations, run station activities, provide one-on-one assistance to students as needed, help to manage classroom discipline, and be responsible for student discipline issues that require escalation outside of the classroom.

First Day Standard - The first class of the school year will be selected by the SfS instructors assigned to your school and will consist of a discussion of Science from Scientists' mission and how the program works, the research and career background of the assigned instructors, as well as norms and expectations. This session is mandatory for both the classroom teacher or school staff member as well as the students.

Diversity, Equity, Inclusion Commitment – By working with SfS, you understand that our organization is diverse, inclusive, and an equitable workplace where all employees and volunteers, whatever their gender, race, ethnicity, national origin, age, sexual orientation or identity, education, or disability, are valued and respected. Our curriculum is developed with a nondiscriminatory and inclusive approach.

Visitors – To ensure that SfS provides schools and students with the best experience possible, a member of the SfS management team may observe the SfS program during a class. Additionally, SfS invites current and potential donors and supporters to view classes as part of the solicitation and stewardship process. We will ask permission in advance of each visit. All guests will be accompanied by a member of SfS.

Fees & Payment Schedule

Number of Visits: Up to 16 visits
Total Cost for Term: No fee, covered by grant

Total invoicing by SfS shall not exceed total cost amount above unless prior written authorization is received from an authorized partner school representative (signor of this agreement.)

If your school or district requires a Purchase Order (PO) prior to any invoices, you

must email billing@sciencefromscientists.org and include:

✓ Name of the School
✓ Billing Contact Email
✓ Billing Contact Name
✓ Billing Contact Phone Number

If the school fee is $5K or under, we will send one (1) invoice for the full amount upon signature of this agreement.

If the fee is over $5k, then unless otherwise directed on the purchase order or in writing, the total cost will be divided into two (2) semi annual invoices

Invoice Date	Service Period - Includes any services delivered between	Invoice Amount	Payment Due By
N/A	October 15, 2021- June 30, 2022	N/A	N/A

Release and Waiver Agreement

The School and/or District and Science from Scientists (collectively "the Parties") agree that the terms of this release agreement will be governed by the laws of the Commonwealth of Massachusetts, and that this agreement is supported by sufficient consideration.

The School and/or District hereby releases, waives, discharges, and holds harmless Science from Scientists, and all of their affiliates, predecessors, successors, trustees, officers, directors, faculty, employees, agents and representatives, past or present (hereinafter jointly referred to as the "Released Parties") from any and all claims, suits, liabilities, judgments, costs and expenses ("Claims") for any property damage, property loss or theft, personal injury or illness, death or other loss (collectively, "Losses") which arise out of or in connection with the gross negligence or willful misconduct in the performance of any and or all Science from Scientists programs and or activities. The School and/or District also agrees to defend, indemnify and hold harmless the Released Parties from and against any claims arising from or related to our own acts or omissions in connection with our participation in the program.

The Parties further agree that, to the extent any provision of the above waiver is

unenforceable under applicable laws, that any disputes arising between the Parties' not subject to such waivers will be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Acknowledgement & Signature

By signing below, I indicate that the above information is complete and accurate to the best of my knowledge. I have read and agree to the expectations of schools for participation in the SfS program.

District Acknowledgement (Superintendent)

Dr. Hilaria Bauer	Superintendent
Name	Title
Signature	Date

Updated 2021-06-28

Acknowledgement & Signature

By signing below, I indicate that the above information is complete and accurate to the best of my knowledge. I have read and agree to the expectations of schools for participation in the SfS program.

School Acknowledgement (Principal or Building Contact)

Joseph Manluco	Principal
Name	Title
DocuSigned by: Joseph Manluco 4EAA79BBB169420...	8/10/2021
Signature	Date

Science from Scientists Acknowledgement

Gauri Vaishampayan	Director of Education
Name	Title
DocuSigned by: Gauri Vaishampayan 0E8E21AF22244AD...	8/10/2021
Signature	Date

Updated 2021-06-28

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Renaissance @ Mathson (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Vince Iwasaki

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: Amigos de Guadalupe // att: Stephanie Jayne

   Address: 1897 Alum Rock Ave. #35 City: San Jose State: CA Zip: 95116

   Phone: (408) 341- 6080 Email Address: sjayne@amigosdeguadalupe.org

   SSN: _____ or Fed I.D. #: 77-0555838

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 18, 2021 end date June 15, 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:

   Amigos de Guadalupe will provide after school tutoring services focusing on our Spanish-speaking families. Amigos de Guadalupe will coordinate other opportunities (legal workshops, material support, etc) with the 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:** $ None (describe rate agreement) _____

   060-3010-0-5815-00-1110-[illegible]-295-1190

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
N/A						

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

Amigos de Guadalupe
Center for Justice & Empowerment

SCOPE OF WORK / PARTNERSHIP AGREEMENT BETWEEN RENAISSANCE ACADEMY AT MATHSON AND AMIGOS DE GUADALUPE CENTER FOR JUSTICE AND EMPOWERMENT

1. **Parties:** This Scope of Work/Partnership Agreement (hereinafter referred to as "SOW") is made and entered into by and between the Amigos de Guadalupe Center for Justice and Empowerment (ADG), located at 1897 Alum Rock Ave #35, San Jose, CA 95116 , and Renaissance Academy at Mathson (Mathson), located at 2050 Kammerer Ave, San Jose, CA 95116.

2. **Description of Services:** ADG will provide the Amigos Reader Leader After School Program, a literacy focused after school program/tutoring services provided on school days and focused on Spanish-speaking families for a maximum of 30 students. Renaissance @ Mathson will provide at least one classroom to ADG to run the on-site programs and an additional classroom providing overflow space. Mathson will promote Amigos programs to the school and broader school community and will provide ADG Reader Leader employees with an (1) Alum Rock Union School District Computer device for students use (2) ARUSD District email address for staff access to Google Classroom in support of student academics (3) Access to Renaissance professional development initiative SEEDS.

3. **Cost:** There will be no cost to ARUSD associated with this program.

4. **Duration of Job**: This scope of work/partnership agreement is effective on October 18, 2021 and shall remain in full force and effect until June 15, 2022.

5. Terms and Conditions: This SOW may be terminated, without cause, provided that either party gives written notice two weeks in advance, to Mathson's Principal or to ADG's Executive Director.

These terms are agreed to by:

Vince Iwasaki **Date**
Principal, Renaissance Academy at Mathson

Maritza Maldonado 10/5/2021 **Date**
Executive Director, Amigos de Guadalupe
Center for Justice & Empowerment

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

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: 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: Accelerate Learning Inc

   Address: 5177 Richmond Ave., Suite 1025 City: Houston State: TX Zip: 77056

   Phone: (209) 402-4080 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-4015703

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 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:

   Accelerate Learning Inc. will provide professional development for STEMscopes Science Implementation Training to all ARUSD teachers. Services will be provided virtually. Next Generation Science Standards Aligned Textbook Adoption (NGSS)-Middle School. Board approved August 12, 2021.

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

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

   X b. **Other:** $1,600.00 (describe rate agreement) _____

   Budget code: 060-6300-0-5815-00-1110-1000-000000-300-1070

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				1,600.00	Lottery	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

STEMscopes™ CALIFORNIA

Accelerate Learning Inc

STEMscopes Quote

Quote/Invoice Number	00066898
Account Name	Alum Rock Union Elementary School District
Shipping Address	2930 Gay Ave San Jose, California 95127-2398 United States

MAIL PO & CHECKS TO:

Division	Accelerate Learning Inc.
Company Address	PO BOX 732464 Dallas, 75373-2464
Fax	(281) 833-4510
Phone	(800) 531-0864

Created Date	8/19/2021	Start Date	8/19/2021
Prepared By	Sean Timmons		

The quantity below represents the total number of students for each grade level.

Product Name	ISBN	Quantity	Years	Sales Price	Total Price
PD Virtual Science: STEMscopes Science Implementation Training	978-1-64306-217-4	1.00	1 Year	$1,600.00	$1,600.00

Subtotal	$1,600.00
Shipping	$0.00
Order Total w Tax	$1,600.00

STEMscopes™ CALIFORNIA

Accelerate Learning Inc

STEMscopes Quote

CUSTOMER LICENSE TERMS AND CONDITIONS

These Customer License Terms and Conditions (these "Terms") are a legally binding agreement between Accelerate Learning, Inc. d/b/a STEMscopes ("ALI") and the customer ("Customer") entering into an order (the "Order") that references these Terms. In the event of any conflict between these Terms and the terms and conditions elsewhere in the Order, these Terms will supersede and govern as between ALI and Customer.

License and Permitted Use: Subject to Customer's continued compliance with these Terms and the Order, ALI grants Customer a nonexclusive, nontransferable, and nonassignable license during the term of the relevant order to use (and grants Customer's authorized students access to use) the digital, print, and hands-on platforms and materials provided by ALI or its designated distributor (collectively, the "STEMscopes Content") solely for its internal educational purposes. Customer is responsible for its and its employees', contractors', and users' compliance with these Terms. Customer may not directly or indirectly (a) sell, resell, sublicense, disclose, assign, transfer, or otherwise make the STEMscopes Content available to any third party other than its authorized users; (b) access or use the STEMscopes Content for any purpose other than its internal educational purposes; (c) decompile, reverse engineer, reverse assemble, or otherwise attempt to discover any source code of the STEMscopes Content; (d) copy, mirror, frame, modify, or create derivative works based on the STEMscopes Content; or (e) transmit any viruses, malware, or other malicious code using the STEMscopes Content or otherwise interfere with, disrupt the integrity or performance of, or attempt to gain unauthorized access to the STEMscopes Content or any related systems or networks.

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Product Returns/Exchanges: There are no refunds or cancellations for online products. Print or kit materials damaged upon delivery may be returned for replacement by ALI's distributor.

User Information: ALI reserves the right to collect and store all user information for district reporting. ALI may aggregate or otherwise de-identify user information such that it cannot be used to identify any individual ("Aggregated Data"). ALI may retain, use, and disclose such Aggregated Data for any reason and to any third parties whatsoever.

Liability and Disclaimer: ALI PROVIDES THE STEMSCOPES CONTENT ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY WARRANTIES (EXPRESS, IMPLIED, OR STATUTORY), INCLUDING WITHOUT LIMITATION, ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, OR NON-INFRINGEMENT. ALI DOES NOT GUARANTEE THAT THE STEMSCOPES CONTENT WILL BE UNINTERRUPTED, CONTINUOUSLY AVAILABLE, ACCURATE, COMPLETE, OR ERROR-FREE. ALI IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY THIRD PARTIES. IN NO EVENT WILL ALI BE LIABLE FOR (A) ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, EXEMPLARY, SPECIAL, OR INDIRECT DAMAGES, EVEN IF WARNED OF THE POSSIBILITY THEREOF; OR (B) ANY AGGREGATE AMOUNT EXCEEDING THE AMOUNTS PAID BY CUSTOMER TO ALI (DIRECTLY OR INDIRECTLY) FOR THE STEMSCOPES CONTENT IN THE PRIOR SIX (6) MONTHS, IF ANY.

Term: Customer's license under these Terms will terminate upon the expiration of the applicable Order. In addition, ALI may terminate Customer's license or suspend Customer's access to the STEMscopes Content (in whole or in part) if Customer or its employees, contractors, or users materially breach any of these Terms.

Payment Terms: Payment is due net 30 days after receipt of invoice.

Freight Charges: Standard freight charge is 8% of the price of the print or kit product purchased. There are no freight charges for online products.

Sales Tax: All orders are subject to applicable sales tax.

CUSTOMER SERVICE
Phone: 281-833-4500
Fax: 281-833-4510
Email: stemscopes@acceleratelearning.com

MAIL PO's and correspondence to:
Accelerate Learning Inc.
5177 Richmond Ave, Suite 1025
Houston, Texas 77056

AccelerateLEARNING
THE LEADER in PreK-12 STEM EDUCATION

January 7, 2020

To Whom It May Concern:

This is to advise you that Accelerate Learning Inc. is the sole source of all the items associated with the product lines listed below. Accelerate Learning Inc. is the publisher and owner of the respective copyrights for each of the items listed below. Accelerate Learning Inc. does not utilize resellers or other distribution resources in your area for the sale of these products or services.
Additionally, we are the sole source of training services for the products that are listed in the chart below.

STEMscopes (K-12 science, biology, chemistry, physics)
STEMscopes Print (K-12 science, biology, chemistry, physics)
STEMscopes Kit (K-12 science, biology, chemistry, physics)
STEMscopes NGSS (K-12 science, biology, chemistry, physics)
STEMscopes NGSS Print (K-12 science, biology, chemistry, physics)
STEMscopes NGSS Kit (K-12 science, biology, chemistry, physics)
STEMscopes Math
STEMscopes Early Explorer
STEMscopes Early Explorer Big Books
STEMscopes Early Explorer Kit
STEMscopes Streaming
STEMcoach
BitsBox
DIVE-in Engineering
DIVE-in 3-5 Around the House Kit
DIVE-in Tool Kit
STEMrangers Science Night
National Certificate for STEM Teaching
National Certificate for STEM Excellence

Should you have any questions, please call 1-281-833-4500.

Sincerely,

Stephen P Amante

Stephen Amante

Chief Financial Officer

5177 Richmond Ave., Suite 1025, Houston, Texas 77056

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Early Learning (School/Dept.)

VENDOR NO. _____

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

Name of Individual/Company: The California Education Partners

Address: 1 Lombard Street, Suite 305 City: San Francisco State: CA Zip: 94111

Phone: (415) 819-3473 Email Address: skellner@caedpartners.org

SSN: _____ or Fed I.D. #: 80-0562254

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 2021 end date June 30, 2024

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

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

To support Pre-K to 3rd grade coherence to fundamentally improve student success and impact state policy. CA Ed Partners provides a number of services and benefits to districts participating in this Improvement Collaboration at no cost. In addition, each participating district will receive a $10,000 stipend per academic year to cover other expenses related to their improvement Collaboration work.

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:** $ Zero Cost (describe rate agreement) District will submit an annual invoice by November 30 each year to receive $10,000 stipend per academic year.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-0000	-0-5815-0-1110-	2700-000000-065-	5070	$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

California Education Partners

Pre-K to 3rd Grade Coherence Collaboration (P3CC)

Participation Agreement

October 15, 2021- June 30, 2024

About California Education Partners

Ed Partners is a 501(c)3 nonprofit organization with headquarters in San Francisco. We are an organization committed to helping districts in California get, and keep, underserved students "on track". We support the improvement of student outcomes through Improvement Collaborations which bring together districts and their leaders to innovate, improve, and build their internal capacity to continually improve results for their students. Our Improvement Collaborations create the conditions for districts and their schools to identify high priority needs that will move the needle for student achievement, learn from each other and experts in order to address those needs, and, ultimately, develop and share scalable and sustainable strategies around their chosen focal area that will close opportunity gaps and accelerate progress for the students they serve. Our portfolio currently spans over 60 districts and their schools.

The Ed Partners Promise

At the conclusion of three years of collaborative, continuous improvement work with California Education Partners, districts and their schools will have the skills and knowledge to further develop, execute, and spread a sustainable improvement approach that is contextually driven and that quantifiably improves student outcomes.

P3CC Collaboration Goals

The focus of the Coherence Collaboration (P3CC) is to begin building academic and structural bridges between all the transitions from Pre-K to 3rd grade with a sharp focus on the transition from Pre-K to kindergarten programs in school districts. The vehicle in which districts will construct this bridge is through the Ed Partners' Collaborative, Continuous Improvement Model with support from experts in the fields of early mathematics and early literacy. District participants in this P3CC network will further focus this improvement work in one of two challenge areas: literacy or mathematics depending on their context. Regardless of which Challenge Area each district selects, all districts will engage in work with a particular focus on serving emerging bilingual students more effectively.

Between July 2021 and June 2024, districts and their schools participating in the P3CC Improvement Collaboration will develop, test, and refine an Improvement Plan that will yield the following results:

1. **Instructional Practices:** district Improvement Teams will develop the ability to test out small Change Ideas that can be applied in classrooms from Pre-K to 3rd Grade, particularly focused on emerging bilingual students. These Change Ideas will be analyzed for effectiveness and abandoned, adapted or adopted as indicated by the data.
2. **District Policies and Structures:** district Improvement Teams will identify and implement professional learning structures designed to enhance the effectiveness of instructional practices Pre-K to 3rd grade with a focus on emerging bilingual students. Furthermore, district Teams will, as necessary, recommend board policy changes designed to codify this commitment to coherence.
3. **Sustainability:** with the support of the superintendent, all staff will build capacity in the improvement culture and mindsets, refining tools and systems, and leveraging collaborative partnerships which lead to sustainable continuous improvement practices.

California Education Partners' Commitments

Ed Partners is here to support districts in this work. We have a strong team and maintain partnerships with the leading experts nationwide to support the improvement of all districts participating in the Improvement Collaboration. As an Ed Partners team, we:

- Provide each district Team with a Program Manager who acts as an improvement coach, facilitator, and knowledge broker. They will tailor their support to the needs of your Improvement Team.
- Provide strongly facilitated in-person and virtual experiences that support each district's improvement journey and help build the capacity of both individuals and Teams.
- Model and demonstrate effective processes to build the improvement culture and mindsets, tools and systems, and collaborative partnerships that support continuous improvement system-wide.
- Provide ongoing, timely, and clear communication for all Ed Partners Improvement Collaboration learning and improvement opportunities. We are in contact with each district on a monthly basis to provide support and resources. We schedule in-person dates as far in advance as possible, and provide pre- and post- session information to support district improvement and ensure that improvement momentum continues to build inside classrooms and schools.
- Maintain and promote an online community and set of social media tools designed to enhance learning, provide access to resources, and support cross-district collaborative improvement.

- Identify and facilitate virtual and in-person Shared Learning Opportunities with peer and experts to increase individual and Team capacity, promote progress on districts' improvement work, and support improved student outcomes.
- Provide ongoing opportunities for districts to collaborate with and learn from others across the Ed Partners Improvement Collaboration portfolio.

District Expectations and Commitments

Successful participation in the P3CC Collaboration requires districts and their schools to engage in authentic and thought-provoking cycles of improvement and collaborative inquiry, achieved through working directly with Improvement Teams in districts, and ongoing collaboration with Ed Partners staff, experts, and other districts through in-person convenings, an online platform, and a variety of additional in-person and virtual opportunities. Participating districts and their schools agree to the following expectations and requirements:

1. **Improvement Team:** districts will bring together a consistent group of six to eight people to form a district Improvement Team to lead the district's work to develop, test, and refine an Improvement Plan. The Improvement Team will attend three (fall, winter and spring) two-day, in-person "Improvement Convenings". The Improvement Team should include the following members:
    - **Improvement Team Lead**. Each district will designate an "Improvement Team Lead" to be the main liaison with Ed Partners staff, and manage and facilitate the work of the Improvement Team. The Improvement Team Lead is ideally a district leader (such as a CAO, Assistant Superintendent or Director) whose responsibility spans multiple sites and has the authority to make decisions on behalf of the district in the focal area. In our experience the Team Lead is the most critical element for district success. Specific responsibilities include:
        - **Project Management** - scheduling, planning, and facilitating regular Team Meetings with all Improvement Team members to ensure progress on key milestones in the Improvement Design, and on-time completion of improvement work.
        - **Team Culture and Skill Building** - building and sustaining a shared improvement culture with the Improvement Team and "District Leadership Team" (see details in the District Leadership Team section below) throughout the collaboration process to ensure eventual system-wide impact.
        - **Accountability** - setting and maintaining high expectations with the Improvement Team for full participation and shared responsibility for developing, testing, and refining the district's Improvement Plan and achieving the district's "Annual Improvement Aim" in their focal area.

- **District-wide Engagement** - ensuring that the work is embedded throughout the system by engaging and coordinating with district departments, schools, and the District Leadership Team on a regular basis.
- **Ongoing Reflection and Documentation** - maintaining an online version of the district's Improvement Plan, posting to the Online Community, and sharing progress with the entire Ed Partners Improvement Collaboration portfolio on a regular basis.
- **Communication** - maintaining clear and consistent communication with the superintendent, District Leadership Team, and Ed Partners Program Manager regarding the Improvement Plan and progress toward the Annual Aim.
- **Sharing Learning** - keeping Ed Partners up to date on any professional learning opportunities or other events within the district that could be opportunities for cross-district learning and collaboration.
- **Seeking Learning** - determining which Improvement Collaboration learning experiences, such as additional work with experts, site visits, and virtual webinars, are relevant for the district and seeking out the appropriate district and school colleagues to participate in and/or learn from those sessions.

- **Two to six** additional central office, site, and classroom leaders (from a set of target schools) with significant experience and expertise in the focal area. To support alignment, it is ideal that the Team has at least 1 teacher in each grade level from Pre-K through 3rd grade who is committed to testing the classroom shifts.

2. **Guiding Coalition:** Each district will commit to actively supporting their work in the Improvement Collaboration so that the district can ultimately develop a lasting District Improvement Strategy that can be leveraged beyond the initial focal area. In addition to the superintendent, this group may be composed of other cabinet or executive leaders as well as additional teaching staff committed to spreading the work across the district. Specific leadership responsibilities of this team include:
   - **Superintendent Leadership Convenings**- Superintendents will commit to attending two Leadership conveings each academic year. Scheduled in October and March, these convenings will focus on leveraging the work at the Improvement Team to impact district-wide student results.
   - **Prioritizing the Improvement Work** - empowering and supporting the Improvement Team Lead to effectively facilitate the Improvement Team, communicate with key stakeholders across the district, and make decisions that ensure effective implementation and refinement of the Improvement Plan.
   - **Elevating Monitoring, Learning, and Evaluation** - prioritizing the development and active utilization of a framework for monitoring and learning, including ensuring that whomever leads the district's decision-making on data systems is actively supporting the Improvement Team and engaging with the Improvement Team Lead to regularly

analyze and reflect on student achievement data in support of the [Annual] Improvement Plan.

- **Collaboration for Systems-Level Improvement -** participating in quarterly virtual calls and at least one in-person meeting annually with Ed Partners staff and to ensure the district is developing a Theory of Improvement that can be leveraged across their system.

Shared Commitment to Monitoring, Learning, and Evaluation (MLE)

Effective and robust measurement is essential to accelerate student achievement and close opportunity gaps. Nowhere is this more evident than in the early grades. Assessments that serve the needs of preschool students through third graders are difficult to find and use with consistency. As a result many districts have an incomplete picture of their students' academic progress prior to the CAASPP results at the end of 3rd grade. To this end, both the district and Ed Partners commit to support this Improvement Collaboration through rigorous Monitoring, Learning, and Evaluation relative to progress of students, adults and the district system as a whole. District participants will engage in the following areas through this Improvement Collaboration:

- **Internal Monitoring System:** districts will establish aligned assessments (where they do not currently exist) and a system for ongoing student level monitoring of the results of those assessments by June 2022.
    - Classroom-based assessments will be used by teachers vertically across grade levels on a regular basis. If the district does not have existing vertically aligned assessments Ed Partners will provide assessments to the district at no cost.
    - Student group progress will be collected each semester and shared with Ed Partners electronically.
    - Student group progress will be collected each semester and shared by Ed Partners with participating districts to allow districts to learn from one another as part of the collaborative continuous improvement process.

- **External Evaluation:** Participation in this Improvement Collaboration requires districts to commit to key external evaluation activities that enable Ed Partners and our funding partners to learn how collaborative, continuous improvement across California can accelerate student achievement and close opportunity gaps. These external evaluations will be used to influence state policy and provide incentives for all California school districts to prioritize a collaborative continuous improvement approach to improving student achievement.

- **Interviews and Focus Groups:** districts will participate in occasional interviews and focus groups with external evaluators reflecting on how they develop the improvement culture and mindsets, tools and systems, and collaborative partnerships to catalyze and sustain meaningful improvements for students in their schools.

Logistics

Ed Partners provides a number of services and benefits to districts participating in this Improvement Collaboration at no cost. Specifically, Ed Partners provides:

- Intensive staff support and coaching throughout the year.
- Access to expert thought partners via convenings, regularly scheduled Shared Learning Opportunities, and other virtual experiences.
- Access to ongoing collaboration and other opportunities through a virtual collaboration platform.
- Double occupancy lodging (4 rooms per district) for Improvement Convenings (three two-day sessions and per academic year) and two breakfasts, two lunches, snacks, and one dinner for each Improvement Team member during each Improvement Convening. Please note that if your district office is less than 120 miles away from the meeting venue, the expectation is that your Team arrives the morning of the first day of the meeting and thus spends only one night in a hotel.
- All materials, supplies, and other technical assistance at Improvement Convenings and Shared Learning Opportunities.

In addition, each participating district will receive a $10,000 stipend per academic year to cover other expenses related to their Improvement Collaboration work. Districts will submit an annual invoice by **November 30** each year to receive these funds. Ed Partners will provide a sample invoice template. Specifically, the $10,000 stipend will cover:

- Travel costs to Improvement Convenings, including meal costs during travel (lodging is arranged directly by Ed Partners).
- Travel costs and lodging for Shared Learning Opportunities, and other costs incurred through the Improvement Collaboration.

Any additional funds may be used for supporting expenses such as:

- Substitute Costs for classroom teachers attending convenings or meetings
- Improvement Team time outside the contract day

Conclusion

Ed Partners is committed to supporting powerful district and school improvement through collaboration. The mutual agreements outlined above are intended to provide the structure

and clarity necessary to ensure participants can fully engage in the work, achieve results, and develop long-term capacity for improvement.

Acceptance of Agreement

By signing this agreement, you are engaging your district in three years of learning as part of Ed Partners' Pre-K to 3rd Grade Coherence Collaboration. Specifically, you agree to:

- ❑ Form an **Improvement Team** to lead the district's work in the Improvement Collaboration, led by an **Improvement Team Lead,** and including two to six additional central office, site and classroom leaders with expertise in the focal area. Ensure that this Team can attend all in-person Improvement Convenings and can work together regularly in-district.
- ❑ Identify a **Guiding Coalition**, led by the superintendent and a senior-level data and evaluation specialist and other cabinet or executive leaders, to actively support the work of the Improvement Team and ensure the district is developing a framework for monitoring and learning and a district-wide Theory of Improvement to leverage across their system in the long-term.
- ❑ Commit to three categories of **Monitoring, Learning, and Evaluation** work:
  - ❑ **Internal Monitoring**: Develop and maintain an aligned PK-3rd grade assessment system to **monitor student outcomes** and commit to **capturing and acting on what is learned.**
  - ❑ **External Reporting**: Report and share as appropriate **Student Achievement Data** and **Culture and Climate Data** annually. Report **Interim Assessment** results in the areas of focus quarterly.
  - ❑ **External Evaluation:** Participate in quarterly and annual **Surveys** and occasional **Interviews and Focus Groups.**

Superintendent Signature: _____

Name: Dr. Hilaria Bauer

Title: Superintendent, Alum Rock Union Elementary School District

Date:

California Education Partners Signature: _____

California Education Partners

P3CC Coherence Collaboration
Participation Agreement, July 2021

Name: Dr. Steven Kellner

Title: Director of Program Sustainability & Growth

Date: October 15, 2021

Please sign and return this agreement electronically or mail to:

California Education Partners
Attention: Steven Kellner, Director Program Sustainability & Growth
One Lombard Street, Suite 305
San Francisco, CA 94111

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services-Social and Emotional (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Annya Artigas, Ed.D.

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

   Name of Individual/Company: Community Solutions

   Address: 1356 Ridder Park Drive City: San Jose State: CA Zip: 95131

   Phone: (408) 225-9163 Email Address: Mayra.Perez-Arriete@communitysol

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 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:

   Community Solutions will provide therapeutic services to children between ages 6-15 who are presenting an intensive therapeutic need which require high level of support care. This program provides home, telehealth office, and/or school based mental health services to youth.

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) Zero cost to the district.

   Budget code: 060-7085-5815-00-1110-1000-000070-061-7085

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				0		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Community Solutions

Creating Opportunities • Changing Lives

Memorandum of Understanding (MOU) between Alum Rock Unified School District and Community Solutions – FY 21-22

This MOU is entered in between Alum Rock Unified School District ("District") and Community Solutions ("PROVIDER") and will be in effect during the October 15, 2021, through June 30, 2022 academic school year.

The purpose of this MOU is to provide an outline of the following service agreement: Community Solutions will provide mental health services utilizing the **Child Behavioral Health Youth Program (CYBHP).**

The Child Youth Behavioral Health Programs (CYBHP) serves children and youth between 6-26 years of age. For this Memorandum of Understanding, services provided will be focused on youth ages 6-15. CYBHP staff may provide services to students & their families or meet to collaborate with school personnel. Services may include, but not limited to case management, crisis intervention, counseling or therapy, group and/or family therapy. All services are tailored to individual youth needs. All program services below can be provided in schools, clinic, and homes/community at large. In addition, Services maybe provided via telehealth for all CYBHP Programs. They are not dedicated to a school site.

The following programs include:

Outpatient Program: This program provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County. The purpose of this program is to address behavioral and emotional issues, providing services in the home, school and/or community.

Integrated Behavioral Health Services (IBHS): This program service youth with mild substance abuse or children of parents with history of substance abuse. This program services youth with co-occurring disorders. Services are provided at home, school, and/or community. This program provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County.

Intensive Outpatient (IOP): This program provides intensive mental health services with youth that have been released from the hospital/emergency psychiatric services and/or other high-risk behaviors. This program provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County. We provide services in the home, office and/or school-based outpatient to youth in Santa Clara.

Full Service Partnership (FSP) Youth Program: Children and youth ages 6-15 with Serious Emotional Disorders (SED) who have a risk of hospitalization, have had multiple episodes with Emergency Psychiatric Services (EPS), and/or frequent and extended hospitalizations, and who may be involved in foster care or the juvenile justice system. This program provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County

Intensive Full Service Partnership (IFSP) Youth Program: Children and youth ages 6-15 with Serious Emotional Disorders (SED) who require a high level of support and care due to having experienced hospitalizations, episodes with Emergency Psychiatric Services (EPS), and/or frequent and extended hospitalizations, and who may be involved in foster care or the juvenile justice system. This program

provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County

Full Service Partnership (FSP) TAY: Youth and young adults ages 16-25 with Serious Emotional Disorders (SED) who have a risk of hospitalization, have had multiple episodes with Emergency Psychiatric Services (EPS), and/or frequent and extended hospitalizations, and who may have substance use issues or are involved in foster care or the juvenile justice system. This program provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County. This program may not apply for the youth attending Alum Rock Union School District because of the age the program serves, however, the program may apply to their siblings, or the student's household members needing support.

Intensive Full Service Partnership (IFSP) TAY: Youth and young adults ages 16-25 with Serious Emotional Disorders (SED) who require a high level of support and care due to having experienced hospitalization, episodes with Emergency Psychiatric Services (EPS), and/or frequent and extended hospitalizations, and who may have substance use issues or are involved in foster care or the juvenile justice system. This program provides home, telehealth, office, and/or school-based mental health services to youth in Santa Clara County. This program may not apply for the youth attending Alum Rock Union School District because of the age the program serves, however, the program may apply to their siblings, or the student's household members needing support.

Modified Intensive Full Service Partnership Youth (M-IFSP): For Fiscal Year 22 only, youth ages 6-15 who are in urgent need will be supported with 8-12 hours of short term intensive therapeutic services for up to sixty (60) days to stabilize the student's behavioral health. Referrals and services will be coordinated with School Linked Services District Coordinators. M-IFSP program targets youth who need a higher level of care than what School Linked Services can provide. Services will be provided on campus, in the community or in family homes.

Community Solutions will maintain confidentiality in all matters related to student information provided by the District, in accordance with district policy and legal requirements.

Payment
No payment fees for service will be required from either party.

Terminating the Agreement
With reasonable cause, either Community Solutions or Alum Rock Unified School District may terminate this Agreement, effective immediately upon giving written notice. Alum Rock Unified School District shall require PROVIDER (and their staff) to submit fingerprints consistent with California Education Code Section 44237. PROVIDER shall comply with the requirements of Education Code Section 45125.1 including, but not limited to: obtaining California Department of Justice (CDOJ) clearance for PROVIDER'S employees; prohibiting its employees from coming in contact with students until CDOJ clearance is ascertained and certifying in writing and providing such certification to Alum Rock Unified School District that none of its employees who may come in contact with students have been convicted of a violent or serious felony. PROVIDER shall not employee anyone who has been convicted of or entered a plea of nolo contender to charges of any sex offense as defined in Education Code §44011.

Community Solutions

Creating Opportunities • Changing Lives

The PROVIDER and the *Alum Rock Unified School District* agree to be individually responsible for providing their own insurance coverage for any and all claims or suits brought on account of bodily injury, property damage, errors and omissions or personal injury arising out of the performance of this Agreement.

PROVIDER's insurance policies shall name District, its Board of Trustees, and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds ("Additional Insureds"). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.

The PROVIDER agrees to hold *Alum Rock Unified School Distric*t harmless from all claims arising from PROVIDER's conduct or the conduct of any personnel engaged by the PROVIDER to perform services under this agreement.

Signatures:

ARUSD Superintendent: _____ Date: _____

Community Solutions
Chief Executive Officer: Erin O'Brien Date: 09 / 27 / 2021

Administration & Mailing:
9015 Murray Avenue, Suite 100
Gilroy, CA 95020
408-842-7138

16264 Church Street, #103
Morgan Hill, CA 95037
408-779-2113
fax 408-778-9672

1356 Ridder Park Drive
San Jose, CA 95131
408-225-9163
fax 408-225-9243

341 Tres Pinos Rd. Suite 202B
Hollister, CA 95023
831-637-1094

www.communitysolutions.org

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: Kolvira Chheng, Assistant Superintendent of Business Services

Re: Contract Approval – Informed K-12

Date: October 4, 2021

Summary:
Informed K12 is an easy-to-use workflow automation and digital forms solutions that helps school districts administrators to:

- Manage all forms and paperwork electronically
- Automate critical school business processes
- Track approval workflows across departments

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Informed K-12 in the amount not to exceed $48,408.00 for the period October 1, 2021 to September 30, 2023.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Business Services (School/Dept.) VENDOR NO. 300264

PROGRAM MANAGER: Kolvira Chheng

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: Informed K12

   Address: 230 California Street, Suite 601 City: San Francisco State: CA Zip: 94111

   Phone: (415) 862-4255 Email Address: jen@informedk12.com

   SSN: _____ or Fed I.D. #: 46-0546569

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 1, 2021 end date September 30, 2023

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

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

   To provide an easy-to-use workflow automation and digital forms' solutions that helps school districts administrators to: Manage all forms and paperwork electronically; automate critical school business processes; and track approval workflows across depts.

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:** $48,408.00 (describe rate agreement) ($24,204/year)

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010 00	00 0 5846 00	0000 7700 0000	00 460	5040 $48,408.00		9/24/21

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

InformedK12

InformedK12

230 California St, Suite 601
San Francisco, CA 94111
www.informedk12.com

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

Service	Unit Price
Internal Office forms and workflow processes 10 Plan: 10 process package, internal forms for up to 2 departments All processes include: • Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals • Unlimited responses archived with full access search and nightly back-ups for all data • Phone, chat, and email support for form managers and recipients • Continuous upgrades and extensive browser and device support • Online webinars and resources for form managers	$24,204 / year
ANNUAL COST DUE OCTOBER 2021:	$48,408 **prepaid for 2 years*
ESTIMATED ANNUAL COST DUE OCTOBER 2023:	$25,414.20 **includes 5% increase*

Included	10 Plan Pilot	All Departments License	All Departments and Sites License
eSignatures	Unlimited	Unlimited	Unlimited
Accounts (Seats/Users)	Unlimited	Unlimited	Unlimited
Storage	Unlimited	Unlimited	Unlimited
Support	All users	All users	All users
Processes *A form or set of forms that travel together through a unique workflow*	10	Unlimited Internal Processes	Unlimited Internal Processes & External Processes
Department managed **Internal Processes** *A process owned and actively managed by a District Administrative Office. Examples: Field trip requests, leave or travel requests, student or staff transfer requests, student or staff incident reports, contracts, timesheets, requisitions, reimbursements, new hire packets, benefits enrollment, etc.*	Included	Included	Included
School Site managed **External Processes** *A process owned and actively managed at the Site level. Examples: Permission slips, student back to school packets/handbooks, student emergency cards, course add/drop or change, independent study, tardy policy, class schedules, student counseling forms, student or parent consent etc.*	Not Included	Not Included	Included
1:1 Adoption Program *Training and outreach for accounts* *Standard Campaign:* *1 Administrator training* *1 Site Staff/Secretaries training* *1:1 Follow up outreach for both groups*	One campaign All School Sites and Departments relevant to the 10 Processes	Annual campaign All School Sites and Departments	Annual campaign All School Sites and Departments
Self-Service Creators Program *Training and outreach for workflow design and digital form conversion by district staff*	None	All Departments Staff	All Departments and School Site Staff
Full Service Consultation *Expert workflow design and digital form conversion by InformedK12*	One-time MOU 10 processes	Annual MOU 10 processes per year	Annual MOU 10 processes per year

Informed K12 Agreement

This Agreement is made as of October 1, 2021 between Informed K12 and Alum Rock Union School District, covering the services to be provided below from the commencement of this Agreement through September 30, 2023. This Agreement supersedes and replaces any and all prior written and oral agreements between Informed K12 and Alum Rock Union School District. This agreement automatically renews each year in October unless Alum Rock Union School District provides written notice of cancellation at least 45 days prior to the end of each 365-day period. Pricing is subject to increase after September 2023 by up to a maximum of 5% annually. Payment is due to Informed K12 30 days after the initiation or renewal of services.

Informed K12 will provide the following:

- Ongoing assistance and staff support. Informed K12 will provide a dedicated client success and implementation specialist as the primary contact for your district.

- Advanced access to new features, and full access to the Informed K12 system. You will receive first notice and early review of all new developments.

- Dedicated accounts with setup and configuration. Account services will adhere to the terms and definitions outlined in our Privacy Policy. In sum, you control your account information, documents, and settings. We will not rent or sell your information to third parties outside Informed K12 and its group companies (including any parent, subsidiaries and affiliates) without your consent.

During the term of this Agreement, Alum Rock Union School District will provide:

- **Dedicated Project Manager:** Identify one staff member as your primary contact, who convenes staff and provides direct input to the Informed K12 team in order to ensure success.

- **Implementation resources necessary to execute the Memorandum of Understanding.**

- **Feedback and review**: As a valued Informed K12 customer, you will have the ability to help to shape and improve the tool for all educators by providing feedback and reviewing any findings together for continuous improvement.

We look forward to a long lasting and mutually beneficial relationship.

Signature page follows

Informed K12

Jennifer Bundy

Authorized Signature

Jennifer Bundy

Print Name

09/08/2021

Date

Alum Rock Union School District

Authorized Signature

Koluiva Chhang

Print Name

10/5/21

Date

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: Kolvira Chheng, Assistant Superintendent of Business Services

Re: Contract Approval – SchoolWorks, Inc.

Date: October 14, 2021

Summary:
The District is in need of a demographic study and enrollment projections annual update to be performed to assist with both short-term and long-term planning. SchoolWorks is a reputable firm that has over 26 years of experience in this field and has worked with over 200 California school districts. Deliverables to be provided by SchoolWorks will include the following:

- Updated six-year district and individual school enrollment projections
- Updated attendance boundary demographic trend analysis
- Updated classroom utilization analysis
- Updated new housing impacts and yield rate study
- Update Interactive web based school attendance boundary locator
- Final report both in electronic form and eight (8) printed copies

Recommendation:
Staff recommends that the Board of Trustees approve the contract with SchoolWorks, Inc., in the amount not to exceed $10,750.00 for the period of October 1, 2021 to September 30, 2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Business Services (School/Dept.) VENDOR NO. 300246

PROGRAM MANAGER: Kolvira Chheng

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: SchoolWorks, Inc

   Address: 8700 Auburn Folsom Road #200 City: Granite Bay State: CA Zip: 95746

   Phone: (916) 733-0402 Email Address: ryan@schoolworksgis.com

   SSN: _____ or Fed I.D. #: 30-0008582

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 1, 2021 end date September 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 a Demographic Study w/Enrollment Projections; District-wide & school-specific enrolment projections meant to serve as a planning tool to help w/both long and short term planning; other factors-capacity utilization of existing facilities, planning modernization, etc.

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:** $ 10,750.00 (describe rate agreement) Flat Fee

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010-	0000-0-5815	00-0000-7200	000000	400-7200	$10,750.00	

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

Sept 29, 2021

Alum Rock Union School District

Professional Services

Demographics & Enrollment Projections 2021-2022

SchoolWorks, Inc.

8700 Auburn Folsom Blvd., #200, Granite Bay, CA 95746 | 916.733.0402 | www.schoolworksgis.com

Facility Problem Solvers

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Proposal Summary

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

Thank you for the opportunity to present this Proposal for the 2021/2022 annual update of Demographic Services and Enrollment Projections. This Proposal provides a company background, a general overview of the project scope, our methodology, and a cost summary.

Demographic Services and Enrollment Projections help establish guidelines designed to ensure the District's school facilities are able to accommodate and support its current and future enrollment. SchoolWorks, Inc. provides a total comprehensive analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-term and short-term planning. Our services help identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction, and attendance boundary analysis or redistricting.

In addition to our standard annual services, we have found many of our clients inquiring how specific data available in our GIS system may be able to assist with the unique Covid-19 planning challenges. These include how Covid-19 may affect future enrollment, tracking distance learning procedures to ensure every student is presented with the same opportunities, and even planning how to best utilize facilities and assign students to multi-track schedules if school is only able to operate at a reduced capacity.

Proposal Includes:

- Collaborate with the District staff throughout the project
- Updated six year district & individual school enrollment projections
- Updated attendance boundary demographics trend analysis
- Updated classroom utilization analysis
- Updated new housing impacts & yield rate study
- Updated Interactive web based school attendance boundary locator (Complimentary)
- Draft/Final documentation in electronic form and eight (8) printed copies if requested
- Total fee proposal of **$10,750**

SchoolWorks, inc. is dedicated to developing trusting personal relationships with our clients. Our unique hands-on approach makes us more than just another facility planning consultant. Our goal is to become an extension of your staff. We value integrity and going that extra mile to make sure we provide the highest in quality service.

We would be honored to once again serve the Alum Rock Union School District. Thank you for your consideration and please do not hesitate to contact us if you have any questions.

Kindest Regards,

Ken Reynolds
President
916.771.4605
ken@schoolworksgis.com

Brett Merrick
Vice President
916.771.4606
brett@schoolworksgis.com

2

Company Profile

ABOUT SCHOOLWORKS, INC.

SchoolWorks, Inc., established in 2002 by founder and President Ken Reynolds, has a proud history of guiding California school districts through the complexities of school facility planning.

Our firm takes pride in focusing on the unique challenges facing California school districts today. We offer a wide range of services that provide the building blocks towards smart and successful facility planning.

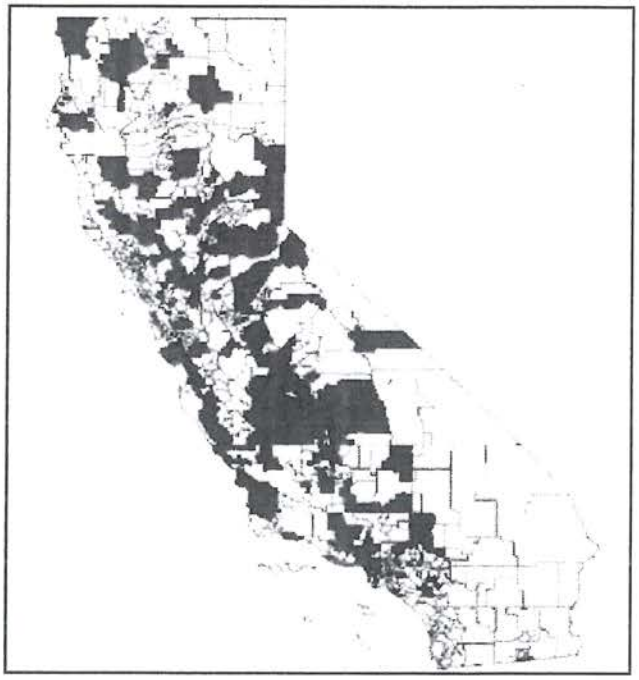
SchoolWorks, Inc. provides services exclusively to California school districts, ranging in size from under 100 students to more than 600,000 students.

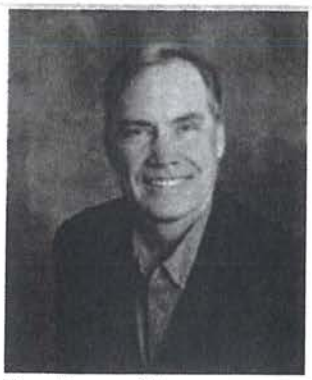
Our headquarters is located near Sacramento, providing easy access to CDE, SAB and OPSC. We have additional satellite offices located in the Central Valley and Southern California.

At SchoolWorks, Inc. our mission is simple: Take pride in developing trusting personal relationships. Our unique hands-on approach makes us more than just another facility planning and demographics consultant. Our goal is to become an extension of your staff and community. We value integrity and going the extra mile to make sure we provide the highest in quality service.

OUR SERVICES

- ❑ **Demographic Studies & Enrollment Projections**
- ❑ **Facilities Master Plans**
- ❑ **Facilities Planning Assessments**
- ❑ **State Building Program Assistance**
  - Modernization
  - New Construction
  - Financial Hardship
  - CTE
- ❑ **Developer Fee Studies**
  - Level 1
  - Level 2
- ❑ **Attendance Boundaries Studies**
- ❑ **Trustee Boundaries**
- ❑ **GIS Facility Planning Software**





Ken Reynolds,
President



Brett Merrick,
Vice President



Owen Alvarez,
V.P., State Building Program



Kathy Reynolds,
Associate Director



Ryan Reynolds,
DEP Project Manager



Alex Rutherford
P.M., State Building Program



Alice Turney,
Accounts Manager



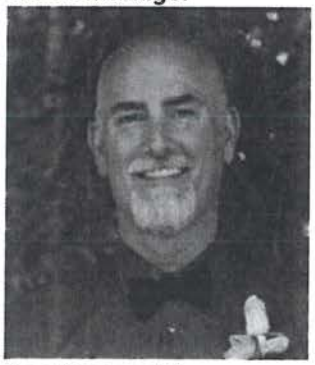
Jodi Grayem,
Office Manager



Ed Gonzales,
Consultant



Luke Smith,
Consultant



Ron Groenvald,
Consultant

3

Proposal

ENROLLMENT PROJECTIONS

This Demographics and Enrollment Projections provides a comprehensive enrollment analysis. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development.

The study is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting.

This study provides information based on the 2021/2022 District enrollments and programs, local planning policies and residential development. As these factors change and time lines are adjusted, the Demographic Study should be revised to reflect the most current information.

METHODOLOGY

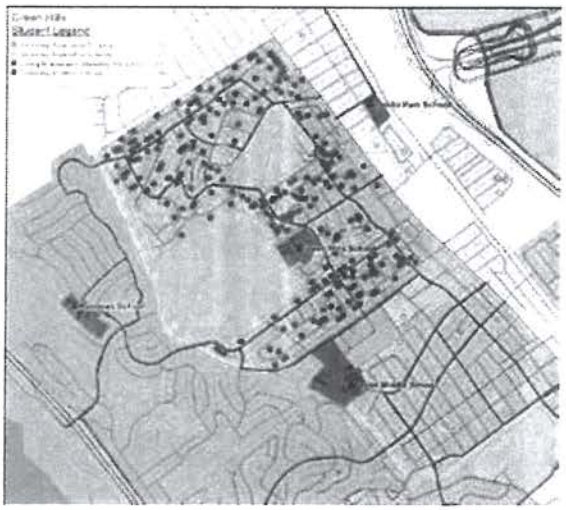
The enrollment projections for each school are generated using a State standard weighted cohort trend analysis. The basic projections are created by studying the individual geographic areas. Once the trends are analyzed for each area, the base projections are modified using the following procedures:

- **Neighborhood School Attendance Area Analysis:** Each school attendance boundary will be input into our GIS (Geographic Information Systems) Software. Students are counted in each of the attendance area boundaries based on their residential address and can be studied to view optimum and balanced utilizations. Attendance pattern maps for each individual boundary will analyze impacts of intra-district transfers from within the district boundary, as well as inter-district transfers from neighboring school districts.

- **Inter-district** student counts are not included in the base geographic trend analysis since these students reside outside of the District. Therefore, the current number of students-per-school and students-per-grade are added to the base projections.

- **Intra-district** students are those who transfer from one school to another. The number of students transferring into and out of each school are calculated and used to determine the difference between the projections for students living in each attendance area versus those that are projected to attend the school.

- **Cohort Trend Analysis:** The number of students living in the boundary are used to generate the cohort factors. The weighted average of the three (3) years is determined with the current year weighted 50%, the prior year 33.3% and the third year 16.7%. This gives the current trends more value in determining the projections. Those cohorts are then used to determine the students who will be residing in each attendance area for the following years.

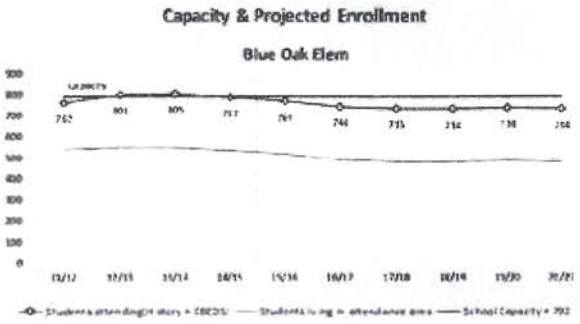


- **Birth Rate Analysis:** Birth rates are used to project future kindergarten enrollment. It is assumed if the births indicate there was an increase of 4% one year, then there will be a corresponding 4% increase in the kindergarten class five (5) years later.

- **Housing Development and Yield Rate Study:** New housing development can have a significant impact on future facility and demographic planning. A complete analysis of all current and future new housing developments will be researched by working with city, county and other local municipalities. A student yield rate analysis will also be conducted using the most current Census data. New housing development rates and yield factors are compared to the historical impact of development and if the future projections exceed the historical values, the projections are augmented accordingly.

- **District Special Education and Alternative Programs:** The projections for special education students and alternative programs are created by assuming those programs typically serve a percentage of the total District population. Therefore, as the District grows or declines, the enrollment in those programs would increase or decrease accordingly.

- **Site Capacity and Utilization Analysis:** By reviewing current district loading standards and how many available classrooms are situated at each school site, we can determine which schools have room for growth, which schools are overcrowded or which school sites may need to be considered for boundary changes or grade level reconfiguration. The classroom counts may not represent the current classrooms being used, as there may be unused rooms on the school site. In some cases, there may be fewer classrooms counted than current teaching stations if some of the rooms being used were designed for other purposes but are currently being used as classrooms due to overcrowding. The purpose of the classroom count and capacity are to show what the school capacity should be if all teaching spaces are being used in accordance with the educational programs of the District.



OTHER AVAILABLE SERVICES

ONLINE SCHOOL BOUNDARY EXPLORER

Offered complimentary with a signed Demographics & Enrollment Projects proposal, the School Explorer is an interactive, online address search service. School Locator is linked directly to your website for easy accessibility and customized to blend with existing design. School Explorer also allows for multiple boundary layers to be added at anytime so if your district is going through a boundary change you have the ability to view both the current and proposed boundaries. We can also add Trustee Areas as an additional layer.



UNLIMITED ON-CALL SERVICES

SchoolWorks, Inc. provides unlimited on-call services to all our clients. If you have questions about the number of students in a boundary, in a specific neighborhood, or within a certain radius, our staff is available on-call Monday through Friday 7am to 5pm to help answer those questions. We will make every attempt to answer within the same day.

GIS FACILITIES PLANNING SOFTWARE

SchoolWorks utilizes our GIS (Geographic Information System) Facility Planning Software as the foundation to input and analyze the Demographic and Enrollment information provided by the District. GIS lets you capture, manage, display and analyze geographically all the data that's critical in planning for your future. This information is stored on our secured serve.

The SchoolWorks, Inc. GIS Facility Planning Software is available for purchase by the District, if requested. For more information on this powerful tool please contact a SchoolWorks, Inc. representative.

HOURLY RATES

If you request a SchoolWorks Representative on various projects or committee meetings beyond the Statement of Work in this proposal, the District will be billed an hourly rate of $185 per hour.

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Fee Proposal

STATEMENT OF WORK

Schoolworks, Inc. is proposing a fixed fee for the basic services provided in this proposal. Optional services may be added. Changes in the scope of work can have impacts on the overall fee. If SchoolWorks, Inc. presence at meetings or additional services are requested beyond the scope of work, the District will be billed at $185 per hour, plus travel time and expenses or issued a new contract for those specific services.

DEMOGRAPHICS & ENROLLMENT PROJECTIONS	
❑ Geocode current student enrollment data October 2021	
❑ Update and analyze student demographic trends	
❑ Update six year district enrollment projections	
❑ Update enrollment projections for each individual school	
❑ Update classroom utilization analysis	
❑ Update new housing impacts & yield rate study	
❑ One (1) Board presentation	
❑ Interactive web based school attendance boundary locator (Complimentary)	
❑ Unlimited on-call services	
Total Proposed Fee	**$10,750**

SCHOOL LOCATOR SERVICES
❑ If the District does not intend to update this study on a yearly basis, a maintenance agreement will be provided to continue using the interactive web based school attendance boundary locator of **$850.00.**

PROJECT TIMELINE

The proposed timeline for completion and delivery of the project is TWO (2) months from the time the Schoolworks, Inc. team is able to collect the appropriate information. A project RFI will be submitted to the District upon signing of this agreement. A schedule is intended to be a flexible timeline and will be adjusted accordingly, depending on coordination of schedules and efficient data collection. It is our goal to complete this project under the TWO (2) month window. The schedule is generated through a team effort involving District administration and SchoolWorks, Inc. Consultants.

Agreement

PROFESSIONAL SERVICES AGREEMENT

DEMOGRAPHICS & ENROLLMENT PROJECTIONS

Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127
TEL: 408.928.6800

and

SchoolWorks, Inc.
8700 Auburn Folsom Rd. #200
Granite Bay, CA 95746
TEL: 916.733.0402

THIS AGREEMENT, is made by and between SchoolWorks, Inc. (hereinafter referred to as "SCHOOLWORKS") and Alum Rock Union School District, (hereinafter referred to as "the DISTRICT")

WHEREAS, the DISTRICT is authorized to retain consulting services to assist the DISTRICT in updating demographics and enrollment projections.

SCOPE OF SERVICES

SCHOOLWORKS will provide the DISTRICT a Demographic Study and Enrollment Projections. The district-wide and school-specific enrollment projections are meant to serve as a planning tool to help with both long-and short-term planning. Demographic Studies examine the factors that influence school enrollments, namely trends in demographics, birth rates and housing development. It is also used as a tool to identify certain facility planning requirements such as capacity utilization of existing facilities, planning for modernization or new construction and attendance boundary redistricting. This study provides information based on the 2021/2022 District enrollments and programs, local planning policies and residential development

AGREEMENT PERIOD

The agreement period begins October 1, 2021, (the "Effective Date") and will automatically expire on September 30, 2022 (the "Expiration Date").

OBLIGATIONS OF THE DISTRICT

DISTRICT agrees that it's employees will cooperate with SCHOOLWORKS and be available for scheduled consultations and meetings at reasonable times.

DISTRICT shall provide data which is required or requested by SCHOOLWORKS. All data and records, including student information will remain confidential.

DISTRICT will assist SCHOOLWORKS in obtaining data from public municipalities or agencies or private citizen groups whenever such data is necessary for completion of the work outlined in this agreement.

CONFIDENTIALITY

Student records obtained by SCHOOLWORKS, and/or its third parties from the DISTRICT continue to be the property and under the control of the DISTRICT. The procedures by which students may retain possession and control of their own student generated content will be determined and controlled by the DISTRICT, not by SCHOOLWORKS. The options by which a Student may transfer student-generated content to a personal account will be determined by the DISTRICT, not by SCHOOLWORKS. Representatives of the DISTRICT, not SCHOOLWORKS or its third parties, will work directly with parents, legal guardians, or eligible students to review personally identifiable information in the student's records and correct erroneous information. SCHOOLWORKS staff members or its third parties shall act to ensure the security and confidentiality of student records, including, but not limited to, designating and training experienced staff members to ensure the security and confidentiality of student records, by use of the following measures: SCHOOLWORKS staff members will periodically review and test the security and confidentiality of records stored in its computer systems and its related data drives, and make adjustments to security protocols as required. In the event of an unauthorized disclosure of a student's records, staff of SCHOOLWORKS and its third parties will assist the DISTRICT by providing any information provided in the unauthorized disclosure to the DISTRICT so that the DISTRICT can report the disclosure to the affected parent or student, and resolve the issue in a satisfactory manner. The DISTRICT, not SCHOOLWORKS will work with students who choose to retain possession of their student generated content or to transfer such content to a student's personal account. SCHOOLWORKS agrees to comply with all standards regarding the privacy of the student data provided by the DISTRICT, relating to "COPPA," "FERPA," and SOPIPA. In accordance with COPPA, FERPA and SOPIPA. SCHOOLWORKS will not use its site or services for other than its school district client's K-12 school purposes, and will use security protocols to secure DISTRICT data that is used in conducting certain studies and reports for or on behalf of the DISTRICT. SCHOOLWORKS will not use any personally identifiable information in student records to engage in targeted advertising. SCHOOLWORKS. will not sell a student's information. SCHOOLWORKS will not use any personally identifiable information in student records to create a "student profile" for any purpose other than those required or specifically permitted by the Technology Services Agreement. SCHOOLWORKS and/or its third parties shall not disclose any personally identifiable information in student records, unless for legal, regulatory, judicial, safety, or operational improvement reasons, and must disclose student information: when required by law, for legitimate research purposes; or for school purposes to educational agencies authorized by the DISTRICT

TERMINATION

It is understood and agreed that the DISTRICT may terminate this agreement without cause by giving SCHOOLWORKS written notice at least thirty (30) days before effective date of such termination. Required payments include payment for hours completed.

COMPENSATION

The full amount of **$10,750** will be billed upon completion of the Study and submitted to the District for review. The amount is due within thirty days (30) of the date of the invoice. If SchoolWorks presence is requested at additional school board meetings or other committee meetings beyond the scope of work, the District will be billed at $185 per hour, plus travel time and expenses.

The parties hereto have caused this agreement to be executed by their authorized representatives.

SchoolWorks, Inc.	Alum Rock Union School District
Ken Reynolds	_____
	Signature
Kenneth R. Reynolds	_____
	Print Name
President	_____
	Title
Sept 29, 2021	_____
	Date

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: Denisse Mendez, Director Child Nutrition Services

Re: ACME Pacific Repairs, Inc.

Date: September 29, 2021

Summary:
The Child Nutrition Service Department has a need to repair kitchen equipment due to usage of heating and holding food for meal distribution. It is necessary for the District to maintain a contract with a reliable company that has been responsive and capable in providing repair services within 24-hours. The service will be provided district-wide on as needed basis.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with ACME Pacific Repairs, In., in the amount of $20,000.00 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Child Nutrition Services (School/Dept.) VENDOR NO. 10681

PROGRAM MANAGER: Denisse Mendez

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: ACME Pacific Repairs, Inc.

   Address: 347 Fulton Place City: Fremont State: CA Zip: 94539

   Phone: (510) 252-2070 Email Address: Info@acmepacificrepairs.com

   SSN: _____ or Fed I.D. #: 94-3071247

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 1, 2021 end date June 30th, 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:

   Repair of kitchen equipment such as dishwashers, ovens, warmers, re-therm ovens and steam tables. All equipment used for heating and holding food. Distric wide.

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

   _____ a. **Fee Rate:** $ 150.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of $_____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
050	8150 0	5815-00-0000	8100	$20,000.00		M. Nevitt 9/28/2021
		000000	450-8130			

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

acme pacific
Repairs, Inc.

Foodservice Equipment Specialist

1347 Fulton Place, Fremont CA, 94539 – Tel. (510) 252-2070 – Fax (510) 656-1753

September 10, 2021

Alum Rock Union Elementary School District
Attn: Romelia Galaviz
2930 Gay Avenue
San Jose, CA 95127

RE: Service Proposal

Dear Romelia

We propose to provide repair and maintenance service on kitchen / cafeteria equipment at the various School locations, on an as needed time and material basis.

Copy of our current labor rate and scope of work is also attached for your reference.

Thank you for this opportunity, we are looking forward to working with you.

Sincerely

Ranjit Ratra
Owner & CEO

acme pacific
Repairs, Inc.
Foodservice Equipment Specialist
1347 Fulton Place, Fremont CA, 94539 – Tel. (510) 252-2070 – Fax (510) 656-1753

Current LABOR RATES :

Trip (Travel) regular charge - **$ 150.00**
Straight time - **$ 150.00 per hour**
Trip (Travel) Overtime - **$ 225.00**
Overtime - **$ 225.00 per hour**

Emergency $ 225.00 per hour (3 – hours minimum charge) - **$ 675.00** *(Saturday & Sunday)*

Service Provided:

- Check/repair electrical components for proper operation
- Check/repair functioning of safety controls
- Adjust burners and pilots
- Calibrate thermostats
- Check/repair mechanical components for proper operational and lubricate as needed
- Inspect, descale or replace boilers

Acme will provide the service described and repair or replace defective parts as necessary. All parts installed shall be new and carry warranties in compliance with the appliance manufacturer or the part supplier/maker. Any parts shall be authorized by Customer prior to installation and billed.

Acme Pacific Repairs
INC.
Contractors License #541021
1-800-696-6942

Foodservice Equipment Specialists

Experienced Technicians

Prompt, Courteous Service

Reasonable Rates

Free Estimates on Installations

Large Parts Inventory

Parts & Service for Gas-Electric-Steam:

- DISHWASHERS
- RANGES
- STEAMERS
- FRYERS
- BROILERS
- DISPOSERS
- WARMERS
- OVENS
- MIXERS & SLICERS
- REVOLVING TRAY OVENS

About Acme Pacific Repairs

◆

Acme Pacific Repairs was established in 1988 by a group of individuals with extensive experience of commercial restaurant appliances. We are presently located in Fremont, California and specialize in the repair, servicing and installation of all types of foodservice equipment. Our staff of highly trained technicians provide services for some of the finest and most well known restaurants, hotels, institutions and corporate cafeterias in the entire San Francisco Bay Area.

Our fully equipped service vehicles can respond quickly to your equipment repair needs, whether it be electric, gas or steam heated. We maintain an extensive inventory of repair parts available for immediate delivery.

We offer Service Contracts, Time and Material Service, Installation Service, and Factory Authorized Warranty Service on many brands.

◆

Acme Pacific Repairs
INC.
1347 Fulton Place ◆ Fremont, CA 94539
Tel. (510) 252-2070 ◆ Fax (510) 656-1753

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: Denisse Mendez, Director Child Nutrition Services

Re: Garda CL West, Inc.

Date: September 29, 2021

Background:
Business Department requires a courier service to pick up and deposit money from district office to banking location (Wells Fargo). Garda CL West, Inc. has shown to meet all service's needs.

Summary:
Child Nutrition Services and Business department would like to contract with Garda CL West, Inc. as our money service courier for school year 2021-2022. Service will include 1x week pick up from district office to district bank Wells Fargo.

Recommendation:
Staff recommends that the Board of Trustees approve Garda CL West, Inc, contract for no more than $200.00 a month for school year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Garda CL West, Inc.

Address: 2000 NW Corporate Blvd City: Boca Raton State: FL Zip: 33431

Phone: (561) 939-7000 Email: aurora.goicochea@garda.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates October 14, 2021 end date October 14, 2022

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

Courier service to pick and deposit money from district office to district banking location.
Pick-ups will be made every Thursday, except holidays.

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:** $185.97 per MONTH Not to Exceed $200.00/MONTH of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 130-~~530~~ 5310-5815-00-0000-3700-000000-480-3700 _____ 9/29/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 9/24/21
Director of Fiscal Services: _____ Date: 9/28/21
Asst. Supt., of Business Services: _____ Date: 9/28/21
Superintendent: _____ Date: _____

GARDAWORLD

Contract: **13150 (120-167556)**

ARMORED CAR SERVICE AGREEMENT

This Agreement is made on **September 01, 2021** by and between **GARDA CL West, Inc.,** Hereinafter called "CARRIER") and **ALUM ROCK SCHOOL DISTRICT** whose address is **2930 GAY AVE. San Jose CA 95127** (Hereinafter called "CUSTOMER").

SECTION I: BASIC AGREEMENT

The Parties both agree as follows:

1. **Service:** CARRIER agrees to render Services to CUSTOMER at the locations, times, prices, frequencies, and liability limits set forth on Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.

2. **Insurance:** During the Term of this Agreement, CARRIER shall maintain the insurance in the amounts and types set forth herein.

3. **Maximum Liability:** The Maximum Shipment Liability shall be as set forth on Schedule A hereof.

4. **Term:** The Term for Services under this Agreement shall be as set forth on Schedule A.

5. **Payment for Services**: CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests and any applicable surcharges pursuant to Schedule A.

6. **Entire Agreement:** This agreement includes the terms hereof, and the terms of service contained in Schedule A.

SECTION II. DEFINITIONS

(a) The word "Holiday" as used in this Agreement shall mean the days designated on Schedule A. Holiday Service will be provided at the prices set forth on Schedule A.

(b) The word "Property" shall mean currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities, and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law.

(c) The word "Sealed" as used in this Agreement shall mean closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted.

(d) The word "Service" shall mean to call for Sealed Shipments said to contain Property, to receipt therefore, and to deliver the same in like condition to a designated consignee, and to perform any other Services set forth on Schedule A.

(e) The word "Shipment" as used herein shall mean the total Property in Sealed containers received by CARRIER at a single location from a single consignor for delivery to one other location to a single consignee.

(f) The words "Reconstruct", "Reconstructed" and "Reconstruction" shall mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

SECTION III. SERVICE

(a) Service: CARRIER agrees to render Service to CUSTOMER at the locations, prices, frequencies, and liability limits set forth in Schedule A attached hereto and made a part hereof and upon such other terms and conditions as are set forth on Schedule A.

(b) Nondeliverables: When delivery of a Shipment cannot be made for any reason, CARRIER shall notify CUSTOMER and return the Shipment to CUSTOMER or to CARRIER'S vault for storage. Notification of such return shall be promptly given to CUSTOMER.

(c) Premise Time: CUSTOMER understands that time is of the essence to CARRIER'S business; therefore, CUSTOMER agrees that CARRIER'S messenger shall be present no more than a maximum of five (5) minutes to make a pickup and/or delivery of Property. If said premise time exceeds the time stated herein, it is agreed that the messenger may leave and that such departure shall not be a breach of this Agreement. CUSTOMER may call and request that a Service call be made by CARRIER subsequent to such departure. By requesting same, CUSTOMER agrees to pay for said additional Service call at a rate to be established by mutual agreement, such charges to be in addition to regular Service charges.

(d) EvenXchange® Service: CARRIER agrees to accept change orders directly from CUSTOMER location(s) via CARRIER'S telephone order entry system, and CARRIER will prepare and package each order from the inventory ("Inventory") of coin and currency (hereafter, collectively "Cash") maintained at CARRIER'S facility(ies). Subject to the terms herein and in the Agreement, CARRIER shall deliver change orders in accordance with the scheduled pickup/delivery dates set forth in the attached Schedule A. Change orders requested by CUSTOMER for delivery on days other than scheduled pickup/delivery dates shall be subject to CARRIER approval and such special charges as provided in the Agreement, or as otherwise mutually agreed upon. All change orders must be placed before 11:00 a.m. on the day prior to a requested/scheduled delivery. Saturday, Sunday, and Monday orders must be placed before the above-referenced time on Friday. CUSTOMER shall not order any currency in denominations exceeding Ten Dollar ($10.00) notes.

(e) Payment for Services: CUSTOMER agrees to pay CARRIER for the Services at the prices set forth in the attached Schedule A, in the event CUSTOMER uses the Even Exchange Service. (The first such usage indicates agreement with the rates as set forth on Schedule A), plus all additional charges associated with special Service requests, as requested by CUSTOMER. Payment is due upon receipt from the date of any invoice.

SECTION IV. INSURANCE

(a) All Risk Insurance: CARRIER agrees at all times during the life of this Agreement to purchase and maintain insurance with a responsible insurance company to cover the loss or destruction of Property handled or protected by CARRIER, its agents, or employees, on behalf of CUSTOMER pursuant to this Agreement. CARRIER agrees to furnish CUSTOMER with written evidence of compliance with this provision. It is understood and agreed that CARRIER shall not be liable in any capacity for loss or harm to CUSTOMER'S Property or for damages directly and/or proximately flowing from loss or harm to CUSTOMER'S Property while said Property is in the possession of CARRIER, nor shall CARRIER'S insurance carrier be required to cover such damages when same are caused by any of the following:

1. Hostile or warlike action in time of peace or war, including but not limited to, action which hinders, combats, or defends against an actual, impending, or expected attack by any government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces, or by military naval or air forces, or by an agent of any government power, authority, or force.

2. Any weapon of war employing atomic fission or radioactive force whether in time of peace or war.

3. Any accident or catastrophe occurring at a government or private facility employing the use of atomic fission or radioactive energy whether in time of peace or war.

4. Insurrection, rebellion, revolution, civil war, usurped power, or action taken by government authority in hindering, combating, or defending against such an occurrence, seizure or destruction under quarantine or customs regulations, confiscation by order of any government or public authority, or risks of contraband or illegal transport or trade.

(b) Other Insurance: CARRIER shall maintain during the performance of the Services the following insurance:

(i) Worker's Compensation and Employers' Liability Insurance as prescribed by applicable law.

(ii) Comprehensive or Commercial General Liability Insurance (bodily injury and property damage), the limits of liability of such Insurance shall not be less than $ 1,000,000 combined single limit per occurrence.

(iii) Automobile Bodily Injury and Property Damage Liability Insurance, covering owned, non-owned and hired automobiles, the limits of which shall not be less than $ 1,000,000 combined single limit per occurrence.

SECTION V. CUSTOMER INDEMNITY

(a) Indemnity: CARRIER agrees to defend, indemnify, and hold harmless CUSTOMER from all claims, demands, actions, and causes of action for damage or injury, including death, which are hereafter made or brought against CUSTOMER by any third party for the recovery of actual damages to the extent caused by reason of the negligence or willful misconduct of CARRIER, its employees, or agents. CARRIER shall have no defense or indemnification obligation to CUSTOMER to the extent such damage or injury is caused by the negligence or willful misconduct of CUSTOMER, its employees, or agents. In no case shall CARRIER be liable for or owe any duty of indemnification with respect to any exemplary, punitive, or consequential damage claims by CUSTOMER or any third party arising from the loss or destruction of Property. CARRIER'S obligation with respect to any claim for damages by CUSTOMER or any third party with respect to any Property shall not exceed the Maximum Shipment Liability.

SECTION VI. CARRIER LIABILITY

(a) Maximum Shipment Liability: Except as provided above, it is understood and agreed that CARRIER and its insurance company will be liable for loss of or damage to CUSTOMER Property inclusive of Reconstructive damage up to the maximum sum for each Shipment as set forth in Schedule A, which sum is the agreed maximum value of any single Shipment ("Maximum Shipment Liability"). The Service and liability obligations assumed by CARRIER and the rates charged by CARRIER are based, in part, upon the values of Shipments as declared herein by CUSTOMER, for the safe delivery or return of any Shipment of CUSTOMER'S in the possession of CARRIER, or in the possession of the agents or employees of CARRIER pursuant to the terms of this Agreement, it is therefore expressly agreed by the CUSTOMER that the provisions of this Agreement dealing with Maximum Shipment Liability to be accepted by CARRIER from the CUSTOMER for delivery to consignee, or from consignee, may not be waived or amended by any agent of CARRIER, but that such waiver or amendment may be made only with the written consent of an officer of CARRIER. CARRIER will not be liable for loss or damage to Property consigned to it in excess of the Maximum Shipment Liability unless CUSTOMER has paid all excess liability charges to the CARRIER for all Shipments of Property with a value in excess of the Maximum Shipment Liability amount.

(b) Force Majeure: CARRIER shall not be in breach of this contract nor be liable in any capacity for damages,

including but not limited to loss of interest, directly and/or proximately flowing from any delay in or failure to make pickups or deliveries on CUSTOMER'S behalf pursuant to the terms of this Agreement due to causes beyond CARRIER's reasonable control, including strikes, work stoppages, lockouts, epidemics, pestilence, strikes by CUSTOMER or consignee's employees, work stoppages by CUSTOMER or consignee's employees, lockouts by CUSTOMER or consignee, war, rebellion, insurrection, hostilities, legal process, court action, mechanical failure, accidents, fires, acts of God, storms, flood, closed transportation routes or other causes beyond CARRIER'S reasonable control. It is understood and agreed that CARRIER is not a guarantor of any pickup or delivery times that may be established from time to time by custom, practice, or agreement. Any such times are mere approximations or estimates, however, CARRIER agrees to use reasonable efforts to accommodate pickup and delivery times requested by CUSTOMER and agreed to by CARRIER.

(c) LIABILITY CAP: Except in the case of a shipment, wherein the Maximum Shipment Liability limit set forth in Schedule A shall apply, CARRIER's liability for damages (whether a claim therefor is based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) connected with, or arising under, this Agreement will be limited in the aggregate for all claims to an amount equal to the total amount of fees paid by Customer to CARRIER for Services under this Agreement during the twelve (12) months prior to the occurrence of the first event that is the subject of the first claim (or, if twelve (12) months have not yet elapsed since the EFFECTIVE DATE, then the total amount actually paid by Customer to CARRIER under this Agreement).

SECTION VII. PROCEDURES

(a) Authorized Messengers: CARRIER agrees to furnish CUSTOMER the CARRIER's secure Authorized Agent Card procedure to conduct deposit pickup and change order delivery. CUSTOMER may rely upon the Authorized Agent Card as evidence of authority of the messenger. CARRIER assumes no liability for Property delivered to any employee or other person, except those who display an Authorized Agent Card and arrive in full uniform.

(b) Shipment Requirements: CUSTOMER agrees to cause all Shipments to be made by means of CUSTOMER placing CUSTOMER'S Property in Sealed packages or containers, of a mutually agreed upon type and design, which clearly and distinctly indicates the name and address of the consignor as well as the name and address of the consignee. CUSTOMER further agrees to clearly and distinctly set forth the value of each Shipment on the outside of the Sealed packages or container. CUSTOMER agrees that CARRIER, its agents, or employees, shall have the right to refuse to pick up Shipments of Property which are not Sealed and properly marked by CUSTOMER as set forth above and that CARRIER assumes no liability for any damages or loss which may result as a consequence of such refusal to make a pickup. CUSTOMER further agrees that CARRIER shall not be liable for any mysterious disappearance of, shortage or damage to the contents of any Shipment unless the Shipment was properly Sealed at the time of delivery to CARRIER and shows evidence of tampering at the time CARRIER delivers said package to the consignee and the consignee immediately notes, in writing, the evidence of tampering on CARRIER'S receipt document. Absent notation on CARRIER'S receipt document by the consignee at the time of receipt, the burden of proof shall be on the CUSTOMER to show the CARRIER is responsible for such loss or claim related to a Sealed container said to contain Property. The parties agree that, while CUSTOMER may keep its own receipt and log book for its own internal purposes, CARRIER's receipt document shall be deemed the sole controlling document with respect to all Services rendered, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigations, claims or litigation.

(c) Duration of Shipment Liability: CARRIER'S possession of CUSTOMER'S Shipment begins only after an authorized messenger employed by CARRIER signs a receipt for and receives said Shipment into his/her physical custody, thereafter CARRIER'S possession of CUSTOMER'S Property terminates when and as an agent or consignee designated by CUSTOMER receives physical custody (i.e. physical possession or

control) of the Shipment. It is understood and agreed that CARRIER'S liability for the handling or protection of CUSTOMER'S Property arises and exists solely and concurrently with CARRIER'S possession thereof.

(d) Consequential Damages: It is understood and agreed that under no circumstances or theory of liability shall CARRIER and/or CARRIER'S insurance company be liable for any incidental or consequential damages to CUSTOMER or any third party directly or on behalf of CUSTOMER resulting from or occasioned by the loss of or damage to any Shipment of Property delivered to CARRIER pursuant to this Agreement.

(e) Claims: It is understood and agreed that under no circumstances shall CARRIER and/or CARRIER'S insurance company be liable or responsible for any claim for loss of or damages to CUSTOMER'S Property which is not submitted in writing to the CARRIER within the greater of ninety (90) days after the date that said loss or damage purportedly occurred or the minimum notice requirement under the law of the jurisdiction where the Service took place. Within thirty (30) days after the giving of written notice of a claim of loss or damage, CUSTOMER agrees to furnish CARRIER a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in form reasonably satisfactory to CARRIER, which proof of loss shall be substantiated by the books, records and accounts of CUSTOMER and shall be subscribed and sworn to by CUSTOMER or its duly authorized officer. Failure of CUSTOMER to comply with the foregoing shall relieve and release CARRIER of any liability to CUSTOMER with respect to such claimed loss or damage. Any appeal of a claim decision must be made by CUSTOMER within fourteen (14) days of the date of the written decision. CUSTOMER agrees that any failure to meet such deadline will result in a waiver by CUSTOMER of any rights or remedies CUSTOMER may have with respect to such claim.

(f) Checks: CUSTOMER shall maintain an accurate record of all checks placed in any Shipment given to CARRIER and in the event of a loss, CUSTOMER agrees to promptly, diligently, and completely cooperate with CARRIER in the Reconstruction and replacement of lost, destroyed, or stolen checks which had been contained in any such Shipment. CARRIER'S sole liability shall be the payment to CUSTOMER of: (i) reasonable costs necessary to Reconstruct the checks plus any necessary costs because of stop payment procedures; (ii) the face value of checks that cannot be Reconstructed, provided adequate proof of the value thereof is presented to CARRIER, except those checks which would not be collectable at the time of loss, but not to exceed the limit of $5,000.00 per Shipment for the unidentified checks. The maximum liability of CARRIER for the checks shall in no event exceed the Maximum Shipment Liability limit set forth in Schedule A which includes the aforesaid $5,000.00 for the unidentified checks. Complete cooperation shall include but not be limited to, recovery of hard copy or electronic records of checks including, without limitation, point of sale information created by its employees, agents, or customers; as well as requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all of its legal and equitable rights against said makers. CUSTOMER agrees that CARRIER and CARRIER'S insurance company shall not be liable for damages directly or proximately flowing from CUSTOMER'S breach of this provision. Upon payment of a loss pursuant to this Agreement, CARRIER or its insurance company shall be subrogated to all CUSTOMER'S rights and remedies of recovery, therefore. The CUSTOMER shall assign to the CARRIER, CUSTOMER'S right to receive payment under any check(s) for which CARRIER has reimbursed CUSTOMER and CUSTOMER shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.

(g) Even Exchange Procedures: The parties agree that CUSTOMER shall procure an Inventory of Cash which shall be maintained at CARRIER'S facilities in amounts by denomination to fulfill the change order requirements as set forth hereunder. CARRIER shall deliver CUSTOMER change orders, subject to the terms herein and in the Agreement, to CUSTOMER store locations and CUSTOMER store locations shall contemporaneously provide CARRIER'S messenger with a currency deposit, in the Sealed, tamper-resistant bag provided by CARRIER, in an aggregate amount equal to the face amount of the change order. CARRIER shall have no obligation to provide CUSTOMER with a change order unless CUSTOMER strictly complies with the foregoing currency exchange obligations. CARRIER agrees to

reimburse CUSTOMER on a weekly basis for any amount in the currency deposit that is in excess of the amount of the change order delivered to the CUSTOMER's store. CUSTOMER agrees to reimburse CARRIER on a weekly basis for any amount that is less than the amount of the change order delivered to the CUSTOMER's store. Absent evidence of CARRIER tampering, CUSTOMER will be responsible for differences found by CARRIER during CARRIER'S verification of any CUSTOMER change order currency exchanges.

SECTION VIII. GENERAL

(a) Payment for Services: CUSTOMER agrees to pay CARRIER for the Services, the sum set forth on Schedule A per month, plus all additional charges associated with special Service requests. Payment is due upon receipt from the date of any invoice. CUSTOMER understands and agrees that CARRIER reserves the right to charge the lesser of one and a half percent (1.5%) or the highest rate permitted by applicable law, per month or fraction thereof, finance charge on all balances that are not paid within 30 days of the date of invoice. CUSTOMER further understands and agrees that CARRIER shall not be responsible to issue credits for erroneous billings that are more than ninety (90) days old as of the date the credit is requested. The prices quoted on Schedule A do not include state sales and transportation related taxes, local sales and transportation-related taxes or federal sales and transportation related taxes. Notwithstanding anything to the contrary, CARRIER may terminate or suspend Services at any time and without notice to CUSTOMER if CUSTOMER fails to pay for Services within thirty (30) days of the date of invoice. CARRIER shall have no liability for any losses and/or damages arising out of a termination or suspension of Services hereunder. CARRIER does not accept credit card payments. Any form of payment other than by electronic funds transfer or check must be approved by CARRIER. In the event Service is suspended during the Term, CUSTOMER may be subject to a re-activation fee for each suspended Service Location that re-starts Service.

(b) Cost Increases: After the first year of the Term, Service rates will automatically increase annually by the greater of CPI or three percent (3%). For the purposes hereof, the term "CPI" means the Consumer Price Index for All Urban Consumers: Transportation services [CUUR0000SAS4], Index 1982-1984=100, Not Seasonally Adjusted, as reported by the US Department of Labor's Bureau of Labor Statistics. CARRIER shall have the right to charge a surcharge for fuel as set forth in the matrix below, a security surcharge of five percent (5%), and insurance cost increases.

(c) **Custom Fuel Surcharge Index and Methodology**: Our fuel surcharge calculation method is based on the 3-week rolling average of the U.S. Energy Information Administration (eia.doe.gov) for diesel fuel. The Department of Energy website is updated every Tuesday and the National average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over $4.25 add an additional 1% for every $0.10 per gallon increase.

Price Per Gallon	Surcharge
Below - $1.75	0%
$1.751-$1.85	1%
$1.851-$1.95	2%
$1.951-$2.05	3%
$2.051-$2.15	4%
$2.151-$2.25	5%
$2.251-$2.35	6%
$2.351-$2.45	7%

$2.451-$2.55	8%
$2.551-$2.65	9%
$2.651-$2.75	10%
$2.751-$2.85	11%
$2.851-$2.95	12%
$2.951-$3.05	13%
$3.051-$3.15	14%
$3.151-$3.25	15%
$3.251-$3.35	16%
$3.351-$3.45	17%
$3.451-$3.55	18%
$3.551-$3.65	19%
$3.651-$3.75	20%
$3.751-$3.85	21%
$3.851-$3.95	22%
$3.951-$4.05	23%
$4.051-$4.15	24%
$4.151-$4.25	25%

(d) Change in Service: Regardless of the practice, custom, and/or conduct of the parties, no change to the Service locations, times, prices, days of service, frequencies and/or liability limits requested by CUSTOMER shall be valid unless such change is approved in writing by an authorized representative of CARRIER. To request a change in Service, including without limitation, Service suspension, CUSTOMER must submit a signed written request to CARRIER's Change in Service Department using CARRIER's form. All requests will require at least ten (10) business days prior notice. Any change to Service parameters, including a change to Saturday and/or Sunday Service, requires at least ten (10) business days to review, approve and process, and may result in a rate adjustment.

(e) Notices: Any notices required or permitted by this Agreement will be in writing and addressed to the party to receive such notice at its corresponding address, as follows:

To CARRIER:

GARDAWORLD
2000 NW Corporate Boulevard
Boca Raton, FL 33431
Attn: Finance Department

To CUSTOMER:

(As set forth above)
Customer Name
Customer Address
City, State Zip

With a copy to:

GARDAWORLD
2000 NW Corporate Boulevard Boca
Raton, FL 33431
Attn: Legal Department

All notices or other communications required or permitted to be given under this Agreement shall be in writing (unless otherwise specifically provided herein) and delivered or addressed as shown above unless notice of a change of address has been provided in writing. All notices shall be deemed effectively given: (i) when delivered, if personally delivered, (ii) on the date of delivery (or, if refused, the refusal date shown on the return receipt) if mailed certified or registered mail, return receipt requested; (iii) the day following overnight delivery, or (iv) seven (7) days after mailing, if mailed first class.

(f) Integration, etc.: This Agreement shall become effective only when approved and signed by authorized representatives of the parties hereto. This Agreement, including all attachments, schedules and exhibits constitutes the entire agreement and understanding between the parties related to the subject matter hereof, and no representations, inducements, promises or agreements not embodied herein shall be of any force and effect. This Agreement shall be binding in accordance with its terms upon the parties hereto and their respective transferees, assigns and successors in interest; provided, however, this Agreement may be assigned by CARRIER to any parent, subsidiary, or affiliated corporation which it may hereafter acquire or with which it may be merged or consolidated, or to any corporation acquiring the business and assets of CARRIER, but this Agreement shall not be otherwise assigned by either party hereto without the prior express written consent of the other party, which consent shall not be unreasonably withheld. This Agreement may be altered, amended, or superseded solely by means of a writing signed by the parties hereto; provided, however, the terms and conditions set forth in this Agreement are subject to change by CARRIER upon written notice to CUSTOMER. The headings hereof are for convenience only and have no bearing on the interpretation of the terms of the Agreement.

(g) Venue and Jurisdiction: The parties agree that the terms of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each party irrevocably consents to the jurisdiction of the state and federal courts in Palm Beach County, Florida in connection with all actions or proceedings arising out of or in connection with this Agreement. Each party waives any objections that venue is an inconvenient forum. Each Party further agrees that it will not initiate any action against the other party in any other jurisdiction.

(h) Change in Conditions: CARRIER may increase the charges set forth in Schedule A upon written notice to CUSTOMER in the event of a change in economic conditions beyond CARRIER's reasonable control that increases the operating costs incurred by CARRIER.

(i) Termination for Breach: Either party may terminate this Agreement in the event of a material breach of this Agreement as follows: The non-breaching party shall give the breaching party a written notice specifying the alleged breach and thirty (30) days to cure the breach. If the breach in not cured within said time, the non-breaching party may terminate the contract effect the next day by giving a written notice of termination.

(j) Confidentiality: The parties as part of the performances hereunder, during the Term of this Agreement, will have access to and become acquainted with various trade secrets including, without limitation, processes, programs, systems, software, compilations of information, records, specifications, financial information, marketing plans and customer lists which are owned by a party and which are regularly used in the operation of the business of a party ("Confidential Information") and data belong to clients of CUSTOMER, including non-public consumer information. Neither party shall disclose any of the aforesaid Confidential Information, directly or indirectly, or use them in any way either during the Term of this Agreement or at any time thereafter, except as required in the course of its Services under this Agreement. All Confidential Information shall remain the exclusive property of the disclosing party or its customers and clients and shall not be used or reproduced except in the sole interest of the disclosing party and with its prior consent and shall be immediately returned or destroyed upon request of the disclosing party or at the termination of Services hereunder.

(k) Non-waiver: Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce the provision or any other provision of this Agreement.

GARDAWORLD

IN WITNESS WHEREOF, the parties hereto intending to be bound have caused this Agreement to be executed, as of the date first written above, by their duly authorized representatives.

Carrier	**Customer**
GARDA CL West, Inc.	**ALUM ROCK SCHOOL DISTRICT**
By:	By:
_____	_____
(Garda Signature)	(Signature)
_____	_____
(Garda Printed Name)	(Printed Name)
_____	_____
(Title)	(Title)

GARDAWORLD

Schedule A

FOR OFFICE USE ONLY	
Customer Account: **ALUM ROCK SCHOOL DISTRICT**	Contract: **13150 (120-167556)**

GARDA CL West, Inc. ("CARRIER") and **ALUM ROCK SCHOOL DISTRICT** ("CUSTOMER") agree that effective **September 01, 2021** this Schedule A amends and is incorporated into the Armored Car Service Agreement between the parties (the "Agreement") dated as of **September 01, 2021** (the "Contract Date") by adding or amending the following Customer rates, schedules, lists, liabilities, days, Term and/or terms.

(I) Term
The Agreement shall be in full force and effect from **September 01, 2021** until **September 01, 2023** and shall automatically renew thereafter from year to year until cancelled by either party by giving the other party written notice thereof ninety (90) days in advance of each anniversary of the Contract Date.

(II) Holidays
CUSTOMER acknowledges that CARRIER observes the following Holidays for which a Holiday Service rate as set forth in Section III below shall apply.

(1) New Year's Day	(6) Juneteenth	(11) Thanksgiving Day
(2) Martin Luther King Day	(7) Independence Day	(12) Christmas Day
(3) Presidents Day	(8) Labor Day	(13) Family Day (NV Only)
(4) Easter	(9) Columbus Day	(14) Admission Day (NV Only)
(5) Memorial Day	(10) Veteran's Day	(15) Pioneer Day (UT Only)

It is understood and agreed that when a Holiday falls on a Sunday the following Monday shall constitute the Holiday; when a Holiday falls on a Saturday the preceding Friday, that Saturday, or the following Monday shall constitute the Holiday.

**Effective Date	**Service Location	**Address	City	ST	**Product	**Monthly Price	Item Allowance	Frequency	Liability Limit
9/1/21	Alum Rock School District	2930 GAY AVENUE	SAN JOSE	CA	ARMORED TRANSPORTATION SERVICE	$185.97	10	Weekly	$50,000.00

(** Flagged for GARDA CL internal purposes only.)

The following rate schedule applies to the service locations listed above:

**Product		
ARMORED TRANSPORTATION SERVICE		
Description	**Price ($)**	**Unit of Measure**
OFF DAY IN-ROUTE (Surcharge to unit rate) $	95.0000	TR
EXCESS LIABILITY ($000's) $	.6000	PT
EXCESS ITEMS $	2.5000	UN
EXCESS PREMISE TIME	5.9500	MN
HOLIDAY SERVICE $	105.0000	TR

(** Flagged for GARDA CL internal purposes only.)

* **[N]** By placing a "Y" in this box, CUSTOMER agrees and confirms that it captures such information as it deems necessary to fully reconstruct all checks in each Shipment. Accordingly, CUSTOMER, subject to the terms and conditions in the Agreement, declines any coverage by and waives any liability against CARRIER above the amount set forth in the Maximum Shipment Liability Checks, in exchange for not being assessed any excess

liability charges for checks included in any Shipment above the Maximum Shipment Liability Checks amount. Otherwise, by placing an "N" in this box, the terms of Sections VI(a) & VII(f), will apply and additional and excess liability charges will be assessed for amounts in excess of the Maximum Shipment Liability Checks.

(IV) Days of Services									
**Service Location	City	State	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Alum Rock School District	SAN JOSE	CA	N	N	N	N	Y	N	N

(** Flagged for GARDA CL internal purposes only.)

Carrier

GARDA CL West, Inc.

By:

(Garda Signature)

(Garda Printed Name)

(Title)

Customer

ALUM ROCK SCHOOL DISTRICT

By:

(Signature)

Hilaria Bauer, Ph.D.
(Printed Name)

Superintendent
(Title)

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 – Adelante Fencing

Date: September 17, 2021

Summary:
It is necessary for the District to maintain safety surroundings for all sides. Adelante I currently has an open campus that attracts outside visitors at all hours making it a safety concern for all. Fencing the zone will provide a security measure for the students and staff of Adelante.
In addition, the concrete pathway from the street drop off zone on to the campus will provide safe passage during inclement weather.

Our department reached out to several vendors and received quotes from two (2) Bosco and Selway Construction, Inc. Selway Construction submitted the lower Bid.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Selway Construction, Inc. in the amount of $36,077.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: **Division of BUSINESS SERVICES** **CONTRACT NO: 300516**

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

INDIVIDUAL/COMPANY NAME: Selway Construction, Inc. **VENDOR NO: 300516**

ADDRESS: 977 Feller Avenue, San Jose, CA. 95127

TELEPHONE NUMBER: (408) 422-2162

TAX ID NUMBER: 84-2990639

E-Mail: www.selwayconstruction.com

BOARD APPROVAL DATE: October 14, 2021

CONTRACT TERM: From: October 15, 2021 – June 30, 2022

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

A. One-line description for the Governing Board report: Adelante security fencing with top rail and bottom tension wire, sliding gates, pedestrian gates and new concrete walkway.

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
060	9010	0	6170	00	0000	8500	000000	450	8152	36,077.00

Program Manager/Principal _____ **Date:** 9/21/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 9/21/21
Accountant

Director of Fiscal Services _____ **Date:** 9/21/21

Asst Supt, Bus Services _____ **Date:** 9/21/21

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: $36,077.00 FY: 2021-2022**

V-300518

SELWAY CONSTRUCTION

977 Feller Ave., San Jose, CA 95127
(408) 422-2162
www.selwayconstruction.com

CL#1056018
DIR#1000515440

Date: 8/30/2021

BILLING INFORMATION		JOB LOCATION	
Name: ARUSD		Name: Adelante ES Fencing	
Address: 2930 Gay Ave.		Address: 2999 Ridgemont Dr.	
City, State, Zip: San Jose CA		City, State, Zip: San Jose CA	
Attn: Edgar Gudiel	Phone: 408-426-0210	Attn: Edgar Gudiel	Phone: 408-426-0210

SCOPE:

400' of 6' tall black vinyl coated chain link fence with top rail and bottom tension wire. Posts to be set 2' in concrete.
(2) 20' sliding gates
(2) 10' swing gates (1 opening)
(2) 4' pedestrian gates
Supply and install 1 bollard 4" diameter (4' above ground and 2' in ground filled with concrete).
5'x15' new concrete walkway

Total Price: $36,077.00

Exclusions: Permits, Plans, PLA, Automated gates, Landscape/Irrigation repairs and touch ups.

We propose to do the work specified above and on any addendums attached, furnishing all labor and material as specified for a sum of $ plus sales tax with payment to be made as follows: Due upon receipt of invoice

NOTE: This price does not include permits and inspections fees. This price does not include primary wording in insurance or any cost for a waiver of subrogation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays beyond our control and shall not be binding prior to credit approval. Selway to carry all necessary insurance required by local ordinances, a certificate of insurance will be furnished upon request. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer of this statement, the customer may also pay all reasonable attorney fees and court costs. Call me with any questions at (408) 422-2162

SELWAY CONSTRUCTION, INC. ***CUSTOMER***

Submitted by: **Philip Selway**	Accepted by:
Title: **Project Mgr.**	Title:
Date: **8/30/2021**	Date:

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 – OCALA/DCP

Date: September 17, 2021

Summary:
Currently Ocala STEAM Academy and DCP share a conjoining campus. Following the agreed upon boundaries between ARUSD and DCP and erecting a fence along those boundary lines will result in two (2) independent campuses.

Our department reached out to several vendors and received quotes from two (2) Bosco and Selway Construction. Selway Construction submitted the lower Bid.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Selway Construction, Inc. in the amount of $55,923.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: **Division of BUSINESS SERVICES** **CONTRACT NO:** _____

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

INDIVIDUAL/COMPANY NAME: Selway Construction, Inc. **VENDOR NO: 300516**

ADDRESS: 977 Feller Avenue, San Jose, CA. 95127

TELEPHONE NUMBER: (408) 422-2162

TAX ID NUMBER: 84-2990639

E-Mail: www.selwayconstruction.com

BOARD APPROVAL DATE: October 14, 2021

CONTRACT TERM: From: October 15, 2021 – June 30, 2022

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports: Fencing to separate OCALA from DCP

A. One-line description for the Governing Board report: Fence with top rail and bottom tension wire. Replace entrance gates with wide panic bars, form concrete pathway.
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
060	9010	0	6170	00	0000	8500	000000	450	8152	55,923.00

Program Manager/Principal _____ **Date:** 9/21/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 9/21/21
Accountant

Director of Fiscal Services _____ **Date:** 9/21/21

Asst Supt, Bus Services _____ **Date:** 9/21/21

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:** **$55,923.00 FY: 2021-2022**

977 Feller Ave., San Jose, CA 95127
(408) 422-2162
www.selwayconstruction.com

CL#1056018
DIR#1000515440

Date: 8/30/2021

BILLING INFORMATION		JOB LOCATION	
Name: ARUSD		Name: Ocala/DCP Fencing and Concrete	
Address: 2930 Gay Ave.		Address: 2800 Ocala Ave.	
City, State, Zip: San Jose CA		City, State, Zip: San Jose CA	
Attn: Edgar Gudiel	Phone: 408-426-0210	Attn: Edgar Gudiel	Phone: 408-426-0210

SCOPE: 680' of 4' tall black polo chain link fence with top rail and bottom tension wire. Posts to be set 2' in concrete.
Replace entrance double gates with 20' of galvanized 4' tall gates.
Install (2) 4' wide pedestrian gates with panic bars and hardware.
Form and pour 4'x75' concrete pathway.
Form and pour 7'x55' concrete pathway.
Note: Concrete walkways will be above ground.

Total Price: $55,923.00

Exclusions: Permits, Plans, PLA, Automated gates, Landscape/Irrigation repairs and touch ups.

We propose to do the work specified above and on any addendums attached, furnishing all labor and material as specified for a sum of $ plus sales tax with payment to be made as follows: Due upon receipt of invoice

NOTE: This price does not include permits and inspections fees. This price does not include primary wording in insurance or any cost for a waiver of subrogation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays beyond our control and shall not be binding prior to credit approval. Selway to carry all necessary insurance required by local ordinances, a certificate of insurance will be furnished upon request. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer of this statement, the customer may also pay all reasonable attorney fees and court costs. Call me with any questions at (408) 422-2162

SELWAY CONSTRUCTION, INC. ***CUSTOMER***

Submitted by: **Philip Selway**	Accepted by:
Title: **Project Mgr.**	Title:
Date: **8/30/2021**	Date:

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 - Cesar Chavez/Presley Children's Center

Date: September 17, 2021

Summary:
The Social Emotional Learning Center is a new department that was implemented this school year to provide much needed counseling services for staff and the ARUSD community. This project will utilize unoccupied space to house the ESL department. The project will consist of three (3) independent offices, a reception area and a training center.

Our department reached out to several vendors and received quotes from two (2) Bosco construction, and Selway Construction, Inc. Selway Construction submitted the lower Bid.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Selway Construction, Inc. in the amount of $59,985.00 for fiscal year 2021-2022.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: **Division of BUSINESS SERVICES** **CONTRACT NO: _____**

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

INDIVIDUAL/COMPANY NAME: Selway Construction, Inc. VENDOR NO: 300516

ADDRESS: 977 Feller Avenue, San Jose, CA. 95127

TELEPHONE NUMBER: (408) 422-2162

TAX ID NUMBER: 84-2990639

E-Mail: www.selwayconstruction.com

BOARD APPROVAL DATE: October 14, 2021

CONTRACT TERM: From: October 15, 2021 – June 30, 2022

CONTRACTOR'S OBLIGATION: In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/ or reports: Cesar Chavez/Presley Children's Center.

A. One-line description for the Governing Board report: Remodel include demo cabinets, patch drywall frame and insulate new walls, paint walls, ceilings. Bonds are included, supervision and clean up are included.
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	5815	00	0000	8100	000070	450	5201	59,985.00

Program Manager/Principal _____ **Date:** 9/21/21

Superintendent _____ **Date:** _____

Fiscal Approval *Accountant* _____ **Date:** 9/21/2021

Director of Fiscal Services _____ **Date:** 9/21/21

Asst Supt, Bus Services _____ **Date:** 9/21/21

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: $59,985.00 FY: 2021-2022**

SELWAY CONSTRUCTION
977 Feller Ave., San Jose, CA 95127
(408) 422-2162
www.selwayconstruction.com

CL#1056018
DIR#1000515440

Date: 7/26/2021

BILLING INFORMATION		JOB LOCATION	
Name: Alum Rock Union School District		Name: Cesar Chavez ES Remodel	
Address: 2930 Gay Ave.		Address: 2000 Kammerer Ave	
City, State, Zip: San Jose, CA. 95127		City, State, Zip: San Jose, CA 95116	
Attn: Edgar Gudiel	Phone: (408) 426-0210	Attn: Edgar Gudiel	Phone: (408) 426-0210

SCOPE:
Demo cabinets at 3 areas and patch drywall scars from demo.
Demo partition curtain and patch scars from demo.
Demo 9 existing fluorescent light fixtures
Frame walls to make (3) 11'x10' offices and (1) 10' wall. Total lineal footage of new wall 73'.
Insulate new walls with R13 insulation.
Drywall, tape and texture walls with skip trowel texture.
Supply and install 3 solid core doors with frames and lever handles.
Install 4" rubber cove base on both sides of new walls.
Paint walls, ceilings, and beams.
Install 1 outlet per office with dedicated circuit (3 total).
Install 1 motion sensor/dimmer switch per office (3 total).
Install 1 surface mounted LED light fixture per office (3 total).
All conduits will be surface mounted.
Install 1 additional surface mounted LED light fixture per office (3 total additional light fixtures).
Install owner supplied sliding door. (no electrical).
Bonds are included.
Supervision and clean up are included.

Total Price: $59,985.00

Exclusions: Permits, Plans, Flooring, HVAC, Fire Sprinklers, All types of abatement.

We propose to do the work specified above and on any addendums attached, furnishing all labor and material as specified for a sum of $ plus sales tax with payment to be made as follows: Due upon receipt of invoice

NOTE: This price does not include permits and inspections fees. This price does not include primary wording in insurance or any cost for a waiver of subrogation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays beyond our control and shall not be binding prior to credit approval. Selway to carry all necessary insurance required by local ordinances, a certificate of insurance will be furnished upon request. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer of this statement, the customer may also pay all reasonable attorney fees and court costs. Call me with any questions at (408) 422-2162

SELWAY CONSTRUCTION, INC. *CUSTOMER*

Submitted by: **Philip Selway**	Accepted by:
Title: **Project Mgr.**	Title:
Date: **7/26/2021**	Date:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- Sugimura Finney Architects, 2021-2022

Date: September 16, 2021

Summary:
Sugimura Finney Architects will provide Architectural drawings, and submit plans to DSA for approval for the installation of Shade Structure Project at San Antonio Elementary School.

Recommendation:
Staff recommends the Board of Trustees approve Sugimura Finney Architects in the amount of $6,000.00 for the 2021-2022 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.-Maintenance (School/Dept.) VENDOR NO. 18752

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: Sugimura Finney Architects

   Address: 2155 S. Bascom Avenue, Suite 200 City: Campbell State: CA Zip: 95008

   Phone: (408) 879-0600 Email Address: _____

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 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:

   Architectural Services include assistance with the fabric shade structure project at San Antonio Elementary School

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

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

   X b. **Other:** $6,000.00 (NTE) (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7422	0	6210	0000	00	8500	000000	240	7389	$6,000.00	MW 9/23/2021

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

SUGIMURA FINNEY ARCHITECTS
SFA
Architecture • Planning • Interiors
Landscape Architecture

2155 So. Bascom Ave., Suite 200
Campbell, CA 95008-3279
408.879.0600

7726 N. First St., Suite 263
Fresno, CA 93720
559.909.0099

E-mail: mark@sugimura.com
Website: www.sugimura.com

August 11, 2021

Ed Villarreal Jr., Director, Maintenance Operations and Transportation
Alum Rock Union School District
2390 Gay Ave.
San Jose, CA 95127

Subject: Architectural Fee Proposal
Fabric Shade Structure at San Antonio
SFA Project #21077

Dear Mr. Villarreal:

We are pleased to provide a written proposal for Architectural services for your consideration. The following best describes services that we will provide once you have accepted this proposal:

SCOPE OF WORK

Provide architectural services for the design and preparation of drawings and specifications for installation of (1) 40' x 50' fabric shade structure to be installed at the existing paved play area at the San Antonio campus. The shade structure will be a PC based design, piggybacked by the District. We will seek Division of the State Architect approval for this new structure at this campus.

This proposal includes the design layout and site work related to seeking DSA approval for this project. Our fee includes Design Development, Construction Documents, and Construction Administration. We will seek DSA close-out at the completion of this project. Our scope will not require any engineering for this project.

BASIC COMPENSATION

We propose a fixed fee not to exceed $6,000.

ADDITIONAL SERVICES

Services beyond Basic Service described above will be invoiced based upon an hourly rate as accepted and approved by the District staff prior to work requested by the District staff. Hourly rates would only be used with the District's written approval.

REIMBURSABLE EXPENSES

Reimbursable expenses are invoiced at 1.10 times actual cost.

We are available to proceed immediately on this project, upon your approval of this proposal. Please do not hesitate to contact us for any issues that are not clearly identified. Please indicate your acceptance of this Proposal by signing

Principal
Mark C. Finney

Associate
Donald Barry

Project Managers
Jackie Barbé
Mike Bowers
Jocelyn Martinez
Linda Mao
John Tischler
Brendan Kelly
Norma Jackson

Project Close-out Specialist
Michael Kaluzhinsky

SUGIMURA FINNEY ARCHITECTS

Architecture • Planning • Interiors
Landscape Architecture

2155 So. Bascom Ave., Suite 200
Campbell, CA 95008-3279
408.879.0600

7726 N. First St., Suite 263
Fresno, CA 93720
559.909.0099

E-mail: mark@sugimura.com
Website: www.sugimura.com

below, which will become our working agreement, and fax or email a copy back to us as soon as possible so that we can get started.

Again, thank you for allowing us to provide a proposal for this project. We look forward to working with you again.

Sincerely yours,
Sugimura Finney Architects, Inc.

Mark C. Finney, Principal
Architect
C-24673

Accepted:

Alum Rock School District

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval - USA Shade & Fabric Structures, 2021-2022

Date: September 16, 2021

Summary:
USA Shade Structure will provide a full service plan for the installation of a shade structures at San Antonio Elementary School. This shade structure will allow students and staff to sit in a shaded area on warm and sunny days.

Recommendation:
Staff recommends the Board of Trustees approve the contract with USA Shade & Fabric Structures for the amount of $77,673.45 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: USA Shade & Fabric Structures VENDOR NO:

ADDRESS: 2580 Esters Boulevard, Suite 100, DFW Airport, TX 75261 FAX NUMBER:

TELEPHONE NUMBER: 1-800-966-5005

TAX ID NUMBER:

E-Mail: Virginia.Marquez@usa-shade.com

BOARD APPROVAL DATE: October 14, 2021

CONTRACT TERM: From: **October 15 – 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 a full service plan for the installation of a Shade Structure at San Antonio 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
060	7422	0	6170	0000	00	8500	000000	240	7389	$77,673.45

Program Manager/Principal _____ **Date:** 9/22/21

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 9/23/2021
Accountant

Director of Fiscal Services _____ **Date:** 9/23/21

Asst Supt, Bus Services _____ **Date:** 9/23/21

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $77,673.45 (NTE) **FY:** 2021 – 2022

USASHADE
& Fabric Structures®

San Antonio Elementary School

8/9/2021

Proposal Prepared For:

Alum Rock Union Elementary School District

2930 Gay Avenue
San Jose, CA 95127

AZ: 289388 CA: 989458 LA: 61718 NV:78724
NM: 383826 TN: 68712 DIR: 1000003533

USASHADE
& Fabric Structures

Date: 8/9/2021

Proposal for USA SHADE & Fabric Structures

Project Information:				Sales Information:	
Purchaser:	Alum Rock Union Elementary School District	Contact:	Ed Villarreal Jr	Sales Rep:	Michael Crossley
Project Name:	San Antonio Elementary School	Phone:	408.928.6872	Phone:	510-203-2245
Quote No:	MAC210806-11	Email:	ed.villarreal@arusd.org	Email:	michael.crossley@usa-shade.com
PO No:		Fax:		Fax:	

Billing Information:		Shipping Information:		Jobsite Information:	
Alum Rock Union Elementary School District		NORTHERN CALIFORNIA		San Antonio Elementary School	
2930 Gay Avenue		927 Enterprise Way, Suite A		1721 E San Antonio St,	
San Jose		Napa		San Jose	
CA		CA		CA	
95127		94558		95116	
Contact:	Maria J. Martinez	Contact:	Marcos Samayoa	Contact:	Ed Villarreal Jr
Phone	(408) 928-6837	Phone	714-920-5309	Phone	408.928.6872
Email:	maria.j.martinez@arusd.org	Email:	Marcos.Samayoa@USA-Shade.com	Email:	ed.villarreal@arusd.org
Fax:	(408) 928-6440	Fax:		Fax:	

CORPORATE ADDRESS:
2580 Esters Blvd., Suite 100
DFW Airport, TX 75261

MAILING ADDRESS:
P.O. Box 3467
Coppel, TX 75019

REMITTANCE ADDRESS:
P.O. Box 734158
Dallas, TX 75373-4158

SOUTHERN CALIFORNIA:
1085 N. Main Street, Suite C
Orange, CA 92867

NORTHERN CALIFORNIA:
927 Enterprise Way, Suite A
Napa, CA 94558

ARIZONA:
2452 W. Birchwood Ave, Suite 112
Mesa, AZ 85202

LAS VEGAS:
6225 S. Valley View Blvd., Suite I
Las Vegas, NV 89118

NOTE: This message is intended only for the use of the individual to whom it is addressed, and contains information that is privileged, confidential, and exempt from disclosure under applicable law. If you are not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any unauthorized disclosure, distribution, or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by phone and return the original message to the applicable address above.

USASHADE
& Fabric Structures.

Structure Pricing

DSA401J303012-16 Joined Hip 30'x60' Max 12'e Max				
UNIT IMAGE	UNIT DETAILS			
	Unit Quantity:	1	Foundations By	USA Shade
	Unit Type:	Hip Quad	Grout Installation	Not Applicable
	Structure Size:	40'x50'' Max	Footing Type:	Drilled Pier
	USA Shade Model Number	DSA401Q202512-19	Base Attachment:	PIH - Embed
	Entry Height:	12'	Anchor Bolts:	N/A
	No of Columns:	9	Concrete Cutting:	Included
	No of Fabric Tops:	4	Dirt Removal:	Included
	Fabric Type:	Colourshade_FR	Surface Type:	Grass/Concrete
	Fabric Color:	TBD	NOTES	
	Steel Finish:	Coastal Primer w/ Powder Coating	Pricing based on four DSA401Q202512-16 units from Fullerton contract. 22.5% Quad unit discount.	
	Steel Color:	TBD		
PRICE	Electrical Provisions:	N/A		
See below	Cable/HDW Finish:	Galvanized		
	Concept No:			



USASHADE
& Fabric Structures.

ACCESS/MISC.			
QTY	ITEM	DETAILS	COST
	Intentionally left blank		
TOTAL FOR ACCESS/MISC ITEMS:			$0.00

PRICINGTOTALS:	
Unit Total	Included
Accessories/Miscellaneous	Included
Shipping/Handling	Included
SUBTOTAL	
Sales Tax (%)	Included
Engineering	Included
Installation	Included
TOTAL PRICE	$77,673.45

PAYMENT TERMS:	
(1) Upon execution of the Agreement (Deposit)	
(2) Upon delivery of Unit(s)	
(3) Upon completion of assembly/installation	100%
(4) Other (specify):	
NOTES:	

USA SHADE reserves the right to implement a surcharge for significant increases in raw materials, including the following, but not limited to: fuel, steel , fabric, and concrete. Proposal pricing is only valid for 30 days due to the fluctuation in pricing. Due to recent significant increases experienced in raw steel and fabric materials, it may be necessary to order, invoice, and receive payments for steel and fabric as soon as final sizing can be determined.

ENGINEERING REQUIREMENTS		NOTES
Building Code	DSA	
Wind Load	115 mph	
Snow Load	5 psf	
Drawing Size	Electronic	
No. of Sealed Drawings		
Calculations Required	On File	

INCLUSIONS / EXCLUSIONS					
INCLUDED	EXCLUDED	ENGINEERING REQUIREMENTS	INCLUDED	EXCLUDED	INSTALLATION - MISCELLANEOUS
☑	☐	Sealed Drawings & Calculations	☑	☐	Prevailing Wage / Certified Payroll
☐	☑	Permit Submittal	☐	☑	Union Wages
☐	☑	Permit Fee	☑	☐	Fencing
☐	☑	DSA Submittal & Fees	☐	☑	Curb Repair
☑	☐	Design and Engineering of Structure	☐	☑	Landscape Repair
☑	☐	Design and Engineering of Foundation	☐	☑	Demolition (Existing Structures)
☐	☑	Reactions and Loads for attachment to Walls, Rooftops, or Other	☐	☑	Payment and Performance Bonds
☐	☑	Foundation Location and Elevation Survey	☐	☑	Special Inspection Fees

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Construction Assumptions

1) The designated area for our structures will be accessible by drive-up for unloading of our trucks and equipment, including personnel man-lifts, forklifts, etc. Should a crane be required and direct access not available, additional costs for such will be submitted by a Change Order.

2) Our pricing is based on the ability to perform all of our work with clear, sequential, and continuous access without interruption during normal daytime working hours. We have assumed one mobilization for the installation of foundations, steel and fabric; if additional mobilizations are required, there will be an additional charge. We will require exclusive access to the area for our work during the construction process.

3) Our pricing does not include daily site delays accessing the work areas. USA SHADE will submit a Change Order for any delays caused by other trades which interfere or cause us to stop working.

4) Pricing assumes secure storage and adequate lay down area for our tools, equipment, and materials, within close proximity to the installation site will be provided, free of charge.

5) Our price assumes others to provide 110-volt electrical service and necessary potable water available within 100 feet of our work.

6) We will require site sanitary facilities and refuse containers by others within 200 feet of our work.

7) USA SHADE will leave its work and materials in a clean condition at the conclusion of our work.

8) Barricades and public security requirements are not included.

9) Unless specifically included in this proposal, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; or (d) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

10) Pricing for foundation design is based on drilled pier footings. In the event the geotechnical report requires an alternate configuration, any additional costs incurred will be submitted to the client by a Change Order.

11) Digging of our foundations will not be constrained by any existing concrete or utilities. USA SHADE will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.

12) Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair, resulting in delay, will result in additional charges unless they are detailed on as-built site drawings provided to USA SHADE or marked on the ground and communicated to USA SHADE in writing prior to installation.

GENERAL TERMS & CONDITIONS AND WARRANTY

1) **Proposal:** The above proposal is valid for **30** days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel, or other cost increases. When applicable, USA SHADE & Fabric Structures reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, steel, and concrete. Due to the duration of time between proposals, contracts, and final installation, USA SHADE & Fabric Structures reserves the right to implement this surcharge, when applicable.

2) **Purchase:** By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by USA SHADE & Fabric Structures (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase Shade Structures brand shade structures ("Structures") and the services to be provided by the Company, as detailed in the "Structure Pricing" and "General Scope of Work" sections of this agreement, above, or in the relevant purchase order accepted by the Company, for use by Purchaser or for installation by Company or Purchaser on behalf of a third-party who will be the ultimate owner of the Structures (the ultimate owner of a Structure, whether Purchaser or a third-party, being the "Owner").

3) **Short Ship Claims:** Purchaser has 15 days from receipt of the structures to file a short ship report in writing to its sales representative. Company will not honor claims made after this time.

4) **Standard Exclusions:** Unless specifically included under the "General Scope of Work" section above, this agreement does not include, and Company will not provide, services, labor, or materials for any of the following work: (a) removal and disposal of any materials containing asbestos or any hazardous materials as defined by the EPA; (b) moving Owner's property around the installation site; (c) repair or replacement of any Purchaser or Owner-supplied materials; (d) repair of concealed underground utilities not located on prints supplied to Company by Owner during the bidding process, or physically staked out by Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that may occur when construction equipment and vehicles are being used in the normal course of construction.

5) **Bonding Guidelines:** If Purchaser will use or provide the Structures and Services for an Owner other than Purchaser (including, without limitation, as a subcontractor of Purchaser), Purchaser will include the following statement in Purchaser's contract with Owner:

> "The manufacturer's warranty for the Shade Structures brand shade structures is a separate document between USA SHADE & Fabric Structures and the ultimate owner of the Shade Structures brand shade structures, which will be provided to the ultimate owner at the time of completion of the installation and other services to be provided by USA SHADE & Fabric Structures. Due to surety requirements, any performance and/or payment bond will cover only the first year of the USA SHADE & Fabric Structures warranty."

6) **Insurance Requirements:** Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

7) **Payment:** Terms of payment are defined in the "Pricing Details" section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the Structure is suitable for its intended use, the issue of occupancy consent, or a final building department approval is issued, whichever occurs first. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 10% retainage) is due within 30 days of the date when Completion was scheduled, had the delay not occurred. All payments must be made to Shade Structures, Inc., P.O. Box 734158, Dallas, TX 75373-4158. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws including, but not limited to, filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

8) **Lien Releases:** Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner. Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

9) **Site Plan Approval, Permit/s, Permit Fees, Plans, Engineering Drawings, and Surveying:** Site plan approval, permits, permit fees, plans, engineering drawings, and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in an additional cost to Purchaser.

10) **Manufacturing & Delivery:** Manufacturing lead-time from Company's receipt of the "Notice To Proceed" is approximately 6 to 8 weeks for standard structures, and 8 to 12 weeks for custom structures. Delivery is approximately 1 week thereafter. Delivery of structures may be prior to or at start of assembly. Please note that these timelines do not include approval or permitting timeframes.

11) **Returned Product, Deposits, and/or Cancelled Order:** Within the first 45 days after shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this 45 day period. All deposits are non-refundable. All expenses incurred (engineering, site surveys, shipping, handling, etc.) are the responsibility of the Purchaser, up to notice of cancellation.

12) **Concealed Conditions:** "Concealed conditions" include, without limitation, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. This agreement is based solely on observations the Company was able to make either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was bid. If additional Concealed Conditions are discovered once work has commenced, which were not visible at the time this proposal was bid, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a Change Order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks larger than 4 inches in diameter, or any other condition that will require additional labor, equipment and/or materials not specified by the Purchaser or Owner in the bidding process. Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a Change Order before Company will complete the process. Price quotes are based on a drilled pier footing. Any variation will incur additional charges (i.e. spread footings, concrete mat, sand, water, landfill, etc.). Costs for footing and installation do not include any allowance for extending below frost lines (the additional costs for which vary by geographical region).

13) **Changes in the Work:** During the course of this project, Purchaser may order changes in the work (both additions and deletions). Additionally, an approving agency may require changes in the work from the original design or engineering quoted and provided by the Company (both additions and deletions.) The cost of these changes will be determined by the Company, and a Change Order form must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any Change Order be essential to the completion of the project, and the Purchaser refuses to authorize such Change Order, then Company will be deemed to have performed its part of the project, and the project and services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less a labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

14) **Indemnification:** To the fullest extent permitted by law, Purchaser shall indemnify, defend, and hold harmless the Company and its consultants, agents, and employees or any of them from and against claims, damages, losses and expenses, including, but not limited to, attorneys' fees related to the installation of the Structure or performance of the services, provided that such claim, damage, loss, or expense is attributable to bodily injury to, sickness, disease, or death of a person, or to injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 15.

15) **Statement of Limited Warranty:**

- The structural integrity of all supplied steel is warranted for ten years.
- If assembly is provided by the Company, workmanship of the structure is covered for one year, including labor for the removal of any failed part, disassembly (if necessary), cost of shipping, and reassembly.
- All steel surface finishes are warranted for one year.
- Shadesure™, Colourshade® FR, eXtreme 32™, Commercial 95™, SaFRshade™, and Monotec 370™ fabrics all carry a ten year limited manufacturer's warranty against failure from significant fading, deterioration, breakdown, outdoor heat, cold, or discoloration. Should the fabric need to be replaced under the warranty, the Company will manufacture and ship a new replacement fabric at no charge for the first six years, thereafter pro-rated at 20% per year over the remaining four years. The following are exceptions to the preceding warranty terms:
    - Shadesure™ fabrics in Red, Yellow, Atomic Orange, Electric Purple, Zesty Lime, Cinnamon, Olive, and Mulberry carry a five year pro-rated
    - Fabric tops attached to Coolbrella™ structures carry a three year warranty;
    - Individual fabric tops measuring greater than 40' in length are covered by a non-prorated five year warranty;
    - Precontraint 502™ waterproof membrane is subject to an eight year pro-rated warranty.
- Sewing thread is warranted for ten years.

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General Limited Warranty Terms and Conditions

- These limited warranties are effective from the date of sale, or, if assembly is provided by the Company, upon receipt by Company from Purchaser of a completed and signed "Customer Checklist and Sign-off" form.
- In its sole discretion, the Company will repair and or/replace defective structures, products or workmanship, or refund that portion of the price related to the defective product, labor, or service rendered.
- The Company reserves the right, in cases where certain fabric colors have been discontinued, to offer the Purchaser or Owner a choice of available alternative colors to replace the warranted fabric. The Company does not guarantee 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 fabric color.

- Should the Purchaser or Owner sell the structures to another party, the warranty cannot be transferred to the new owner without a complete and thorough on-site inspection performed by a Company representative. Please contact the Company at warranty@usa-shade.com for more details.

- All warranty claims covering Company supplied structures, products, and services must be submitted by Purchaser or Owner in writing to the Company within thirty days from the date of discovery of the alleged defect and must include a detailed description and applicable photographs of the alleged defect or problem. Warranty claims should be submitted by email to warranty@usa-shade.com.

- Purchaser or Owner agrees that venue for any court action to enforce these limited warranties shall be in the City or County of Dallas in the State of Texas, USA.
- These limited warranties are void if:
  - the supplied structures, products, services and/or labor are not paid for in full;
  - the structures are not assembled in strict compliance with USA SHADE specifications;
  - any changes, modifications, additions, or attachments are made to the structures in any way, without prior written approval from the Company. Specifically, no signs, objects, fans, light fixtures, etc. may be hung from the structures, unless specifically engineered by the Company.

- These limited warranties do not cover defects and/or damages caused by:
  - normal wear and tear;
  - misuse, willful or intentional damage, vandalism, contact with chemicals, cuts and Acts of God (i.e. tornado, hurricane, micro/macros burst, earthquake, wildfires, etc.);
  - ice, snow or wind loads in excess of the designed load parameters engineered for the supplied structures;
  - use, maintenance, neglect, repair, and/or service inconsistent with the Company's written care and maintenance instructions, provided with the order.
- The limited warranties explicitly exclude:
  - workmanship related to assembly not provided by the Company or its agents;
  - fabric curtains, valances, and flat vertical panels;
  - fabric tops installed on structures that were not engineered and originally supplied by the Company.
- THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, LIQUIDATED, EXEMPLARY, OR PUNITIVE DAMAGES, OR ANY LOSS OF REVENUE, PROFIT, USE OR GOODWILL, WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, ARISING OUT OF A BREACH OF THIS WARRANTY OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, OPERATION OR REPAIR OF ANY PRODUCT OR SERVICE. IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY AMOUNT GREATER THAN THE PURCHASE PRICE FOR ANY PRODUCT OR SERVICE PROVIDED BY THE COMPANY.
- THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE COMPANY'S PRODUCTS AND SERVICES, 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. PURCHASER, BY ACCEPTANCE AND USE OF THIS LIMITED WARRANTY, WAIVES ANY RIGHTS IT WOULD OTHERWISE HAVE TO CLAIM OR ASSERT THAT THIS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

Colourshade ® and eXtreme 32™ are registered trademarks of Multiknit Pty. Ltd.

Commercial 95™ and SaFRshade™ are registered trademarks of Gale Pacific USA Inc.

Monotec 370™ is a registered trademark of PRO-KNIT Industries Pty. Ltd.

Precontraint 502™ is a registered trademark of Serge Ferrari North America, Inc.

16) **Assembly/Installation:**

- Company will notify Purchaser of the scheduled assembly date. Owner agrees to have an owner representative meet the assembly crew at the job site on the scheduled assembly date to verify the exact location where the structure(s) is to be placed.
- Labor for the removal, assembly, and/or freight charges will only be covered by Company in instances where the structures supplied and installed by Company are determined by the Company to be defective. In all cases where structures are not installed by Company, all labor for the removal, assembly, and/or freight of the structures will be the Purchaser's responsibility.
- Installation prices are based on a single mobilization charge. If additional mobilizations are required, there will be additional charges.

- If the requested services require Company access to Owner's premises, Company will be provided access to the Owner's premises free and clear of debris, automobiles, or other interference Monday ~ Friday during the hours of 8:00am to 6:00pm, and Company will have access to water and electrical facilities during installation. Additional charges will apply if utilities are not easily accessible. Where applicable, all vehicles will be moved prior to Company's crew beginning any installation.
- Company will not be responsible for moving or repairing any underground utility lines such as electrical, telephone, gas, water, or sprinkler lines that may be encountered during installation.
- Any additional costs incurred as a result of hard rock conditions requiring extra equipment, utility removal or repair resulting in delay will result in additional charges unless they are detailed on as-built site drawings provided to Company or marked on the ground and communicated to Company in writing prior to fabrication and installation.

17) **Installation/Assembly on-site:** Where installation/assembly is part of the services, Purchaser must provide the Company with a detailed drawing prepared by or for the Owner showing exactly where the structures are to be assembled as well as detailing any obstacles or other impediments that may cause the assembly process to be more difficult. Any fixture(s), e.g., playground, pools, etc., that the structures are to be assembled over must also be detailed, along with their peak heights (if applicable).

18) **Site/Use Review by Purchaser:** Company relies on the Purchaser to determine that the structures ordered are appropriate and safe for the Owner's installation site and/or intended use. Company is not responsible for damages or injuries resulting from collisions by moving objects or persons with the structure post(s). Company can recommend, or supply at additional cost, padding for posts from a third party manufacturer.

19) **Preparatory Work:** Where installation/assembly is part of the services and in the event that the foundation or job site is not suitable or ready for assembly to begin on the scheduled day, a Delay of Order notification must be sent to Company at least 4 working days prior, in order to allow Company to reschedule the project. In the event that Company is not notified and incurs an expense in attempting to execute the assembly, a re-mobilization charge may be charged to Purchaser before Company will reschedule the assembly.

20) **Delegation: Subcontractors:** The services and the manufacturing and assembly of the structures may be performed by subcontractors under appropriate agreements with the Company.

21) **Force Majeure: Impracticability:** The Company shall not be charged with any loss or damage for failure or delay in delivering or assembling of the structures when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations or orders, or due to any Acts of God, strikes, lockouts, slowdowns, wars, or shortages in transportation, materials or labor.

22) **Dispute Resolution:** Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in Dallas, TX by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgment upon the award may be entered in any court having jurisdiction thereof.

23) **Entire Agreement; No Reliance:** This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the structures, warranties, or services provided hereunder.

24) **No Third-Party Beneficiaries:** This agreement creates no third-party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

25) **Governing Law:** The agreement will be construed and enforced in accordance with the laws of the State of Texas.

26) **Assignment:** Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of Company. The agreement shall be binding upon and insure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

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Executed to be effective as of the date executed by the Company:

NOTE: FOR ANY PURCHASE EQUAL TO OR EXCEEDING $100,000.00 USD, NO WORK, OTHER THAN PRE-WORK, SHALL BE UNDERTAKEN WITHOUT A MUTUALLY ACCEPTABLE AND SIGNED CONSTRUCTION CONTRACT.

PURCHASER:	**SELLER:**
Alum Rock Union Elementary School District	**USA SHADE & Fabric Structures**
Signature:	Signature:
By: (Print)	By: (Print)
Title:	Title:
Date:	Date:

NOTE: All purchase orders and contracts should be drafted in the name of Shade Structures, Inc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (School/Dept.) VENDOR NO. 21326

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Schmahl Science Workshops

   Address: 1650 Senter Road City: San Jose State: Ca Zip: 95112

   Phone: (408) 281-7595 ext.10 Email Address: schedule@schmahlschience.org

   SSN: _____ or Fed I.D. #: 06-1780217

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 15, 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:

   Schmahl Science Workshops will provide approximately 100 hands on Science Workshops across 5 ARUSD schools. Adelante, Meyer and 3 others TBD. 100% Grant supported at no cost to the District/ School for in-kind service during the 2021-2022 School Year. Support will be online or in person.

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

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

   X b. **Other:** $0 (describe rate agreement) Schools Participating: Adelante, Meyer and 3 others TBD MASTER CONTRACT

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	0000000	360	7221	$0	

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



Schmahl Science Workshop Program

2021-22

Schmahl Science Workshops EXPLODES the myth that science is dull. Our instructors are talented scientists and engineers who engage students' curiosity, imagination and creativity using a fun, hands-on approach. Students learn to apply the scientific process as well as core scientific principles, all while making exciting new discoveries.

MOU (Scope of Work)

Schmahl Science Workshops will deliver approximately 100 science enrichment workshops to students across five schools in the Alum Rock Union School District valued at $25,000. Schmahl Science is seeking grant funding to deliver at no charge to ARUSD during the 2021-22 school year.

About Schmahl Science Workshops

Schmahl Science Workshops is a non-profit partnership of students, parents, teachers, scientists and engineers who come together to foster the innate curiosity and love of science that exists among children. Founded in 1996 by a group of four children and their parents, Schmahl Science Workshops provides pre-K through 12th grade children with an unmatched breadth of hands-on science workshops spanning biology, chemistry, earth science, forensics, math and physics. Our mission is to prepare children of all backgrounds for a future in which science and technology will drive every industry and vocation. We believe that children are motivated to learn when their ideas are cultivated through the joy of designing and carrying out an experiment. Through these authentic research experiences, our workshops enable students to explore and invent what inspires them, and to develop the skills needed to achieve success in all areas of their lives. 2019 © Schmahl Science Workshops

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. 226083 Contract No. 226083 Contract Original Amount: $29,000.00

Vendor Name: Swing Education Vendor No. 300263

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
✔ Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$29,000.00
Change Order #: 1	$35,000.00
Change Order #: _____	$_____
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$64,000

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	PRG. TITLE	BUS. OFC
010	0000	0	5815	00	1110	1000	000000	600	1000	35,000		CR 10/5/21
	0000	0		00			000000					

Reason for Adjustment:
Original contract board approved on 9/9/2021. $29,000.00 is the deposit only. Weekly invoices are to be paid above and beyond the deposit. Services used in May and June 2022 will be drawn from the deposit monies; leftover deposit monies will be refunded to the district in July 2022.

School/Dept.: Human Resources Requested by: Tereasa Smith

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

_____ Program Manager

_____ Purchasing Manager

Date Requested: 10/4/2021 Date Entered: _____ Entered By: _____

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

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

SWING education

Exhibit A: Payment Options

Swing Education charges a Daily Rate or Rates as agreed to with School, according to one of the below options. Swing Education will invoice school on a periodic basis, no less than once a month.

☐ **Option A - Payment Plan.** Under Option A, upon execution of this contract, Swing Education will Invoice the School a Top-Up Amount of $43,000, or in the alternative, the Top-Up Amount defined in the Pilot Program (if offered), which the School will pay within 30 days. The Top-Up Amount will be held by Swing Education as an Account Balance and drawn down as Requests are rendered. Once the School's Account Balance drops below the Minimum Balance of $28,668, Swing Education will invoice the Top-Up Amount again. If the Top-Up Amount is not paid within 90 days, Swing Education reserves the right to immediately discontinue all services, or, in the alternative, to automatically switch the School to Option B, both with notice. Swing Education reserves the right to increase the Minimum Balance as it deems necessary in light of running school usage. Under Option A, for a Short-Term Request Swing Education will charge a $240 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a $210 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a $280 Daily Rate for a Request that requires a Teaching Credential and $240 Daily Rate for a Request that does not. Swing Education will maintain ongoing records of the above transactions, which will be reported to the school at least quarterly. Swing Education reserves the right to change the Top-Up Amount based on running School usage, i.e., to approximately the dollar amount represented by the previous three months of active School usage (i.e., not including extended holidays). If the amount invoiced for an invoice period exceeds the Top-Up Amount or brings the Account Balance below zero, Swing Education can invoice School for the excess amount and/or the amount below zero, in addition to the Top-Up Amount.

☑ **Option A – Deposit Model.** Under Option A, upon execution of this contract, Swing Education will Invoice the School a Deposit Amount of $29,000 which the School will pay within 30 days. If the Deposit Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to Option B, with notice. This Deposit Amount will be held by Swing Education against Requests that are made by School in the last two calendar months of the School year (the "Deposit Period"), typically May and June (unless otherwise agreed upon by Swing Education and School). During the Deposit Period, Swing Education will draw down against the Deposit Amount for Requests (Swing Education will continue to invoice the School as usual, as a way of maintain ongoing records).

Any funds remaining of the Deposit Amount will be reimbursed to School as soon as is practical after the Deposit Period, and in no case later than July 31. No interest will accrue or be paid on any of the Deposit Amount, including the remaining funds reimbursed to School. If the Deposit Amount is insufficient to cover the Requests during the Deposit Period, Swing Education will invoice School and School will pay such invoices as provided for above.

Swing Education reserves the right to increase the Deposit Amount to more accurately approximate School usage over two months based upon actual usage. In such case, Swing Education will invoice the School for the Additional Amount needed to meet the new Deposit Amount. If the Additional Amount is not paid within 30 days, Swing Education reserves the right to suspenld or terminate School's use of the Services, or switch the School to Option B, with notice.

Under Option A, for a Short-Term Request Swing Education will charge a $240 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a $210 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a $280 Daily Rate for a Request that requires a Teaching Credential and $240 Daiy Rate for a Request that does not.

☐ **Option B - Pay As You Go.** Under Option B, upon execution of this contract, Swing Education will invoice the School for Amounts Due on a regular basis. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option B, for a Short-Term Request Swing Education will charge a $244 Daily Rate for a Request that requires a Teaching Credential (as described in Section 1) and a $223 Daily Rate for a Request that does not require a Teaching Credential. For a Long-Term Request, Swing Education will charge a $298 Daily Rate for a Request that requires a Teaching Credential and $255 Daily Rate for a Request that does not.

Late Payments. Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. If any invoice is not paid within 90 days, Swing Education also reserves the right to immediately suspend or terminate School from the Platform, with notice (or, in the alternative, switch the School from Option A to Option B, if possible).

Appendix A: Standard Service Terms - Version January 15, 2021

The below terms, in addition to any terms in a signed Agreement between a School and Swing Education, Inc. ("Swing Education"), apply. In the event of conflict, the terms of that signed Agreement will control.

1. **Termination, Late Payments, Recruitment.**

   (a) **Termination for Cause.** Either party may seek Termination for Cause of this Agreement due to breach of obligations under this Agreement. Upon timely written notice of such breach, the breaching party has 30 days to cure such breach to the 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) **General 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.

   (d) **Late Payments.** Late payments shall accrue interest at a rate equal to the lesser of one and one half percent (1.5%) per month from the due date until paid, plus Swing Education's reasonable cost of collection.

   (e) **Recruitment.** If you want to hire or contract directly with a SwingSub, you agree to pay Swing Education a $2,500 finder's fee to cover costs associated with finding, screening and onboarding the SwingSub, and anticipated loss of revenue.

2. **FERPA Compliance.** The Family Educational Rights and Privacy Act ("FERPA") requires that U.S. Schools that receive certain federal funds obtain prior written consent from a parent or guardian of a minor student ("Parent") before disclosing any educational records regarding such student ("Educational Records") to third parties. While Swing Education does not anticipate any disclosure of records, if you are a School and FERPA applies to you, you hereby agree to the following:

   (a) You shall designate your selected SwingSub as an "other school official"under FERPA, who has a "legitimate educational interest" in using and accessing such Educational Records, and you hereby represent and warrant that (a) you have obtained all consents necessary in connection with disclosing any Educational Records directly or indirectly to Swing Education, Users, or otherwise in connection with the Services, and (b) Your disclosures described in (a) are not and will not be a violation of FERPA; and you shall not disclose to Swing Education any information protected by FERPA, and that you shall indemnify and hold harmless Swing Education for any disclosures, inadvertent or otherwise, from you, your authorized users, administrators, teachers, staff, students, or other persons who have access to such information.

3. **Dispute Resolution.** *This section contains procedures for MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.*

(a) **Applicability of Arbitration Agreement.** All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with this Agreement or the use of any product or service provided by Swing Education, that cannot be resolved informally or in small claims court shall be resolved by binding arbitration on an individual basis under the terms of this Arbitration Agreement. Unless otherwise agreed, all arbitration proceedings shall be held in English. This Arbitration Agreement applies to you and Swing Education, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or goods provided under this Agreement.

(b) **Notice Requirement and Informal Dispute Resolution.** Before either party may seek arbitration, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. A Notice to Swing Education must be sent to: Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, Suite 200, San Mateo, CA 94402 and mike@swingeducation.com. After the Notice is received, you and Swing Education may attempt to resolve the claim or dispute informally. If you and Swing Education do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

(c) **Arbitration Rules.** Arbitration shall be initiated through the American Arbitration Association ("AAA"), an established alternative dispute resolution provider ("ADR Provider") that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider ("Arbitration Rules") shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with this Agreement. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US $10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US $10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within 100 miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S., the arbitrator shall give the parties reasonable notice of the date, time and place of any oral hearing. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney's fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

(d) **Additional Rules for Non-Appearance Based Arbitration.** If non-appearance based arbitration is elected, the arbitration shall be conducted by telephone, online and/or based solely on written submissions and the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

(e) **Time Limits.** If you or Swing Education pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the Arbitration Rules for the pertinent claim.

(f) **Authority of Arbitrator.** If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of you and Swing Education, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and this Agreement. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and Swing Education.

(g) **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under this Arbitration Agreement. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any litigation should arise between you and Swing Education in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND SWING EDUCATION WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

(h) **Confidentiality.** All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Agreement, to enforce an arbitration award, or to seek injunctive or equitable relief.

(i) **Severability.** If any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Agreement shall continue in full force and effect.

(j) **Right to Waive.** Any or all of the rights and limitations set forth in this Arbitration Agreement may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Arbitration Agreement.

(k) **Survival.** This Arbitration Agreement will survive the termination of your relationship with Swing Education.

(l) **Small Claims Court.** Notwithstanding the foregoing, either you or Swing Education may bring an individual action in small claims court.

(m) **Emergency Equitable Relief.** Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall

not be deemed a waiver of any other rights or obligations under this Arbitration Agreement.

(n) **Claims Not Subject to Arbitration.** Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of the other party's patent, copyright, trademark or trade secrets shall not be subject to this Arbitration Agreement.

(o) **Courts.** In any circumstances where the foregoing Arbitration Agreement permits the parties to litigate in court, the parties hereby agree to submit to the personal jurisdiction of the courts located within San Mateo County, California, for such purpose.

4. General Provisions.

(a) **Attorneys' Fees.** The prevailing party in any suit, action or proceeding, including arbitration, arising out of or relating to this Agreement shall be entitled to receive in addition to all other damages, the costs incurred by such party, including reasonable attorneys' fees and expenses and court costs.

(b) **Notices.** All notices, and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the designated email for Notice of a party. A Notice is effective only upon receipt by the receiving party, as designated below and as on the signature page, should they differ.

i. Michael Teng, CEO, Swing Education, Inc., 700 S. Claremont Street, Suite 200, San Mateo, CA 94402, mike@swingeducation.com
ii. School: As on signature page of signed Agreement.

(c) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) **Waiver.** No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. No waiver by any party shall be construed as a waiver of any failure, breach or default not expressly identified by such written waiver. No failure to exercise, or delay in exercising, or any single or partial exercise of any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof.

(e) **Assignment.** Neither party may assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other party. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation shall relieve the assigning or delegating party of any of its obligations hereunder.

(f) **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(g) **Governing Law.** This Agreement and all matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction).

(h) **Non-Discrimination.** Swing Education represents that it will exercise equal opportunity in the registration and assignment of all SwingSubs and acknowledges that it shall not subject any person to unlawful discrimination based on race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement. Swing Education agrees not to discriminate on any of these bases in its practices and policies.

(i) **Confidentiality.** Both parties may receive information that is proprietary and/or confidential to the other party, or to its affiliated companies and their clients. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this agreement or as required by law. No knowledge, possession or use of School's confidential information will be imputed to Swing Education as a result of a SwingSub's access to such information.

(j) **Employer For Wages.** Swing Education shall be the employer (similar to a professional employer organization) of SwingSubs for purposes of wages/payroll taxes and workers' compensation. Swing Education may also, in its discretion, provide health or other benefits to SwingSubs, even if not required by law.

HELLOSIGN

Audit Trail

TITLE	Alum Rock SD 2021/2022 SY
FILE NAME	Alum Rock Union S... 2021_2022 SY.pdf
DOCUMENT ID	c03e172efa9d0ebe738326a5a8b34fd5fca59626
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Completed

Document History

SENT	**08 / 12 / 2021** 22:41:36 UTC	Sent for signature to Mike Teng (mike@swingeducation.com) from patty@swingeducation.com IP: 47.37.188.165
VIEWED	**08 / 12 / 2021** 23:14:53 UTC	Viewed by Mike Teng (mike@swingeducation.com) IP: 99.144.119.62
SIGNED	**08 / 12 / 2021** 23:15:47 UTC	Signed by Mike Teng (mike@swingeducation.com) IP: 99.144.119.62
COMPLETED	**08 / 12 / 2021** 23:15:47 UTC	The document has been completed.

SWING education

BUSINESS OFFICE
RECEIVED
2021 SEP 27 A 8:31

HR

INVOICE

Swing Education, Inc
Dept LA 24916
Pasadena, CA 91185-4916
support@swingeducation.com
Swing Education, Inc: 47-4349654

SEP 28 2021 PM04:20

BILL TO:

Alum Rock Union Elementary School
Accounts Payable
accounts.payable@arusd.org

INVOICE #	INV00368492
DATE	09/18/2021
DUE DATE	10/18/2021
PAYMENT TERMS	Net 30
BALANCE DUE	$29,000.00

INVOICE TOTALS:

#226083

Invoice Total:	$29,000.00
Credits & Adjustments:	$0.00
Payments:	$0.00
Balance Due :	**$29,000.00**

INVOICE SUMMARY (SEE NEXT PAGE FOR DETAILS)

School Name	Item Name	Billing Period	Total
Alum Rock Union Elementary School	*Swing Deposit*	*05/01/2022-06/30/2022*	*$29,000.00*

As of July 2019

PLEASE UPDATE OUR

NEW PAYMENT DETAILS BELOW

10.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 11-21/22 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheets dated October 14, 2021.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: October 14, 2021

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
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 11-21/22
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 14th day of October, 2021, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Corina Herrera-Loera, Board President _____

Andrés Quintero, Board Vice President _____

Ernesto Bejarano, Board Clerk _____

Linda Chávez, Board Member _____

Minh Pham, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on October 14, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

RENAISSANCE 2 SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

TYPE		
DEVICE OR BRAND	**SERIAL**	**TAG**
HP MT41	5CG4342NTW	N/A
HP MT40	CNU3449VSC	N/A
HP MT41	5CG432P31	N/A
HP MT40	CNU344BRQL	N/A
HP MT40	CNU350BGHC	N/A
HP MT41	5CG4342P1S	N/A
HP MT 41	5CG4342P22	N/A
HP MT 40	CNU350BGLV	N/A
HP MT41	5CG434P3F	N/A
HP MT 41	5CG434PQF	N/A
HP MT 41	5CG4342NWY	N/A
HP MT 41	5CG4342NVL	N/A
HP MT 40	CNU350DW7M	2004304
ACER C70	NEF2AA00252802BF87600	2011504
ACER C70	NXEF2AA00252802C9B7600	2011438
ACER C70	NXEF2AA002551068477600	2012007
ACER C70	NXGC1AA0026340C7987600	N/A
ACER C70	NXGM8AA001402BC87600	N/A
ACER C70	NXGM8AA684902CB7600	N/A
ACER C70	NXGM8AA001402BC87600	N/A
ACER C70	NXGC1AA00263314D967600	N/A
ACER C70	NXGC1AA0026340C7987600	N/A
HP MT 40	CNU350BGFV	N/A

APTITUD SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU350DVF2	N/A
HP MT40	CNU350DRTM	N/A
HP MT40	CNU344B5CC	N/A
HP MT40	CNU350DVZS	N/A
HP MT40	CNU350DVTS	N/A
HP MT40	CNU344B5CQ	N/A
HP MT40	CNU350DV1D	N/A
HP MT40	CNU350CSF9	N/A
HP MT40	CNU350CSFG	N/A
HP MT40	CNU350DV7S	N/A
HP MT40	CNU350DVM2	N/A
HP MT40	CNU350DW0P	N/A
HP MT40	CNU350DVS4	N/A
HP MT40	CNU350DVKZ	N/A
HP MT40	CNU350DV7X	N/A
HP MT40	CNU344B5XH	N/A
HP MT40	CNU344BRXH	N/A
HP MT40	CNU344B52H	N/A
HP MT40	CNU350DVTW	N/A
HP MT40	CNU344B80W	N/A
HP MT40	CNU344B5GN	N/A
HP MT40	CNU344B4DF	N/A
HP MT40	CNU344B83X	N/A
HP MT40	CNU350DVGV	N/A
HP MT40	CNU344B483	N/A
HP MT40	CNU350DRB2	N/A
HP MT40	CNU350DVV7	N/A
HP MT40	CNU350DTY9	N/A
HP MT40	CNU350DW1F	N/A
HP MT40	CNU350DVZZ	N/A
HP MT40	CNU350DTWK	N/A
HP MT40	CNU344BRQC	N/A
HP MT40	CNU350DVQH	N/A
HP MT40	CNU344B4GC	N/A
HP MT40	CNU350CSFK	N/A
HP MT40	CNU350DVJH	N/A
HP MT40	CNU350DRTN	N/A
HP MT40	CNU344B4ZH	N/A
HP MT40	CNU350DVP3	N/A
HP MT40	CNU350DVWR	N/A
HP MT40	CNU350DRXN	N/A
HP MT40	CNU350DV8W	N/A
HP MT40	CNU350DTXX	N/A
HP MT40	CNU350DVQ6	N/A
HP MT40	CNU3449W90	N/A
HP MT40	CNU350DWDF	N/A
HP MT40	CNU344B4R6	N/A

HP MT40	CNU350DW50	N/A
HP MT40	CNU350DVLP	N/A
HP MT40	CNU350DV3K	N/A
HP MT40	CNU350DV75	N/A
HP MT40	CNU350DVJ4	N/A
HP MT40	CNU350DVF9	N/A
HP MT40	CNU344BRLG	N/A
HP MT40	CNU344C14K	N/A
HP MT40	CNU350DRF8	N/A
HP MT40	CNU344B56D	N/A
HP MT40	CNU350DW4T	N/A
HP MT40	CNU350DTZM	N/A
HP MT40	CNU350DVH3	N/A
HP MT40	CNU350DW37	N/A
HP MT40	CNU350CRVK	N/A
HP MT40	CNU344B4W0	N/A
HP MT40	CNU344BRLC	N/A
HP MT40	CNU350DVN9	N/A

SAN ANTONIO SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

DEVICES	SERIAL	TAG
14" MONITOR	N/A	N/A
DELL OPTIPLEX 755	1NN6JF1	13474
IPAD A1395	N/A	2000347

PAINTER SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

LAPTOPS	SERIAL	TAG
HP MT40	CNU344B5NQ	N/A
HP MT40	CNU3449W8Y	N/A
HP MT40	CNU3449W5D	N/A
HP MT40	CNU3449WG4	N/A
HP MT40	CNU3449VQ7	N/A
HP MT40	CNU3449VPD	N/A
HP MT40	CNU344B5LB	N/A
HP MT40	CNU3449W9L	N/A
HP MT40	CNU3449WH9	N/A
HP MT40	CNU3449W6Q	N/A
HP MT40	CNU3449WG0	N/A
HP MT40	CNU344B5K6	N/A
HP MT40	CNU3449W99	N/A
DEVICES	**SERIAL**	**TAG**
TV	N/A	47434
TV	N/A	47433
TV	N/A	47432
TV	N/A	47439
TV SHARP 27J-S300	611124	N/A
TV CART	N/A	N/A
TV CART	N/A	N/A
TV CART	N/A	N/A
HITACHI CP-X2530WN	F3EE01982	2002315

GEORGE SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

DEVICES	SERIAL	TAG
HP LASERJET 4100N	USLNH25579	7118

SHEPARD SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

DEVICES	SERIAL	TAG
SAMSUNG CRT TV	3CAK201425D...	N/A
SHARP CRT TV	N/A	40716
SHARP CRT TV	N/A	39972
ZENITH CRT TV	065160417249	N/A
VCR	N/A	35983
DVD PLAYER	DZ5EA08785	N/A

ITSS SURPLUS EQUIPMENT DISPOSAL
Date: October 14, 2021
Resolution # 11-21/22

DEVICES	SERIAL	TAG
17" MONITOR	N/A	N/A
HITACHI CP-X305 PROJECTOR	F7LU03072	13623
LAPTOPS	**SERIAL**	**TAG**
DELL E5400	25QMQN1	16300
DLL E5500	BW7KYJ1	15661
HP MT41	5CG52228J4	2008932
CHROMEBOOKS	**SERIAL**	**TAG**
ACER C740	NXEF2AA00252909B8E7600	N/A
ACER C740	NXEF2AA00252801B437600	N/A
ACER C740	NXEF2AA0025300F7467600	N/A
ACER C740	NXEF2AA0025300EE787600	N/A
ACER C740	NXSHEAA0064470FF2A7600	N/A
ACER C740	NXEF2AA0025300F3E67600	N/A
ACER C740	NXSHEAA0064470FF237600	N/A
ACER C740	NXSHEAA0064470FF697600	N/A
ACER C740	NXSHEAA0064470FF227600	N/A
ACER C740	NXEF2AA00252909C117600	N/A
ACER C740	NXEF2AA0025300F74B7600	N/A
ACER C740	NXSHEAA0064470FEC77600	N/A
ACER C740	NXEF2AA0025300F76B7600	N/A
ACER C740	NXEF2AA002528039D17600	N/A
ACER C740	NXSHEAA0064470FF487600	N/A
ACER C740	NXEF2AA00252909C1A7600	N/A
ACER C740	NXEF2AA0025300F35F7600	N/A
ACER C740	NXEF2AA002528039B97600	N/A
ACER C740	NXEF2AA00252802CFF7600	N/A
ACER C740	NXEF2AA002528033037600	N/A
ACER C721	NXHBNAA0010210DE217600	N/A
ACER C731	NXGM8AA00181402BD97600	N/A
ACER C731	NXGM8AA0017501539E7600	N/A
ACER C731	NXGM8AA001751017FE7600	N/A
ACER C731	NXGM8AA00173310B107600	N/A
ACER C731	NXGM8AA00173310B7B7600	N/A
ACER C730	NXGC1AA0026281B4BF7600	N/A
ACER C730	NXGC1AA0026281B62B7600	N/A
ACER C730	NXGC1AA00263314F387600	N/A
ACER C730	NXGC1AA00263314C1C7600	N/A
ACER C730	NXGC1AA00263421F407600	N/A
ACER C730	NXGC1AA00263314F1D7600	N/A
ACER C730	NXGC1AA00263421C3B7600	N/A
ACER C730	NXGC1AA0026281B5F97600	N/A
ACER C730	NXGC1AA00263421F207600	N/A
ACER C730	NXGC1AA00263314E307600	N/A
ACER C730	NXGC1AA0026281B4B67600	N/A
ACER C730	NXGC1AA0026281B3AC7600	N/A
ACER C730	NXGC1AA00262810E4B7600	N/A
ACER C730	NXGC1AA00262809BF97600	N/A

ACER C730	NXGC1AA00262810E587600	N/A
ACER C730	NXGC1AA00262810FA97600	N/A
ACER C730	NXGC1AA00262809CC17600	N/A
ACER C730	NXGC1AA00262810E597600	N/A
ACER C730	NXGC1AA002638211DE7600	N/A
ACER C730	NXGC1AA002634253107600	N/A
HP STREAM 11 PRO	5CD53307N4	2009366
DELL E5400	CCQZYJ1	00015968
HP MT41	5CG5365L71	2009443
HP MT41	5CG5234G6Z	2009283
HP MT40	CNU350DR9H	2004743
HP MT40	CNU326BXQK	2008350
HP MT40	CNU348CQKZ	2008351
ACER C731	NXGM8AA006850041BB7600	N/A
ACER C731	NXGM8AA00181212A2E7600	N/A
ACER C730	NXGC1AA0026281B2037600	N/A
ACER C730	NXGC1AA00263417EE37600	N/A
ACER C730	NXGC1AA002634155BE7600	N/A
ACER C730	NXGC1AA002629021E27600	N/A
ACER C730	NXGC1AA00263417EC97600	N/A
ACER C740	NXEF2AA002551068147600	N/A
ACER C740	NXEF2AA0025510681E7600	N/A
ACER C740	NXEF2AA0025280340F7600	N/A
ACER C740	NXEF2AA002528033C87600	N/A
ACER C740	NXEF2AA002530141E77600	N/A
ACER C740	NXEF2AA002530142257600	N/A
ACER C740	NXEF2AA002530141D37600	N/A
ACER C740	NXEF2AA002530142037600	N/A
ACER C740	NXEF2AA002528033FB7600	N/A
ACER C740	NXEF2AA0025280340B7600	N/A
ACER C740	NXEF2AA0025300F4B87600	N/A
HP PROBOOK 430	2CE3340Q8Z	N/A
COMPAQ NX6110	CNU508G5XY	N/A
COMPAQ NX6110	CNU5151BHL	N/A

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/October 14, 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 Title: Director, Human Resources

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

Meeting: October 14, 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
October 14, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Gomez-Hernandez, Manuel	3/Adelante Academy II	09/14/2021
2.	Mecech, Paulo	Science/Renaissance Academy I	09/10/2021
3.	Oshita, Rene	Psychologist/Special Education Dept.	09/13/2021
4.	Rivera, Lionela	Psychologist/Special Education Dept.	08/13/2021
5.	Saporito, Jacquie	Counselor/APTITUD Comm at Goss Academy	09/21/2021
6.	Woo, Thomas	Music Prep/V.A.P.A. Programs	09/27/2021

II. New Hire-Substitute Teacher:

1.	Hom, Jessica	09/21/2021
2.	Moore, Lois	09/27/2021
3.	Ramos, Mark Anthony	08/27/2021

CERTIFICATED CHANGES OF STATUS:

III. Rehired from Temporary Status and Change of Status Effective 08/13/2021:

1.	Ambuan, Arnel	Meyer Elementary	Probationary I
2.	Fenstermaker, Andrew	Meyer Elementary	Probationary
3.	Kshirsagar, Shrisharada	Lyndale Elem	Probationary I
4.	Millan, Yvonne	Linda Vista Elementary	Probationary
5.	Sanchez, Melany	Russo/McEntee	Probationary II
6.	Velasco, Aloysius	Ocala Middle School	Probationary II

IV. Probationary Change of Status Effective 08/13/2021:

1.	Almazan, Epsom	Ocala Steam Academy	Probationary 0
2.	Bland, Samuel	Aptitud Community at Goss	Probationary 0
3.	Friga, Ayla	San Antonio Elementary	Probationary 0
4.	Santarina, Travis	Special Education Dept.	Probationary I

V. Probationary 0 Change of Status Effective 8/13/2021:

1.	Albert, Wendy	Hubbard Media Arts Academy	Probationary II
2.	Gonzalez, Rosa	Ocala Steam Academy	Probationary II
3.	Klawitter, Eileen	George Middle School	Permanent
4.	Lee, Jinjoo	Renaissance Academy I	Probationary II
5.	Mann, Parveen G	Renaissance Academy I	Probationary II
6.	Sanchez, Maria	Sheppard Middle School	Probationary II
7.	Sanchez, Monica	Ocala Steam Academy	Probationary II
8.	Vega, Benjamin	George Middle School	Permanent

VI. Probationary I Status to Probationary II Status Effective 08/13/2021:

1.	Becerra, Jessica	Adelante Academy II
2.	Dam, Tuan	Renaissance Academy I
3.	Esplago, Janine	Cureton Elementary

4.	Gonzalez, Karina	Special Education Dept.
5.	Ivy, Kimberly	Cureton Elementary
6.	Nguyen, Teresa	Sheppard Middle School
7.	Sarabia, Gian	Adelante Academy I
8.	Sarmiento, Kaithlynn	Renaissance Academy I
9.	Smith, Matthew	Renaissance Academy I
10.	Stewart, Jessica	Special Education Dept.
11.	Walters, Melissa	Aptitud Community at Goss

VII. Probationary II Status to Permanent Status Effective 08/13/2021:

1.	Arias-Cuevas, Sofia	Lyndale Elementary
2.	Beltran, Carina	Special Education Dept.
3.	Bravo, Mandy Russo	Russo/McEntee Academy
4.	Carrillo, Silvia	Adelante Academy II
5.	Cervantes, Alondra	George Middle School
6.	Cortes, Gloria	Adelante Academy I
7.	Gutierrez, Maria	Adelante Academy I
8.	Irvine, Angela	RENAISSANCE Academy II
9.	Johnstone, Amber	Sheppard Middle School
10.	Livoti, Jessica	Linda Vista Elementary
11.	Lopez, Rachel	San Antonio Elementary
12.	McArthur, Damani	George Middle School
13.	Montes, Rand	George Middle School
14.	Muresan, Sabina	Student Services Dept.
15.	Natividad, Maria	Adelante Academy II
16.	Onofre, Ana	Meyer Elementary
17.	Powell, Matthew	Cureton Elementary
18.	Ramachandran, Ujala	Dorsa Elementary
19.	Riedstra, Robyn	Sheppard Middle School
20.	Rivas, Kareen	Ryan Elementary
21.	Schongut-Hendel, Graciela	Chavez Elementary
22.	Siddiqi, Saba	Cassell Elementary
23.	Talton, Veronica	George Middle School
24.	Thomas, Deepa	Ryan Elementary
25.	Vega, Arturo	Ryan Elementary
26.	Villegas, John	Hubbard Media Arts Academy

VIII. Temporary Status to Probationary I Status Effective 08/13/2021:

1.	Cahue, Cristian	Renaissance Academy II
2.	Cicala, Suzanne	Independent Study/Chavez Elementary
3.	Drake, Kayla	Chavez Elementary
4.	Krepelka, Laura	Lyndale Elementary
5.	Maloney, Rebecca	Dorsa Elementary
6.	Ravishanker, Uma	Russo/McEntee Academy
7.	Sanchez, John	V.A.P.A. Programs
8.	Scott, Samantha	Cureton Elementary

IX. Ed Code 44861:

1. Doherty, Jennifer
2. Harris, Amber

EC 44861 allows a credentialed teacher to substitute as a principal for up to five months, if the teacher's credential is for the same grade as the school to be administered. The employing agency determines the definition of "emergency" for this section. *This option is limited to a substitute principal only.*
A substitute principal holding a valid teacher's credential of the same grade as the school to be administered may be employed without meeting the requirements of Section 44860 to meet an emergency for not more than five months of any school year.

X. Retirement:

1. Chee, Benjamin	2/McCollam Elementary	09/30/2021

XI. Released from Contract:

1. Sanchez, John	Teacher, Music	10/01/2021

CLASSIFIED PERSONNEL – October 14, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Acevedo, Gloria Inez	Autism Intervention Assistant/Special Education Services	09/16/2021
2.	Estrada, Jaimee Melissa	Reader Assistant/Hubbard	09/20/2021
3.	Hatami, Tahereh	Paraeducator Special Education I/Cureton	09/29/2021
4.	Palominos, Carlos Ochoa	Maintenance Worker III-HVAC/M.O.T	09/07/2021
5.	Renslow, Mary K	Paraeducator Special Education I/Ocala	08/16/2021
6.	Ruiz, Alethia Marie	School Link Services Supervisor/Student Services	10/04/2021
7.	Taye, Tamar	Autism Intervention Assistant/Special Education Services	08/25/2021

II. Change of Status:

1.	Andrew, Raul F	Maintenance Worker I/M.O.T	09/01/2021
2.	Domingo, Tiffany L	Campus Paraeducator & Health Assistant/Painter	09/14/2021
3.	Ireland, Erika J	Data Research Technician/Student Services	09/13/2021
4.	Marquez, Rosalinda	Campus Paraeducator & Paraeducator 9.5mo/Dorsa	09/09/2021
5.	Vidrio, Elias	Maintenance Worker IV-HVAC/M.O.T	09/03/2021
6.	Yadav, Neetu	Campus Paraeducator/Paraeducator9.5mo/Painter	09/14/2021

III. Retirement:

1.	Oliva, Patricia	Assessment Technician/Academic Services	10/04/2021

IV. Contracted Employee:

1.	King, Stacey	Athletic Director/Adelante I	09/06/2021-06/01/2022
2.	King, Stacey	Boys & Girls Cross Country Coach/Adelante I	09/06/2021-06/01/2022

V. Substitute Personnel:

1.	Barbosa, Yara	Substitute Child Nutrition	08/23/2021
2.	Diaz, Valerie	Substitute Clerical	08/16/2021
3.	Flores, Leslee Patino	Substitute Paraeducator	09/07/2021
4.	Gomez, Liliana	Substitute Paraeducator	08/18/2021
5.	Harvey, Stephen A.	Substitute Custodian	09/08/2021
6.	Hernandez, Amber	Substitute Child Nutrition	08/23/2021
7.	Hernandez, Cynthia	Substitute Paraeducator	09/27/2021
8.	Hernandez, Imalay	Substitute Paraeducator	08/18/2021
9.	Herrera, Gabriela	Substitute Clerical	08/16/2021
10.	Herrera, Yasmeen	Substitute Paraeducator	09/21/2021
11.	Magana-Martir, Isabel	Substitute Clerical	08/18/2021
12.	Maldonado, Josefina	Substitute Custodian	08/26/2021
13.	Medina, Martha	Substitute Child Nutrition	08/20/2021
14.	Pena, Patricia	Substitute Paraeducator	08/20/2021
15.	Rubalcaba, Stephany	Substitute Clerical	08/24/2021
16.	Ruiz, Martin	Substitute Custodian	09/07/2021
17.	Sanchez, Melissa H.	Substitute Clerical	09/13/2021
18.	Vizcarra, Gloria	Substitute Clerical	08/18/2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.08

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheets dated October 14, 2021.

Recommendation:
Staff recommends acceptance of these memorandum(s) of understanding.

Prepared by:: Maria J. Martinez M.J.M. Title: Procurement Manager

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

To the Board of Trustees:

Recommend Approval

10.08

Agenda Placement

Meeting: October 14, 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
October 14, 2021 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Aptitud Rebecca Jensen	11/02/21- 06/30/22	Santa Clara County Office of Education	$4,112.50	Provide training to Aptitud teachers on EL Toolkit of strategies over the course of nine afternoon sessions. Funding: Restricted
Academic Services Jackie Montejano	10/15/21- 06/30/22	Arizona State University (ASU)	No Cost	Provide ARUSD teachers access to Verizon Initiative Learning online course for up to 15 teachers and 600 students at Ocala STEAM Academy and Sheppard M.S. Funding: N/A
Child Nutrition Services Denisse Mendez	10/14/21- 10/14/24	The Regents of the University of California	No Cost	Provide and support the delivery of nutrition education and related subject matter to promote healthy living and active lifestyle to students and parents in the district. Classes will be provided virtual or in-person, according with health and district authorities. Funding: N/A
Student Services Norma Flores	10/15/21- 06/30/22	County of Santa Clara-Social Services Agency-DFCS	No Cost	Through a collaborative agreement the District will refer eligible students from identified school sites to the County's Differential Response Program (DR), in order to provide children and their families with appropriate, and least restrictive evidence-based interventions to prevent child abuse. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 013121

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Santa Clara County Office of Education

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

Phone: (408) 453-4302 Email: bflores@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 2, 2021 end date June 30, 2022

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

SCCOE will provide training to Aptitud teachers on the EL Toolkit of strategies over the course of nine afternoon sessions.

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:** $4,112.50

Describe other related costs: _____

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-120-1190 _____ Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 09 / 27 / 2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding

between

Santa Clara County Office of Education
and
Aptitud Academy at Alum Rock Union School District

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education – School Climate, Leadership and Instructional Services) (hereinafter referred to as the SCCOE) and Aptitud Academy at Alum Rock Union School District) (hereinafter referred to as the Agency). The SCCOE and the Agency can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding the participation in SCCOE's EL Toolkit of Strategies..

2. Shared Goals

- ☒ Improve access to inclusive, equitable, high-quality education.
- ☒ Provide quality support to districts, schools, students, and communities.
- ☒ Be a premier service organization.

The goal of this professional learning is to provide training to teachers on the EL Toolkit of Strategies over the course of nine afternoon sessions.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will recruit four cohorts of teacher's grades TK-3 and 4th-8th to participate in the EL Toolkit of Strategies professional learning.
- The Agency will provide a meeting place for the professional learning for face to face meetings, otherwise, the trainings will be virtual with SCCOE providing the resources to access the meetings.

3.2. The SCCOE Responsibilities:

- SCCOE will provide staff to facilitate services.
- SCCOE will provide all necessary materials and resources.

3.3. Shared Responsibilities:

- SCCOE and the Agency will finalize the dates and presenters with at least 20 days' notice beginning 08/2021.

4. Articulation of Monies/Compensation

- The Agency will pay up to $4,112.50 to SCCOE. The rates for services provided by SCCOE are $405 for half day (less than 4 hours) and $467.50 for the EL Toolkit of Strategies book based on 25 participants. The rate for the book is approximately $25.

5. Other Terms

5.1. Amendments: Either party may request changes to this MOU. Any changes, modifications, revisions, or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.

5.2. Delivery of Services and Use of Resources: The SCCOE will provide professional learning to teachers on the EL Toolkit of Strategies. The SCCOE will provide coordinator(s) to facilitate the services and implementation of the EL Toolkit of Strategies.

6. Insurance/Hold Harmless

a. Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

b. Indemnification: The SCCOE and the Agency shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the MOU.

7. Duration of MOU

This MOU begins on 08/01/2021 and ends on 06/30/2022.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon 10 working days prior to the training dates in written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

SCCOE:		***Aptitud Academy at Alum Rock Union School District*:**	
By:	Signature of Authorized SCCOE Official	By:	Signature of Authorized Agency Official
Name:	Anisha Munshi, Ed.D.	Name:	Hilaria Bauer
Title:	Asst. Superintendent, PLIS Division	Title:	Superintendent
Date:		Date:	
Address:	1290 Ridder Park Dr San Jose, CA 95131	Address:	2475 Van Winkle Ln San Jose, CA 95116
Phone:	(408) 453-6842	Phone:	(408) 928-6800
Email:	AMunshi@sccoe.org	Email:	hilaria.bauer@arusd.org

Santa Clara County Office of Education

PM#: _____

Contracts Analyst Signature: _____

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 017466

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Arizona State University (ASU)

Address: 1475 N. Scottsdale Rd. City: Scottsdale State: AZ Zip: 85257

Phone: (480) 965-7910 Email: Jimi.Choi@asu.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates October 15, 2021 end date June 30, 2022

CONTRACTOR'S OBLIGATION:

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

ASU will provide ARUSD teachers access to the Verizon Initiative Learning online course for up to 15 teachers and 600 students at Ocala STEAM Academy and Sheppard Middle School.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ No Cost to the District (VILS Lab Initiative)

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-7221 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Verizon Innovative Learning Lab Program

MEMORANDUM OF UNDERSTANDING
Between
Alum Rock Elementary Union School District
Ocala STEAM Academy
William L. Sheppard Middle School
&
Arizona State University (ASU)

This document constitutes an Addendum to the agreement between Alum Rock Elementary Union School District and Arizona State University (ASU).

Objective

This addendum will set forth the terms and understanding by which the parties will implement the Verizon Innovative Learning ("VIL") Lab program (the "Project") at the school site(s), Ocala STEAM Academy and William L. Sheppard Middle School for one year during the 2021-2022 school year. This additional year of full programmatic implementation support will aid in transitioning the school(s) to independent implementation after the term of this agreement.

ASU J. Orin Edson Entrepreneurship + Innovation Institute Commitment

ASU will provide the following to Ocala STEAM Academy and William L. Sheppard Middle School:

- Teacher and student access to the VIL online course hosted on the Canvas learning management system. ASU will pay the per-user-fee for up to 15 teachers and up to 600 students annually.
- Professional learning for all teachers and staff involved in the Project will be delivered in accordance with Ocala STEAM Academy and William L. Sheppard Middle School guidelines, which could include:
    - Virtual professional learning
    - Self-directed professional learning
    - Virtual communities of practice
- Ongoing Project planning and implementation support, including for curriculum and Verizon 5G Education Technology applications, as applicable.
- Asynchronous methodology for content and curriculum implementation.

Ocala STEAM Academy and William L. Sheppard Middle School Commitment

Ocala STEAM Academy and William L. Sheppard Middle School commits to:

- Provide a point of contact who will participate in regular meetings with ASU.
- Participate in the VIL Lab Mentor Role (details below).
- Provide updates and impact information from Project participants.
- Provide feedback on the lab space, emerging technologies, curriculum, professional learning and Verizon 5G Educational Technology applications and/or other learning experiences, as applicable.

Verizon Innovative Learning Lab Mentor

verizon

ASU J. Orin Edson Entrepreneurship + Innovation Institute
Arizona State University

Ocala STEAM Academy and William L. Sheppard Middle School will provide the Point of Contact for the VIL Lab Mentor role, who will fulfill the below key duties and responsibilities. The VIL Lab mentor will abide by the expectations of the Project, participate in required elements, and implement with fidelity for the duration of the program.

Implement the elective course for one academic year ("AY"):

- AY: August/September <2021> through May/June <2022>

Space Management

- Manage Lab space and all technology/equipment

Professional Learning

- Attend quarterly check-in meetings with ASU
- Attend or view VIL Labs trainings with ASU

School, District, and Community Engagement

- Encourage use of Lab space across the school and community, including across multiple content areas and subjects.
- Help secure media releases for students in the program.

Impact & Reporting

- Enroll at least 150 students in the elective course during AY 2021-2022
- Endeavor to create an environment in which 100% of school student and staff population engages with the VIL Lab
- Provide student digital media artifacts and/or impact stories to ASU at least once per quarter
- Submit annual school engagement plan and elective course plan to ASU
- Participate in program sustainability meetings with ASU staff toward the end of AY 2021-2022
- Collaborate with administrator(s) to complete grant and progress reports

If there are changes to the role, the school is responsible for notifying ASU in writing via email within one week of the change. ASU will provide an orientation of the new employee in their role within the VIL Lab program.

DATE	COMMITMENT
<Q3 2021> July, Aug, Sept	• Submit updated elective plan to ASU • Submit updated school engagement plan to ASU • Participate in quarterly call with ASU • Submit quarterly Digital Media artifacts • (Optional) Attend monthly collaboration session
<Q4 2021> Oct, Nov, Dec	• Participate in quarterly call with ASU • Submit quarterly Digital Media artifacts • (Optional) Attend monthly collaboration session • Complete and submit <AY21/22> Mid-Year Progress Report
<Q1 2022> Jan, Feb, Mar	• Participate in quarterly call with ASU • Submit quarterly Digital Media artifacts

<Q2 2022> Apr, May, June	• Participate in quarterly call with ASU • Submit quarterly Digital Media artifacts • Participate in program sustainability meeting with ASU to prepare for independent implementation • (Optional) Attend monthly collaboration session • Complete and submit <AY21/22> Annual Progress Report (APR)

Modification; Term of the Agreement

This Agreement is at-will and may be modified by mutual consent of authorized officials from ASU and Ocala STEAM Academy and William L. Sheppard Middle School via written agreement executed and approved in the same manner as this Agreement. This Agreement shall become effective upon signature by the authorized officials from ASU and the school and will remain in effect until <June 2022> (the "Term"), unless modified by mutual consent of the parties as provided for herein, or unless terminated earlier by either or both of the parties as provided for herein.

Contact Information

Arizona State University
J. Orin Edson Entrepreneurship + Innovation Institute
Knowledge Enterprise
1475 N. Scottsdale Rd.
Scottsdale, AZ 85287
(480)965-7910

Alum Rock Elementary Union School District

District Contact Jackie Montejano

Title Administrator

Address 2930 Gay Avenue, SJ, CA 95127

Phone 408-928-6528

Email jackie.montejano@arusd.org

District Federal EIN 77-0016360

(*Signature block follows on the next page.*)

Party Signatures to the Agreement:

Signature _____ Date 09 / 29 / 2021

Ji Mi Choi
Vice President
Leading J. Orin Edson Entrepreneurship + Innovation Institute
Knowledge Enterprise
Arizona State University

Signature _____ Date _____

Alum Rock Elementary Union School District

Contact Name: Dr. Hilaria Bauer

Contact Title: Superintendent

Pursuant to <School District>, Board of Education approved on 10 / 14 / 2021 .*
*If applicable.

verizon

ASU J. Orin Edson Entrepreneurship + Innovation Institute
Arizona State University

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: Denisse Mendez, Director Child Nutrition Services

Re: MOU with The Regents of the University of California on Behalf of UC Cooperative Extension Santa Clara County

Date: September 29, 2021

Background:
Child Nutrition Services federal program and Wellness Policy require we offer nutrition education programs across the district to students, parents, and community.

Summary:
Child Nutrition Services would like to contract with UC Cooperative Extension Santa Clara County to provide and support the delivery of nutrition education and nutrition related subject matter in order to promote healthy living and an active lifestyle to students and parents in the district

Recommendation:
Staff recommends that the Board of Trustees approve the MOU with the Regents of the University of California on Behalf of UC Cooperative Extension Santa Clara County at no cost.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: The Regents of the University of California

Address: 1553 Berger Drive, Building 1, 2nd fl City: San Jose State: CA Zip: 95112

Phone: (408) 282-3106 Email: sbarry@ucanr.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates October 14, 2021 end date October 14, 2024

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

Provide and support the delivery of nutrition education and related subject matter to promote healthy living and active lifestyle to students and parents in the district. Classes will be provided virtual or in-person, according with health and district authorities.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ No Cost

Describe other related costs: _____

BUDGET CODE: 130-5310-0-5815-00-0000-3700-000000-480-3700 9/28/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 9/23/21
Director of Fiscal Services: _____ Date: 9/23/21
Asst. Supt., of Business Services: _____ Date: 9/23/21
Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING ("MOU")

BETWEEN

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

ON BEHALF OF ITS

UC Cooperative Extension Santa Clara County

CalFresh Healthy Living

AND

Alum Rock Union School District

The Regents of the University of California, on behalf of its UC Agricultural and Natural Resources and its UC Cooperative Extension Santa Clara County (collectively, "University"), is hereby authorized during the period commencing on the latest date of execution set forth below and for three (3) years thereafter to use the facilities of Alum Rock School District ("Cooperator") at the following locations for the following purpose.

I. Project Description

To provide and support the delivery of nutrition education and nutrition related subject matter in order to promote healthy living and an active lifestyle to students and parents in the district school locations where 50% or more of the students receive free or reduced-price meals.

These classes will be provided either virtually or in-person, in accordance with the strictest guidance and restrictions from local health authorities, and the University regarding COVID-19 public safety practices to ensure safe delivery for participants and educators, as further described in Exhibit B, "COVID-19 Measures," which is hereby attached and incorporated by reference into this agreement.

II. Indemnification

University shall defend, indemnify and hold Cooperator, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

Cooperator shall defend, indemnify and hold University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Memorandum of Understanding but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Cooperator, its officers, agents or employees.

III. Insurance

University and Cooperator mutually agree that each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of $1,000,000 per occurrence, $2,000,000 general aggregate, $1,000,000 automobile liability, and Workers' Compensation coverage as required by applicable law, and upon request shall furnish proof thereof in the form of a certificate of insurance within thirty (30) days of the effective date of this

Memorandum of Understanding. Each Certificate of Insurance shall specify that should any above-described policies be cancelled before the expiration date thereof; notice will be delivered in accordance with the policy provisions.

IV. Fingerprinting/Criminal Background Investigation Certification

University certifies its compliance with Education Code section 45125.1 as follows:

University certifies that University has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all University's officers, agents and employees ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by Cooperator, who may have contact with Cooperator pupils in the course of providing services pursuant to this MOU, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of Employees who may come in contact with Cooperator pupils during University's performance of this MOU shall be furnished upon request.

V. Tuberculosis Clearance

University's responsibility for tuberculosis clearance extends to all of its Employees coming into contact with Cooperator pupils regardless of whether they are designated as employees. University certifies that University has complied with the tuberculosis requirements of Education Code section 49406.1 with respect to all University Employees who may have contact with Cooperator pupils in the course of providing services pursuant to this MOU, and the California Department of Justice has determined that none of those employees has active tuberculosis, as that term is defined in Education Code section 45122.1. A complete and accurate list of Employees who may come in contact with Cooperator pupils during University's performance of this MOU shall be furnished upon request.

VI. Notice of Policy on Business Gifts and Conflicts of Interest

University has received Cooperator's policy on business gifts and conflicts of interest and agrees to abide by the terms set forth below in Exhibit A, "Notice of Policy on Business Gifts and Conflicts of Interest," which is hereby attached and incorporated by reference.

VII. Notices:

For University:	For Cooperator:
Sheila Barry 1553 Berger Drive, Building 1, 2nd Floor San Jose, California 95112	Denisse Mendez 2930 Gay Ave San Jose, California 95127
Email: sbarry@ucanr.edu	Email: denisse.mendez@arusd.org

VIII. Information Privacy

All parties shall endeavor to hold any personal information received in the course of this project confidential, to the greatest extent permitted by University policy and applicable federal and state statutes.

IX. Modification

This MOU may be modified or amended with the written approval of both parties, provided that the party proposing a modification or amendment submits the same in writing to the other party at least

sixty (60) days in advance to allow for negotiation of said proposal.

X. Electronic Signatures

This MOU may be executed by electronic signature(s) and transmitted either by facsimile or in a portable document format ("pdf") version by email and such electronic signature(s) shall be deemed as original for purposes of this MOU and shall have the same force and effect as a manually executed original.

XI. Execution in Counterparts

This MOU may be executed in two or more counterpart copies, each of which shall be deemed as an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the latest date of execution set forth below.

Cooperator

_____ _____

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

Date

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

_____ _____

Wendy Powers, Associate Vice President
University of California Agriculture and Natural Resources

Date

EXHIBIT A: Notice of Policy on Business Gifts and Conflicts of Interest

The following is Cooperator's policy on business gifts and conflicts of interest. University shall circulate the policy to any individuals within its organization who may have contact with Cooperator employees.

1. Selection criteria. Vendors are selected based on the quality, timeliness, and cost of the service and/or product they provide. All business decision for COOPERATOR are to be based solely on what is in the best interest of COOPERATOR.
2. No gifts. COOPERATOR employees may not solicit or accept gifts, rewards, payment, commissions, gratuities, discounts, or services of any kind or value from anyone having or seeking business with COOPERATOR except as follows:

   a) unsolicited token gifts such as food, flowers, and promotional items inscribed with the supplier's or customer's logo or business name, with nominal values generally not exceeding $470 in a calendar year.

   b) business-related functions or meals, so long as the function is necessary and the value and frequency of business meals are not excessive.
3. No personal benefit for employees. COOPERATOR employees may not have any personally beneficial financial dealings with any individual or business organization that furnishes merchandise, supplies, property, or services to COOPERATOR. This includes arrangements to receive loans (other than bank loans), commissions, royalties, stock ownership, or anything of value. COOPERATOR employees are also prohibited from purchasing items for personal use from vendors.
4. Personal investments. COOPERATOR employees directly concerned with the purchase of merchandise and services from supplier firms, including management personnel with approval authority, may not make investments in those companies, other than normal stock and bond market transactions.
5. No benefit for relatives; disclosure required. COOPERATOR employees may not make or influence any decision that could directly or indirectly benefit a relative and should disclose to COOPERATOR whenever a relative has a significant interest in a transaction or a significant relationship with an COOPERATOR vendor.
6. All employees covered. This policy applies to all COOPERATOR officers, managers, and employees. Violations of this policy may result in disciplinary action, up to and including termination.
7. Penalties for vendors. Any vendor who violates this policy shall be subject to the immediate and permanent loss of COOPERATOR business.

EXHIBIT B: COVID-19 Measures

COVID-19 - All parties agree to:

1. Be aware of and informed about the hazards known to be associated with the novel coronavirus referred to as "COVID-19."
2. Be familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable UC, federal, state, and local governmental directives regarding COVID-19.
3. To the best of their knowledge and belief, be in compliance with those current CDC guidelines and applicable governmental directives.
4. Take steps to comply with any modifications, changes, or updated guidelines or directives made by the CDC or any other applicable governmental directives.
5. Notify the other party immediately, if at any time one party becomes aware that they do not comply with CDC guidelines or another applicable governmental directive under this MOU.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

- [x] **MOU** (negotiated Agreement)
- [ ] 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: Social Services Agency - DFCS

Address: 353 West Julian Street City: San Jose State: CA Zip: 95110

Phone: 669)236-7117 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates October 15, 2021 end date June 30, 2022

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

The County's Differential Response Program will refer eligible students from identified school sites, district wide to avail of the services under the program. The program provides the safest most appropriate, least restrictive evidence-based interventions to prevent child abuse.

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:** $No cost to District

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-3130-000000-340-7221 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/01/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

DocuSign Envelope ID: ECCAB8F4-875D-45BD-A033-2D1605A7B05D

COUNTY OF SANTA CLARA
SERVICE AGREEMENT

SECTION I: GENERAL INFORMATION

Contractor Name: (As Displayed in SAP)	Alum Rock Union School District		
Purchase Order Number:	N/A		
Agency/Department Name:	Social Services Agency - DFCS	Department Number:	0501
Brief Description of Services	Alum Rock Union School District will participate in the County's Differential Response Program by referring eligible students from identified Alum Rock Union School District campuses to avail of the services under the program. The program provides the safest, most appropriate, and least restrictive evidence-based interventions to prevent child abuse and/or neglect.		

Maximum Financial Obligation

The maximum amount payable to this Contractor under this agreement shall not exceed: 0

Term of Agreement

Start Date: End Date: 06/30/2025

Note: When left blank, start date will be the date executed by Authorized County Representative.

For County Use Only

	Account Assignment	Plant Number	General Ledger (Expense Code)	Cost Center (Dept. Code)	Amount	WBS (Capital Project Code)	Internal Order ("PCA" code – optional)
Line 1	Select	n/a	n/a	n/a	0.00	n/a	n/a
Line 2	Select						
Line 3	Select						
Line 4	Select						
Line 5	Select						

SECTION II: PARTIES TO AGREEMENT

Legal notices and invoices pertaining to this Agreement shall be sent to the appropriate contact person listed below, except as otherwise specifically provided for herein. Notices shall be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows. Notice shall be deemed effective on the date that the notice is personally delivered or, if mailed, three (3) days after deposit in the mail. Either party may designate a different person and/or address for the receipt of notices by sending written notice to the other party, which shall not require an amendment to this Agreement.

CONTRACTOR

Contractor Name: (As Displayed in SAP)	Alum Rock Union School District				
Contact Person:	Ana Gonzalez				
Street Address*:	2930 Gay Ave				
City*:	San Jose	State:	CA	Zip:	95127
Telephone Number*:	(408) 928-6963				
Email Address*:	ana.gonzalez@arusd.org				
SCC Vendor Number: (As Assigned in SAP)	N/A				

*To be completed for Independent Contractors Only – DO NOT COMPLETE FOR DEPENDENT CONTRACTORS

COUNTY OF SANTA CLARA

Agency/Department:	Social Services Agency				
Program Manager/Contract Monitor Name:	Nancy Castro				
Street Address:	353 West Julian Street				
City:	San Jose	State:	CA	Zip:	95110
Telephone Number:	(669) 236-7117				
Fiscal Contact: (Accounts Payable Contact)	N/A				
Contract Preparer:	Nancy Tran				

SECTION III: CONTRACT AUTHORIZATION

It is agreed between County and Contractor that Contractor will, for the compensation described in this Agreement, perform the work described in Section V in accordance with all terms and conditions of this Agreement including all exhibits and attachments. In addition, County and Contractor assert that the tax withholding status and benefit documentation (Section IV) accurately reflect the anticipated working relationship between County and Contractor. Further, Independent Contractors shall comply with the County's insurance and indemnification requirements. Contractor certifies that any applicable insurance waiver information (Section VII, B) is true and correct. This Agreement may be executed in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

SIGNATURES

Contract is not valid until signed by Contractor, County Counsel and County's Authorized Representative.

County Agency/Department Manager: Date:

County Agency/Department Fiscal Officer: Date:

County Counsel Approval as to Form and Legality

DocuSigned by:
Laura Underwood
B8CACE06FCE84FD...

Date: 8/31/2021

(*Signature required on all contracts before execution by Contractor and County Authorized Representative*)

Contractor: Date:

County Authorized Representative: Date:

(Procurement Department; President, Board of Supervisors; or Delegated Authority)

Office of the County Executive: Date:

(Signature required when Board approved contract by a delegation of authority)

Signed and certified that a copy of this document has been delivered by electronic or other means to the President, Board of Supervisors.

Attest:

Date:

Tiffany Lennear
Acting Clerk of the Board of Supervisors
(Signature required when Board approved contract)

SECTION IV: DETERMINATION OF RELATIONSHIP STATUS

Dependent/Independent status is an important relationship distinction. It determines the contractor's eligibility for Medicare and Social Security, Public Employees' Retirement System benefits, and other benefits and affects how the contractor files tax returns and the contractor's responsibility for various federal and state taxes.

Questionnaire to be Completed by Contracting Department to Determine Relationship Status of Contractor

Supervision: Will the County have the right to tell the contractor how to do the work, when to arrive or leave work, or when to take breaks? Do you have other employees performing similar work with a similar degree of supervision? **If the answer to any of these questions is YES, select YES from the dropdown.**	No
Training: Will the County instruct the contractor on how to do the job or pay for external training?	No
Incomplete Work: Will the Contractor be able to resign or terminate the contract without being held either financially or legally liable for unfinished work?	No
Place of Work/Tools: Will the County provide the Contactor with a place to work at a County location and tools to do the job, i.e. computers, telephones, etc.?	No
Length of Relationship: When the Contractor is hired to complete ongoing departmental duties or functions— **answer YES**. When the contractor is hired to complete a specific project that was not the regular tasks performed by County employees before— **answer NO**.	No
Other Customers: Does the County prevent the Contractor from performing similar services for other customers, either due to the amount of work (full-time), or by contractual provision?	No
Designation as Business Entity: If the Contractor has a business license or business certificate, or is a corporation, nonprofit organization, or school district, select "No" from the dropdown. (This does not pertain to professional licenses or certificates such as a license for a physician or architect.) **Enter below the business license number and the city/entity where issued.**	No
Bus. License #: **Issued by:**	
Payment Schedule: Will payments be made either as an hourly wage or as weekly/monthly salary? If payment is by commission or based on project milestones or deliverables, answer "NO" to this question. Be sure this answer matches the contract payment schedule in Section V.	No
Support Services: Will County employees or other independent contractors provide assistance to this Contractor? Assistance is defined as clerical, technical or professional support.	No

If at least 5 of the above questions were answered "NO", Contractor is an **Independent Contractor**. ☑

If 5 or more of the above questions were answered "YES", Contractor is a **Dependent Contractor,** where the relationship resembles that of employer/employee. Tax withholding is required, and benefits are provided. Complete and attach the following forms: Employee's Withholding Allowance Certificate—Federal Form W-4, State Withholding, Form DE-4, Determining PERS Eligibility and PERS Member Action Request. Visit www.ceo for more information regarding Dependent Contractors. County insurance requirements do not apply to Dependent Contractors. ☐

Contractor understands and agrees that the tax withholding and benefit status checked above is correct. Any changes to the contractor's tax withholding and benefit status require a new contract. Contractor is responsible for any penalties and liabilities assessed by any taxing authority, based on a change of tax withholding and benefit status.

Contractor's Initials:

Dept. Fiscal Officer's Signature:

SECTION V: CONTRACT SPECIFICS

A. SERVICE DESCRIPTION AND EXPECTED OUTCOME (SCOPE OF SERVICE)

Or ☑ See Attachment: A incorporated by this reference.

B. DELIVERABLES, MILESTONES & TIMELINE FOR PERFORMANCE

Or ☑ See Attachment: A Incorporated by this reference.

C. PERFORMANCE STANDARDS

Or ☑ See Attachment: A Incorporated by this reference.

D. PAYMENT SCHEDULE

Note: Dependent contractors are not permitted to work in excess of 40 hours per week

Is contractor a Community Based Organization (CBO)?

Yes ☐

No ☑

Or ☐ See Attachment: Incorporated by this reference.

SECTION VI: STANDARD PROVISIONS

Changes to the terms and conditions in this section require approval of County Counsel

A. ENTIRE AGREEMENT

This Agreement and its Appendices (if any) constitutes the final, complete and exclusive statement of the terms of the agreement between the parties. It incorporates and supersedes all the agreements, covenants and understandings between the parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

B. AMENDMENTS

This agreement may only be amended by a written instrument signed by the Parties.

C. CONFLICTS OF INTEREST

Contractor shall comply, and require its subcontractors to comply, with all applicable (i) requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code section 1090 et. seq., the California Political Reform Act (California Government Code section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations section 18700 et. seq.). Failure to do so constitutes a material breach of this Agreement and is grounds for immediate termination of this Agreement by the County.

In accepting this Agreement, Contractor covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of this Agreement. Contractor further covenants that, in the performance of this Agreement, it will not employ any contractor or person having such an interest. Contractor, including but not limited to contractor's employees and subcontractors, may be subject to the disclosure and disqualification provisions of the California Political Reform Act of 1974 (the "Act"), that (1) requires such persons to disclose economic interests that may foreseeably be materially affected by the work performed under this Agreement, and (2) prohibits such persons from making or participating in making decisions that will foreseeably financially affect such interests.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall, upon execution of this Agreement, provide the County with the names, description of individual duties to be performed, and email addresses of all individuals, including but not limited to Contractor's employees, agents and subcontractors, who could be substantively involved in "mak[ing] a governmental decision" or "serv[ing] in a staff capacity" and in that capacity participating in making governmental decisions or performing duties that would be performed by an individual in a designated position, (2 CCR 18700.3), as part of Contractor's service to the County under this Agreement. Contractor shall immediately notify the County of the names and email addresses of any additional individuals later assigned to provide such service to the County under this Agreement in such a capacity. Contractor shall immediately notify the County of the names of individuals working in such a capacity who, during the course of the Agreement, end their service to the County.

If the disclosure provisions of the Political Reform Act are applicable to any individual providing service under this Agreement, Contractor shall ensure that all such individuals identified pursuant to this section understand that they are subject to the Act and shall conform to all requirements of the Act and other applicable laws and regulations, including but not limited to those listed in subpart (ii) of the first sentence of this Section VI.C including, as required, filing of Statements of Economic Interests within 30 days of commencing service pursuant to this Agreement, annually by April 1, and within 30 days of their termination of service pursuant to this Agreement.

D. GOVERNING LAW, VENUE

This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in the County of Santa Clara.

E. ASSIGNMENT

No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other party.

F. ASSIGNMENT OF CLAYTON ACT, CARTWRIGHT ACT CLAIMS

Contractor assigns to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Contractor for sale to the County pursuant to this Agreement.

G. WAIVER

No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance. Any waiver granted by a party shall be in writing and shall apply to the specific instance expressly stated.

H. COMPLIANCE WITH ALL LAWS, INCLUDING NONDISCRIMINATION, EQUAL OPPORTUNITY, AND WAGE THEFT PREVENTION

(1) Compliance with All Laws. Contractor shall comply with all applicable Federal, State, and local laws, regulations, rules, and policies (collectively, "Laws"), including but not limited to the non-discrimination, equal opportunity, and wage and hour Laws referenced in the paragraphs below.

(2) Compliance with Non-Discrimination and Equal Opportunity Laws: Contractor shall comply with all applicable Laws concerning nondiscrimination and equal opportunity in employment and contracting, including but not limited to the following: Santa Clara County's policies for contractors on nondiscrimination and equal opportunity; Title VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973 (Sections 503 and 504); the Equal Pay Act of 1963; California Fair Employment and Housing Act (Gov. Code § 12900 et seq.); California Labor Code sections 1101, 1102, and 1197.5; and the Genetic Information Nondiscrimination Act of 2008. In addition to the foregoing, Contractor shall not discriminate against any subcontractor, employee, or applicant for employment because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political belief, organizational affiliation, or marital status in the recruitment, selection for training (including but not limited to apprenticeship), hiring, employment, assignment, promotion, layoff, rates of pay or other forms of compensation. Nor shall Contractor discriminate in the provision of services provided under this contract because of age, race, color, national origin, ancestry, religion, sex, gender identity, gender expression, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, or marital status.

(3) Compliance with Wage and Hour Laws: Contractor shall comply with all applicable wage and hour Laws, which may include but are not limited to, the Federal Fair Labor Standards Act, the California Labor Code, and, if applicable, any local minimum wage, prevailing wage, or living wage Laws.

(4) Definitions: For purposes of this Subsection H, the following definitions shall apply. A "Final Judgment" shall mean a judgment, decision, determination, or order (a) which is issued by a court of law, an investigatory government agency authorized by law to enforce an applicable Law, an arbiter, or arbitration panel and (b) for which all appeals have been exhausted or the time period to appeal has expired. For pay equity Laws, relevant investigatory government agencies include the federal Equal Employment Opportunity Commission, the California Division of Labor Standards Enforcement, and the California Department of Fair Employment and Housing. Violation of a pay equity Law shall mean unlawful discrimination in compensation on the basis of an individual's sex, gender, gender identity, gender expression, sexual orientation, race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964 as amended, the Equal Pay Act of 1963, California Fair Employment and Housing Act, or California Labor Code section 1197.5, as applicable. For wage and hour Laws, relevant investigatory government agencies include the federal Department of Labor, the California Division of Labor Standards Enforcement, and the City of San Jose's Office of Equality Assurance.

(5) **Prior Judgments, Decisions or Orders against Contractor: By signing this Agreement, Contractor affirms that it has disclosed any final judgments that (A) were issued in the five years prior to executing this Agreement by a court, an investigatory government agency, arbiter, or arbitration panel and (B) found that Contractor violated an applicable wage and hour law or pay equity law. Contractor further affirms that it has satisfied and complied with – or has reached Agreement with the County regarding the manner in which it will satisfy – any such final judgments.**

(6) Violations of Wage and Hour Laws or Pay Equity Laws During Term of Contract: If at any time during the term of this Agreement, Contractor receives a Final Judgment rendered against it for violation of an applicable wage and hour Law or pay equity Law, then Contractor shall promptly satisfy and comply with any such Final Judgment. Contractor shall inform the Office of the County Executive-Office of Countywide Contracting Management (OCCM) of any relevant Final Judgment against it within 30 days of the Final Judgment becoming final or of learning of the Final Judgment, whichever is later. Contractor shall also provide any documentary evidence of compliance with the Final Judgment within 5 days of satisfying the Final Judgment. Any notice required by this paragraph shall be addressed to the Office of the County Executive-OCCM at 70 W. Hedding Street, East Wing, 11th Floor, San José, CA 95110. Notice provisions in this paragraph are separate from any other notice provisions in this Agreement and, accordingly, only notice provided to the Office of the County Executive-OCCM satisfies the notice requirements in this paragraph.

(7) Access to Records Concerning Compliance with Pay Equity Laws: In addition to and notwithstanding any other provision of this Agreement concerning access to Contractor's records, Contractor shall permit the County and/or its authorized representatives to audit and review records related to compliance with applicable pay equity Laws. Upon the County's request, Contractor shall provide the County with access to any and all facilities and records, including but not limited to financial and employee records, that are related to the purpose of this Subsection H, except where prohibited by federal or state laws, regulations or rules. County's access to such records and facilities shall be permitted at any time during Contractor's normal business hours upon no less than 10 business days' advance notice.

(8) Pay Equity Notification: Contractor shall (1) at least once in the first year of this Agreement and annually thereafter, provide each of its employees working in California and each person applying to Contractor for a job in California (collectively, "Employees and Job Applicants") with an electronic or paper copy of all applicable pay equity Laws or (2) throughout the term of this Agreement, continuously post an electronic copy of all applicable pay equity Laws in conspicuous places accessible to all of Contractor's Employees and Job Applicants.

(9) Material Breach: Failure to comply with any part of this Subsection H shall constitute a material breach of this Agreement. In the event of such a breach, the County may, in its discretion, exercise any or all remedies available under this Agreement and at law. County may, among other things, take any or all of the following actions:
- (i) Suspend or terminate any or all parts of this Agreement.
- (ii) Withhold payment to Contractor until full satisfaction of a Final Judgment concerning violation of an applicable wage and hour Law or pay equity Law.
- (iii) Offer Contractor an opportunity to cure the breach.

(10) Subcontractors: Contractor shall impose all of the requirements set forth in this Subsection H on any subcontractors permitted to perform work under this Agreement. This includes ensuring that any subcontractor receiving a Final Judgment for violation of an applicable Law promptly satisfies and complies with such Final Judgment.

I. TERMINATION

☑ Standard Termination Language

The County may, by written notice to Contractor, terminate all or part of this Agreement at any time for the convenience of the County. The notice shall specify the effective date and the scope of the termination. In the event of termination, Contractor shall deliver to County all documents prepared pursuant to the Agreement, whether complete or incomplete. Contractor may retain a copy for its records. Upon receipt of the documents, Contractor shall be compensated based on the completion of services provided, as solely and reasonably determined by County.

-OR-

☐ Alternate Termination Language Attached as Exhibit _____, incorporated by this reference. (Requires County Counsel Approval)

J. BUDGET CONTINGENCY

This Agreement is contingent upon the appropriation of sufficient funding by the County for the services covered by this Agreement. If funding is reduced or deleted by the County for the services covered by this Agreement, the County has the option to either terminate this Agreement with no liability occurring to the County or to offer an amendment to this Agreement indicating the reduced amount.

K. COUNTY NO-SMOKING POLICY

Contractor and its employees, agents and subcontractors, shall comply with the County's No-Smoking Policy, as set forth in the Board of Supervisors Policy Manual section 3.47 (as amended from time to time), which prohibits smoking: (1) at the Santa Clara Valley Medical Center Campus and all County-owned and operated health facilities, (2) within 30 feet surrounding County-owned buildings and leased buildings where the County is the sole occupant, and (3) in all County vehicles.

L. FOOD AND BEVERAGES STANDARDS

Except in the event of an emergency or medical necessity, the following nutritional standards shall apply to any foods and/or beverages purchased by Contractor with County funds for County-sponsored meetings or events.

If food is to be provided, healthier food options shall be offered. "Healthier food options" include (1) fruits, vegetables, whole grains, and low fat and low calorie foods; (2) minimally processed foods without added sugar and with low sodium; (3) foods prepared using healthy cooking techniques; and (4) foods with less than 0.5 grams of trans fat per serving. Whenever possible, Contractor shall (1) offer seasonal and local produce; (2) serve fruit instead of sugary, high calorie desserts; (3) attempt to accommodate special, dietary and cultural needs; and (4) post nutritional information and/or a list of ingredients for items served. If meals are to be provided, a vegetarian option shall be provided, and the Contractor should consider providing a vegan option.

If pre-packaged snack foods are provided, the items shall contain: (1) no more than 35% of calories from fat, unless the snack food items consist solely of nuts or seeds; (2) no more than 10% of calories from saturated fat; (3) zero trans-fat; (4) no more than 35% of total weight from sugar and caloric sweeteners, except for fruits and vegetables with no added sweeteners or fats; and (5) no more than 360 mg of sodium per serving.

If beverages are to be provided, beverages that meet the County's nutritional criteria are (1) water with no caloric sweeteners; (2) unsweetened coffee or tea, provided that sugar and sugar substitutes may be provided as condiments; (3) unsweetened, unflavored, reduced fat (either nonfat or 1% low fat) dairy milk; (4) plant-derived milk (*e.g.*, soy milk, rice milk, and almond milk) with no more than 130 calories per 8 ounce serving; (5) 100% fruit or vegetable juice (limited to a maximum of 8 ounces per container); and (6) other low-calorie beverages (including tea and/or diet soda) that do not exceed 40 calories per 8 ounce serving. Sugar-sweetened beverages shall not be provided.

M. CONTRACTING PRINCIPLES

All entities that contract with the County to provide services where the contract value is $100,000 or more per budget unit per fiscal year and/or as otherwise directed by the Board, shall be fiscally responsible entities and shall treat their employees fairly. To ensure compliance with these contracting principles, all contractors shall: (1) comply with all applicable federal, state and local rules, regulations and laws; (2) maintain financial records, and make those records available upon request; (3) provide to the County copies of any financial audits that have been completed during the term of the contract; (4) upon the County's request, provide the County reasonable access, through representatives of the Contractor, to facilities, financial and employee records that are related to the purpose of the contract, except where prohibited by federal or state laws,
regulations or rules.

N. CALIFORNIA PUBLIC RECORDS ACT

The County is a public agency subject to the disclosure requirements of the California Public Records Act ("CPRA"). If Contractor's proprietary information is contained in documents or information submitted to County, and Contractor claims that such information falls within one or more CPRA exemptions, Contractor must clearly mark such information "CONFIDENTIAL AND PROPRIETARY," and identify the specific lines containing the information. In the event of a request for such information, the County will make best efforts to provide notice to Contractor prior to such disclosure. If Contractor contends that any documents are exempt from the CPRA and wishes to prevent disclosure, it is required to obtain a protective order, injunctive relief or other appropriate remedy from a court of law in Santa Clara County before the County is required to respond to the CPRA request. If Contractor fails to obtain such remedy within the time the County is required to respond to the CPRA request, County may disclose the requested information.

Contractor further agrees that it shall defend, indemnify and hold County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and attorney's fees) that may result from denial by County of a CPRA request for information arising from any representation, or any action (or inaction), by the Contractor.



O. THIRD PARTY BENEFICIARIES

This agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the parties.

P. INTELLECTUAL PROPERTY RIGHTS

Ownership: County shall own all right, title and interest in and to the Deliverables. For purposes of this Agreement, the term "Deliverables" shall mean any documentation and deliverables created by Contractor during the performance of services that are identified in this Agreement. Contractor hereby assigns to the County all rights, title and interest in and to any and all intellectual property whether or not patentable or registrable under patent, copyright, trademark or similar statutes, made or conceived or reduced to practice or learned by Contractor, either alone or jointly with others, during the period of Contractor's agreement with the County or result from the use of premises leased, owned or contracted for by the County.

Contractor acknowledges that all original works of authorship which are made by Contractor (either solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C. Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or delivered by Contractor, either solely or jointly with others, in connection with any agreement with the County.

Q. INTELLECTUAL PROPERTY INDEMNITY

Contractor represents and warrants for the benefit of the County and its users that, to its knowledge, as of the effective date of this Agreement, Contractor is the exclusive owner of all rights, title and interest in the Deliverables and/or services provided pursuant to this Agreement. Contractor shall defend, indemnify and hold the County harmless against any claim, action or litigation (including but not limited to all judgments, costs, fees, and reasonable attorney's fees) by a third party alleging the Deliverables and/or services provided pursuant to this Agreement infringe upon any intellectual property rights of third parties. This indemnity and duty to defend is in addition to and does not supersede the requirements stated in VII of this agreement.

R. OWNERSHIP RIGHTS TO MATERIALS/RESTRICTIONS ON USE

All materials obtained, developed or prepared by Contractor in the course of performing services hereunder, including but not limited to videotapes, audio recordings, still photographs, ads or brochures, and the derivative works, patent, copyright, trademark, trade secret or other proprietary rights associated therewith (collectively "Deliverables"), shall be the sole and exclusive property of the County. To the extent Contractor owns or claims ownership rights to said Deliverables, Contractor hereby expressly assigns all said rights, title, and interest in and to the Deliverables to the County pursuant to the terms and conditions of this Agreement and at no additional cost. The County has the exclusive royalty-free irrevocable right to duplicate, publish or otherwise use for any purpose, all materials prepared under this Agreement. If Contractor wishes to use the materials prepared hereunder for any purpose including but not limited to promotional, educational or commercial purposes, the Contractor shall obtain prior written authorization from the County, which consent may be withheld by the County in its sole discretion. Contractor acknowledges that all original works of authorship which are made by Contractor (solely or jointly with others) within the scope of this Agreement and which are protectable by copyright are "works made for hire," as that term is defined in the United States Copyright Act (17 U.S.C., Section 101), and shall belong solely to County. Contractor agrees that the County will be the copyright owner in all copyrightable works of every kind and description created or developed by Contractor, solely or jointly with others, in connection with any agreement with the County. If requested to, and at no further expense to the County, Contractor will execute in writing any acknowledgments or assignments of copyright ownership of such copyrightable works as may be appropriate for preservation of the worldwide ownership in the County and its nominees of such copyrights. This section shall apply to the extent not otherwise provided under this agreement.

S. COUNTY DATA

(1) Definitions: "County Data" shall mean data and information received by Contractor from County. County Data includes any information or data that is transported across a County network, or that resides in a County-owned information system, or on a network or system under the control and management of a contractor for use by County. "County Confidential Information" shall include all material, non-public information (including material, non-public County Data) appearing in any form (including, without limitation, written, oral or displayed), that is disclosed, directly or indirectly, through any means of communication by County, its agents or employees, to Contractor, its agents or employees, or any of its affiliates or representatives.

(2) Contractor shall not acquire any ownership interest in County Data (including County Confidential Information). As between Contractor and County, all County Confidential Information and/or County Data shall remain the property of the County. Contractor shall not, without County's written permission, use or disclose County Data (including County Confidential Information) other than in the performance of its obligations under this Agreement.

(3) Contractor shall be responsible for establishing and maintaining an information security program that is designed to ensure the security and confidentiality of County Data, protect against any anticipated threats or hazards to the security or integrity of County Data, and protect against unauthorized access to or use of County Data that could result in substantial harm or inconvenience to County or any end users. Upon termination or expiration of this Agreement, Contractor shall seek and follow County's direction regarding the proper disposition of County Data.

(4) Contractor shall take appropriate action to address any incident of unauthorized access to County Data, including addressing and/or remedying the issue that resulted in such unauthorized access, and notifying County by phone or in writing within 24 hours of any incident of unauthorized access to County Data, or any other breach in Contractor's security that materially affects County or end users. If the initial notification is by phone, Contractor shall provide a written notice within 5 days of the incident. Contractor shall be responsible for ensuring compliance by its officers, employees, agents, and subcontractors with the confidentiality, privacy, and information security requirements of this Agreement. Should County Confidential Information and/or legally protected County Data be divulged to unauthorized third parties, Contractor shall comply with all applicable federal and state laws and regulations, including but not limited to California Civil Code sections 1798.29 and 1798.82 at Contractor's sole expense. Contractor shall not charge County for any expenses associated with Contractor's compliance with these obligations.

(5) Contractor shall defend, indemnify and hold County harmless against any claim, liability, loss, injury or damage arising out of, or in connection with, the unauthorized use, access, and/or disclosure of information by Contractor and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the sole negligence or willful misconduct of personnel employed by the County.

T. PAYMENT TERM [NOT APPLICABLE TO COMMUNITY BASED ORGANIZATIONS – Describe payment terms for CBO's in Section V. (D) PAYMENT SCHEDULE]

The parties agree that the payment term shall be the term selected below and payment shall be due in accordance with the selected payment term. For example, if Contractor selects 2.25% 10 Net 45 as the payment term, payment shall be due 10 days from the date the County approves the invoice, instead of 45 days, and the County shall take a discount of 2.25% of the total amount of the invoice. Payment is deemed to have been made on the date the County mails the warrant or initiates the electronic fund transfer.

- ☐ 2.25% 10 Net 45 (provides 35 days of cash acceleration)
- ☐ 2.00% 15 Net 45 (provides 30 days of cash acceleration)
- ☐ 1.75% 20 Net 45 (provides 25 days of cash acceleration)
- ☐ 1.33% 25 Net 45 (provides 20 days of cash acceleration)
- ☐ 1.00% 30 Net 45 (provides 15 days of cash acceleration)
- ☐ Net 45 (full payment)

Note: Payment term will default to "Net 45 (full payment)", if no other term was selected.

Notwithstanding the option selected above, the parties agree that at any time during the contract term, either party may initiate an early payment discount on an invoice-by-invoice basis utilizing the Dynamic Discounting functionality of the Ariba Network. Contractor must have a registered account on the Ariba Network to utilize this functionality.

U. CONTRACT EXECUTION

Unless otherwise prohibited by law or County policy, the parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by the County.

V. LIVING WAGE (IF APPLICABLE)

Unless otherwise exempted or prohibited by law or County policy, where applicable, Contractors that contract with the County to provide Direct Services developed pursuant to a formal Request for Proposals process, as defined in County of Santa Clara Ordinance Code Division B36 ("Division B36") and Board Policy section 5.5.5.5 ("Living Wage Policy"), and their subcontractors, where the contract value is $100,000 or more ("Direct Services Contract"), must comply with Division B36 and the Living Wage Policy and compensate their employees in accordance with Division B36 and the Living Wage Policy. Compliance and compensation for purposes of this provision includes, but is not limited to, components relating to fair compensation, earned sick leave, paid jury duty, fair workweek, worker retention, fair chance hiring, targeted hiring, local hiring, protection from retaliation, and labor peace. If Contractor and/or a subcontractor violates this provision, the Board of Supervisors or its designee may, at its sole discretion, take responsive actions including, but not limited to, the following:

(a) Suspend, modify, or terminate the Direct Services Contract.
(b) Require the Contractor and/or Subcontractor to comply with an appropriate remediation plan developed by the County.
(c) Waive all or part of Division B36 or the Living Wage Policy.

This provision shall not be construed to limit an employee's rights to bring any legal action for violation of the employee's rights under Division B36 or any other applicable law. Further, this provision does not confer any rights upon any person or entity other than the Board of Supervisors or its designee to bring any action seeking the cancellation or suspension of a County contract. By entering into this contract, Contractor certifies that it is currently complying with Division B36 and the Living Wage Policy with respect to applicable contracts and warrants that it will continue to comply with Division B36 and the Living Wage Policy with respect to applicable contracts.

SECTION VII: INSURANCE/INDEMNIFICATION

Independent Contractors shall comply with the County's insurance and indemnification requirements as indicated below. These requirements do not apply to Dependent Contractors.

A. TYPE OF INSURANCE LANGUAGE

☑ The following standard insurance and indemnification language is attached and incorporated into this agreement:

Insurance Exhibit Name: Exhibit B-2C: Insurance Req. for Std. Service Contracts up to $10,000

☐ Modification or Waiver Attached (if appropriate)

B. DETERMINATION OF INSURANCE REQUIREMENTS AND WAIVER DECLARATION

Workers Compensation: Does the contractor have employees? If "YES", then, WORKER'S COMPENSATION/EMPLOYER'S LIABILITY INSURANCE IS REQUIRED.	Yes
Owned Auto Insurance: Will the contractor use any owned autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR OWNED AUTOS IS REQUIRED.	No
Hired Auto Insurance: Will the contractor use any hired autos in the provision of direct services, such as transporting clients in autos or operating autos in performance of the work itself? If "YES", then INSURANCE FOR HIRED AUTOS IS REQUIRED.	No
Non-owned Auto Insurance Will the contractor be using any non-owned autos in the provision of direct services, such as transporting clients in non-owned autos or operating non-owned autos in performance of the work itself? If "YES" then, INSURANCE FOR NON-OWNED AUTOS IS REQUIRED.	No

When "NO" is checked, this declaration will serve as a waiver for the specified type of insurance.

SECTION VIII: FEDERAL/STATE REQUIRED PROVISIONS

(Examples include Drug-free Workplace Activity, Health Insurance Portability and Accountability Act (HIPAA), Business Associate Language, etc.)

☐ **A. Federal Required Language Attached**
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

☐ **B. State Required Language Attached**
Only add special language if services included in the contract require language different from or in addition to that in Section VI.

Exhibit Name:

The Exhibits named above are attached and incorporated by this reference.

SECTION IX: ADDITIONAL ATTACHED EXHIBIT(S)

Attachments and exhibits that conflict with County standard provisions or require risk assessment must be approved by County Counsel. Examples of attachments that require County Counsel approval are:

1) Contractor's terms and conditions that are different than, or add to the standard provisions' language,
2) Any changes to the language in Section VI—Standard Provisions.

Exceptions to County Counsel review include attachments that further explain the Contract Specifics as outlined in Section V, and insurance exhibits.

Exhibit C: Tuberculosis Clearance

☑ **Exhibit Name (s)**

The Exhibits named above are attached and incorporated by this reference.

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CONTRACTOR: Alum Rock Union School District

PROGRAM NAME: Differential Response Prevention Pathway Referral Program

1. PURPOSE

This is a no-cost Memorandum of Understanding (MOU) between the County of Santa Clara (County), by and through the Social Services Agency (SSA) and Alum Rock Union School District (District). This MOU pertains to a collaborative endeavor between the County and District to make Differential Response (DR) Program services available to students of the District. This collaboration is aimed at providing children and their families with the most appropriate, and least restrictive evidence-based interventions to prevent child abuse and/or neglect. Services shall be provided by organizations under contract with County. This MOU states the specific responsibilities of each party.

2. TERM OF CONTRACT

The term begins upon execution of the contract and expires on June 30, 2025, unless terminated earlier or otherwise amended.

3. PROGRAM OVERVIEW

a. Differential Response (DR) Program is a coordinated partnership between the County of Santa Clara, Department of Family and Children's Services (DFCS), the Behavioral Health Services Department (BHSD), contracted community-based providers, and the District, that responds to reports of children and their families who present risk factors. DFCS and BHSD services focus on identifying the safest, most appropriate, and least restrictive evidence-based interventions to prevent future abuse and/or neglect. At the time of referral, DR will provide families with different levels of intervention with each level designed to meet the individual needs of the family and child based on risk and the safety factors present. Depending on the child's age, maturational level, culture, family values and structure, developmental stage, cognitive functioning and physical health the interventions selected will address the immediate crisis in the effort to avoid escalation that requires child welfare involvement and court intervention. Services are voluntary, short-term for an average of six months, and may be intensive or non-intensive depending on the needs of the child(ren).

b. DR Program offers multiple pathways for families and the District will benefit directly from the DR Prevention Pathway. DR Prevention Pathway services are offered to families who have been identified to be at risk but have NO involvement with the Santa Clara County child welfare system. Some factors that place children at risk of child abuse/neglect may include but are not limited to poverty, chronic school absenteeism, homelessness, substance abuse and/or domestic violence. The DR Prevention Pathway focuses on providing community-based services and supports to families who may be at risk of being referred/reported to the Santa Clara County child welfare system but have no current involvement (i.e. no pending report to the Child Abuse & Neglect Center (CANC), no pending child abuse investigation and/or open child welfare voluntary or court mandated case). Participation in Prevention services is voluntary, and families may refuse services at any time.

4. PROGRAM GOALS

The DR Prevention Pathway program intends to achieve the following outcomes:

a. Address the needs of families who are at risk of entering the DFCS system by connecting them to supportive community-based services prior to coming to the attention of DFCS;
b. Identify and advocate for culturally sensitive services, supports, practices and traditions to meet the family's needs;
c. Increase positive family engagement, involvement, and experience of care;
d. Increase safety and protection of the most vulnerable children;
e. Maintain children safely in their home with community support and services in the effort to avoid court intervention;
f. Increase family and community understanding and commitment to the protection of children;
g. Decrease the likelihood that a family will have a child enter into the child welfare system in the future;
h. Increase natural networks of supportive relationships;
i. Reduce/prevent incarceration/Juvenile Justice involvement;
j. Reduce disparities in service access;
k. Engage children, youth, and families who have not benefited from traditional outpatient mental health services due to complex risk factors including substance abuse, community violence, interpersonal family violence, general neglect, and exposure to trauma.
l. Reduce subjective suffering from mental illness as a result of abuse or neglect.
m. Increase school engagement, attendance, and achievement.
n. Reduce homelessness and increase safe and permanent housing.
o. Reduce psychiatric hospitalization admissions.
p. Increase access to substance abuse treatment.

5. **PROGRAM SERVICE PROVIDERS**

The COUNTY contracts with the following for DR Prevention Pathway providers - Seneca Family of Agencies, Gardner Health Network, Rebekah Children's Services, and Uplift Family Services.

6. **PROGRAM SERVICES**

Services include the following:

a. **Pre-Referral Service Activity -** Participation in a school meeting such as but not limited to a Multi-Disciplinary Evaluation (MDE) for an Individualized Education Plan assessment/re-assessment or a Section 504 Plan, Student Study Team (SST), or a Child and Family Teaming (CFT).
b. **Engagement, Intakes and Opening Activity –** The DR provider is to proactively engage the child/family in services within 10 calendar days of receipt of the referral with intake completion.
c. **Assessment** - Completion of a bio-psycho-social assessment of the family unit utilizing an evidenced-based assessment tool provided by the County. The assessment helps to determine the risk factors and identify areas of strengths, stress and needs of the referred children and their families. It further assists to measure family functioning by assessing such factors as environment, parental capabilities, family interactions, family safety, child well-being, self-sufficiency, family health, social/community life, and trauma.

d. **Case Planning** - Based on the results of the assessment, the assigned DR Prevention Pathway provider develops a customized case plan utilizing the principles of Safety Organized Practice (SOP) and Child and Family Practice Model (CFPM) to address the child and family's needs. The case plan involves the family and is sensitive to language, cultural, religious, and ethnic values when developing the family plan and making referrals for services.

e. **Case Management Services** - Provision of case management services to referred clients that includes client engagement, assessment, and case planning in order to coordinate, monitor, evaluate and advocate for the identified service interventions to meet the specific goals and needs of the child(ren) and families.

f. **Mental Health Services** - Specialty Mental Health Services for Medi-Cal eligible families who meet medical necessity. Specialty Mental Health Services are designed to improve family functioning by correcting the mental health and emotional well-being needs of children and youth who meet medical necessity criteria. Some of the services include, but are not limited to, individual therapy, group therapy, family therapy, collateral services, case management services, crisis counseling, individual rehabilitation, and psychiatric medication evaluation and monitoring services. DR provider will offer treatment to youth who are diagnosed and meet the criteria of medical necessity and agree to avail of such services and their caregiver. These services are provided in-home, in community or other locations deemed appropriate by the child, family and DR Prevention Pathway clinician. Therapy is short-term, brief, and intensive for up to 6 months as determined by Evidenced Based Practice (EBP), Promising Practice (PP) treatment models and Trauma-Informed Practices. Additional time of up to 9 months may be required for family crises, hardships, or with clinical justification.

g. **Care Coordination Services –** Provision of care coordination services to clients who are assessed to be in need of diagnosis for medical condition and as a result thereof, may need specialty mental health services, which include psychiatric treatment and medication management. If needed, special support is given to coordinate this care with the private/primary mental health provider in a comprehensive manner to assist in the provision of services to the youth and family.

h. **Brokerage Services –** Linking families to community resources that support their assessed needs include, but are not limited to:
   1) Substance abuse and domestic violence interventions
   2) High-quality childcare and preschool
   3) Enrollment in health insurance and access to health care
   4) Financial assistance/Budgeting/ DEBS
   5) Mental health services
   6) Housing referrals
   7) Immigration assistance
   8) Parenting education
   9) Household management
   10) Education system help
   11) Medical/Dental health services
   12) Family therapy
   13) Transportation needs
   14) Parent education programs and parent coaching groups.

i. **Non-Clinical Mental Health Services –** Provision of non-clinical health services that are therapeutic and rehabilitative activities and support the client's behavioral health concerns,

without the use of psychotherapy and medication. Some of the services include, but are not limited to, the following:

1) Mentoring Programs
2) Outpatient individual, family and/or group
3) Counseling
4) Parent education/coaching and management training
5) Parent-to-Parent Support
6) Crisis Intervention
7) Plan Development

7. DEPARTMENT OF FAMILY AND CHILDREN'S SERVICES RESPONSIBILITIES

a. Referrals Criteria - The DFCS DR Resource Coordinators will work closely with a District designee to identify appropriate referrals that meets two or more of the following agreed upon student criteria and risk factors from numbers 3-10:
   1) Family resides in Santa Clara County with a child(ren) ages 0-17 (this criterion must be met). Children who participate in the DR Prevention Pathway will be District's students or their siblings.
   2) Family has no current involvement with the child welfare system (this criterion must be met and will be verified by the DR Coordinators).
   3) Student identified as chronically absent from school or truant.
   4) Student identified to display on going behavioral outbursts that impact their learning.
   5) Students identified to be disengaged from school as evidenced by their lack of academic achievement.
   6) Parents or caregivers who are disengaged from their child's school and progress.
   7) Designated as homeless or enrolled in the McKinney-Vento Program.
   8) Family is identified to be struggling with issues related to substance abuse, domestic violence, chronic high stress, or to have experienced trauma.
   9) Families struggling with mental health concerns such as but not limited to depression, anxiety and/or history of self-harm behavior/thoughts. Children who are experiencing physical, social, behavioral and emotional distress and in need of mental health services.
   10) Not currently receiving, or better served by, behavioral health services from another program [i.e. School Linked Services (SLS), Outpatient Mental Health (OP), Prevention & Early Intervention (PEI) etc.].

b. District will first request consent from the parent or legal caregiver to make the referral. Upon receiving a formal referral from District, the DFCS Resource Coordinator will screen for appropriateness and forward to the DR Provider that can best meet the unique needs of the student and/or family.

c. Referrals to the DR program shall not be made in lieu of making a mandated suspected child abuse or neglect report to the Child Abuse and Neglect Center (CANC) at (833) SCC-KIDS or law enforcement, consistent with the provisions of the Child Abuse and Neglect Reporting Act [Penal Code 11164-1174.3].

d. Referrals with approved consent from the parents or legal caregivers will be forwarded to the County's DR provider within 10 business days of the receipt of the referral by the DR Resource Coordinator. The referral will contain the family's information along with a summary of the family's needs and the signed consent by the parent or legal caretaker.

e. Referrals will be managed through the DR database, Families Engaging in New Interventions and Community Services (FENICS) and distributed to DR provider. The DR provider shall collect various levels of data and input information into the FENICS database.

f. The DR provider will make the initial contact with families within 3 days from the time the agency receives the referral. The initial contact can include various methods such as but not limited to phone calls, in person visits, warm handoffs with the referent, text, email, and/or announced or unannounced home visits. The DR provider is to use different methods of contact to engage families. The provider is to make at least 4 contact attempts with the family for purposes of engaging the family in services prior to closing the referral. If unable to contact the family, the DR provider is to loop back with the referent and DR Resource Coordinators to ask for assistance in engaging the family.

g. DR services are to be provided in the home as well as in other community settings. The provider staff may also meet with clients and their families at District's school sites.

h. DFCS DR Coordinator shall ensure that all staff of the DR provider assigned to have direct contact with the referred children comply with the following requirements:
   1) Undergo background clearance and Live Scan and results thereof must be favorable;
   2) Submit to an examination by a physician or surgeon, withing execution of this agreement, or if previous contractor to the District, within the last four years, and each such person is free of tuberculosis. The DR provider shall complete the attached Exhibit C: Tuberculosis Clearance of this agreement;
   3) Undergo and clear the Diana Screen to keep the children and teens safe from any sexual abuse and sexual boundary violations; and
   4) Are licensed and receive training as required by applicable law.

i. Feedback regarding engagement to the referent, contractor and DR Resource Coordinator via written email will take place in 5 days from the date of the referral and will be the responsibility of the DR provider. Feedback is to include the name of the DR staff/clinician assigned to the child(ren). Feedback must be documented in the case file/FENICS and include outcomes of the contact with family as well as any next steps. Phone calls to the referent will not take the place of written communication.

j. DFCS will provide quarterly data reports to the District summarizing number of clients referred, declined, clients closed as a referral, case openings, services provided and case closure outcomes. It will be the responsibility of the District to provide school specific data to the principal of each school site.

8. DISTRICT'S RESPONSIBILITIES

a. Identify children and their families from the participating schools Adelante Dual Language Academy, Adelante Dual Language Academy II, Aptitud Community at Goss, Cassell Elementary, Chavez Elementary, Cureton Elementary, Dorsa Elementary, George Middle School, Hubbard Media Arts Academy, Linda Vista Elementary, L.U.C.H.A Elementary, Lyndale Elementary, McCollam Elementary, Meyer Elementary, Ocala STEAM Academy, Painter Elementary, Renaissance at Fischer, Renaissance at Mathson, Russo McEntee Academy, Ryan STEAM Academy Academy, San Antonio Elementary, Sheppard Middle School , or other schools in the District as identified by DFCS in collaboration with the District, that meet the above eligibility criteria.

b. Complete the DR Referral form and submit to the DR Coordinator via secure email or fax.

c. The District will provide families with a written consent form in their preferred language, translated in Spanish, English and Vietnamese. The written consent discloses that the parent and or guardian gives consent to the DFCS to forward their information to a DR provider for the

purpose of receiving DR services as well as information regarding data to be shared between the District and the DFCS. See letters g-h.

d. The District is to schedule collaborative meetings between the District representative and the DFCS to discuss program progress, operational processes and program improvements.
e. The District will utilize a Multi-tiered Systems of Support (MTSS) structure to identify the appropriate tier placement in order to ensure students' academic, behavioral and social success.
f. The District will create brochures and/or pamphlets in collaboration with the DFCS and make them available to inform families in English/Spanish/Vietnamese about the availability of DR services and the assistance provided to families through these services. Brochures and pamphlets should be revised as needed to ensure information is accurate and up to date, including contact information, website, hours, and operation of services.
g. The District will complete an assessment of the child to determine DR eligibility based on the appropriate level of care needed based on the child's individual needs utilizing an evidenced-informed assessment tool co-created by the District and DFCS.
h. The District will put a tracking mechanism in place and is to provide DFCS with an accurate monthly client list of unique and unduplicated families referred, in compliance with the Federal Educational Rights and Privacy Act ("FERPA") and applicable privacy laws. The client list must include sufficient information to outline the identifying information of each family referred including, but not limited to:
    1) Name client served;
    2) Date of birth of client served;
    3) Referred date of when referral was submitted for services;
    4) Zip code of family served (if available);
    5) Race/ethnicity and primary language of family served (if available);
    6) Names and DOB siblings and their school placement.
    7) Referent Information that includes name, phone number and email;
    8) The District is to ensure the development and use of a referral tracking mechanism to ensure all referrals are accounted for and responded to that includes the latter information.
    9) Other data points as identified by the DFCS.
    10) The District will measure the following student specific data points pre- and post-DR Prevention Services: Data points will be decided on in collaboration with the DFCS (i.e. absenteeism, truancy, academic performance such as but not limited to grade level reading and math.

9. CONTRACT REPRESENTATIVES

a. DISTRICT designates Norma Flores, Director of Student Services, as the DISTRICT'S representative for the purpose of performing the services as required by this Contract. Unless otherwise indicated in writing, the above names person has the primary authority and responsibility to carry out this Contract.

b. COUNTY designates Rocio Abundis, DFCS Prevention Bureau Manager, or designee, as the representative for the purpose of managing the services performed pursuant to this Contract.

10. NOTICES

All notices prescribed by this Contract will be in writing and deemed effective if sent by certified mail or registered mail and properly deposited with the United States postal Service, postage prepaid with return receipt requested and addressed as follows:

a. To COUNTY:
Social Services Agency
Office of Contracts management
333 W. Julian Street
San Jose, California 95110-2335

b. To DISTRICT:
Alum Rock Union School District
Norma Flores, Director of Student Services
2930 Gay Ave.
San Jose, CA 95127

11. COUNTY'S CONTRACT TRANSITION PROCESS

CONTRACTOR agrees to provide all information deemed necessary by the County for use in subsequent procurement cycles, consistent with FERPA and all applicable privacy laws.

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: October 11, 2021

Subject: **School-sponsored Field Trip List**

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: Staff recommends approval of out-of-county and overnight school-sponsored field trips.

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

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

To the Board of Trustees: Meeting: October 14, 2021

Recommended Approval

10.09

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Doc ID: 4950a2d522742aaa7aab6a0ba0a4404b597f7aa6

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

STATE & FEDERAL PROGRAMS

School-Sponsored Field Trip Information Sheet

Overnight Field Trips are in BOLD Field Trips for Board Approval:

School	Field Trip Event	City, and County	Date	Grade	# of Classes/ Students	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	11/8-11/10/2021	Saratoga, CA	11/8/21	5th &6th	2 classes / 66 students	PTA	explore hands-on learning while exposing students to new environments
Adelante II	11/8-11/10/2021	Saratoga, CA	11/8/21	5th/6th/ 7th	3 classes/ 39 students	PTA	explore hands-on learning while exposing students to new environments