ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
November 18, 2021

Thursday, November 18, 2021
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #10-21/22
The November 18, 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 REAL TIME 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://arusd-org.zoom.us/j/86299854771
One tap mobile
+16699006833, Meeting ID:862 9985 4771# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. SPECIAL PRESENTATION-DISCUSSION, CONSIDERATION AND ACTION

2.01 Special Education Board Overview Presentation.

3. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

3.01 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.

4. COMMENTS AND COMMUNICATION

4.01 Alum Rock Administrator's Association (ARAA).

4.02 Teamsters.

4.03 California School Employee's Association (CSEA).

4.04 Alum Rock Educator's Association (AREA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2020- June 30, 2023.

5.02 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2020- June 30, 2023.

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

6.01 Strategic Plan Update (Information Only).

6.02 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 November 18 – December 17, 2021.

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

7.01 California Department of Education Expenditure Quarterly Reports, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan (Information Only).

7.02 Approve California Department of Education Agreement for Child Development Services, at Dual Immersion Preschools, Adelante I and Adelante II.

7.03 Addressing the Whole Child - Academic Progress, Interventions and Social Emotional Supports (Information Only).

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

8.01 Resignations (Information Only).

8.02 Certificated Substitute Pay Rates Effective November 19, 2021 (Information Only).

8.03 Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2020 to June 30, 2023.

8.04 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2020 – June 30, 2023.

9. CONTRACT EXTENSIONS OVER $100,000--BOARD DISCUSSION AND/OR ACTION.

9.01 Approve the Contract Extension with AchieveKids for the 2021-2022 SY. This contract is for nonpublic school placement of severely disabled students. Submitted by: Special Education, $67,662 dollars.

9.02 Approve the Contract Extension with Beacon Non-Public School for the 2021-2022 SY. This contract is for recommended nonpublic school placement of students who are severely disabled and reside in Alum Rock District. Submitted by: Special Education, $52,800 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: October 14, 2021, Regular Board Meeting and October 26, 2021, Special Board Meeting.

10.02 Approve Contracts for Professional Services -Firms/Organizations.

10.03 Approve Acceptance of Donations.

10.04 Approve Acceptance of Vendor & Payroll Warrants.

10.05 Approve Fundraising Activities.

10.06 Approval of Annual Developer Fees 2020-2021.

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

10.08 Approve Resolution No. 15-21/22 Inventory Disposal.

10.09 Approve/Ratify Notices of Employment and Changes of Status/November 18, 2021.

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

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

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

11.06 PUBLIC EMPLOYEE PERFORMANCE EVALUATION Title: Superintendent.

11.07 PUBLIC EMPLOYMENT/PUBLIC EMPLOYEE APPOINTMENT Title: Superintendent.

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 December 16, 2021 (2021-22 School Year).

2.01

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: Special Education Board Overview Presentation.

Information Only

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

To the Board of Trustees: Meeting: November 18, 2021
Regular Board Meeting

Information

2.01

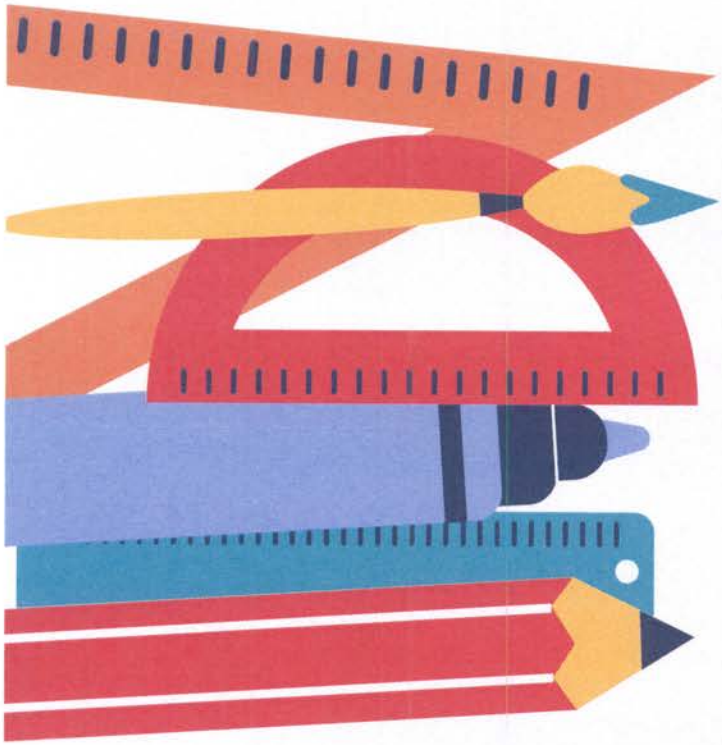
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____



Special Education

ARUESD

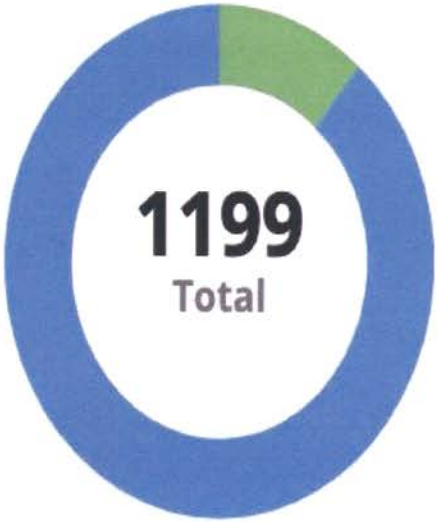
Overview

Staff:

Director
Program Specialists- 2
Speech Therapists-19
School Psychologists- 13
Paraprofessionals- 98
Special Ed Teachers- 72
Early Learning Specialist- 1
APE Specialists- 3
Occupational Therapists-2
ABA Providers-10
Behavior Specialists- 4
Therapists-3
Nurse- 1

Students

As of 10/6/21



1064
Eligible

135
Pending

Programs

District	County	Non-Public School (NPS)
RSP Elementary RSP Middle School SDC non-categorical (K-8) SDC categorical (K-8, autism, ED, ID) Preschool	School for the Blind Basic/Autism SDC Medically Fragile SDC Therapeutic Program School for the Deaf	Achieve (3) Beacon (2) *most are move-ins

Services

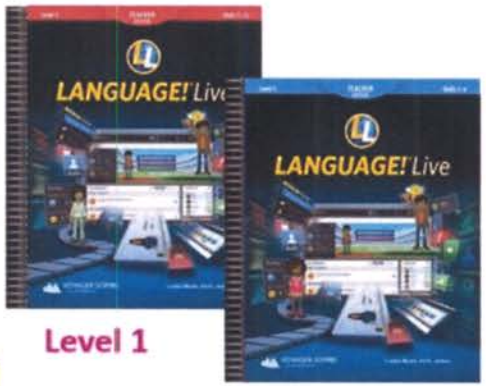
District	Contracted	SELPA
Specialized Academic Instruction	Occupational Therapy	Vision Services
Speech and Language Therapy	ABA	Orientation and Mobility Services
Adapted Physical Education	Individual and Group Counseling	Deaf and Hard of Hearing
Behavior Supports		

Curriculum

Read Well

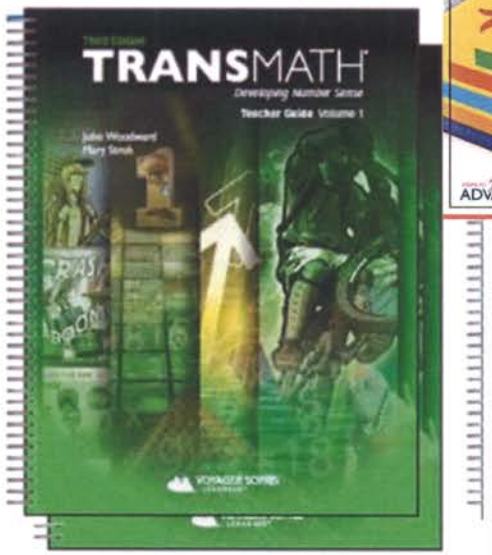


Language Live

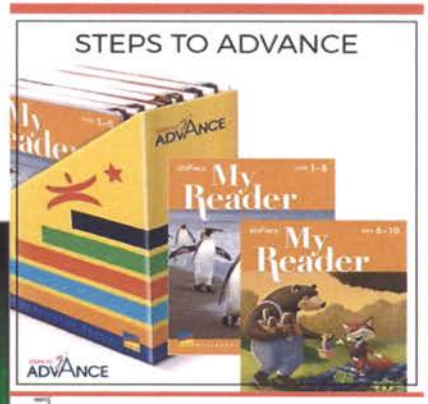


Level 1

TransMath



Steps to Advance



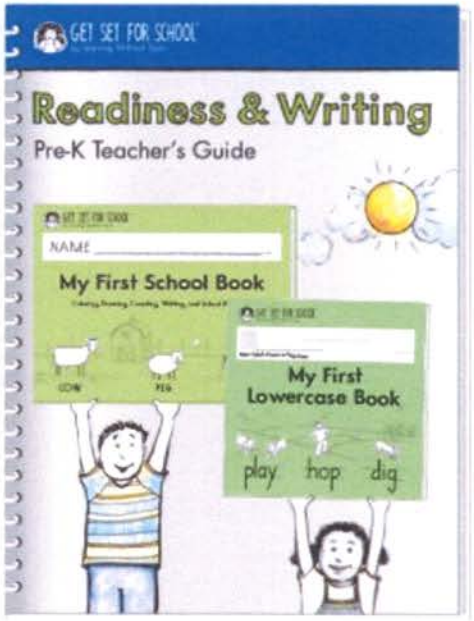
Additional Curriculum:

- Unique
- Striving Readers

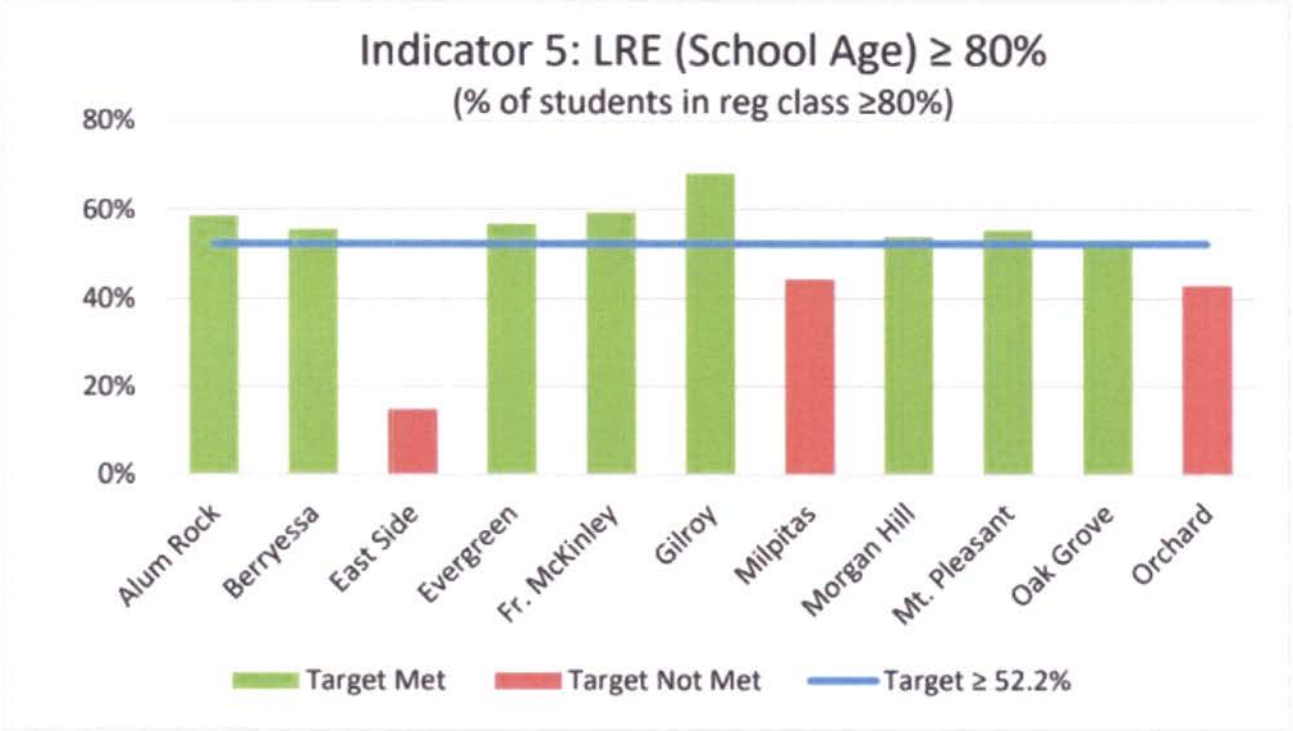
Preschool Curriculum

Math Shelf

Math Shelf
Get Set for School curriculum
Handwriting without tears



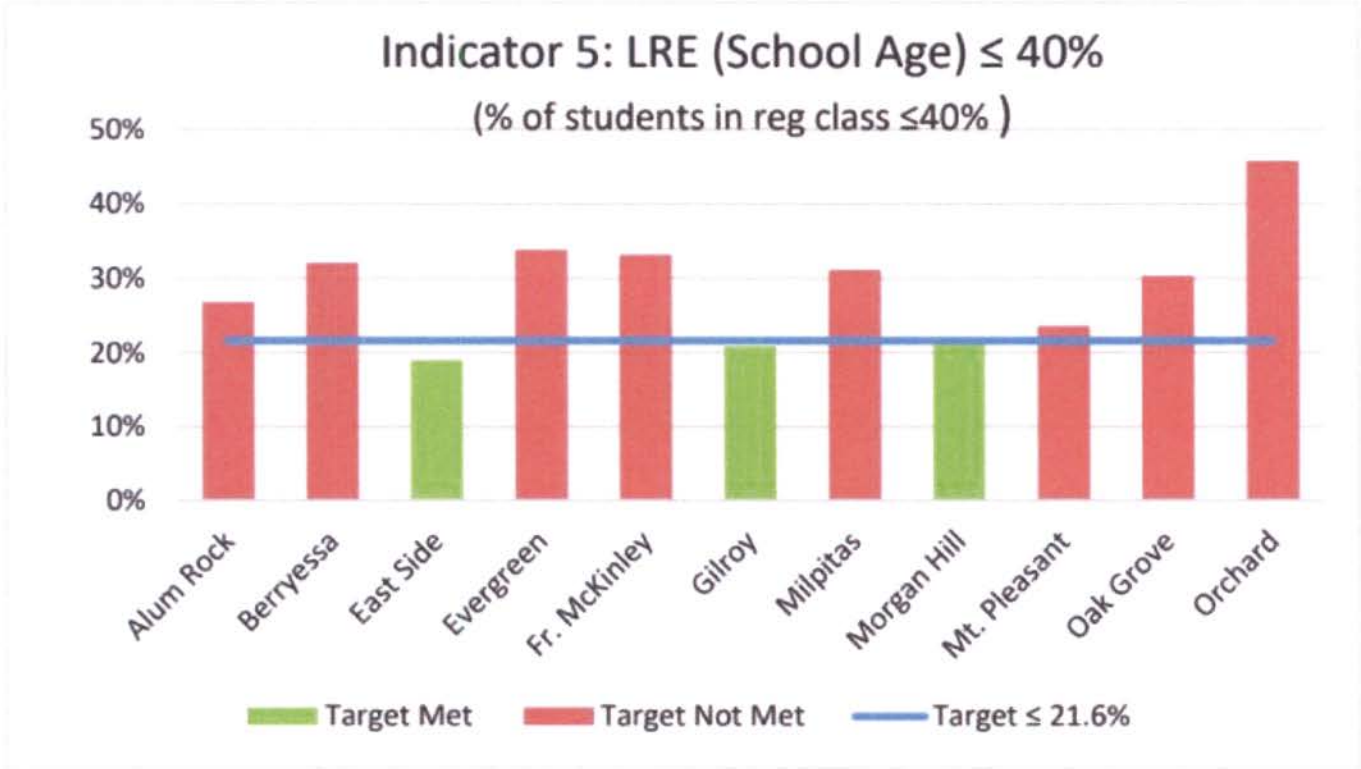
LRE Data- 80%



Students who are in a regular (general education) classroom 80% of the time or more.

*** This generally applies to RSP students

LRE Data- 40%

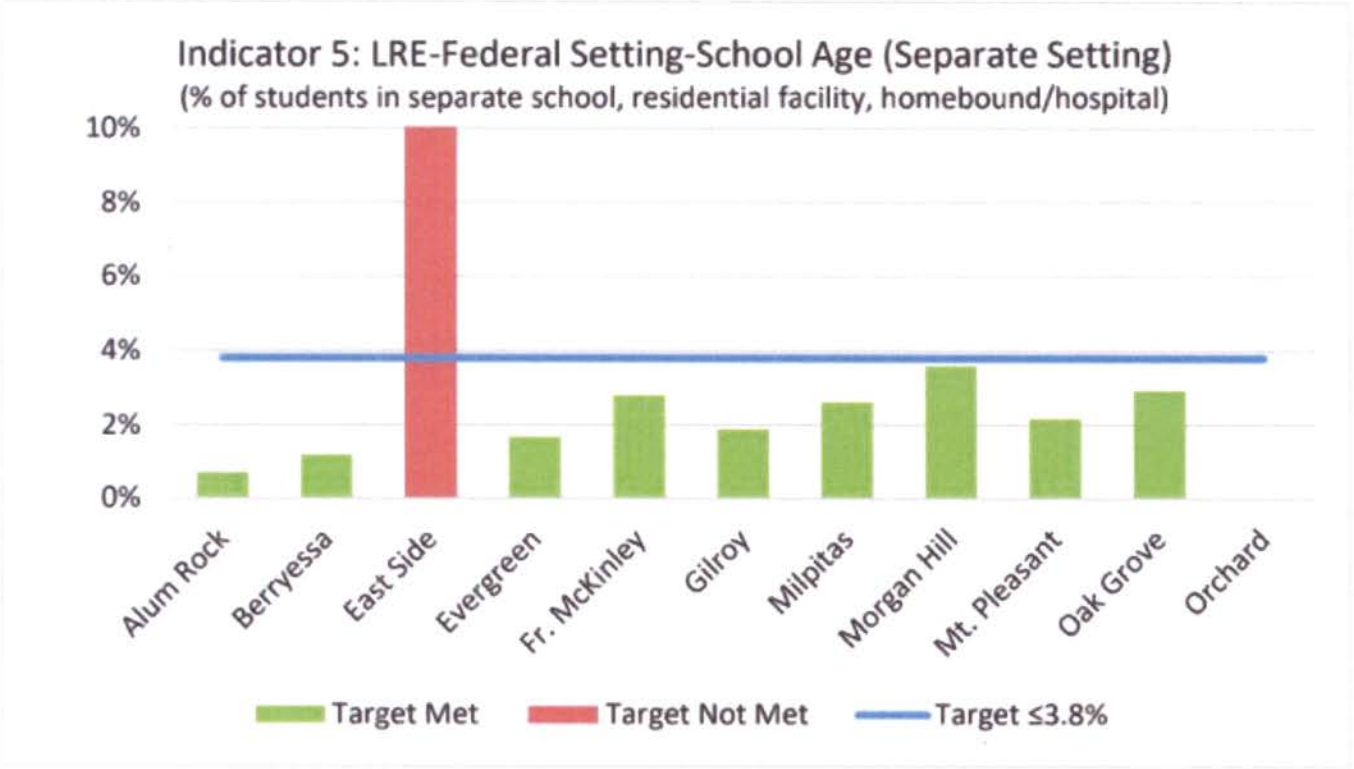


Students who are in a regular (general education) classroom 40% of the time or more.

**This generally applies to SDC students.

The goal is to increase mainstreaming opportunities for all of our students regardless of placement

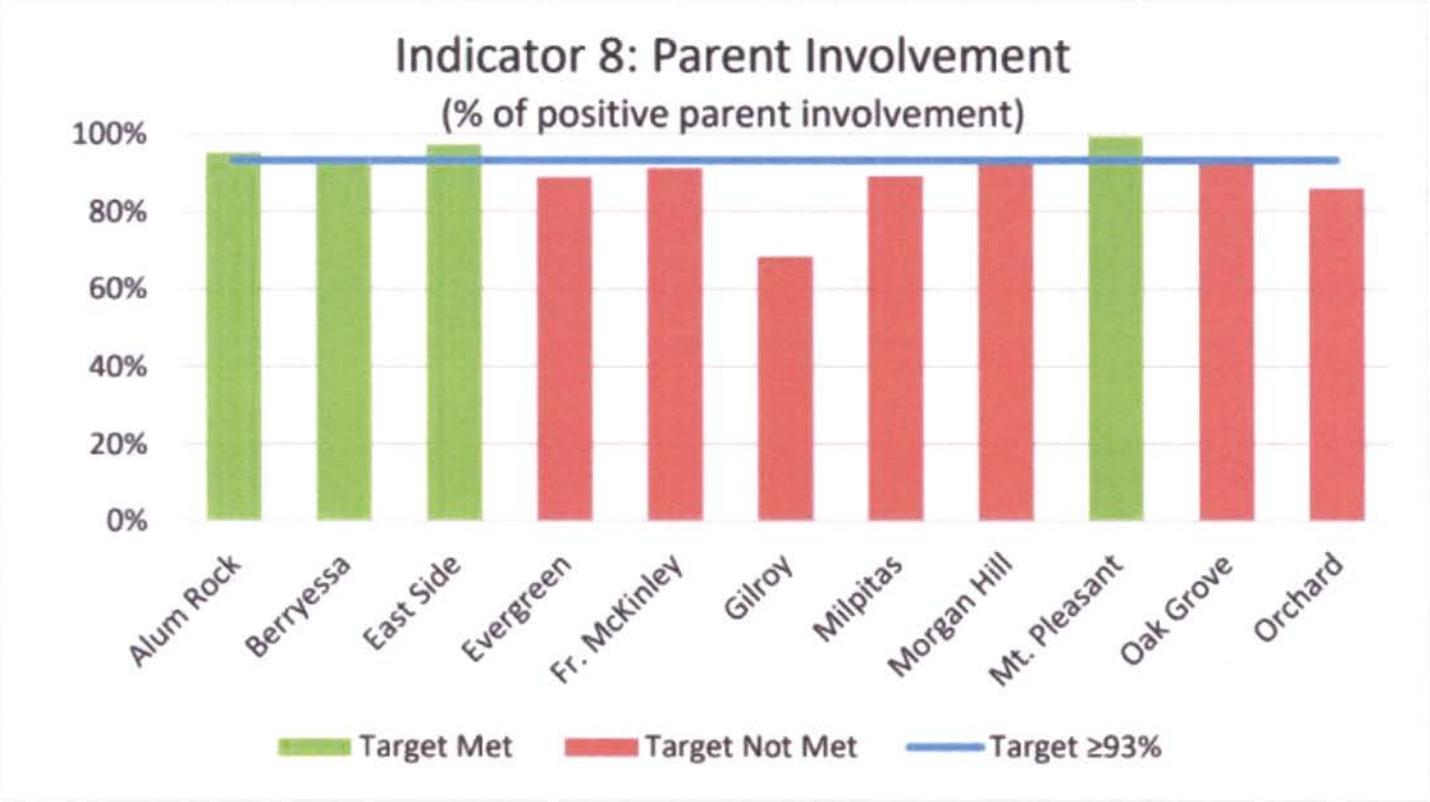
LRE Data- Separate School



Students who are attending a separate school such as an NPS students.

We currently have students at Achieve Kids, Beacon

Parent Involvement



Parents are asked through the IEP process for their input and to provide feedback on their experience with the process.

CA Dashboard (ELA)

Students with Disabilities

Student Group | State



Red

123.1 points below standard

Maintained -2.5 Points

Number of Students: 858

2017

Students with Disabilities

Student Group | State



Orange

120.1 points below standard

Increased 3.1 Points ⓘ

Number of Students: 798

2018

Students with Disabilities

Student Group | State



Orange

106.4 points below standard

Increased 7.1 Points ⓘ

Number of Students: 827

2019

CA Dashboard (Math)

Students with Disabilities

Student Group | State



Red

123.1 points below standard

Maintained -2.5 Points

Number of Students: 858

2017

Students with Disabilities

Student Group | State



Orange

140.4 points below standard

Increased 4.6 Points ⓘ

Number of Students: 796

2018

Students with Disabilities

Student Group | State



Orange

129.4 points below standard

Increased 6.1 Points ⓘ

Number of Students: 820

2019

Learning Recovery Plan

The Learning Recovery Plan outlines how Alum Rock will support students with disabilities in addressing the impact of school closures and the return to in-person instruction:

- Academic Support:
  - UDL Associate Credentials for Staff
  - Targeted Software Interventions
  - Inclusion Collaborative
  - Assessment Supports
- Social-Emotional Support:
  - Inclusion Collaborative
  - Support Staff

Thank You!

CDE Compliance Review: 100% Compliance

In education, it definitely takes a village. I'd like to thank our students and their families, and the special education staff for their invaluable support, resilience, hard work, and dedication!

Policies and Procedures Review

Approval

All policies and procedures protocols are compliant.

Student Level Review

Approval

All student level protocols are compliant.

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

5.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2020-June 30, 2023.**

Staff Analysis:

Teamsters Local 150 wishes to open negotiations with the District for the period of July 1, 2020 – June 20, 2023. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, Teamsters Local 150 hereby presents its initial bargaining proposal to the District for the period of July 1, 2020 – June 20, 2023 for public hearing and comment.

Submitted by: Tereasa Smith Title: Director, Human Resources

To the Board of Trustees: **Public Hearing**

Meeting: November 18, 2021 Regular Board Meeting

5.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Dale Wentz
SECRETARY - TREASURER

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL NO. 150
7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823
TELEPHONE (916) 392-7070 FAX 392-7675
EMAIL teamsters@teamsters150.org

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

November 5, 2021

Hilaria Bauer
Superintendent
Alum Rock Elementary School District
2930 Gay Avenue
San Jose, Ca 95127

Dear Superintendent Bauer,

As per our earlier March 16, 2021 letter please accept the following (attached) as the Teamsters contract specific articles to be sunshined at the next available Board meeting on behalf of our members.

I look forward to productive negotiation sessions that will meet our mutual needs and interests. Please have the Districts representative contact myself at Teamsters Local 150 to arrange to schedule dates for negotiations.

Sincerely,

Alan Daurie

Alan Daurie
Business Representative

AD/tc

Cc: Dale Wentz, Secretary-Treasurer

PROPOSED ARTICLES TO OPEN FROM TEAMSTERS UNION LOCAL 150 TO ALUM ROCK ELEMENTARY SCHOOL DISTRICT

ARTICLE V-DURATION
ARTICLE VII- SENIORITY?
ARTICLE VIII TRANSFER, PROMOTION AND RECLASSIFICATION
ARTICLE IX LAYOFF AND REEMPLOYMENT
ARTICLE XIV VACATION AND HOLIDAY
ARTICLE XVII BARGAINING UNIT MEMBER AND DEPENDENT INSURANCE COVERAGE
ARTICLE XIX JOB DESCRIPTIONS
ARTICLE XXII PAY AND ALLOWANCE
NEW ARTICLE-CATASTROPHIC SICK LEAVE

Dale Wentz
SECRETARY - TREASURER

CHAUFFEURS, TEAMSTERS AND HELPERS

LOCAL NO. 150
7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823
TELEPHONE (916) 392-7070 FAX 392-7675
EMAIL teamsters@teamsters150.org

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 16, 2021

Via Certified Mail 7012 3460 0000 2543 8980

Hilaria Bauer
Superintendent
ALUM ROCK ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San Jose, CA 95127

Dear Superintendent Bauer,

In accordance with the provisions of the collective bargaining agreement now in effect between Alum Rock Elementary School District and Teamsters Local 150, this is to advise you that on behalf of our members, it is the Union's desire to begin negotiations on wages, benefits and other terms and conditions of employment to be incorporated in a new agreement.

Representatives of the Union will be available to meet with you at a mutually convenient time and place. The specific proposals will be sent to you under separate cover to be sunshined.

Sincerely,

Alan Daurie
Alan Daurie
Business Representative

AD/ea-IBT856

cc: Dale Wentz, Secretary-Treasurer, Local 150

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 EDUCATION

To the Board of Trustees:

Subject: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2020- June 30, 2023.**

Staff Analysis:

The District wishes to open negotiations with Teamsters Local 150 for the period of July 1, 2020 – June 20, 2023. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to Teamsters Local 150 for the period of July 1, 2020 – June 20, 2023 for public hearing and comment.

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

To the Board of Trustees:
Public Hearing
5.02
Agenda Placement

Meeting: November 18, 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 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

November 5, 2021

Alum Rock Union School District's Initial Proposal to
Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act) all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "Sunshining" the proposals. On June 27, 2017, the District and Teamsters reached a three (3) year agreement (July 1, 2017 – June 30, 2020). The District hereby submits its bargaining proposal for the 2020 - 2023 Successor Agreement.

Article V	Duration
Article VIII	Transfer, Promotion, and Reclassification
Article XI	Hours, Overtime, and Work Year
Article XVII	Bargaining Unit Member and Dependent Insurance Coverage
Article XXI	Transportation
Article XXII	Pay and Allowance

The District is committed to work collaboratively and in partnership with Teamsters. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement, and staff success.

Hilaria Bauer, Ph.D., Superintendent

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

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 EDUCATION

To the Board of Trustees:

Subject: Strategic Plan Update.

Information Only

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

To the Board of Trustees: Meeting: November 18, 2021
Regular Board Meeting

Information

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Strategic Planning Process Update for ARUSD Board of Trustees

November 18, 2021

Glen Price Group

Project Purpose

Support ARUSD to develop guiding principles, frame key issues and opportunities, and identify and analyze strategic options to address these.

Work Completed to Date — *March to November 2021*

- March 2021 Board interviews and retreat focused on developing guiding principles for the district
- Review of background materials including the LCAP, demographics study, early learning plan, Facilities Repurposing Committee Final Report, and district and community data
- 22 interviews with representatives from the district office, schools, bargaining units, parents, community-based partners including expanded learning and early learning providers, foundations, local government, and more
- Input sessions with SPARC, DAC, and DELAC
- Initial identification of members of a Core Planning Team that will convene monthly starting in January 2022 to support and guide the development of the strategic plan

Upcoming Work — *December 2021 to May 2022*

- Development of a Discovery Report with findings and focus questions emerging from the work completed to date
- Core Planning Team formation
- Monthly meetings of the Core Planning Team beginning with a launch meeting on January 11, 2021
- Board of Trustees meeting participation to provide updates and gather feedback and direction
- Working closely with the Core Planning Team, Board, and others as appropriate:
    - Revisit and revise as needed the Guiding Principles developed earlier in the year
    - Using the Discovery Report as a foundation, identify key challenges and opportunities for ARUSD and corresponding strategies

Draft Guiding Principles

Together, we:

1. Serve our families and community as their essential and foundational public education institution.
2. Focus on a successful future for every student, seeking equity and justice for all.
3. Support our education team, including teachers, staff, and administrators, to grow and thrive.
4. Utilize our opportunities and assets as the basis for growth.
5. Maintain cultural curiosity and humility; recognize our community's cultures as a core strength.
6. Work as one with open minds, respect, compassion, empathy, and integrity.

Emerging Themes
From Interviews & Input Meetings

Emerging Themes: **Strengths & Assets**

1. Board, district leadership and staff, principals, teachers, and site staff
2. Commitment to the community
3. Commitment to multilingual learners
4. Whole child approach and emphasis on social and emotional learning
5. Focus on early care and education
6. Labor-management partnerships
7. Rapid response to COVID including providing devices, food, and other needed supplies to families
8. School properties
9. The Alum Rock community
    - Cultural and linguistic diversity
    - Commitment to education and student success

Emerging Themes: **Challenges**

1. Declining enrollment and associated financial challenges, including reduced revenue and distribution of human and facility resources across a diminishing student population
2. Staff turnover and shortages, including substitute teachers
3. Aging school facilities
4. Labor-management partnerships
5. Broad and meaningful family engagement
6. Structural economic inequalities facing the Alum Rock community
7. The impact of COVID on the Alum Rock community

Emerging Themes: **Opportunities (1 of 2)**

1. Maximize services for students and families
    - Expand the district's role as a community hub for services and activities, including through increased partnerships with community-based organizations
        - Increase access to early learning and expanded learning programs
        - Establish an early childhood hub/center with child care, preschool, and related services
        - Establish community centers with services for children, families, and adult community members (e.g., adult education)
    - Expand bilingual immersion programs, career pathway planning, and STEAM learning opportunities
    - Clarify indicators of student success, including but not limited to academic assessments and measures of social and emotional learning, critical thinking, and teamwork skills
2. Increase enrollment
    - Improve branding and communications to attract more students and families
    - Address low facility utilization in ways that provide additional value to the community (see ideas in #1 above) and minimize competition (e.g., shared use agreements with community-based organizations, explore Joint Powers Authority possibilities, etc.)

Emerging Themes: **Opportunities (2 of 2)**

3. Increase family communication, input, and engagement
    - Provide dedicated staffing / bandwidth for family engagement (e.g., community liaison) at all sites
    - Pursue a range of activity types to engage different audiences, and look to examples of effective family engagement to inform this work
    - Communicate decisions and decision-making processes clearly and without delay (including decisions related to facilities)
4. Maximize district resources
    - Seek flexible funding from private/corporate donors and foundations
    - Partner with other small school districts for shared services such as professional development
    - Combine adjacent TK-5 and 6-8 schools into TK-8s

Aligned State Investments

California's 2021-22 budget includes a number of education investments that may provide the necessary resources to advance some of the identified opportunities. These include:

- Universal Transitional Kindergarten and the California Prekindergarten Planning and Implementation Grant Program
- Expanded Learning Opportunity Program
- California Community School Partnership Act

Emerging Themes: **3-5 Year Vision**

- Continued stability of leadership
- Stabilized enrollment
- Increased reputation and recognition as a district dedicated to whole child development and community strengthening
- Improved academic performance
- Continued emphasis on early childhood
- Further integration of early learning, expanded learning, family services, and school day

Board Questions & Guidance

Board Member Responses & Guidance

Emerging Themes:

- Which emerging themes stood out to you?
- Are there key strengths, challenges, or opportunities you think are missing from the emerging themes?

Guidance and Requests:

- What guidance do you have for the Core Planning Team in its upcoming work to refine guiding principles, frame issues and opportunities, and identify strategies?
- What key questions do you think are most important for the Core Planning Team to address?
- How would you like to hear updates on the work of the Core Planning Team and provide feedback and guidance?

Thank You

Contact:
Aaron Price
aaron@glenpricegroup.com

6.02

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: 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: November 18, 2021
Regular Board Meeting

Approve

6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 16-21/22

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 NOVEMBER 18 – DECEMBER 17, 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) December 17, 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 18 day of November, 2021, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____(Clerk)

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Department of Education Expenditure Quarterly Reports, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan**

Staff Analysis: **CDE has awarded Aptitud Community Academy at Goss a grant in the amount of $613,140. The purpose of the grant and supporting Board approved action plan is to strengthen, develop, and implement evidence-based literacy instruction and support in transitional kindergarten through grade three (TK-3rd) over a period of three-and-half years. In compliance with Early Literacy Support Block Grant (ELSB) Expenditure Quarterly Reports are provided for periods Q3-2021, Q4-2021, and Q1-FY 2021-2022, demonstrate expenditures are consistent with Aptitud Community Academy at Goss Literacy Action plan.**

Recommendation: **Information only**

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

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

To the Board of Trustees:

Information Only

7.01

Agenda Placement

Meeting: November 18, 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

2020-2021 Quarter 3

Early Literacy Support Block (ELSB)

Expenditure Report

Early Literacy Support Block (ELSB) Grant 12-1-2020 to 6-30-2023 Year-to-Date Expenditures and Progress Report
ELSB Grant Program - Year One (12/01/2020 - 06/30/2021) Expenditures

California Department of Education
Educator Excellence and Equity Division
ELSB Grant Program
1430 N Street, Suite 4309, Sacramento, CA 95814

Please Note: The LEA information and the Budget and Expenditure Amounts will autopopulate from LEA Info and Narrative Form. Please select the correct check box for #4, #17, and #18.

1. **Grant Award No.:** 20-25515-69369-00 **Total Grant Award:** $613,140.00
2. **Local Educational Agency:** Alum Rock Union Elementary School District
3. **Project Director:** Rebecca Jensen **Phone:** (408) 928-7650
   FAX Number: (408) 928-7651 **E-mail:** rebecca.jensen@arusd.org

Standardized Account Code Structure	Resource Code:	7810
	Revenue Object Code:	8590

4. Reporting Time Frame (Select One)

○ 1st Report		
○ 2nd Report		
◉ 3rd Report	(12/01/20 - 03/31/21)	Due 04/30/21
○ 4th Report	(04/01/21 - 06/30/21)	Due 07/15/21

EXPENSES FOR EACH COMPLETED PERIOD WILL AUTOPOPULATE BASED ON ENTRIES ON NARRATIVE FORM

	Object Code	Approved Year 1 Budget	1st PERIOD		2nd PERIOD		3rd PERIOD		4th PERIOD		CUMULATIVE TOTAL
			Expenditure	Balance	Expenditure	Balance	Expenditure	Balance	Expenditure	Balance	Total of All Periods
5.	1000-1999 Certificated Salaries/Stipends	14,847.00					1,965.48	12,881.52	0.00	12,881.52	1,965.48
6.	2000-2999 Classified Salaries	0.00					0.00	0.00	0.00	0.00	0.00
7.	3000-3999 Employee Benefits	3,079.00					348.75	2,730.25	0.00	2,730.25	348.75
8.	4000-4999 Books and Supplies	11,213.00					0.00	11,213.00	0.00	11,213.00	0.00
9.	5000-5999 Services and Other Operating Expenditures	17,000.00					0.00	17,000.00	0.00	17,000.00	0.00
10.	5200 Participant Travel/Project Staff Travel	0.00					0.00	0.00	0.00	0.00	0.00
11.	5800 Professional/Consulting Services & Op. Exp.	0.00					0.00	0.00	0.00	0.00	0.00
12.	**SUBTOTAL**	**46,139.00**					**2,314.23**	**43,824.77**	**0.00**	**43,824.77**	**2,314.23**
13.	7300-7399 Indirect Costs	8.37% 3,861.00					193.70	3,667.30	0.00	3,667.30	193.70
14.	5100 Subagreement for Services	0.00					0.00	0.00	0.00	0.00	0.00
15.	6000-6599 Capital Outlay	0.00					0.00	0.00	0.00	0.00	0.00
16.	TOTAL	**50,000.00**					**2,507.93**	**47,492.07**	**0.00**	**47,492.07**	**2,507.93**

17. **Budget Revision Requested (10% rule)** ☐ Yes ☑ No
Check the box that applies.
A Budget Revision is required for changes over 10 percent on any line item (either an under expenditure or over expenditure).
If yes is checked, a Budget Revision Request and Justification forms must be attached for review and approval.

18. ☑ Activities are being conducted as planned.
☐ Activities are not being conducted as planned.
Check the box that applies.

This is to certify that the Year-to-Date Expenditures and Progress Report has been prepared in accordance with the applicable Federal and State regulations. To the best of my knowledge, the data contained in this report are true and accurate. Any program results are supported by documented deliverables (i.e., professional development/products) on file at the Local Educational Agency.

19.

Project Director (Printed Name and Signature)	*Date* 4/29/21
Superintendent Designee (Printed Name and Signature)	*Date* 4/29/21
Other Signature, if required (Printed Name and Signature)	*Date*

20.

CDE Fiscal Monitor's Approval	*Date*
CDE Project Monitor's Approval	*Date*
CDE Administrator's Approval	*Date*

Alum Rock Union Elementary School District

2020-2021 Quarter 4

Early Literacy Support Block (ELSB)

Expenditure Report

Grant Expenditure and Narrative Reports (Revised 4/2021)
Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Instructions:
Each grant recipient is required to complete and submit the Year-to-Date (YTD) Expenditure and Progress Report Form and Budget Narrative Report Forms showing expenditures during the Planning Year (December 1, 2020, through June 30, 2021).
Please complete the Instructions & LEA Info Form, YTD Form and the Narrative Form for the appropriate Quarter (Q3 or Q4). In April 2021, the grant period was extended a year, making FY 2020/21 a Planning Year. The Planning Year (December 1, 2020, through June 30, 2021) Quarter 3 and Quarter 4 reports only accounts for the grant funds ($40,000 per LEA plus $10,000 per participating eligible school) used for the purposes of conducting a root cause analysis, carrying out a needs assessment, and developing a three-year Literacy Action Plan. The ELSB Grant funds can be rolled over for the life of the grant (December 2020 - June 2024) as long as there is an approved Budget Revision Request.

Digital Signature: When the Expenditure Forms are completed and ready for signatures, save/export the YTD Form as a PDF to digitally sign the form for submission along with the Excel Version of the Budget Documents: YTD Form and Narrative Form(s). Please include the LEA name and corresponding quarter in your file name. (e.g., Sample Elementary PlanningYearQ3 ELSB Expenditure Report)

Email report to ELSBgrant@cde.ca.gov

Requested Information (will autopopulate onto the YTD Form)	Your Response
Local Educational Agency (LEA) Name:	Alum Rock Union Elementary School District
Project Coordinator:	Rebecca Jensen
Project Coordinator Telephone Number:	(408) 928-7650
Project Coordinator Fax Number:	(408) 928-7651
Project Coordinator Email Address:	rebecca.jensen@arusd.org
Fiscal Agent Contact (If different from the Project Coordinator):	Teresa Langner
Fiscal Agent Telephone Number:	(408) 928-6856
Fiscal Agent Email Address	teresa.langner@arusd.org
Grant Award Number (listed on your Grant Award Notification):	20-25515-69369-00
Grant Award Amount (listed on your Grant Award Notification):	$613,140.00

Enter Planning Year Budget Amounts ($40,000 per LEA plus $10,000 per participating eligible school) -- Enter funds used for the purposes of conducting a root cause analysis, carrying out a needs assessment for each eligible school and preparing the LEA three-year Literacy Action Plan (Amounts will autopopulate onto the YTD Form).	
Object Code	**Planning Year Budget**
1000-1999 Certificated Salaries/Stipends	14,847.00
2000-2999 Classified Salaries	0.00
3000-3999 Employee Benefits	3,079.00
4000-4999 Books and Supplies	11,213.00
5000-5999 Services and Other Operating Expenditures	17,000.00
5200 Participant Travel/Project Staff Travel	0.00
5800 Professional/Consulting Services & Op. Exp.	0.00
SUBTOTAL	**46,139.00**
7300-7399 Indirect Costs	3,861.00
5100 Subagreement for Services	0.00
6000-6599 Capital Outlay	0.00
TOTAL	**50,000.00**

Early Literacy Support Block (ELSB) Grant 12-1-2020 to 6-30-2024 Year-to-Date Expenditures and Progress Report
ELSB Grant Program - Planning Year (12/01/2020 - 06/30/2021) Expenditures

California Department of Education
Educator Excellence and Equity Division
ELSB Grant Program
1430 N Street, Suite 4309, Sacramento, CA 95814

Please Note: The LEA information and the Budget and Expenditure Amounts will autopopulate from the LEA Info and Narrative Form. Please select the correct check box for #4, #17, and #18.

1. **Grant Award No.:** 20-25515-69369-00 **Total Grant Award:** $613,140.00
2. **Local Educational Agency:** Alum Rock Union Elementary School District
3. **Project Director:** Rebecca Jensen **Phone:** (408) 928-7650
   FAX Number: (408) 928-7651 **E-mail:** rebecca.jensen@arusd.org

Standardized Account Code Structure	Resource Code:	7810
	Revenue Object Code:	8590

4. Reporting Time Frame (Select One)

○ 1st Report		
○ 2nd Report		
○ 3rd Report	(12/01/20 - 03/31/21)	Due 04/30/21
⊘ 4th Report	(04/01/21 - 06/30/21)	Due 07/30/21

EXPENSES FOR EACH COMPLETED PERIOD WILL AUTOPOPULATE BASED ON ENTRIES ON NARRATIVE FORM

	Object Code	Planning Year Budget		1st PERIOD		2nd PERIOD		3rd PERIOD		4th PERIOD		CUMULATIVE TOTAL
				Expenditure	Balance	Expenditure	Balance	Expenditure	Balance	Expenditure	Balance	Total of All Periods
5.	1000-1999 Certificated Salaries/Stipends		14,847.00					1,965.48	12,881.52	1,116.78	11,764.74	3,082.26
6.	2000-2999 Classified Salaries		0.00					0.00	0.00	0.00	0.00	0.00
7.	3000-3999 Employee Benefits		3,079.00					348.75	2,730.25	191.62	2,538.63	540.37
8.	4000-4999 Books and Supplies		11,213.00					0.00	11,213.00	8,570.47	2,642.53	8,570.47
9.	5000-5999 Services and Other Operating Expenditures		17,000.00					0.00	17,000.00	0.00	17,000.00	0.00
10.	5200 Participant Travel/Project Staff Travel		0.00					0.00	0.00	0.00	0.00	0.00
11.	5800 Professional/Consulting Services & Op. Exp.		0.00					0.00	0.00	0.00	0.00	0.00
12.	**SUBTOTAL**		**46,139.00**					**2,314.23**	**43,824.77**	**9,878.87**	**33,945.90**	**12,193.10**
13.	7300-7399 Indirect Costs	8.37%	3,861.00					193.70	3,667.30	826.86	2,840.44	1,020.56
14.	5100 Subagreement for Services		0.00					0.00	0.00	0.00	0.00	0.00
15.	6000-6599 Capital Outlay		0.00					0.00	0.00	0.00	0.00	0.00
16.	**TOTAL**		**50,000.00**					**2,507.93**	**47,492.07**	**10,705.73**	**36,786.34**	**13,213.66**

17. **Budget Revision Requested (10% rule)** ☐ Yes ☒ No
Check the box that applies.
A Budget Revision is required for changes over 10 percent on any line item (either an under expenditure or over expenditure).
If yes is checked, a Budget Revision Request and Justification forms must be attached for review and approval.

18. ☒ Activities are being conducted as planned.
☐ Activities are not being conducted as planned
Check the box that applies.

This is to certify that the Year-to-Date Expenditures and Progress Report has been prepared in accordance with the applicable Federal and State regulations. To the best of my knowledge, the data contained in this report are true and accurate. Any program results are supported by documented deliverables (i.e., professional development/products) on file at the Local Educational Agency.

19.
Rebecca Jensen, Principal — July 26, 2021
Project Director (Printed Name and Signature) — *Date*
Superintendent Designee (Printed Name and Signature) — 7-26-2021 *Date*

20.
CDE Fiscal Monitor's Approval — *Date*
CDE Project Monitor's Approval — *Date*

Other Signature, if required (Printed Name and Signature)	Date

CDE Administrator's Approval	Date

Budget Narrative Form Planning Year Quarter 3
Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Instructions:
Fill out this form to explain how the grant funds are used for the Local Educational Agency (LEA) and each School Site.
Provide line detail/calculation for how amount totals by line item were determined. (e.g. Project Director Salary $1,000 x 12 months = $12,000; Literacy Curriculum: $100 x 50 students = $5,000).
The Object Codes and Line Detail information MUST match the Planning Year Narrative Budget in your Literacy Action Plan.
Add rows as necessary. Group the object codes chronologically.
Enter dollar amounts into the cells with a placeholder of zero ($0.00).
Refer to the *California School Accounting Manual (CSAM)* https://www.cde.ca.gov/fg/ac/sa/ for information on Object Codes.
Only the first $25,000 of each subcontract can be used towards the indirect calculation per Procedure 330 in the *CSAM*.
Enter Indirect Percentage Rate in the space provided for Object Code 7000 with a placeholder of 0.00%. The Indirect Costs must not exceed LEA's approved rate (https://www.cde.ca.gov/fg/ac/ic/). The indirect amounts will automatically calculate. If you choose to use less indirect, you may type the actual amount of Indirect Cost into the cell.
Do Not Delete any grey or blue shaded rows or columns. These cells have formulas set for calculating the Totals for each Object Code category.
Please Note: The Totals will autopopulate onto the YTD Form.

Please indicate the Planning Year Quarter 3 Expenditures for grant funds ($40,000 per LEA plus $10,000 per participating eligible school) used for the purposes of conducting a root cause analysis, carrying out a needs assessment, and developing a three-year Literacy Action Plan. Please report the Local Educational Agency and each School Site Separately.

Object Code	Line Detail/Calculation	LEA	School Site #1	School Site #2	School Site #3	School Site #4	School Site #5	School Site #6	School Site #7	School Site #8	School Site #9	School Site #10	School Site #11	Total of Expenditure
1000 Certificated Salaries	Nine teachers worked 44 extended duty hours for participation in the EL SB training and site collaboration for writing the action plan. (44 hours x $44.67/hour = $1,965.48)	$0.00	$1,965.48	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,965.48
1000 Certificated Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1000 Certificated Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1000 Certificated Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 1000	**$0.00**	**$1,965.48**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,965.48**
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 2000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
3000 Employee Benefits	Statutory benefits for extended duty hours listed above	$0.00	$348.75	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$348.75
3000 Employee Benefits		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000 Employee Benefits		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000 Employee Benefits		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 3000	**$0.00**	**$348.75**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$348.75**
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 4000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5200	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
5800 Professional/Consulting Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800 Professional/Consulting Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800 Professional/Consulting Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800 Professional/Consulting Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5800	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subtotal		**$0.00**	**$2,314.23**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,314.23**
7000 Indirect Costs (Must not exceed LEA's negotiated rate)	8.37%	$0.00	$193.70	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$193.70
	Total Object Code 7000	**$0.00**	**$193.70**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$193.70**
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5100	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
6000 Capital Outlay		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 6000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total		**$0.00**	**$2,507.93**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$2,507.93**

Budget Narrative Form Planning Year Quarter 4
Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Instructions:
Fill out this form to explain how the grant funds are used for the Local Educational Agency (LEA) and each School Site
Provide line detail/calculation for how amount totals by line item were determined. (e.g. Project Director Salary $1,000 x 12 months = $12,000; Literacy Curriculum: $100 x 50 students = $5,000)
The Object Codes and Line Detail information MUST match the Planning Year Narrative Budget in your Literacy Action Plan. Narratives that do not match may hold up approval of your submitted quarterly report, which could cause delay of future grant payments.
Add rows as necessary. Group the object codes chronologically
Enter dollar amounts into the cells with a placeholder of zero ($0.00)
Refer to the *California School Accounting Manual (CSAM)* https://www.cde.ca.gov/fg/ac/sa/ for information on Object Codes
Only the first $25,000 of each subcontract can be used towards the indirect calculation per Procedure 330 in the *CSAM*
Enter Indirect Percentage Rate in the space provided for Object Code 7000 with a placeholder of 0.00%
The Indirect Costs must not exceed LEA's approved rate (https://www.cde.ca.gov/fg/ac/ic/). The Indirect amounts will automatically calculate. If you choose to use less indirect, you may type the actual amount of Indirect Cost into the cell
Do Not Delete any grey or blue shaded rows or columns. These cells have formulas set for calculating the Totals for each Object Code category
Please Note: The Totals will autopopulate onto the YTD Form

		Please indicate the Planning Year Quarter 4 Expenditures for grant funds ($49,000 per LEA plus $10,000 per participating eligible school) used for the purposes of conducting a root cause analysis, carrying out a needs assessment, and developing a three-year Literacy Action Plan. Please report the Local Educational Agency and each School Site Separately.												
Object Code	**Line Detail/Calculation**	**LEA**	**School Site #1**	**School Site #2**	**School Site #3**	**School Site #4**	**School Site #5**	**School Site #6**	**School Site #7**	**School Site #8**	**School Site #9**	**School Site #10**	**School Site #11**	**Total of Expenditure**
1000 Certificated Salaries	8 teachers participated in the SCCOE trainings and met biweekly to complete our Needs Assessment and draft the literacy action plan (25 hours x $44.67/hour = $1,116.78)	$0.00	$1,116.78	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,116.78
1000 Certificated Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
1000 Certificated Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 1000	**$0.00**	**$1,116.78**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$1,116.78**
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
2000 Classified Salaries		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 2000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
3000 Employee Benefits	Statutory benefits for extended duty hours listed above	$0.00	$191.62	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$191.62
3000 Employee Benefits		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000 Employee Benefits		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000 Employee Benefits		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 3000	**$0.00**	**$191.62**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$191.62**
4000 Books and Supplies	SIPPS Phonics Curriculum Packs to support instructon of Reading Foundational Skills as outlined in the Early Learning Literacy Grant	$0.00	$8,570.47	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$8,570.47
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
4000 Books and Supplies		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 4000	**$0.00**	**$8,570.47**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$8,570.47**
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5000 Services and Other Operating Expenditures (excluding Sub agreements for Services and Travel)		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200 Participant Travel/ Project Staff Travel		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5200	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
5800 Professional/Consultng Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800 Professional/Consulting Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800 Professional/Consultng Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5800 Professional/Consultng Services & Op. Exp.		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5800	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Subtotal		**$0.00**	**$9,678.87**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$9,678.87**
7000 Indirect Costs (Must not exceed LEA's negotiated rate)	8.37%	$0.00	$826.86	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$826.86
	Total Object Code 7000	**$0.00**	**$826.86**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$826.86**
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100 Sub agreement for Services		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 5100	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
6000 Capital Outlay		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
	Total Object Code 6000	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Total		**$0.00**	**$10,705.73**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$10,705.73**

Alum Rock Union Elementary School District

2021-2022 Quarter 1

Early Literacy Support Block (ELSB)

Expenditure Report

Local Educational Agency (LEA) Information

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

LEA Information	Please Type LEA Information Below
LEA Name:	Alum Rock Union School District
Project Coordinator:	Dr. Dianna Ballesteros
Project Coordinator Telephone Number:	408-928-7290
Project Coordinator Email Address:	dianna.ballesteros@arusd.org
Fiscal Agent Contact:	Teresa Langner
Fiscal Agent Telephone Number:	408-928-6856
Fiscal Agent Email Address:	teresa.langner@arusd.org

Quarter 1 Budget Narrative Form

Implementation Year 1 Quarter 1 (July 1 - September 30)

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Object Code	Object Code Description	Description	School Site or LEA Name	Expenditures
1000	Certificated Salaries			$0.00
2000	Classified Salaries			$0.00
3000	Employee Benefits			$0.00
4000	Books and Supplies	Center for the Collaborative Classroom, Curriculum Packs to support instruction of Reading Foundational Skills	Aptitud	$2,055.90
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)			$0.00
5100	Subagreements for Services (not subject to indirect costs)			$0.00
5200	Participant Travel/ Project Staff Travel			$0.00
5800	Professional/Consulting Services & Operating Expenses			$0.00
6000	Capital Outlay (not subject to indirect costs)			$0.00
7000	Indirect Costs	7.11%		$146.17
Totals	Totals calculate automatically			**$2,202.07**

Year-to-Date (YTD) Form
Fiscal Year 2021-22

Early Literacy Support Block Grant
Educator Excellence and Equity Division
California Department of Education

Object Code	Object Code Description	Approved Implementation Year 1 Budget	Quarter 1 Expenditures	Quarter 2 Expenditures	Quarter 3 Expenditures	Quarter 4 Expenditures	Cumulative Expenditures	Unspent Balance
1000	Certificated Salaries	$75,833.00	$0.00	$0.00	$0.00	$0.00	$0.00	$75,833.00
2000	Classified Salaries	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
3000	Employee Benefits	$13,572.60	$0.00	$0.00	$0.00	$0.00	$0.00	$13,572.60
4000	Books and Supplies	$36,181.89	$2,055.90	$0.00	$0.00	$0.00	$2,055.90	$34,125.99
5000	Services and Other Operating Expenditures (excluding Subagreements for Services 5100)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5100	Subagreements for Services (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
5200	Participant Travel/ Project Staff Travel	$1,800.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,800.00
5800	Professional/Consulting Services & Operating Expenses	$49,326.71	$0.00	$0.00	$0.00	$0.00	$0.00	$49,326.71
6000	Capital Outlay (not subject to indirect costs)	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
7000	Indirect Costs	$12,546.71	$146.17	$0.00	$0.00	$0.00	$146.17	$12,400.54
Totals	Totals calculate automatically	$189,260.91	$2,202.07	$0.00	$0.00	$0.00	$2,202.07	$187,058.84

Early Literacy Support Block Grant

2021–22 Year-to-Date Expenditure Signature Form

Educator Excellence and Equity Division
California Department of Education

Local Educational Agency: Alum Rock Union School District

Implementation Year 1 (2021–22) Grant Reporting Period:

☒ Quarter 1 (July 1, 2021 – September 30, 2021) Report Due October 29, 2021

☐ Quarter 2 (October 1, 2021 – December 31, 2021) Report Due January 31, 2022

☐ Quarter 3 (January 1, 2022 – March 31, 2022) Report Due April 29, 2022

☐ Quarter 4 (April 1, 2022 – June 30, 2022) Report Due July 29, 2022

Budget Revision Request:

A Budget Revision Request Form must be submitted if current planned expenditures exceed 10 percent on any line item. A Budget Revision must be submitted to request carryover of unspent funds. Is a budget revision needed at this time?

☐ Yes ☒ No

Please submit a signed copy of this Signature Form, along with a completed Grant Expenditure Form (Excel file) to ELSBGrant@cde.ca.gov.

By signing below, you acknowledge you have reviewed the information entered into this Signature Form and the Grant Expenditure Form (attached). By signing below, you acknowledge the data contained in this report is true and accurate, to the best of your knowledge and that any program results are supported by documented deliverables (i.e. professional development/products) on file at the local educational agency.

Grant Project Coordinator Name: Dr. Dianna Ballesteros

Grant Project Coordinator Signature: Dr. Dianna J. Ballesteros

Date Signed (if not included in electronic signature): Monday, October 11, 2021

Fiscal Agent Name: Teresa Langner

Fiscal Agent Signature: Teresa Langner

Digitally signed by Teresa Langner
Date: 2021.10.11 09:47:52 -07'00'

Date Signed (if not included in electronic signature): Monday, October 11, 2021

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **California Department of Education Agreement for Child Development Services, at Dual Immersion Preschools, Adelante I and Adelante II.**

Staff Analysis: **California Department of Education has amended the awarded California State Preschool Program Contract (CSPP-1550), project number 43-6936-00-1. The Maximum Reimbursable Amount (MRA) original amount was $585,488.00 and is amended to the amount of $631,512.00. The purpose of the grant is to provide early learning education services at two preschools, Adelante I and Adelante II. The Maximum Reimbursable Rate per child day of enrollment is amended from $49.85 to $51.87. The changes in this Amendment to the scope of work do not alter the intent and purpose of the California Department of Education (CDE) -Early Learning and Care Division (ELCD) California State Preschool Program (CSPP) awarded contract and Alum Rock Union Elementary School District.**

Recommendation: **Staff recommends the Board of Trustees approve the Amendment to the California State Preschool Program Contract (CSPP-1550).**

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

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

To the Board of Trustees:

Recommend Approval

7.02

Agenda Placement

Meeting: November 18, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CALIFORNIA DEPARTMENT OF EDUCATION

F.Y. 21 - 22

Amendment 01

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1550

PROGRAM TYPE: CALIFORNIA STATE PRESCHOOL PROGRAM

PROJECT NUMBER: 43-6936-00-1

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES ALLOCATION LETTER

Budget Act/Family Fee Waivers

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

This agreement with the State of California dated July 01, 2021 designated as number CSPP-1550 shall be amended as of September 22, 2021 in the following particulars and no others:

The Maximum Reimbursable Amount (MRA) payable pursuant to the provisions of this agreement shall be amended by deleting reference to $585,488.00 and inserting $631,512.00 in place thereof.

The Maximum Rate per child day of enrollment payable pursuant to the provisions of the agreement shall be amended by deleting reference to $49.85 and inserting $51.87 in place thereof.

SERVICE REQUIREMENTS

The minimum Child Days of Enrollment (CDE) Requirement shall be amended by deleting reference to 11,745.0 and inserting 12,175.0 in place thereof.

Minimum Days of Operation (MDO) Requirement shall be 246. (No Change)

EXCEPT AS AMENDED HEREIN all terms and conditions of the original agreement shall remain unchanged and in full force and effect.

IMPORTANT: Signature is not required.

AMOUNT ENCUMBERED BY THIS DOCUMENT	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE	
$ 46,024	Child Development Programs		General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	(OPTIONAL USE) 0656 23038-6936			
$ 585,488	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021	FISCAL YEAR 2021-2022
TOTAL AMOUNT ENCUMBERED TO DATE	OBJECT OF EXPENDITURE (CODE AND TITLE)			
$ 631,512	702	SACS: Res-6105 Rev-8590		

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Addressing the Whole Child- Academic Progress, Interventions and Social Emotional Supports**

Staff Analysis: This report is to inform the Board of Trustees about the academic progress of our ARUSD students, the interventions services being provided and the levels of social emotional programs available to address the whole child attending Alum Rock Schools.

Information Only

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

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

To the Board of Trustees: Meeting: November 18, 2021
Regular Board Meeting

Information Only

7.03

Agenda Placement

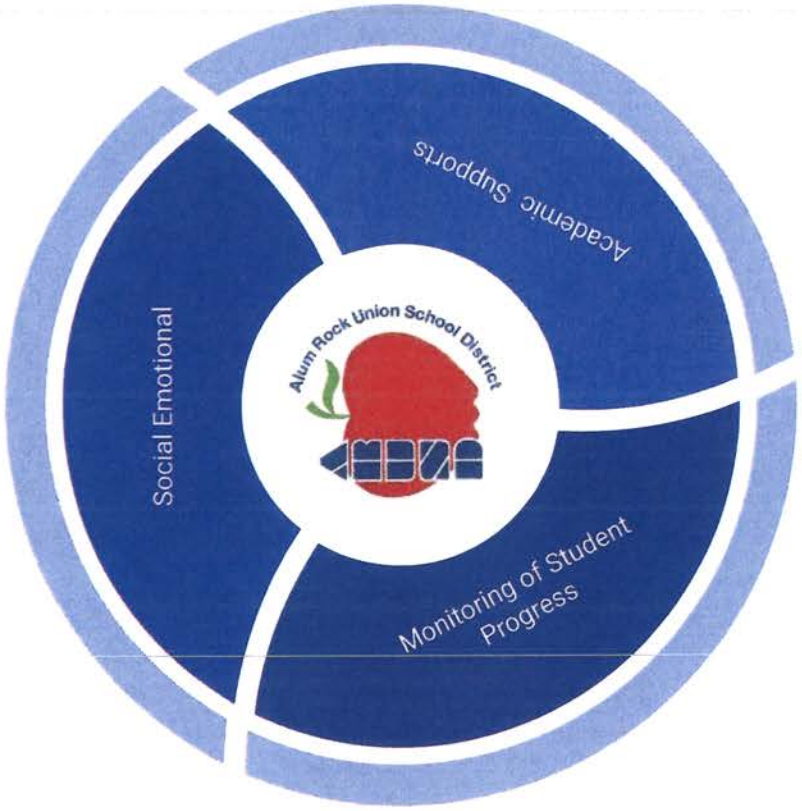
Hilaria Bauer, Ph.D, Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

SUPPORTING THE WHOLE CHILD:
A HOLISTIC APPROACH


Academic Supports
Social Emotional
Monitoring of Student Progress
Alum Rock Union School District

Assessment Overview

Spring 2019

Grades 3-8 took CAASPP

Spring 2020

State set up With the Spring Flexibility Guidelines, Alum Rock determined CAASPP would not be administered.

Fall 2020

Students in grades 2nd-8th take Fastbridge Diagnostic 1 in ELA and Math -virtual setting

Spring 2021

Students in grades 2nd-8th take Fastbridge Diagnostic 3 in ELA and Math in lieu of SBAC -virtual setting

Fall 2021

Students in grades 2nd-8th take Fastbridge Diagnostic 1 in ELA and Math -in person

Local Assessments 2021 - 2022



TK - 1st

A series of foundational skills assessments on the ESGI platform

Screening 2nd-8th

Students take FASTbridge assessments in math and reading

Reading Levels

Teachers administered one-on-one assessments to K-5th graders

SEL Data

Students in grades 3rd-8th took the Panorama survey two times (Fall and Spring)

FastBridge Overview

What assessments are we administering with FastBridge Learning?

aReading **Grades: 2nd - 8th**	• Screening students' broad reading abilities which indicate how well the student integrates all skills necessary for proficiency. • **aReading targeted skills:** Concepts of Print • Phonological Awareness • Phonics • Vocabulary • Comprehension • It is a computer-adaptive test and students respond to between 30 and 35 questions. Provides estimate of student's overall reading skills.
aMath **Grades: 2nd - 8th**	• Screening students' broad math abilities which indicates how well students integrates all skills necessary for proficiency. • **aMath targeted skills:** Counting & Cardinality • Operations & Algebraic Thinking • Number & Operations in Base Ten • Number & Operations – Fractions • Measurement & Data • Geometry • It is computer adaptive and students respond to between 30 and 35 questions. Provides estimate of student's overall math skills.

ASSESSMENT

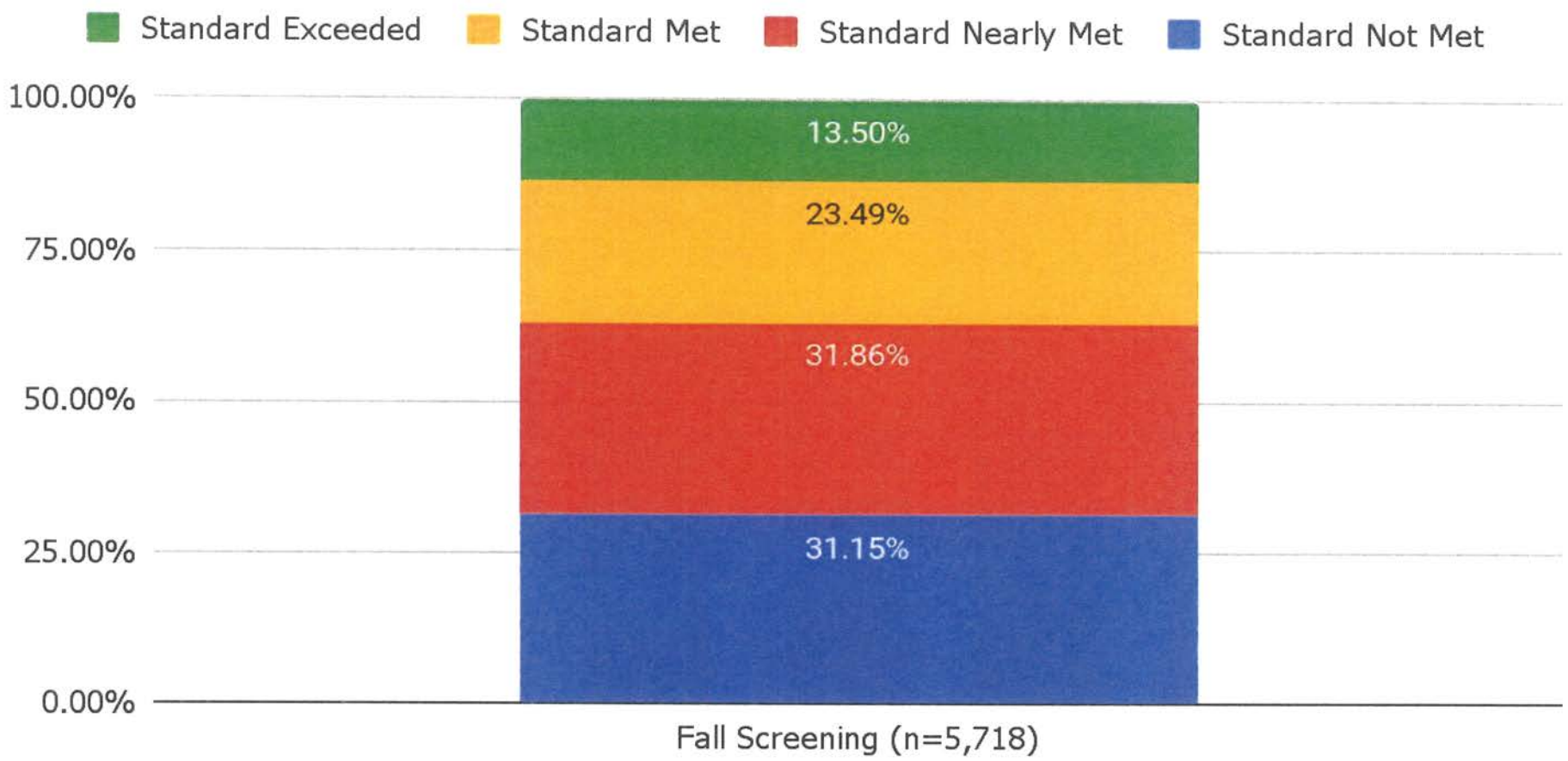


Data Question

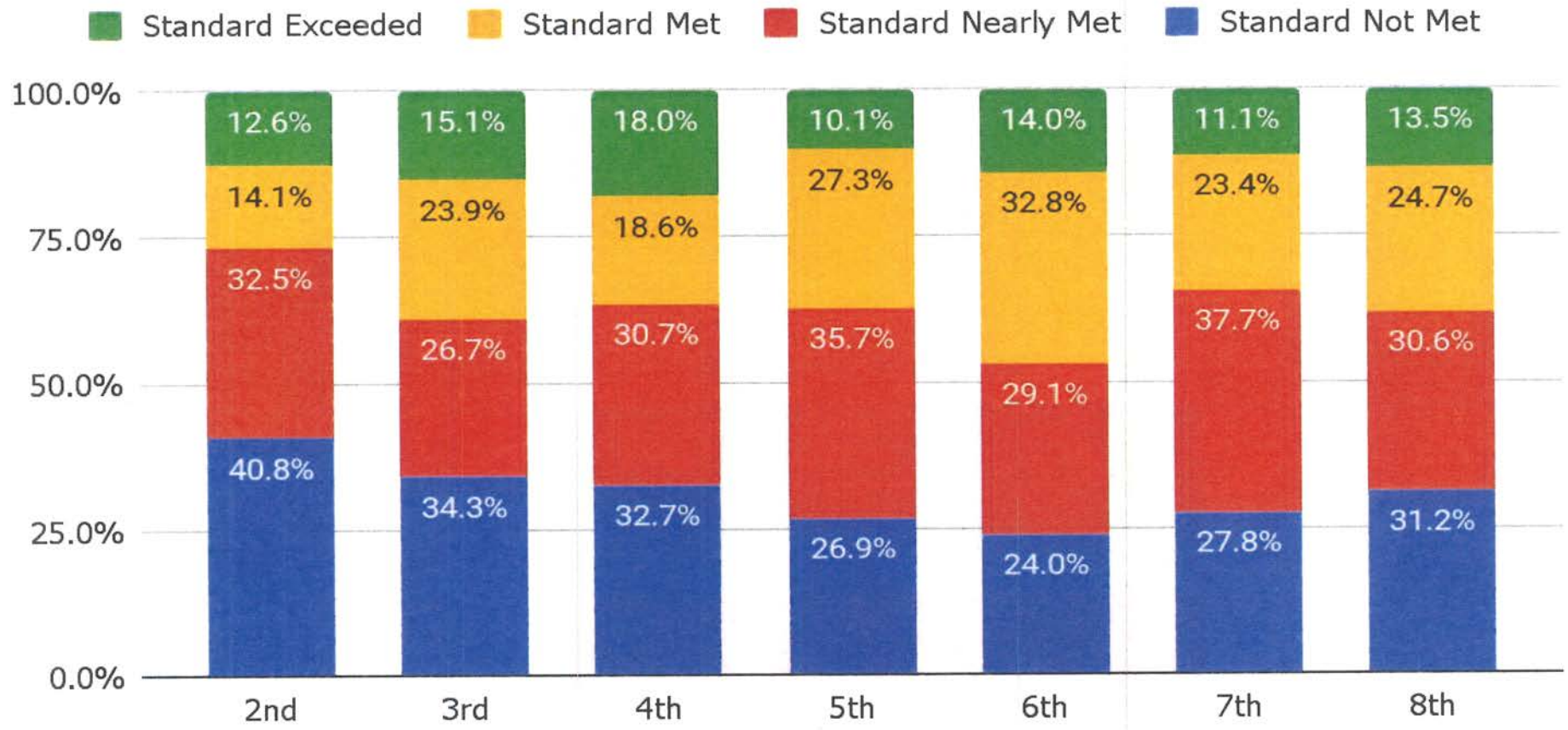
How did our students do academically this "Fall" on the FastBridge assessment?

aMath FastBridge Diagnostics

Grades 2nd - 8th

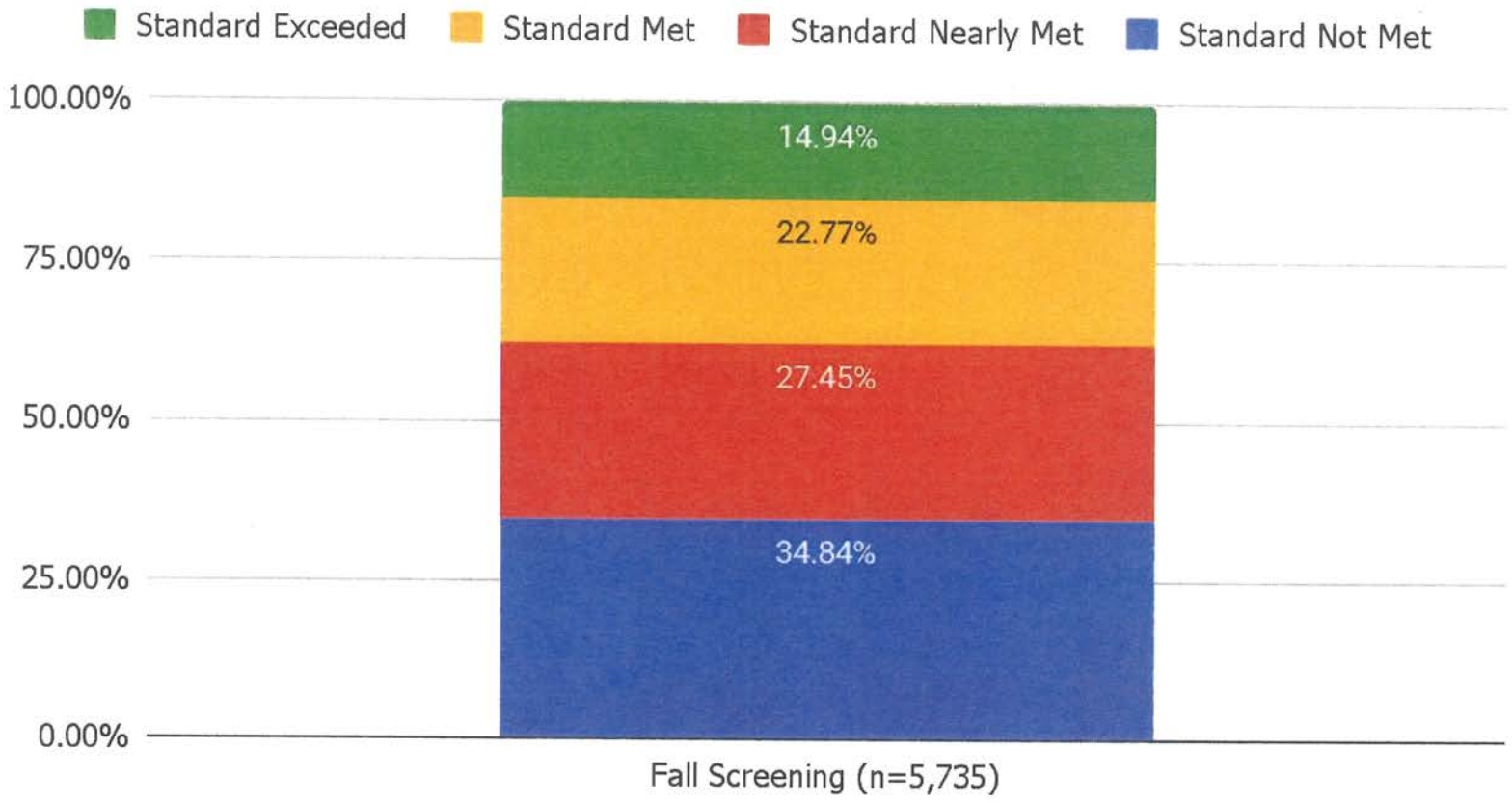


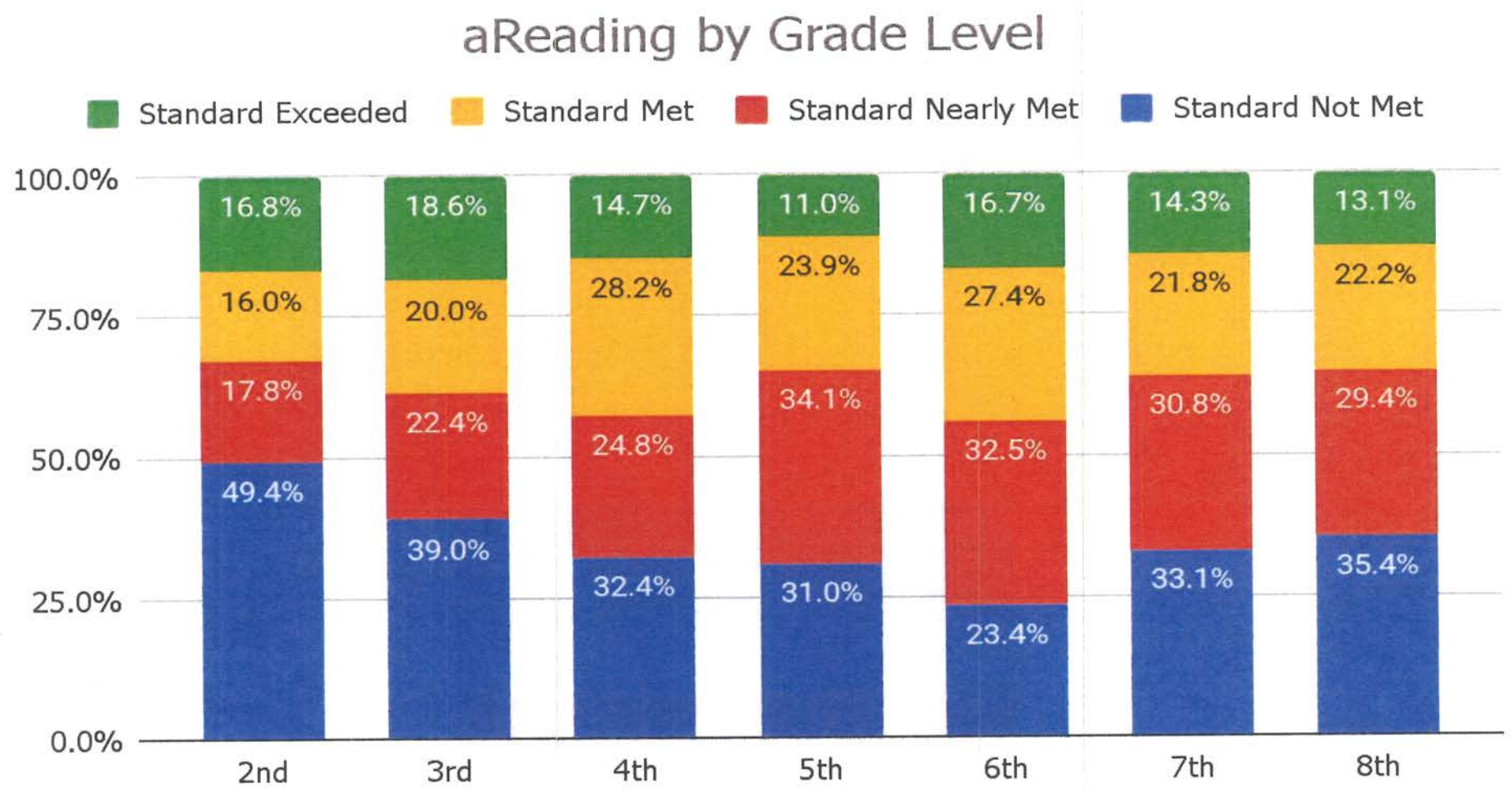
aMath by Grade Level

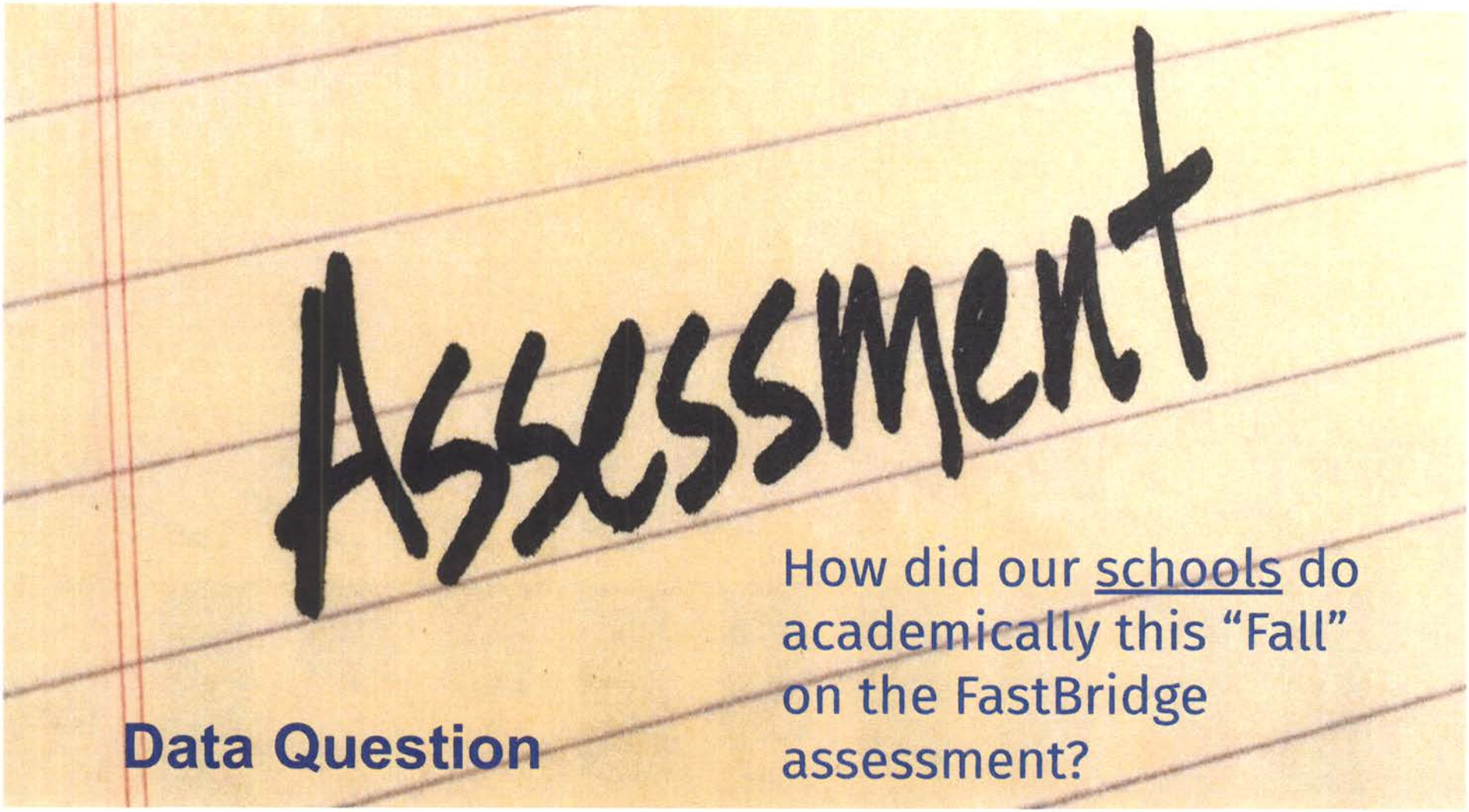


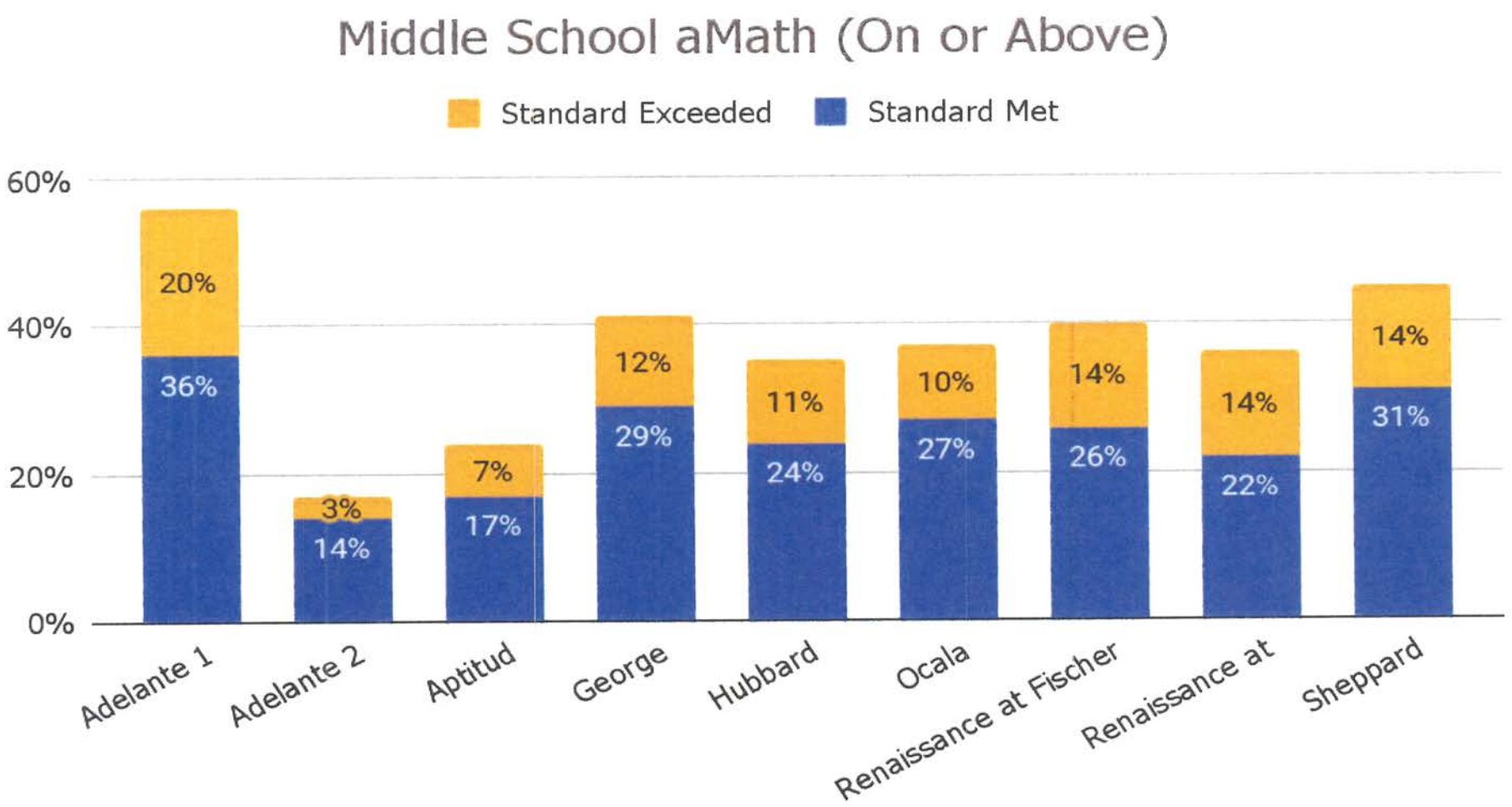
Grades 2nd - 8th

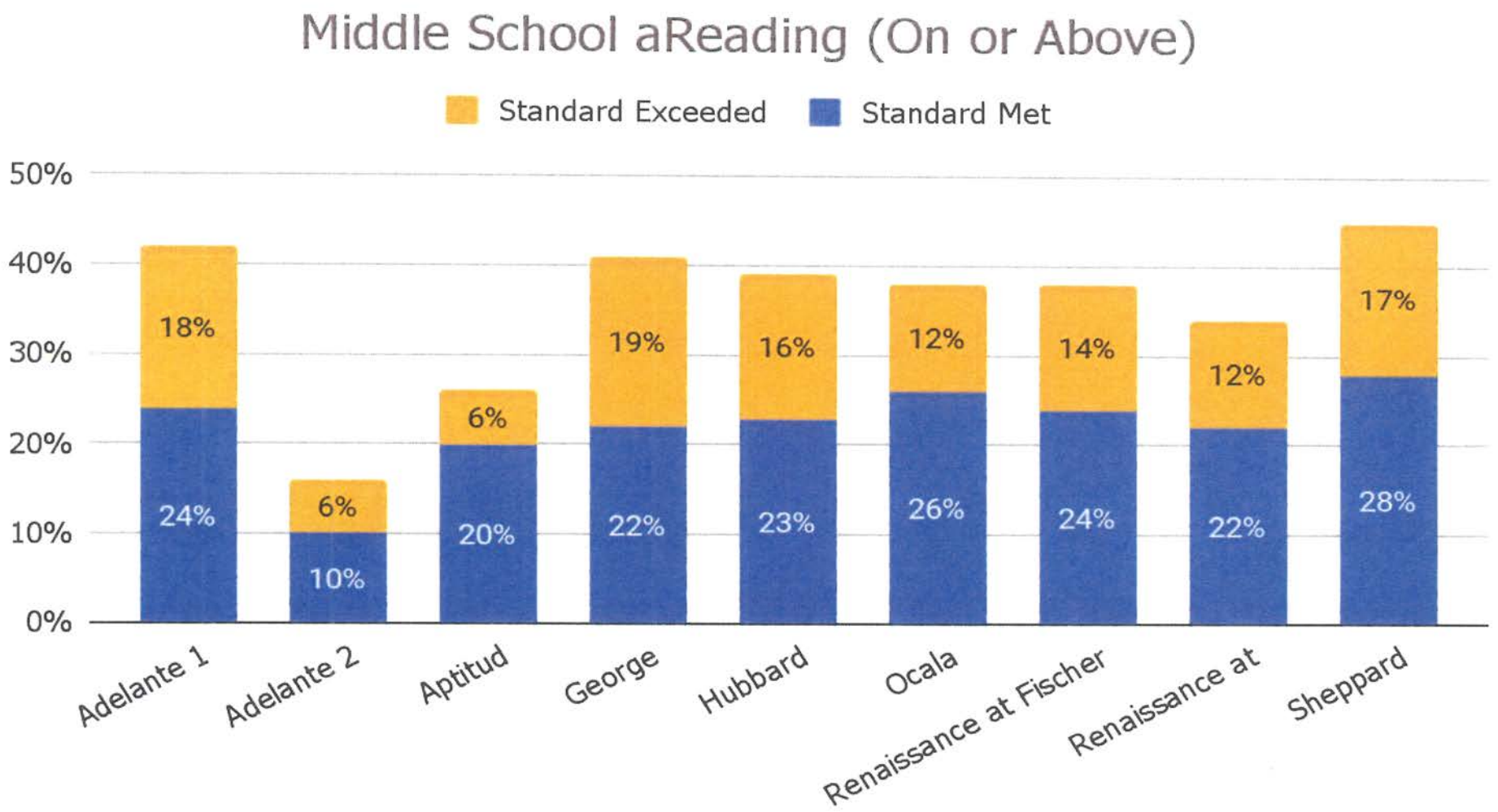
aReading FastBridge Diagnostics

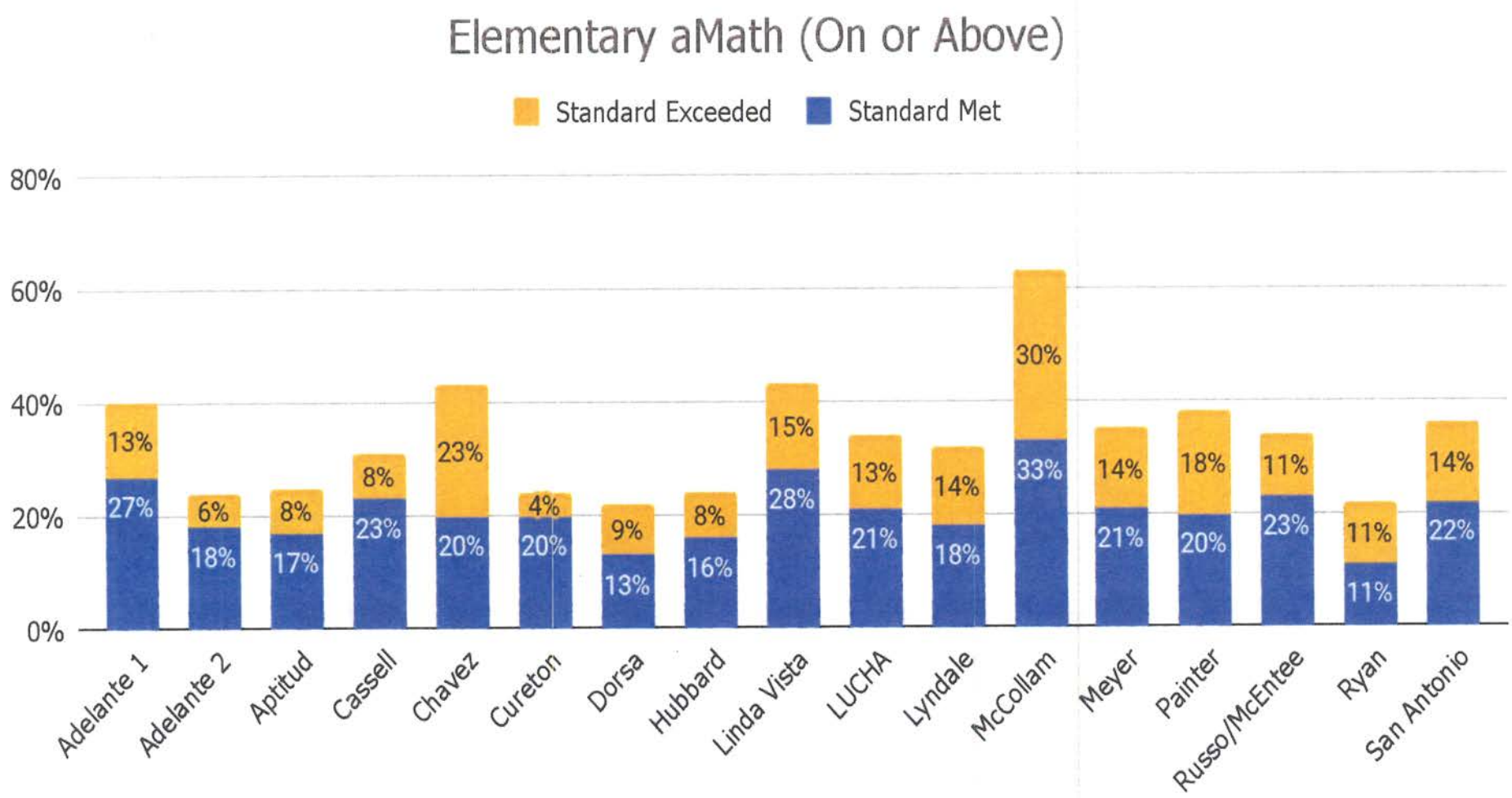


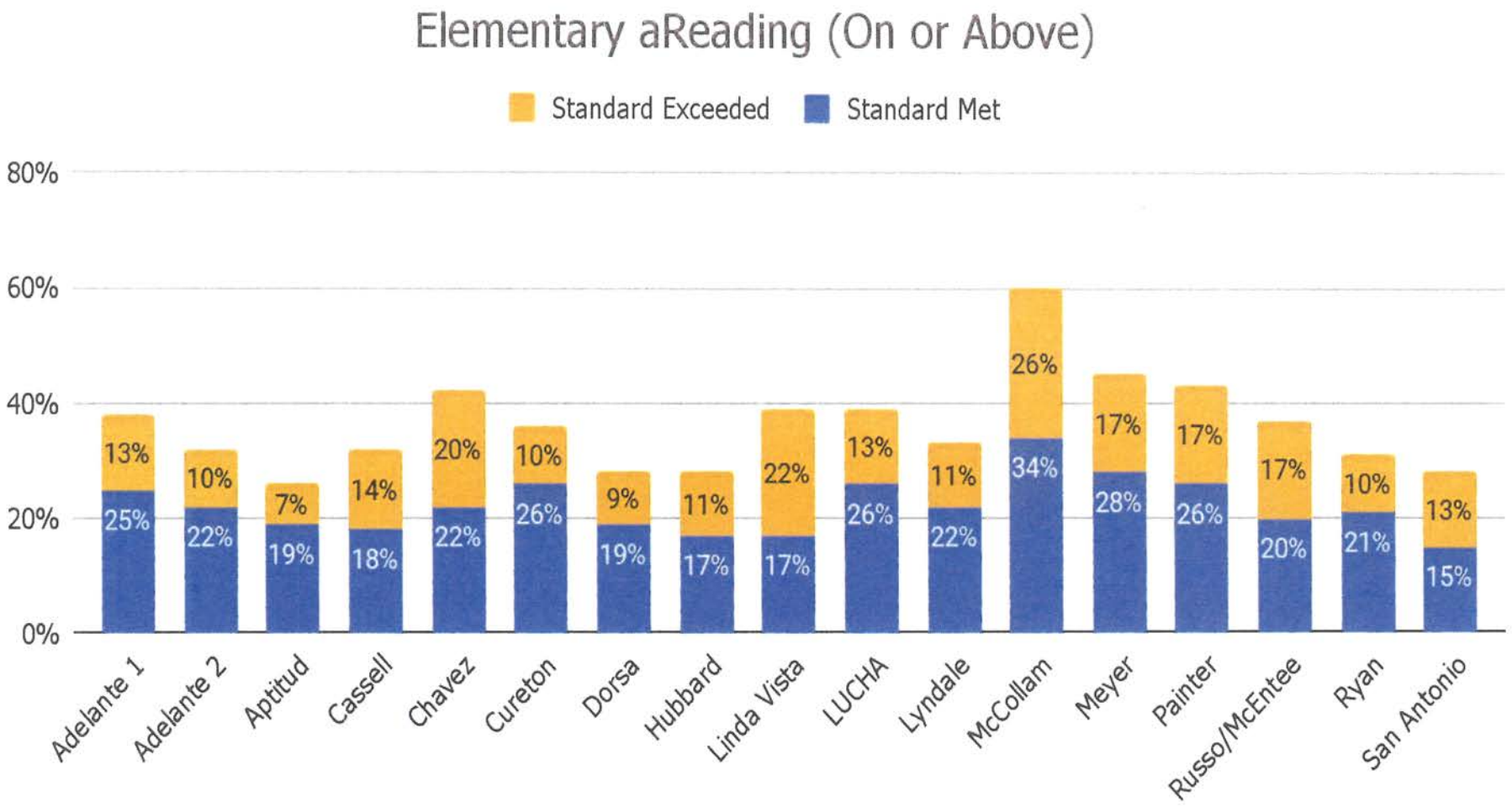

aReading by Grade Level
Standard Exceeded
Standard Met
Standard Nearly Met
Standard Not Met
100.0%
75.0%
50.0%
25.0%
0.0%
16.8%
16.0%
17.8%
49.4%
18.6%
20.0%
22.4%
39.0%
14.7%
28.2%
24.8%
32.4%
11.0%
23.9%
34.1%
31.0%
16.7%
27.4%
32.5%
23.4%
14.3%
21.8%
30.8%
33.1%
13.1%
22.2%
29.4%
35.4%
2nd
3rd
4th
5th
6th
7th
8th


Assessment
How did our schools do academically this "Fall" on the FastBridge assessment?
Data Question


Middle School aMath (On or Above)
Standard Exceeded
Standard Met
60%
40%
20%
0%
20%
36%
3%
14%
7%
17%
12%
29%
11%
24%
10%
27%
14%
26%
14%
22%
14%
31%
Adelante 1
Adelante 2
Aptitud
George
Hubbard
Ocala
Renaissance at Fischer
Renaissance at
Sheppard


Middle School aReading (On or Above)
Standard Exceeded
Standard Met
50%
40%
30%
20%
10%
0%
18%
24%
6%
10%
6%
20%
19%
22%
16%
23%
12%
26%
14%
24%
12%
22%
17%
28%
Adelante 1
Adelante 2
Aptitud
George
Hubbard
Ocala
Renaissance at Fischer
Renaissance at
Sheppard


Elementary aMath (On or Above)
Standard Exceeded
Standard Met
80%
60%
40%
20%
0%
13%
27%
6%
18%
8%
17%
8%
23%
23%
20%
4%
20%
9%
13%
8%
16%
15%
28%
13%
21%
14%
18%
30%
33%
14%
21%
18%
20%
11%
23%
11%
11%
14%
22%
Adelante 1
Adelante 2
Aptitud
Cassell
Chavez
Cureton
Dorsa
Hubbard
Linda Vista
LUCHA
Lyndale
McCollam
Meyer
Painter
Russo/McEntee
Ryan
San Antonio

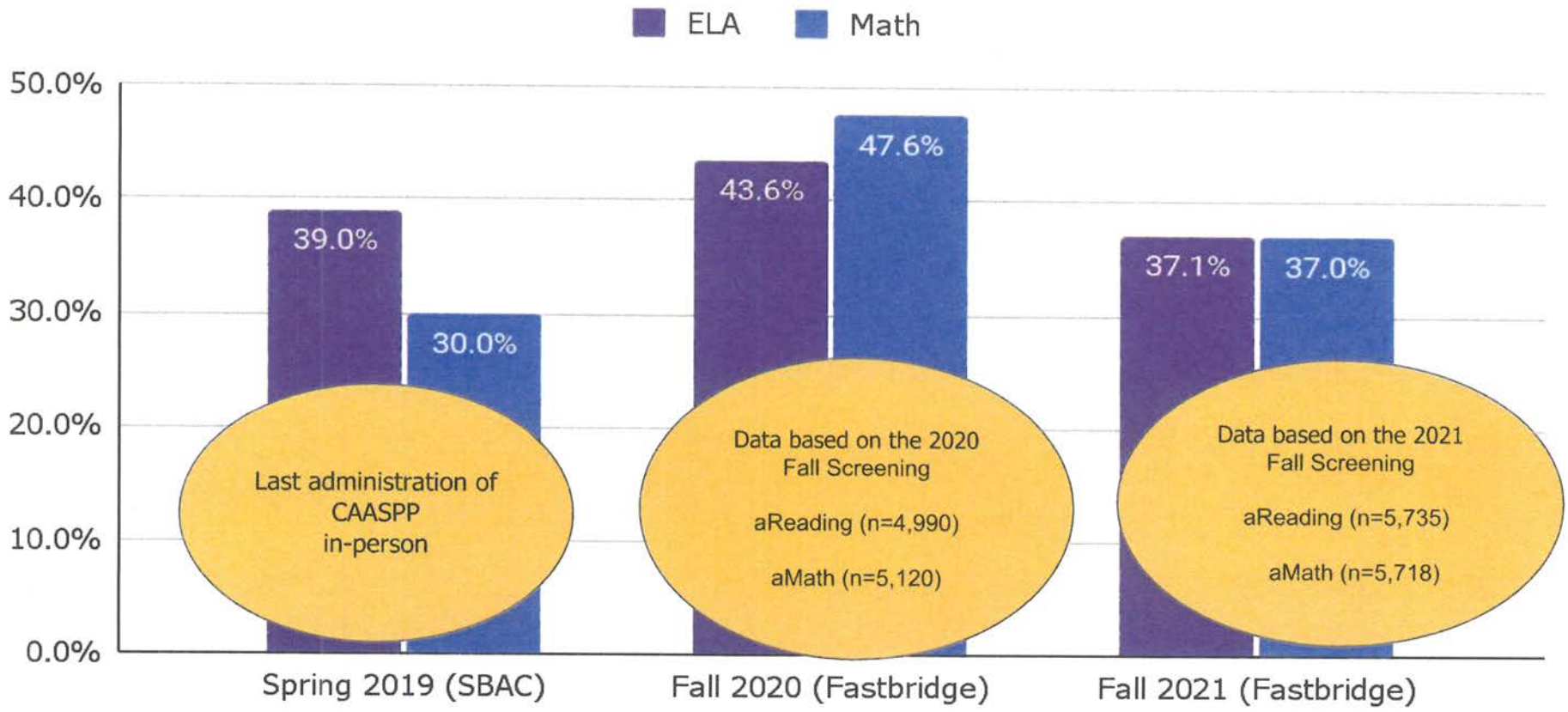

Elementary aReading (On or Above)
Standard Exceeded
Standard Met
80%
60%
40%
20%
0%
13%
25%
10%
22%
7%
19%
14%
18%
20%
22%
10%
26%
9%
19%
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15%
Adelante 1
Adelante 2
Aptitud
Cassell
Chavez
Cureton
Dorsa
Hubbard
Linda Vista
LUCHA
Lyndale
McCollam
Meyer
Painter
Russo/McEntee
Ryan
San Antonio

Data Question

How does the overall academic data compare from Fall "2020" to Fall "2021"?



Academic Data Comparison (On or Above Grade Level)



What additional learning opportunities are available for our students?



Educational Supports and Programs



2021 Summer Programming

Snapshot of Services Provided

- 7 Elementary, 2 Middle, 1 TK-8 Schools
- 1,853 Total Students Participated
- 16 programs offered
- 240+ Parents Participated (virtually) in Springboard and B2K Parent Workshops
- Meals for ALL in community under 18 years
- Staff Member Support: Site Supervisors, Teachers, Administrative Assistants, Classroom Paras, Campus Paras, CNS Staff



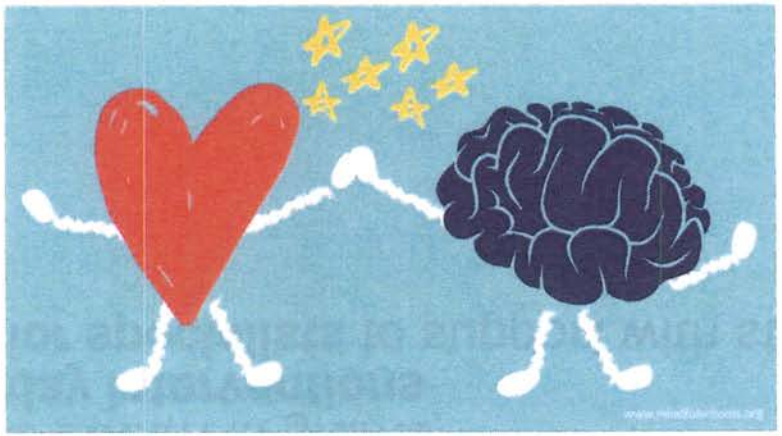
Elevate Math	3rd - 8th grade	268 students
Springboard	1st - 3rd grade	180 students
English Language Development	4th - 8th grade	108 students
Bridge to Kindergarten/1st grade	TK, K, 1st	132 students
ESY Program	PK - 8	94 students
Audacity (VAPA)	6th - 8th grade	40 students + 1 hr a day for ELD program students
CSI (Computer Science Institute)	7th - 8th grade	71 students
Girl Scouts	3rd - 8th grade	21 students
YMCA	4th -5th grade	45 students + 22 campers
Sports for Learning	T4 - 5th grade	420 students
Think Together Camp	K - 5th grade	190 students
Jose Valdes Math Academy	4th - 7th grade	80 students

Additional Services that Support Learning Recovery

1. Site-based **Homework/Intervention Programs**
2. **Think Together** and **Envisioneers** offer additional push-in support during the school day
3. Centralized **tutoring programs** available to all Foster Youth, Mckinney Vento, Migrant Ed students. Other students are served on a referral basis.
4. **Little Heroes** youth sports program at Elementary Schools
5. **Imagine Learning** on-line support for all 2nd grade students
6. 9 new **counselor positions** for elementary schools funded through ELOG and ESSER III grants
7. Targeted **school day interventions**
8. Additional **behavior specialists** to support with student re-integration



Social Emotional Learning and Mental Well-Being



Pre-COVID Trends

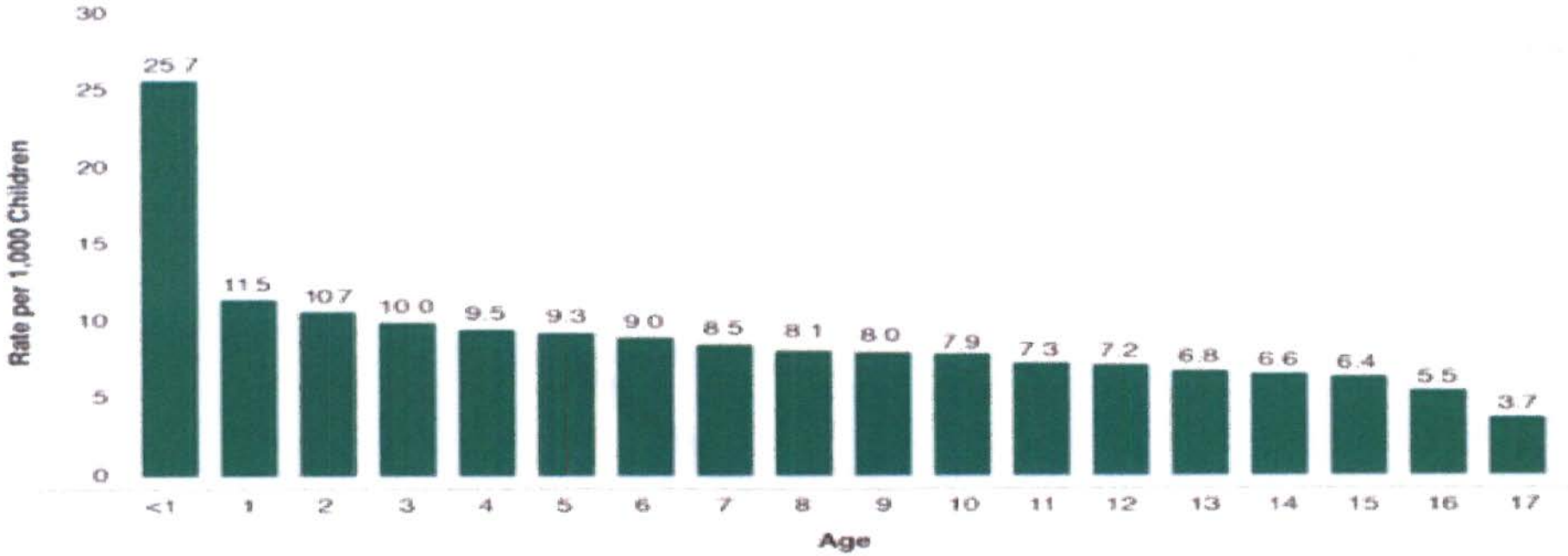
Child Maltreatment



United States 2019: Age of Child Victims

xhibit 3–F Victims by Age, 2019

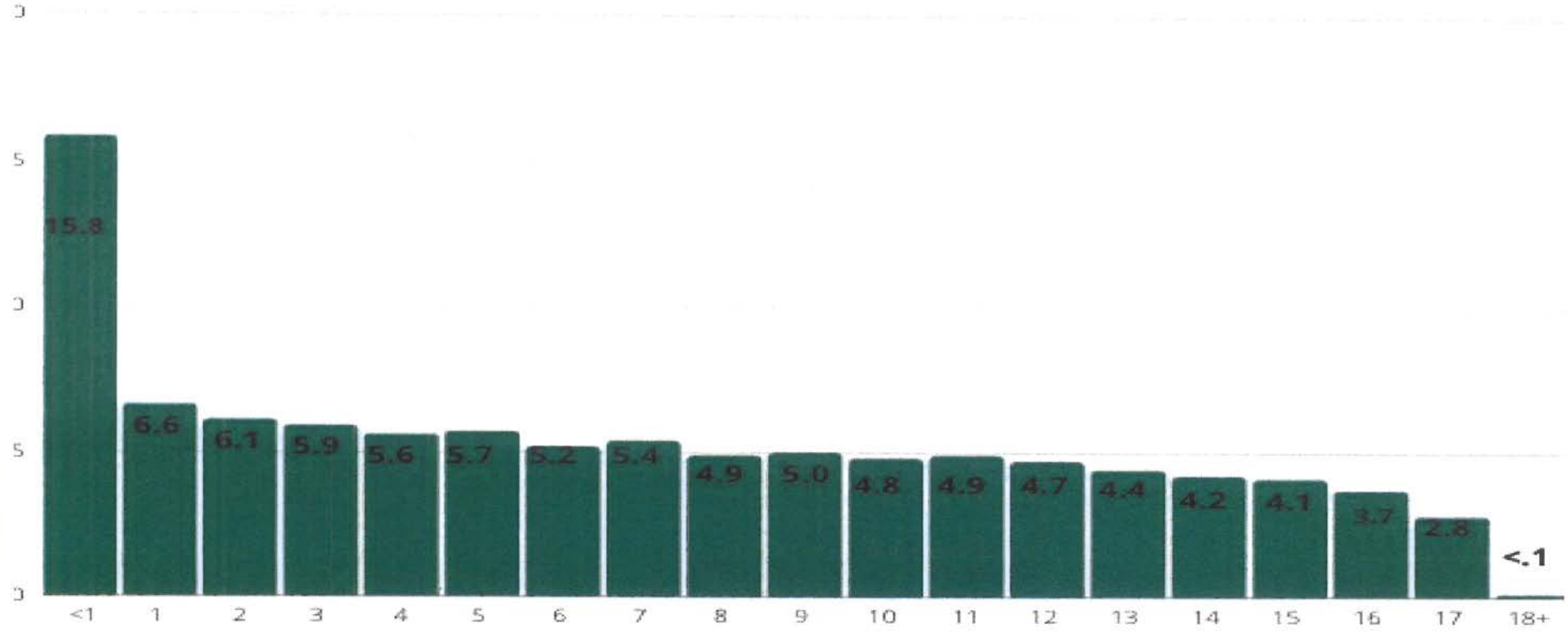
he youngest children are the most vulnerable to maltreatment



ased on data from 52 states. See table 3–6.



California 2019: Age of Child Victims %

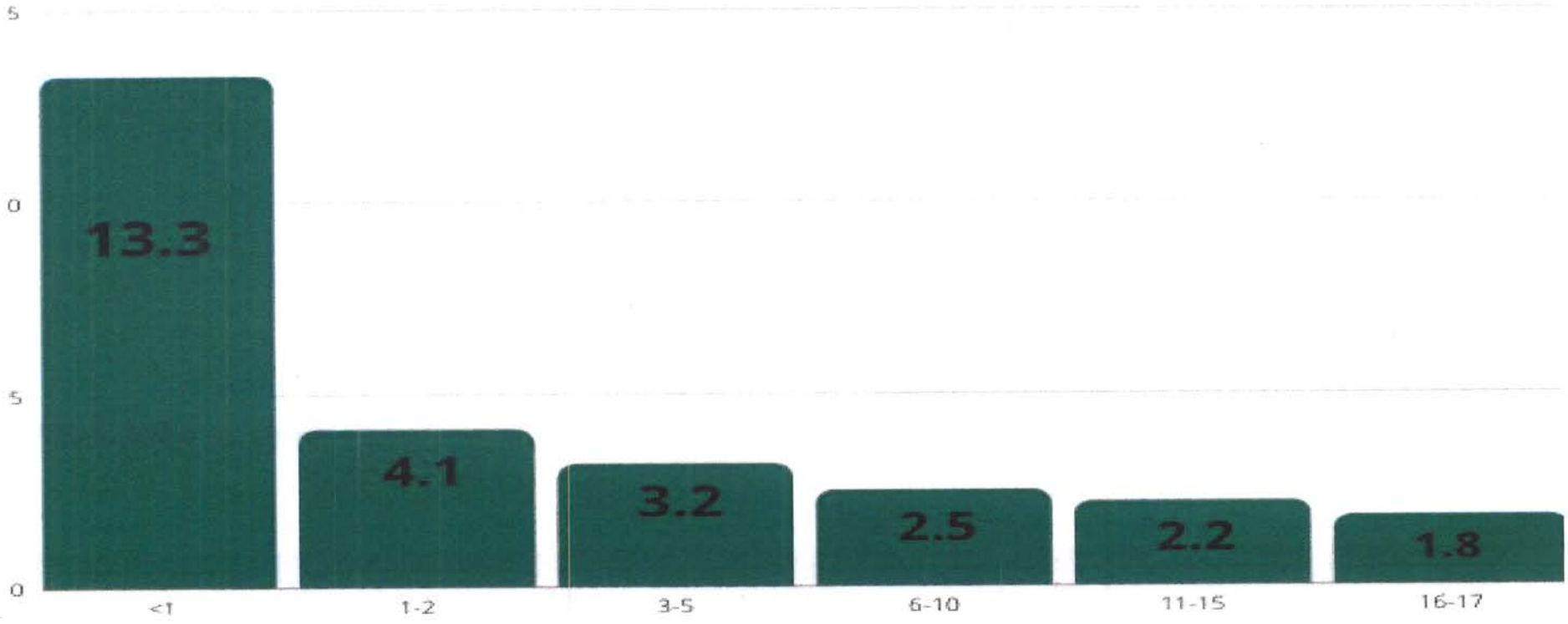


Rate per 1,000 children

ACF

Children's Bureau

Santa Clara County 2019: Age of Child Victims %

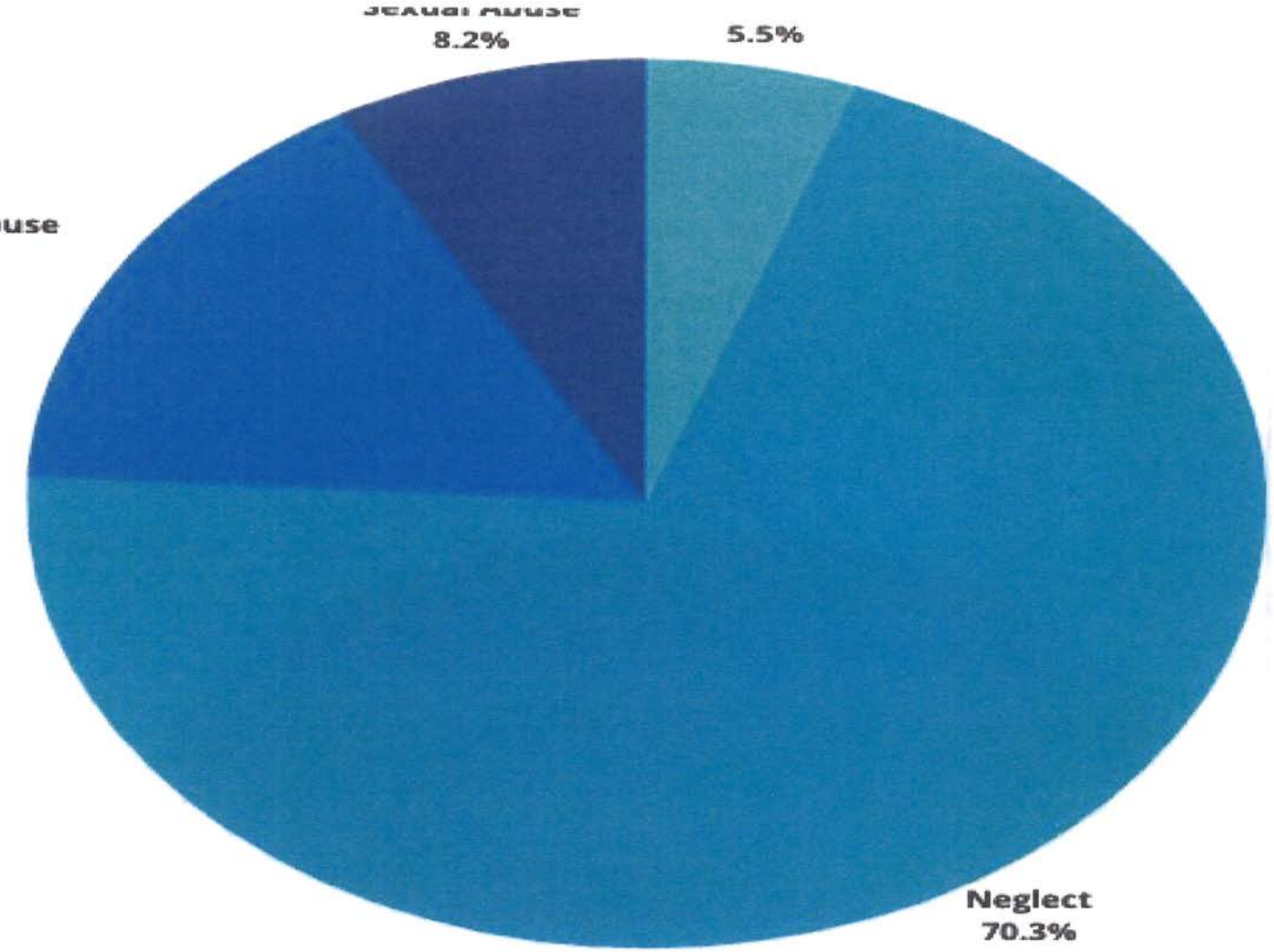


Rate per 1,000 children

ACF
Children's Bureau

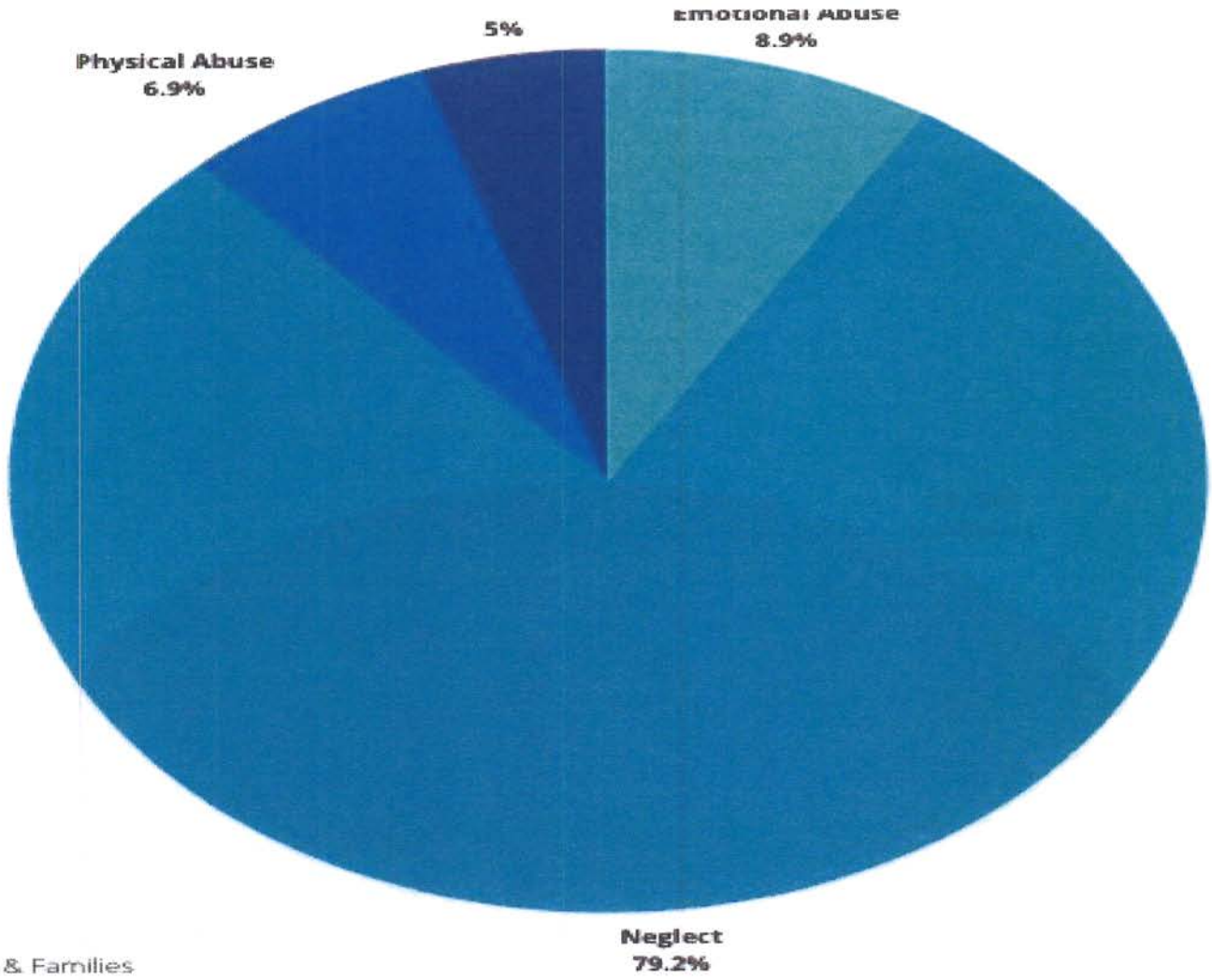
JNITED STATES
2019

Maltreatment Types



CALIFORNIA 2019

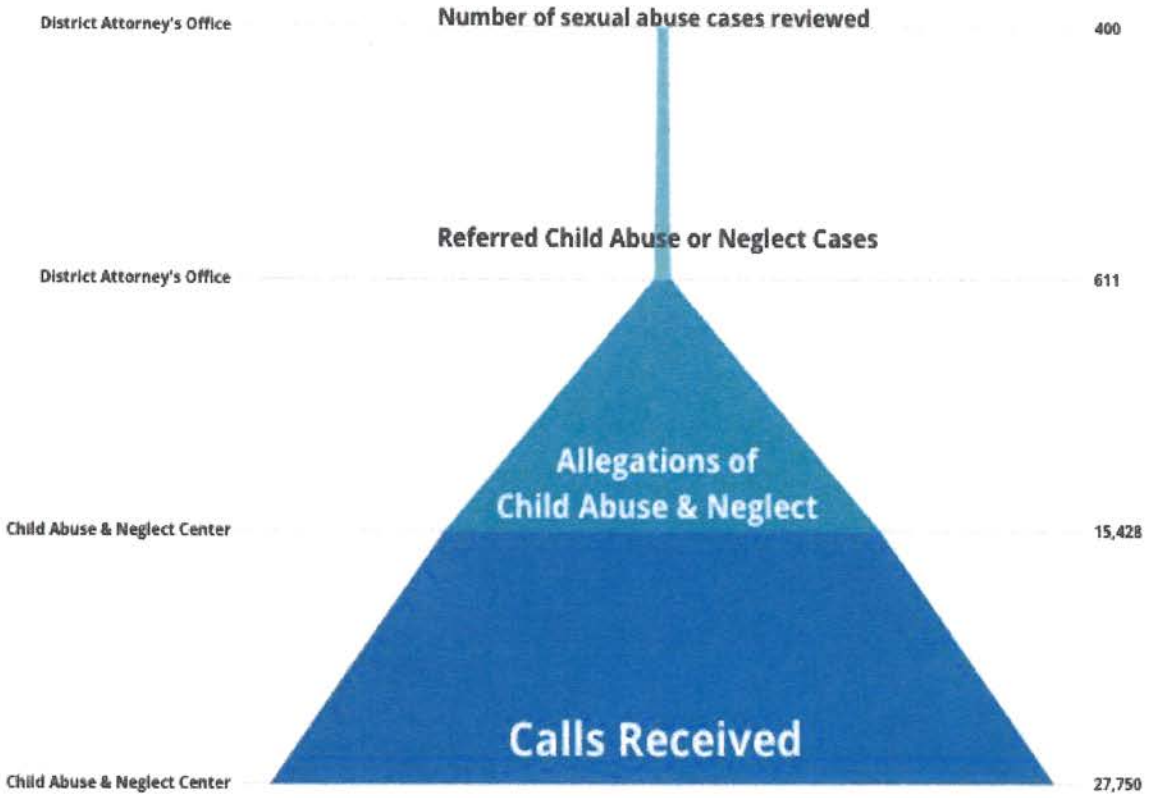
Maltreatment Types



Children's Bureau
An Office of the Adminsitration of Children & Families

Santa Clara County 2019: Child Abuse Off Agenda Report

- District Attorney's Office & Department of Children & Family Services Collaborative
- Majority of data presented within the report consists of DAO reviewed cases



Current Trends
Perspectives from the Field

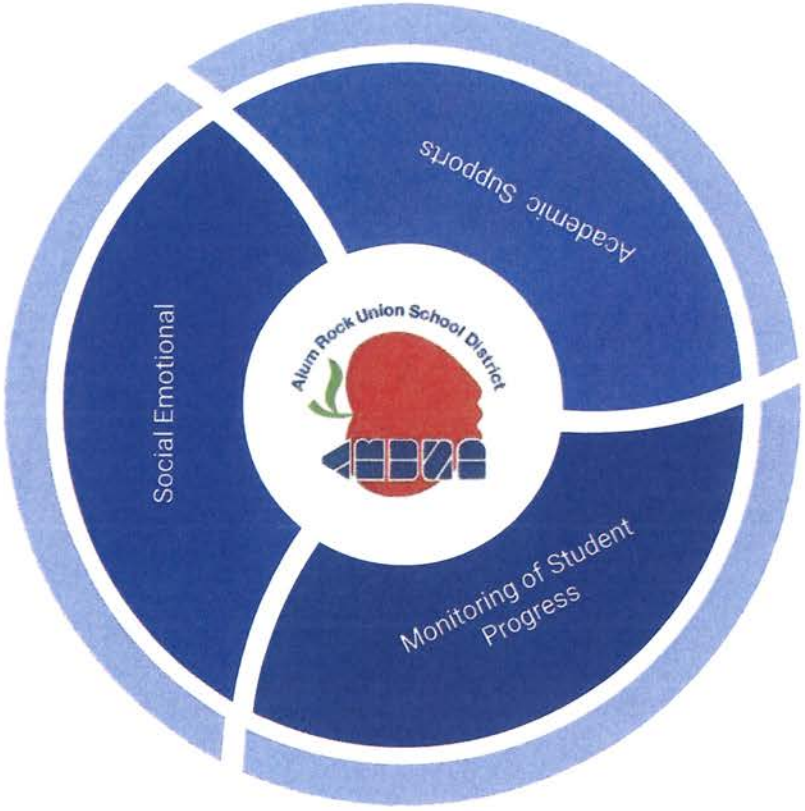


Current Trends: Districtwide
(August 17, 2021 - October 31, 2021)

Type of Incidents	Incidents Reported
Physical aggression between students	248
Death/Loss of Significant Person	78
Domestic Violence	77
Child Abuse	62
Community violence impacting a family	60
Adult Support (Staff, Faculty, Parent/Guardian)	49
Suicide Assessment	43
Self-Harm Assessment	38
Hospitalization/Medical Intervention	8

Current efforts to assist students and families

- Additional 9 counselors for elementary schools
- Community Based Partnerships
- Parent Training
- Professional Development
  - Kognito Training
  - SEL curriculum training for site staff
  - Trauma Competency Series
- Multi-Tiered System of Supports (Structure Building)
  - Resource Mapping & Needs Assessment


Academic Supports
Monitoring of Student Progress
Social Emotional
Alum Rock Union School District

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

8.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

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

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

8.01

Agenda Placement

Meeting: November 18, 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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

November 18, 2021

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1.	Pham, Hong-Nhung	Speech Therapist	10/08/2021

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

November 18, 2021

CLASSIFIED RESIGNATIONS:

I. Resignations:

1.	Jimenez, Margaret	Campus Paraeducator/Adelante II	10/01/2021
2.	Ramos, Juanita	Campus Paraeducator/Chavez	10/18/2021

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Certificated Substitute Pay Rates Effective November 19, 2021 (Information Only).**

Staff Analysis:

District administration has revised the daily rates for all Certificated Substitutes.

Submitted by: Tereasa Smith Title: Director, Human Resources

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

Meeting: November 18, 2021 Regular Board Meeting

8.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District Certificated Substitute Pay Rates

Substitute Teacher:

Daily Rate	Retirees Daily Rate	Residential Subs Daily Rate
$200 = Elementary	E - **$300**	E - **$300**
$200 = Middle	M - **$300**	M - **$300**

Substitute Administrator:

Daily Rate	Long Term Daily Rate (works 30 consecutive days-retro)
$400	**$500**

Effective: 11/19/21

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 EDUCATION

To the Board of Trustees:

Subject: **Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2020 to June 30, 2023.**

Staff Analysis:

District administration is recommending that the Board of Trustees receive Teamsters Local 150 initial proposal for 2020-2023 as presented and direct the Superintendent and/or designee to begin negotiations.

Submitted by: Tereasa Smith Title: Director, Human Resources

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

8.03

Agenda Placement

Meeting: November 18, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Dale Wentz
SECRETARY - TREASURER

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL NO. 150
7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823
TELEPHONE (916) 392-7070 FAX 392-7675
EMAIL teamsters@teamsters150.org

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

November 5, 2021

Hilaria Bauer
Superintendent
Alum Rock Elementary School District
2930 Gay Avenue
San Jose, Ca 95127

Dear Superintendent Bauer,

As per our earlier March 16, 2021 letter please accept the following (attached) as the Teamsters contract specific articles to be sunshined at the next available Board meeting on behalf of our members.

I look forward to productive negotiation sessions that will meet our mutual needs and interests. Please have the Districts representative contact myself at Teamsters Local 150 to arrange to schedule dates for negotiations.

Sincerely,

Alan Daurie

Alan Daurie
Business Representative

AD/tc

Cc: Dale Wentz, Secretary-Treasurer

PROPOSED ARTICLES TO OPEN FROM TEAMSTERS UNION LOCAL 150 TO ALUM ROCK ELEMENTARY SCHOOL DISTRICT

ARTICLE V-DURATION
ARTICLE VII- SENIORITY?
ARTICLE VIII TRANSFER, PROMOTION AND RECLASSIFICATION
ARTICLE IX LAYOFF AND REEMPLOYMENT
ARTICLE XIV VACATION AND HOLIDAY
ARTICLE XVII BARGAINING UNIT MEMBER AND DEPENDENT INSURANCE COVERAGE
ARTICLE XIX JOB DESCRIPTIONS
ARTICLE XXII PAY AND ALLOWANCE
NEW ARTICLE-CATASTROPHIC SICK LEAVE

Dale Wentz
SECRETARY - TREASURER

CHAUFFEURS, TEAMSTERS AND HELPERS
LOCAL NO. 150
7120 EAST PARKWAY – SACRAMENTO, CALIFORNIA 95823
TELEPHONE (916) 392-7070 FAX 392-7675
EMAIL teamsters@teamsters150.org

AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS

March 16, 2021

Via Certified Mail 7012 3460 0000 2543 8980

Hilaria Bauer
Superintendent
ALUM ROCK ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue
San Jose, CA 95127

Dear Superintendent Bauer,

In accordance with the provisions of the collective bargaining agreement now in effect between Alum Rock Elementary School District and Teamsters Local 150, this is to advise you that on behalf of our members, it is the Union's desire to begin negotiations on wages, benefits and other terms and conditions of employment to be incorporated in a new agreement.

Representatives of the Union will be available to meet with you at a mutually convenient time and place. The specific proposals will be sent to you under separate cover to be sunshined.

Sincerely,

Alan Daurie

Alan Daurie
Business Representative

AD/ea-IBT856

cc: Dale Wentz, Secretary-Treasurer, Local 150

8.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2020 – June 30, 2023.**

Staff Analysis:

Staff recommends that the Board of Trustees adopt the District's initial proposal for the period of July 1, 2020 – June 30, 2023 as presented and direct the Superintendent and/or her designee to begin negotiations with Teamsters Local 150.

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

To the Board of Trustees: Meeting: November 18, 2021
Recommend Approval Regular Board Meeting

8.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

November 5, 2021

Alum Rock Union School District's Initial Proposal to
Teamsters Local # 150

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act) all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. This is commonly referred to as "Sunshining" the proposals. On June 27, 2017, the District and Teamsters reached a three (3) year agreement (July 1, 2017 – June 30, 2020). The District hereby submits its bargaining proposal for the 2020 - 2023 Successor Agreement.

Article V	Duration
Article VIII	Transfer, Promotion, and Reclassification
Article XI	Hours, Overtime, and Work Year
Article XVII	Bargaining Unit Member and Dependent Insurance Coverage
Article XXI	Transportation
Article XXII	Pay and Allowance

The District is committed to work collaboratively and in partnership with Teamsters. With respect to the articles identified above, the District's interest is to establish a collective bargaining agreement that supports student achievement, and staff success.

Hilaria Bauer, Ph.D., Superintendent

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

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 14, 2021

Subject: **AchieveKids**

Staff Analysis: AchieveKids is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic or severe behaviorally disordered students. 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 $67,662, for a total contracted amount of $351,969.

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

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

To the Board of Trustees:

Recommend Approval

9.01
Agenda Placement

Meeting: November 18, 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.: 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	$181,176
Change Order #: 1	$+103,131
Change Order #: 2	$+67,662
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$351,969

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	+67,662		
	0000	0		00			000000					

Reason for Adjustment:
Due to the severity of student's disability, a nonpublic school placement is required.

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.)

DocuSign Envelope ID: 301B0F12-749D-471E-BCD9-004D7041271DA

SANTA CLARA COUNTY SELPAs

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN

(Education Code Sections 56365 et seq.)

This agreement is effective on Oct 4, 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 [X] M [ ] F

ADDRESS: _____ CITY: _____ STATE _____ 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: 301B0F12-749D-471E-BCD9-804D7041271DA

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)

Number of days 168 X Per Diem $339.00 = TOTAL BASIC EDUCATION COSTS (A) $ **56,952.00**

(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										
b Group										
c Family										
3 OT										
a Individual										
b Consult										
5 Speech /Language										
a Individual	1 x wkly			30 min	$180.00					$3,150.00
b Group	1 x wkly			30 min	$90.00					$1,575.00
c Consult										
6 Transportation										
9 Behavioral Service	Weekly			Weekly			$171.00			$5,985.00
10 Vocational Services										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ **10,710.00**

MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ **67,662.00**

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 October 4, 2021 and terminates at 5:00 p.m. on June 30, 2022 unless sooner terminated as provided herein.

LEA Date: 10/13/21

Signature

Anthony Colonna

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 Date: 10/13/2021

DocuSigned by:

Stephen Crook

Signature

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 18, 2021

Subject: **Beacon Non Public School**

Staff Analysis: Beacon school is a certified, highly specialized nonpublic school that provides individualized instruction and behavior support services to autistic and behaviorally disordered students.

The student resides within Alum Rock School District and due to the severity of the student's disability, a nonpublic school placement is recommended.

Recommendation: Staff recommends that the Board of Trustee approve the contract increase with Beacon School in the amount of $52,800, for a total contracted amount of $108,656.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees:

Meeting: November 18, 2021
Regular Board Meeting

Recommend Approval

9.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT CHARGE ORDER (POCO)

P.O. No. _____ Contract No. 226149 Contract Original Amount: $55,856

Vendor Name: Beacon School Vendor No. 010951

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
X Increase Amount Line Item No.: 1
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
_____ Other _____

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 55,856
Change Order #: 1	$ +52,800
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 108,656

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	+52,800		
	0000	0		00			000000					

Reason for Adjustment:

Due to the severity of a students' disability that resides in Alum Rock District, a nonpublic school placement is required.

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.)

SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2022, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): ALUM ROCK UNION SCHOOL DISTRICT

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 GAY AVENUE, SAN JOSE, CA 95127

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

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5670 CAMDEN AVENUE, SAN JOSE, CA 95124

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

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER: (____)_____ DOB: ____/____/____

PUPIL ID/SS NUMBER: _____ GRADE: _____

RESIDENTIAL SETTING: ■ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ #_____
☐ OTHER _____

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

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

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.
   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   OCT 15, DEC 17, MAR 18, JUN 3

3. Other Provisions (provide attachments as necessary): _____

SANTA CLARA COUNTY SELPAs
INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365 et seq.)

This agreement is effective on July 1, 2021, or the date the student begins attending a Non-public school and/or receiving services from a Non-public agency. The agreement terminates at 5:00 p.m. on June 30, 2022, unless terminated earlier in accordance with the terms of the Master Contract and applicable law.

NAME OF LOCAL EDUCATION AGENCY ("LEA"): ALUM ROCK UNION SCHOOL DISTRICT

ADDRESS OF LOCAL EDUCATION AGENCY ("LEA"): 2930 GAY AVENUE, SAN JOSE, CA 95127

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

ADDRESS OF NONPUBLIC SCHOOL/AGENCY ("NPS/NPA"): 5670 CAMDEN AVENUE, SAN JOSE, CA 95124

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

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PUPIL TELEPHONE NUMBER: (____)_____ DOB: ____/____/____

PUPIL ID/SS NUMBER: _____ GRADE. _____

RESIDENTIAL SETTING: ☐ HOME ☐ JCS ☐ FOSTER/LCI NAME: _____ #_____

☐ OTHER _____

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

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

CONTRACT TERMS:

1. The Contractor will implement all elements of the Master Contract.
   Master Contract approved by the governing board on _____.

2. CONTRACTOR will provide written progress reports to the Office of Special Education before (***insert quarterly dates here***):
   OCT 15, DEC 17, MAR 18, JUN 3

3. Other Provisions (provide attachments as necessary): _____

INDIVIDUAL SERVICE AGREEMENT FOR NONPUBLIC, NONSECTARIAN SCHOOL/AGENCY SERVICES
(Education Code Sections 56365, et seq.)

PUPIL NAME: RODRIGUEZ (Last) JAMES (First) _____ (Middle)

A. BASIC EDUCATION PROGRAM (Applies to NPS only)

Number of Days 200 x Per Diem $ 264 = TOTAL BASIC EDUCATION COSTS (A) $ 52,800.00
(Include extended school year days as appropriate to the pupil's IEP).

B. RELATED SERVICES:

	SERVICE PROVIDER			TOTAL MINUTES PER WEEK/ OR SESSION	COST PER SESSION					MAX TOTAL COST FOR CONTRACT PERIOD
	Freq	Duration	Start Date		HOURLY	DAILY	WEEKLY	INDIV	GROUP	
1. Adapted PE										
2. Aide Support										
3. Counseling	1/WEEK	50 MIN	10/20/2021	50 MIN/WEEK						
4. OT										
5. PT										
6. Speech/Language										
7. Transportation										
8. Residential Board & Care										
8. Other	1/WEEK	50 MIN	10/20/2021	50 MIN/WEEK						
9. Other										
10. Other										

MAXIMUM TOTAL RELATED SERVICES COST (B) $ _____
MAXIMUM TOTAL BASIC EDUCATION AND RELATED SERVICES COSTS (A+B) $ 52,800.00

All terms and conditions of the current Master Contract for NPS/NPA Service(s) previously executed by the parties hereto, are 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 JULY 1, 2021 and terminates at 5:00 p.m. on JUNE 30, 2022 unless sooner terminated as provided herein.

LEA

_____
(Signature)

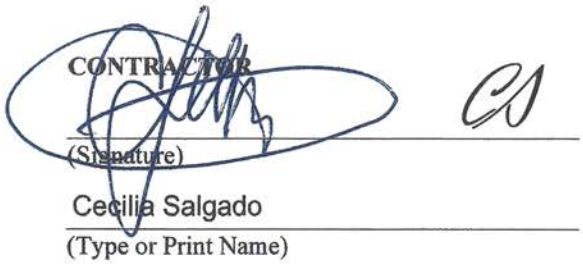
Dr. Hilaria Bauer, Ph.D.
(Type or Print Name)

Alum Rock Union School District
(Name of LEA)

2930 Gay Avenue
(Mailing Address)

San Jose, CA 95127
(City, State, Zip Code)

CONTRACTOR



(Signature)

Cecilia Salgado
(Type or Print Name)

Beacon School
(Name of NPS/NPA)

5670 Camden Avenue
(Mailing Address)

San Jose, CA 95124
(City, State, Zip Code)

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:**

- **October 14, 2021, Regular Board Meeting**
- **October 26, 2021, Special Board Meeting**

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: November 18, 2021
Regular Board Meeting

Recommend Approval

10.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, October 14, 2021, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #08-21/22

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	*(arrived late at 5:33pm)*
Ernesto Bejarano	Clerk	
Linda Chavez	Member	*(arrived late at 5:32pm)*
Minh Pham	Member	

Administrative and Support Staff Members Present:

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

1. OPEN SESSION *(continued)*

1.01 Call to order/Roll Call/Pledge of Allegiance

President Corina Herrera-Loera said there is a quorum.

President Corina Herrera-Loera opened the meeting by honoring the Indigenous People Day celebrated on Monday.

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

Clerk Ernesto Bejarano asked that item 4.03 be moved before 5.02.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

Public Comments:

1) Randi Barber said the teacher's contract should have been finalized by now.

2) Loretta Tanner said she lost someone very close to her due to COVID 19. She said the potential exposure is high.

3) Adriane Vane said last year was very rough. She said she had been a teacher for thirteen years. She commented how the cost of living is so high in Silicon Valley.

4) Shawn Swiess said during the bargaining meeting for teachers and it was very quiet from the district's standpoint. He said the cost of living is very high that many have left the area.

5) Delia Rodriguez asked that the teachers' contract needs to be settled.

6) Ms. Lowry said she had been a teacher at Sheppard for the past fifteen years. She said she loves kids and teaching.

7) Michael Poling said he believes that Superintendent Bauer has the best interest of teachers.

8) Teodolinda Mendoza asked to settle a fair contract for teachers.

9) Jessica Livoti asked to please settle the teacher's contract. She asked that the district invests in its teachers and staff.

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

10) Hilda Ruiz said she is a parent of a former student who attended Alum Rock. She said it is essential for the district to settle a fair contract with teachers.

11) Brenda Zendejas said she stands in solidary with teachers. She said she wants teachers to have a safe environment.

12) Rand Montes said he is a teacher at Joseph George Middle School. He said teachers are treated differently, and things need to change.

13) Danielle DeAmbroso said she is a teacher at Lyndale and has been a teacher for twenty-one years. She said it is not alright that teachers are working without a safety MOU.

14) Sherry Durate said there was a problem with ants at her school, which needs to be addressed.

15) Dilza Gonzalez said she is a parent of two students that attend Alum Rock. She said it is disappointing what is going on with teachers in the district.

16) Tanika said she is a parent of a kindergartener. She said her son's teacher seems unhappy.

3. Comments and Communications

3.01 Alum Rock Administrator's Association (ARAA)

Principal Ivan Montes said he wanted to share the tremendous work administrators are doing. He shared a few highlights.

3.02 Teamsters

Yadira Reyes said she is representing Teamsters. She said Teamsters are doing a great job.

3.03 California School Employee's Association (CSEA)

CSEA President Sharon Fontaine said she wanted to express her gratitude to the Alum Rock managers. She thanked Member Minh Pham for his email. She said CSEA was able to ratify their contract 2020-2023 SY. She gave a shout-out to all the Alum Rock staff and teachers who have put their foot forward to keep the schools running.

3. Comments and Communications *(continued)*

3.04 Alum Rock Educator's Association (AREA)

AREA President Jocelyn Merz said some AREA members had expressed their concerns tonight. She said she had received several calls during the week from teachers asking her what their options were. She said AREA is organized to take the necessary steps to receive an out of the cost of living increase.

3.05 Superintendent

Superintendent Bauer said she appreciates everyone's comments. She congratulated Yadira Reyes on her new position. She said this had been the most challenging year since she was an educator. She thanked all the members of the unions. She commented that the district is facing a shortage of substitutes, and this is a statewide issue.

3.06 Board of Trustees/Communications/ Comments

Vice-President Andrés Quintero thanked all the teachers, administrators, and school sites for all they do for students.

Member Minh Pham said he was glad that Sharon Fontaine was back and hoped to meet her in person. He said he heard the frustration of everyone who spoke during public comment. He commented this was the week of the administrations, and he thanked them all for all the work they do. He said he has been visiting school sites and seen the jazz band.

Member Linda Chavez thanked all teachers and staff for inspiring students at Alum Rock.

Clerk Ernesto Bejarano thanked the negotiating team during this difficult time. He said when resources are limited, both sides need to agree. He commented all that is being done is in the best interest of students.

President Corina Herrera-Loera said it has been hard for everyone during these difficult times. She said she is a union member and understands how everyone is feeling. She commented she attended the Moon Festival. She commented she would soon be celebrating Dia de Los Muertos.

4. Superintendent/ Board Business

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.

Counsel Rogelio Ruiz said Governor Newsom signed Assembly Bill 361, allowing school districts to continue holding public meetings virtually electronically. He said the requirement of the state public health imposed social distancing in crowds in public places. He commented the Board needs to allow real-time public comment. He explained if the Board adopts the resolution, the Board would need to adopt it again in another thirty days.

Public Comments:

1) Rose Ramos said there was a gate problem at Adelante.

2) Adriane Vane said the public should be allowed to text their comments. She said some families do not have wifi and can attend the Board meeting virtually.

3) Michael Poling said he does not think two minutes for public comment is enough time.

MOTION #01-08 by Member Linda Chavez to approve Resolution #12-21/22 and for it to be on the Board agenda for the next month and every consecutive month and every consecutive month should we need to vote on it again. MOTION #01-08 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

4.02 Approve the District Governance Handbook

MOTION #02-08 by Member Linda Chavez to approve as is with the edits to follow. MOTION #02-08 was seconded by Clerk Ernesto Bejarano.

The Board had discussion.

Clerk Ernesto Bejarano said the original motion was to approve as is.

President Corina Herrera-Loera said it was to approve it as is without edits.

4. Superintendent/ Board Business *(continued)*

Public Comment:

1) Adriane Vane asked what the Board was voting on.

2) Michael Poling said the Board is going around in circles, and it looks pretty disorganized.

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

5. Business Services

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

Superintendent Bauer explained the process that happened to bring this item to the Board for approval.

MOTION #03-08 by Vice-President Andrés Quintero to approve Action Item 5.01 as presented. MOTION #03-08 was seconded by Clerk Ernesto Bejarano.

Public Comment:

1) Adriane Vane asked that the Board visit Joseph George.

2) Michael Poling said the district is hiring a law firm and does not have a contract with teachers.

3) Rachel Lopez said she is a teacher at Renaissance Fischer and asked how the contract with the law firm would do for the teachers.

4) Hilda Ruiz said she agreed with the teachers that spoke. She said it is essential to be transparent.

5) Brenda Zendejas said there needs to be a transparent and open process when selecting the firm.

6) Adriane Vane said the district does not want to give teachers a raise.

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

4. Superintendent/ Board Business

4.03 District Energy Savings Solar Power Agreement Follow-up.

Superintendent Bauer said Clerk Ernesto Bejarano had requested to have this item. She said the administration is seeking direction from the Board.

Clerk Ernesto Bejarano said solar panels would save the district hundreds of dollars yearly. He does understand there is a lot of areas of need in the district.

Vice-President Andrés Quintero said he would like to move forward and direct staff to put an RFQ to see what the options are to have solar panels. He said this process would be open to the public in order to be transparent.

Public Comment:

1) Adriane Vane said she agrees that it is a good idea to have solar panels. She asked that Vice-President Andrés Quintero and Member Minh Pham visit her class during their visit to Joseph George tomorrow.

2) Rachel Lopez said she works in San Antonio. She thanked Member Minh Pham for being understanding towards teachers.

3) Brenda Zendejas said she agrees that having solar panels would be a saving. She said the cost to update the electrical to install solar panels would be expensive.

4) Michael Poling said she understands that many things need to be addressed at the school sites. He said at Joseph George Middle School, the tiles of the bathroom need to be replaced.

5) Rose Ramos said she was concerned about the gate at Adelante. She said her child is scared that bad people will go to his school.

6) Sandra Rivera said she is a teacher at Chavez. She said while the district is investing in solar panels when two school sites have closed.

President Corina Herrera-Loera said she is looking forward to hearing more information about solar panels.

5. Business Services

5.02 Update on the Board Program

Public Comment:

1) Michael Poling asked the Board if they considered revising their Bylaws. He said his school site could use water to plant some plants.

2) Rachel Lopez said the district needs to attract parents who have left Charter Schools to return to Alum Rock.

Assistant Superintendent Chheng said there was a Special Board Meeting on July 22, 2021. He stated that the Board interviewed all the firms. He commented the Board selected Cumming to be the program manager.

The Board provided direction to Superintendent Bauer on how to proceed.

Superintendent Bauer asked for clarification on the direction given. She said what she heard was to have the administration move forward with a Financial Advisor and the Bond Council. She said the administration would return with a recommendation to start the process.

President Corina Herrera-Loera responded yes.

6. Instructional Services

6.01 Approve Quarterly Report on Williams Uniform Complaints

MOTION #04-08 by Clerk Ernesto Bejarano to approve Action Item 6.01 as presented. MOTION #04-08 was seconded by Vice-President Andrés Quintero.

Public Comment:

1) Michael Poling said he would like to see the Board as partners. He said he would like to see to plant some flowers at Joseph George Middle School.

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

6. Instructional Services *(continued)*

6.02 Learning Communities for Schools Success Program (LCSSP).

Coordinator of School Mental Wellness Annya Artigas and Director of Social Emotional Learning Imee Almazan gave a PowerPoint presentation on Learning Communities for Schools Success Program.

Public Comment:

1) Rachel Lopez said this is what the district needs. She said during her morning meetings, her class speaks about their feelings.

2) Jessica Navarro said she appericates both Annya Artigas and Imee Almazan.

3) Michael Poling said Social Emotional Learning is very beneficial for schools.

4) Sandra Rivera said during these times, Social Emotional Learning is very helpful.

5) Brenda Zendejas said the presentation gave excellent information.

MOTION #05-08 by Member Minh Pham to extend the Board Meeting until 11:59 pm. MOTION #05-08 was seconded by Member Linda Chavez.

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

7. Human Resources

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

MOTION #06-08 by Vice-President Andrés Quintero to approve Action Item 7.01 as presented. MOTION #06-08 was seconded by Member Minh Pham.

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

7. Human Resources *(continued)*

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

MOTION #07-08 by Vice-President Andrés Quintero to approve Action Item 7.02 as presented. MOTION #07-08 was seconded by Member Minh Pham.

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

7.03 Resignations

8. CONSENT/CONTRACTS OVER $100,000

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

- ***Agenda Item 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.*
- ***Agenda Item 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, $350,0000 dollars.*
- ***Agenda Item 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.*

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

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

9. Contract Extensions over $100,000

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

MOTION #09-08 by Vice-President Andrés Quintero to approve Action Item 9.01 as presented. MOTION #09-08 was seconded by Clerk Ernesto Bejarano.

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

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

MOTION #10-08 by Clerk Ernesto Bejarano to approve Action Item 9.02 as presented. MOTION #10-08 was seconded by Member Linda Chavez.

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

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

MOTION #11-08 by Vice-President Andrés Quintero to approve Action Item 9.03 as presented. MOTION #11-08 was seconded by Member Linda Chavez.

Public Comment:

1) Yadira Reyes said on behalf of teamsters they wanted to thank all the substitutes.

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

9. Contract Extensions over $100,000 *(continued)*

9.04 Approve the Contract Extension for the 2020-2021 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

MOTION #12-08 by Member Linda Chavez to approve Action Item 9.04 as presented. MOTION #12-08 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 Carried

10. CONSENT CALENDAR

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

- ***Agenda Item 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.*
- ***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 Contracts for Professional Services-Firms/Organizations*
- ***Agenda Item 10.06*** *Approve Resolution No. 11-20/21 Inventory Disposal.*
- ***Agenda Item 10.07*** *Approve/Ratify Notices of Employment and Changes of Status/October 14, 2021.*
- ***Agenda Item 10.08*** *Approve Memorandum(s) of Understanding (s).*
- ***Agenda Item 10.09*** *Approve the School-Sponsored Field Trip.*

MOTION #13-08 by Member Minh Pham to approve Agenda Items 10.01,10.02,10.03, 10.04, 10.05, 10.06, 10.07, and 10.08. as presented. MOTION #13-08 was seconded by Vice-President Andrés Quintero.

AMENDED MOTION #14-08 by Member Minh Pham to approve Agenda Items 10.01,10.02,10.03, 10.04, 10.05, 10.06, 10.07,10.08 and 10.09. as presented. MOTION #14-08 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

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 11:54 p.m. President Corina Herrera-Loera welcomed everyone and said there was a quorum.

Counsel Rogelio Ruiz reported the following actions that took place in closed session.

Item 11.03 Motion by Vice-President Andrés Quintero and Second by Member Linda Chavez the Board authorized the initiation of litigation against responsible parties construction in connection with HVAC projects 2017 at Dorsa and LUCHA Elementary schools and the construction defects in connection with the projects. It was a unanimous vote.

He said there was no further action to report.

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 11:56 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, October 26, 2021, 6:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #9-21/22

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 6:30 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:

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

Dr. Hilaria Bauer	Superintendent

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 ancestors who passed away and thinking of those in the spirit world.

2. Superintendent/Board Business

2.01 Potential District Parentships Within District Facilities With the Goal of Generating Streams of Revenue for the District.

Assistant Superintendent Chheng said the administration is seeking direction from the Board on what partnerships envision.

MOTION #01-09 by Member Linda Chavez for the district to start the search generating the revenues for the district. MOTION #01-09 was seconded by President Corina Herrera-Loera.

Public Comment:

1) Veronica Amador said she agrees with Vice-President Andrés Quintero's comments. She said the district needs to partner with organizations that will help the community.

2) Dilza Gonzalez said the district needs to partner with resources that will help the community.

3) Jocelyn Merz said there is a need for child care for staff and the community.

MOTION #02-09 by Vice-President Andrés we authorize the administration to go and seek potential partnerships with the goal to generate streams of revenue with those partnerships exclude partnerships with charter schools. MOTION #02-09 was seconded by Member Minh Pham.

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

2. Superintendent/Board Business *(continued)*

2.02 Approve Resolution #13-21/22 Re: City of San Jose Redistricting Commission and Support of Proposed "Unity Map."

Member Minh Pham spoke about the resolution.

MOTION #03-09 by Member Minh Pham to approve Action Item 2.02 as presented. MOTION #03-09 was seconded by Vice-President Andrés Quintero.

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

2.03 Approve Resolution #14-21/22 Recognizing Native/Indigenous People.

President Corina Herrera-Loera read the resolution.

MOTION #04-09 by Member Minh Pham to approve Action Item 2.03 as presented. MOTION #04-09 was seconded by Vice-President Andrés Quintero.

Public Comment:

1) Dilza Gonzalez thanked President Corina Herrera-Loera for bringing this item to the floor.

2) Gerardo Loera said he is a stepdad to a student from Adelante. He said he urged the Board to approve the resolution.

3) Veronica Amador said she urges the Board to approve the resolution. She said the district needs to continue with Ethnic Studies.

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

3. Instructional Services

3.01 Approve ESSER III Expenditure Plan.

Director Sandra Garcia gave a Powerpoint presentation regarding ESSER III Expenditure Plan.

MOTION #05-09 by Member Linda Chavez to approve Action Item 3.01 as presented. MOTION #05-09 was seconded by Clerk Ernesto Bejarano.

3. Instructional Services *(continued)*

Public Comment:

1) Dilza Gonzalez thanked Sandra Garcia for her presentation.

2) Jocelyn Merz thanked Sandra Garcia on behalf of AREA. She said Sandra Garcia did a great job.

3) Veronica Amador said Sandra Garcia did an excellent job with her presentation.

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. Closed Session

4.01 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.

5. RECONVENE TO OPEN SESSION

5.01 Report of Action Taken in Closed Session.

The Board reconvened to Open Session at 9:51 p.m. President Corina Herrera-Loera welcomed everyone and said there was a quorum.

Counsel Rogelio Ruiz reported the following action that took place in closed session.

Item 4.04 The Board unanimously approved the appointment and employment of Arturo Vasquez as Operations Manager for the district.

Counsel Rogelio Ruiz said there was no further reportable actions.

6. Adjournment

6.01 President Adjourns the Meeting

President Corina Herrera-Loera adjourned the meeting at 9:51 p.m.

Respectfully submitted,

_____

Clerk Ernesto Bejarano
Board Clerk

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.02

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **CONTRACTS FOR PROFESSIONAL SERVICES – FIRMS/ORGANIZATIONS**

Staff Analysis:
The following contracts for professional services are being presented to the Board of Trustees for review and approval.

Recommendation:
Staff recommends approval of the following contracts for professional services on the attached sheets. Contract details are on file in the Purchasing Office.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees:

Recommend Approval

10.02

Agenda Placement

Meeting: November 18, 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
November 18, 2021 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services/ VAPA Danelle Finnen	11/09/21-06/30/22	The Get Down	$8,000.00	Provide after school dance programming 1-2 hours after the school day. Students will learn various styles of street dance, as well as the culture and history behind each. Students will share their learning in an end-of-programming showcase. Funding: General
Human Resources Tereasa Smith	07/01/22-06/30/24	Teach for America	$30,000.00 Per year	Participating District Intern Agreement. Teach for America will use its reasonable efforts to provide the number of teacher candidates for employment with the District. Funding: General
Maintenance Ed Villarreal	11/19/21-06/30/22	Achievement Engineering Corp	$34,391.00	Provide inspector of the record services for the shade structures that will be installed at the following sites: Adelante Academy, Aptitud at Gross Elementary, Joseph George M.S, Renaissance at Fischer M.S, Renaissance at Mathson M.S, Sheppard M.S and San Antonio Elementary. Funding: Various
Maintenance Ed Villarreal	09/10/21-12/31/21	Cornerstone Environmental, Inc.	$1,599.59	Contract Extension: CO 226129, Board approved September 9, 2021. Original contract amount: $2,787.56 New contract amount: $4,387.15 Contract increase due to additional work needed to finish the irrigation system for the back turf at Renaissance @ Mathson. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: VAPA (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Danelle Finnen

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

   Name of Individual/Company: The Get Down

   Address: 198 Jackson Street City: San Jose State: CA Zip: 95112

   Phone: (408) 966-3294 Email Address: getdowndancestudios@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date November 19, 2021 end date June 30, 2022

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

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

   The Get Down will provide after school dance programming 1-2 hours after the school day. Students will learn various styles of street dance, as well as the culture and history behind each. Students will share their learning in an end-of-programming showcase.

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:** $50 to 40 per hr. (describe rate agreement) Not to exceed $8,000 ($50hr per teaching artist, $40hr per teacher's aid. Budget Code:01000000581500111010000000003105261

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				Not to exceed		
				$8,000		

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

The Get Down
198 Jackson Street
San Jose, CA 95112

Title: The Get Down EIN# 2210013597	**Contract Dates:** 2021-2022
Location: Alum Rock School District	**Hours:** After School Program. 1-2 hours after the school day.
Class size: Not to exceed 30 students per teaching artist plus teachers aid.	**Compensation:** $50.00 per teaching artist per hour $40.00 per teachers aid per hour

Scope of work:

In this program, students will learn the foundation of various styles of street dance. They will learn dance history and vocabulary to better understand the culture of the dance. Throughout the course, students will learn about certain musical instruments as well as progressively learn movements to create a performance piece to showcase what they have learned.

Teaching artists and teachers aids will provide a multi-genre arts curriculum and provide all materials throughout the course. Every class will be assessed and be given a lesson plan that will enhance students' creative movement and social skills.

The styles of dance we will be teaching are hip hop, breaking, popping, locking, modern, creative movement, salsa, and bachata. Students will hear the music associated with each dance and will learn the basics of instruments such as turntables, dj controller, cajon, clave, and more.

Objectives:

- Engage students to work together through a collaborative process.
- Encourage students creativity and self expression through dance.
- Build confidence through performing art.
- Cultivate culture by learning dance history.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

PURCHASING
NOV 2 2021 AM 8:50

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 04-016896

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

- [✓] **MOU** (negotiated Agreement)
- [ ] 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: Teach for America

Address: 401 Grand Ave, Suite 400 City: Oakland State: CA Zip: 94610

Phone: (415) 659-0800 x48147 Email: _____

SSN: _____ Fed I.D. #: 13-3541913

CONTRACT TERM: start dates 7/1/2022 end date 6/30/2024

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

Participating District Intern Agreement - Memo of Understanding
Teach for America will use its reasonable efforts to provide the number of teacher candidates for employment with the District

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

X a. **Fee Rate:** $5,000 per corp member Not to Exceed $30,000 of services.

____ b. **Other:** $_____

Describe other related costs: _____

BUDGET CODE: 01000000581500000072006005010 _____ 10/28/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/20/21
Director of Fiscal Services: _____ Date: 10/29/21
Asst. Supt., of Business Services: _____ Date: 10/29/21
Superintendent: _____ Date: _____

DISTRICT EDUCATIONAL PROFESSIONAL SERVICES AGREEMENT

This educational professional services agreement (this "Agreement") is dated September 1, 2021 and is entered into between TEACH FOR AMERICA, INC. ("Teach For America"), a Connecticut non-profit with regional office located at 401 Grand Ave Suite 400 Oakland, CA 94610 and Alum Rock Union School District, a political subdivision of the state of California ("School District") (each individually "a Party" and collectively "the Parties").

RECITALS

WHEREAS, Teach For America is a national leader in recruiting, selecting, training and providing ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems.

WHEREAS, School District seeks to recruit new teachers who are trained to lead students to academic achievement and to equip such teachers with ongoing professional development and support to further develop and sustain their professional practice.

NOW THEREFORE, School District and Teach For America agree to be bound by the terms and conditions of this Agreement.

AGREEMENT

I. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:
School District Responsibilities:

A. Hiring Commitment.

i. Teach For America will use its reasonable efforts to provide the number of teacher candidates for employment with School District ("Teachers") (the "Agreed Number"), but Teach For America cannot and does not guarantee its ability to provide the full Agreed Number of Teachers to School District. Failure to provide the Agreed Number of Teachers for any academic year shall not constitute a breach of this agreement. In the event that Teach For America

supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the fee for each additional Teacher. Each cohort of Teachers employed pursuant to this clause is in addition to the Teachers from prior cohorts.

a. 0-6 teachers for the 2022-2023 academic school year.
b. 0-6 teachers for the 2023-2024 academic school year.
c. For additional detail on the Agreed Number, please see **Exhibit A**.

ii. Whether or not Teach For America is able to provide the full Agreed Number, School District shall consider for hire each Teacher provided by Teach For America who meets the district eligibility requirements.

iii. Any Teach For America Teacher hired by the School District shall be hired as the classroom teacher of record and not for substitute, auxiliary, resource or teacher's aide positions.

iv. Teach For America Teachers will be hired by School District for vacancies across the full range of grades and subject matters and not restricted or limited to so-called "critical" or "shortage" subjects or grade level vacancies. School District agrees that Teach For America Teachers will not provide any religious instruction.

v. To the extent reasonably practicable, School District will employ two or more Teachers per individual Partner School.

vi. School District and Teach For America shall collaborate in good faith to identify individual schools within School District appropriate for Teachers. School District agrees that it will not place Teach For America Teachers at any for-profit schools within its district.

B. Hiring Process.

i. School District and Teach For America will collaborate in good faith to facilitate the efficient hiring of individual Teachers, in accordance with the School District's established District hiring practices.

ii. School District shall use its reasonable efforts to hire Teachers in a timely manner throughout the preceding spring and summer. School District shall employ Teachers no later than the first day of the academic school year. School District agrees that where possible, Teach For America shall be informed of individual Teacher's grade and subject level assignments prior to the start of their Pre-Service Training (as defined below).

iii. Subject to its obligations under pre-existing collective bargaining agreements, contracts, or applicable law, School District will offer alternative employment to any Teacher who is not employed by the first day of the academic school year. "Alternative employment" includes, but is not limited to substitute teaching positions, "pool" teaching positions, classroom aides or other temporary category of employment available within School to individuals with teaching credentials. The purpose of an alternative employment placement is to provide a salary until such time as School District can secure permanent employment as a full-time classroom teacher of record.

iv. In the event that School District cannot offer alternative employment for whatever reason, School District will pay Teach For America a fee of $200 for each business day that an eligible Teacher is not employed after the first day of school for students, up to forty (40) days. (Teach For America uses such fees to defray the living expenses of unplaced Teachers.)

II. TEACHER CANDIDATE RECRUITMENT, SELECTION AND HIRING:

Teach For America Responsibilities:

A. Candidate Recruitment and Selection. Teach For America will utilize its reasonable efforts to recruit, select for participation in the Teach For America program, and present to the School District for employment Teachers from a broad range of academic majors and career fields. Teach For America will use reasonable efforts to recruit Teachers from diverse backgrounds. In connection with the foregoing, Teach For America will not knowingly engage in any unlawful acts of discrimination in its recruiting or selection of candidates.

B. Pre-Service Training. Prior to entering the classroom, all Teachers will undergo pre-service training with Teach For America ("Pre-Service Training), in order to prepare Teachers for this work.

C. Certification Status. Teach For America will provide the Pre-Service Training to Teachers presented to School District for the purpose of ensuring that such Teachers meet applicable federal, state and/or local educational standards or requirements such as those set forth in the federal Every Student Succeeds Act and other applicable state certification regulations (together, the "Requirements"). For purposes of this Section, only those Requirements in effect at the time that the Teacher is offered employment by School District will be applicable.

III. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: School District Responsibilities

A. Employment Status.

i. Every Teacher employed by School District as described in this Agreement shall be a full-time employee of School District with all of the rights, responsibilities and legal protections attendant to that status and not an employee of Teach For America. Nothing in this Agreement shall be construed to grant additional employment rights to individual Teachers.

ii. Nothing in this Agreement shall be construed to make Teach For America party to any Teacher employment agreement, permit Teach For America to interfere in the employment relationship between School District and an employed Teacher, or permit Teach For America to function as the representative of any Teacher absent an express agreement among the parties and the Teacher that Teach For America may operate in such capacity in a particular circumstance.

iii. Nothing in this Agreement shall be construed to imply that an employer-employee relationship exists between Teach For America and any individual Teacher.

iv. Nothing in this Agreement shall be construed to imply that any Teacher employed by the School District is an agent of Teach For America or has any right or authority to create or assume any obligation of any kind, express or implied, on behalf of Teach For America.

v. Notwithstanding the foregoing, School District may continue to employ individual Teacher(s) beyond the two-year commitment by mutual agreement between School District and such Teacher(s).

B. Compensation of Teachers. School District shall provide to every Teacher employed by School District pursuant to this Agreement the same salary and benefits as are provided to other teachers employed by School District who are similarly situated under factors routinely used by School District in making such decisions. Notwithstanding the above, Teach For America acknowledges it exercises no control of the salary and benefits offered to Teachers per this Agreement.

C. Reductions in Force. Subject to its obligations under pre-existing labor agreements and applicable municipal and state laws and regulations, School District shall use reasonable efforts not to terminate any employed Teacher from their teaching position in the event of a reduction in force (RIF), layoffs, "leveling" or other elimination or consolidation of teaching positions within School District. School District shall treat any Teacher employed in connection with this Agreement whose teaching position is eliminated at least as favorably as other teachers with the same job classification, certification status, and/or seniority rights.

D. Compliance with Anti-Harassment and Non-Discrimination Regulations. Teach For America believes all Teachers should be able to work in a safe, inclusive and equitable environments free from all forms of unlawful discrimination based on characteristics or protected status. To that end, School District will provide a copy of their internal harassment policies and/or procedures prior to signing this Agreement. School District acknowledges that not consistently enforcing their policies and procedures constitutes a

breach of this Agreement, and that such judgment is at the sole discretion of Teach For America.

E. Prohibited Activities and AmeriCorps Service Requirements. School District acknowledges that Teachers serving at district schools may be serving as members of AmeriCorps, and as such, are subject to the rules and requirements of AmeriCorps and the Serve America Act and are required to refrain from engaging, directly or indirectly in certain activities while teaching, accumulating service hours towards an education award or otherwise engaging in activities supported by the AmeriCorps program (45 CFR § 2520.65 and 2012 AmeriCorps Provisions IV.D.3). These restrictions pertain to when Teachers are enrolled in the AmeriCorps program and are on the clock at their school, including teaching time, passing and planning periods and professional development sessions. A full list of prohibited activities can be found in attached **Attachment A** but in general, Teachers may not (1) attempt to influence legislation or (2) participate in or endorse political events or activities.

i. School District will not require Teachers to engage in any Prohibited Activities and shall post a list of Prohibited Activities in all locations where Teachers serve, when possible.

ii. School District acknowledges they may be asked to complete AmeriCorps Service Verification forms for Teachers.

iii. For the avoidance of doubt, Teachers may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds.

IV. TEACHER PLACEMENT AND PROFESSIONAL DEVELOPMENT COMMITMENTS: Teach For America Responsibilities

A. Professional Development and On-Line Data Storage Services.

i. Teach For America shall provide on behalf of School District various professional development services and activities for participating Teachers as

well as on-line data storage services to facilitate such professional development services during the Teachers first two years in the classroom (the "Professional Development Services"). These services may include periodic classroom observations by regional program staff, videotaping/recording of instruction in in-person or virtual spaces with review of instructional technique, co-investigative discussions to facilitate Teacher capacity for self-reflection and evaluation of instructional practice using student achievement data, and content area/grade-level workshops facilitated by veteran teachers. In addition, Teach For America shall facilitate Teacher access to an assortment of resources including sample lesson plans, assessments, grade tracking systems, and content area/grade level instructional materials. If professional development services must be provided virtually, at Teach For America's discretion, Teach For America shall provide equivalent services to the extent possible. To facilitate provision of these professional development services, Teach For Amcrica may provide on-line data storage services, including transfer and storage of identifiable student information on Teach For America's software and servers.

ii. To facilitate provision of the Professional Development Services, School District may disclose to Teach For America student-related records and personally identifiable information contained in such records (collectively, "Student Records"). Pursuant to its obligations under the Family Educational Rights and Privacy Act, 20 USC §1232g, and its implementing regulations, 34 CFR pt. 99, as each may be amended from time to time ("FERPA"), in the course of providing the Professional Development Services, Teach For America is a school official with legitimate educational interests in the Student Records disclosed to Teach For America, pursuant to 34 CFR §99.31(a)(1).

iii. Teach For America agrees to use, maintain, and redisclose Student Records only in accordance with the requirements of FERPA, as permitted by this Agreement and/or otherwise authorized by the School District or by law, and in compliance with the student data privacy requirements contained in the Data Sharing Agreement, a form of which is attached and incorporated hereto as,

Attachment B to this Agreement, and only for the purposes for which disclosure was made.

iv. Teach For America may re-disclose Student Records to third parties pursuant to Teach For America's provision of the Professional Development and Data Storage Services, as provided in 34 C.F.R. § 99.33(b), provided that Teach For America shall, in advance, provide the names of such parties and a brief description of such parties' legitimate educational interest in receiving such information.

v. Pursuant to 34 CFR § 99.7(a)(3)(iii), School District shall include, in its annual notification of rights under FERPA, criteria that qualify Teach For America, in its capacity as a provider of professional development and data storage services, as a school official with a legitimate educational interest.

B. Certification and Credentialing Services.

i. Teach For America shall facilitate the enrollment of individual Teachers in an alternative certification/licensure program that will enable the individual Teacher to obtain appropriate credentials to be a classroom teacher of record according to the requirements of the Every Student Succeed Act and applicable state regulations in existence at the time of signature of this agreement..

ii. Teach For America shall not be responsible for, and shall not be in breach of any provision of this Agreement, in the event of any failure by an individual Teacher to fulfill their obligations to maintain their teaching credentials or obtain necessary waiver(s) to remain a classroom teacher of record.

V. GENERAL PROVISIONS

A. Fees-for-Service.

i. School District shall pay Teach For America an annual fee for each Teacher employed under this Agreement to defray expenses Teach For America incurred in recruiting, selecting, providing Pre-Service Training and continuing

professional development services to the Teachers employed by School District under this agreement. All payments for fees shall be in the form of check delivered to Teach For America or wire transfer to an account designated by Teach For America in writing.

ii. With respect to each Teacher whose employment by School District is to commence in the 2022-2023 academic year, School District shall pay Teach For America an annual amount of $5,000 for each year in which such Teacher is employed by School District as of December 1st for each year under this Agreement up to two years from the date such employment is to commence; and

iii. With respect to each Teacher whose employment by School District is to commence in the 2023-2024 academic year, School District shall pay Teach For America an annual amount of $5,000 for each year in which such Teacher is employed by School District as of December 1st for each year under this Agreement, up to two years from the date such employment is to commence.

B. Non-refund. Teach For America shall have no obligation to refund to School District any amount paid by School District in respect of any Teacher in the event of reductions in force (RIFs), terminations without cause, etc. For the avoidance of doubt, School District will be invoiced fees for each individual Teacher as per the terms of the Invoicing and Payment provision.

C. Invoicing and Payment. Teach For America will invoice School District for all amounts due hereunder with respect to any academic year within thirty (30) days of the date of the invoice, provided that Teach For America's failure to timely do so, will not constitute a waiver of any of Teach For America's rights or constitute a breach by Teach For America. For the avoidance of doubt, School District will be invoiced fees for each of the individual Teacher(s) employed by the School District as of December 1st.

D. Term. The term of this Agreement will cover all Teachers whose employment begins with the School District during the 2022-2023 and 2023-2024 academic years. This Agreement will expire on the last school day of the 2024-2025 academic year.

E. Termination. This Agreement may be terminated as follows:

i. at any time by mutual written agreement of the Parties;

ii. by either Party, upon thirty (30) days' prior written notice to the other Party, provided that the terminating Party provides that notice no later than 120 days prior to the end of the current academic year; or

iii. by either Party upon written notice to the other Party in the event of a material breach of this Agreement that is incapable of being cured or, if capable of being cured, is not cured within thirty (30) days following receipt by the breaching Party of written notice of such breach from the non-breaching Party.

F. Survivability and Effect of Termination. In the event of the expiration or termination of this Agreement, this agreement shall become void, with the exceptions that Section IIIA-E (School District placement and professional development responsibilities) shall survive and will remain in effect until such time as there are no Teachers employed under this contract. In addition, Sections VG (No Warranty), V.H (Mutual Indemnification), and V.I (Limitation of Liability) shall survive the expiration or termination of this Agreement indefinitely. Additionally, Teach For America will be entitled to all outstanding amounts due up to the date of expiration or termination.

G. No Warranty. School District hereby agrees and acknowledges that Teach For America does not make and has not made any representation and warranty (express or implied) as to the fitness of any Teacher presented or provided by Teach For America and School District shall indemnify and hold harmless the TFA Indemnities (as defined below in the Section related to Mutual Indemnification) from and against any Losses (also defined below in the same Section below) resulting from any claim related to the services provided by Teach For America, including, but not limited to, claims that any

Teacher presented or provided by Teach For America was unfit for the position for which he or she was hired by School District.

H. Mutual Indemnification. Each Party shall indemnify and hold harmless the other party and its officers, directors, employees and agents (the " Indemnitees") from and against any and all losses, liabilities, claims, damages, costs and expenses (including attorneys' fees) ("Losses") to which such Indemnitee may become subject arising out of a breach of this Agreement by the indemnifying party, except to the extent such Losses result from the willful misconduct or gross negligence of such Indemnitee.

I. Limitation of Liability. Neither Party nor any of its officers, directors, employees or agents shall be liable to the other Party in connection to this Agreement, except for a Loss resulting from willful misconduct or gross negligence on the part of such Party; provided that in no event any such liability be in excess of the aggregate amount of the value of this Agreement. To the extent permitted by applicable state laws and regulations, neither Party shall have any liability to the other Party with respect to Losses asserted after 6 months of the expiration or termination of this Agreement, whichever is earliest.

J. Surveys. School District acknowledges that Teach For America may survey individual constituents, teachers, etc. at the partner school sites regarding its programming and professional development of Teachers in the classroom.

K. Amendment/Modification/Extension. Any amendment, modification, extension must be in writing and signed by each Party.

L. Counterparts. This Agreement may be executed in any number of counterparts (including by electronic transmission).

M. Governing Law. This Agreement and all matters relating hereto shall be governed by, construed and interpreted in accordance with the laws of the State of [California],

N. Severability. If any term or provision of this Agreement is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such provisions or part thereof shall be stricken from this Agreement, and such provision shall not affect the legality, enforceability or validity of the remainder of this Agreement. Such stricken provision shall be replaced, to the extent possible, with a legal, enforceable and valid provision that is as similar in tenor to the stricken provision as is legally possible.

O. Notices. Any notices to either Party under this Agreement shall be in writing and delivered by hand or sent by nationally recognized messenger service, or by registered or certified mail, return receipt requested, to the addresses set forth below or to such other address as that Party may hereafter designate by notice.

DISTRICT CONTACT

Name: _____
Title: _____
Address: San Jose, CA
Email: _____

TEACH FOR AMERICA:

Name: Beatrice Viramontes
Title: Executive Director, TFA
Address: 401 Grand Ave Suite 400
Oakland, CA 94610
Email: Beatrice.Viramontes@teachforamerica.org

With an electronic copy to:

Name: TFA Legal Affairs
Email: LegalAffairs@teachforamerica.org
**Send only notices related to breach of contract and indemnity.*

P. Waiver. A waiver or a breach or default under this Agreement shall not be a waiver of any other subsequent breach or default. The failure or delay in enforcing compliance with any term or condition of this Agreement shall not constitute a waiver unless expressly waived in writing .

Q. Authority. This Agreement supersedes all communications between the parties related to the subject matter of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of School District and Teach For America has caused its duly authorized representative to sign this Agreement in the space provided below.

By:		By:	
Name:		Name:	Beatrice Viramontes
Title:		Title:	Executive Director, TFA
Address:		Address:	401 Grand Ave Suite 400
			Oakland, CA 94610

Teach For America

Contract Owner Attestation:

☐ This contract required legal changes to the required terms and was reviewed/approved by TFA Legal Affairs in this final form.

☒ This contract did not require legal changes and was not reviewed by TFA Legal Affairs.

Name: Marissa Kanemura-Morin

Title: MD, Onboarding & Partnerships

EXHIBIT A

Certification (subject) Area	Grade Level	Agreed Number of Teachers	Academic Years of Employment
SPED, Bilingual (Vietnamese and Spanish), Single Subject Core (ELA, Social Science, Math, Science)	K-12	0-6	2022-2023, 2023-2024
SPED, Bilingual (Vietnamese and Spanish), Single Subject Core (ELA, Social Science, Math, Science)	K-12	0-6	2023-2024, 2024-2025

Fees shall be determined by the actual number of Teachers hired under this Agreement.

i. Each cohort of Teachers employed pursuant to this clause is in addition to Teachers from prior cohorts employed by the School District and who are returning for their second year of employment.
ii. If Teach For America provides School District with a number of Teachers that is lower than the Agreed Number, the number of Teacher candidates provided will constitute the Agreed Number for purposes of determining any fees that the School District owes Teach For America.
iii. In the event that Teach For America supplies the School District with any Teachers above the Agreed Number, School District agrees to pay the agreed upon fees for the additional Teachers.

ATTACHMENT A
AMERICORS PROHIBITED ACTIVITIES

Citations:

- 45CFR § 2520.65 - http://www.americorps.gov/help/ac_sn_all_2012/WebHelp/index.htm
- 2012 AmeriCorps Provisions IV.D.3 - https://egrants.cns.gov/provisions/ACProvisions2012.pdf

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities:

a. Attempting to influence legislation;
b. Organizing or engaging in protests, petitions, boycotts, or strikes;
c. Assisting, promoting, or deterring union organizing;
d. Impairing existing contracts for services or collective bargaining agreements;
e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
h. Providing a direct benefit to—
    i. A business organized for profit;
    ii. A labor union;
    iii. partisan political organization;
    iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these 9 provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    v. An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
j. Providing abortion services or referrals for receipt of such services; and
k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non- CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

ATTACHMENT B
DATA SHARING AGREEMENT

Alum Rock Union School District and Teach For America, Inc. Data Sharing Agreement

This Data Sharing Agreement ("DSA"), effective on the date of execution by the last signing Party (the "Effective Date"), is made and entered into by and between Teach For America, Inc. ("Teach For America," or "Recipient"), and the Alum Rock Union School District ("ARUSD"), (each a "Party" and collectively, the "Parties").

WHEREAS, on September 1, 2021, the ARUSD and Teach For America entered into a Professional Services Agreement ("PSA") whereby Teach For America agreed to recruit, select, train and provide ongoing professional development to individuals committed to closing the achievement gap by serving as effective classroom teachers specifically equipped to enhance student achievement in under-resourced school systems ("Corps Members"). As such, under 34 CFR 99.31(a) Teach For America has a legitimate educational interest in accessing and using, and (b) ARUSD may share with Teach For America, the ARUSD described herein;

WHEREAS, Teach For America desires to use the ARUSD Data to track the growth and achievement of students taught by Teachers supported by Teach For America and to measure the impact of these Teachers within their contexts in order to provide: tailored support and professional development programming for these Teachers, report to funders and board members, and to evaluate and evolve our model for selecting new teachers into the program, and support ARUSD in improving teacher development, effectiveness and student outcomes.

WHEREAS, The Parties wish to enter into this DSA, which sets forth the terms under which the Parties will share the ARUSD and Teach For America data consistent with appropriate confidentiality obligations and applicable laws;

NOW THEREFORE, The Parties agree as follows:

1. **Definitions**
   A. "Breach" will mean any actual or reasonably suspected unauthorized access, acquisition, use, disclosure, loss, modification, destruction, or inability to account for ARUSD Data.

   B. "ARUSD Student Record Data" means and refers to the data described more fully in **Appendix A** that ARUSD provides to Teach For America in connection with this DSA.

   C. "ARUSD Video Data" means and refers data described as videotaping or recording of instruction in in-person or virtual spaces for review of instructional technique,

which are manually transferred or uploaded to Teach For America's software and servers by Corps Members in connection with this DSA.

D. "ARUSD Data" collectively refers to both the ARUSD Student Record Data and Video Data.

E. "FERPA" means and refers to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and implementing regulations set forth in 34 CFR Part 99.

F. "Personal Data" means and refers to any information that identifies or that can reasonably be used to identify a specific individual, including but not limited to any information that meets the definition of "Personally Identifiable Information" set forth in 34 C.F.R. § 99.3

G. "Privacy and Security Laws" means and refers to (i) all applicable U.S. federal, state, and local laws, rules, regulations, directives and governmental requirements currently in effect and as they become effective relating in any way to privacy, confidentiality, security, or breach notification of Personal Data, including but not limited to FERPA and (ii) all applicable industry standards concerning privacy, data protection, confidentiality or information security.

H. Others…?

II. Description of Data Access, Exchange and Use

A. ARUSD will provide the ARUSD Student Record Data described in **Appendix A** to Teach For America in a form, format, frequency, and security feature mutually agreed by the Parties and laid forth in **Appendix A**.

B. Corps Members will transfer or upload ARUSD Video Data to Teach For America in a form, format, frequency, and security mutually agreed by the Parties and laid forth in **Appendix B**

C. The restricted ARUSD Data will be used solely for the purposes agreed upon by the two parties.

D. Teach For America may request additional data or use of data, in writing, from ARUSD at any point. If ARUSD agrees to provide such data or to its use, all terms of this agreement apply to the additional data. This includes ongoing data for subsequent cohort years, in which Teach For America and ARUSD have entered into a PSA, after the original DSA is signed.

E. Access to Teach For America Data will be limited solely to the appropriate ARUSD staff designated in writing (after executing **Attachment A**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties.

F. Teach For America Agrees as follows:

i. Provide ARUSD with a dataset (after executing **Attachment A**) that will allow for the identification of Teach For America Teachers in the existing district data system ("Teach For America Data"). Teach For America and ARUSD agree that both parties will follow appropriate data protection protocols in transferring this data to representatives of ARUSD as well as protect any and all personal data.

ii. Access to ARUSD Student Record Data at the identified individual teacher level will be limited solely to Teach For America regional and national staff (after executing **Attachment C**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.

iii. Access to ARUSD Student Record Data at the individual student level will be limited solely to appropriate Teach For America national analytics staff designated in writing (after executing **Attachment B**) and the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.

iv. Access to ARUSD Student Record Data aggregated by class/teacher will be limited solely to Teach For America employees, funders, and board members. Teach For America agrees that the data may not be loaned or otherwise conveyed to anyone other than authorized recipients of the parties to this agreement.

v. Access to ARUSD Video Data will be limited solely to Teach For America employees and Corps Members for ongoing coaching and development of current and future Corps Members. Teach For America agrees that the Video Data may not be loaned, used or otherwise conveyed to anyone other than internal staff, current and future Corps Members, using software services to securely house and host this data.

vi. Upon execution of **Attachment B**, Teach For America will not share ARUSD aggregate student data for student cohorts less than five (5).

vii. Teach For America will not externally share or publish conclusions from any analyses that identifies the district, without the prior consent of ARUSD.

viii. Teach For America agrees to share any findings from its analyses and/or aggregate reports with ARUSD.

III. DUTIES

A. The ARUSD will perform the following duties:

i. Provide data for the purposes of this Agreement in compliance with the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. section

1232g and 34 C.F.R, section 99, and related California Education Code provisions.

ii. Provide Teach For America with information security specifications required to transmit pupil record information electronically in the form, format, frequency, and security features laid out in **Appendix A** as set forth herein.

iii. Upon execution of a separate authorization and publicity release form, ARUSD authorizes Teach For America to use photography and/or video of its students by naming Teach For America as an approved affiliate or partner and third party beneficiary of the ARUSD with regard to all publicity/model releases signed by student and/or parents, especially as they relate to videos and photographs of student of ARUSD.

iv. Authorizes Teach For America and Corps Members, by the execution of this Agreement, to coordinate all necessary parental/guardian FERPA and media releases to allow the videotaping of in-person and/or virtual instruction in order to obtain ARUSD Video Data.

B. Teach For America will perform the following duties:

v. Comply with all FERPA and CTC Provisions, including the following:

a. Teach For America further agrees not to share data received under this DSA with any other entity not set forth in this Agreement. Teach For America agrees to allow ARUSD access to any relevant Teach For America records for purposes of completing authorized audits of the parties.

b. Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA [and other federal, state and local laws] with respect to the data shared under this agreement. Teach For America agrees to require and maintain an appropriate confidentiality agreement from each employee, contractor or agent with access to data pursuant to this agreement and **Attachment B**.

c. Maintain all data obtained pursuant to this agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this agreement except as necessary to fulfill the purpose of the original request. All copies of data of any type, including any modifications or additions to data from any source that contains information regarding students, are subject to the provisions of this agreement in the same manner as the original data. The ability to access or maintain data under this agreement shall not under any circumstances transfer from Teach For America to any other institution or entity.

d. Not disclose any ARUSD Data obtained under this agreement in a manner that could identify an individual student to any other entity in published results of data use authorized by this agreement.

e. Use data in a manner that does not permit personal identification of parents and students by anyone other than representatives of Teach For America authorized by this Agreement with legitimate educational interests for purposes of this Agreement.

f. Destroy all personally identifiable ARUSD Data obtained under this agreement when it is no longer needed for the purpose for which it was obtained. Nothing in this agreement authorizes Teach For America to maintain personally identifiable data beyond the time period reasonably needed to complete the purpose of the request. After creating and verifying the final merged data set, all personally identifiable data shall be destroyed in compliance with 34 CFR Section 99.31 (a) (6). Teach For America agrees to require all employees, contractors, or agents of any kind to comply with this provision. Consistent with FERPA, Teach For America will retain a de-identified data set to conduct analyses for specific projects that have been approved in advance and in writing by ARUSD.

vi. Teach For America shall comply with the ARUSD 's information security specifications prior to receiving any electronic transfers of pupil record information. ARUSD may require Teach For America to provide documentation of compliance prior to any transmittal.

vii. Teach For America shall designate in writing a single authorized representative able to request data under this agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this agreement. ARUSD or its agents may, upon request, review the records required to be kept under this section. Teach For America's authorized representative must sign and complete the Confidentiality Agreement, (**Attachment B**) which is incorporated by reference,

viii. If Teach For America experiences a Breach, Teach For America will immediately take steps to mitigate any harm resulting from such Breach and/or as are required under applicable Privacy and Security Laws. Teach For America will report in writing to ARUSD without unreasonable delay, but in no event later than forty-eight (48) hours of determining that a Breach of ARUSD Data has occurred. Teach For America will cooperate with any reasonable ARUSD requests for information regarding such Breach.

IV. GENERAL PROVISIONS

A. TERM. The Term of this Agreement shall begin on the Effective Date, cover all Corps Members hired under the PSA originally dated September 1, 2021, and shall expire on June 30, 2025.

B. TERMINATION. This Data Sharing Agreement may be terminated as follows:
   i. At any time by mutual agreement of the parties;
   ii. By either party upon thirty (30) days prior written notice to the other Party;
   iii. By either party upon written notice to the other in the event of a material breach of this Agreement that is not cured within thirty (30) days following the receipt by the breaching party of written notice from the non-breaching party.

C. EFFECT OF TERMINATION. If this Agreement expires or is terminated by either party, it shall become void. The expiration or earlier termination of this specific Agreement shall not serve to terminate the associated PSA.

D. GOVERNING LAW The validity, interpretation and performance of this agreement shall be determined according to the laws of the State of California.

E. INDEMNIFICATION Teach For America shall indemnify and hold the ARUSD and its Board Members, administrators, employees, agents, attorneys, and contractors (Indemnitees) harmless against all liability, loss, damage and expense (including reasonable attorneys' fees) resulting from or arising out of this agreement or its performance, whether such loss, expense, damage or liability was proximately caused in whole or in part by the negligent or willful act or omission of Teach For America, including, without limitation, its agents, employees, subcontractors or anyone employed directly or indirectly by it.

F. NOTICES All notices required or permitted by this Agreement shall be in writing and shall be either personally delivered or sent by nationally-recognized overnight courier, facsimile or by registered or certified U.S. mail, postage prepaid, addressed to the individuals as set forth below (except that a party may from time to time give notice changing the address for this purpose). A notice shall be effective on the date personally delivered, on the date delivered by a nationally-recognized overnight courier, on the date set forth on the receipt of a telecopy or facsimile, or upon the earlier of the date set forth on the receipt of registered or certified mail or on the fifth day after mailing.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Alum Rock Union School District
Name, Title	Bea Viramontes, ED	Name, Title	
ADDRESS:	401 Grand Ave, Suite 400 Oakland, CA	ADDRESS:	San Jose, CA
TELEPHONE:		TELEPHONE:	
EMAIL:	Beatrice.Viramontes@teachforamerica.org	EMAIL:	

G. The points of contact for technical issues regarding the exchange, storage and security of the ARUSD Data and related technical issues are:

Teach For America: Beatrice Viramontes

ARUSD:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last day noted below.

AGENCY 1:	TEACH FOR AMERICA	AGENCY 2:	Alum Rock Union School District
ADDRESS:	401 Grand Ave, Suite 400 Oakland, CA	ADDRESS:	San Jose, CA
TELEPHONE:		TELEPHONE:	
EMAIL:	Beatrice.Viramontes@teachforamerica.org	EMAIL:	
SIGNATORY NAME (PRINT):		SIGNATORY NAME (PRINT):	
SIGNATORY TITLE:	Executive Director	SIGNATORY TITLE:	
SIGNATURE:		SIGNATURE:	
DATE:		DATE:	

APPENDIX A - DATA ELEMENTS, FORM, FORMAT, FREQUENCY, AND SECURITY FEATURES

Data Elements

ARUSD will, to the fullest extent possible, include the following data and specified variables in the ARUSD Data sets provided to Teach For America (limited only by what is available through the method of access);

a. The following teacher data and variables are essential to Teach For America's data request:
   i. district, district code, school, school code
   ii. Subject name, subject ID, course name, course ID, section ID
   iii. grade level name, grade level code

b. The following teacher data and variables are helpful but not essential to Teach For America's data request:
   i. years employed with partner
   ii. TFA affiliation (current CM/ alumni)
   iii. certification/ license level
   iv. gender
   v. race
   vi. ethnicity
   vii. teacher evaluation rating/ observation data (where available)
   viii. student/parent survey summary results (where available)

c. The following student data and variables are essential to Teach For America's data request:
   i. interim assessment scores (BOY, MY, EOY) (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
   ii. state test scale scores (previous + current) (all scores including scale score, proficiency/ performance level, raw scores, percentile rank,or other scales available)
   iii. student survey results (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)
   iv. test grade
   v. test subject
   vi. test year
   vii. State StudentID number

d. The following student data and variables are helpful but not essential to Teach For America's data request:
    i. race/ ethnicity
    ii. ELL status
    iii. special education/ disability status
    i. low socioeconomic-status (SES)
    iv. attendance data (e.g. daily absence or tardiness, number of absences/tardies over a specified time period, days attended and missed, average daily attendance);
    v. behavior/discipline data (e.g. number of detentions, suspensions, office referrals);

e. The following aggregate data are essential to Teach For America's data request:
    i. ARUSD average scores for all interim assessment tested grades and subjects (all scores including growth goals/targets, grade level equivalency, mastery, percentile rank, or other scales available)
    ii. ARUSD average scores for all state tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available) tested grades and subjects (all scores including scale score, proficiency/ performance level, raw scores, percentile rank, or other scales available)
    iii. ARUSD average scores for all [student survey] surveyed grades and subjects (all scores including individual question scores, aggregate construct scores, raw scores, any deidentified open ended responses or other scales available)

APPENDIX B

DESCRIPTION OF SYSTEM(S) USED IN THE TRANSFER OF ARUSD VIDEO DATA, FREQUENCY AND SECURITY FEATURES

System Description:

Other Systems Description:

Docebo Description:

The onset of the Covid-19 pandemic fast-forwarded Teach For America's (TFA) work to create a more personalized corps member experience, through a standardized platform and other digital offerings. The charge: leverage technology to help us unblock and enable a digital transformation. After a robust RFQ process Docebo proved to meet all of the identified needs for an enterprise Learning Management System (LMS) including the ability to: track course and assignment completion, track progress through an asynchronous course, respond to discussion prompts simply within an asynchronous course, easily and intuitively navigate assignments (due dates, ability to upload files, daily to-dos), customize and automate data reporting, assigned learning plans for individuals or groups of users, communicate key announcements through the system, and share classroom teaching videos and receive feedback from expert practitioners and coaches.

This **Appendix B** shall serve as Teach For America- Bay Area's official notification of the use of the Docebo platform for corps member teacher coaching and training. While instruction may be in-person, virtual, or follow a hybrid model this school year, we believe it is important that we innovate and remain agile in our approach to the coaching and training we provide corps members. Below we've outlined the various ways Teach For America- Bay Area and corps members will utilize the Docebo platform, including but not limited to:

- Uploading and reviewing classroom recordings and other content in order to engage in discourse and feedback on teaching practices.
- Foster strong dialogue and collaboration with other corps members and Teach For America staff as they share resources, ideas, and feedback.
- Streamline coaching conversations centered on individual teacher development, rooted in evidence from their classrooms, and use evidence-based practices modeled by other teachers.

As part of our use of Docebo, Teach For America corps members will be uploading their classroom recordings. Although these recordings are focused and framed around the teacher, there may be times they include student images. Teach For America will obtain parental consent waivers for any videos which include student images.

Docebo Security Features:

Although corps members will upload classroom recording videos, these videos are not sharable outside of the platform and only the corps member who uploaded the video and Teach For America coaches have rights to download it. Our partnership with Docebo meets rigorous data security and

privacy standards as a closed and private platform and Docebo has affirmed their compliance with laws and regulations concerning the privacy, security and notification of breaches.

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- Achievement Engineering Corp, 2021-2022

Date: October 18, 2021

Summary:
Achievement Engineering Corp will provide inspector of record services for the Shade Structures that will be installed at the following sites:

These sites are as follows:

- Adelante Academy
- Aptitud @ Goss
- George Middle
- Renaissance/Fischer
- Renaissance/Mathson
- Sheppard Middle
- San Antonio Elementary

The cost for the inspection services of each site will be $4,913.00.

Recommendation:
Staff recommends the Board of Trustees approve the contract with Achievement Engineering Corp for the amount of $34,391.00 for the 2021-2022 Fiscal Year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: MOT-Maintenance (School/Dept.) VENDOR NO. _____

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: Achievement Engineering Corp.

   Address: 2455 Autumnvale Drive, Ste. E City: San Jose State: CA Zip: 95131

   Phone: (408) 217-9174 Email Address: arash@achieveng.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 11/19/2021 end date 06/30/2022

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

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

   Achievement Engineering Corp will provide inspector of the record services for the shade structures that will be installed at the following sites: Adelante Academy, Aptitud at Goss Elementary, Joseph George Middle, Renaissance at Fischer Middle, Renaissance at Mathson Middle, Sheppard Middle, and San Antonio Elem.

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:** $ 34,391.00 (NTE) (describe rate agreement) cost per site at $4,913 each for Seven (7) Sites

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7422	0	6290	00	0000	8500	000000	xxx	7389	QR 10/22/21	MN 10/22/2021
										See Attached	QR 10/22/21

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

ACHIEVEMENT ENGINEERING CORP

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9753

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	Adelante Academy - Alum Rock School District - Shade Structure		
Project Address:	2999 Ridgemont Drive, San Jose, CA 95127		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

4.2 It is the CLIENT's responsibility to ensure that all government fees, applications, permits, plan checks, recordings, etc. are paid and up-to-date prior to the start-date of ACHIEVENG's services.

4.3 CLIENT agrees to schedule all required inspections in-advance of the needed inspection date (minimum of two [2] business days before inspection). Scheduling for re-inspection of any discrepancy is the responsibility of the CLIENT or CLIENT'S representative. Re-inspection will be charged per quoted rate.

4.4 ACHIEVENG will perform its services within the applicable standard of care of similar work within the relevant community; however ACHIEVENG makes no warranty or guarantee, either expressed or implied, nor does the work or relationship create a fiduciary relationship between the parties. CLIENT recognizes and understands that professional opinions related to geotechnical, geologic, or environmental conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data is obtained, despite the use of due professional care.

4.5 Per section 1704.1 of CBC, ACHIEVENG's Special Inspection Professional Services are in addition to the inspections required by a Jurisdiction and are not intended or to be used to replace them.

4.6 ACHIEVENG only observes the actual work and record it. ACHIEVENG is not liable for any discrepancy between the plans and the final product.

4.7 ACHIEVENG will provide two (2) original letters to CLIENT. The letters will be provided two (2) business days after payment in full is made by CLIENT. CLIENT agrees to forward one (1) original letter to the City Building Official and one (1) to the Engineer of Record for the project.

4.7a CLIENT is responsible to notify ACHIEVENG if they need their letter sooner than two (2) business days. An additional $75.00 Rush Fee will be added to CLIENT's final invoice for this expedited service.

4.8 In the event of cancellation of this Agreement by CLIENT, CLIENT agrees to pay for all work and expenses incurred as of the last day of service. If CLIENT cancels this Agreement before ACHIEVENG provides any services, for any reason, CLIENT agrees to pay a $200.00 Administration Fee to ACHIEVENG.

4.9 CLIENT agrees to pay a service charge of 1.5% (one and one-half percent) per month on any outstanding balances which remain in excess of over thirty (30) days.

4.10 ACHIEVENG reserves the right to pursue a lien for non-payment for any item of this Agreement. This term item will serve as a preliminary notice to CLIENT and/or the homeowner.

4.11 The liability of ACHIEVENG, its employees, officers, and agents for CLIENTS claims of loss, injury, death, damage, or expenses, including, without limitations, CLIENT'S claims for contribution and indemnity, expressed or implied, with respect to any claims related to any services provided by ACHIEVENG pursuant to this Agreement shall not exceed in the aggregate of the lesser of the cost of errors, omissions, or other professional acts and including unintentional breach of contract; further, CLIENT expressly waives any claims against ACHIEVENG for loss of profit, consequential damages, or liabilities for reduction in property value.

4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

4.13 CLIENT agrees to pay all fees, costs, and reasonable attorney's fees should it become necessary to file an action to recover fees related to this Agreement.

4.14 This Agreement supersedes any and all other agreements, whether verbal, implied, or in writing between ACHIEVENG and CLIENT and contains any agreements in the context of this contract. Each party acknowledges that no representations, inducements, promised or otherwise, have been made by the other party and no other agreements are valid unless contained herein.

4.15 This Agreement is valid if and only if it is signed by both parties, each of which should keep a signed copy.

4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

Accountant-in-Charge:	TBD	**Phone:**	TBD
Payment Term:	Due Upon Receipt of Invoice	**Email:**	TBD
Billing Address:	2930 Gay Ave, San Jose, CA 95127		

6. OWNERSHIP OF DOCUMENTS

6.1 Drawings, specifications, and other documents, prepared by the ACHIEVENG and/or ACHIEVENG's consultants are instruments of Service for use sole with respect to this Project. This includes documents in electronic for. The ACHIEVENG and/or ACHIEVENG's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to this Project or for other projects, without the prior written Agreement of ACHIEVENG. Any unauthorized use of the Instruments of Service shall be at the CLIENT's sole risk and without liability to ACHIEVENG and/or ACHIEVENG's consultants

6.2 In the event of termination of this Agreement for any reason, any services previously rendered by ACHIEVENG, including the product thereof (plans, sketches, drawings, illustrations, specifications, analysis and so forth) are the properties of ACHIEVENG.

7. INSURANCE

ACHIEVENG has commercial general liability insurance coverage up to $2,000,000 general aggregate and professional liability insurance (omissions and errors) up to $2,000,000 limit.

8. AUTHORIZATION

By signing this authorization, you agree to accept the financial responsibility to pay all project fees and cost, and you are also certifying that you have the legal authority to contractually bind the CLIENT.

CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

Total cost estimate for this agreement is not to exceed:		**$4,913.00**					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
INS55: Material Sampling / Transportation		1	3	3	hour	$100	$300.00
POS16: Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only		1	1	1	each	$150	$150.00
STL1: Rebar Tensile Test Up to #8		1	2	2	each	$78	$156.00
STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
STL13: High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test		1	2	2	each	$104	$208.00
INS52: Pile / Pier Observation		1	4	4	hour	$100	$400.00
INS46: Field Compaction Testing with Nuclear Gauge		2	4	8	hour	$100	$800.00
SOIL5: Modified Proctor Compaction - 4 inch mold		1	1	1	each	$260	$260.00
SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

ACHIEVEMENT ENGINEERING CORP

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9748

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	Aptitude Academy at Goss Elementary - Alum Rock School District - Shade Structure		
Project Address:	2475 Van Winkle Lane, San Jose, CA 95116		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

4.2 It is the CLIENT's responsibility to ensure that all government fees, applications, permits, plan checks, recordings, etc. are paid and up-to-date prior to the start-date of ACHIEVENG's services.

4.3 CLIENT agrees to schedule all required inspections in-advance of the needed inspection date (minimum of two [2] business days before inspection). Scheduling for re-inspection of any discrepancy is the responsibility of the CLIENT or CLIENT'S representative. Re-inspection will be charged per quoted rate.

4.4 ACHIEVENG will perform its services within the applicable standard of care of similar work within the relevant community; however ACHIEVENG makes no warranty or guarantee, either expressed or implied, nor does the work or relationship create a fiduciary relationship between the parties. CLIENT recognizes and understands that professional opinions related to geotechnical, geologic, or environmental conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data is obtained, despite the use of due professional care.

4.5 Per section 1704.1 of CBC, ACHIEVENG's Special Inspection Professional Services are in addition to the inspections required by a Jurisdiction and are not intended or to be used to replace them.

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4.11 The liability of ACHIEVENG, its employees, officers, and agents for CLIENTS claims of loss, injury, death, damage, or expenses, including, without limitations, CLIENT'S claims for contribution and indemnity, expressed or implied, with respect to any claims related to any services provided by ACHIEVENG pursuant to this Agreement shall not exceed in the aggregate of the lesser of the cost of errors, omissions, or other professional acts and including unintentional breach of contract; further, CLIENT expressly waives any claims against ACHIEVENG for loss of profit, consequential damages, or liabilities for reduction in property value.

4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

4.13 CLIENT agrees to pay all fees, costs, and reasonable attorney's fees should it become necessary to file an action to recover fees related to this Agreement.

4.14 This Agreement supersedes any and all other agreements, whether verbal, implied, or in writing between ACHIEVENG and CLIENT and contains any agreements in the context of this contract. Each party acknowledges that no representations, inducements, promised or otherwise, have been made by the other party and no other agreements are valid unless contained herein.

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4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

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6.2 In the event of termination of this Agreement for any reason, any services previously rendered by ACHIEVENG, including the product thereof (plans, sketches, drawings, illustrations, specifications, analysis and so forth) are the properties of ACHIEVENG.

7. INSURANCE

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8. AUTHORIZATION

By signing this authorization, you agree to accept the financial responsibility to pay all project fees and cost, and you are also certifying that you have the legal authority to contractually bind the CLIENT.

CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

Total cost estimate for this agreement is not to exceed:		$4,913.00					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
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STL1: Rebar Tensile Test Up to #8		1	2	2	each	$78	$156.00
STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
STL13: High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test		1	2	2	each	$104	$208.00
INS52: Pile / Pier Observation		1	4	4	hour	$100	$400.00
INS46: Field Compaction Testing with Nuclear Gauge		2	4	8	hour	$100	$800.00
SOIL5: Modified Proctor Compaction - 4 inch mold		1	1	1	each	$260	$260.00
SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

ACHIEVEMENT ENGINEERING CORP

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9749

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	Joseph George Middle School - Alum Rock School District - Shade Structure		
Project Address:	277 Mahoney Drive, San Jose, CA 95127		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

4.2 It is the CLIENT's responsibility to ensure that all government fees, applications, permits, plan checks, recordings, etc. are paid and up-to-date prior to the start-date of ACHIEVENG's services.

4.3 CLIENT agrees to schedule all required inspections in-advance of the needed inspection date (minimum of two [2] business days before inspection). Scheduling for re-inspection of any discrepancy is the responsibility of the CLIENT or CLIENT'S representative. Re-inspection will be charged per quoted rate.

4.4 ACHIEVENG will perform its services within the applicable standard of care of similar work within the relevant community; however ACHIEVENG makes no warranty or guarantee, either expressed or implied, nor does the work or relationship create a fiduciary relationship between the parties. CLIENT recognizes and understands that professional opinions related to geotechnical, geologic, or environmental conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data is obtained, despite the use of due professional care.

4.5 Per section 1704.1 of CBC, ACHIEVENG's Special Inspection Professional Services are in addition to the inspections required by a Jurisdiction and are not intended or to be used to replace them.

4.6 ACHIEVENG only observes the actual work and record it. ACHIEVENG is not liable for any discrepancy between the plans and the final product.

4.7 ACHIEVENG will provide two (2) original letters to CLIENT. The letters will be provided two (2) business days after payment in full is made by CLIENT. CLIENT agrees to forward one (1) original letter to the City Building Official and one (1) to the Engineer of Record for the project.

4.7a CLIENT is responsible to notify ACHIEVENG if they need their letter sooner than two (2) business days. An additional $75.00 Rush Fee will be added to CLIENT's final invoice for this expedited service.

4.8 In the event of cancellation of this Agreement by CLIENT, CLIENT agrees to pay for all work and expenses incurred as of the last day of service. If CLIENT cancels this Agreement before ACHIEVENG provides any services, for any reason, CLIENT agrees to pay a $200.00 Administration Fee to ACHIEVENG.

4.9 CLIENT agrees to pay a service charge of 1.5% (one and one-half percent) per month on any outstanding balances which remain in excess of over thirty (30) days.

4.10 ACHIEVENG reserves the right to pursue a lien for non-payment for any item of this Agreement. This term item will serve as a preliminary notice to CLIENT and/or the homeowner.

4.11 The liability of ACHIEVENG, its employees, officers, and agents for CLIENTS claims of loss, injury, death, damage, or expenses, including, without limitations, CLIENT'S claims for contribution and indemnity, expressed or implied, with respect to any claims related to any services provided by ACHIEVENG pursuant to this Agreement shall not exceed in the aggregate of the lesser of the cost of errors, omissions, or other professional acts and including unintentional breach of contract; further, CLIENT expressly waives any claims against ACHIEVENG for loss of profit, consequential damages, or liabilities for reduction in property value.

4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

4.13 CLIENT agrees to pay all fees, costs, and reasonable attorney's fees should it become necessary to file an action to recover fees related to this Agreement.

4.14 This Agreement supersedes any and all other agreements, whether verbal, implied, or in writing between ACHIEVENG and CLIENT and contains any agreements in the context of this contract. Each party acknowledges that no representations, inducements, promised or otherwise, have been made by the other party and no other agreements are valid unless contained herein.

4.15 This Agreement is valid if and only if it is signed by both parties, each of which should keep a signed copy.

4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

Accountant-in-Charge:	TBD	**Phone:**	TBD
Payment Term:	Due Upon Receipt of Invoice	**Email:**	TBD
Billing Address:	2930 Gay Ave, San Jose, CA 95127		

6. OWNERSHIP OF DOCUMENTS

6.1 Drawings, specifications, and other documents, prepared by the ACHIEVENG and/or ACHIEVENG's consultants are instruments of Service for use sole with respect to this Project. This includes documents in electronic for. The ACHIEVENG and/or ACHIEVENG's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to this Project or for other projects, without the prior written Agreement of ACHIEVENG. Any unauthorized use of the Instruments of Service shall be at the CLIENT's sole risk and without liability to ACHIEVENG and/or ACHIEVENG's consultants

6.2 In the event of termination of this Agreement for any reason, any services previously rendered by ACHIEVENG, including the product thereof (plans, sketches, drawings, illustrations, specifications, analysis and so forth) are the properties of ACHIEVENG.

7. INSURANCE

ACHIEVENG has commercial general liability insurance coverage up to $2,000,000 general aggregate and professional liability insurance (omissions and errors) up to $2,000,000 limit.

8. AUTHORIZATION

By signing this authorization, you agree to accept the financial responsibility to pay all project fees and cost, and you are also certifying that you have the legal authority to contractually bind the CLIENT.

CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

Total cost estimate for this agreement is not to exceed:		$4,913.00					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
INS55: Material Sampling / Transportation		1	3	3	hour	$100	$300.00
POS16: Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only		1	1	1	each	$150	$150.00
STL1: Rebar Tensile Test Up to #8		1	2	2	each	$78	$156.00
STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
STL13: High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test		1	2	2	each	$104	$208.00
INS52: Pile / Pier Observation		1	4	4	hour	$100	$400.00
INS46: Field Compaction Testing with Nuclear Gauge		2	4	8	hour	$100	$800.00
SOIL5: Modified Proctor Compaction - 4 inch mold		1	1	1	each	$260	$260.00
SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9752

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	Renaissance Academy at Fischer Middle - Alum Rock School District - Shade Structure		
Project Address:	1720 Hopkins Drive, San Jose, CA 95122		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

4.2 It is the CLIENT's responsibility to ensure that all government fees, applications, permits, plan checks, recordings, etc. are paid and up-to-date prior to the start-date of ACHIEVENG's services.

4.3 CLIENT agrees to schedule all required inspections in-advance of the needed inspection date (minimum of two [2] business days before inspection). Scheduling for re-inspection of any discrepancy is the responsibility of the CLIENT or CLIENT'S representative. Re-inspection will be charged per quoted rate.

4.4 ACHIEVENG will perform its services within the applicable standard of care of similar work within the relevant community; however ACHIEVENG makes no warranty or guarantee, either expressed or implied, nor does the work or relationship create a fiduciary relationship between the parties. CLIENT recognizes and understands that professional opinions related to geotechnical, geologic, or environmental conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data is obtained, despite the use of due professional care.

4.5 Per section 1704.1 of CBC, ACHIEVENG's Special Inspection Professional Services are in addition to the inspections required by a Jurisdiction and are not intended or to be used to replace them.

4.6 ACHIEVENG only observes the actual work and record it. ACHIEVENG is not liable for any discrepancy between the plans and the final product.

4.7 ACHIEVENG will provide two (2) original letters to CLIENT. The letters will be provided two (2) business days after payment in full is made by CLIENT. CLIENT agrees to forward one (1) original letter to the City Building Official and one (1) to the Engineer of Record for the project.

4.7a CLIENT is responsible to notify ACHIEVENG if they need their letter sooner than two (2) business days. An additional $75.00 Rush Fee will be added to CLIENT's final invoice for this expedited service.

4.8 In the event of cancellation of this Agreement by CLIENT, CLIENT agrees to pay for all work and expenses incurred as of the last day of service. If CLIENT cancels this Agreement before ACHIEVENG provides any services, for any reason, CLIENT agrees to pay a $200.00 Administration Fee to ACHIEVENG.

4.9 CLIENT agrees to pay a service charge of 1.5% (one and one-half percent) per month on any outstanding balances which remain in excess of over thirty (30) days.

4.10 ACHIEVENG reserves the right to pursue a lien for non-payment for any item of this Agreement. This term item will serve as a preliminary notice to CLIENT and/or the homeowner.

4.11 The liability of ACHIEVENG, its employees, officers, and agents for CLIENTS claims of loss, injury, death, damage, or expenses, including, without limitations, CLIENT'S claims for contribution and indemnity, expressed or implied, with respect to any claims related to any services provided by ACHIEVENG pursuant to this Agreement shall not exceed in the aggregate of the lesser of the cost of errors, omissions, or other professional acts and including unintentional breach of contract; further, CLIENT expressly waives any claims against ACHIEVENG for loss of profit, consequential damages, or liabilities for reduction in property value.

4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

4.13 CLIENT agrees to pay all fees, costs, and reasonable attorney's fees should it become necessary to file an action to recover fees related to this Agreement.

4.14 This Agreement supersedes any and all other agreements, whether verbal, implied, or in writing between ACHIEVENG and CLIENT and contains any agreements in the context of this contract. Each party acknowledges that no representations, inducements, promised or otherwise, have been made by the other party and no other agreements are valid unless contained herein.

4.15 This Agreement is valid if and only if it is signed by both parties, each of which should keep a signed copy.

4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

2455 Autumnvale Drive, Ste. E, San Jose, CA 95131
Ph: (408) 217-9174 | Fax: (408) 217-9632 | www.achieveng.com

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

Accountant-in-Charge:	TBD	**Phone:**	TBD
Payment Term:	Due Upon Receipt of Invoice	**Email:**	TBD
Billing Address:	2930 Gay Ave, San Jose, CA 95127		

6. OWNERSHIP OF DOCUMENTS

6.1 Drawings, specifications, and other documents, prepared by the ACHIEVENG and/or ACHIEVENG's consultants are instruments of Service for use sole with respect to this Project. This includes documents in electronic for. The ACHIEVENG and/or ACHIEVENG's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to this Project or for other projects, without the prior written Agreement of ACHIEVENG. Any unauthorized use of the Instruments of Service shall be at the CLIENT's sole risk and without liability to ACHIEVENG and/or ACHIEVENG's consultants

6.2 In the event of termination of this Agreement for any reason, any services previously rendered by ACHIEVENG, including the product thereof (plans, sketches, drawings, illustrations, specifications, analysis and so forth) are the properties of ACHIEVENG.

7. INSURANCE

ACHIEVENG has commercial general liability insurance coverage up to $2,000,000 general aggregate and professional liability insurance (omissions and errors) up to $2,000,000 limit.

8. AUTHORIZATION

By signing this authorization, you agree to accept the financial responsibility to pay all project fees and cost, and you are also certifying that you have the legal authority to contractually bind the CLIENT.

CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

Total cost estimate for this agreement is not to exceed:		$4,913.00					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
INS55: Material Sampling / Transportation		1	3	3	hour	$100	$300.00
POS16: Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only		1	1	1	each	$150	$150.00
STL1: Rebar Tensile Test Up to #8		1	2	2	each	$78	$156.00
STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
STL13: High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test		1	2	2	each	$104	$208.00
INS52: Pile / Pier Observation		1	4	4	hour	$100	$400.00
INS46: Field Compaction Testing with Nuclear Gauge		2	4	8	hour	$100	$800.00
SOIL5: Modified Proctor Compaction - 4 inch mold		1	1	1	each	$260	$260.00
SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

ACHIEVEMENT ENGINEERING CORP

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9751

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	Renaissance Academy at Mathson Middle School - Alum Rock School District - Shade Structure		
Project Address:	480 Rough and Ready, San Jose, CA 95133		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

4.2 It is the CLIENT's responsibility to ensure that all government fees, applications, permits, plan checks, recordings, etc. are paid and up-to-date prior to the start-date of ACHIEVENG's services.

4.3 CLIENT agrees to schedule all required inspections in-advance of the needed inspection date (minimum of two [2] business days before inspection). Scheduling for re-inspection of any discrepancy is the responsibility of the CLIENT or CLIENT'S representative. Re-inspection will be charged per quoted rate.

4.4 ACHIEVENG will perform its services within the applicable standard of care of similar work within the relevant community; however ACHIEVENG makes no warranty or guarantee, either expressed or implied, nor does the work or relationship create a fiduciary relationship between the parties. CLIENT recognizes and understands that professional opinions related to geotechnical, geologic, or environmental conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data is obtained, despite the use of due professional care.

4.5 Per section 1704.1 of CBC, ACHIEVENG's Special Inspection Professional Services are in addition to the inspections required by a Jurisdiction and are not intended or to be used to replace them.

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4.7a CLIENT is responsible to notify ACHIEVENG if they need their letter sooner than two (2) business days. An additional $75.00 Rush Fee will be added to CLIENT's final invoice for this expedited service.

4.8 In the event of cancellation of this Agreement by CLIENT, CLIENT agrees to pay for all work and expenses incurred as of the last day of service. If CLIENT cancels this Agreement before ACHIEVENG provides any services, for any reason, CLIENT agrees to pay a $200.00 Administration Fee to ACHIEVENG.

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4.10 ACHIEVENG reserves the right to pursue a lien for non-payment for any item of this Agreement. This term item will serve as a preliminary notice to CLIENT and/or the homeowner.

4.11 The liability of ACHIEVENG, its employees, officers, and agents for CLIENTS claims of loss, injury, death, damage, or expenses, including, without limitations, CLIENT'S claims for contribution and indemnity, expressed or implied, with respect to any claims related to any services provided by ACHIEVENG pursuant to this Agreement shall not exceed in the aggregate of the lesser of the cost of errors, omissions, or other professional acts and including unintentional breach of contract; further, CLIENT expressly waives any claims against ACHIEVENG for loss of profit, consequential damages, or liabilities for reduction in property value.

4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

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4.15 This Agreement is valid if and only if it is signed by both parties, each of which should keep a signed copy.

4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

Accountant-in-Charge:	TBD	**Phone:**	TBD
Payment Term:	Due Upon Receipt of Invoice	**Email:**	TBD
Billing Address:	2930 Gay Ave, San Jose, CA 95127		

6. OWNERSHIP OF DOCUMENTS

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6.2 In the event of termination of this Agreement for any reason, any services previously rendered by ACHIEVENG, including the product thereof (plans, sketches, drawings, illustrations, specifications, analysis and so forth) are the properties of ACHIEVENG.

7. INSURANCE

ACHIEVENG has commercial general liability insurance coverage up to $2,000,000 general aggregate and professional liability insurance (omissions and errors) up to $2,000,000 limit.

8. AUTHORIZATION

By signing this authorization, you agree to accept the financial responsibility to pay all project fees and cost, and you are also certifying that you have the legal authority to contractually bind the CLIENT.

CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

Total cost estimate for this agreement is not to exceed:		**$4,913.00**					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
INS55: Material Sampling / Transportation		1	3	3	hour	$100	$300.00
POS16: Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only		1	1	1	each	$150	$150.00
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STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
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SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

ACHIEVEMENT ENGINEERING CORP

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9750

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	Sheppard Middle School - Alum Rock School District - Shade Structure		
Project Address:	1721 E. San Antonio Street, San Jose, CA 95116		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

4.2 It is the CLIENT's responsibility to ensure that all government fees, applications, permits, plan checks, recordings, etc. are paid and up-to-date prior to the start-date of ACHIEVENG's services.

4.3 CLIENT agrees to schedule all required inspections in-advance of the needed inspection date (minimum of two [2] business days before inspection). Scheduling for re-inspection of any discrepancy is the responsibility of the CLIENT or CLIENT'S representative. Re-inspection will be charged per quoted rate.

4.4 ACHIEVENG will perform its services within the applicable standard of care of similar work within the relevant community; however ACHIEVENG makes no warranty or guarantee, either expressed or implied, nor does the work or relationship create a fiduciary relationship between the parties. CLIENT recognizes and understands that professional opinions related to geotechnical, geologic, or environmental conditions are based on limited data and that actual conditions may vary from those encountered at the times and locations where the data is obtained, despite the use of due professional care.

4.5 Per section 1704.1 of CBC, ACHIEVENG's Special Inspection Professional Services are in addition to the inspections required by a Jurisdiction and are not intended or to be used to replace them.

4.6 ACHIEVENG only observes the actual work and record it. ACHIEVENG is not liable for any discrepancy between the plans and the final product.

4.7 ACHIEVENG will provide two (2) original letters to CLIENT. The letters will be provided two (2) business days after payment in full is made by CLIENT. CLIENT agrees to forward one (1) original letter to the City Building Official and one (1) to the Engineer of Record for the project.

4.7a CLIENT is responsible to notify ACHIEVENG if they need their letter sooner than two (2) business days. An additional $75.00 Rush Fee will be added to CLIENT's final invoice for this expedited service.

4.8 In the event of cancellation of this Agreement by CLIENT, CLIENT agrees to pay for all work and expenses incurred as of the last day of service. If CLIENT cancels this Agreement before ACHIEVENG provides any services, for any reason, CLIENT agrees to pay a $200.00 Administration Fee to ACHIEVENG.

4.9 CLIENT agrees to pay a service charge of 1.5% (one and one-half percent) per month on any outstanding balances which remain in excess of over thirty (30) days.

4.10 ACHIEVENG reserves the right to pursue a lien for non-payment for any item of this Agreement. This term item will serve as a preliminary notice to CLIENT and/or the homeowner.

4.11 The liability of ACHIEVENG, its employees, officers, and agents for CLIENTS claims of loss, injury, death, damage, or expenses, including, without limitations, CLIENT'S claims for contribution and indemnity, expressed or implied, with respect to any claims related to any services provided by ACHIEVENG pursuant to this Agreement shall not exceed in the aggregate of the lesser of the cost of errors, omissions, or other professional acts and including unintentional breach of contract; further, CLIENT expressly waives any claims against ACHIEVENG for loss of profit, consequential damages, or liabilities for reduction in property value.

4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

4.13 CLIENT agrees to pay all fees, costs, and reasonable attorney's fees should it become necessary to file an action to recover fees related to this Agreement.

4.14 This Agreement supersedes any and all other agreements, whether verbal, implied, or in writing between ACHIEVENG and CLIENT and contains any agreements in the context of this contract. Each party acknowledges that no representations, inducements, promised or otherwise, have been made by the other party and no other agreements are valid unless contained herein.

4.15 This Agreement is valid if and only if it is signed by both parties, each of which should keep a signed copy.

4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

Accountant-in-Charge: TBD **Phone:** TBD

Payment Term: Due Upon Receipt of Invoice **Email:** TBD

Billing Address: 2930 Gay Ave, San Jose, CA 95127

6. OWNERSHIP OF DOCUMENTS

6.1 Drawings, specifications, and other documents, prepared by the ACHIEVENG and/or ACHIEVENG's consultants are instruments of Service for use sole with respect to this Project. This includes documents in electronic for. The ACHIEVENG and/or ACHIEVENG's consultants shall be deemed the authors and owners of their respective Instruments of Service and shall retain all common law, statutory and other reserved rights, including copyrights. The Instruments of Service shall not be used by the owner for future additions or alterations to this Project or for other projects, without the prior written Agreement of ACHIEVENG. Any unauthorized use of the Instruments of Service shall be at the CLIENT's sole risk and without liability to ACHIEVENG and/or ACHIEVENG's consultants

6.2 In the event of termination of this Agreement for any reason, any services previously rendered by ACHIEVENG, including the product thereof (plans, sketches, drawings, illustrations, specifications, analysis and so forth) are the properties of ACHIEVENG.

7. INSURANCE

ACHIEVENG has commercial general liability insurance coverage up to $2,000,000 general aggregate and professional liability insurance (omissions and errors) up to $2,000,000 limit.

8. AUTHORIZATION

By signing this authorization, you agree to accept the financial responsibility to pay all project fees and cost, and you are also certifying that you have the legal authority to contractually bind the CLIENT.

CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

SERVICE AGREEMENT
APPENDIX A
Cost Estimate

Total cost estimate for this agreement is not to exceed:		$4,913.00					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
INS55: Material Sampling / Transportation		1	3	3	hour	$100	$300.00
POS16: Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only		1	1	1	each	$150	$150.00
STL1: Rebar Tensile Test Up to #8		1	2	2	each	$78	$156.00
STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
STL13: High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test		1	2	2	each	$104	$208.00
INS52: Pile / Pier Observation		1	4	4	hour	$100	$400.00
INS46: Field Compaction Testing with Nuclear Gauge		2	4	8	hour	$100	$800.00
SOIL5: Modified Proctor Compaction - 4 inch mold		1	1	1	each	$260	$260.00
SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

ACHIEVEMENT ENGINEERING CORP

SERVICE AGREEMENT

Date of Agreement: 10/11/2021
Proposal Number: 9659

1. PARTIES

This Agreement is written between the parties stated below:

Party #1 (Referred as "ACHIEVENG")

Company Name:	Achievement Engineering Corp.	**Phone / Email:**	(408) 217-9174 / info@achieveng.com
Company Address:	2455 Autumnvale Drive, Ste. E, San Jose, CA 95131		
Authorized Representative:	Arash Firouzjaei	**Phone / Email:**	(408) 217-9174 / arash@achieveng.com

Party #2 (Referred as "CLIENT")

Client Name:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org
Company Name:	Alum Rock Union School District		
Client Address:	2930 Gay Avenue, San Jose, CA 95127		
Authorized Representative:	Ed Villarreal	**Phone / Email:**	408-928-6870 / ed.villarreal@arusd.org

2. SUBJECT

The CLIENT desires to engage ACHIEVENG to render professional consulting and advisory services within the scope of this Agreement for the project stated below.

Project Information

Project Name:	San Antonio Elementary - Alum Rock School District - Shade Structure		
Project Address:	1721 E. San Antonio Street, San Jose, CA 95116		
Field Person in Charge:	TBD	**Phone / Email:**	TBD / TBD

3. SCOPE OF SERVICES

The professional services described in Appendix "A" will be provided in this Agreement. These services will be provided on-call basis and charged as Time and Material. Quantity of items to be inspected and estimated man hours for field inspection are prepared based on provided information by CLIENT. If there are any assumptions, they can be found in Appendix "D".

4. TERMS OF SERVICES

4.1 It is assumed that CLIENT has the legal ownership of or at least right-of-way to PROPERTY. If otherwise, it is not the responsibility of ACHIEVENG to investigate, declare, or obtain such rights.

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4.12 CLIENT shall indemnify, defend, and hold harmless ACHIEVENG from and against all claims, judgements, suits, losses, and expenses, including reasonable attorney's fees, interest, penalties, and judgements, with respect to breaches of this Agreement and its terms and conditions by CLIENT, including, but not limited to negligence by CLIENT or its other consultants, subcontractors, agents, and representatives. These indemnity rights shall survive the termination or completion of ACHIEVENG's services pursuant to this Agreement.

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4.16 This Agreement is valid for only 90 calendar days unless extended upon the mutual Agreement of both parties about said project. ACHIEVENG will bill for said work upon completion.

5. FEE SCHEDULE

Services described in Appendix "A" will be charged as payable to Achievement Engineering Corp. per payment term. In the event that additional services are requested or required and are not included under the SCOPE OF SERVICE (Appendix A), additional compensation as listed in Appendix B will be required.

Billing Information

Accountant-in-Charge:	TBD	**Phone:**	TBD
Payment Term:	Due Upon Receipt of Invoice	**Email:**	TBD
Billing Address:	2930 Gay Ave, San Jose, CA 95127		

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CLIENT

Authorized Signature: _____

Print Name: _____ **Date:** _____

ACHIEVENG

Authorized Signature: _____

Print Name: _____ **Date:** _____

SERVICE AGREEMENT
APPENDIX A
Cost Estimate

Total cost estimate for this agreement is not to exceed:		$4,913.00					
Item	Note	Estimated # of Visits	Quantity per Visit	Total Quantity	Unit	$/Unit	Total
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POS16: Concrete / Shotcrete / Grout Mixed Design Review – Calculations Only		1	1	1	each	$150	$150.00
STL1: Rebar Tensile Test Up to #8		1	2	2	each	$78	$156.00
STL4: Rebar Bend Test Up to #8		1	2	2	each	$72	$143.00
INS8: Concrete Slump & Sampling		1	4	4	hour	$100	$400.00
INS14: Pickup & Delivery of Samples		1	1	1	hour	$95	$95.00
CONC1: Concrete Compressive Strength Test		1	5	5	each	$50.00	$250.00
INS6: Special Inspection (Structural Steel Welding) AWS		1	8	8	hour	$125	$1,000.00
STL13: High-Strength Bolt, Nut & Washer for ASTM A325, A490 Skidmore Test		1	2	2	each	$104	$208.00
INS52: Pile / Pier Observation		1	4	4	hour	$100	$400.00
INS46: Field Compaction Testing with Nuclear Gauge		2	4	8	hour	$100	$800.00
SOIL5: Modified Proctor Compaction - 4 inch mold		1	1	1	each	$260	$260.00
SOIL6: Modified Proctor Compaction - 6 inch mold		1	1	1	each	$311	$311.00
SOIL10: Moisture Content		1	1	1	each	$20	$20.00
POS4: Principal Engineer	5% of inspection hours	1	2	2	hour	$210	$420.00

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 Adjustment- Cornerstone Environmental, Inc.

Date: October 20, 2021

Summary:

On September 9, 2021 the board approved contract (C226129) with Cornerstone Environmental Contractors, Inc. in the amount of $2,787.56 to furnish and install a new pump and motor in the irrigation system for the back turf at Renaissance at Mathson. We need an increase of $1,599.59 for additional work to get the systems running properly.

Recommendation:

Staff recommends that the Board of Trustees approve a contract increase by an additional $1,599.59 for a contract total of $4,387.15 for the 2021-2022 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. C-226129 Contract Original Amount: $ 2,787.56

Vendor Name: Cornerstone Environmental Constrac. Vendor No. 021290

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$ 2,787.56
Change Order #: 1	$ 1,599.59
Change Order #: _____	$ _____
Change Order #: _____	$ _____
New Contract Total (including Change Orders)	$ 4,387.15

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
1	050	8150	0	5815	00	0000	8100	000000	450	8130	1,599.59
			0		00			000000			M. Newton 10/21/2021

Reason for Adjustment: It is necessary to increase contract (C226129) by $1,599.59 to finish the irrigatio system for the back turf at Renaissance at Mathson. The additional increase is due to expenses ended up being more than expected and additional work was performed to get the system running propertly.

School/Dept.: Maintenance Requested by: Gloria Fernandez

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.)

Cornerstone Environmental Contractors Inc.
Pump Services Division
Mail: P.O. Box 5127
Concord, CA 94524
Deliveries: 4050 Pike Lane, Suite B
Concord, CA 94520
Tel: (925) 299-9225
Fax: (925) 755-8099
http://www.cornerstoneenv.com
CA Lic # 722253 class A/HAZ/C-10/D-21
DIR # 1000011518

Replace Defective Pump Impellor

Customer:	Alum Rock USD	**Date:**	9/28/2021
Attn:	Mr. Chris Leyva	**Quotation #:**	CECRHQ0837
Phone #:	408-928-6868	**Project name:**	Replace Impellor
Fax #:	408-928-6411	**Location:**	San Jose, CA
Cell #:		**Quoted By:**	Ron Harvey
E-Mail:	Chris.leyva@arusd.org	**Email**	rharvey@cornerstoneenv.com
Billing Address:	2930 Gay Ave, San Jose, CA 95127	**Site Address:**	2050 Kamerer Ave, San Jose, Ca

STATION PERFORMANCE: As previously designed by others/No changes proposed

POWER REQUIREMENT: **Power shall be 460 volts, 3 phase, 60 hertz 60 amps**

MODEL DESCRIPTION: **CLTBV-2-15-460-3-200-54** MFG Ser. # 2006259

Site Findings: While replacing the pump drive motor the impellor was found to be severely deteriorated due to cavitation.

Recommendations: We recommend replaceing the pump impellor with a new one.

Project Scope:

- Receive signed quote and P.O. from customer
- Order parts and schedule site visit with customer
- Visit site, demo existing impellor, deliver to customer for disposal.
- Install new impellor and reassemble pump.
- Test operate pump station.
- Depart site, work complete.

Additional Materials List:

- **Goulds 3656S pump impellor trimmed for this job.**

Total cost job installed: **$1,599.59**

Installation: Minimum 2-4 calendar weeks notice is required to schedule crews and receive materials depending on materials availability.

Pricing in this quote is valid for 45 days. After 45 days pricing will need to be rechecked and adjusted as necessary.

Terms and Conditions

CHANGE ORDERS:

1. Change Orders initiated by parties outside of Cornerstone, after an order has been entered, may require additional charges to the purchaser regardless of the reason or initiating party. A minimum administrative fee of $ 150.00 will be charged.

    a. Lost engineering and order administration time will be charged to the purchaser at $150.00 per hour.

    b. Purchase orders to vendors perfected by Cornerstone made invalid by the Change Order will incur charges against the purchaser equal to any penalties levied against Cornerstone. To include, re-stocking charges, lost freight charges or return goods freight charges and any vendor administrative costs.

    c. Cornerstone lost design/administrative/manufacturing time will be charged to the purchaser at $110.00 per hour. Additional labor to satisfy the Change Order will be estimated at $110.00 per hour and added to the total Change Order amount.

    d. Materials made unusable or scrapped because of the Change Order will be changed to the purchaser at actual sale value as originally assigned to the job. Replacement materials or goods will be valued as required by the Change Order and be shown in its total.

DELIVERY AND INSTALLATION:

1. All reasonable efforts will be made to meet the requested installation date after the receipt of a signed contract however; Cornerstone will not be liable for delays in installation due to events beyond our control (Crane unavailability or site un-preparedness etc.)
2. Control panel components shipped separately at the Customer's request, are NOT Cornerstones responsibility.
3. Customer will be responsible for having job site readily accessible for removal and installation of materials via Large crane truck. CEC may also need direct access to site for up to two additional service vehicles.
4. Traffic control if required, shall be by others.
5. Quoted site time charges include 1 visit to site for 1 technician for up to an aggregate total of 1 - 10 hour day (including portal to portal travel). If more than this amount of time/visits is required, additional charges of up to $1,250.00 per day per man (plus any needed airfare, hotel, car or other reservation changes) will be assessed if the reasons for need/delay is beyond Cornerstone's control in any way.
6. Customer will be responsible for any engineering, drawings/plans, permits, fees, inspections, plan checks or any other non-quoted governmental/utility costs if required. Cornerstone's appearance for any unforeseen inspections/training etc. will be extra.
7. CEC will be responsible for primary electrical hookup to VFD as descibed above.
8. Customer will be responsible for making all piping connections if required.
9. Customer will be responsible for building modifications (tree/landscaping/roof/fence/lock/door etc. removal & installation) if required.
10. Customer will be responsible for any excavation, trenching, boring, underground plumbing, slab, and concrete work if required.
11. Cornerstone has not visited the site. We are basing our recommendations based on customer reporting from the site. As such, if, once the above repairs are completed, there are other problems which become obvious after the completed repairs, those further problems will not be covered under the scope of this quotation and will be extra.
12. Customer will have a company representative present/available to operate the irrigation/pump controllers as needed to test the installation of the new pump controls.
13. Customer understands that this water system will not be configured to supply potable/domestic water for any use anywhere on site.

WARRANTY:

1. Cornerstone warrants the labor portion of the installation for a period of 90 days. All materials furnished by Cornerstone have their own manufacturer specific warranties and are not further covered by Cornerstone. On Cornerstone's notification by the owner that a specific part has failed, Cornerstone will make every effort to assist the owner in realizing that specific parts warranty coverage however it is up to the owner to pursue said warranty coverage himself. Any trips back to the site to repair or replace defective parts or equipment will be billable to the customer. Cornerstone may be willing (at Cornerstone's choice) to extend other more substantive warranty coverage if the customer desires it, notifies Cornerstone in advance of the start of work and pays whatever extra charge Cornerstone deems necessary to place said warranty in force.
2. This warranty is limited to assisting with obtaining replacement for the defective component by Cornerstone and may not apply to equipment that has been damaged, misapplied, improperly maintained or repaired or has been modified in any way.
3. Regular scheduled maintenance is required to keep the pump station running in top condition. Scheduling and payment for maintenance shall be the responsibility of the owner. Any work performed on the pump station must be provided by a Cornerstone recognized service provider and documentation of all work performed within the warranty period must be on file at the office. Any maintenance or repairs done without the pre-authorization of Cornerstone, or its recognized service providers shall void this warranty.

4. This warranty does not cover damages under the following conditions, unless otherwise specified in writing: (1) Lightning strikes, misapplied or inappropriate in-coming power, improper grounding, vandalism, or any incidental, consequential, or acts of God, (2) repairs or replacements made without the pre-authorization of Cornerstone, or its recognized service providers, (3) exposure to destructive gaseous or chemical solutions, (4) exposure to water pH levels of less than 6.0 which is typically the result of SO2 burner or sulfuric acid injection, (5) water salinity levels greater than 2000 parts per million, (6) water from a reverse osmosis process plant, (7) unusually high dirt load or abrasives in the water, (8) pumping water not suitable for turf irrigation or (9) pumping fish or other aquatic life.
5. Cornerstone will not accept liability for any costs associated with the removal or replacement of equipment in difficult to access locations including international sites/destinations/travel. This also includes, but is not limited to, the use of cranes, scuba divers, boats/barges, helicopters, special tools, additional personnel or other unusual means. These extraordinary costs shall be borne solely by the owner, regardless of the reason necessitating removal of the product from service.
6. THIS WARRANTY IS ABSOLUTELY IN LIEU OF ANY OTHER EXPRESS OR IMPLIED WARRANTIES. THIS INCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATION ON THE PART OF CORNERSTONE.

NO AGENT, EMPLOYEE OR REPRESENTATIVE OF CORNERSTONE HAS ANY AUTHORITY TO BIND CONERSTONE TO AN AFFIRMATION, REPRESENTATION OR WARRANTY CONCERNING THE PRODUCT SOLD UNDER THIS WARRANTY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.

POWER SUPPLY:

1. If the supply voltage is not within this acceptable range, the purchaser is responsible for making the necessary corrections. This may include re-tapping or replacing the primary transformer. If the supply voltage is outside the stated range, electrical components such as VFD's, fuses, breakers, overloads, motors, power supplies may intermittently trip or prematurely fail and will not be considered for warranty coverage.
2. The use of generator power is **not** recommended. If a generator is required as a temporary power supply, the owner assumes all risk if there are any damages to the pump station as a result of using a generator.
3. Proper electrical grounding of the pump station is a requirement. Station will not operate properly and could pose a health hazard if not properly grounded. Failures of any magnitude due to improper grounding will not be covered under warranty.

Payment Terms:

1. All purchase orders are subject to acceptance at office in Concord, CA. Receipt of Production deposit, verification of acceptable credit and confirmation of order are required before production. On domestic orders, a **50%** production deposit is required to initiate order with the balance due net 30 days from date of final invoice. For governmental entities a purchase order for the full amount of this proposal satifies the 'production deposit' requirement unless other arrangements are made between the interested parties in advance.
   A. If for any reason the order is canceled prior to installation, the down payment deposit or purchase order may be partially or completely forfeited by customer to cover any charges incurred by Cornerstone to return or cancel materials ordered or to cancel any prepaid services or crew accomodations or any other non-refundable costs. If the deposit does not cover the costs incurred due to a cancelation, Cornerstone reserves the right to require the client to pay those costs upon proof that there is a balance due not covered by the deposit.
   B. The production deposit is not required of public works entities (city, county, state, federal and educational organizations) however item 1A above still applies in full.
2. All payments by credit card subject to 4% surcharge for processing fees.
3. Late fee of 1.5% per month will be added to any balance due after thirty (30) days from the date of invoice. All payments and/or credits are applied to the outstanding balance before computing a finance charge.
4. In the event the customer cannot take delivery on the requested date, delivery shall be deemed completed, and the warranty period shall commence, at Cornerstone's warehouse with storage for future shipment. For the purpose of payment, eighty (80) percent of the contract price will be due, payable net 30 days from invoice. The customer will be responsible for storage and handling charges at the factory. A minimum charge of $200 per week will apply, with total storage charges added to the final invoice.

OTHER INFORMATION:

1. Prices valid for forty-five (45) days from the date of this proposal.
2. State and local sales taxes are included in these prices.
3. Seller retains a security interest in the above mentioned equipment as provided by the UNIFORM COMMERCIAL CODE, until payment is received in full.
4. All claims for incorrect deliveries must be submitted in writing to Cornerstone Customer Service within 15 days after receipt of goods.
5. All claims for price discrepancy must be submitted in writing to Cornerstone Customer Service within 60 days after receipt of goods.
6. A completed parts/materials order may not be returned to Cornerstone for credit.

Acceptance Terms:

1. Purchaser hereby agrees that in the event of default in the payment of any amount due, that if this account is placed in the hands of an attorney, or agency for collection or legal action, to pay any and all related attorney's fees, costs of collection

including agency, private process server's fees, court costs, etc., incurred and any other costs of collection permitted by the laws governing these transactions.

2. Equipment cancelled before completion will incur restocking charges that will be calculated at time of cancellation. Restocking fees may be the full cost of the pump station depending on the nature of the pump station that is cancelled.
3. Equipment shipped separately from the station, at Purchaser's request, may incur additional freight charges, payable by Purchaser.
4. Delayed deliveries by the customer once equipment is ready to ship, will incur minimum storage charges of $200 per week, added to the final invoice.

ACCEPTED BY:

Company Name:_____ Signature:_____

Print Name:_____ Title:_____

Signature Date: _____ Office phone:_____

Facsimile number:_____ Mobile number:_____

Email:_____

Please Return One Signed Copy of This Quotation to Us On Acceptance. We can't get started without it.

Merchandise delivered or shipped is due and payable to: Cornerstone Environmental Contractors Inc P.O. Box 5127, Concord, CA 94524 – Tel: (925) 299-9225 Fax: (925) 755-8099

BILL TO INFORMATION: P.O. #: _____ D.I.R. Prj. #: _____

Company Name:_____ Phone:_____ Fax:_____

Billing Address:_____ City:_____ State:_____ Zip Code:_____

Contact Name (Print):_____ Title:_____

Thank you for the opportunity to quote on your pump station repair and maintenance needs. If you have any questions or require further information, please call us at 925-299-9225 or 209-345-8359.

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: October 29, 2021

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated November 18, 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: November 18, 2021
Regular Board Meeting

Recommend Approval

10.03
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
November 18, 2021

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Assistance League of San Jose	Materials & Supplies	$ 5,982.30	ARUESD-Migrant Ed Students
Alum Rock Jazz Foundation	Materials & Supplies	$ 650.00	ARUESD-VAPA
Alum Rock Jazz Foundation	Materials & Supplies	$ 650.00	ARUESD-VAPA
Southwestern Fundraising	Materials & Supplies	$ 11.60	Adelante 1 Academy
Saso High School Prep	Materials & Supplies	$ 35.00	Adelante 1 Academy
Philanthropic Ventures Foundation	Materials & Supplies	$ 987.00	Adelante 1 Academy
Children's Discovery Museum	Materials & Supplies	$ 144.00	Adelante 1 Academy
All Aboard America Holding Inc	Materials & Supplies	$ 1,300.00	Linda Vista Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 487.00	Linda Vista Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 443.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 443.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 453.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Lyndale Elementary
Philanthropic Ventures Foundation	Materials & Supplies	$ 500.00	Lyndale Elementary

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

November 4, 2021

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

Dear Board of Trustees:

Please accept the attached uniform donation with the value of $5,982.30 from Assistance League of San Jose. These uniforms will support our students in need of financial assistance including our unhoused students, Foster Youth, Migrant Ed students and any other student referred by school administration. We would like to thank The Assistance League of San Jose for their generosity and support.

Sincerely,

Sandra García
Director, State and Federal Programs

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Danelle Finnen

Re: VAPA Donation

Date: October 20, 2021

Please accept the following donation from the Alum Rock Jazz Foundation, for the Alum Rock Union School District Jazz Program:

Check Donation
TOTAL: $650.00

Donor's Information:

NAME:	David Rodrigues, Alum Rock Jazz Foundation
ADDRESS:	100 Eastwood Ct. San Jose, CA 95116
PHONE:	(408) 813-1366

Hilaria Bauer, Ph.D., Superintendent

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Danelle Finnen

Re: VAPA Donation

Date: November 2, 2021

Please accept the following donation from the Alum Rock Jazz Foundation, for the Alum Rock Union School District Jazz Program:

Check Donation
TOTAL: $650.00

Donor's Information:

NAME:	David Rodrigues, Alum Rock Jazz Foundation
ADDRESS:	100 Eastwood Ct. San Jose, CA 95116
PHONE:	(408) 813-1366

Hilaria Bauer, Ph.D., Superintendent

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

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

RECEIVED
2021 OCT 12 P 2:23

September 22, 2021

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

Dear Board of Trustees:

Please accept the attached donation from Southwestern Fundraising for check number 400532 for $11.60 and 4006581 for $16.80. For a total of $ 28.40. The money provided through this donation will be used for ASB events that are to be held throughout the school year to foster student development.

Sincerely,
María Martinez
Maria Martinez,
Principal of Adelante 1

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

September 22, 2021,

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

Dear Board of Trustees:

Please accept the attached donation from Saso High School Prep for $35.00 The money provided through this donation will be used for ASB events that are to be held throughout the school year to foster student development. We greatly appreciate their donation.

Sincerely,
Maria Martinez
Maria Martinez,
Principal of Adelante 1

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

2021 NOV -3 P 12:49

October 28, 2021

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

Dear Board of Trustees:

Please accept the attached donation from Philanthropic Ventures Foundation for check number 68456 for $496.00 and check number 68458 for $491.00 with a total of $987.00. The money provided through this donation will be used to purchase supplemental materials and supplies to support math and science. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1110 1000 000000 280 2110

Sincerely,

Maria Martinez,
Principal of Adelante 1

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

October 25, 2021

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

Dear Board of Trustees:

Please accept the attached donation from Children's Discovery Museum for check number 74175 for $144.00. The money provided through this donation will be used for ASB events that are to be held throughout the school year to foster student development. We greatly appreciate their donation.

Sincerely,

Maria Martinez

Maria Martinez,
Principal of Adelante 1

Linda Vista Elementary

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

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: October 13, 2021

Please place the acceptance of these donations totaling $1.300.00 for Linda Vista to be used on art supplies on the consent calendar for the next board meeting.

The donations are comprised of the following:

$1,300.00 check donation from All Aboard America Holding Inc

BUSINESS OFFICE
RECEIVED
2021 OCT 14 P 5:2

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

Thank you,

Rigoberto Gomez

Linda Vista Elementary

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

2021 OCT 29 P 12:46

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: October 25, 2021

Please place the acceptance of these donation`s totaling $487.00 for Linda Vista to be used on art supplies on the consent calendar for the next board meeting.

The donations are comprised of the following:

$487.00 check donation from Philanthropic Ventures Foundation Grants

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

Thank you,

Rigoberto Gomez

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

October 28, 2021

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Philanthropic Ventures Foundation	$443.00	Art Equipment

Total Amount of Donations: **$443.00**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Lyndale Elementary School

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

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

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

October 19, 2021

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Philanthropic Ventures Foundation	$453.00	Music Equipment for Outdoors

BUSINESS OFFICE
ALUM ROCK
2021 OCT 21 P3:37

Total Amount of Donations: **$453.00**

Sincerely,

Kasturi Basu.

Kasturi Basu, Principal

Lyndale Elementary School

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

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

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

October 29, 2021

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Philanthropic Ventures Foundation	$500.00	First Grade Math Materials
Total Amount of Donations:	**$500.00**	

RECD NOV - 2 P 1:31

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

Lyndale Elementary School

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

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

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

October 29, 2021

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used for:**
Philanthropic Ventures Foundation	$500.00	Pre K Math Materials

Total Amount of Donations: **$500.00**

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

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

10.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: November 3, 2021

Subject: **Vendor & Payroll Warrants**

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

Total of vendor warrants	$	5,264,370.21
Total of payroll warrants	$	4,314,565.98
Total	**$**	**9,578,936.19**

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

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

To the Board of Trustees:

Recommend Approval

10.04
Agenda Placement

Meeting: November 18, 2021
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

October 2021

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,371,132.87
120	Child Development Fund	$175,646.40
130	Cafeteria Fund	$296,353.18
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$48,906.50
250	Capital Facilities Fund	$2,685.76
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,361,568.17
	Subtotal	**$5,256,292.88**
088	Student Body Fund	$8,077.33
	Total Vendor Warrants	**$5,264,370.21**

PAYROLL WARRANTS	
10th of the month	$397,948.28
EOM Payroll	$3,903,898.71
Manual Checks	$12,718.99
Void Checks	$0.00
Total Payroll Warrants	**$4,314,565.98**
Grand Total All Warrants	**$9,578,936.19**

	From	To
AP Warrants used #	4009442	- 4010022
Payroll Direct Deposit Pay Stub used #	4727098	- 4728441
Payroll Checks used #	4402498	- 4402629

AP Check Register - Pivot Table Summary by Vendor
October 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
3P LEARNING INC	10/22/2021	4009808	060	$ 1,008.00
3P LEARNING INC Total				**$ 1,008.00**
4IMPRINT INC.	10/8/2021	4009583	010	$ 867.22
	10/15/2021	4009735	010	$ 1,023.06
4IMPRINT INC. Total				**$ 1,890.28**
ABSET, DEGU TILAHUN	10/25/2021	4009891	010	$ 420.28
ABSET, DEGU TILAHUN Total				**$ 420.28**
ACE EMPOWER ACADEMY	10/11/2021	4009670	010	$ 48,578.00
ACE EMPOWER ACADEMY Total				**$ 48,578.00**
ACHIEVE KIDS	10/15/2021	4009736	080	$ 26,284.00
ACHIEVE KIDS Total				**$ 26,284.00**
ADRIANE MARIE VANE	10/1/2021	4009474	010	$ 231.44
	10/29/2021	4009952	010	$ 99.00
ADRIANE MARIE VANE Total				**$ 330.44**
ADVERTISERS DIRECT INC	10/15/2021	4009713	010	$ 775.00
ADVERTISERS DIRECT INC Total				**$ 775.00**
AGUILAR, ZUNIGA GRISEL	10/1/2021	4009465	130	$ 150.00
	10/11/2021	4009650	130	$ 250.00
AGUILAR, ZUNIGA GRISEL Total				**$ 400.00**
AIRGAS, INC.	10/1/2021	4009537	050	$ 63.91
	10/15/2021	4009773	050	$ 449.99
	10/22/2021	4009793	050	$ 23.62
AIRGAS, INC. Total				**$ 537.52**
ALIA	10/15/2021	4009737	060	$ 13,818.18
ALIA Total				**$ 13,818.18**
ALICIA G GONZALEZ	10/1/2021	4009466	130	$ 150.00
ALICIA G GONZALEZ Total				**$ 150.00**
ALLIANCE FOR YOUTH ACHIEVEMENT	10/29/2021	4010010	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				**$ 30.00**
ALLIED REFRIGERATION INC.	10/1/2021	4009538	050	$ 587.57
	10/8/2021	4009566	050	$ 1,016.62
	10/15/2021	4009699	050	$ 368.00
ALLIED REFRIGERATION INC. Total				**$ 1,972.19**
ALPHA BLANCA ALVARADO(ALPHA1)	10/11/2021	4009671	010	$ 70,698.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 70,698.00**
ALPHA JOSE HERNANDEZ (ALPHA	10/11/2021	4009672	010	$ 72,091.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 72,091.00**
ALUM ROCK #305	10/29/2021	4010011	010	$ 446.00
ALUM ROCK #305 Total				**$ 446.00**
ALUM ROCK ADMINISTRATORS ASSOC	10/29/2021	4010012	010	$ 495.00
ALUM ROCK ADMINISTRATORS ASSOC Total				**$ 495.00**
AMAZON.COM LLC	10/1/2021	4009488	010	$ 30.06
			080	$ 450.66
	10/8/2021	4009567	010	$ 2,274.87
		4009584	010	$ 60.10
	10/15/2021	4009738	060	$ 1,413.36
			080	$ 649.25

AP Check Register - Pivot Table Summary by Vendor
October 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	10/25/2021	4009892	010	$ 447.25
AMAZON.COM LLC Total				**$ 5,325.55**
AMBUAN, ARNEL	10/29/2021	4009953	010	$ 144.73
AMBUAN, ARNEL Total				**$ 144.73**
AMERICA PEREZ	10/22/2021	4009849	010	$ 150.00
AMERICA PEREZ Total				**$ 150.00**
AMERICAN BAND ACCESSORIES LLC	10/1/2021	4009500	010	$ 324.44
AMERICAN BAND ACCESSORIES LLC Total				**$ 324.44**
AMERICAN FIDELITY ASSURANCE	10/29/2021	4010013	010	$ 9,725.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,725.00**
AMERICAN FIDELITY ASSURANCE CO	10/29/2021	4010014	010	$ 28,995.68
AMERICAN FIDELITY ASSURANCE CO Total				**$ 28,995.68**
AMRIT KAUR	10/29/2021	4009992	010	$ 822.06
AMRIT KAUR Total				**$ 822.06**
AMY ELIZABETH RODRIGUES	10/8/2021	4009626	010	$ 31.92
AMY ELIZABETH RODRIGUES Total				**$ 31.92**
ANA GUIDO	10/15/2021	4009714	130	$ 150.00
ANA GUIDO Total				**$ 150.00**
ANDRE BOUDIN BAKERIES	10/15/2021	4009679	010	$ 177.72
ANDRE BOUDIN BAKERIES Total				**$ 177.72**
ANDREA ELIZABETH MORTON	10/1/2021	4009506	010	$ 105.38
ANDREA ELIZABETH MORTON Total				**$ 105.38**
ANDY GIANG	10/29/2021	4009954	250	$ 2,685.76
ANDY GIANG Total				**$ 2,685.76**
ANITA GHOSH	10/1/2021	4009507	010	$ 178.93
	10/11/2021	4009651	010	$ 39.00
ANITA GHOSH Total				**$ 217.93**
ANTHONY SCOTT BROWN	10/29/2021	4009934	010	$ 75.00
ANTHONY SCOTT BROWN Total				**$ 75.00**
AON RISK INSURANCE SERVICES	10/22/2021	4009837	010	$ 24,000.00
AON RISK INSURANCE SERVICES Total				**$ 24,000.00**
APPLE INC.	10/1/2021	4009489	060	$ 3,893.75
	10/8/2021	4009585	010	$ 435.31
	10/15/2021	4009774	080	$ 1,799.88
APPLE INC. Total				**$ 6,128.94**
ARAMARK UNIFORM & CAREER	10/8/2021	4009586	130	$ 1,169.58
ARAMARK UNIFORM & CAREER Total				**$ 1,169.58**
ASH EQUIPMENT CO. INC	10/11/2021	4009663	010	$ 1,950.00
	10/29/2021	4009935	010	$ 1,950.00
ASH EQUIPMENT CO. INC Total				**$ 3,900.00**
ASSOCIATION OF CALIFORNIA	10/29/2021	4010015	010	$ 2,980.14
ASSOCIATION OF CALIFORNIA Total				**$ 2,980.14**
AT&T	10/1/2021	4009490	010	$ 442.91
	10/15/2021	4009715	010	$ 2,179.42
	10/22/2021	4009838	010	$ 839.56
	10/25/2021	4009893	010	$ 435.50
AT&T Total				**$ 3,897.39**

AP Check Register - Pivot Table Summary by Vendor
October 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AVID CENTER	10/29/2021	4009993	010	$ 850.00
AVID CENTER Total				**$ 850.00**
AXIOM COMMUNICATIONS SYSTEMS	10/15/2021	4009700	050	$ 2,043.42
	10/22/2021	4009794	050	$ 3,241.68
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 5,285.10**
A-Z BUS SALES INC	10/1/2021	4009445	010	$ 1,215.10
A-Z BUS SALES INC Total				**$ 1,215.10**
BANTILAN, RAZZI P. AND ESTELA	10/29/2021	4009955	010	$ 214.10
BANTILAN, RAZZI P. AND ESTELA Total				**$ 214.10**
BARBARA CAMPBELL	10/29/2021	4009994	010	$ 246.41
BARBARA CAMPBELL Total				**$ 246.41**
BATTERY SYSTEMS INC	10/8/2021	4009606	050	$ 185.95
	10/22/2021	4009872	050	$ 96.50
BATTERY SYSTEMS INC Total				**$ 282.45**
BAUDVILLE INC.	10/1/2021	4009446	010	$ 196.10
BAUDVILLE INC. Total				**$ 196.10**
BAY AREA FLOOR MACHINE	10/1/2021	4009539	010	$ 657.24
	10/8/2021	4009568	010	$ 981.33
	10/22/2021	4009795	010	$ 999.09
BAY AREA FLOOR MACHINE Total				**$ 2,637.66**
BIANCA ORTIZ	10/1/2021	4009508	080	$ 13.44
BIANCA ORTIZ Total				**$ 13.44**
BIG JOE	10/29/2021	4009995	010	$ 464.08
BIG JOE Total				**$ 464.08**
BIOMETRICS4ALL INC.	10/8/2021	4009587	010	$ 14.25
BIOMETRICS4ALL INC. Total				**$ 14.25**
BLANCA CONTRERAS NUNEZ	10/15/2021	4009716	010	$ 50.01
BLANCA CONTRERAS NUNEZ Total				**$ 50.01**
BLICK ART MATERIALS LLC	10/15/2021	4009680	010	$ 89.78
BLICK ART MATERIALS LLC Total				**$ 89.78**
BLUETRITION BRANDS INC.	10/1/2021	4009504	010	$ 63.89
			080	$ 65.89
			130	$ 17.93
	10/29/2021	4009990	010	$ 666.58
			050	$ 65.12
			080	$ 69.31
		4009991	060	$ 30,201.41
BLUETRITION BRANDS INC. Total				**$ 31,150.13**
BOOKNOOK	10/15/2021	4009758	060	$ 61,500.00
BOOKNOOK Total				**$ 61,500.00**
BOSCO CONSTRUCTION SERVICES	10/29/2021	4009941	050	$ 4,600.00
BOSCO CONSTRUCTION SERVICES Total				**$ 4,600.00**
BRAVO, MANDY	10/22/2021	4009825	010	$ 37.47
BRAVO, MANDY Total				**$ 37.47**
BRIAN QUINTANA	10/15/2021	4009759	010	$ 190.75
BRIAN QUINTANA Total				**$ 190.75**
BRIDGE WIRELESS INC	10/29/2021	4009996	010	$ 716.22

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BRIDGE WIRELESS INC Total				**$ 716.22**
BUSWEST LLC	10/8/2021	4009616	010	$ 1,599.12
BUSWEST LLC Total				**$ 1,599.12**
CALDERON, MARIA	10/29/2021	4009956	010	$ 214.10
CALDERON, MARIA Total				**$ 214.10**
CALIFORNIA DEPARTMENT OF	10/29/2021	4009909	010	$ 2,901.50
			060	$ 49.50
CALIFORNIA DEPARTMENT OF Total				**$ 2,951.00**
CAL-STEAM INC.	10/15/2021	4009701	050	$ 600.12
	10/22/2021	4009873	050	$ 134.34
CAL-STEAM INC. Total				**$ 734.46**
CAMBIUM LEARNING INC.	10/8/2021	4009569	060	$ 2,429.66
		4009617	060	$ 837.00
CAMBIUM LEARNING INC. Total				**$ 3,266.66**
CANON FINANCIAL SERVICES INC.	10/22/2021	4009839	060	$ 140.00
CANON FINANCIAL SERVICES INC. Total				**$ 140.00**
CARDLOCK FUELS SYSTEM INC	10/1/2021	4009447	010	$ 16,024.04
CARDLOCK FUELS SYSTEM INC Total				**$ 16,024.04**
CELLCO PARTNERSHIP	10/8/2021	4009643	010	$ 5,190.38
	10/15/2021	4009739	010	$ 127.34
	10/22/2021	4009809	060	$ 23.08
CELLCO PARTNERSHIP Total				**$ 5,340.80**
CENGAGE LEARNING INC	10/1/2021	4009540	060	$ 8,085.00
	10/8/2021	4009570	060	$ 3,119.30
		4009588	060	$ 6,378.75
		4009618	060	$ 5,020.33
	10/22/2021	4009884	060	$ 4,692.20
CENGAGE LEARNING INC Total				**$ 27,295.58**
CHARLES J POSNER	10/11/2021	4009652	010	$ 82.01
CHARLES J POSNER Total				**$ 82.01**
CINTAS CORPORATION	10/1/2021	4009501	010	$ 418.52
			050	$ 88.37
	10/15/2021	4009702	010	$ 452.37
			050	$ 88.37
	10/22/2021	4009796	010	$ 418.52
			050	$ 88.37
		4009874	010	$ 418.52
			050	$ 88.37
	10/29/2021	4009942	010	$ 430.37
			050	$ 88.37
CINTAS CORPORATION Total				**$ 2,580.15**
CITIZEN SCHOOLS	10/22/2021	4009810	060	$ 84,829.75
		4009840	060	$ 37,566.04
	10/29/2021	4009910	060	$ 26,233.59
CITIZEN SCHOOLS Total				**$ 148,629.38**
CITY OF SAN JOSE	10/29/2021	4009926	010	$ 60,584.97
CITY OF SAN JOSE Total				**$ 60,584.97**

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CLAUDIA GOMEZ HERNANDEZ	10/1/2021	4009467	130	$ 150.00
CLAUDIA GOMEZ HERNANDEZ Total				**$ 150.00**
COAST DESIGNS	10/15/2021	4009681	088	$ 7,058.56
COAST DESIGNS Total				**$ 7,058.56**
COLBI TECHNOLOGIES INC.	10/22/2021	4009811	010	$ 7,500.00
COLBI TECHNOLOGIES INC. Total				**$ 7,500.00**
COMMUNITY SCHOOL OF MUSIC AND	10/15/2021	4009682	060	$ 12,092.50
COMMUNITY SCHOOL OF MUSIC AND Total				**$ 12,092.50**
CONSUELO MEDINA	10/29/2021	4009927	010	$ 139.80
CONSUELO MEDINA Total				**$ 139.80**
CONTRERAS, PALOMA	10/11/2021	4009664	010	$ 30.24
CONTRERAS, PALOMA Total				**$ 30.24**
COUNTY BUILDING MATERIALS INC.	10/22/2021	4009797	050	$ 57.97
COUNTY BUILDING MATERIALS INC. Total				**$ 57.97**
CREATIVE BUS SALES INC.	10/8/2021	4009571	060	$ 548,781.64
	10/15/2021	4009703	060	$ 79,084.88
CREATIVE BUS SALES INC. Total				**$ 627,866.52**
CROWE LLP	10/15/2021	4009740	010	$ 37,500.00
			210	$ 5,000.00
CROWE LLP Total				**$ 42,500.00**
CSEA VICTORY CLUB	10/29/2021	4010016	010	$ 45.00
CSEA VICTORY CLUB Total				**$ 45.00**
Cynthia Corona	10/11/2021	4009653	010	$ 280.61
Cynthia Corona Total				**$ 280.61**
D&S COMMUNICATIONS INC	10/15/2021	4009683	010	$ 683.87
D&S COMMUNICATIONS INC Total				**$ 683.87**
DAISY MADRIGAL	10/1/2021	4009475	010	$ 344.07
DAISY MADRIGAL Total				**$ 344.07**
DALE L. WILLIAMS	10/22/2021	4009812	010	$ 255.00
DALE L. WILLIAMS Total				**$ 255.00**
DANELLE FINNEN	10/8/2021	4009645	010	$ 120.30
DANELLE FINNEN Total				**$ 120.30**
DANIEL SANCHEZ	10/8/2021	4009589	060	$ 2,000.00
	10/29/2021	4009911	060	$ 2,000.00
DANIEL SANCHEZ Total				**$ 4,000.00**
DAYLIGHT FOODS INC	10/15/2021	4009787	130	$ 8,610.96
DAYLIGHT FOODS INC Total				**$ 8,610.96**
DBA: EARLY LEARNING SOLUTIONS	10/22/2021	4009813	060	$ 900.00
DBA: EARLY LEARNING SOLUTIONS Total				**$ 900.00**
DELA CRUZ, RICARDO	10/22/2021	4009850	010	$ 147.41
DELA CRUZ, RICARDO Total				**$ 147.41**
DELL MARKETING L.P.	10/15/2021	4009717	060	$ 33,327.80
	10/22/2021	4009859	060	$ 1,438.06
DELL MARKETING L.P. Total				**$ 34,765.86**
DELTA DENTAL	10/1/2021	4009509	670	$ 758.40
DELTA DENTAL Total				**$ 758.40**
DENISSE MENDEZ	10/1/2021	4009541	130	$ 323.41

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
DENISSE MENDEZ Total				**$ 323.41**
DOUGLAS ANTHONY COSTA	10/11/2021	4009654	010	$ 38.19
DOUGLAS ANTHONY COSTA Total				**$ 38.19**
DRAKE, KAYLA	10/22/2021	4009826	010	$ 287.06
DRAKE, KAYLA Total				**$ 287.06**
DSA - OFFICE OF REGULATORY	10/21/2021	4009791	060	$ 2,660.50
DSA - OFFICE OF REGULATORY Total				**$ 2,660.50**
E.L. ACHIEVE INC.	10/8/2021	4009590	060	$ 5,077.39
	10/22/2021	4009814	060	$ 10,000.00
E.L. ACHIEVE INC. Total				**$ 15,077.39**
EAST BAY RESTAURANT SUPPLY INC	10/15/2021	4009741	130	$ 273.66
EAST BAY RESTAURANT SUPPLY INC Total				**$ 273.66**
EDGES ELECTRICAL GROUP LLC	10/8/2021	4009572	050	$ 703.41
	10/15/2021	4009704	050	$ 642.22
	10/22/2021	4009798	050	$ 623.11
		4009875	050	$ 7,497.33
	10/29/2021	4009943	050	$ 10,664.52
EDGES ELECTRICAL GROUP LLC Total				**$ 20,130.59**
EDITH MEZA	10/29/2021	4009997	060	$ 419.85
EDITH MEZA Total				**$ 419.85**
EKON-O-PAC LLC	10/25/2021	4009894	130	$ 4,540.00
EKON-O-PAC LLC Total				**$ 4,540.00**
ELIZABETH CONTRERAS	10/15/2021	4009718	010	$ 150.00
ELIZABETH CONTRERAS Total				**$ 150.00**
ELPIDIO PINA CENOBIO	10/1/2021	4009510	050	$ 131.51
ELPIDIO PINA CENOBIO Total				**$ 131.51**
EMILY BETH MCCHRISTIAN	10/22/2021	4009827	010	$ 42.56
EMILY BETH MCCHRISTIAN Total				**$ 42.56**
ENVIRONMENTAL SYSTEMS INC	10/22/2021	4009815	050	$ 9,548.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 9,548.00**
ERIKA ZEPEDA CAMPOS	10/1/2021	4009468	130	$ 150.00
ERIKA ZEPEDA CAMPOS Total				**$ 150.00**
ERIN DEVINE	10/8/2021	4009619	080	$ 9,490.00
	10/29/2021	4009912	080	$ 9,100.00
ERIN DEVINE Total				**$ 18,590.00**
ESTEBAN VERDIN	10/15/2021	4009775	010	$ 565.41
ESTEBAN VERDIN Total				**$ 565.41**
EVELYN H LOUGHRAN	10/1/2021	4009476	010	$ 188.16
EVELYN H LOUGHRAN Total				**$ 188.16**
FEDERAL EXPRESS	10/8/2021	4009557	010	$ 116.38
	10/29/2021	4009967	010	$ 170.66
FEDERAL EXPRESS Total				**$ 287.04**
FERNANDO P CRESPO	10/15/2021	4009719	010	$ 133.94
FERNANDO P CRESPO Total				**$ 133.94**
FOLEY & SONS INC	10/8/2021	4009591	010	$ 6.71
			060	$ 301.69
		4009620	010	$ 44.99

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
FOLEY & SONS INC	10/15/2021	4009720	010	$ 261.18
			060	$ 103.19
FOLEY & SONS INC Total				$ 717.76
FOLLETT SCHOOL SOLUTIONS INC.	10/29/2021	4009913	010	$ 11,219.25
FOLLETT SCHOOL SOLUTIONS INC. Total				$ 11,219.25
FOSTER DAIRY FARMS	10/22/2021	4009836	130	$ 57,177.07
FOSTER DAIRY FARMS Total				$ 57,177.07
FOUNDATION FOR EDUCATIONAL	10/15/2021	4009684	010	$ 199.00
FOUNDATION FOR EDUCATIONAL Total				$ 199.00
GABRIELA AMANDA QUEZADA	10/1/2021	4009511	010	$ 149.81
	10/29/2021	4009957	010	$ 62.75
GABRIELA AMANDA QUEZADA Total				$ 212.56
GARDENLAND CENTER INC.	10/1/2021	4009542	050	$ 301.67
GARDENLAND CENTER INC. Total				$ 301.67
GENERATION GENIUS INC	10/22/2021	4009816	060	$ 1,495.00
GENERATION GENIUS INC Total				$ 1,495.00
GOLD STAR FOODS	10/15/2021	4009788	130	$ 175,330.13
GOLD STAR FOODS Total				$ 175,330.13
GOMEZ C. ZULEMA	10/15/2021	4009721	010	$ 150.00
GOMEZ C. ZULEMA Total				$ 150.00
GONZALEZ, MARIA D	10/22/2021	4009888	010	$ 1,473.50
GONZALEZ, MARIA D Total				$ 1,473.50
GRAYBAR ELECTRIC COMPANY, INC.	10/1/2021	4009527	010	$ 28.28
	10/8/2021	4009573	010	$ 14.10
		4009592	010	$ 19.70
	10/15/2021	4009742	010	$ 14.33
GRAYBAR ELECTRIC COMPANY, INC. Total				$ 76.41
GREAT LAKES SPORTS	10/15/2021	4009760	010	$ 125.84
GREAT LAKES SPORTS Total				$ 125.84
GUADALUPE CUEVAS	10/15/2021	4009722	130	$ 150.00
GUADALUPE CUEVAS Total				$ 150.00
GUTIERREZ MARIA	10/1/2021	4009477	010	$ 502.92
GUTIERREZ MARIA Total				$ 502.92
GUTIERREZ, DEMETRIA	10/25/2021	4009895	010	$ 822.06
GUTIERREZ, DEMETRIA Total				$ 822.06
HAPPY NUMBERS INC	10/8/2021	4009593	010	$ 1,875.00
	10/15/2021	4009723	060	$ 2,900.00
HAPPY NUMBERS INC Total				$ 4,775.00
HAZEL DELA CRUZ	10/11/2021	4009655	080	$ 116.48
HAZEL DELA CRUZ Total				$ 116.48
HEARTLAND PAYMENT SYSTEMS INC.	10/1/2021	4009528	130	$ 990.00
	10/22/2021	4009885	130	$ 8,699.50
HEARTLAND PAYMENT SYSTEMS INC. Total				$ 9,689.50
HOME DEPOT U.S.A. INC.	10/1/2021	4009543	050	$ 494.03
		4009544	010	$ 1,622.82
	10/8/2021	4009574	010	$ 4,387.59
		4009607	050	$ 4,396.07

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
HOME DEPOT U.S.A. INC.	10/15/2021	4009705	010	$ 18,064.59
		4009743	010	$ 168.59
	10/22/2021	4009799	050	$ 2,575.91
		4009800	010	$ 4,782.30
		4009876	010	$ 3,864.61
	10/25/2021	4009896	010	$ 104.90
	10/29/2021	4009944	050	$ 3,723.53
		4009945	010	$ 2,805.72
HOME DEPOT U.S.A. INC. Total				$ 46,990.66
HORIZON DISTRIBUTORS INC	10/8/2021	4009608	050	$ 117.69
HORIZON DISTRIBUTORS INC Total				$ 117.69
IBM CORPORATION	10/29/2021	4009968	010	$ 5,498.40
IBM CORPORATION Total				$ 5,498.40
ICONIX WATERWORKS (US) INC.	10/15/2021	4009706	050	$ 80.62
ICONIX WATERWORKS (US) INC. Total				$ 80.62
IDN INC	10/22/2021	4009801	050	$ 1,169.83
IDN INC Total				$ 1,169.83
IMAGINE LEARNING INC.	10/15/2021	4009744	060	$ 10,800.00
IMAGINE LEARNING INC. Total				$ 10,800.00
INGRID GRACIANO	10/29/2021	4009928	060	$ 250.00
INGRID GRACIANO Total				$ 250.00
INTERNATIONAL ASSOCIATION FOR	10/1/2021	4009512	060	$ 450.00
INTERNATIONAL ASSOCIATION FOR Total				$ 450.00
IRIS LYNN CHAREST	10/8/2021	4009627	010	$ 32.80
IRIS LYNN CHAREST Total				$ 32.80
IT MANAGEMENT CORPORATION	10/1/2021	4009491	010	$ 88,919.72
	10/8/2021	4009646	010	$ 2,980.48
IT MANAGEMENT CORPORATION Total				$ 91,900.20
ITSAVVY LLC	10/1/2021	4009492	010	$ 428.27
	10/8/2021	4009575	060	$ 135.43
		4009594	060	$ 366.68
	10/15/2021	4009745	010	$ 261.22
			060	$ 3,716.66
	10/22/2021	4009851	010	$ 14,403.53
		4009860	080	$ 37.57
	10/25/2021	4009897	060	$ 725.61
	10/29/2021	4009969	010	$ 32,389.23
ITSAVVY LLC Total				$ 52,464.20
IVAN ROSALES MONTES	10/1/2021	4009478	060	$ 52.36
	10/8/2021	4009628	010	$ 255.13
IVAN ROSALES MONTES Total				$ 307.49
J.W. PEPPER & SON, INC.	10/15/2021	4009685	010	$ 543.84
	10/29/2021	4009998	010	$ 13.19
J.W. PEPPER & SON, INC. Total				$ 557.03
JANET ALVAREZ	10/8/2021	4009558	010	$ 144.80
JANET ALVAREZ Total				$ 144.80
JEANS PALACE INC.	10/15/2021	4009686	060	$ 258.00

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JEANS PALACE INC. Total				$ 258.00
JESS FERNANDEZ	10/15/2021	4009707	050	$ 4,200.00
	10/29/2021	4009946	050	$ 28,225.00
JESS FERNANDEZ Total				$ 32,425.00
JESSICA MAE LIVOTI	10/1/2021	4009513	010	$ 379.81
	10/8/2021	4009629	010	$ 30.47
JESSICA MAE LIVOTI Total				$ 410.28
JILLIAN C CINTAS	10/8/2021	4009630	010	$ 266.18
JILLIAN C CINTAS Total				$ 266.18
JOHN F. FONT PHD & ASSOCIATES	10/8/2021	4009621	080	$ 5,280.00
JOHN F. FONT PHD & ASSOCIATES Total				$ 5,280.00
JONES SCHOOL SUPPLY CO. INC.	10/15/2021	4009687	088	$ 409.46
JONES SCHOOL SUPPLY CO. INC. Total				$ 409.46
JORGE A ALVAREZ JR	10/15/2021	4009724	010	$ 150.00
JORGE A ALVAREZ JR Total				$ 150.00
JOSE LUIS GALLO	10/15/2021	4009725	050	$ 150.00
JOSE LUIS GALLO Total				$ 150.00
JOSEFINA ARREOLA	10/22/2021	4009841	010	$ 150.00
JOSEFINA ARREOLA Total				$ 150.00
JOURNEYED.COM INC.	10/29/2021	4009999	010	$ 115.00
JOURNEYED.COM INC. Total				$ 115.00
JULIETA GUADALUPE FLORES	10/11/2021	4009656	010	$ 108.00
JULIETA GUADALUPE FLORES Total				$ 108.00
KAISER	10/15/2021	4009776	670	$ 185,365.50
KAISER Total				$ 185,365.50
KAISER PERMANENTE	10/29/2021	4009929	670	$ 412.66
KAISER PERMANENTE Total				$ 412.66
KEENAN & ASSOCIATES	10/1/2021	4009514	670	$ 116,589.00
KEENAN & ASSOCIATES Total				$ 116,589.00
KELLY PAPER COMPANY	10/1/2021	4009545	010	$ 3,253.29
	10/29/2021	4010000	010	$ 381.72
KELLY PAPER COMPANY Total				$ 3,635.01
KELLY-MOORE PAINT COMPANY INC.	10/22/2021	4009802	050	$ 156.65
	10/29/2021	4009947	050	$ 298.95
KELLY-MOORE PAINT COMPANY INC. Total				$ 455.60
KENNETH AMUNRUD	10/29/2021	4009958	010	$ 106.38
KENNETH AMUNRUD Total				$ 106.38
KEVIN DAVID WEBSTER	10/8/2021	4009631	080	$ 77.84
KEVIN DAVID WEBSTER Total				$ 77.84
KHAI Q. TRAN	10/8/2021	4009609	050	$ 5,785.00
	10/29/2021	4009948	050	$ 4,150.00
KHAI Q. TRAN Total				$ 9,935.00
KIMOCHIS	10/1/2021	4009493	060	$ 5,165.33
	10/29/2021	4009970	060	$ 2,595.07
KIMOCHIS Total				$ 7,760.40
KIPP HEARTWOOD ACADEMY	10/11/2021	4009673	010	$ 84,245.00
KIPP HEARTWOOD ACADEMY Total				$ 84,245.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
KIPP PRIZE PREPARATORY ACADEMY	10/11/2021	4009674	010	$ 84,020.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$ 84,020.00**
K-LOG INC.	10/22/2021	4009861	010	$ 2,074.93
K-LOG INC. Total				**$ 2,074.93**
LABRADOR, RIC E	10/29/2021	4009959	010	$ 411.70
LABRADOR, RIC E Total				**$ 411.70**
LAKESHORE EQUIPMENT COMPANY	10/1/2021	4009494	010	$ 829.78
		4009529	010	$ 264.15
			060	$ 186.18
		4009546	080	$ 17.65
	10/8/2021	4009595	010	$ 49.09
	10/15/2021	4009726	010	$ 42.21
		4009746	010	$ 391.03
			060	$ 41.55
			080	$ 165.21
		4009761	010	$ 26.90
	10/22/2021	4009842	010	$ 199.92
	10/25/2021	4009898	010	$ 225.37
	10/29/2021	4009936	010	$ 2,646.47
		4009971	060	$ 98.38
LAKESHORE EQUIPMENT COMPANY Total				**$ 5,183.89**
LDP INC	10/15/2021	4009747	060	$ 828.24
LDP INC Total				**$ 828.24**
LEANNE KATHLEEN DEPEW	10/15/2021	4009762	080	$ 305.00
LEANNE KATHLEEN DEPEW Total				**$ 305.00**
LEASE SERVICING CENTER INC.	10/15/2021	4009727	010	$ 1,389.66
LEASE SERVICING CENTER INC. Total				**$ 1,389.66**
LET'S TRAVEL	10/25/2021	4009899	080	$ 530.90
LET'S TRAVEL Total				**$ 530.90**
LI, PELE	10/29/2021	4009914	060	$ 3,938.00
LI, PELE Total				**$ 3,938.00**
LILY MILIM CHANG	10/1/2021	4009479	010	$ 54.60
LILY MILIM CHANG Total				**$ 54.60**
LINDA LOPEZ CHAVEZ	10/22/2021	4009852	010	$ 1,472.67
LINDA LOPEZ CHAVEZ Total				**$ 1,472.67**
LISA MARIE GREGOIRE	10/1/2021	4009480	010	$ 72.33
LISA MARIE GREGOIRE Total				**$ 72.33**
LITTLE HEROES INC.	10/1/2021	4009448	060	$ 5,600.00
	10/8/2021	4009559	060	$ 2,800.00
		4009596	060	$ 5,300.00
		4009647	010	$ 2,800.00
	10/11/2021	4009665	010	$ 4,200.00
			060	$ 4,200.00
	10/15/2021	4009748	060	$ 2,800.00
		4009777	060	$ 2,800.00
	10/22/2021	4009817	060	$ 2,800.00
	10/29/2021	4010001	060	$ 2,800.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LITTLE HEROES INC. Total				$ 36,100.00
LOREN NICOLE MATA	10/1/2021	4009481	010	$ 70.00
LOREN NICOLE MATA Total				$ 70.00
LORI GRAGNOLA	10/11/2021	4009657	010	$ 322.25
LORI GRAGNOLA Total				$ 322.25
LOTT, SABRINA	10/22/2021	4009853	010	$ 42.68
LOTT, SABRINA Total				$ 42.68
LOWES COMPANIES INC.	10/1/2021	4009547	060	$ 23,407.31
			050	$ 2,097.46
	10/15/2021	4009708	060	$ 103,906.25
			050	$ 316.84
	10/22/2021	4009803	050	$ 384.27
		4009877	050	$ 277.75
		4009886	050	$ 367.46
LOWES COMPANIES INC. Total				$ 130,757.34
LOZANO SMITH LLP	10/22/2021	4009843	080	$ 4,142.50
LOZANO SMITH LLP Total				$ 4,142.50
LUIS ABRAHAM TORRES	10/29/2021	4009960	080	$ 52.36
LUIS ABRAHAM TORRES Total				$ 52.36
LUNCHASSIST INC	10/8/2021	4009622	130	$ 250.00
LUNCHASSIST INC Total				$ 250.00
MALONEY, BECKI	10/15/2021	4009763	010	$ 132.95
MALONEY, BECKI Total				$ 132.95
MANSON WESTERN CORPORATION	10/22/2021	4009862	080	$ 1,238.08
MANSON WESTERN CORPORATION Total				$ 1,238.08
MANUEL LOPEZ	10/1/2021	4009515	050	$ 150.00
MANUEL LOPEZ Total				$ 150.00
MARIA C. GOCHEZ BLANCO	10/1/2021	4009548	050	$ 527.83
	10/22/2021	4009804	050	$ 422.11
MARIA C. GOCHEZ BLANCO Total				$ 949.94
MARIA CARMINA OROZCO	10/8/2021	4009632	010	$ 87.36
MARIA CARMINA OROZCO Total				$ 87.36
MARIA E MOYOLI	10/29/2021	4009961	060	$ 451.99
MARIA E MOYOLI Total				$ 451.99
MARIA JESUS MARTINEZ	10/22/2021	4009828	010	$ 85.93
MARIA JESUS MARTINEZ Total				$ 85.93
MARTHA PENA GUZMAN	10/29/2021	4009962	010	$ 124.03
MARTHA PENA GUZMAN Total				$ 124.03
MARVIN E DE LA PORTE	10/29/2021	4009930	010	$ 214.10
MARVIN E DE LA PORTE Total				$ 214.10
MATTHEW SCOTT BARBIERI	10/22/2021	4009854	010	$ 35.49
MATTHEW SCOTT BARBIERI Total				$ 35.49
MAXIM HEALTHCARE SERVICES	10/1/2021	4009449	010	$ 2,860.20
		4009516	010	$ 7,699.80
	10/8/2021	4009597	080	$ 45,758.00
	10/15/2021	4009728	010	$ 5,150.40
MAXIM HEALTHCARE SERVICES Total				$ 61,468.40

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
MCKINLEY ELEVATOR CORPORATION	10/8/2021	4009576	050	$ 1,161.79
MCKINLEY ELEVATOR CORPORATION Total				**$ 1,161.79**
MEDINA KATHLEEN MARIE	10/25/2021	4009900	010	$ 214.10
MEDINA KATHLEEN MARIE Total				**$ 214.10**
MELISSA VAZQUEZ	10/1/2021	4009469	130	$ 150.00
MELISSA VAZQUEZ Total				**$ 150.00**
MESA COLLEGE PREP PROGRAM	10/8/2021	4009598	010	$ 25,137.00
MESA COLLEGE PREP PROGRAM Total				**$ 25,137.00**
METLIFE SMALL MARKET	10/22/2021	4009855	010	$ 1,845.91
METLIFE SMALL MARKET Total				**$ 1,845.91**
MICHELLE LOUISE BARRON	10/8/2021	4009560	010	$ 75.00
MICHELLE LOUISE BARRON Total				**$ 75.00**
MICHELLE MATRO WRIGHT	10/15/2021	4009764	010	$ 76.61
MICHELLE MATRO WRIGHT Total				**$ 76.61**
MID AMERICA ADMINISTRATION	10/29/2021	4010017	010	$ 9,423.32
MID AMERICA ADMINISTRATION Total				**$ 9,423.32**
MKO AUTO SERVICE INC.	10/1/2021	4009450	050	$ 723.25
	10/8/2021	4009623	010	$ 250.00
MKO AUTO SERVICE INC. Total				**$ 973.25**
MOLLY DAHL	10/15/2021	4009778	060	$ 3,151.90
MOLLY DAHL Total				**$ 3,151.90**
MONARCH TRUCK SERVICE	10/29/2021	4010002	010	$ 2,832.81
MONARCH TRUCK SERVICE Total				**$ 2,832.81**
MONICA TURREY KORTEN	10/1/2021	4009482	010	$ 58.91
MONICA TURREY KORTEN Total				**$ 58.91**
MOSYLE CORPORATION	10/29/2021	4009972	010	$ 12.38
MOSYLE CORPORATION Total				**$ 12.38**
MUS VIL INC.	10/15/2021	4009729	010	$ 151.18
	10/29/2021	4010003	010	$ 569.02
MUS VIL INC. Total				**$ 720.20**
NAJMUN RAHMAN	10/29/2021	4010004	010	$ 38.67
NAJMUN RAHMAN Total				**$ 38.67**
NAM VAN NGUYEN	10/22/2021	4009856	010	$ 147.66
NAM VAN NGUYEN Total				**$ 147.66**
NCS PEARSON INC.	10/1/2021	4009451	080	$ 49.00
		4009495	080	$ 398.83
	10/15/2021	4009688	080	$ 733.61
	10/22/2021	4009818	080	$ 108.50
	10/25/2021	4009901	080	$ 265.50
NCS PEARSON INC. Total				**$ 1,555.44**
NEARPOD INC.	10/29/2021	4009915	060	$ 2,600.00
NEARPOD INC. Total				**$ 2,600.00**
NEWSELA INC.	10/15/2021	4009689	060	$ 8,580.00
NEWSELA INC. Total				**$ 8,580.00**
NEXTEL OF CALIFORNIA INC.	10/8/2021	4009648	010	$ 2,336.93
NEXTEL OF CALIFORNIA INC. Total				**$ 2,336.93**
NICOLE J WESSON	10/29/2021	4009963	080	$ 57.12

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
NICOLE J WESSON	10/29/2021	4010005	080	$	57.12
NICOLE J WESSON Total				$	114.24
NORCAL TRUCK LEASING INC	10/1/2021	4009452	010	$	166.00
	10/22/2021	4009887	010	$	166.00
NORCAL TRUCK LEASING INC Total				$	332.00
OCCUPATIONAL HEALTH CTR OF CA	10/8/2021	4009599	010	$	132.50
	10/22/2021	4009845	010	$	132.50
	10/29/2021	4009937	010	$	229.50
OCCUPATIONAL HEALTH CTR OF CA Total				$	494.50
OFFICE DEPOT	10/1/2021	4009454	010	$	2,393.54
		4009470	010	$	1,570.08
		4009496	010	$	504.46
		4009502	010	$	613.26
			060	$	594.49
		4009517	010	$	569.85
			050	$	32.32
		4009526	010	$	474.63
			080	$	164.05
		4009530	010	$	574.90
		4009549	010	$	464.99
	10/8/2021	4009555	010	$	632.92
		4009556	010	$	655.51
		4009600	010	$	1,014.34
		4009610	010	$	488.74
			060	$	123.33
		4009614	010	$	556.25
		4009615	010	$	386.97
			050	$	113.78
		4009624	010	$	1,377.54
		4009634	010	$	607.60
			080	$	433.90
		4009635	010	$	1,049.21
		4009636	010	$	655.15
		4009637	010	$	714.61
		4009638	010	$	861.69
		4009639	010	$	598.08
		4009640	010	$	627.41
		4009641	010	$	429.20
		4009642	010	$	513.02
		4009644	010	$	619.78
		4009649	010	$	597.39
			130	$	710.46
	10/22/2021	4009819	010	$	538.14
		4009829	010	$	938.61
		4009833	010	$	500.95
		4009834	010	$	730.57
		4009835	010	$	1,083.63

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT	10/22/2021	4009846	010	$ 751.32
			060	$ 500.52
			080	$ 67.77
		4009863	010	$ 781.05
			050	$ 28.50
	10/29/2021	4009917	010	$ 536.14
		4009931	010	$ 392.16
		4009938	010	$ 561.90
			130	$ 137.37
		4009973	010	$ 1,163.09
			060	$ (164.00)
		4009985	010	$ 344.71
		4009986	010	$ 943.72
		4009987	010	$ 814.47
		4009988	010	$ 427.77
		4009989	010	$ 443.09
OFFICE DEPOT Total				**$ 33,244.93**
O'REILLY AUTOMOTIVE STORES INC	10/1/2021	4009453	010	$ 568.43
	10/22/2021	4009844	010	$ 1,309.25
	10/29/2021	4009916	010	$ 2.49
O'REILLY AUTOMOTIVE STORES INC Total				**$ 1,880.17**
OTC DIRECT INC	10/8/2021	4009611	010	$ 818.68
	10/15/2021	4009749	088	$ 241.23
	10/22/2021	4009864	010	$ 283.33
			060	$ 230.51
			088	$ 81.95
	10/25/2021	4009902	010	$ 161.25
			088	$ 286.13
	10/29/2021	4009939	060	$ 70.56
		4009974	060	$ 61.18
OTC DIRECT INC Total				**$ 2,234.82**
P & R PAPER SUPPLY COMPANY	10/18/2021	4009789	130	$ 26,787.67
P & R PAPER SUPPLY COMPANY Total				**$ 26,787.67**
PACIFIC EDUCATORS INC.	10/29/2021	4010018	010	$ 98.58
PACIFIC EDUCATORS INC. Total				**$ 98.58**
PALOMINOS, CARLOS O.	10/8/2021	4009561	050	$ 150.00
PALOMINOS, CARLOS O. Total				**$ 150.00**
PARTRIDGE CONSULTING INC.	10/1/2021	4009518	080	$ 5,500.00
	10/29/2021	4009975	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				**$ 11,000.00**
PATRICIA M TOVAR	10/15/2021	4009765	010	$ 5.04
PATRICIA M TOVAR Total				**$ 5.04**
PEI-NEI LEE	10/1/2021	4009483	010	$ 97.40
	10/22/2021	4009830	010	$ 99.50
PEI-NEI LEE Total				**$ 196.90**
PERSEUS ASSOCIATES	10/1/2021	4009455	010	$ 525.00
	10/15/2021	4009709	010	$ 525.00

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
PERSEUS ASSOCIATES Total				**$**	**1,050.00**
PERVINDER KAUR	10/1/2021	4009484	010	$	114.67
PERVINDER KAUR Total				**$**	**114.67**
PESI	10/29/2021	4009918	010	$	109.99
PESI Total				**$**	**109.99**
PETER P. IMPERIAL	10/1/2021	4009456	050	$	16,810.00
PETER P. IMPERIAL Total				**$**	**16,810.00**
PETERSON, CHESTER	10/1/2021	4009519	010	$	82.75
PETERSON, CHESTER Total				**$**	**82.75**
PG&E	10/1/2021	4009520	010	$	51.44
	10/11/2021	4009677	010	$	220,017.38
PG&E Total				**$**	**220,068.82**
POWELL, MATTHEW	10/15/2021	4009766	010	$	120.83
POWELL, MATTHEW Total				**$**	**120.83**
POWERS, KAAREN D.	10/29/2021	4009964	010	$	214.10
POWERS, KAAREN D. Total				**$**	**214.10**
PRE-PAID LEGAL SERVICES INC.	10/29/2021	4010019	010	$	299.74
PRE-PAID LEGAL SERVICES INC. Total				**$**	**299.74**
PRIDE Publishing LLC	10/1/2021	4009497	010	$	347.17
PRIDE Publishing LLC Total				**$**	**347.17**
PRO-ED	10/1/2021	4009531	080	$	207.72
	10/29/2021	4009976	080	$	233.98
PRO-ED Total				**$**	**441.70**
QUADIENT, INC.	10/1/2021	4009457	010	$	360.97
	10/29/2021	4009919	010	$	360.97
QUADIENT, INC. Total				**$**	**721.94**
R & R REFRIGERATION & AIR	10/1/2021	4009458	130	$	2,201.01
	10/15/2021	4009690	130	$	433.56
	10/22/2021	4009820	130	$	310.64
R & R REFRIGERATION & AIR Total				**$**	**2,945.21**
RANDAL VERNON BARBER	10/11/2021	4009658	010	$	25.82
RANDAL VERNON BARBER Total				**$**	**25.82**
RANDALL E. KLEIN	10/15/2021	4009779	060	$	163.00
RANDALL E. KLEIN Total				**$**	**163.00**
REALLY GOOD STUFF LLC	10/22/2021	4009865	010	$	180.49
REALLY GOOD STUFF LLC Total				**$**	**180.49**
RECOLOGY SOUTH BAY	10/15/2021	4009734	010	$	18,122.05
		4009780	010	$	2,525.81
RECOLOGY SOUTH BAY Total				**$**	**20,647.86**
REHON & ROBERTS APC	10/4/2021	4009554	010	$	17,440.00
			210	$	20,209.65
	10/22/2021	4009866	010	$	9,069.00
			210	$	23,696.85
REHON & ROBERTS APC Total				**$**	**70,415.50**
RENAISSANCE LEARNING INC.	10/15/2021	4009691	060	$	2,169.30
	10/29/2021	4009920	060	$	6,484.50
RENAISSANCE LEARNING INC. Total				**$**	**8,653.80**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
RFC WIRELESS INC	10/29/2021	4009977	010	$ 1,245.11
RFC WIRELESS INC Total				**$ 1,245.11**
RICK DELONG	10/8/2021	4009577	010	$ 990.00
	10/22/2021	4009805	010	$ 2,890.00
		4009878	010	$ 1,590.00
RICK DELONG Total				**$ 5,470.00**
RIVERA, LIONELA C.	10/22/2021	4009889	010	$ 5,402.16
RIVERA, LIONELA C. Total				**$ 5,402.16**
RIVERSIDE ASSESSMENTS LLC	10/25/2021	4009903	080	$ 370.04
RIVERSIDE ASSESSMENTS LLC Total				**$ 370.04**
RMC A RAY MORGAN COMPANY	10/1/2021	4009442	010	$ 1,489.05
			060	$ 689.86
			080	$ 806.47
		4009443	010	$ 1,671.23
			060	$ 1,399.87
		4009444	010	$ 1,258.70
			060	$ 1,068.69
		4009498	010	$ 120.73
	10/29/2021	4009921	010	$ 1,154.98
			060	$ 1,063.10
		4009932	010	$ 1,283.49
			060	$ 1,717.06
		4009940	010	$ 1,517.86
			060	$ 517.40
			080	$ 1,154.38
			130	$ 985.52
		4009978	010	$ 425.20
RMC A RAY MORGAN COMPANY Total				**$ 18,323.59**
RO HEALTH INC.	10/1/2021	4009521	010	$ 3,886.80
	10/8/2021	4009601	010	$ 8,185.20
	10/15/2021	4009692	010	$ 7,935.00
	10/22/2021	4009847	010	$ 7,500.90
RO HEALTH INC. Total				**$ 27,507.90**
ROCHESTER 100 INC.	10/1/2021	4009532	010	$ 57.00
			060	$ 870.00
ROCHESTER 100 INC. Total				**$ 927.00**
ROCKETSHIP FUERZA	10/11/2021	4009675	010	$ 123,646.00
ROCKETSHIP FUERZA Total				**$ 123,646.00**
ROCKETSHIP SI SE PUEDE	10/11/2021	4009676	010	$ 76,994.00
ROCKETSHIP SI SE PUEDE Total				**$ 76,994.00**
RODRIGUEZ JOHN EDWARD	10/25/2021	4009904	010	$ 214.10
RODRIGUEZ JOHN EDWARD Total				**$ 214.10**
ROLLINS INC.	10/15/2021	4009781	050	$ 954.52
ROLLINS INC. Total				**$ 954.52**
ROSA LOZANO	10/8/2021	4009562	010	$ 142.82
ROSA LOZANO Total				**$ 142.82**
ROSA PIMENTEL ALI	10/22/2021	4009831	010	$ 14.99

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ROSA PIMENTEL ALI Total				$ 14.99
ROSARIO AVALOS	10/15/2021	4009730	130	$ 150.00
ROSARIO AVALOS Total				$ 150.00
ROSE L. CRUZ	10/29/2021	4010006	010	$ 624.46
ROSE L. CRUZ Total				$ 624.46
RUTH IRMA MEDRANO HERNANDEZ	10/1/2021	4009471	130	$ 98.43
RUTH IRMA MEDRANO HERNANDEZ Total				$ 98.43
S.A. PIAZZA & ASSOC. LLC	10/15/2021	4009750	130	$ 1,200.00
S.A. PIAZZA & ASSOC. LLC Total				$ 1,200.00
S.C.C.E.S.J.H.C.A	10/1/2021	4009459	010	$ 450.00
	10/15/2021	4009731	010	$ 900.00
	10/29/2021	4009979	010	$ 450.00
S.C.C.E.S.J.H.C.A Total				$ 1,800.00
SABINA MURESAN	10/22/2021	4009832	010	$ 67.20
SABINA MURESAN Total				$ 67.20
SAN JOSE GRAIL FAMILY SERVICES	10/15/2021	4009693	060	$ 10,000.00
SAN JOSE GRAIL FAMILY SERVICES Total				$ 10,000.00
SAN JOSE WATER COMPANY	10/1/2021	4009505	010	$ 76,671.30
SAN JOSE WATER COMPANY Total				$ 76,671.30
SANCHEZ, MELANY	10/15/2021	4009767	010	$ 86.51
SANCHEZ, MELANY Total				$ 86.51
SANDRA ELIZABETH FARIAS RIVAS	10/1/2021	4009485	010	$ 32.78
SANDRA ELIZABETH FARIAS RIVAS Total				$ 32.78
SANDY TUY PHAN	10/8/2021	4009563	010	$ 150.00
SANDY TUY PHAN Total				$ 150.00
SANGUINETTI, CRAIG WARD	10/1/2021	4009472	010	$ 206.18
SANGUINETTI, CRAIG WARD Total				$ 206.18
SANTARINA, TRAVIS	10/11/2021	4009659	080	$ 84.28
SANTARINA, TRAVIS Total				$ 84.28
SAVE MART SUPERMARKETS	10/25/2021	4009905	080	$ 198.65
	10/29/2021	4009980	080	$ 200.76
SAVE MART SUPERMARKETS Total				$ 399.41
SCCJHSCA	10/1/2021	4009460	010	$ 45.00
SCCJHSCA Total				$ 45.00
SCHOLASTIC	10/29/2021	4009922	060	$ 603.14
SCHOLASTIC Total				$ 603.14
SCHOLASTIC INC.	10/1/2021	4009533	060	$ 15.56
SCHOLASTIC INC. Total				$ 15.56
SCHOOL HEALTH CORPORATION	10/1/2021	4009534	080	$ 44.34
	10/8/2021	4009602	010	$ 442.35
		4009612	010	$ 260.55
	10/15/2021	4009751	080	$ 259.49
	10/25/2021	4009906	080	$ 271.52
SCHOOL HEALTH CORPORATION Total				$ 1,278.25
SCHOOL NURSE SUPPLY INC.	10/8/2021	4009603	010	$ 668.31
	10/15/2021	4009752	010	$ 93.30
	10/22/2021	4009867	010	$ 70.63

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCHOOL NURSE SUPPLY INC. Total				$ 832.24
SCHOOL SERVICES OF CALIFORNIA	10/15/2021	4009753	010	$ 340.00
	10/29/2021	4009923	010	$ 825.00
SCHOOL SERVICES OF CALIFORNIA Total				$ 1,165.00
SCHOOL SPECIALTY LLC	10/15/2021	4009754	010	$ 70.55
	10/22/2021	4009868	080	$ 33.62
SCHOOL SPECIALTY LLC Total				$ 104.17
SCOTT, SAMANTHA	10/8/2021	4009564	010	$ 192.81
SCOTT, SAMANTHA Total				$ 192.81
SECURLY INC.	10/29/2021	4009924	010	$ 12,249.60
SECURLY INC. Total				$ 12,249.60
SEEDS COMMUNITY RESOLUTION	10/15/2021	4009755	060	$ 18,000.00
SEEDS COMMUNITY RESOLUTION Total				$ 18,000.00
SELF INSURED SCHOOLS OF	10/15/2021	4009786	670	$ 808,580.00
SELF INSURED SCHOOLS OF Total				$ 808,580.00
SERVICE STATION SYSTEMS	10/1/2021	4009461	050	$ 275.00
	10/15/2021	4009710	050	$ 275.00
SERVICE STATION SYSTEMS Total				$ 550.00
SEVERIN INTERMEDIATE HOLDINGS	10/29/2021	4009981	010	$ 726.74
SEVERIN INTERMEDIATE HOLDINGS Total				$ 726.74
SFCC INTERMEDIATEHOLDINGS INC	10/8/2021	4009604	010	$ 200.19
SFCC INTERMEDIATEHOLDINGS INC Total				$ 200.19
SHARON FAYE RUSSELL	10/11/2021	4009660	130	$ 93.16
SHARON FAYE RUSSELL Total				$ 93.16
SHARP ELECTRONICS CORPORATION	10/8/2021	4009605	060	$ 230.17
	10/29/2021	4009925	060	$ 195.80
SHARP ELECTRONICS CORPORATION Total				$ 425.97
SHAYLYN NORENE ORDAZ	10/11/2021	4009661	010	$ 26.88
SHAYLYN NORENE ORDAZ Total				$ 26.88
SIDDIQI, SABA	10/11/2021	4009666	010	$ 105.00
SIDDIQI, SABA Total				$ 105.00
SILICON VALLEY SECURITY &	10/22/2021	4009879	010	$ 7,162.48
SILICON VALLEY SECURITY & Total				$ 7,162.48
SILVIA ULLOA	10/22/2021	4009848	130	$ 150.00
SILVIA ULLOA Total				$ 150.00
SKUTCHI DESIGNS INC	10/22/2021	4009880	010	$ 5,340.42
SKUTCHI DESIGNS INC Total				$ 5,340.42
SOWN TO GROW INC.	10/15/2021	4009782	060	$ 3,500.00
SOWN TO GROW INC. Total				$ 3,500.00
SPURR	10/15/2021	4009783	010	$ 2,304.34
SPURR Total				$ 2,304.34
STANDARD INSURANCE CO.	10/29/2021	4010020	010	$ 15,801.15
STANDARD INSURANCE CO. Total				$ 15,801.15
STARFALL EDUCATION FOUNDATION	10/1/2021	4009550	060	$ 270.00
	10/22/2021	4009821	060	$ 270.00
	10/29/2021	4009982	060	$ 270.00
STARFALL EDUCATION FOUNDATION Total				$ 810.00

AP Check Register - Pivot Table Summary by Vendor
October 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STARTING ARTS INC.	10/22/2021	4009822	060	$ 8,125.00
STARTING ARTS INC. Total				**$ 8,125.00**
STATE OF CALIFORNIA	10/22/2021	4009823	010	$ 782.00
STATE OF CALIFORNIA Total				**$ 782.00**
STEVEN WAYNE DOTY	10/1/2021	4009503	050	$ 1,325.67
STEVEN WAYNE DOTY Total				**$ 1,325.67**
STLR CORPORATION	10/15/2021	4009732	010	$ 1,181.25
STLR CORPORATION Total				**$ 1,181.25**
STUDIES WEEKLY INC	10/8/2021	4009578	060	$ 3,652.03
STUDIES WEEKLY INC Total				**$ 3,652.03**
SUNBELT RENTALS INC.	10/1/2021	4009522	050	$ 116.65
		4009551	050	$ 221.93
	10/29/2021	4009949	050	$ 2,572.23
SUNBELT RENTALS INC. Total				**$ 2,910.81**
SUNBELT STAFFING LLC	10/11/2021	4009667	080	$ 29,902.25
SUNBELT STAFFING LLC Total				**$ 29,902.25**
SUPER DUPER INC	10/15/2021	4009694	080	$ 54.64
		4009768	080	$ 128.93
SUPER DUPER INC Total				**$ 183.57**
SWING EDUCATION INC.	10/1/2021	4009462	010	$ 2,080.40
		4009499	010	$ 1,400.00
	10/8/2021	4009625	010	$ 1,640.10
	10/15/2021	4009733	010	$ 3,040.10
	10/22/2021	4009869	010	$ 29,000.00
	10/25/2021	4009907	010	$ 2,480.10
	10/29/2021	4009933	010	$ 2,600.50
SWING EDUCATION INC. Total				**$ 42,241.20**
SYSCO SAN FRANCISCO INC.	10/8/2021	4009579	130	$ 4,248.56
SYSCO SAN FRANCISCO INC. Total				**$ 4,248.56**
SYTECH SOLUTIONS INC.	10/22/2021	4009824	010	$ 5,050.00
SYTECH SOLUTIONS INC. Total				**$ 5,050.00**
TAG/AMS. INC.	10/1/2021	4009463	010	$ 614.00
TAG/AMS. INC. Total				**$ 614.00**
TALTON, VERONICA	10/11/2021	4009662	010	$ 27.61
TALTON, VERONICA Total				**$ 27.61**
TAM CONG LE	10/29/2021	4010007	010	$ 128.97
TAM CONG LE Total				**$ 128.97**
TAMARA BERMUDES	10/1/2021	4009523	010	$ 268.23
TAMARA BERMUDES Total				**$ 268.23**
TANYA KRISTINE GO TUVERA	10/22/2021	4009857	010	$ 31.17
TANYA KRISTINE GO TUVERA Total				**$ 31.17**
TARGET SPECIALTY PRODUCTS	10/22/2021	4009881	050	$ 1,239.81
TARGET SPECIALTY PRODUCTS Total				**$ 1,239.81**
TEAMSTERS LOCAL #150	10/29/2021	4010021	010	$ 9,789.18
TEAMSTERS LOCAL #150 Total				**$ 9,789.18**
TEAMSTERS MANAGED TRUST FUNDS	10/11/2021	4009678	670	$ 216,514.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 216,514.00**

AP Check Register - Pivot Table Summary by Vendor
October 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TERESA AMADOR	10/1/2021	4009473	130	$ 154.48
	10/29/2021	4009965	130	$ 10.08
TERESA AMADOR Total				**$ 164.56**
TEXAS LIFE INSURANCE	10/29/2021	4010022	010	$ 5,906.30
TEXAS LIFE INSURANCE Total				**$ 5,906.30**
THE PROPHET CORPORATION	10/1/2021	4009535	010	$ 754.34
		4009552	010	$ 358.21
	10/15/2021	4009695	080	$ 298.78
		4009756	080	$ 293.83
	10/22/2021	4009870	010	$ 630.76
			060	$ 2,295.64
	10/29/2021	4009983	010	$ 96.82
			080	$ 104.06
THE PROPHET CORPORATION Total				**$ 4,832.44**
THE RON CLARK ACADEMY INC	10/29/2021	4010008	060	$ 1,800.00
THE RON CLARK ACADEMY INC Total				**$ 1,800.00**
THERESA S RENTERIA	10/1/2021	4009486	010	$ 100.77
THERESA S RENTERIA Total				**$ 100.77**
THINK TOGETHER	10/11/2021	4009668	010	$ 73,125.00
			060	$ 14,625.00
	10/26/2021	4009908	120	$ 131,734.80
	10/15/2021	4009696	060	$ 86,023.10
	10/29/2021	4009984	120	$ 43,911.60
THINK TOGETHER Total				**$ 349,419.50**
THOMAS, DEEPA	10/15/2021	4009769	010	$ 220.69
THOMAS, DEEPA Total				**$ 220.69**
THU HONG THI TRAN	10/8/2021	4009633	010	$ 25.90
THU HONG THI TRAN Total				**$ 25.90**
TURF AND INDUSTRIAL EQUIPMENT	10/22/2021	4009882	050	$ 916.21
TURF AND INDUSTRIAL EQUIPMENT Total				**$ 916.21**
TURF STAR	10/8/2021	4009580	050	$ 6,018.07
TURF STAR Total				**$ 6,018.07**
U.S. BANK	10/20/2021	4009790	010	$ 3,238.87
U.S. BANK Total				**$ 3,238.87**
ULINE INC	10/1/2021	4009536	010	$ 4,700.15
ULINE INC Total				**$ 4,700.15**
UMA RAVISHANKER	10/15/2021	4009770	010	$ 58.60
UMA RAVISHANKER Total				**$ 58.60**
UNITED PARCEL SERVICE	10/15/2021	4009757	010	$ 134.00
UNITED PARCEL SERVICE Total				**$ 134.00**
UNITED REFRIGERATION INC.	10/1/2021	4009553	050	$ 1,395.10
	10/8/2021	4009581	050	$ 552.67
	10/22/2021	4009883	050	$ 147.51
	10/29/2021	4009950	050	$ 910.83
UNITED REFRIGERATION INC. Total				**$ 3,006.11**
UNITEDHEALTHCARE INSURANCE	10/21/2021	4009792	670	$ 22,249.00
UNITEDHEALTHCARE INSURANCE Total				**$ 22,249.00**

AP Check Register - Pivot Table Summary by Vendor
October 2021

Vendor Name	Date	Warrant #	Fund	Sum of Amount
VANESSA MARIE ESQUIBEL	10/29/2021	4009966	010	$ 148.02
VANESSA MARIE ESQUIBEL Total				$ 148.02
VENTRIS LEARNING LLC	10/15/2021	4009784	080	$ 139.06
VENTRIS LEARNING LLC Total				$ 139.06
VERIZON BUSINESS	10/11/2021	4009669	010	$ 40.21
	10/22/2021	4009871	010	$ 0.60
VERIZON BUSINESS Total				$ 40.81
VERONICA CASTANEDA	10/15/2021	4009771	010	$ 166.19
VERONICA CASTANEDA Total				$ 166.19
VISION SERVICE PLAN	10/22/2021	4009858	670	$ 11,039.61
VISION SERVICE PLAN Total				$ 11,039.61
VISTA CENTER FOR THE BLIND &	10/15/2021	4009785	080	$ 1,035.50
VISTA CENTER FOR THE BLIND & Total				$ 1,035.50
VIVIAN TON	10/1/2021	4009524	010	$ 29.84
VIVIAN TON Total				$ 29.84
VIVIAN UYEN NGUYEN	10/15/2021	4009772	010	$ 206.95
VIVIAN UYEN NGUYEN Total				$ 206.95
VU, CAU	10/22/2021	4009890	010	$ 5,523.30
VU, CAU Total				$ 5,523.30
W.W. GRAINGER INC.	10/8/2021	4009582	050	$ 825.68
		4009613	050	$ 910.61
	10/15/2021	4009711	050	$ 696.53
	10/22/2021	4009806	050	$ 1,865.93
W.W. GRAINGER INC. Total				$ 4,298.75
WARDS AUTO SUPPLY, INC	10/1/2021	4009464	010	$ 512.41
	10/15/2021	4009712	010	$ 2,061.97
WARDS AUTO SUPPLY, INC Total				$ 2,574.38
WATER QUALITY PLUMBING INC	10/22/2021	4009807	050	$ 280.00
	10/29/2021	4009951	050	$ 280.00
WATER QUALITY PLUMBING INC Total				$ 560.00
WEINER, ANAT	10/8/2021	4009565	010	$ 400.00
WEINER, ANAT Total				$ 400.00
WENDY LYNN ROLFS	10/1/2021	4009487	010	$ 195.00
WENDY LYNN ROLFS Total				$ 195.00
WEX Health Inc	10/15/2021	4009697	670	$ 60.00
WEX Health Inc Total				$ 60.00
WOWZY CREATION CORP.	10/29/2021	4010009	010	$ 78.05
WOWZY CREATION CORP. Total				$ 78.05
YADIRA REYES MANZO	10/1/2021	4009525	010	$ 150.00
YADIRA REYES MANZO Total				$ 150.00
ZOO PHONICS INC	10/15/2021	4009698	060	$ 99.00
ZOO PHONICS INC Total				$ 99.00
Grand Total				$ 5,264,370.21

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

10.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: October 29, 2021

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated November 18, 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

10.05
Agenda Placement

Meeting: November 18, 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
November 18, 2021

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante II Academy	Spirit Wear Sales	PTA	11/19/21-11/19/21
Chavez Elementary	Spirit Wear Sales	ASB	09/01/21-06/13/22
Chavez Elementary	Yearbook Sales	ASB	04/01/22-06/30/22
Chavez Elementary	Penny Drive Sales	ASB	03/01/22-03/30/22
Chavez Elementary	Little Cesar's Pizza Kit Sales	ASB	11/22/21-11/22/21
Cureton Elementary	Walkathon Sales	ASB	10/25/21-11/01/21
Cureton Elementary	Pencil Sales	ASB	08/17/21-06/07/22
Cureton Elementary	Spirit Wear Sales	ASB	08/17/21-06/07/22
Cureton Elementary	Book Fair Sales	ASB	02/28/22-03/04/22
Cureton Elementary	Contributions to the ASB Account	ASB	08/17/21-06/07/22
Russo/McEntee Academy	Popcornopolis Catalog Sales	ASB	11/29/21-12/17/21
Russo/McEntee Academy	See's Candies Sales	ASB	01/04/22-02/28/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: ADELANTE II DUAL LANGUAGE ACADEMY Date: 10/19/21

Description of Event: Type SPIRIT GEAR Vendor TBD

Purpose for Event: PROVIDING SWEATERS FOR OUR STUDENTS WITH OUR SCHOOL LOGO.

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 19, 2021 Time of Event: N/A

Contact Person: MAYRA LLAMAS

Location of Proposed Activity: GEAR WILL BE PRE-PACKAGED & TEACHERS WILL HAND THEM TO THE STUDENTS.

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2014-2020

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) OCTOBER 19, 2021 (Date)

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

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

Principal Approval: _____ (Signature) 10/19/21 (Date)

Reviewed by Business Services: Maura Newton Date: 11/5/2021

- 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 #: 1 **(From Financial Plan)**

School Name: CESAR CHAVEZ SCHOOL Date: 10-11-2021

Description of Event: Type School Spirit Wear Vendor TBD

Purpose for Event: Raise funds for field trips, student incentives/rewards

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

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

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

Proposed Date(s) of Event: 9/01/2021 - 06/13/2022 Time of Event: Before & After School

Contact Person: Krystal Esquivez

Location of Proposed Activity: Chavez Campus

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2017/2018/2019

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: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 10/14/21
Signature Date

Reviewed by Business Services: _____ Date: 11/05/2021

- 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 #: 03 **(From Financial Plan)**

School Name: CESAR CHAVEZ SCHOOL Date: 10/14/21

Description of Event: Type Yearbook Vendor ARUSD Printshop

Purpose for Event: Raise funds for field trips, student incentives/rewards

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: X Booster Club (PTA, PTO, Other):

Proposed Date(s) of Event: 04/2022 - 06/2022 Time of Event: Before/After School

Contact Person: Krystal Esquivez

Location of Proposed Activity: Chavez Campus

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2017, 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: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 10/14/21 Date

Reviewed by Business Services: Maria Nuñez Date: 11/05/2021

- 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: CESAR CHAVEZ SCHOOL Date: 10/14/21

Description of Event: Type Penny Drive Vendor none

Purpose for Event: Raise funds for field trips, student incentives/rewards

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: X Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: March 1-30-2022 & December 2021 Time of Event: Before & During

Contact Person: Krystal Esquivez

Location of Proposed Activity: Chavez Campus

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

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

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

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

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

ASB Advisor: _____ (Signature) _____ (Date)

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

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

Principal Approval: _____ (Signature) 10/14/2021 (Date)

Reviewed by Business Services: Marion Nunez Date: 11/05/2021

- 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: CESAR CHAVEZ SCHOOL Date: 10/14/21

Description of Event: Type Little Cesar's Pizza Kit Vendor Little Ceasar's

Purpose for Event: Raise funds for field trips, student incentives/rewards

If selling food what are the items: Pizza Kits Brand and package size: TBD /various

Explain how food is handled/stored prior to or day of event: Frozen kits delivered @ 2:30pm for parents to pick up @ 3:00pm

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

Proposed Date(s) of Event: NOV 22, 2021 Time of Event: Before & After School

Contact Person: Krystal Esquivez

Location of Proposed Activity: Chavez Campus

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2017

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: _____ 10/14/21
Signature Date

Reviewed by Business Services: Maria Nevot Date: 11/05/2021

- 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: Cureton Elementary Date: 10/01/2021

Description of Event: Type Walkathon Vendor _____

Purpose for Event: Raise money for student awards, student of the month, sports equipment and student supppplies.

If selling food what are the items: N/A 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: 10/25/21-11/01/21 Time of Event: _____

Contact Person: Maria Lovdahl

Location of Proposed Activity: School grounds

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 19 Years

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: G Hayes Perkins 10/5/2021
Signature Date

Reviewed by Business Services: Maria Newton Date: 11/2/2021

- 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: Cureton Elementary Date: 10/01/2021

Description of Event: Type Pancil Sale Vendor EZ fund.com

Purpose for Event: Raise money for student awards, student of the month, sports equipment and student supppplies.

If selling food what are the items: N/A 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: All year Time of Event: _____

Contact Person: Maria Lovdahl

Location of Proposed Activity: Office

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Gtaylor Perkins 10/5/2021
Signature Date

Reviewed by Business Services: Maria Nevis Date: 11/2/2021

- 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: Cureton Elementary Date: 10/01/2021

Description of Event: Type Spirit Wear (T-shirt sale) Vendor Shine on shirts

Purpose for Event: Raise money for student awards, student of the month, sports equipment and student supppplies.

If selling food what are the items: N/A 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: All Year Time of Event: _____

Contact Person: Maria Lovdahl

Location of Proposed Activity: Office

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Gtays Perkins 10/5/2021
Signature Date

Reviewed by Business Services: Maria Nevot Date: 11/2/2021

- 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: Cureton Elementary Date: 10/01/2021

Description of Event: Type Book Fair Vendor Scholastics Book Fair

Purpose for Event: Raise money for student awards, student of the month, sports equipment and student supppplies.

If selling food what are the items: N/A 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: 02/28/22 - 03/04/22 Time of Event: _____

Contact Person: Maria Lovdahl

Location of Proposed Activity: Office / Library

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 15 years

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: gHayesPerkins 10/5/2021
Signature Date

Reviewed by Business Services: Maria Newton Date: 11/2/2021

- 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: Cureton Elementary Date: 10/01/2021

Purpose for Contributions: Parent contributions for end of the year activities, virtual fiel trips and students awards. Student playground equipment.

Proposed Date(s) of Event: All school year 2021/2022

Contact Person: Maria Lovdahl

Student Body Account Number: _____

Status of Event (please check one): ❒ New Event ❒ Held Previously (Years): 10 Years

What procedures will be used to account for contributions received?
Student rosters with receipts to two teachers.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor _____ Date: _____
Signature

Student Council Approval Date 10/01/2021

Student Council Representative _____ Date: _____
School Admin (Elementary) Signature

Principal Approval G Hayes Perkins Date: 10/5/2021
Signature

Reviewed by Business Services: Maria Nuot Date: 11/2/2021

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo/McEntee Academy Date: 11/03/21

Description of Event: Type Catalog Fundraising Vendor Popcornopolis

Purpose for Event: Raise money for school garden program, Kinder and 5th grade promotion,

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

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: 11/29/21 - 12/17/21 Time of Event: Online Sales

Contact Person: Tania Valdez

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: Tania Valdez 11/03/21
Signature Date

Reviewed by Business Services: Maura Nevot Date: 11/04/2021

- 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 See's Candies

Purpose for Event: Raise money for the school garden program, Science fair & Kinder & 5th grade promotion

If selling food what are the items: Chocolate Brand and package size: See's Candies

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: 01/04/22-02/28/22 Time of Event: Online Sales

Contact Person: Jaime Weber

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: Jaime Weber Signature 11/03/21 Date

Reviewed by Business Services: Maria Newton Date: 11/04/2021

- 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
2930 Gay Avenue, San Jose, CA 95127

10.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: November 3, 2021

Subject: **Approval of Annual Developer Fees 2020-2021**

Staff Analysis: Government Code Section 66006 requires local agencies, including school districts, which are collecting developer fees to provide an annual accounting of such fees. In accordance with GC 66006(b) (1) the information is required to be made available to the public within 180 days of the last day of the fiscal year, and shall include the following information for the prior fiscal year:

(A) A brief description of the type of fee in the account or fund.
(B) The amount of the fee.
(C) The beginning and ending balance of the account or fund.
(D) The amount of the fees collected and the interest earned.
(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.
(F) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.
(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.
(H) The amount of refunds made pursuant to subdivision (e) of Section 66001 and any allocations pursuant to subdivision (f) of Section 66001.

This summary report provides the required information and is presented for review and approval in accordance with Government Code Section 66006.

Recommendation: Staff recommends that the Board of Trustees approve the Annual Accounting of Developer Fees 2020-2021 as presented.

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

To the Board of Trustees: Meeting: November 18, 2021
Regular Board Meeting

Recommend Approval

10.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Date: October 18, 2021

Annual disclosure of Developer Fees: Fund 25 for the fiscal year 2020-21.
And disclosure per Section 66001, Subsection (d) (2)

Government Code Section 66006(b) requires any public agency collecting developer fees to report annually on the status of these funds. The report contained herein is the status report of developer fees collected during the fiscal year ended June 30, 2021.

The statutory developer fee rates are:

$2.24 for residential properties
$0.32 for commercial properties.

Alum Rock Union Elementary School District receives 60% of the fees collected.
The remaining 40% is credited to the appropriate high school district.

There have been no changes to the fee amounts charged since the adoption of resolution #29 in 2014-2015.

Total fees collected in 2020-2021 fiscal year were $303,848.13.
Interest earned in the account was $16,673.03.

Beginning fund balance as of July 1, 2020 was $1,760,720.32.

Ending fund balance as of June 30, 2021 is $1,855,352.97.

Per Board Approved Resolution 32-17/18, Developer Fees Fund 25 was approved for payment of outstanding certificates which totaled $ 226,060.56 for the 2020-2021 fiscal year.

There was no deficit spending in 2020-2021 fiscal year.

There were no refunds during the 2020-2021 fiscal year.

There were no administrative fees transferred to the General Fund during the 2020-2021 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

10.07

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 November 18, 2021.

Recommendation:
Staff recommends acceptance of these memorandum(s) of understanding.

Prepared by:: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees:
Recommend Approval

10.07
Agenda Placement

Meeting: November 18, 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
November 18, 2021 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Renaissance @ Fischer Doug Kleinhenz	11/19/21- 06/30/22	Santa Clara County Office of Education	$800.00 NTE	Provide coaching and technical support with ELD professional development in the areas of designated and integrated ELD. Funding: N/A
Renaissance @ Mathson Vince Iwasaki	11/19/21- 06/30/22	Santa Clara County Office of Education	$800.00 NTE	Provide coaching and technical support with ELD professional development in the areas of designated and integrated ELD. Funding: N/A
Academic Services George Kleidon	11/19/21- 06/30/22	Santa Clara County Office of Education	$2,415.00	Virtual collaboration between SCCOE and ARUSD to update processes of EL's, align practices with EL Roadmap, develop an EL master plan and use of data to guide planning. Professional Development for District staff included. Funding: General
Academic Services/ Social Emotional Learning Annya Artigas	11/19/21- 11/19/23	The Board of Trustees of the Leland Stanford Junior University	No Cost	The Board of Trustees of the Leland Stanford Junior University will conduct various assements on the 7th grade class at Renaissance @ Fischer school to gather baseline information regarding levels of toxic stress, and the potential benefits of mindfulness and meditation. Funding: N/A
Special Education Anthony Colonna	10/15/21- 06/30/22	Santa Clara County Office of Education – Inclusion Collaborative	$28,380.00	As part of the district's Learning Recovery Plan, staff will receive training & support, leading to a UDL Associate Credential. The UDL training will support staff in being able to address learning variability by designing lessons so all learners have the opportunity to succeed. Funding: Special Education

MEMORANDUMS OF UNDERSTANDING

Academic Services/ Social Emotional Learning Annya Artigas	11/19/21-06/30/22	Santa Clara County Office of Education	No Cost	SCCOE will implement a wellness center at Aptitud Academy at Goss to provide students timely and accessible prevention and early intervention mental health services as well as an inclusive and equitable wellness support that will lead to positive school outcomes. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 10547

Renaissance Academy (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 #237 City: San Jose State: CA Zip: 95131

Phone: (408) 453 - 6842 Email: AMunshi@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 19, 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 coaching and technical support with ELD professional development in the areas of designated and integrated ELD.

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

X a. **Fee Rate:** $100 per hour Not to Exceed 8 hours ($800) of services.

____ b. **Other:** $_____

Describe other related costs: None

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-290-1190 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Douglas Kleinhenz /RS Date: 10/18/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education – School Climate, Leadership, and Instructional Services (hereinafter referred to as the SCCOE) and Alum Rock Union School District (hereinafter referred to as the Agency). The SCCOE and the Agency can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding Renaissance Academy at Fischer and Renaissance Academy at Mathson's participation with SCCOE in coaching and co-facilitation support around unpacking ELD standards to guide Designated ELD instruction for English Learners.

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 coaching and co-facilitation support at Renaissance Academy at Fischer and Renaissance Academy at Mathson is to develop teacher leadership around the ELD standards and designated ELD in one hour co-facilitation and one hour coaching support each month over the course of five months.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will recruit teacher(s) for ELD leadership development and coaching to participate in unpacking ELD standards to design designated ELD instruction.
- The Agency will provide a schedule in advance to their teachers to attend virtual meetings.
- The Agency will provide SCCOE access to Datazone by completing the Datazone Access Permission Form. The data will be used to identify areas of need for English Learners and inform intentional ELD support across the different content areas.

3.2. The SCCOE Responsibilities:

- SCCOE will provide staff to coach and co-facilitate services with Renaissance Academy at Fischer and Renaissance Academy at Mathson.
- SCCOE will provide all necessary materials and resources.

3.3. Shared Responsibilities:

- SCCOE and Agency will finalize the dates and presenters with at least 15 days notice beginning 11/2021.

4. Articulation of Monies/Compensation

- The Agency will pay up to $800 to SCCOE. The rates for services provided by SCCOE are $100/hour for technical assistance which includes coaching and co-facilitation.

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 coaching and co-facilitation support to teachers on ELD standards and designated ELD.
- The SCCOE will provide coordinator(s) to facilitate the services and coaching support virtually via Zoom.
- The co-facilitation support will be held for one hour once a month during these months: December 2021, January 2022, February 2022, March 2022, April 2022.

6. Insurance/Hold Harmless

- Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- Indemnification: The SCCOE and the Agency shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the MOU.

7. Duration of MOU

This MOU begins on 11/19/2021 and ends on 6/30/2022.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon 10 working days prior to the co-facilitation training dates by written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

Santa Clara County Office of Education

Doug Kleinhenz, Principal
Renaissance Academy at Fischer
1720 Hopkins Drive
San Jose, CA 95122
408-928-8500
doug.kleinhenz@arusd.org

Vince Iwasaki, Principal
Renaissance Academy at Mathson
2050 Kammerer Avenue
San Jose, CA 95116
408-928-1950
vince.iwasaki@arusd.org

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Anisha Munshi, Ed.D.

Title: Assoc. Superintendent, PLIS Division

Date: _____

Address: 1290 Ridder Park Dr., 237
San Jose, CA 95131

Phone: (408) 453-6842

Email: AMunshi@sccoe.org

***Alum Rock Union School District*:**

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Signature: _____

Date: _____

Santa Clara County Office of Education

Proposal of Services

Renaissance Academy at Fischer and Renaissance Academy at Mathson in Alum Rock Unified School District 2021-2022 School Year

Below is an outline of our professional learning plan for the staff at Renaissance Academy at Fischer and Renaissance Academy at Mathson. As per your request, the goal of this professional learning series is to provide coaching and planning support to teachers on the ELD Standards once a month, which are detailed in the table below.

Teachers: 6-8th grade
Location: Zoom Virtual Trainings/In person
Days: one hour once a month for technical assistance coaching
one hour once a month for technical assistance planning support
Trainers: Hushi Natividad
Rate: $100/hour
District Contact:
Doug Kleinhenz, Principal
Vince Iwasaki, Principal

Key areas to cover:

- ELD Standards
- Designated ELD Planning

Focus: English Language Development			
Dates	**Activity**	**# hours** (x rate)	**Total fee**
1 day in December 2021 (TBD) - 1 hour coaching 1 hour co-facilitation	ELD Standards & Designated ELD	2	$200
1 day in January 2022 (TBD) - 1 hour coaching 1 hour co-facilitation	ELD Standards & Designated ELD	2	$200
1 day in February 2022 (TBD) - 1 hour coaching 1 hour co-facilitation	ELD Standards & Designated ELD	2	$200
1 day in March 2022 (TBD) - 1 hour coaching	ELD Standards & Designated ELD	1	$100
1 day in April 2022 (TBD) - 1 hour coaching	ELD Standards & Designated ELD	1	$100
	Total *(not to exceed)*		$800

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 10547

Renaissance Academy2 (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 #237 City: San Jose State: CA Zip: 95131

Phone: (408) 453 - 6842 Email: AMunshi@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates November 19, 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 coaching and technical support with ELD professional development in the areas of designated and integrated ELD.

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

X a. **Fee Rate:** $100 per hour Not to Exceed 8 hours ($800) of services.

____ b. **Other:** $_____

Describe other related costs: None

BUDGET CODE: 060-3010-0-5815-00-1110-1000-000000-295-1190 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Vinu Munshi RS Date: 10/18/21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education – School Climate, Leadership, and Instructional Services (hereinafter referred to as the SCCOE) and Alum Rock Union School District (hereinafter referred to as the Agency). The SCCOE and the Agency can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding Renaissance Academy at Fischer and Renaissance Academy at Mathson's participation with SCCOE in coaching and co-facilitation support around unpacking ELD standards to guide Designated ELD instruction for English Learners.

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 coaching and co-facilitation support at Renaissance Academy at Fischer and Renaissance Academy at Mathson is to develop teacher leadership around the ELD standards and designated ELD in one hour co-facilitation and one hour coaching support each month over the course of five months.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will recruit teacher(s) for ELD leadership development and coaching to participate in unpacking ELD standards to design designated ELD instruction.
- The Agency will provide a schedule in advance to their teachers to attend virtual meetings.
- The Agency will provide SCCOE access to Datazone by completing the Datazone Access Permission Form. The data will be used to identify areas of need for English Learners and inform intentional ELD support across the different content areas.

3.2. The SCCOE Responsibilities:

- SCCOE will provide staff to coach and co-facilitate services with Renaissance Academy at Fischer and Renaissance Academy at Mathson.
- SCCOE will provide all necessary materials and resources.

3.3. Shared Responsibilities:

- SCCOE and Agency will finalize the dates and presenters with at least 15 days notice beginning 11/2021.

4. Articulation of Monies/Compensation

- The Agency will pay up to $800 to SCCOE. The rates for services provided by SCCOE are $100/hour for technical assistance which includes coaching and co-facilitation.

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 coaching and co-facilitation support to teachers on ELD standards and designated ELD.
- The SCCOE will provide coordinator(s) to facilitate the services and coaching support virtually via Zoom.
- The co-facilitation support will be held for one hour once a month during these months: December 2021, January 2022, February 2022, March 2022, April 2022.

6. Insurance/Hold Harmless

- Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- Indemnification: The SCCOE and the Agency shall be held harmless from and against any and all claims arising from a default in the performance of any obligation of the MOU.

7. Duration of MOU

This MOU begins on 11/19/2021 and ends on 6/30/2022.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon 10 working days prior to the co-facilitation training dates by written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

Santa Clara County Office of Education

Doug Kleinhenz, Principal
Renaissance Academy at Fischer
1720 Hopkins Drive
San Jose, CA 95122
408-928-8500
doug.kleinhenz@arusd.org

Vince Iwasaki, Principal
Renaissance Academy at Mathson
2050 Kammerer Avenue
San Jose, CA 95116
408-928-1950
vince.iwasaki@arusd.org

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Anisha Munshi, Ed.D.

Title: Assoc. Superintendent, PLIS Division

Date: _____

Address: 1290 Ridder Park Dr., 237
San Jose, CA 95131

Phone: (408) 453-6842

Email: AMunshi@sccoe.org

***Alum Rock Union School District*:**

By: _____
Signature of Authorized Agency Official

Name: Dr. Hilaria Bauer

Title: Superintendent

Date: _____

Address: 2930 Gay Avenue
San Jose, CA 95127

Phone: _____

Email: _____

For Contracts Office/Risk Management use only:

RM#: _____

Signature: _____

Date: _____

Santa Clara County Office of Education

Proposal of Services

Renaissance Academy at Fischer and Renaissance Academy at Mathson in Alum Rock Unified School District 2021-2022 School Year

Below is an outline of our professional learning plan for the staff at Renaissance Academy at Fischer and Renaissance Academy at Mathson. As per your request, the goal of this professional learning series is to provide coaching and planning support to teachers on the ELD Standards once a month, which are detailed in the table below.

Teachers: 6-8th grade
Location: Zoom Virtual Trainings/In person
Days: one hour once a month for technical assistance coaching
one hour once a month for technical assistance planning support
Trainers: Hushi Natividad
Rate: $100/hour
District Contact:
Doug Kleinhenz, Principal
Vince Iwasaki, Principal

Key areas to cover:

- ELD Standards
- Designated ELD Planning

Focus: English Language Development			
Dates	**Activity**	**# hours** (x rate)	**Total fee**
1 day in December 2021 (TBD) - 1 hour coaching 1 hour co-facilitation	ELD Standards & Designated ELD	2	$200
1 day in January 2022 (TBD) - 1 hour coaching 1 hour co-facilitation	ELD Standards & Designated ELD	2	$200
1 day in February 2022 (TBD) - 1 hour coaching 1 hour co-facilitation	ELD Standards & Designated ELD	2	$200
1 day in March 2022 (TBD) - 1 hour coaching	ELD Standards & Designated ELD	1	$100
1 day in April 2022 (TBD) - 1 hour coaching	ELD Standards & Designated ELD	1	$100
	Total *(not to exceed)*		$800

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

- [✓] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Santa Clara County Office of Education

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

Phone: (408) 453-6842 Email: ywan@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates November 19, 2021 end date June 30, 2022

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

Collaboration between Santa Clara County Office of Education & Alum Rock Union School District on updating processes for EL's, align practices with EL Roadmap, develop an EL master plan and use of data to guide planning.

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:** $ ARUSD will pay up to $2,415.00 to SCCOE.

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-5120 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10/20/2021

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

DocuSign Envelope ID: C17BC2CF-609A-4C3E-A966-06117069F3B1

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Union School District

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education – School Climate, Leadership, and Instructional Services (hereinafter referred to as the SCCOE) and Alum Rock Union School District (hereinafter referred to as the Agency). The SCCOE and the Agency can be referred to as the "Party" or collectively as the "Parties" for the purpose of this MOU.

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding Academic Services' participation in EL policies and EL Roadmap through the EL Master Plan Development.

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 series is to provide support in updating local EL policies to align with EL Roadmap through the EL Master Plan Development.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will collaborate virtually with SCCOE, providing resources and access to online meetings.
- The Agency will provide SCCOE access to Datazone by completing the Datazone Access Permission Form. The data will be used to identify areas of need for English Learners and inform intentional ELD support across the different content areas.

3.2. The SCCOE Responsibilities:

- SCCOE will provide staff to facilitate services.
- SCCOE will provide relevant EL/ELD resources.

3.3. Shared Responsibilities:

- SCCOE and the Agency will finalize the dates and presenters with at least 20 days' notice beginning 11/19/2021.

4. Articulation of Monies/Compensation

- The Agency will pay up to $2,415 to SCCOE. The rates for services provided by SCCOE are $810 per

DocuSign Envelope ID: C17BC2CF-609A-4C3E-A966-0611706973B1

session for two to three (2-3) professional development sessions. Technical Assistance rates provided by SCCOE are $200 for two (2) one hour meetings and $700-$800 based on 7-8 one hour stakeholder meetings.

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 on the EL Roadmap to stakeholders involved in the district's EL Master Plan. The SCCOE will provide coordinator(s) to support with technical assistance in disaggregating EL Data and planning for stakeholder meetings.

a. Professional development trainings and technical support will take place virtually on: TBD

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 11/19/2021 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.

DocuSign Envelope ID: C17BC2CF-609A-4C3E-A966-0611708973B1

Santa Clara County Office of Education

SCCOE:

By: DocuSigned by: Yee Wan. Signature of Authorized SCCOE Official

Name: Yee Wan, Ed.D.

Title: Director, SCLIS Department

Date: 10/20/2021 | 4:57 PM PDT

Address: 1290 Ridder Park Dr

San Jose, CA 95131

Phone: (408) 453-6842

Email: ywan@sccoe.org

***ALUM ROCK UNION SD*:**

By: _____ Signature of Authorized Agency Official

Name: Hilaria Bauer

Title: Superintendent

Date: _____

Address: ~~2475 Van Winkle Ln~~ 2930 Gay Ave.

San Jose, CA ~~95116~~ 95127

Phone: (408) 928-6800

Email: hilaria.bauer@arusd.org

RM#: _____

Contracts Analyst Signature: _____

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 13591

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

- [x] **MOU** (negotiated Agreement)
- [x] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: The Board of Trustees of the Leland Stanford Junior University

Address: 485 Broadway, Third Floor City: Redwood City State: CA Zip: 94063

Phone: (650) 725-6178 Email: allison.ramos@stanford.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates Nov 19, 2021 end date Nov 19, 2023

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

The Board of Trustees of the Leland Stanford Junior University will conduct various assements on the 7th grade class at Renaissance at Fischer school to gather baseline information regarding levels of toxic stress ,and the potential benefits of mindfulness and meditation

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $0

Describe other related costs: no cost

BUDGET CODE: 060-7085-0-5815-00-1110-1000-000070-061-7085 10/19/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 10 / 18 / 2021

Director of Fiscal Services: Efrain Robles Date: 10 / 18 / 2021

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

Superintendent: _____ Date: _____

STANFORD UNIVERSITY
Office of Sponsored Research
485 Broadway, Third Floor
Redwood City, CA 94063-8445

Collaborative Research Agreement	
The Board of Trustees of the Leland Stanford Junior University 485 Broadway, Third Floor Redwood City, CA 94063	Collaborator: Alum Rock Union School District 2930 Gay Ave, San Jose, CA 95127 Phone: (408) 928-6800
Agreement Number: RRA-508520	
Project Title: A Biopsychosocial Program to Ameliorate the Effects of Perceived Stress and Discrimination on Health Outcomes in Children	
Period of Performance: 10/15/2021-10/14/2023	

This Collaborative Research Agreement ("Agreement") is entered into to specify the terms and conditions under which the Board of Trustees of the Leland Stanford Junior University ("Stanford") and The Alum Rock Union School District ("Collaborator") will participate to conduct the project titled ***"A Biopsychosocial Program to Ameliorate the Effects of Perceived Stress and Discrimination on Health Outcomes in Children"*** ("Project") in the Renaissance Academy at Fischer ("Partner") as described in Attachment A.

1. Scope of Work

Collaborator on behalf of the Partner agrees to provide all the necessary qualified personnel, equipment, materials (except as otherwise may be provided herein), and facilities to perform the work as described in **Attachment A**.

2. Period of Performance; Location of Performance

The period of performance of this Agreement shall be as set forth above, unless extended by amendment of this Agreement. The location of Collaborator's performance will be at Partner's facilities located at 1720 Hopkins Dr, San Jose, CA 95122 .

3. Principal Investigator

The Partner's School Principal for the performance of this Agreement is Mr. Doug Kleinhenz. If for any reason the Collaborator's School Principal cannot continue his/her duties, Collaborator will appoint a successor, and Collaborator will provide thirty (30) days' written notice to Stanford of such a change.

4. Authorized Representatives

The Authorized representatives of Stanford and Collaborator for technical and administrative matters are listed in the **Attachment B** to this Agreement. Changes to the authorized

representatives will be communicated in writing between parties, without necessity of a formal amendment to the Agreement.

5. Prior Approvals

Collaborator shall obtain written approval from Stanford Authorized Official named in **Attachment B** for any actions requiring Stanford's prior approval.

The following require prior approval of Stanford's Authorized Official:

- Change in the approved Scope of Work
- No-cost time extension, (requests for no-cost time extensions must be submitted in writing at least thirty (30) days before end of project period)

6. Intellectual Property and Data Use

It is expressly agreed that neither party to this Agreement transfers by operation of this Agreement to the other party any patent right, data, copyright, or other proprietary right owned prior to the commencement date of the Agreement or arising outside of the research conducted under this Agreement. Both parties agree that intellectual property generated under this Agreement will solely and exclusively be owned to Stanford University.

Both parties will comply with all applicable Federal and local laws and regulations regarding the privacy of individually identifiable information (including its collection, use, storage, and disclosure). Collaborator certifies that it has the authority to allow Stanford access to the data generated as a result of this Agreement for the purposes outlined in this Agreement, and that the data is being made accessible to Stanford with the knowledge and informed consent of the human subjects. Stanford may use the data in the form of raw data and aggregated form. Stanford may combine the data with other data sets. Data made available to Stanford shall meet the criteria of de-identification per 45 CFR 164.514. Any data that does not meet the criteria of de-identification shall not be transmitted to Stanford.

7. Deliverables

Collaborator and Partner shall submit deliverables to Stanford as outlined in **Attachment A**. Collaborator shall also submit a final technical report to the Stanford Principal Investigator describing accomplishments and significant research findings derived from the work conducted under this Agreement within forty-five (45) days of the Agreement end date. If any invention or discovery is made in connection with this Agreement, Collaborator shall submit a report of inventions to Stanford's Authorized Official, stating the nature of the invention and the names of the inventors, within forty-five (45) days of the Agreement end date.

8. General Provisions

If applicable, the rules and regulations of the United States of America are hereby incorporated into this Agreement, including, but not limited to, provisions governing care and treatment of laboratory animals, HIPAA, civil rights and equal employment opportunity, protection of human subjects, patents and inventions, publications and rights in data.

Any materials, tangible and intangible, provided by Stanford to Collaborator in connection with this Agreement are provided without warranty of any kind and for research purposes only.

Doc ID: [redacted]

9. Property

Unless identified in **Attachment A**, Collaborator is not authorized to acquire any property under this Agreement.

10. Party Liability; Limitation of Damages

Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, agents, contractors, or directors, to the extent allowed by law.

EXCEPT FOR CLAIMS BASED ON WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES OF THE OTHER PARTY.

Indemnification. Collaborator shall defend, indemnify, and hold harmless Stanford and its trustees, directors, employees, agents, subcontractors, and students from all liabilities, costs, or expenses (including reasonable attorneys' fees and expenses of litigation) arising from its negligent acts or omissions or willful misconduct, or that of its employees, agents, subcontractors, teachers, administrators, and students in the performance of any of its obligations under this Agreement.

11. Insurance

Collaborator will procure and maintain during the term of this Agreement comprehensive general liability insurance to the full amount of Collaborator's insurance limits, but in no event less than $2,000,000 per occurrence, with a reputable and financially secure insurance carrier. This insurance will be written to cover claims incurred, discovered, manifested, or made during or after the expiration of this Agreement. If Collaborator's insurance is written on a claims-made basis, as opposed to an occurrence basis, Collaborator will purchase the coverage necessary to ensure continued and uninterrupted coverage of all claims, including those made after the policy expires or is terminated.

12. Termination

A. Either party may terminate this Agreement upon thirty (30) days' written notification to the other party. In the event of termination Stanford will pay for costs incurred and non-cancelable commitments through the date of termination. Upon termination, Collaborator shall make all reasonable efforts to mitigate costs and shall immediately return any deliverables, materials, or property purchased or developed under this Agreement. Collaborator will furnish all necessary reports of research completed or in progress through the date of termination.

B. Stanford may immediately terminate this Agreement by written notice to Collaborator if Collaborator has defaulted in any material obligation under this Agreement and failed to cure such default within ten (10) days after receiving written notice of the default from Stanford.

13. Publication

Doc ID: [redacted]

It is the intent of the parties to freely publish and disseminate research results under this Agreement subject to the terms of this Agreement as applicable.

14. Publicity

Collaborator shall not identify Stanford in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of Stanford or its entities, whether registered or not, or use the name, title, likeness, or statement of any Stanford faculty member, employee, or student, without Stanford's prior written consent. Any use of Stanford's name shall be limited to statements of fact and shall not imply endorsement by the University of the Collaborator's products or services.

Stanford shall not identify Collaborator in any products, publicity, promotion, promotional advertising, or other promotional materials to be disseminated to the public, or use any trademark, service mark, trade name, logo, or symbol that is representative of Collaborator or its entities, whether registered or not, or use the name, title, likeness, or statement of any Collaborator faculty member, employee, or student, without Collaborator's prior written consent. Any use of Collaborator's name shall be limited to statements of fact and shall not imply endorsement by Collaborator of Stanford's products or services.

15. Laws and Regulations

This Agreement is subject to all applicable local, state and federal laws and regulations.

16. Dispute Resolution

If any dispute arises between the parties in connection with payments due under this Agreement and it cannot be resolved by mutual agreement after meetings between the parties, then the parties may pursue any available course of resolution, including submission to a court of competent jurisdiction or to binding arbitration under AAA Commercial Arbitration Rules, by one or more arbitrators appointed in accordance with the Rules. Arbitration will be held in Palo Alto, California, or at some other mutually agreeable location. The arbitrator must issue a finding of fact and conclusion of law.

17. Assignment

Neither party may assign this agreement without the prior written consent of the other party.

18. Severability

If any provision of this Agreement becomes or is declared illegal, invalid, or unenforceable, the provisions will be divisible from this Agreement and deemed to be deleted from this Agreement. If the deletion substantially alters the basis of this Agreement, the parties will negotiate in good faith to amend the provisions of this Agreement to give effect to the original intent of the parties.

19. Independent Contractors

Stanford and Collaborator are independent contractors and neither is an agent, joint venturer, or partner of the other.

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20. Governing Law

The validity, construction, and performance of this Agreement and the legal relations among the parties is governed and construed by the laws of the State of California, without regard to its conflict of laws doctrine. Any legal action involving this Agreement will be adjudicated in the State of California.

21. Amendments or Changes

Amendments or changes to this Agreement must be in writing and signed by each party's authorized representative, with the exception of changes to **Attachment B**.

22. Certifications

Collaborator certifies that:

A. To the best of its knowledge and belief, it and its principals:
(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency of the United States of America;
(2) Have not within a three (3) year period preceding the proposal for this project been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (U.S. Federal, State, or local) transaction or contract under a public transaction; violation of U.S. Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
(3) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (U.S. Federal, State, or local) with commission of any of the offenses enumerated in Article 27.A(2);
(4) Have not within a three (3) year period preceding the application/proposal for this project had one or more public transactions (U.S. Federal, State, or local) terminated for cause or default.

B. Collaborator shall comply with all applicable Federal and local laws and regulations regarding the privacy of individually identifiable information (including its collection, use, storage, and disclosure), including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules (45 CFR Parts 160 and 164) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) and any regulations promulgated thereunder, as may be amended from time to time. Collaborator agrees to collect, use and disclose data collected or produced in the performance of this Agreement that identifies or could be used to identify a participating human subject ("Subject Data") in accordance with the subject authorization/informed consent. If Collaborator de-identifies Subject Data in accordance with the standards as set forth in 45 C.F.R. Section 164.514, either party may use and disclose the de-identified information as allowed by law. Collaborator will use all reasonable efforts to protect the privacy and security of Subject Data.

C. Collaborator, on behalf of itself and all of its employees and representatives, including any third parties it engages to perform services under this Agreement, understands and agrees that it is not authorized to make, offer, request, or receive any payments in violation of the U.S. Foreign Corrupt Practices Act or any local applicable anti-corruption laws when doing business with Stanford. Collaborator certifies that it has an active and

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enforced policy that prohibits actual and suspected bribery and corruption and requires reporting of such incidents. If Collaborator does not have its own policy, or if its policy does not meet the requirements above, Collaborator agrees to review and follow Stanford's anti-bribery policy, and understands and agrees that it is required to comply with the terms of that policy when doing business with Stanford.

D. All required training for human subjects in research has been completed according to Collaborator's applicable standards. Collaborator agrees that any human subjects research protocol conducted under this Agreement shall be reviewed and approved by its Institutional Review Board (IRB), and that it will maintain current and duly approved human subjects research protocols for all periods of the Agreement involving human subjects research. Collaborator certifies that its IRB is in full compliance with applicable state and federal laws and regulations.

23. Entire Agreement

This Agreement represents the entire agreement and understandings between the parties with respect to its subject matter. It supersedes all prior or contemporaneous discussions, representations, or agreements, whether written or oral, of the parties regarding this subject matter.

24. Waiver

No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

25. Headings

No headings in this Agreement affect its interpretation.

26. Electronic Copy

The parties to this document agree that a copy of the original signature (including an electronic copy) may be used for any and all purposes for which the original signature may have been used. The parties further waive any right to challenge the admissibility or authenticity of this document in a court of law based solely on the absence of an original signature.

(signatures to follow on the next page)

Approved and accepted for:

The Board of Trustees of the Leland Stanford Junior University	Alum Rock Union School District
By: Allison Ramos	By:

Name: Allison Ramos	Name: Hilaria Bauer, Ph.D.
Title: Contract and Grant f	Title: Superintendent
Date: 10 / 18 / 2021	Date:

I acknowledge that I have read this Agreement in its entirety and will use reasonable efforts to uphold my obligations and responsibilities under this Agreement.

Stanford Principal Investigator	Alum Rock Union School District School Principal
By: K.S. Anand	By: Douglas Kleinhenz
Name: K. S. Anand	Name: Doug Kleinhenz
Title: Professor	Title: Principal
Date: 10 / 18 / 2021	Date: 10 / 18 / 2021

Doc ID: [illegible]

ATTACHMENT A

Scope of Work

To contribute to the success of this project, the Renaissance Academy at Fischer will make the resources available including, but not limited to: teachers, students, families, school counselor, time and place for daily practices for students. We will also assist with parent/student outreach as needed.

The Renaissance Academy at Fischer will provide: (a) use of a private area for obtaining Assent or Informed Consent and for collecting the hair samples as required by this study, (b) allocate time for the School Counselor to answer students' questions or concerns related to questionnaires in this research study, (c) provide use of materials needed for the collection of research data (desks, pencils, whiteboard), (d) allow the display of posters or other study informative material on the school's Notice Board, and (e) allocate teachers' time to answer the surveys/questionnaires required for the teacher data collection, (f) give us deidentified data from the school database related to students' academic scores, disciplinary actions, and CANS-5 assessments, (g) assist with the outreach to the students, parents, and families, and (h) offer input for the NIH grant writing and submission, or articles in the scientific or educational literatures resulting from the proposed study.

ATTACHMENT B

Authorized Representatives

STANFORD Contacts	COLLABORATOR Contacts
Authorized Official/Admin Contact Name: Allison Ramos Address: Stanford University Office of Sponsored Research 485 Broadway, Third Floor Redwood City, CA 94063 Telephone: 650-725-6178 Email: Osr_intake@stanford.edu	**Administrative Contact** Name: Annya R. Artigas, Ed.D Address: 2930 Gay Avenue San Jose, CA 95127 Telephone: 408-9228-6967 Email: annya.artigas@arusd.org
Stanford Principal Investigator Name: Kanwaljeet S. Anand, MBBS, D.Phil. Address: 770 Welch Road, Suite #435 Stanford, CA 94304 Telephone: 650-498-6313 Email: anandam@stanford.edu	**Collaborator School Principal** Name: Doug Kleinhenz Address: 1720 Hopkins Drive San Jose, CA 95122 Telephone: 408-928-1956 Email: doug.kleinhez@arusd.org

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: SCCOE Inclusion Collaborative

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

Phone: (408) 453-6500 Email: _____

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 10/15/2021 end date 06/30/2022

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

As part of the district's Learning Recovery Plan, staff will receive training & support, leading to a UDL Associate Credential. The UDL training will support staff in being able to address learning variability by designing lessons so all learners have the opportunity to succeed.

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:** $3 x $1,500 1/2 day PD Trainings, 96 x $30 credentials, 4 x $750 PD Training,

Describe other related costs: 24 x $750 Coaching. TOTAL $28,380

BUDGET CODE: 080-6537-0-5815-00-5750-1120-653700-380-6537 _____ Accountant Initials

_____ _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ P.S Date: 10-20-21

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

INCLUSION COLLABORATIVE

Date: 10/1/21

Prices valid for 30 days from date of quote.

Inclusion Collaborative Service Quote

Professional Development (PD)

- Professional Learning Community - Costs Varies
- Webinars $750
- Trainings
  - Full Day $3,000
  - Half Day $1,500
  - Training Materials At Cost

Coaching & Technical Assistance

- Hourly Rate $250/hour (2 hour min.)
- Inclusion Referrals
- Inclusion Observation (ICP)
- Video Observation
- CA-CSEFEL Teaching Pyramid
- Administrator/Staff Meetings

District/Organization: Alum Rock Union School District - SPED Department

Date of Service	Service	Service Topic:	Qty.	Rate	Total
10/15/21	PD Training	Date TBD - 1/2 Day UDL Assoc. Cred. Training	1	$1500	$1,500
10/18/21	PD Training	Date TBD - 1/2 Day UDL Assoc. Cred. Training	1	$1500	$1,500
10/19/21	PD Training	Date TBD - 1/2 Day UDL Assoc. Cred. Training	1	$1500	$1,500
10/19/21	microcredentials	Cost of CAST UDL Assoc. Credential	96	$30	$2,880
11/03/21	PD Training	Dates TBD - 4 UDL Community of Practices	4	$750	$3,000
11/03/21	Coaching	Dates TBD-UDL Coaching, School sites 3 hr/mo	24	$750	$18,000
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				$0	$0
				Grand Total:	$28,380

Approved by: Kathy Wahl **Date:** 10/01/21

Revised: 4/23/2021

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Santa Clara County Office Of Education

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

Phone: ( ) Email: cfrese@sccoe.org

SSN: _____ Fed I.D. #: 77-0272168

CONTRACT TERM: start dates November 19, 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 implement a wellness center at Aptitud Academy at Goss to provide students timely and accessible prevention and early intervention mental health services as well as an inclusive and equitable wellness support that will lead to positive school outcomes.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $0

Describe other related costs: No Cost

BUDGET CODE: 060-~~0000~~-0-581500-1110-1000-000070-061-7085 (7085) CR 11/9/21
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ RS Date: 11/9/2021

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
Alum Rock Union Elementary School District - Aptitud Community Academy at Goss

This is a Memorandum of Understanding (MOU) between the Santa Clara County Office of Education (hereinafter referred to as the SCCOE) and Alum Rock Union Elementary School District - Aptitud Community Academy at Goss (hereinafter referred to as the Agency).

1. Overview

This MOU is intended to define terms and responsibilities of each party regarding the participation in School Based Wellness Centers.

SCCOE and the Agency agree to the stated roles and responsibilities as it relates to the Wellness Center being established on the Aptitud Community Academy at Goss campus. This project will implement a Wellness Center to provide students timely and accessible prevention and early intervention mental health services, preventing mental health issues from exacerbating in intensity or impact. The implementation of the Wellness Centers will be in partnership with school and district staff to be a best fit for the site. The wellness centers will work within the MTSS model supporting universal prevention for all students (Tier 1), targeted prevention for some students (Tier 2), and individualized prevention for few students (Tier 3). The services provided will reflect the needs of individual schools and school districts, services will be culturally appropriate and will include coordination of services and linkages to community based organizations.

2. Goals

X Improve access to inclusive, equitable, high-quality education.
X Provide quality support to districts, schools, students, and communities.
X Be a premier service organization.

The Wellness Centers support all of SCCOE goals and will provide students with inclusive and equitable wellness support that will lead to positive school outcomes for students. SCCOE will provide countywide leadership in establishing the wellness center model in Santa Clara County schools.

3. Responsibilities

3.1. <u>The Agency Responsibilities:</u>

- Actively partner with SCCOE staff to implement a successful pilot program and continue to run the Wellness Center, contingent on funding.

- Provide co-investment into the Wellness Center including appropriate space, furniture, supplies, internet connectivity and phone for the duration of the grant period.
- Integrate the Wellness Center Specialist into existing school site student support teams (MTSS, COST, PBIS, etc.), School Link Services work, and relevant school activities involving teachers and administrative staff that relate to student services.
- Provide regular (at minimum monthly) meetings between site Principal or designee and Wellness Center Specialist
- Plan and advocate for sustainability of the Wellness Center after the grant period in partnership with SCCOE and Behavioral Health Services Department
- Establish a site base Youth Advisory Group (YAG) and provide opportunities to develop youth leadership and awareness around mental health and wellness and peer supported activities.
- The YAG feedback and leadership informs the activities and services provided in the Wellness Center .
- The agency shall provide documentation related to how the youth voice created opportunities to support fellow youth within the wellness center.
- The agency shall provide YAG an opportunity to help develop messaging and collateral around wellness centers.
- The agency shall provide opportunities for youth led groups and activities.
- Allow faculty meeting, grade level/department meeting, and other meeting time for ongoing Social Emotional Learning (SEL) professional development to staff
- Ensure Wellness Center staff receive all school communication including but not limited to staff weekly memos, newsletters, school wide communication, invitations to staff meetings etc.
- Have access to areas of school to complete clerical work (make copies, printers, etc.)
- Grant permission to SCCOE to have access to data collected for the Wellness Centers evaluation. Access and reports will be provided to SCCOE at the district and school levels.
- Agency agrees to administer, on a yearly basis, feedback surveys developed by SCCOE evaluation staff to students, parents/guardians, and teachers/administrators via hard forms or electronically (i.e., through the Agency's established e-communication channels such as listservs).

- Agency will provide permission for SCCOE evaluation staff to have personally identifiable student data stored in the SCCOE Data Warehouse. The data of interest and terms of data use will be stipulated in the SCCOE's Data Request Permission form.

- Agency agrees to SCCOE sharing data collected for state reporting pursuant to the MHSSA grant data collection requirements. State reported data will not include personal identifiers.

- Agency agrees to administer a Social Emotional Learning (SEL) survey to all students in grades 3 and up a minimum of one time annually and share an aggregate summary of survey findings with the SCCOE. If the agency is not currently administering an SEL survey, agency agrees to administer the SCCOE's online SEL survey. Prior to administration, agency agrees to collect passive consent from parents/guardians for their child to complete the survey. Agency agrees to dedicate instructional time and resources (e.g., lab, tablets) to administer the SCCOE's online SEL survey to students.

3.2. The SCCOE Responsibilities:

- *Professional Learning:* Grant funding will be utilized to support professional learning for school staff around issues of mental health and social and emotional learning.
- *Personnel:* The SCCOE shall staff the position(s)- Wellness Center Specialist and Wellness Center Liaison. SCCOE will provide supervision, evaluation, professional learning, and monthly team meetings to Wellness Center Specialist and Wellness Center Liaison.
- Ensure Wellness Center Specialist and Wellness Center Liaison:
    - Maintain professionalism with students, families, and staff at all times
    - Maintain confidentiality of student issues
    - Adhere to legal and ethical data sharing practices
    - Provide leadership to coordinate and collaborate with other partners and service providers on the school campus and off site service providers.
- Conduct an evaluation of program effectiveness that utilizes program data (i.e., formative and summative data collected via surveys and assessment, referral, case management, and direct service data) in addition to personally identifiable student data defined in the Data Request Permission Form.
- Share aggregate evaluation findings, including those related to Social Emotional Learning if administering the SCCOE's online Social Emotional Learning survey, in summary reports with the Agency on a yearly basis.

4. Articulation of Monies/Compensation

a. The Agency will fund wellness center space, a telephone, internet connectivity, and startup costs including supplies, furniture, etc.

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:

a. Wellness Center will remain open during school hours, Monday to Friday, at a minimum
b. Wellness Center will open on first day of school and remain open until the last day of school
c. Wellness Centers will have an established location on the Aptitud Community Academy at Goss
d. Tier 1 and 2 interventions, professional learning, coordination, and resource referral will happen in person or virtually depending on continued impact of pandemic.
e. School site will provide and use existing mental health supports in partnership with services provided by SCCOE

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 November 19, 2021 and ends June 30, 2022.

8. Termination

Either the Agency or the SCCOE may terminate this MOU with or without cause upon thirty (30) days advance written notice to either party.

9. Approvals

This MOU shall become effective upon its approval and signature by the authorized officers:

SCCOE:

By: _____
Signature of Authorized SCCOE Official

Name: Anisha Munshi, Ed.D.

Title: Associate Superintendent, PLISD

Date: 11/9/2021

Address: 1290 Ridder Park Dr.

Aptitud Community Academy at Goss:

By: _____
Signature of Authorized Agency Official

Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: 11/9/2021

Address: 2930 Gay Ave

Santa Clara County Office of Education

San Jose, CA 95131

Phone: 408-453-6842

Email: amunshi@sccoe.org

San Jose, CA 95127

Phone: (408) 928-6822

Email: hilaria.bauer@arusd.org

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

10.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 15-21/22 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 November 18, 2021.

Prepared by: Maria J. Martinez M.M. Title: Procurement Manager

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

To the Board of Trustees: Meeting: November 18, 2021

Recommend Approval

10.08

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 15-21/22
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 18th day of November, 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 November 18, 2021.

_____
Hilaria Bauer, Ph.D., Superintendent

SURPLUS EQUIPMENT AND FUNITURE
Date: November 18, 2021
Resolution # 15-21/22

TYPE: TRANSPORTATION (BUSES)			
MODEL	**VIN#**	**LICENSE**	**BUS#**
Ford Collins	1FDJE37M8PHA70305	E295403	1
Ford Econo.	1FDJE34M5KHC04717	E270052	20
Ford Econo.	1FDJE34MXKHC04714	E270084	21
Ford Econo.	1FDJE34M4KHB95332	E270024	46
Ford Econo.	1FDJE34M3KHB95337	E270042	47
Ford Econo.	1FDJE34M5KHB95338	E270023	48
Ford Econo.	1FDJE34M6KHC04712	E270601	50
Ford Collins	1FDJE37M1PHA70310	E295408	58
GMC	1GDHG31FXX1045305	1028209	61
GMC	1GDHG31F3X1043590	1028210	62
GMC	1GDHG31F3X1157136	1045146	63
GMC	1GDHG31F4X1155881	1045145	64
Chevy	1GBHG31F0Y1259357	1068333	66
Chevy	1GBHG31F7Y1261381	1068192	67
Chevy	1GBHG31F711219752	1102108	69
GMC	1GBHG31F911208767	1102071	70
GMC	1GBHG31F011208852	1102073	71
GMC	2GDHG31J1P4510728	1045144	M65
Chevy	2GBHG31J2P4139023	1068368	M68

TYPE: MAINTENANCE		
DESCRIPTION	**ARD NO.**	**SERIAL NO.**
NSS VACCUM	02904	N/A

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

10.09

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/November 18, 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: Meeting: November 18, 2021
Recommend Approval Regular Board Meeting

10.09

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
November 18, 2021

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Martinez, Paulina	1/Linda Vista Elementary	10/04/2021
2.	Oldham, Viviana	K/Independent Study	10/27/2021
3.	Olstad, Christie	Art/Renaissance Academy II	10/25/2021
4.	Tran, Donny	2/Painter Elementary	10/27/2021

II. New Hire-Substitute Teacher:

1.	Aly, Mervat	11/03/2021

III. Substitute Residential Teacher Contracts:

1.	Faines, Ana	11/01/2021-01/31/2022
2.	Faines, James	11/01/2021-01/31/2022
3.	Harlow, William	12/01/2021-01/31/2022
4.	Mendoza, Javier	11/01/2021-01/31/2022
5.	Morquecho, Leticia	11/01/2021-01/31/2022
6.	Solis, Salvador	

CERTIFICATED CHANGES OF STATUS:

IV. Retirement:

1.	Ortiz, Andres	4/5 Combo/Lyndale Elementary	12/31/2021

V. Initial Variable Term Credential Waiver Request:

1.	Aguilar-Fernandez, Silvia Pattie	Multiple Subjects/BCLAD: Spanish Teacher Preparation Program
2.	Contreras Serna, Jose	BCLAD: Spanish Authorization
3.	Hernandez-Rivera, Nerelyn	BCLAD: Spanish Authorization
4.	Montoya Morales, Elizabeth	BCLAD: Spanish Authorization

CLASSIFIED PERSONNEL – November 18, 2021

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Duran, Cynthia	Administrative Assistant/Student Services	10/14/2021
2.	Jauregui, Sabrina	Health Assistant/George	10/25/2021
3.	Tamayo, Tiyanna	Autism Intervention Assistant/Lyndale	10/25/2021

II. Change of Status:

1.	Berry, Jay	School Office Assistant & Campus Paraeducator/Lyndale	10/18/2021
2.	Contreras-Lara, Bianca	Administrative Assistant/ITSS	10/18/2021
3.	Escobar, Claudia	School Administrative Assistant/George	11/01/2021
4.	Guzman, Khloe J	School Office Assistant & Campus Paraeducator/George	10/11/2021
5.	Hungerford, Jason	Information Technology & Data Analyst/ITSS	09/30/2021
6.	Rocha, Gloria E	Payroll Technician / Payroll Department	09/29/2021
7.	Sharma, Payal	Paraeducator 9.5mo & Campus Paraeducator/Hubbard	10/04/2021
8.	Solis, Rubi	Community Liaison & School Office Assistant/L.U.C.H.A	11/01/2021
9.	Soliveres, Shella	Paraeducator Special Education II/McCollam	10/04/2021

III. Contracted Employee:

1.	Ramirez, Oscar	After School Elementary Sports Coach / Painter	10/15/21-05/24/21
2.	Tran, Alex	After School Elementary Sports Coach / Painter	10/15/21-05/27/21