ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
September 8, 2022

Thursday, September 8, 2022
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #05-22/23

The September 8, 2022, 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/85672189361
One tap mobile
+16699006833, Meeting ID: 856 7218 9361# 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/LAND ACKNOWLEDGMENT- Board of Trustees of the Alum Rock Union Elementary School District does hereby acknowledge that the District schools and facilities sit on the traditional lands of the Muwekma Ohlone people, and the Board of Trustees further acknowledges with respect and reverence the Muwekma Ohlone People Tribe of the San Francisco Bay Area for their stewardship of these lands;/ PLEDGE OF ALLEGIANCE -- PRESIDENT ANDRES QUINTERO.

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 5.01 on this agenda as stated below.

2. CLOSED SESSION

2.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 5:35 p.m. Open Session will resume at conclusion of Closed Session.

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

2.03 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation: significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government CodeSection 54956.9: One (1) potential case

2.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): CTG Construction, Inc. v. Alum Rock Union Elem. School District, Santa Clara County Superior Court case no. 20CV367630; Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554; Alum Rock Union Elementary School District v. Esau Herrera, Santa Clara County Superior Court case no. 21CV382117 Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647; Alum Rock Union Elem. Sch. District v. Del Terra Real Estate Services, Inc., San Mateo County Superior Court case no. 20-CIV-02466.

2.05 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation: significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government CodeSection 54956.9: One (1) potential case. Former employee ID # 300152

2.06 CONFERENCE WITH LABOR NEGOTIATORS Agency designated representatives: Board Members. Unrepresented employee: Superintendent.

2.07 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Manager, Transportation and Bonds Program Manager.

3. RECONVENE TO OPEN SESSION-VIA ZOOM

3.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

4. Special Presentation- Discussion, consideration and action

4.01 FRC Report (Information Only).

5. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

5.01 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 5.01 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.

6. COMMENTS AND COMMUNICATION

6.01 Alum Rock Administrator's Association (ARAA).

6.02 Teamsters.

6.03 California School Employee's Association (CSEA).

6.04 Alum Rock Educator's Association (AREA).

6.05 Superintendent.

6.06 Board of Trustees/Communications/Comments.

7. Public Hearing(s) AND/or Special Order of Business.

7.01 Public Hearing Regarding Sufficiency of Instructional Materials.

8. 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.)

8.01 Discussion/Consideration to Approve Resolution No. 14-22/23 Authorizing and Ratifying Responses to Covid-19 Pandemic and Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Brown Act For The Period September 9, 2022 - October 10, 2022.

8.02 Approve Superintendent's Contract.

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

9.01 Approve Unaudited Actual Financial Reports for 2021–2022 Report to the Board on Unaudited Actuals as Required by Law.

9.02 Approve Amended Resolution No. 55-21/22 Committed General Fund Balance.

9.03 Approve First Amendment to the Joint Use Agreement with San Juan Bautista (SJB) Child Development Centers for Join Use Facilities at Cassell Elementary.

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

10.01 Approve Contract with LPA, Inc. for Architectural Services for Facilities Master Plan.

10.02 Approve Contract Extension for Construction Management Services.

10.03 Approve Piggyback Bid 2018-19-001 Arvin Union School District Award of Locker Procurement for #B2223- at George Middle School.

10.04 Approve Piggyback Bid 2018-19-001 Arvin Union School District Award of Locker Procurement for #B2223- at Sheppard Middle School.

11. 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.)

11.01 Approve Resolution No. 10-22/23 Week of the School Administrator.

11.02 Approve Resolution No. 07-22/23 Creating a College Culture.

11.03 Approve Resolution No. 08-22/23 Hispanic Heritage Month.

11.04 Approve Resolution No. 09-22/23 Character Education Month.

11.05 Approve Resolution No. 11-22/23 Digital Citizenship Week.

11.06 Approve Resolution No. 15-22/23, Regarding Sufficiency or Insufficiency of Instructional Materials.

11.07 California Department of Education Expenditure Quarter 4 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan (Information Only).

11.08 California Community Schools Partnership Program (CCSPP) Planning Grant (Information Only).

12. 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.)

12.01 Approval and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2022 - June 30, 2023.

12.02 Approve/Ratify Tentative Agreement Between The Alum Rock Union Elementary School District and the California School Employees Association (CSEA), Chapter# 305, for the period of July 1, 2021 – June 30, 2022.

12.03 Resignations (Information Only).

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

13.01 Approve the Contract with Bay Alarm Company for the 2022-2023 SY. This contract is for overnight security patrol services. Submitted by: Maintenance, Operations & Transportation, $160,000 dollars.

13.02 Approve a One (1) Year Contract with AON Risk Insurance Services. This contract is to provide annual insurance and brokerage management services, and safety consulting services. Submitted by: Business Services, $226,000 dollars.

14. 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.)

14.01 Approve Board Meeting Minutes for the following date: August 11, 2022, Regular Board Meeting.

14.02 Approve Fundraising Activities.

14.03 Approve Acceptance of Grant/Award Notification.

14.04 Approve Acceptance of Vendor & Payroll Warrants.

14.05 Approve the Santa Clara County Treasury Investment Portfolio Status.

14.06 Approve Resolution No. 12-22/23 Education/State & Local Government Purchase Agreement Piggyback for Apple Products, Services, and Related Items, Bid # P-13 18/19.

14.07 Approve Resolution No.13-22/23 GANN Limit Calculations.

14.08 Approve Contracts for Professional Services - Individuals.

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

14.10 Approve Contracts for Professional Services - Firms/Organizations.

14.11 Approve/Ratify Notices of Employment and Changes of Status/September 8, 2022.

14.12 Current Enrollment (Information Only).

15. FUTURE BOARD AGENDA REQUESTS

15.01 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

16. ADJOURNMENT

16.01 President adjourns the meeting.

17. NEXT MEETING(S)

17.01 October 13, 2022 (2022-23 School Year).

4.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject FRC Report.

Information Only

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

To the Board of Trustees: Meeting: September 8, 2022
Information Only Regular Board Meeting

4.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____


Building Power Through Our
Family Resource Centers
SOMOS
MAYFAIR

Goals

1. Our Unique People Centered Approach
2. SOMOS Impact
3. Looking Into The Future



Nuestra Historia



Mission:

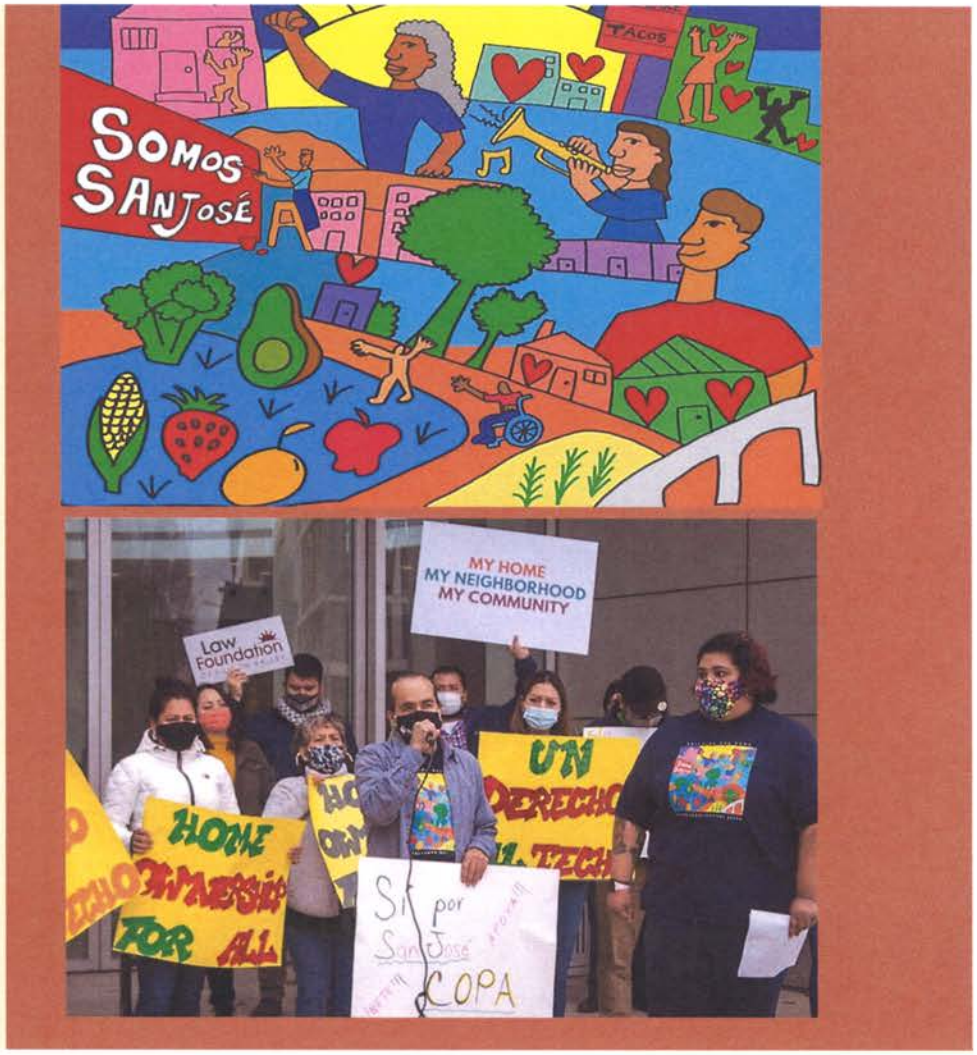
Our mission is to support children, organize families, and connect neighbors to uplift the dreams, power, and leadership of community and address systemic inequities.

We envision a thriving Mayfair.

History:

SOMOS Mayfair was founded in 1997 originally as the Mayfair Improvement Initiative. For over 25 years we have worked on:

- Neighborhood Improvements
- Health, Literacy, Arts, Civic Education
- Family & Early Education,
- Community Leadership, Organizing and Economic Opportunities



Leadership Transition



Family Services
+ Leadership
+Organizing



SOMOS Community Impact 2021-2022

SOMOS Family Resource Centers

2,077 children, youth, and adults participated deeply in our FRC programs this year

255 Bridge to Kinder participants

436 Children's activities distributed

3,652 diaper boxes distributed to families

15,490 parents and children were introduced to our work through **outreach COVID Outreach, Resource and Referrals**

42,555 PPE kits containing face masks, hand sanitizer, cleaning supplies, etc. distributed

3,086 Period products distributed

390 units of formula distributed to families

$850,000 secured for Painter Elementary Cooperative model along with ARUSD and First 5

SOMOS Community Organizing

7,610 parent, neighbor & youth organizers in Vecinos, Empuje, Jovenes

Policy Wins to address Covid, Renters' Rights, Eviction Moratorium, Red Hillview, Local Preference, Supported with Bond measures

15,490 parents and children were introduced to our work through **outreach COVID Outreach, Resource and Referrals**

$220 Million **Redirected to East San Jose as part of the Google Community Benefits Package, including Education**

SOMOS Leadership Development Economic Justice

21 Community promotores accessed work opportunities through the Fuertes Network; including 2 worker cooperative

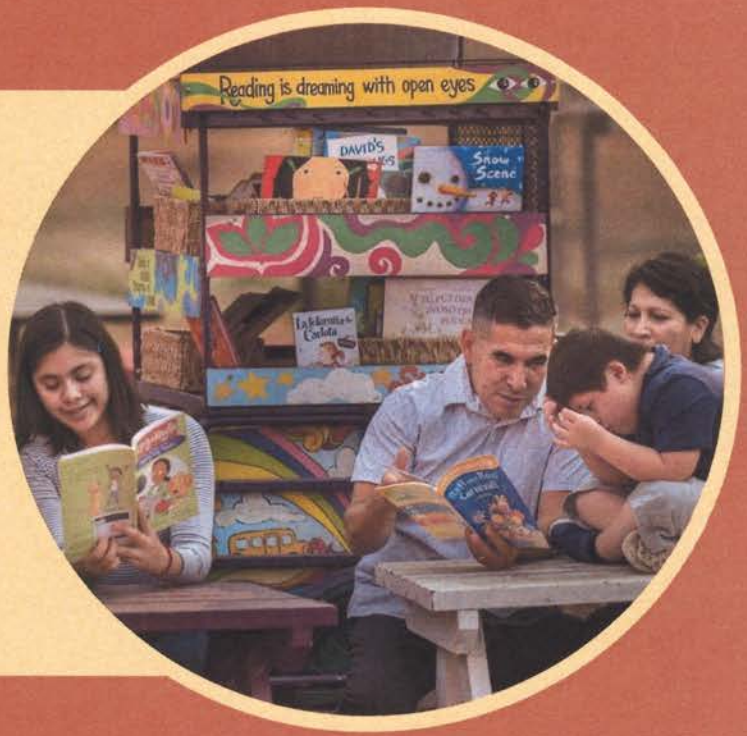
158 participated in Diamantes Mutual Aid Network

133 Individuals participated in Universidad Popular de Mayfair

SOMOS MAYFAIR

SOMOS Mayfair Family Resource Centers

At Chavez Elementary & Painter Elementary



We empower children, caregivers and whole families to build strong community relationships and focus on connecting families to resources and each other. SOMOS FRCs provide culturally-relevant programming within a onestop - no wrong door approach and organize families to advocate and create more equitable and just systems that are responsive and representative of our community.

SOMOS Mayfair
Family Resource Center
At Chavez Elementary

When families have access to resources and children live in a safe and nurturing home, they are more ready to learn.

- Partnership with ARUSD with Early Learning Center
- Resource & Referral with a warm hand off
- Multifaceted learning and leadership opportunities for parents & caregivers
- Basic essential services and product distributions
- Early learning services
- School Readiness programming
    - La Escuelita
    - B2K



SOMOS Mayfair
Family Resource Center & Early Learning Co-Op Partnership

At Painter Elementary

Creating alternative, affordable and accessible learning spaces so that children are kindergarten ready!

- Co-Op Preschool Pilot Partnership with ARUSD/SCCOE
- Family Engagement
- Volunteer Opportunities
- School Enrollment
- Early learning supports and advocacy
- Referrals and resource dististributions
- Parent & Family Workshops
- Parent Child + Home Visiting Program
- Worked with SCCOE, First 5, ARUSD and Partners to secure funding for Painter Coop Model



SOMOS Mayfair Learning & Leadership Development

Parent Engagement & Leadership Leads to Academic and Life Success.

When we provide tools, learning spaces, practices, and convenings we can sustain communities where we can all live well together and thrive.

We offer:

- Learning opportunities and skill development "classes" that are open to community through our **free Mayfair Popular University program**
- Community peer mentorship and mutual aid groups (pods)
- Advocate for economic justice for excluded workers in East San Jose
- Learn and practice compañerismo, communication, conflict, and community well-being
- Learn about proven alternative models and systems



SOMOS Mayfair Community Organizing

When families are involved in solving their own problems we increase investment in educational outcomes, neighborhood improvement and a sense of empowerment and belonging.

Vecinos Activos:

- Anti-displacement Strategies/Solutions
  - Community Opportunity to Purchase Act (COPA) and Investment
  - Local Tenant Preferences
  - Alternative Housing Models + Investment

Jovenes Activos:

- Digital Organizing
  - Podcasting/ Storytelling
  - Mural creation/ Podcast
  - Meaningful Engagement in campaigns

EMPUJE:

- Advocate resources for family and children's
- Voting Rights for All/Civic Engagement
- Racial Equity Toolkit



Partnerships



Collaborators: Friends of SOMOS

- Si Se Puede Collective (Amigos de Guadalupe, Grail Family Services, Veggielution, The School of Arts & Culture)
- ARUSD
- Housing Authority, Santa Clara County
- Housing Department, City of San Jose
- First 5 Santa Clara County
- Black Kitchen Cabinet
- Silicon Valley of Nonprofits
- Excite Credit Union
- Latino Business Foundation
- San Jose State University
- Public Health Department
- Parents Helping Parents
- Cowell Foundation
- Hispanic Foundation
- Health Trust
- Google Foundation
- Silicon Valley Foundation
- Stanford University
- Latina Coalition of Silicon Valley
- Latinos United for New America
- Collective Impact Solutions
- City of San Jose Housing Department
- South Bay Community Land Trust
- Working Partnerships USA
- The Law Foundation of Silicon Valley
- SV@Home
- Destination Home
- Sacred Heart
- Black Kitchen Cabinet
- Destination Home
- Real Coalition
- Destination Home
- Teen Success
- Working Partnerships USA.....



The Power of Partnerships:
Si Se Puede Collective

Initiatives:

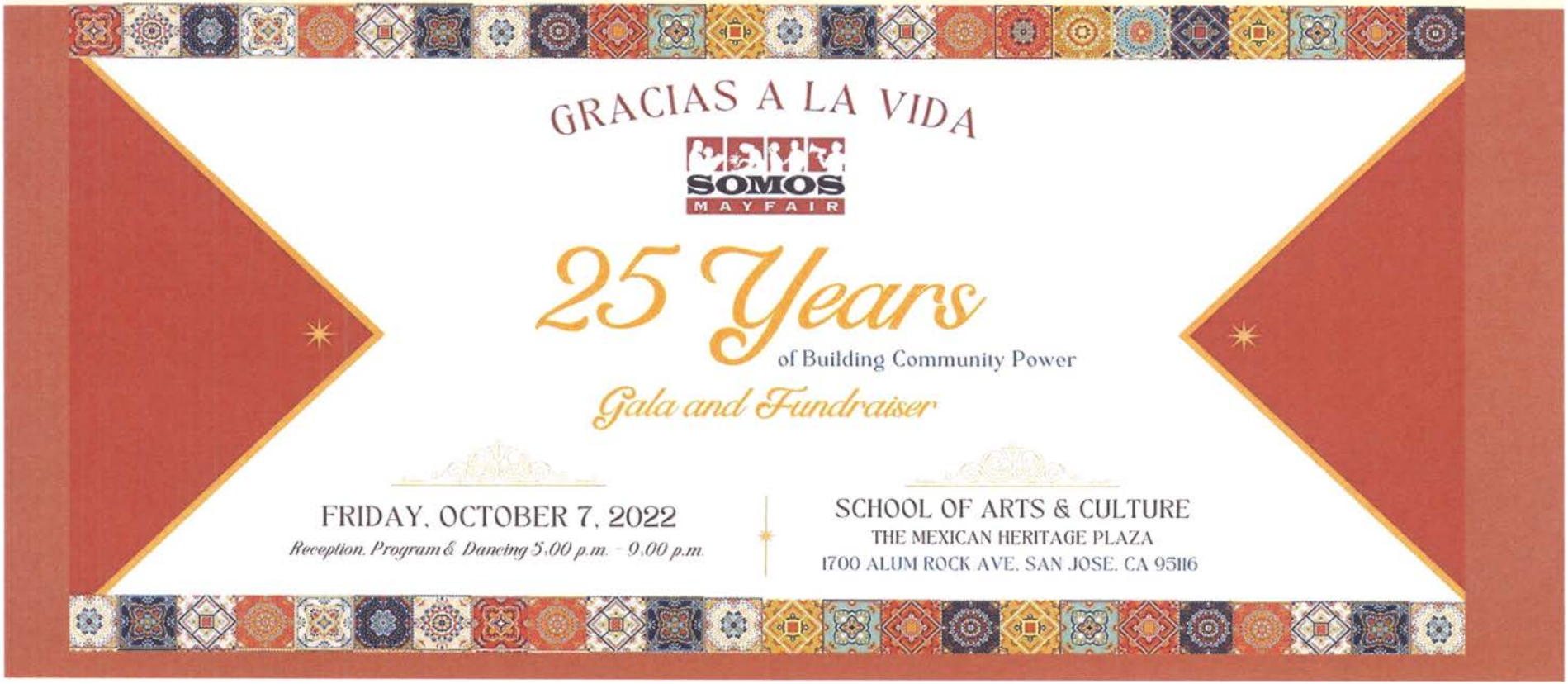
- **Child Care Development** (Grail Family Services)
- **Housing Development** (Somos, Amigos, Grail, School Of Arts & Culture, Veggielution)
- **Universal Open Door Referral System** (Somos + Amigos)
  - Door To Door Education, alignment, Community Outreach (Somos/Amigos)
- **Jobs To Grow** (Veggielution, Grail, SOMOS will add support here)
- **Neighborhood Wide Advocacy** (Health Care expansion, Redistricting, Investment in East San Jose)

SOMOS Mayfair serves has the backbone support for Si Se Puede Collective

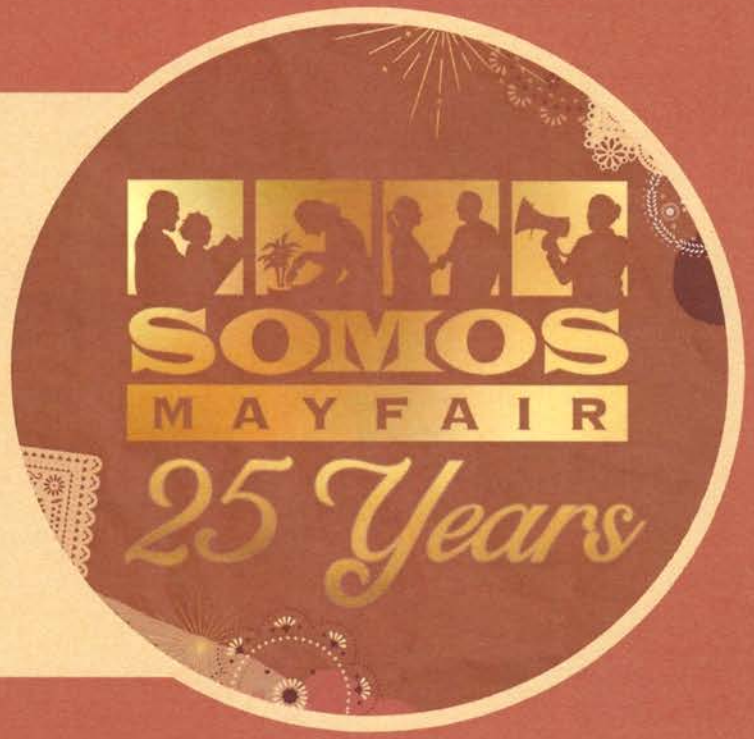
Looking to the future



You're invited! Celebrating 25 years



Q & A



Catholic Charities
of Santa Clara Count

Children's

Family Resour

Vision

We envision a valley where every child l
cradle to career and lives in a neighborh
can afford to live in safe and decent hou
enterprising workers can earn enough to
future, where immigrants are welcor
imprisoned, physically and mentally ill,

Mission

Catholic Charities of Santa Clara Cou
individuals and families in need, especiall
gospel values, we work to create a m
community in which people of all culture
prosper.

Values

FRC Loc



Cureton Family Res

3720 E. HILLS DRIVE,

SAN JOSE CA

(408) 928-

Hubbard Family Res

1680 FOLEY AVE, RO

Hubbard Family

Center Grand O



Investments

FY 21-22 Investment: $928,707

- $768,707 First 5
- $60,000 BellaVista
- $100,000 CETF

Partners

- Alum Rock School Unified School District
- SOMOS Mayfair
- Second Harvest Silicon Valley
- City of San Jose
- California Native Garden Foundation
- First 5

FRC Programs
and COVID Re



Distributions

Diapers	7,668 boxes (Qty. 160 per box)
Formula	2,025 boxes (4 cans per box)
Holiday Toys	30 households/ 105 children



Food Secu

Food Pantry	4,050 households/14,175 individuals
Dinner in a Box- Thanksgiving programs	18 households







Program

- Garder
- PTK



Program Highlights

- ASQ's (Aq

BRIDGE TO KINDER

DORSA AND ADELANTE

- In Partnership with SOMOS Mayfair
- 80 children served
- 160 Backpacks sponsored by Councilmemb Carrasco's office .
- 22 Parents completed parent educatio

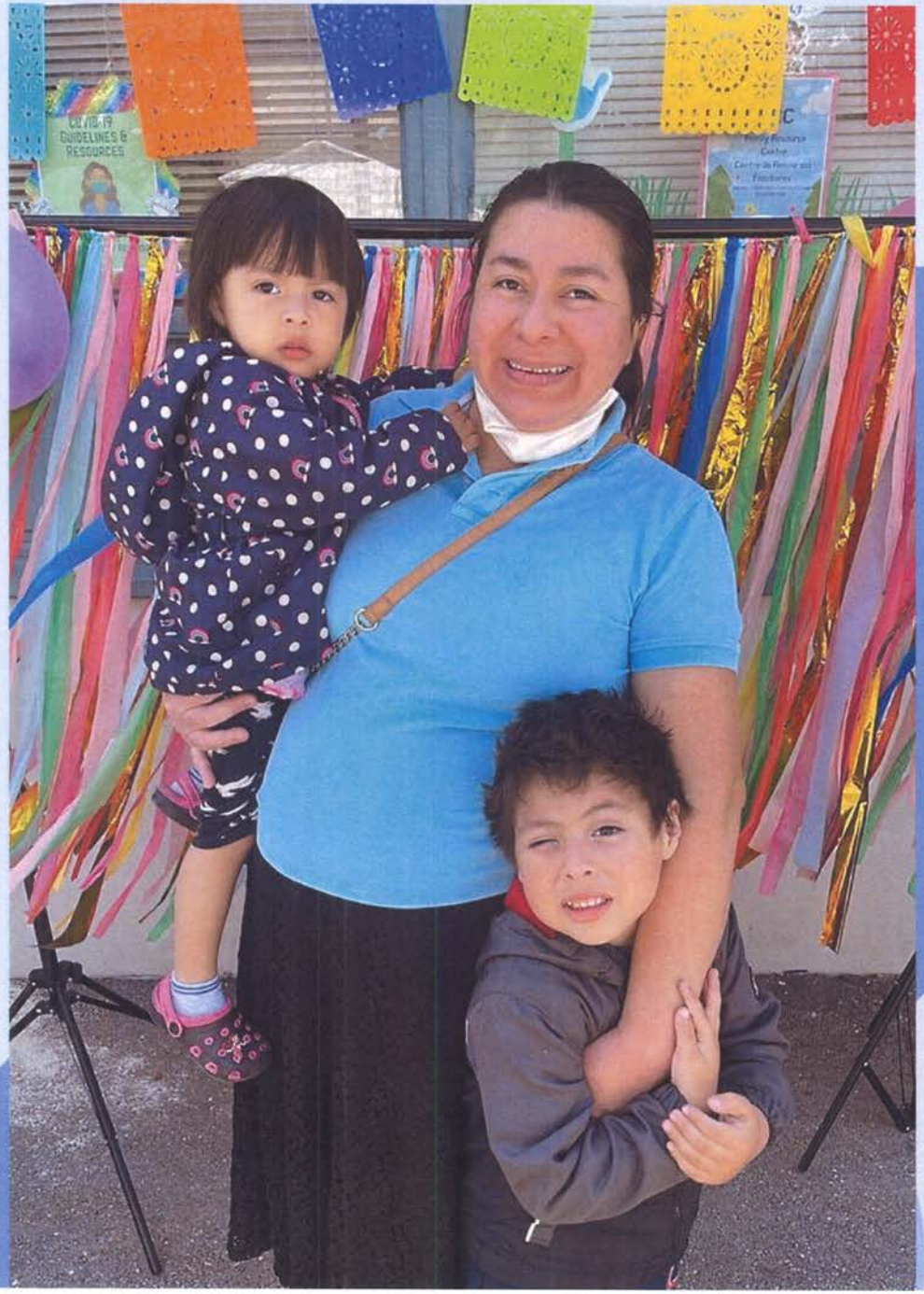

Santa Clara Family Health Plan
Blanca Alvarado Community Resource Center
HAPPY LUNAR NEW YEAR
Chúc Mừng Năm Mới • Feliz Año Nuevo Lunar • 农历新年快乐

Com

Additional U






COVID-19
GUIDELINES &
RESOURCES









SISU Stude

Thank you for y
continued supp

Deyanira Tellez-Hurtado, Program Director
Karina Sustaita, Program Manager
Rosa Jaquez, Cureton Program Supervisor
Raquel Sierra, Hubbard Program Supervisor
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rjaquez@catholiccharitiesscc.org,

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 7.01
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 16, 2022

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

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

PUBLIC HEARING

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

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

PUBLIC HEARING

7.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

PUBLIC HEARING ANNOUCEMENT
Issued on August 16, 2022

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

1. The Governing Board will hold a public hearing

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

Public Hearing will be held on
September 8, 2022
5:30 p.m.
Alum Rock Union Elementary School District
https://arusd-org.zoom.us/j/85672189361
Webinar ID: 856 7218 9361

Hilaria Bauer, Ph.D., Superintendent

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

AVISO DE AUDIENCIA PÚBLICA
Emitido el 16 de agosto de 2022

Es necesario llevar a cabo una audiencia pública anual y adoptar una resolución con el propósito de obtener garantías de parte de la Mesa Directiva que el distrito cumplirá con la Sección 60119 del Código de Educación, el cual estipula que las mesas directivas de los distritos escolares que reciben fondos para materiales educativos provenientes de cualquier fuente estatal están sujetos a los requisitos de esta sección. Los requisitos incluyen lo siguiente:

1. La Mesa Directiva llevará a cabo una audiencia pública

2. Si la Mesa Directiva llega a determinar que no hay suficientes libros de texto y materiales educativos, la Mesa Directiva proporcionará información en la sesión pública acerca de la razón por la cual cada estudiante no tiene suficientes textos o materiales educativos.

La audiencia pública se llevará a cabo el
8 de septiembre de 2022
5:30 p.m.
Distrito Escolar Elemental de Alum Rock
https://arusd-org.zoom.us/j/85672189361
Número de identificación del *webinar*: 856 7218 9361

Hilaria Bauer, Ph.D., Superintendent

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

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THÔNG BÁO ĐIỀU TRẦN CÔNG CỘNG

Phát hành ngày 16 tháng 8 năm 2022

Cần phải có một cuộc Điều trần Công khai hàng năm và một nghị quyết được thông qua để có được sự đảm bảo từ Hội đồng quản trị rằng khu học sẽ tuân thủ Bộ luật Giáo dục, Mục 60119, trong đó quy định rằng hội đồng quản trị của các học khu nhận tài trợ cho tài liệu giảng dạy từ bất kỳ tiểu bang nào tùy thuộc vào các yêu cầu của phần này. Các yêu cầu bao gồm những điều sau:

1. Hội đồng quản trị sẽ tổ chức một phiên điều trần công khai

2. Nếu Hội Đồng Quản Trị xác định rằng không có đủ sách giáo khoa của tài liệu giảng dạy, Hội đồng quản trị sẽ cung cấp thông tin cho công chúng vì lý do mỗi học sinh không có đủ sách giáo khoa hoặc tài liệu giảng dạy

Phiên Điều trần Công khai sẽ được tổ chức vào
Ngày mồng 8 tháng 9 năm 2022
Vào lúc 5:30 chiều.
Khu học chánh Alum Rock Union
https://arusd-org.zoom.us/j/85672189361
Số Ký Danh hội thảo trên mạng: 856 7218 9361

Hilaria Bauer, Ph.D., Superintendent

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

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: 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: September 8, 2022
Regular Board Meeting

Approve

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 14-22/23

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 SEPTEMBER 09, 2022 – OCTOBER 10, 2022

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

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

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

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

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

WHEREAS, such conditions now exist in the District; and

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

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

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

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

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

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

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

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

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

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

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

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

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, this 8 day of September, 2022, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____(Clerk)

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject Approve Superintedent's Contract.

Approval

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

To the Board of Trustees: Meeting: September 8, 2022
Approval 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 9.01
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 29, 2022

To the Board of Trustees:

Subject: **Unaudited Actual Financial Reports for 2021 – 2022**
Report to the Board on Unaudited Actuals as Required by Law

Staff Analysis: Staff will provide an update on the Unaudited Actuals Financial Report for Fiscal Year 2021 – 2022. Education Code section 42100 requires that the Governing Board of each school district approve an annual statement for all revenues and expenditures of the district for the fiscal year.

Recommendation: Staff recommends that the Board approve the 2021– 2022 Unaudited Actuals Financial Report.

Prepared by: Efrain Robles ER Title: Director, Fiscal Services

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 8, 2022

Subject: Amended Resolution No. 55-21/22
Approval of Committed General Fund Balance

Staff Analysis:

On June 9, 2022, the Board of Trustees approved Resolution No. 55-21/22, see attached.

The Amended Resolution No. 55-21/22 is to reflect the amount of Committed General Fund Balance which is $16.5 Million for the following purposes:

- Safeguard against an unexpected decline in enrollment and/or decline in Average Daily Attendance to ensure financial stability
- Have sufficient cash/reserve to make payroll and operating expenditures for two months
- Provide adequate funding for Deferred Maintenance
- Provide funds for multi-year technology replacement, including technology infrastructure improvements

The Multi-Year Projection (MYP) shows that FY 2022-23 reserves will be below 10%, once the Amended Resolution is approved, and the related commitments are accounted for and excluded from the reserve limitation.

Recommendation:
Staff recommends that the Board of Trustees approve Amended Resolution No. 55-21/22 approval of committed general fund balance.

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

To the Board of Trustees: Meeting: September 8, 2022
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 ELEMENATARY SCHOOL DISTRICT

APPROVAL OF COMMITTED GENERAL FUND BALANCE

AMENDED RESOLUTION NO. 55-21/22

WHEREAS, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Alum Rock Union Elementary District Board of Education (Board) has previously adopted Board Policy and Administrative Regulation 3460 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, Proposition 2 established a reserve cap on district reserves, and

WHEREAS, Senate Bill (SB) 751 codified in Education Code Section 42127.01 the threshold and certain conditions for triggering local district reserve cap to no more than 10% of total general fund expenditures; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be removed by the Board prior to redirecting the funds for other purposes; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District Board of Education, hereby commits $16.5 Million to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

- Comply with Board Policy
- Safeguard against unexpected decline in enrollment and/or decline in Average Daily Attendance to ensure financial stability
- Fund the Deferred Maintenance
- Multi-Year Technology Refresh/replacement
- Mitigate future deficit spending due to the expiration of one-time funds
- Carryover of Unspent Supplemental and Concentration Grants; and

BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint; and

BE IT FURTHER RESOLVED, that the amounts to be committed for the purposes directed above shall be established by the Superintendent no later than **July 1, 2022.**

This is to certify that the above resolution was adopted by the Board of Education by a majority vote, at its regular meeting of **September 8, 2022.**

_____

Hilaria Bauer, Ph.D.
Secretary to the Board of Education
of the Alum Rock Union Elementary School District
of Santa Clara County
State of California

7.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 31, 2022

Subject: Resolution No. 55-21/22
Approval of Committed General Fund Balance

Staff Analysis:
Proposition 2 and Senate Bill 751 (Hill, Statutes of 2017) set the threshold for triggering the cap on district reserves of no more than 10% once all of the following conditions are met:

1. Proposition 98 Maintenance Factor prior to 2014-15 is fully paid
2. Minimum guarantee if determined by Test 1
3. Proposition 98 minimum guarantee is sufficient to fund ADA and the higher of the LCFF COLA or the minimum guarantee COLA
4. Capital gains exceed 8% of General Fund revenues

Fiscal year 2022-23 will be the first year that all of the conditions above will be met, thus districts, except non-basic aid districts and districts with fewer than 2,501 ADA, must comply with the legal limitation of having no more than 10% reserves. The law allows for commitment of funds to be excluded from this calculation. This Resolution would comply with the law by committing an amount to be determined as part of the year-end closing process and recorded in the Unaudited Actuals report.

Recommendation:
Staff recommends that the Board of Trustees approve Resolution No. 55-21/22 approval of committed general fund balance.

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

To the Board of Trustees: Meeting: June 9, 2022
Regular Board Meeting

RECOMMEND APPROVAL

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Minh Pham Seconded by: Ernesto Bejarano
Approved: 5 Not Approved: 0 Tabled: 0

ALUM ROCK UNION ELEMENATARY SCHOOL DISTRICT

APPROVAL OF COMMITTED GENERAL FUND BALANCE

RESOLUTION NO. 55 -21/22

WHEREAS, the Governmental Standards Accounting Board (GASB) has issued Statement No. 54, establishing a hierarchy clarifying constraints that govern how a government entity can use amounts reported as fund balance; and

WHEREAS, the Alum Rock Union Elementary District Board of Education (Board) has previously adopted Board Policy and Administrative Regulation 3460 acknowledging its authority to commit, assign, or evaluate existing fund-balance classifications and identify the intended uses of committed or assigned funds; and

WHEREAS, Proposition 2 established a reserve cap on district reserves, and

WHEREAS, Senate Bill (SB) 751 codified in Education Code Section 42127.01 the threshold and certain conditions for triggering local district reserve cap to no more than 10% of total general fund expenditures; and

WHEREAS, the committed fund balance classification reflects amounts subject to internal constraints self-imposed by the Board; and

WHEREAS, once the committed fund-balance constraints are imposed, it requires the constraint to be removed by the Board prior to redirecting the funds for other purposes; and

WHEREAS, the Board has determined it has specific needs that it elects to fund with portions of its General Fund ending fund balance.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District Board of Education, hereby commits to utilizing portions of its General Fund ending fund balance, as indicated by the Committed Fund classification in its financial statements, for the following purposes:

- Comply with Board Policy
- Safeguard against unexpected decline in enrollment and/or decline in Average Daily Attendance to ensure financial stability
- Fund the Deferred Maintenance
- Multi-Year Technology Refresh/replacement
- Mitigate future deficit spending due to the expiration of one-time funds
- Carryover of Unspent Supplemental and Concentration Grants; and

BE IT FURTHER RESOLVED, that such funds cannot be used for any purposes other than directed above, unless the Board adopts another resolution to remove or change the constraint; and

BE IT FURTHER RESOLVED, that the amounts to be committed for the purposes directed above shall be established by the Superintendent no later than **July 1, 2022.**

This is to certify that the above resolution was adopted by the Board of Education by a majority vote, at its regular meeting of **June 9, 2022.**

HBauer

Hilaria Bauer, Ph.D.
Secretary to the Board of Education
of the Alum Rock Union Elementary School District
of Santa Clara County
State of California

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: September 8, 2022

To the Superintendent of Schools

Subject: Approve First Amendment to the Joint Use Agreement with SJB Child Development Centers for Joint Use Facilities at Cassell Elementary.

Staff Analysis:
SJB Child Development Centers, a California non-profit corporation, currently has Joint Use Agreement with the District through June 30, 2024, to operate child development programs in facilities at Cassell Elementary. SJB is requesting to lease additional spaces and land, as reflected in Exhibit A, to continue and expand its program at Cassell.

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

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

Recommendation: The Administration is recommending that the Board of Trustees approved the First Amendment of the Joint Use Agreement with SJB to allow SJB to lease additional spaces and land.

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

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

To the Board of Trustees: Meeting: September 8, 2022

Regular Board Meeting

Recommended Approval

9.03
Agenda Placement

Kol S
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

First Amendment to Joint Use Agreement

The First Amendment to Joint Use Agreement ("First Amendment") is entered into effective August 15, 2022 by and between Alum Rock Union Elementary School District ("District"), a political subdivision of the State of California, and SJB Child Development Centers, a California non-profit corporation, hereinafter referred to as "OCCUPANT".

WHEREAS, District and Occupant are parties to that certain Joint Use Agreement dated effective July 1, 2019 (the "Agreement"), pursuant to which Occupant uses certain District premises described therein for a child development center and for no other purposes.

WHEREAS the parties entered in that certain First Amendment to Agreement to Joint Use Agreement dated effective July 1, 2019;

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

WHEREAS District and Occupant recognize the value of partnering to provide services to youth and families of the community. The District and Occupant also recognize that partnering may improve property through proper maintenance and planned investments.

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

1. Added Premises at Cassell: Exhibit "A" of the Joint Use Agreement are amended to include the following added District rooms and space located at Silvia Cassell Elementary School as part of "Premises" therein totaling an additional 1,902 square feet of classroom space plus 1,056 additional square feet of playground space and shall be used solely for the purposes specified in the Joint Use Lease Agreement.

2. Rent for Added Premises at Cassell shall be $1,601.00 per month for the period August 15, 2022 through June 30, 2023. For each subsequent year, beginning July 1 of each year, rent shall be increased in accordance with Section 4 of the Joint Use Agreement.

3. Reimbursement for Utilities and Services for Added Premises at Cassell shall be $923.13 per month for the period August 15, 2022 through June 30, 2023. For each subsequent year, beginning July 1 of each year, Reimbursement for Utilities and Services shall be increased in accordance with Section 13 of the Joint Use Agreement.

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

ENTERED INTO EFFECTIVE as of the date first written above.

"District"
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By _____
Dr. Hilaria Bauer, Superintendent

"Occupant"

SJB Child Development Centers

By: _____

Title: _____

Date: _____

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

10.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: September 8, 2022

Subject: Approve Contract with LPA, Inc. for Architectural Services for Facilities Master Plan.

Staff Analysis:

To align with Board Policy 7110 : Facilities Master Plan, the District and Cumming, District Program Management firm, issued a Request for Qualifications & Proposals (RFQ/P) to develop a Facilities Master Plan for the District. The Facilities Master Plan will address the anticipated short- and long-term facilities needs and priorities while addressing student enrollment and the District's educational program needs. The Facilities Master Plan will assist in guiding the District in the development and scheduling of future projects. The architectural services will begin immediately upon board approval.

Four proposals were received. Proposals were received from LPA, Inc., Perkins Eastman, PBK Architects, HY Architects. The proposals were reviewed and interviewed by the Review Committee, which consisted of a representative from Cumming and District's Administrations. The Review Team interviewed all four groups. Through a scoring system, LPA Design Studio was determined to have the highest score with the lowest cost.

The District and LPA, Inc. negotiated a contract for the Board's consideration. The contract will be provided under a separate cover.

Recommendation: Staff recommends that the Board of Trustees approve the contract with LPA, Inc. in the amount, not to exceed, $493,939.

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

To the Board of Trustees: Meeting: September 8, 2022
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: _____

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: August 31, 2022

To the Board of Trustees:

Subject: **Contract Extension for Construction Management Services**

Staff Analysis: Based on site outstanding summer projects at various school sites, District Staff and Program Manager Cumming Group, determined there remains a need for Construction Management Services through at least November 30, 2022.

Consultant Name	**Contract Amount**
Kleinfelder Construction Service	$89,891.00

(Contract Amount includes Base Bid, Contingency and Swing Shift Add Alt)

Recommendation: Staff recommends that the Board of Trustees approve the contract extension and increased fee to Kleinfelder Construction Services in the amount listed above.

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

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

To the Board of Trustees:

Recommend Approval

10.02
Agenda Placement

Meeting: September 8, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

KLEINFELDER
CONSTRUCTION SERVICES

August 29, 2022

Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127
Mr. Kolvira Chheng, Assistant Superintendent of Business Services

RE : Construction Management Services Contract Extension

Mr. Chheng :

Please find Kleinfelder Construction Services (KCS) Service Agreement extended for the period of August 15, 2022, through November 30, 2022. The Agreement includes Exhibits, one being KCS fee's for completing work at multiple project sites, which corresponds with the Agreement duration. We understand the following projects are included in the scope of work under the Agreement Extension:

1. **McCollam ES** – Replace Monument Sign
2. **William Sheppard MS** – Replace Monument Sign, Installation of Shade Structure and Installation of New Lockers
3. **Russo McEntee Academy** – Replace Monument Sign
4. **Joseph George MS** – Replace Monument Sign, Installation of New Shade Structure, Add New Lockers
5. **San Antonio ES** – Replace Play Structure Play Surface, and Installation of Shade Structure, Installation of New Gate
6. **Adelante I Academy** – Replace Monument Sign, Repair Play Structure Play Surface, Installation of Shade Structure
7. **Other Projects** – Managed concurrently during the Agreement period

KCS fee is based on the hourly rates schedule included in our existing Agreement.

Construction Phase	$89,891.00
Reimbursables	$ 2,500.00

- Printing/Copies
- Office Supplies
- Local Mileage (to/from office and school sites)

The fee proposal excludes expenses for office space, utilities, mobilization/demobilization, etc.

See attached breakdown of fees, spread across the schools, projects and staff.

Please let me know if you need any further breakdown of labor or materials. Thank you
Sincerely,

Dave Watson, Principal-in-Charge
M: 530-802-6911
E: dwatson@kleinfelder.com

AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

BETWEEN

ALUM ROCK UNION SCHOOL DISTRICT

AND

KLEINFELDER CONSTRUCTION SERVICES, INC

FOR

MULTIPLE PROJECTS

August 15, 2022

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AGREEMENT FOR CONSTRUCTION MANAGEMENT SERVICES

This Agreement for Construction Management Services ("Agreement") is made as of August 15, 2022, between the Alum Rock Union School District, a California public school district ("District"), and Kleinfelder Construction Services ("CM") (both collectively "Parties"), for the following project ("Project"):

The construction administration of Multiple Projects.

See **Exhibit A** for detailed Project scope.

The Project may include multiple components. Any one of the components or combination thereof may be changed, including terminated, as indicated herein, without changing in any way the remaining component(s) or this Agreement. The provisions of this Agreement shall apply to each component without regard to the status of the remaining component(s). CM shall invoice for each component separately and District shall compensate CM for each component separately on a proportionate basis based on the level and scope of work completed for each component.

For and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

ARTICLE 1. Definitions

1.1 In addition to the definitions above, the following definitions for words or phrases shall apply when used in this Agreement, including all Exhibits:

1.1.1 **Agreement:** The Agreement consists exclusively of this document and all identified exhibits attached and incorporated by reference.

1.1.2 **Architect:** The architect(s) that District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s).

1.1.3 **As-Built Drawings ("As-Builts"):** Any document prepared and submitted by District Contractor that details on a Conforming Set, the actual construction performed during the Project, including changes necessitated by Construction Change Documents and change orders, and detailed by District's construction Contractor on a Conforming Set.

1.1.4 **Board:** District's Governing Board.

1.1.5 **Conforming Set:** The plans, drawings, and specifications at the end of the Bidding Phase that incorporate all addenda, if any, issued during the Bidding Phase.

1.1.6 **Construction Budget:** The total amount indicated by District for the Project plus all other costs, including design, construction, administration, financing, and all other costs.

1.1.7 **Construction Change Documents ("CCD"):** The documentation of changes to the DSA-approved construction documents.

1.1.8 **Construction Cost Budget:** The total cost to District of all elements of a Project designed or specified by the Architect, as adjusted during and at the end of the design phase in accordance with this Agreement and the Agreement for Architectural Services. The Construction Cost Budget does not include the compensation of the Project Design Team, the Program Manager, CM and any subconsultants, the cost of the land, rights-of-way, or financing which are the responsibility of District.

1.1.9 **Construction Manager:** The entity listed in the first paragraph of this Agreement.

1.1.10 **Consultant(s):** Any and all consultant(s), sub-consultant(s), subcontractor(s), or agent(s) to CM.

1.1.11 **Contractor:** One or more licensed and registered contractors under contract with District for construction of all or a portion of the Project.

1.1.12 **Design Team:** The Architect(s) that District designates as being the architect(s) for all or a portion of the Project, including all consultants to the Architect(s), plus all engineer(s) or other designer(s), who have a responsibility to District to design all or a portion of the Project either directly or as a subconsultant or subcontractor. The term Design Team includes the Design Professional in General Responsible Charge on this Project.

1.1.13 **DIR:** California Department of Industrial Relations.

1.1.14 **District:** The Alum Rock Union School District.

1.1.15 **District's Representative:** The individual identified herein that is authorized to act on District's behalf with respect to the Project. The initial District's Representative shall be **Kolvira Chheng, Assistant Superintendent of Business Services**. District may change District's Representative by notice as set forth herein.

1.1.16 **DSA:** Division of the State Architect in the California Department of General Services.

1.1.17 **Extra Services:** District-authorized Services outside of the scope in **Exhibit A** or District-authorized reimbursables not included in CM's fee.

1.1.18 **Fee:** CM's Fee is defined in Article 7 and payable as set forth in **Exhibit D**.

1.1.19 **Program:** The District's Measures J and I Bonds Program.

1.1.20 **Project(s):** The projects identified in the District's Bond Measure I Program.

1.1.21 **Program Manager:** Any program manager hired to perform program management services for District, including all Consultant(s) to the Program Manager.

1.1.22 **Project Inspector, Inspector of Record, IOR:** The agent of the DSA at the project site whose primary responsibility will be to ensure that the project is constructed in compliance with current codes; DSA-approved plans and specifications relating to fire life safety, structure, and accessibility; and quality controls required of a public works facility. The IOR will report to both the DSA and the Architect.

1.1.23 **Record Drawings:** A final set of drawings prepared by the Architect incorporating all changes from all As-Builts, sketches, details, and clarifications.

1.1.24 **Service(s):** All labor, materials, supervision, services, tasks, and work that CM is required to perform and that are required by, or reasonably inferred from, the Agreement, and that are necessary for the design and completion of the Project.

ARTICLE 2. Term

2.1 **Term:** This Agreement shall become effective on August 15, 2022, and, except as otherwise provided herein, will continue in effect until November 30, 2022.

ARTICLE 3. Scope, Responsibilities and Services of CM

3.1 **Scope:** CM shall provide the Services described herein and under **Exhibit A** for the Project.

3.2 **Standard of Care:** CM, its officers, agents, employees, subcontractors, Consultants and any persons or entities for whom CM is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing the same services for projects of the type, scope, and complexity of the Project. District's review, approval of, or payment for any of the Services required under this Agreement shall not be construed as assent that CM has complied, nor in any way relieve CM of compliance, with (i) the applicable standard of care, or (ii) applicable statutes, regulations, rules, guidelines and requirements.

3.3 **Coordination:** In the performance of CM's services under this Agreement, CM agrees that it will maintain coordination with District-designated representatives as may be requested and

desirable. This shall include, without limitation, coordination with all members of District's Design Team, the Project Inspector, and the Program Manager.

3.4 **Other Consultants:** If CM employs sub-consultant(s), CM shall ensure that its contract(s) with its sub-consultant(s) include language incorporating the terms of this Agreement.

3.5 **CM's as District Representative:** CM will act as District's agent to render the Services and furnish the work as described in **Exhibit A**, commencing with the receipt of a written Notice to Proceed signed by District Representative. CM's services will be completed in accordance with the schedule attached as **Exhibit C**. During the Project's Construction Phase, District may require that the Contractors submit all notices and communication relating to the Project directly to CM.

3.6 **Review of District's Facilities Master Plan:** CM will review District's Facilities Master Plan for District and other written materials District makes available by District to CM to understand fully the nature, extent and intent of the Facilities Plan and the Project.

3.7 **Review of Measures J and I:** CM will review Measures J and I and other written materials made available by District to CM that relate to Measures J and I to fully understand the extent of funding available to implement District's Master Facilities Plan for District, the anticipated schedule for issuance of Bonds under Measures J and I relative to the anticipated design, bidding and construction of projects.

3.8 **Expansion of Work based on Additional Funds:** Should the Board decide to expand the scope of the Program and/or supplement the Construction Budget based upon availability of additional funds, CM agrees to perform the additional scope of work under the fee and cost terms of this Agreement.

3.9 **Conflicts of Interest Prohibited:**

3.9.1 CM understands that District officials and employees are prohibited from involvement in decisions in which they may have a financial interest pursuant to Government Code sections 1090 and 87100 et seq., and certifies that it does not know of any facts indicating that any District official or employee has an ownership or other financial interest, direct or indirect, in this Agreement. Further, CM hereby certifies that no current District official or employee of District, and no one who has been a District official or employee of District within the past two years has participated in bidding, selling or promoting this Agreement. CM understands that in addition to the remedies available at law, that any failure to provide an accurate certification or any violation of this provision shall make the Agreement voidable by District.

3.9.2 CM shall not be permitted to submit proposals or otherwise seek contracts for the following services to be procured by District in connection with any project covered by this Agreement: Design Professional, IORs or Test/Inspection. If CM identifies potential Design Professionals, Project Inspectors or Test/Inspection services in connection with a project, CM shall affirmatively and unequivocally represent and warrant to District that neither CM nor any person who holds equity interest in CM's organization is a former or current holder of any equity interest in the firm identified or has any financial interest in the firm identified. District reserves the sole discretion to waive this subsection's requirements on a case-by-case basis.

ARTICLE 4. CM Staff

4.1 District selected CM to perform the Services because of CM's skills and expertise of key personnel.

4.2 CM agrees that the following key personnel in CM's firm shall be associated with the Project and perform the Services in the following capacities:

Principal In Charge:	Dave Watson
Sr. Project Director:	Dane Ruddell
Sr. Construction Manager:	Jerilyn Larson
Estimator:	Leland Saylor & Associates
Sr. Construction Manager:	Tom Fakner
Construction Manager:	
Project Manager:	
Scheduler:	
Other:	

4.3 CM shall not change any of the key personnel listed above without District's prior written approval, unless said personnel cease to be employed by CM. Regardless of the reason for the change in key personnel, District shall be allowed to interview and retains the right to approve replacement personnel.

4.4 If any designated lead or key person fails to perform to the satisfaction of District, then upon District's written notice, CM will have seven (7) calendar days to remove that person from the Project and shall provide a replacement person acceptable to District.

4.4.1 All lead or key personnel for any Consultant must also be designated by the Consultant and are subject to all conditions stated in this Agreement.

4.5 CM represents that CM has no existing interest and will not acquire any interest, direct or indirect, that could conflict in any manner or degree with the performance of Services required under this Agreement. CM agrees further that no person having any such interest shall be employed by CM.

ARTICLE 5. Schedule of Work

CM shall commence work under this Agreement upon receipt of a Notice to Proceed and shall prosecute the work diligently as described in **Exhibit A** so as to proceed with and complete the Services in compliance with the schedule attached as **Exhibit C**. Time is of the essence and failure of CM to perform work on time as specified in this Agreement is a material breach of this Agreement.

ARTICLE 6. Construction Cost Budget

6.1 CM shall have responsibility, along with the Architect, to develop, review, and reconcile the Construction Cost Budget per Project with the Architect and District throughout the design process and construction.

6.2 The Construction Cost Budget shall be the total cost to District of all Project elements the Design Team designs or specifies.

6.3 CM shall work cooperatively with the Project Design Team throughout the Project, including but not limited to, the Schematic Design Phase, Design Development Phase, and Construction Documents Phase, as described in **Exhibit A**, so that the Project's construction cost as designed by the Project Design Team will not exceed the Construction Cost Budget, as may be adjusted subsequently with District's written approval. CM shall notify District if it believes the Project's construction cost of the work by the Project Design Team will exceed the Construction Cost Budget, and/or if it believes the construction cost as designed will exceed the Construction Cost Budget. CM, however, shall not perform or be responsible for any design or architectural services.

6.4 Evaluations of District's Construction Budget, and CM's preliminary and detailed cost estimates, represent CM's best judgment as a professional familiar with the construction industry.

6.5 If the Bidding Phase has not commenced within ninety (90) days after DSA approval of the plans and specifications, the Construction Cost Budget may be adjusted at District's request to reflect changes in the general level of prices in the construction industry between the date of submission of the Construction Documents to District and the date on which proposals are sought.

6.6 District may, in its sole discretion, do one, or a combination, of the following if any of the events in Article 6.7 occur:

6.6.1 Instruct Design Team to revise the drawings and specifications (in scope and quality as approved by District) to bring the Project within the Construction Cost Budget for re-bidding. CM will perform cost estimation, value engineering, constructability reviews, and/or bidding support at no additional cost to District.

6.6.2 Authorize CM to re-negotiate and/or re-bid the Project, when appropriate, within three (3) months' time of receipt of bids, at no additional cost to District (exclusive of District and other agencies' review time).

6.6.3 Give CM written approval of an agreed adjustment to the Construction Cost Budget.

6.6.4 Terminate this Agreement if the Project is abandoned by District without further obligation by either party.

6.7 If any of the following events occur, District may exercise anyone, or any combination, of the actions set forth in Article 6.6 above:

6.7.1 The lowest responsive base bid received is five percent (5%) or more in excess of the Construction Cost Budget or

6.7.2 The combined total of base bid and all additive alternates equal or exceed ten percent (10%) of the Construction Cost Budget; or

6.7.3 The Construction Cost Budget increases in phases subsequent to the Schematic Design Phase due to reasonably foreseeable changes in the condition of the construction market in Bay Area, in so far as these have not been caused by Acts of God, earthquakes, strikes, war, or energy shortages due to uncontrollable events in the world economy.

ARTICLE 7. Fee and Method of Payment for Basic Services

7.1 District shall pay CM an amount not to exceed Eighty Nine Thousand Nine Hundred Eighty One Dollars ($89,981) for all services contracted for under this Agreement and based on the Fee Schedule set forth in **Exhibit D**.

7.2 District shall pay CM the Fee pursuant to the provisions herein and the method of payment set forth in **Exhibit D**.

7.3 CM shall bill its work under this Agreement on a percent of completion basis in accordance with **Exhibit D**.

7.4 No increase in fee will be due from change orders generated during the construction period to the extent caused by CM's error(s) or omission(s).

7.5 CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in the performance hereof as indicated in **Exhibit D**, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location, offices, per diem expenses, printing, providing or shipping of deliverables in the quantities set forth in **Exhibit A**.

ARTICLE 8. Payment for Extra Services

8.1 Any charges for Extra Services shall be paid by District as described in **Exhibit B** at the rates set forth in **Exhibit D** only upon certification of District's prior written authorization of the claimed Extra Services and the Extra Services have been satisfactorily completed.

8.2 CM shall submit to District a written proposal describing the proposed scope of services and listing the personnel, labor duration, rates, and cost. CM shall proceed with Extra Services only upon receiving District's prior written authorization. CM will not be entitled to any compensation for Extra Services performed prior to receiving District's written authorization.

8.3 If CM performs any Extra Services without District's authorized representative's prior written authorization, District will not be obligated to pay for such Extra Services. The foregoing provision notwithstanding, CM will be paid by District as described in **Exhibit B** for Extra Services District's authorized representative verbally requests, provided CM confirms such request in writing pursuant to the notice requirements of this Agreement, and proceeds with such Extra Services not earlier than two (2) business days after District receives CM's written confirmation of the request.

ARTICLE 9. Ownership of Data

9.1 All of CM's work product prepared or generated in connection with this Agreement is District's property.

9.2 Upon District's request, CM shall make available to District all work product completed or in progress at the time of such a request.

9.3 After Project completion or, if District exercises the right to terminate this Agreement pursuant to the Agreement terms, CM shall assemble and deliver to District within five (5) calendar days of District's written request, all of CM's work product of the generated, prepared, reviewed or compiled in connection with this Agreement and the Services and authorized Extra Services hereunder. This includes, without limitation, all CM generated documents, copies of all documents CM exchanged with or copied to or from all other Project participants, and all closeout documents. CM shall be index and organize appropriately said Project records for easy use by District personnel.

9.4 All Project records are District property, whether or not those records are in CM's possession. District retains all rights to all copyrights, designs, and other intellectual property embodied in the plans,

record drawings, specifications, estimates, and other documents that CM or its Consultants prepare or cause to be prepared pursuant to this Agreement. Notwithstanding the preceding sentence, CM and its Consultants shall be entitled to reuse work product generated under this Agreement.

ARTICLE 10. Termination of Contract

10.1 District's Request for Assurances: If District at any time reasonably believes CM is or may be in default under this Agreement, District may in its sole discretion notify CM of this fact and request written assurances from CM of performance of Services and a written plan from CM to remedy any potential default under the terms this Agreement that District may advise CM of in writing. CM shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets District's requirements in its request for assurances. CM's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Agreement sufficient to justify termination for cause.

10.2 District's Termination of CM for Cause: If CM fails to perform CM's duties to District's satisfaction, or if CM fails to fulfill in a timely and professional manner CM's material obligations under this Agreement, or if CM violates any of the material terms or provisions of this Agreement, District shall have the right to terminate this Agreement effective immediately upon District giving CM written notice thereof. In the event of a termination pursuant to this subdivision, CM may invoice District for all work performed until the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to District's costs because of CM's actions, errors, or omissions.

10.3 District's Termination of CM for Convenience: District shall have the right in its sole discretion to terminate this Agreement for its own convenience. In the event of a termination for convenience, CM may invoice District and District shall pay all undisputed invoice(s) for work performed until the notice of termination. This shall be the only amount(s) potentially owing to CM if there is a termination for convenience.

10.4 CM's Termination of Agreement for Cause: CM has the right to terminate this Agreement if District does not fulfill its material obligations under this Agreement and fails to cure such material default within sixty (60) days of receipt of written notice of said defaults, or if the default cannot be cured within sixty (60) days, commence to cure such default, diligently pursue such cure, and complete the cure within a reasonable time following written notice and demand from CM. Such termination shall be effective after receipt of written notice from CM to District.

10.5 Effect on Pre-Termination Services: Except as indicated in this Article, termination shall have no effect upon any of the rights and

obligations of the Parties arising out of any transaction occurring prior to the effective date of such termination.

10.6 Ceasing Services upon Termination: If, at any time in the progress of performing Services under this Agreement, District determines that CM's Services should be terminated, CM, upon District's written notice of such termination, shall immediately cease providing Services, except to transfer files as directed by District. District shall pay CM only the fee associated with the Services provided and approved by District since the last paid invoice and up to the notice of termination.

10.7 Project Suspension: If the Project is suspended by District for more than one hundred and eighty (180) consecutive days, CM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the schedule shall be adjusted, and CM's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of CM's Services. CM shall make every effort to maintain the same Project personnel after suspension.

ARTICLE 11. Indemnity

11.1 To the furthest extent permitted by California law, CM shall indemnify and hold free and harmless District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim") that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CM, its officers, employees, subcontractors, consultants, or agents, including without limitation, the payment of all consequential damages. CM shall also, to the furthest extent permitted by California law, defend the Indemnified Parties at CM's own expense, including attorneys' fees and costs, from any and all Claim(s) and allegations relating thereto with counsel approved by District where such approval is not to be unreasonably withheld.

11.2 CM shall pay and satisfy any judgment, award, or decree that may be rendered against the Indemnified Parties in any Claim. CM's obligation pursuant to Article 11.1 includes reimbursing District for the cost of any settlement paid by the Indemnified Parties and for any and all fees and costs, including but not limited to, legal fees and costs, expert witness fees, and consultant fees, incurred by the Indemnified Parties in the defense of any Claim(s), or to enforce the indemnity herein. CM's obligation to indemnify shall not be restricted to insurance proceeds.

11.3 District may withhold from amounts owing to CM any and all costs that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of CM.

ARTICLE 12. Conduct on Project Site and Fingerprinting

12.1 Unacceptable and/or loud language will not be tolerated. "Cat calls" or other derogatory language toward students or public will not be allowed.

12.2 Drugs, alcohol, and smoking on District property are strictly prohibited. No drugs, alcohol and/or smoking are allowed at any time in any building and/or grounds on District's property. No students, staff, visitors or contractors are to use drugs on District's property.

12.3 Pursuant to Education Code section 45125.1, the Fingerprinting/Criminal Background Investigation Certification (**Exhibit F**) must be completed and attached to this Agreement prior to CM's performing of any portion of the Services. CM expressly acknowledges that the following conditions shall apply to any work performed by CM and/or CM's employees on a school site:

12.3.1 All site visits shall be arranged through District;

12.3.2 CM and CM's employees shall inform District of their proposed activities and location at the school site, allowing District time to arrange site visits without a disruption to the educational process;

12.3.3 CM and/or CM's employees shall check in with the school office each day immediately upon arriving at the school site;

12.3.4 Once at such location, CM and CM's employees shall not change locations without contacting District;

12.3.5 CM and CM's employees shall not use student restroom facilities; and

12.3.6 If CM and CM's employees find themselves alone with a student, CM and CM's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

12.4 For all workers on District property, CM shall comply with all applicable federal, state and local laws regarding COVID-19. Further, except to the extent the Order provides otherwise, CM and CM's personnel shall continue to comply with all other applicable terms in the CDPH's State Public Health Officer Orders.

12.5 **COVID-19 Vaccination / Testing Requirements.**

Vaccination Requirements

CM shall fill out, sign, date and submit to District the COVID-19 Vaccination Certification Form (**Exhibit G**).

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or

Moderna or vaccine authorized by the World Health Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, PM/CM shall only accept the following as proof of vaccination:

(a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided, and date last dose administered);

(b) a photo of a Vaccination Record Card as a separate document;

(c) a photo of a Vaccination Record Card stored on a phone or electronic device;

(d) documentation of COVID-19 vaccination from a health care provider;

(e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader's name, date of birth, vaccine dates and vaccine type; or

(f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, CM may accept the documentation presented in (a) through (f) above as valid.

CM shall have a plan in place for tracking verified CM personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

CM personnel, including any and all tiers of consultant, subcontractor, supplier, and any other personnel entering the Project site(s), who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

CM shall ensure that CM personnel, including any and all tiers of consultant, subcontractor, supplier, and any other worker entering the Project site(s), who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

(a) CM personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.

(b) Unvaccinated or not fully vaccinated CM personnel must also

observe all other infection control requirements, and are not exempted from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

CM shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

ARTICLE 13. Responsibilities of District

13.1 District shall examine the documents submitted by CM and shall render decisions so as to avoid unreasonable delay in the process of CM's Services.

13.2 District shall provide to CM as complete information as is available to District regarding District's Project requirements.

13.3 District shall retain design professional(s) whose services, duties and responsibilities will be described in written agreement(s) between District and design professional(s).

13.4 Unless the contract documents require that Contractor provide any of the following, District shall, in a timely manner, and with CM's assistance, secure, submit and pay for necessary approvals, easements, assessments, permits and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities, subject to CM's and/or the Design Team's duties to recommend or provide same.

13.5 District, its representatives, and consultants shall communicate with the Contractor either directly or through CM.

13.6 District shall designate an officer, employee and/or other authorized representatives to act on District's behalf with respect to the Project. District's Project representative shall be available during working hours and as often as may be required to render decisions and to furnish information in a timely manner.

ARTICLE 14. Liability of District

14.1 Other than as provided in this Agreement, District's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

14.2 CM shall pay to District any and all costs incurred by District, or for which District may become liable, to the extent caused by negligent delays, acts, or omissions of CM in its performance of its Services.

14.3 District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by CM, or by its employees, even though such equipment be furnished or loaned to CM by District.

14.4 CM hereby waives any and all claim(s) for recovery from District under this Agreement, which loss or damage is covered by valid and collectible insurance policies. CM agrees to have its required insurance policies endorsed to prevent the invalidation of insurance coverages by reason of this waiver. This waiver shall extend to claims paid, or expenses incurred, by CM's insurance company on District's behalf.

ARTICLE 15. Insurance

15.1 CM shall procure, prior to commencement of Services, and will maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by CM, their agents, representatives, employees and sub-consultant(s). CM's liabilities, including but not limited to, CM's indemnity or defense obligations under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and CM's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement, as required or when requested, may be treated by District, subject to its sole discretion, as a material breach of contract.

15.2 **Minimum Scope and Limits of Insurance**: Coverage shall be at least as broad as the following scopes and limits:

15.2.1 **Commercial General Liability.** Two million dollars ($2,000,000) per occurrence for bodily injury, personal injury, property damage, death, advertising injury, and medical payments arising from the performance of any portion of the Services. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this Project/location or the general aggregate limit shall be twice the required occurrence limit.

15.2.2 **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per occurrence.

15.2.3 **Workers' Compensation**. Statutory limits required by the State of California. For all of CM's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, CM shall keep in full force and effect, a Workers' Compensation policy. CM

shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.2.4 **Employer's Liability.** One million dollars ($1,000,000) per accident for bodily injury or disease. For all of CM's employees who are subject to this Agreement, CM shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of Two million dollars ($2,000,000) per occurrence. CM shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.2.5 **Professional Liability**. This insurance shall cover CM and its sub-consultant(s), if any, for one million dollars ($1,000,000) aggregate limit subject to no claim deductible, coverage to continue through completion of construction plus three years thereafter. The policy must contain terms or endorsements extending coverage that requires the insurer to defend and indemnify for acts which happen before the effective date of the policy provided the claim is first made during the policy period.

15.3 District reserves the right to modify the limits and coverages described herein, with appropriate credits or charges to be negotiated for such changes.

15.4 **Deductibles and Self-Insured Retention**: Any deductibles or self-insured retention exceeding Twenty-Five Thousand Dollars ($25,000) must be declared to and approved by District. At the option of District, either:

15.4.1 District can accept the higher deductible;

15.4.2 CM's insurer shall reduce or eliminate such deductibles or self-insured retention as respects District, its officers, officials, employees and volunteers; or

15.4.3 CM shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

15.5 **Other Insurance Provisions**: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

15.5.1 All policies except for the worker's compensation, employer's liability and professional liability insurance policy shall be written on an occurrence form.

15.5.2 District, its representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as additional insureds as respects liability arising out of activities performed by or on behalf of CM; Instruments of Service and completed operations of CM; premises owned, occupied or used by CM; or automobiles owned, leased, hired or borrowed by CM. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. All endorsements shall waive any right to subrogation against any of the Additional Insureds.

15.5.3 Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.

15.5.4 CM shall pay all insurance premiums, including any charges for required waivers of subrogation or the endorsement of additional insureds. If CM fails to maintain insurance, District may take out comparable insurance, and deduct and retain amount of premium from any sums due CM under the Agreement.

15.5.5 CM's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

15.5.6 Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled, not renewed, or material change in coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to District.

15.5.7 CM's insurance coverage shall be primary and non-contributory insurance as respects the Additional Insureds with respect to any claims related to, arising out of, or connected with the Project. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of CM's insurance and shall not contribute with it.

15.5.8 CM shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

15.5.9 CM shall require all subconsultants to maintain the level of insurance CM deems appropriate with respect to the consultant's scope of the Work unless otherwise indicated in the Agreement. CM shall cause the subconsultants to furnish proof thereof to District within ten (10) days of District's request. Should CM not require subconsultants to provide the same level of insurance as is required of

CM, as provided in this Agreement, CM is not relieved of its indemnity obligations to District or fulfilling its insurance requirements as provided in this Agreement.

15.5.10 If CM normally carries insurance in an amount greater than the minimum amounts required herein, that greater amount shall become the minimum required amount of insurance for purposes of the Agreement. Therefore, CM hereby acknowledges and agrees that all insurance carried by it shall be deemed liability coverage for all actions it performs in connection with the Agreement.

15.6 **Acceptability of Insurers**: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII. CM shall inform District in writing if any of its insurer(s) have an A.M. Best's rating less than A:VII. At the option of District, District may either:

15.6.1 Accept the lower rating; or

15.6.2 Require CM to procure insurance from another insurer.

15.7 **Verification of Coverage**: Prior to commencing with its provision of Services under this Agreement, but no later than three (3) calendar after the Notice of Award, CM shall furnish District with:

15.7.1 Certificates of insurance showing maintenance of the required insurance coverage;

15.7.2 Original endorsements affecting coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by District before work commences.

15.8 **Copy of Insurance Policy(ies):** Upon District's request, CM will furnish District with a copy of all insurance policies related to its provision of Services under this Agreement.

ARTICLE 16. Nondiscrimination

CM agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Consultant and all of its subcontractors. In addition, Consultant agrees to require like compliance by all of its subcontractor(s).

ARTICLE 17. Covenant Against Contingent Fees

CM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CM, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for CM, any fee,

commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration or otherwise recover the full amount of such fee, commission, percentage fee, gift, or contingency.

ARTICLE 18. Entire Agreement/Modification

This Agreement, including the Exhibits hereto, supersedes all previous contracts and constitutes the entire understanding of the Parties hereto. CM shall be entitled to no benefit other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both Parties. CM specifically acknowledges that in entering into this Agreement, CM relies solely upon the provisions contained in this Agreement and no others.

ARTICLE 19. Non-Assignment of Agreement

This Agreement is intended to secure CM's specialized services. CM may not assign, transfer, delegate or sublet any interest therein without District's prior written consent. Any assignment, transfer, delegation or sublease without District's prior written consent shall be considered null and void.

ARTICLE 20. Law, Venue

20.1 This Agreement has been executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California.

20.2 To the fullest extent permitted by California law, Santa Clara County shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

ARTICLE 21. Dispute Resolution

21.1 All claims, disputes or controversies arising out of, or in relation to the interpretation, application or enforcement of this Agreement may be decided through mediation as the first method of resolution. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice.

21.2 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, CM shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to CM's right to bring a civil action against District. For purposes of those provisions, the running of the time within which a claim must be presented to District shall be tolled from the time CM submits its written claim

until the time the claim is denied, including any time utilized by any applicable meet and confer process.

21.3 Notwithstanding any disputes, claims or other disagreements between CM and District, CM shall continue to provide and perform Services hereunder pending a subsequent resolution of such disputes.

ARTICLE 22. Tolling of Claims

CM agrees to toll all statutes of limitations for District's assertion of claims against CM that arise out of, pertain to, or relate to Contractors' or subcontractors' claims against District involving CM's work, until the Contractors' or subcontractors' claims are finally resolved.

ARTICLE 23. Severability

If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 24. Employment Status

24.1 CM shall, during the entire term of Agreement, be construed to be an independent contractor and nothing in this Agreement is intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow District to exercise discretion or control over the professional manner in which CM performs the Services which are the subject matter of this Agreement; provided always, however, that the Services to be provided by CM shall be provided in a manner consistent with all applicable standards and regulations governing such Services.

24.2 CM understands and agrees that CM's personnel are not and will not be eligible for: membership in, or to receive any benefits from, any District group plan for hospital, surgical or medical insurance; membership in any District retirement program; paid vacation, paid sick leave or other leave, with or without pay; or any other benefits which accrue to a District employee.

24.3 Should District, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Department, or both, determine that CM or any employee of CM is an employee of District for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by CM which can be applied against this liability). District shall then forward those amounts to the relevant taxing authority.

24.4 Should a relevant taxing authority determine a liability for past services performed by CM for District, upon notification of such fact by District, CM shall promptly remit the amount due or arrange with

District to have the amount due withheld from future payments to CM under this Agreement (again, offsetting any amounts already paid by CM which can be applied as a credit against that liability).

24.5 A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, CM shall not be considered an employee of District. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine CM is an employee for any other purpose, then CM agrees to a reduction in District's liability resulting from this Agreement pursuant to principles similar to those stated in the foregoing paragraphs so that the total expenses of District under this Agreement shall not be greater than they would have been had the court, arbitrator, or administrative authority determined CM was not an employee.

24.6 Nothing in this Agreement shall operate to confer rights or benefits on persons or entities not a party to this Agreement.

ARTICLE 25. Warranty of CM

25.1 CM warrants that CM is properly licensed and/or certified under the laws and regulations of the State of California to provide the Services that it has herein agreed to perform. CM further warrants that all of the work CM performs under this Agreement shall comply with all applicable laws, rules, regulations and codes of the United States and the State of California. CM also warrants that it shall comply with all applicable ordinances, regulations, and resolutions of Santa Clara County, California.

25.2 CM certifies that it is aware of the provisions of the California Labor Code of the State of California, requiring every employer to be insured against liability for workers compensation or to undertake self-insurance in accordance with the provisions of that code, and it certifies that, if applicable, it will comply with those provisions before commencing the performance of the work of this Agreement.

25.3 To the extent that the work performed under this contract is subject to labor compliance and enforcement by the DIR, CM specifically acknowledges and understands that it shall perform the Services while complying with all applicable provisions of Division 2, Part 7, Chapter 1 of the Labor Code and Title 8 of the California Code of Regulations, including all applicable prevailing wage requirements.

ARTICLE 26. Cost Disclosure - Documents and Written Reports

CM shall be responsible for compliance with California Government Code section 7550, if the total cost of the Agreement is over five thousand dollars ($5,000).

ARTICLE 27. Communications / Notice

Notices and communications between the Parties to this Agreement may be sent to the following addresses by registered or certified mail with postage

prepaid, return receipt requested, by overnight delivery service, or by personal delivery:

District:	**CM:**
Alum Rock Union School District 2930 Gay Avenue San Jose, CA 95127 ATTN: Kolvira Chheng Assistant Superintendent of Business Services EMAIL: kolvira.chheng@arusd.org	_____ _____ _____ ATTN: _____ EMAIL: _____

With a Copy to:
Dannis Woliver Kelley
200 California Street #400
San Francisco, CA 94111
ATTN: Deidree Sakai, Esq.

If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for. If notice if given by overnight delivery service, it shall be considered delivered on the date stated in the proof of delivery.

CM and District, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent.

ARTICLE 28. Disabled Veteran Business Enterprise Participation

Pursuant to section 17076.11 of the Education Code, District has a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of funds expended each year by District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act (the "Act"). This Project may use funds allocated under the Act. Therefore, CM, before it executes the Agreement, shall provide to District certification of compliance with the procedures for implementation of DVBE contracting goals, appropriate documentation identifying the amount(s) intended to be paid to DVBEs in conjunction with the contract, and/or documentation demonstrating CM's good faith efforts to meet these goals.

ARTICLE 29. District's Right to Audit

29.1 District retains the right to review and audit, and the reasonable right of access to CM's and any Consultant's premises to review and audit CM's compliance with the provisions of this Agreement ("District's Right"). District's Right includes the right to inspect, photocopy, and to retain copies, outside of CM's premises, of any and all Project-related records and other information with appropriate safeguards, if such retention is deemed necessary by District in its sole discretion. District shall keep this information confidential, as allowed by applicable law.

29.2 District's Right includes the right to examine any and all books, records, documents and any other evidence of procedures and practices that District determines is necessary to discover and verify whether CM is in compliance with all requirements of this Agreement.

29.3 If there is a claim for additional compensation or for Extra Services, District's Right includes the right to examine books, records, documents, and any and all other evidence and accounting procedures and practices that District determines is necessary to discover and verify all direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

29.4 CM shall maintain complete and accurate records in accordance with generally accepted accounting practices in the industry. CM shall make available to District for review and audit all Project-related accounting records and documents and any other financial data. Upon District's request, CM shall submit exact duplicates of originals of all requested records to District.

29.5 CM shall include audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all Consultants.

29.6 CM shall comply with these provisions within fifteen (15) days of District's written request to review and audit any or all of CM's Project-related records and information.

ARTICLE 30. Other Provisions

30.1 CM shall be responsible for the cost of construction change orders caused directly by CM's willful misconduct or negligent acts, errors or omissions. Without limiting CM's liability for indirect or consequential cost impacts, the direct costs for which CM shall be liable shall equal its proportionate share of the difference between the cost of the change order and the reasonable cost of the work had such work been a part of the originally prepared Construction Documents. These amounts shall be paid by CM to District or District may withhold those costs from amounts due or to become due to CM.

30.2 Neither District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and CM shall remain liable to District in accordance with this Agreement for all damages to District caused by CM's failure to perform any of the Services furnished under this Agreement to the standard of care of CM for its Services, which shall be, at a minimum, the standard of care of construction managers performing similar work for California public school districts at or around the same time and in or around the same geographic area of District.

30.3 CM shall share, credit, or reimburse District fifty percent (50%) of the amount of any tax deduction and/or credit CM receives for District Projects under the Commercial Buildings Energy-Efficiency Tax Deduction, 26 U.S. Code § 179D ("Section 179D"). CM shall provide District with all necessary documentation to enable District to verify the amounts of the Section 179D tax deduction. CM shall notify District in writing of the Section 179D tax deduction within 30 days of when CM receives IRS notice of the Section 179D tax deduction or receives the Section 179D tax refund, whichever occurs first.

30.4 Each party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each party acknowledges that the drafting of this Agreement was the product of negotiation, that no party is the author of this Agreement, and that this Agreement shall not be construed against any party as the drafter of the Agreement.

30.5 The individual executing this Agreement on behalf of CM warrants and represents that she/he is authorized to execute this Agreement and bind CM to all terms hereof.

30.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. A facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Agreement binding all the Parties hereto.

ARTICLE 31. Exhibits.

Exhibits A through G attached hereto are hereby incorporated by this reference and made a part of this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated below.

ALUM ROCK UNION SCHOOL DISTRICT

Date: _____, 2022

By: _____

Title: _____

KLEINFELDER CONSTRUCTIONS SERVICES, INC.

Date: August 15, 2022



By: Dave Watson

Title: Vice President, West Region PM/CM

EXHIBITS A - E

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

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EXHIBIT A

RESPONSIBILITIES AND SERVICES OF CONSTRUCTION MANAGER

Construction Manager ("CM") shall provide professional services necessary for completing the following:

1. BASIC SERVICES

1.1. Provide work which shall comply with professional standards and applicable requirements of federal, state, and local law.

1.2. Monitor and advise District as to all material developments in the Project. Maintain reporting systems for scope, sequencing, scheduling, budgets and communication for the Project using existing District software, if applicable.

1.3. Be the focal point of all communication to and from construction Contractor(s).

1.4. Implement methods to budget and track all expenditures on the Project. CM shall generate monthly reports to District reflecting this information.

1.5. Prepare methods to track and report on schedule status for the Project. CM shall develop master schedules and milestone schedules for the Project, and shall report on same each month to District.

1.6. CM shall work cooperatively with District to anticipate and maintain a schedule of upcoming Board information and action items and shall prepare reports, background materials, and preliminary materials in District-specified format.

1.7. CM shall work cooperatively with the Design Team and District to:

1.7.1. Define and schedule the Project.

1.7.2. Provide Services that will result in the development of an overall Project strategy with regard to phases, construction schedules, timing, budget, prequalification, contactor and consultant procurement, construction materials, building systems, and equipment.

1.8. Organize an initial planning workshop to create baseline parameters for the Project(s), to define overall building requirements, Project(s) strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project(s), coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, Project Budget and Project schedule as well as identification of critical events and milestone activities.

1.9. Perform constructability reviews, determine construction feasibility, availability of materials and labor, time requirements for installation and construction, and factors related to cost, including costs of alternative designs, of materials, preliminary budgets, and possible economies.

1.10. Interface with the Contractor and all subcontractors during construction to ensure that District is provided with an acceptable Project and the best value for taxpayer dollars.

1.11. Advise District as to the regulatory agencies that have jurisdiction over any portion or all of the Project, and as to coordination with and implementation of the requirements of the regulatory agencies, including without limitation DSA.

1.12. Contract for or employ, at CM's expense, sub-consultant(s) to the extent deemed necessary for CM's services. Nothing in the foregoing shall create any contractual relationship between District and any sub-consultant(s) employed by CM under terms of this Agreement.

1.13. Cooperate with District, Board, and other professionals employed by District for the design, coordination or management of other work related to the Project, including District staff and consultants, project manager(s), citizens' oversight committee, other District committees, and the community to facilitate the timely completion of the Project within Board-approved budgets and to District design standards.

1.14. Chair, conduct and take minutes of periodic meetings between District and its design professional(s), the Site Committee meetings, and construction meetings during the course of the Project. CM shall invite District and/or its representative and the Project Inspector to participate in these meetings. CM shall keep meeting minutes to document comments generated in these meetings.

1.15. Develop for District approval a Project time schedule at the start of Project development that does the following:

1.15.1. Provides sufficient time for prequalification, and if necessary, the resolution of any appeals, bidding, and, if necessary, rebidding, or negotiating if applicable, the Project;

1.15.2. Coordinates and integrates the design professional(s)' design efforts with bidding schedules;

1.15.3. Includes realistic activity sequences and durations, allocation of labor and materials and delivery of products requiring long lead-time procurement; and

1.15.4. Takes into account District's occupancy requirements (showing portions of the Project having occupancy priority and ongoing operational occupancy requirements).

1.16. Be responsible for the professional quality and technical accuracy of all cost estimates, constructability reviews, studies, reports, projections, opinions of the probable cost of construction, and other services furnished by CM under this Agreement as well as coordination with all Master Plans, studies, reports and other information provided by District to CM. CM shall, without additional compensation, correct or revise any errors or omissions in materials it generates.

1.17. Maintain a log of all meetings, site visits or discussions held in conjunction with the work of the Project, with documentation of major discussion points, observations, decisions, questions or comments. These shall be furnished to District and/or its representative for inclusion in the overall Project documentation.

1.18. Coordinate transmittal of documents to regulatory agencies for review and advise District of potential problems in completion of such reviews.

1.19. Prepare a bidders list for each bid package for approval by District.

1.20. Assistance with administration of the prequalification process;

1.21. Assistance in development of documents necessary or appropriate for bidding the Construction Contract for the Project;

1.22. Development of bidders' interest in a Project, including but not limited to telephonic and correspondence campaigns and preparing and placing notices and advertisements to solicit bids for the Project(s);

1.23. Assistance in conducting job walks and bidders' conferences and the maintenance and preparation of minutes of job walks or bidder's conferences;

1.24. Assistance in responding to bidders' inquiries and the development of bid addenda as necessary or appropriate;

1.25. Review of bid proposals for responsiveness to bid requirements, evaluation of bidder responsibility, and analysis of completed questionnaires;

1.26. Interviewing possible bidders, references, bonding agents and financial institutions;

1.27. Preparing recommendations for District for pre-qualification of prospective bidders;

1.28. Tabulations and evaluation of bid results along with a recommendation for award of the Construction Contract for a Project;

1.29. Assisting with resolution of any appeals;

1.30. For Lease Leaseback projects, coordinate Request for Qualifications/Proposals ("RFP") process and assist in negotiation of agreements, including, Site Lease and Facilities Lease with guaranteed maximum price; and

1.31. Preparation of agenda items for Board approval.

1.32. Provide documentation, pictures, and other information and assistance to District for District's use on a website for public access to show Project status.

1.33. Provide direction and planning to ensure Project adherence to applicable environmental requirements, such as those emanating from the Environmental Protection Agency ("EPA"), Cal/EPA, the California Environmental Quality Act ("CEQA"), and State of California laws, regulations and rules. CM shall comply with, and ensure that all Consultants, all Contractors and their subcontractors and design professionals and their subconsultants comply with, any storm water pollution prevention plans, other storm water management program and other environmental impact mitigation requirements that are approved by District and applicable to the Project, at no additional cost to District.

1.34. Cooperate and implement District's reporting to and interface with the Labor Commissioner's Office, including but not limited to:

1.34.1. Registering public works project with the Department of Industrial Relations (DIR) within thirty (30) days of the award, but in no event later than the first day in which a contractor has workers employed upon the public work;

1.34.2. Requiring proof of public works contractor registration before accepting a bid or awarding a contract; and

1.34.3. Reporting any suspected public works violations to the Labor Commissioner.

1.35. CM shall maintain accurate Project cost accounting records maintained with generally accepted accounting principles ("GAAP") on authorized work performed under unit costs, actual costs for labor and material, or other basis for maintaining required accounting records. CM shall provide accounting records to District on a monthly basis, or as reasonably requested by District. CM shall afford District access to these records and preserve these records for a period of three (3) years after final payment, at no cost to District.

1.36. Assist Architect with the preparation of an estimate of costs for all addenda and coordinate with Architect to submit the estimate to District for approval. Assist and coordinate with Architect as required to adjust the Construction Cost Budget and other Project costs as indicated in this Agreement and as required in the Agreement for Architectural Services.

1.37. Provide and maintain a management presence on the Project site.

1.38. CM is **NOT** responsible for:

1.38.1. Ground contamination or hazardous material analysis.

1.38.2. Any asbestos testing, design or abatement; however, it shall coordinate and integrate its work with any such information provided by District.

1.38.3. Compliance with the California Environmental Quality Act ("CEQA"), except that CM agrees to coordinate its work with that of any CEQA consultants retained by District, and the work of Contractor and the Design Team to provide current information for use in CEQA compliance documents and to identify and carry out mitigation measures.

1.38.4. Historical significance report.

1.38.5. Soils investigation.

1.38.6. Geotechnical hazard report.

1.38.7. Topographic survey, including utility locating services.

2. GENERAL PROJECT SERVICES

2.1 **General**: Monitor and advise District and Program Manager as to all material developments on the Project. CM shall implement with District approval reporting methods developed by Program Manager for schedules, cost and

budget status. CM shall be the focal point of all communication to and from construction Contractor and shall be copied on all communications between District and its Design Team.

2.2 **Scheduling**: Track and report on schedule status for Project. CM shall develop Project master schedules and milestone schedules, and review and approve Contractor project schedules and milestone schedules for the project per specifications, and shall report on same each month to District and Program Manager.

2.3 **Cost Controls**: Implement methods to track construction expenditures on the Project using methods developed by Program Manager. CM shall generate monthly reports to District reflecting this information.

3. PRECONSTRUCTION PHASE

3.1 To the extent requested by District or Program Manager, assist with providing overall coordination of the Project; serve as the focal point of communication, transmitting information to District and Design Team on general aspects of the Project, including planning, scheduling, cost management, progress reporting, design review, dispute resolution, and documentation. Communications from the construction Contractor to District and Design Team shall be through CM. CM shall receive simultaneous copies of all written communications from District or the Design Team to the construction Contractor.

3.2 To the extent requested by District or Program Manager, assist with the detailed definition of project scope, budget, and schedule, as needed. Review and reconcile cost estimates from the assigned architect and coordinate peer review estimates when requested by District. Advise District regarding owner-supplied equipment and other potential cost-saving measures.

3.3 To the extent requested by District or Program Manager, assist District in the solicitation and retention of design and engineering consultants, and coordinate design consultants' activities and delivery schedules, as needed. Provide value engineering and life cycle cost analysis.

3.4 Provide design-phase services in conjunction with the architecture firms awarded the Project by District. Work with the Architect to conform and refine designs to correlate designs to budget and Facilities Master Plan, if applicable. Review design documents for constructability, scheduling, consistency, and coordination during schematic and design development phases of work. Perform constructability reviews at appropriate stages of design. Assist with verification of site conditions. Expedite design reviews, including modifications. Keep accurate documentation of all discussions with users regarding scope and resolution.

3.5 Prepare and maintain a Construction Management schedule for the Project. Prepare a procurement plan and move in occupancy planning, where required.

3.6 To the extent requested by District or Program Manager, assist with monitoring and reporting to District on status of design and state approval in relation to the schedule for the Project. Attend meetings to coordinate design efforts for the Project. Assist in identifying and obtaining all necessary approvals.

3.7 To the extent requested by District or Program Manager, assist with soliciting proposals, evaluate, and recommend other professional consultants needed to complete the Project.

3.8 Implement District-approved implementation procedures, forms and reporting requirements for the Project that involve all members of the Project team, including District, Design Team, and construction Contractor.

3.9 Work with the Design Team and District to develop the final sizes, choice of materials, services and utilities and other detailed design and performance criteria of the Project.

3.10 To the extent requested by District or Program Manager, provide value engineering at the Schematic Design and/or 100% Design Development Phase. This evaluation will consist of a review of the proposed materials, equipment, systems and other items depicted in the design documents and shall be coordinated with District's design guidelines and design professional(s). CM will prepare a value engineering report documenting the results of the evaluation and make recommendations to District with respect to alternatives, deletions, or amendments of such proposed items that pertain to the anticipated construction costs, useful life, maintenance and operational costs and efficiencies. CM shall provide to District value engineering recommendations and cost/benefit analysis of those recommendations.

3.11 Perform or subcontract for constructability reviews of the Project at the Design Development Phase and at 90% of the Construction Documents Phase. CM shall review the design documents for clarity, consistency, constructability and coordination. The results of the review shall be provided in writing and as notations on the documents to District. CM shall also make recommendations to District with respect to constructability, construction cost, sequence of construction, and construction duration.

3.12 Develop master bid/award schedule(s) including construction milestones for the Project through the completion of construction, as directed by District, in coordination with design professional(s) and advise and consult with District. CM shall review and approve construction Contractor's schedules, but shall not dictate any construction Contractor's means and/or methods of performance.

3.13 Establish schedules for any Consultant, and for any hazardous materials or other testing, and review costs, estimates, and invoices of each.

3.14 Implement a management control system to support such functions as planning, organizing, scheduling, budgeting, reporting progress, and identifying and documenting problems and solutions for the Project. Prepare monthly progress reports for District regarding the schedule for the Project.

3.15 To the extent requested by District or Program Manager, organize an initial planning workshop to create baseline parameters for the Project, to define overall building requirements, Project strategy, conceptual budget and schedule. Pursuant to understandings reached at these meetings, CM will develop an implementation plan that identifies the various phases of the Project, coordination among phases, and budget and time constraints for each phase of the Project. The plan will include a detailed strategy, master budget and master schedule as well as identification of critical events and milestone

activities.

3.16 To the extent requested by District or Program Manager, provide updated cost estimates for the Project at the Schematic Design, Design Development, and Construction Documents Phases as directed by District; coordinate with design professional(s) and reconcile cost estimates with design professional(s)' estimates.

3.17 Advise District regarding "green building" technology and lifecycle costing, when applicable.

3.18 Fully coordinate all changes requested by any utility company needed to complete the Project.

3.19 Review and tailor District's front-end documents for the Project. Recommend the number of days required for the construction phase (and any sub-phases, such as hazardous material abatement) and recommend the amount of the liquidated damages.

4. PRE-BID PHASE

4.1 Develop master schedules and construction schedules for the Project. Develop budget(s) for the Project based on construction cost estimates.

4.2 In consultation with District and according to District-approved policies, procedures, and standards, implement procedures, forms, and reporting requirements for the Project. Establish, accordingly, a communications procedure for the Project that allows for decision making at appropriate levels of responsibility and accountability.

4.3 Work with the Program Manager and Design Team to modify or add to standard, special, or general conditions for contract documents that might be needed for unique Project or contract conditions, for District's approval, and/or assist in the development of documents necessary for the bidding phase.

4.4 To the extent requested by District or Program Manager, make recommendations for development and implementation of procedures to comply with applicable bidding or RFP requirements for the Project as applicable and for expediting completion of the bidding process for the Project. The scope of the foregoing includes without limitation, recommendations of CM with respect to: (a) pre-qualification of potential contractors; (b) combination of two or more of the Projects for design, bidding and/or construction purposes; and (c) alternative construction delivery approaches for the Project, including consideration of a single general contractor and/or Lease Leaseback approach to construction for each Project.

5. BIDDING PHASE

5.1 To the extent requested by District or Program Manager, assist with pre-qualification process for the selection of prime and/or sub-contractors based on the detailed definition of Project scope, budget, schedule, and programming support. Develop a list of pre-qualified prime and sub-contractors, as required.

5.2 Develop bidders' interest in the Project. Coordinate all bid phase activities with District departments. Conduct pre-bid conferences to familiarize bidders with the bidding documents, and any special systems, materials or methods and with Project procedures. Conduct job walks and bidders' conferences, maintain and prepare minutes of job walks or bidder's conferences. Field questions from bidders, referring questions to Design Team and District as required. Coordinate with Design Team to respond to bidder questions by addenda.

5.3 Prepare public solicitation notices for District approval. Review, coordinate, and estimate cost of bid phase addenda.

5.4 Review bid proposals for responsiveness to bid requirements, evaluate bidder responsibility, and conduct reference checks. Prepare bid analyses and advise District on compliance of bidders with District requirements and bid requirements. Report and recommend to District after review and evaluation. Make recommendations to District for prequalification of bidders and award of contracts or rejection of bids.

5.5 Conduct post-bid conferences as required. Assist and advise regarding bid protests.

5.6 If appropriate, coordinate contracting with Contractor awarded the contract, including evaluating bonds and insurance, and negotiate final terms of construction contractor's contract(s), if applicable.

5.7 Conduct pre-award conferences with successful bidders.

5.8 Schedule and conduct preconstruction meetings. Maintain, prepare, and distribute minutes.

5.9 Assist with the preparation of agenda items for Board approval. Coordinate submittals required by governing agencies.

6. CONSTRUCTION PHASE

6.1 Administer the construction Contract.

6.2 Develop detailed construction schedules or review Contractor's submitted schedules, as needed. Administer and coordinate the work of Contractor on a daily basis. Enforce performance, scheduling, and notice requirements. Review Contractor's schedule submittals and make recommendations to District.

6.3 Monitor schedule and cost information for Contractor. Document the progress and costs of the Project. Report and advise proactively on potential schedule and budget variances and impacts. Recommend potential solutions to schedule and cost problems. Work cooperatively with District, Architect, and Contractor to ensure that Project is delivered on time and within budget. Review construction progress and prepare reports.

6.4 Verify permits, approvals, bonds, insurances, and schedules of values. Coordinate with DSA Project Inspector, and ensure compliance with all DSA reporting and closeout requirements. Submit necessary reports to state and local authorities.

6.5 Monitor the construction Contractor to verify that tools, equipment, and labor are furnished, and work performed and completed within the time required or indicated by the plans and specifications, under the direction and to the satisfaction of District. CM expressly agrees to verify that the specifications are met, observed, performed, and followed in accordance with the professional standards of care for construction management.

6.6 Coordinate work of the construction Contractor and effectively manage the Project to achieve District's objectives in relation to cost, time and quality.

6.7 Provide continuous on-site construction management personnel, as needed. Conduct construction meetings for the Project to discuss and resolve such matters as progress, quality and scheduling. Said meetings shall be weekly unless Project conditions do not require that frequency. Prepare and promptly distribute minutes. When required by field or other conditions, construction progress, or the quality of workmanship, conduct special construction meetings; record, prepare, and distribute minutes of these meetings to District, the affected construction Contractor, and Design Team.

6.8 Establish and implement team communication procedures.

6.9 Ensure that construction Contractor provides construction schedules as required by the construction Contracts, including activity sequences and durations, submittal schedule, or procurement schedule for products that require long lead time. CM shall review construction Contractor's construction schedules for conformity with the requirements of the construction Contract and conformity with the overall schedule for the Project. Where construction Contractor's construction schedules do not so conform, CM will take appropriate measures to secure compliance, subject to District approval.

6.10 Ensure construction Contractor's compliance with the requirements of the respective construction Contract for updating, revising, and other obligations relative to their respective construction schedules.

6.11 Cost Control. CM shall develop and monitor an effective system of construction cost control for the Project. CM shall identify variances between actual and budgeted or estimated costs and advise District and design professional(s) whenever a Project cost exceeds budgets or estimates. CM shall manage the construction bids and contracts in accordance with the Construction Budget.

6.12 Continually monitor whether construction contract requirements are being fulfilled and recommend courses of action to District when Contractor fails to fulfill contractual requirements.

6.13 CM may authorize minor variations in the work from the requirements of the contract documents that do not involve an adjustment in the contract price or the contract time or design and which are consistent with the overall intent of the contract documents. CM shall provide to the design professional(s) and District copies of these authorizations.

6.14 Evaluate and process payment applications and verify progress.

6.15 Verify that safety programs are developed and submitted by the construction Contractor as required by the Contract. Neither CM, Project Manager nor

District shall be responsible for or have any liability for Contractor's failure to provide, comply with, or enforce said safety programs.

6.16 Implement quality control program, including As-Built Drawings accuracy. Coordinate and evaluate Contractor's recovery schedules.

6.17 Record the progress of the Project by a log.

6.18 Monitor ongoing Project costs to verify that projected costs do not exceed approved budget and provide District timely notice of any potential increase in costs in excess of approved budgets provided to CM.

6.19 Negotiate Contractor's proposals and review change orders prepared by Design Team, with Design Team's input as needed, for approval by District.

6.20 Evaluate and process change order requests. Make recommendations to District. Determine cost and schedule effects of change orders. Prepare change order reports and maintain a change order log for the Project and implement procedures to expedite processing of change orders.

6.21 Assist District in coordinating the services of special consultants and testing laboratories on the Project.

6.22 In conjunction with the Design Team, monitor work of the construction Contractor to determine that the work is being performed in accordance with the requirements of the respective construction documents for the Project, including but not limited to the plans, specifications, addenda, and all other contract documents, as well as all applicable laws, regulations and directives of agencies with jurisdiction over any of the Project. As appropriate, with assistance of Design Team, make recommendations to District and Program Manager regarding special inspection or testing of work that is not in accordance with the provisions of the contract documents.

6.23 To guard District against defects in the work of the construction Contractor, CM shall implement a quality control program to monitor the quality and workmanship of construction for conformity with:

6.23.1 Accepted industry standards;

6.23.2 Applicable laws, rules, or ordinances; and

6.23.3 The design documents and contract documents.

6.24 Where the work of a construction Contractor does not conform as set forth above, CM shall, with the input of Design Team:

6.24.1 Notify District of any non-conforming work observed by CM;

6.24.2 Reject the non-conforming work; and

6.24.3 Take any and all action(s) necessary to compel the construction Contractor to correct the work.

6.25 Evaluate, track, and maintain logs of requests for information ("RFI") from construction Contractor and responses, shop drawings, samples, and other

submittals, based, in part, on information obtained from the design professional(s). Advise District and Program Manager as to status and criticality of RFIs.

6.26 Implement procedures, in collaboration with District, Program Manager and Design Team, for expediting the processing and approval of shop drawings, product data, samples, and other submittals for each contract. Receive and transmit all submittals from the construction Contractor to the Design Team for review and approval. Maintain submittal and shop drawing logs.

6.27 Record the progress of work at the Project. When present, prepare daily reports for the Project containing a record of weather, construction Contractor(s) present and their number of workers, work accomplished, problems encountered, and other relevant data.

6.28 Prepare and distribute monthly project status reports for the Project including updates on project activities, progress of work, outstanding issues, potential problems, schedule, and status of RFIs, change orders, and submittals.

6.29 Coordinate, assist, and support Architect during construction administration phase as required.

6.30 CM shall maintain records of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations as provided by the construction Contractor. At the completion of the Project, deliver all such records to District. Construction Contractor and design professional(s) share responsibility to prepare Record Drawings and As-Built Drawings.

6.31 Coordinate the move into the Projects.

6.32 Work with District team to develop lists of incomplete or unsatisfactory work ("punch lists").

6.33 Fully document and prepare deductive change orders for extra services of consultants that are the responsibility of a Contractor or another consultant. Present such a change order for signature by the Contractor or consultant.

6.34 Determine final completion and payment. Determine completion dates, final payments, and release of retention. Coordinate procurement and installation of Furniture, Fixtures, and Equipment ("FF&E").

7. PROJECT COMPLETION

7.1 CM shall observe the construction Contractor's check-outs of utilities, operational systems and equipment, and start-up and testing. CM shall maintain records of start-up and testing as provided by the construction Contractor and shall ensure District of compliance with applicable provisions of the Contract, that all work has been performed and accepted, and that all systems are complete and operative.

7.2 At the punch list phase of the Project or designated portions thereof, CM, in consultation with the Architect, shall ensure the preparation of a list of incomplete or unsatisfactory work or work which does not conform to the requirements of the contract documents ("punch list work") and a schedule for

the completion of the punch list work. CM shall provide this list to the construction Contractor. CM shall coordinate construction Contractor's performance and completion of punch list work. CM shall review, with the Architect and District, the completed punch list work. CM shall ensure that, with input of the Architect, the completed punch list work complies with applicable provisions of the construction Contract.

7.3 CM shall determine, with the Architect and District, when the Project or designated portions thereof are complete.

7.4 CM shall conduct, with the Architect and District, final inspections of the Project or designated portions thereof. CM shall notify District of final completion.

7.5 CM shall consult with the Architect and District and shall determine when the Project and the construction Contractor's work are finally completed. CM shall assist with the issuance of a Certificate of Final Completion, and shall provide to District a written recommendation regarding payment to the Contractor.

7.6 CM shall coordinate close-out procedures, including personnel training. Advise District staff on systems operations, training and close-out of Project.

7.7 CM shall coordinate and expedite Contractor close-out requirements, including guarantees/warranties, certificates, keys, manuals, As-Built Drawings, Record Drawings, specifications, daily logs, and verified reports. Ensure that all other project participants submit necessary close-out documentation.

7.8 CM shall coordinate operational safety reviews with District post occupancy and manage corrective work as necessary.

7.9 CM shall ensure that all building commissioning requirements have been fulfilled in a timely manner through District commissioning agents.

7.10 CM shall obtain occupancy permits (where required), coordinate final testing, documentation, and regulatory inspections. Prepare occupancy plan report.

7.11 CM shall prepare final accounting reports.

8. FINAL DOCUMENTS

CM shall review and monitor all As-Built Drawings, maintenance and operations manuals, and other closeout documents to be sure that all required documents meeting contract requirements are provided, and shall secure and transmit to District and Program Manager those documents and all required guarantees, keys, manuals, record drawings, and daily logs. CM shall also forward all documents and plans to District upon completion of the project and ensure all such plans and documents are well organized for any appropriate audit or review of the Project.

9. WARRANTY

CM shall assist Program Manager as necessary to implement a Warranty Inspection and Warranty Work procedure for the Project that Contractor must follow. The procedure shall include a twelve (12) month call back period and a final warranty

inspection eleven (11) months after Project completion to inspect the Project and identify any outstanding warranty work.

10. PROJECT CLOSEOUT

To the extent requested by District or Program Manager, CM shall assist District, Architect, and Program Manager as necessary to ensure all information and documentation necessary for Project closeout with the DSA is complete and the Project is timely closed out with DSA. This includes but is not limited to reports from independent consultants, inspectors, testing laboratories, and corresponding or required DSA forms.

[END OF EXHIBIT]

EXHIBIT B

CRITERIA AND BILLING FOR EXTRA SERVICES

The following Extra Services to this Agreement shall be performed by CM if needed and requested by District:

1. Providing services required because of significant documented changes in the Project initiated by District, including but not limited to size, quality, complexity, or District's schedule.

2. Providing consultation concerning replacement of work damaged by fire or other cause during construction and furnishing services required in connection with replacement of such work.

3. Providing services made necessary by the default of Contractor, or by major defects or deficiencies in the work of the Contractor, or by failure of performance of District's consultants.

4. Seeking variances or changes to agency guidelines on behalf of District when so directed by District.

5. Preparing to serve or serving as a witness in connection with any public hearing, dispute resolution proceeding or legal proceeding, other than that necessitated by the negligent acts, errors or omissions of CM or where CM is a party thereto, except for a Contractor's hearing necessitated by a bid protest or by a Contractor's request to substitute a subcontractor, or by handling of any stop payment notices.

6. Performing technical inspection and testing.

7. Providing other services not otherwise included in this Agreement and not customarily furnished in accordance with the generally accepted scope of construction management practice.

Format and Content of Invoices

CM acknowledges that District requires CM's invoices to include detailed explanations of the Services performed. For example, a six-hour charge for the entire day is unacceptable and will not be payable. A more detailed explanation describing specific tasks is required.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Hourly Rates for Extra Services

1. The following rates, which include overhead, administrative cost and profit, shall be utilized in arriving at the fee for Extra Services and shall not be changed for the term of the Agreement. CM shall bill in quarter-hour increments for all Extra Services.

Job Title	Hourly Rate
Principal in Charge	$0.00
Sr. Project Director	$231.00*
Sr. Construction Manager	$199.50*
Project Engineer(s)	$152.00*
Project Controls Manager	$199.50*
Project Admin-Financial	$117.50*
Project Admin-Office	$115.50*
Estimator	$195.00*
Constructability Reviewer	$195.00*

*5% Labor Escalation Takes Effect August 1st of each year.

2. The mark-up on any approved item of Extra Services performed by sub-consultant(s) or subcontractor(s) shall not exceed five percent (5%).

[END OF EXHIBIT]

EXHIBIT C

SCHEDULE OF WORK

[To be completed/inserted]

[END OF EXHIBIT]

EXHIBIT D

FEE SCHEDULE

Compensation

1. CM's fee set forth in this Agreement shall be full compensation for all of CM's Services incurred in its performance, including, without limitation, all costs for personnel, travel within two hundred (200) miles of the Project location (travel reimbursements must be approved by District prior to travel), offices, per diem expenses, office supplies, printing, providing, or shipping of deliverables in the quantities set forth in **Exhibit A**.

2. The amount of compensation shall be the amount set forth in the Agreement, including all billed expenses. No compensation will be paid or due, without advance written approval of District.

Method of Payment of Basic Services

1. CM shall submit monthly invoices for the portion of the overall fee reflecting the services performed and costs incurred for each respective month. In no event shall the total payments exceed CM's fee set forth in Article 7 this Agreement except as authorized under **Exhibit B**.

2. CM shall submit these invoices in duplicate to District via District's authorized representative.

3. CM shall submit to District on a monthly basis documentation showing proof that payments were made to his/her sub-consultants.

4. Upon receipt and approval of CM's invoices, District agrees to make payments on all undisputed amounts after the funds are available to District and approved by the County Office of Education but no later than thirty (30) days from receipt of the invoice.

5. District may withhold or deduct from amounts otherwise due CM hereunder if CM fails to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after CM has fully cured such failure of performance, less costs, damages or losses sustained by District resulting therefrom.

[END OF EXHIBIT]

EXHIBIT E

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between the Alum Rock Union School District ("District") and _____ _____ ("CM") ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of $1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

☐ **OPTION 1.** Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

☐ **OPTION 2.** Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

Vendor Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

[END OF EXHIBIT]

EXHIBIT F

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

The undersigned does hereby certify to District that I am a representative of CM entering into this Agreement with District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of CM.

CM certifies that it has taken at least one of the following actions (check all that apply):

☐ The Work of the Agreement is either (i) at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of the Agreement shall come in contact with District pupils or (ii) if CM's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to CM under the Agreement.

☐ CM, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all CM's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). When CM performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that CM's employees and any subcontractors' employees have not been convicted of a felony as defined in Government Code Section 45122.1.

A complete and accurate list of CM's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto as ATTACHMENT "A."

☐ CM is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all CM's employees who may have contact with District pupils in the course of providing services pursuant to the Agreement, and hereby agrees to District's preparation and submission of fingerprints such that the California Department of Justice may determine (A) that none of those employees has been convicted of a felony, as that term is defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). No work shall commence until the Department of Justice ascertains that CM has not been convicted of a felony as defined in Government Code Section 45122.1.

CM's responsibility for background clearance extends to all of its employees, subcontractors, and employees of subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of CM.

FINGERPRINTING CERTIFICATION/CRIMINAL BACKGROUND INVESTIGATION

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: Dane Ruddell, Sr. Project Director

Name/Company: Jerilyn Larson, Sr. Construction Manager

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: August 15, 2022

Name of CM: Kleinfelder Construction Services, Inc.

Signature:

Print Name: Dave Watson

Title: Vice President, West Region PM/CM

[END OF EXHIBIT]

EXHIBIT G

COVID-19 VACCINATION STATUS/TESTING CERTIFICATION

COVID-19 VACCINATION/TESTING CERTIFICATION

Construction Manager ("CM"): _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, CM certifies that the following entity: _____ has verified that CM personnel providing services at District's Project site(s):

☐ Have all been fully vaccinated in accordance with the CDPH Order.

☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.

☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

CM understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and CM will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____,

certify that I am CM's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

[END OF EXHIBIT]

Kleinfelder Construction Services	Bond06	Bond06	Bond07	Bond07	Bond08	Bond08	Bond09	Bond09	Bond10	Bond10	Bond13	Bond13	Aug-22	12 Days	
Hrs Based on Work by Project, School, Staff	Russo	Russo	Adelante I	Adelante I	Sheppard	Sheppard	George	George	San Antonio	San Antonio	McCollam	McCollam	Total	Hours	
Percent of Work by School	10%		15%		30%		15%		25%		5%		100%		
KCS Fee Proposal Breakdown	10		14		29		14		24		5			96	
Punchlist/Closeout for Repair/Replace Asphalt Bond06	3	629											$ 629	3	
Dane Ruddell	**2**	**$ 399**											$ 399	2	
Jerilyn Larson	**1**	**$ 230**											$ 230	1	
Punchlist/Closeout Repair/Replace Asphalt Bond07			2	$ 472									$ 472	2	
Dane Ruddell			**1**	**$ 299**									$ 299	1	
Jerilyn Larson			**1**	**$ 172**									$ 172	1	
Punchlist/Closeout for Repair/Replace Asphalt Bonds08					4	$ 943							$ 943	4	
Dane Ruddell					**3**	**$ 599**							$ 599	3	
Jerilyn Larson					**2**	**$ 345**							$ 345	2	
Punchlist/Closeout for Repair/Replace Asphalt Bond09							2	$ 472					$ 472	2	
Dane Ruddell							**1**	**$ 299**					$ 299	1	
Jerilyn Larson							**1**	**$ 172**					$ 172	1	
Punchlist/Closeout Grading/New Asphalt Bond10									5	$ 1,048			$ 1,048	5	
Dane Ruddell									**3**	**$ 665**			$ 665	3	
Jerilyn Larson									**2**	**$ 383**			$ 383	2	
New Signs Bond11	7	$ 1,468	4	$ 786	9	$1,887	4	$ 786	5	$ 1,048	5	$ 1,048	$ 7,024	32	
Dane Ruddell	**4**	**$ 931**	**2**	**$ 499**	**5**	**$1,198**	**2**	**$ 499**	**3**	**$ 665**	**3**	**$ 665**	$ 4,457	19	
Jerilyn Larson	**3**	**$ 536**	**1**	**$ 287**	**3**	**$ 689**	**1**	**$ 287**	**2**	**$ 383**	**2**	**$ 383**	$ 2,566	13	
New Lockers Bond12					9	$1,887	4	$ 943					$ 2,830	13	
Dane Ruddell					**5**	**$1,198**	**3**	**$ 599**					$ 1,796	8	
Jerilyn Larson					**3**	**$ 689**	**2**	**$ 345**					$ 1,034	5	
Play Surface at Play Structure Bond13			4	$ 943					7	$ 1,572			$ 2,516	12	
Dane Ruddell			**3**	**$ 599**					**4**	**$ 998**			$ 1,597	7	
Jerilyn Larson			**2**	**$ 345**					**3**	**$ 575**			$ 919	5	
Shade Structure Installation Bonds??			4	$ 943	7	$1,572	4	$ 943	7	$ 1,572			$ 5,032	23	
Dane Ruddell			**3**	**$ 599**	**4**	**$ 998**	**3**	**$ 599**	**4**	**$ 998**			$ 3,193	14	
Jerilyn Larson			**2**	**$ 345**	**3**	**$ 575**	**2**	**$ 345**	**3**	**$ 575**			$ 919	9	
Dane Ruddell	6	$ 1,331	9	$ 1,996	17	$3,992	9	$ 1,996	14	$ 3,326	3	$ 665	$ 13,306	58	12 days
Jerilyn Larson	4	$ 766	6	$ 1,149	12	$2,298	6	$ 1,149	10	$ 1,915	2	$ 383	$ 7,661	38	
Totals	10	$ 2,097	14	$ 3,145	29	$6,290	14	$ 3,145	24	$ 5,242	5	1,048	**$ 20,966**	**96**	Aug-22

Kleinfelder Construction Services	Bond06	Bond06	Bond07	Bond07	Bond08	Bond08	Bond09	Bond09	Bond10	Bond10	Bond13	Bond13	Sep-22	21 Day
Hrs Based on Work by Project, School, Staff	Russo	Russo	Adelante I	Adelante I	Sheppard	Sheppard	George	George	San Antonio	San Antonio	McCollam	McCollam	Total	Hours
Percent of Work by School	10%		15%		25%		15%		30%		5%		100%	
KCS Fee Proposal Breakdown	20		30		50		30		60		10			200
Punchlist for Repair/Replace Asphalt Bond06	4	874											$ 874	4
Dane Ruddell	**2**	**$ 554**											$ 554	2
Jerilyn Larson	**2**	**$ 319**											$ 319	2
Punchlist Repair/Replace Asphalt Bond07			6	$ 1,310									$ 1,310	6
Dane Ruddell			**4**	**$ 832**									$ 832	4
Jerilyn Larson			**2**	**$ 479**									$ 479	2
Punchlist for Repair/Replace Asphalt Bonds08					5	$1,092							$ 1,092	5
Dane Ruddell					**3**	**$ 693**							$ 693	3
Jerilyn Larson					**2**	**$ 399**							$ 399	2
Punchlist for Repair/Replace Asphalt Bond09							3	$ 655					$ 655	3

Dane Ruddell							**2**	**$ 416**					$ 416	2	
Jerilyn Larson							**1**	**$ 239**					$ 239	1	
Grading/New Asphalt Bond10									6	$ 1,310			$ 1,310	6	
Dane Ruddell									**4**	**$ 832**			$ 832	4	
Jerilyn Larson									**2**	**$ 479**			$ 479	2	
New Signs Bond11	16	$3,494	9	$ 1,966	15	$3,276	9	$ 1,966	18	$ 3,931	10	$ 2,184	$ 16,817	77	
Dane Ruddell	**10**	**$2,218**	**5**	**$ 1,247**	**9**	**$2,079**	**5**	**$ 1,247**	**11**	**$ 2,495**	**6**	**$ 1,386**	$ 10,672	46	
Jerilyn Larson	**6**	**$1,277**	**4**	**$ 718**	**6**	**$1,197**	**4**	**$ 718**	**7**	**$ 1,436**	**4**	**$ 798**	$ 6,145	31	
New Lockers Bond12					15	$3,276	9	$ 1,966					$ 5,242	24	
Dane Ruddell					**9**	**$2,079**	**5**	**$ 1,247**					$ 3,326	14	
Jerilyn Larson					**6**	**$1,197**	**4**	**$ 718**					$ 1,915	10	
Play Surface at Play Structure Bond13			9	$ 1,966					18	$ 3,931			$ 5,897	27	
Dane Ruddell			**5**	**$ 1,247**					**11**	**$ 2,495**			$ 3,742	16	
Jerilyn Larson			**4**	**$ 718**					**7**	**$ 1,436**			$ 2,155	11	
Shade Structure Installation Bonds??			6	$ 1,310	15	$3,276	9	$ 1,966	18	$ 3,931			$ 10,483	24	
Dane Ruddell			**4**	**$ 832**	**9**	**$2,079**	**5**	**$ 1,247**	**11**	**$ 2,495**			$ 6,653	29	
Jerilyn Larson			**2**	**$ 479**	**6**	**$1,197**	**4**	**$ 718**	**7**	**$ 1,436**			$ 3,830	19	
Dane Ruddell	12	$2,772	18	$ 4,158	30	$6,930	18	$ 4,158	36	$ 8,316	6	$ 1,386	$ 27,720	120	21 Days
Jerilyn Larson	8	$1,596	12	$ 2,394	20	$3,990	12	$ 2,394	24	$ 4,788	4	$ 798	$ 15,960	80	
Totals	20	$4,368	30	$ 6,552	50	######	30	$ 6,552	60	$ 13,104	10	2,184	**$ 43,680**	**200**	Sep-22

Kleinfelder Construction Services	**Bond06**	**Bond06**	**Bond07**	**Bond07**	**Bond08**	**Bond08**	**Bond09**	**Bond09**	**Bond10**	**Bond10**	**Bond13**	**Bond13**	**Oct-22**	**20 Day**	
Hrs Based on Work by Project, School, Staff	**Russo**	**Russo**	**Adelante I**	**Adelante I**	**Sheppard**	**Sheppard**	**George**	**George**	**San Antonio**	**San Antonio**	**McCollam**	**McCollam**	**Total**	**Hours**	
Percent of Work by School			20%		20%		35%		25%				100%		
KCS Fee Proposal Breakdown	-		13		13		23		17		-			66	
New Lockers Bond12					5	$1,153	9	$ 2,018					$ 3,171	15	
Dane Ruddell					**3**	**$ 732**	**6**	**$ 1,281**					$ 2,012	9	
Jerilyn Larson					**2**	**$ 421**	**4**	**$ 737**					$ 1,159	6	
Shade Structure Installation Bonds??			13	$ 2,883	8	$1,730	14	$ 3,027	17	$ 3,604			$ 11,243	51	
Dane Ruddell			**8**	**$ 1,830**	**5**	**$1,098**	**8**	**$ 1,921**	**10**	**$ 2,287**			$ 7,135	31	
Jerilyn Larson			**5**	**$ 1,053**	**3**	**$ 632**	**6**	**$ 1,106**	**7**	**$ 1,317**			$ 4,108	21	
Dane Ruddell	-	$ -	8	$ 1,830	8	$1,830	14	$ 3,202	10	$ 2,287	-	$ -	$ 9,148	40	20 Days
Jerilyn Larson	-	$ -	5	$ 1,053	5	$1,053	9	$ 1,843	7	$ 1,317	-	$ -	$ 5,267	26	
Totals	-	$ -	13	$ 2,883	13	$2,883	23	$ 5,045	17	$ 3,604	-	-	**$ 14,414**	**66**	Oct-22

Kleinfelder Construction Services	**Bond06**	**Bond06**	**Bond07**	**Bond07**	**Bond08**	**Bond08**	**Bond09**	**Bond09**	**Bond10**	**Bond10**	**Bond13**	**Bond13**	**Nov-22**	**20 Day**	
Hrs Based on Work by Project, School, Staff	**Russo**	**Russo**	**Adelante I**	**Adelante I**	**Sheppard**	**Sheppard**	**George**	**George**	**San Antonio**	**San Antonio**	**McCollam**	**McCollam**	**Total**	**Hours**	
Percent of Work by School					50%		50%						100%		
KCS Fee Proposal Breakdown	-		-		25		25		-		-			50	
New Lockers Bond12					25	$5,460	25	$ 5,460					$ 10,920	50	
Dane Ruddell					**15**	**$3,465**	**15**	**$ 3,465**					$ 6,930	30	
Jerilyn Larson					**10**	**$1,995**	**10**	**$ 1,995**					$ 3,990	20	
Dane Ruddell	-	$ -	-	$ -	15	$3,465	15	$ 3,465	-	$ -	-	$ -	$ 6,930	30	20 Days
Jerilyn Larson	-	$ -	-	$ -	10	$1,995	10	$ 1,995	-	$ -	-	$ -	$ 3,990	20	
Totals	-	$ -	-	$ -	25	$5,460	25	$ 5,460	-	$ -	-	-	**$ 10,920**	**50**	Nov-22

Rate as of 8/1/2022		Percentage	
$231.00	Dane	60%	Dane
$199.50	Jerilyn	40%	Jerilyn

Total Fee Proposal 8/15/22 through 11/30/22 **$ 89,981** **412**

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: August 24, 2022

To the Superintendent of Schools

Subject: **Piggyback Bid 2018-19-001 Arvin Union School District**
Award of Locker Procurement for #B2223- at George Middle School

Staff Analysis: Based on site inspections and assessment of conditions at school sites, District Staff and Program Manager Cumming Group, determined the lockers in the Boys and Girls Locker rooms at George Middle School need repairs/replacement due to extensive deterioration.

As a result, a valid bid through Arvin Union School District for the purchase of the lockers has been obtained. It is requested that the use of piggyback bid #2018-19-001 for the purchase of the lockers be authorized. Attached is the letter executed by Arvin U.S.D. awarding the piggyback bid through November 12, 2022 to Sierra School Equipment, Inc.

Recommendation: Staff recommends approving the use of the above mentioned piggyback contract and any applicable contract extensions for the purchase of school lockers through Sierra School Equipment, Inc. in the amount of $105,726.00. Full piggyback proposals are available in the Business Office for review.

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommended Approval

10.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

SIERRA SCHOOL EQUIPMENT COMPANY

A CALIFORNIA CORPORATION

CALIFORNIA CONTRACTORS LICENSE # 422359
NEVADA CONTRACTORS LICENSE #0032471
P.O. BOX 80667 • 93380-0667
1911 MINERAL COURT
BAKERSFIELD, CALIFORNIA 93308-6812
PHONE (661) 399-2993 • FAX (661) 399-0218

August 10, 2022

Jerilyn Larson
Kleinfelder Construction Services
5761 Copley Drive, Suite 100
San Diego, CA 92111

Mobile:(619) 318-5723
Office: (858) 223-8500
Fax: (858) 223-8499
Email: JLarson@Kleinfelder.com

RE: GEORGE MIDDLE SCHOOL
NEW BOY'S AND GIRL'S GYM LOCKERS
LIST INDUSTRIES HEAVY-DUTY VENTILATED (HDV) KNOCK DOWN (KD) LOCKERS

Dear Jerilyn,

In accordance with your request, we are pleased to present the following revised proposal to provide new List Industries Heavy Duty Ventilated (HDV) Knock-Down (KD) lockers for the Boy's and Girl's lockers for your review. Sales tax has been included on the material only. Locker will be Dock Delivered in assembled banks of 1-wide and 3-wide units. We have also provided a separate prevailing wage labor rates for our Firm to receive, unload, and install the lockers noted below. Lockers are available to be purchased via the Arvin Piggyback bid option with a breakdown for accounting purposes available if the Owner wishes to proceed with this order. Removal and disposal of the existing lockers (if applicable to this project) is NOT included in the pricing below. Proposal is based upon lockers shipping prior to the end of June 2023.

QUANTITY:	**DESCRIPTION:**
1 LOT	**LIST INDUSTRIES COMPANY – AS PROPOSED MANUFACTURER** Heavy Duty Ventilated (HDV) Knock-Down (KD) lockers described herein:

BOY'S LOCKER ROOM

Eighty-Eight (88) Columns (88 Openings) of 12"W x 12"D x 48"H (52"H Overall with 4"H Z-Base Metal Base Included), Dress Height Single-Tier lockers. 5% of locker openings shall be designated as ADA compliant and provided with an ADA ISA Decal and a Field Installed Hat shelf installed at 15"H off the finished floor. Flat Top Boxed End Panels, Flat Top Panels, and Top End Caps.

Eighty-Eight (88) Columns (352 Openings) of 12"W x 12"D x 12"/48"H (52"H Overall with 4"H Z-Base Metal Base Included), Box Height Four-Tier lockers. 5% of locker openings shall be designated as ADA compliant and provided with an ADA ISA Decal. Flat Top Boxed End Panels, Flat Top Panels, and Top End Caps.

Six (6) each 9-1/2"D x 8'-0"L Wood Benches with Two (2) each List No. 4805 Steel Support Pedestals included per 8'-0" bench.

GIRL'S LOCKER ROOM

Eighty-Eight (88) Columns (88 Openings) of 12"W x 12"D x 48"H (52"H Overall with 4"H Z-Base Metal Base Included), Dress Height Single-Tier lockers. 5% of locker openings shall be designated as ADA compliant and provided with an ADA ISA Decal and a Field Installed Hat shelf installed at 15"H off the finished floor. Flat Top Boxed End Panels, Flat Top Panels, and Top End Caps.

Eighty-Eight (88) Columns (352 Openings) of 12"W x 12"D x 12"/48"H (52"H Overall with 4"H Z-Base Metal Base Included), Box Height Four-Tier lockers. 5% of locker openings shall be designated as ADA compliant and provided with an ADA ISA Decal. Flat Top Boxed End Panels, Flat Top Panels, and Top End Caps.

Six (6) each 9-1/2"D x 8'-0"L Wood Benches with Two (2) each List No. 4805 Steel Support Pedestals included per 8'-0" bench.

PRICE: **DOCK DELIVERY ONLY, and 9.375% CA Sales Tax Included.....$ 105,726.00**

OPTIONAL LABOR UPCHARGE

If our Firm is requested to meet the delivery truck, offload, move product into the respective rooms, provide all anchors/anchoring hardware, and install lockers using recommended Manufacturer Hilti HUS concrete screw anchors, please **ADD $61,366.00** to the above proposal cost. Note if this add upcharge is not accepted, the Owner will be responsible for all items noted within this upcharge.

HEAVY-DUTY VENTILATED (HDV) KNOCK-DOWN LOCKER FEATURES:

Body/Frame: Knock down (KD) with 16-gauge solid top, bottom and intermediate shelves, 16-gauge diamond perforated sides, 18-gauge solid back, and 16-gauge frame.

Doors: 14 gauge diamond perforated doors are standard. Continuous vertical door strike at both hinge and latch side

Handle: (Wardrobe Doors @ 48"H) Deep-drawn seamless stainless steel recessed handle (recessed door pans).

Handle: (Box Doors @ 12"H) Single-point thru-the-door finger pull padlock hasp (non-recessed door pans).

Latching: 3-point latching for 48"H Dress Doors.

Latching: Thru-the-door finger pull padlock hasp for 12"H Box Doors.

Hinges: 16 gauge continuous piano type

Hooks: 2-single hooks and 1-double hook is standard on 48" dress doors only. No hooks for box door openings.

MISC: 16-Gauge Flat Tops, 16-Gauge Flat Boxed End Panels, and 4"H Z-Base metal locker base.

Warranty: Two-years.

QUALIFICATIONS:

1) **Our COST does NOT include cost for SAFETY PROVISIONS for VIRUSES or NATURAL DISASTERS.**

2) **We CANNOT provide insurance coverage that does not exclude "communicable disease, viruses, bacteria, or fungi" therefore that coverage is NOT available**.

3) **Prices quoted are valid for 30-days due to raw material pricing extreme volatility. The Factory will only hold pricing for 30-days from Bid Date, if we do not receive a Letter of Intent within 30-days, the proposal is subject to an escalation from the factory.**

4) Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification.

5) Once the lockers are ordered into production, the process cannot be stopped. We will work with your firm to ensure the lockers arrive to the site per your construction schedule. If we are directed to enter the lockers into production and the site is then not ready to take delivery, your firm will be responsible for providing a dry, secure area or container(s) to store the materials or pay for the factory to store the materials until installation can take place.

6) If a license is required to be provided to comply with a local jurisdiction, such as a city business license or any other local compliance fees or licenses, the cost is not included in our proposal and said cost will need to be added to the subcontract amount if the general contractor requires said license to be provided.

7) If we are awarded the purchase order for this portion of work, it must be noted in the subcontract that our bid is based on current 9.375% California sales tax for the county where work is being performed.

8) If the General Contractor is required to utilize a Construction Payment Management (CPM) (TEXTURA) System, any associated costs for enrollment into the system for the subcontract awarded will be paid by the General Contractor.

INSURANCE QUALIFICATIONS:

1) We shall provide insurance coverage for our work per the attached Certificate of Insurance.
2) If Additional insured status is required, we shall use Travelers blanket endorsement form #CGD246. This may or may not be the additional insured endorsement you request. We cannot provide the CG2010 1085 or 11/85 form.
3) Our general liability policy includes waiver of subrogation and primary insurance wording. We cannot provide severability of interest or cross liability coverage.

STANDARD SUBCONTRACT / PURCHASING AGREEMENT QUALIFICATIONS:

We reserve the right, upon review of the Subcontract / Purchasing Agreements, to request modifications as needed to these documents. We will not agree to a blanket request to execute subcontract forms and agreements without modification.

ADDENDA:	N/A.
BONDS:	**We are bondable, however the bond cost is NOT included. Our bond rate is 2.00%.**
WAGE:	**DOCK DELIVERY ONLY. PREVAILING WAGE RATES INCLUDED IF OPTIONAL ADD UPCHARGE FOR LABOR IS ACCEPTED.**
STATUS:	We are not MBE, WBE, DVBE or SBE.
QUESTIONS:	Kevin McDermott @ (661) 747-5635 or kevinmcdermott@ssecinc.com Tony Hellus @ (435) 574-2464 or tonyhellus@ssecinc.com

CONTRACTOR'S LICENSE NUMBER: 422359
EXPIRATION DATE: 5/31/2024

DEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1000003627
EXPIRATION DATE: 6/30/2025

FEDERAL TAX ID: 95-3159131

EMR: .76

GENERAL NOTES:

Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification. **Prices quoted are valid for 30-days due to raw material pricing volatility. The Factory will only hold pricing for 30-days from Bid Date, if we do not receive a purchase order within 30-days, the proposal is subject to an escalation from the factory.** Pricing is based on Dock Delivery and of equipment no later than **June 30, 2023.** Shop Drawings take approximately 4-weeks after receipt of purchase order and architectural floor plans. Electronic files are the preferred method of receipt of plans and specifications. This quotation shall become part of any purchase order for any of the described equipment. Current lead time is 18-19 weeks after receipt of all approved submittals. Submittals are taking approximately 3-4 weeks to receive from the Factory at this time of year.

Date: August 10, 2022
Kevin R. McDermott
KRM/th

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

10.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: August 24, 2022

To the Superintendent of Schools

Subject: **Piggyback Bid 2018-19-001 Arvin Union School District**
Award of Locker Procurement for #B2223- at Sheppard Middle School

Staff Analysis: Based on site inspections and assessment of conditions at school sites, District Staff and Program Manager Cumming Group, determined the lockers in the Boys and Girls Locker rooms at Sheppard Middle School need repairs/replacement due to extensive deterioration.

As a result, a valid bid through Arvin Union School District for the purchase of the lockers has been obtained. It is requested that the use of piggyback bid #2018-19-001 for the purchase of the lockers be authorized. Attached is the letter executed by Arvin U.S.D. awarding the piggyback bid through November 12, 2022 to Sierra School Equipment, Inc.

Recommendation: Staff recommends approving the use of the above mentioned piggyback contract and any applicable contract extensions for the purchase of school lockers through Sierra School Equipment, Inc. in the amount of $126,406.00. Full piggyback proposals are available in the Business Office for review.

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommended Approval

10.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

SIERRA SCHOOL EQUIPMENT COMPANY

A CALIFORNIA CORPORATION

CALIFORNIA CONTRACTORS LICENSE # 422359
NEVADA CONTRACTORS LICENSE #0032471
P.O. BOX 80667 • 93380-0667
1911 MINERAL COURT
BAKERSFIELD, CALIFORNIA 93308-6812
PHONE (661) 399-2993 • FAX (661) 399-0218

August 19, 2022

Jerilyn Larson
Kleinfelder Construction Services
5761 Copley Drive, Suite 100
San Diego, CA 92111

Mobile:(619) 318-5723
Office: (858) 223-8500
Fax: (858) 223-8499
Email: JLarson@Kleinfelder.com

RE: SHEPPARD MIDDLE SCHOOL
NEW BOY'S AND GIRL'S GYM LOCKERS
LIST INDUSTRIES HEAVY-DUTY VENTILATED (HDV) KNOCK DOWN (KD) LOCKERS

Dear Jerilyn,

In accordance with your request, we are pleased to present the following revised proposal to provide new List Industries Heavy Duty Ventilated (HDV) Knock-Down (KD) lockers for the Boy's and Girl's lockers for your review. Sales tax has been included on the material only. Locker will be Dock Delivered in assembled banks of 1-wide and 3-wide units. We have also provided a separate prevailing wage labor rates for our Firm to receive, unload, and install the lockers noted below and with removal/disposal of existing lockers being replaced with new. Lockers are available to be purchased via the Arvin Piggyback bid option with a breakdown for accounting purposes available if the Owner wishes to proceed with this order. Removal and disposal of the existing lockers (if applicable to this project) is NOT included in the pricing below. Proposal is based upon lockers shipping prior to the end of June 2023.

QUANTITY:	**DESCRIPTION:**
1 LOT	**LIST INDUSTRIES COMPANY – AS PROPOSED MANUFACTURER** Heavy Duty Ventilated (HDV) Knock-Down (KD) lockers described herein:

BOY'S LOCKER ROOM

One Hundred and Eighty (180) Columns (540 Openings) of 12"W x 12"D x 24"/72"H, Three-Tier (72"H Overall). 5% of locker openings shall be designated as ADA compliant and provided with an ADA ISA Decal and a Field Installed Hat shelf installed at 15"H off the finished floor. Sloped Top Boxed End Panels, and Sloped Top Panels.

GIRL'S LOCKER ROOM

One Hundred and Eighty (180) Columns (540 Openings) of 12"W x 12"D x 24"/72"H, Three-Tier (72"H Overall). 5% of locker openings shall be designated as ADA compliant and provided with an ADA ISA Decal and a Field Installed Hat shelf installed at 15"H off the finished floor. Sloped Top Boxed End Panels, and Sloped Top Panels.

PRICE: **DOCK DELIVERY ONLY, and 9.375% CA Sales Tax Included.....$ 126,406.00**

OPTIONAL LABOR UPCHARGE

If our Firm is requested to meet the delivery truck, offload, move product into the respective rooms, provide all anchors/anchoring hardware, and install lockers using recommended Manufacturer Hilti HUS concrete screw anchors, please **ADD $74,955.00** to the above proposal cost. This labor upcharge also includes removal/disposal of existing lockers being replaced with new. Note if this add upcharge is not accepted, the Owner will be responsible for all items noted within this upcharge.

HEAVY-DUTY VENTILATED (HDV) KNOCK-DOWN LOCKER FEATURES:

Body/Frame: Knock down (KD) with 16-gauge solid top, bottom and intermediate shelves, 16-gauge diamond perforated sides, 18-gauge solid back, and 16-gauge frame.

Doors: 14 gauge diamond perforated doors are standard. Continuous vertical door strike at both hinge and latch side

Handle: (Wardrobe Doors @ 24"H) Deep-drawn seamless stainless steel recessed handle (recessed door pans).

Latching: 2-point latching for 24"H Dress Doors.

Hinges: 16 gauge continuous piano type

Hooks: 2-single hooks and 1-double hook is standard on 24" dress doors only.

MISC: 16-Gauge Flat Tops, 16-Gauge Flat Boxed End Panels, and 4"H Z-Base metal locker base.

Warranty: Two-years.

QUALIFICATIONS:

1) **Our COST does NOT include cost for SAFETY PROVISIONS for VIRUSES or NATURAL DISASTERS.**

2) **We CANNOT provide insurance coverage that does not exclude "communicable disease, viruses, bacteria, or fungi" therefore that coverage is NOT available.**

3) **Prices quoted are valid for 30-days due to raw material pricing extreme volatility. The Factory will only hold pricing for 30-days from Bid Date, if we do not receive a Letter of Intent within 30-days, the proposal is subject to an escalation from the factory.**

4) Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification.

5) Once the lockers are ordered into production, the process cannot be stopped. We will work with your firm to ensure the lockers arrive to the site per your construction schedule. If we are directed to enter the lockers into production and the site is then not ready to take delivery, your firm will be responsible for providing a dry, secure area or container(s) to store the materials or pay for the factory to store the materials until installation can take place.

6) If a license is required to be provided to comply with a local jurisdiction, such as a city business license or any other local compliance fees or licenses, the cost is not included in our proposal and said cost will need to be added to the subcontract amount if the general contractor requires said license to be provided.

7) If we are awarded the purchase order for this portion of work, it must be noted in the subcontract that our bid is based on current 9.375% California sales tax for the county where work is being performed.

8) If the General Contractor is required to utilize a Construction Payment Management (CPM) (TEXTURA) System, any associated costs for enrollment into the system for the subcontract awarded will be paid by the General Contractor.

INSURANCE QUALIFICATIONS:

1) We shall provide insurance coverage for our work per the attached Certificate of Insurance.
2) If Additional insured status is required, we shall use Travelers blanket endorsement form #CGD246. This may or may not be the additional insured endorsement you request. We cannot provide the CG2010 1085 or 11/85 form.
3) Our general liability policy includes waiver of subrogation and primary insurance wording. We cannot provide severability of interest or cross liability coverage.

STANDARD SUBCONTRACT / PURCHASING AGREEMENT QUALIFICATIONS:

We reserve the right, upon review of the Subcontract / Purchasing Agreements, to request modifications as needed to these documents. We will not agree to a blanket request to execute subcontract forms and agreements without modification.

ADDENDA:	N/A.
BONDS:	**We are bondable, however the bond cost is NOT included. Our bond rate is 2.00%.**
WAGE:	**DOCK DELIVERY ONLY. PREVAILING WAGE RATES INCLUDED IF OPTIONAL ADD UPCHARGE FOR LABOR IS ACCEPTED.**
STATUS:	We are not MBE, WBE, DVBE or SBE.
QUESTIONS:	Kevin McDermott @ (661) 747-5635 or kevinmcdermott@ssecinc.com Tony Hellus @ (435) 574-2464 or tonyhellus@ssecinc.com

CONTRACTOR'S LICENSE NUMBER: 422359
EXPIRATION DATE: 5/31/2024

DEPARTMENT OF INDUSTRIAL RELATIONS NUMBER: 1000003627
EXPIRATION DATE: 6/30/2025

FEDERAL TAX ID: 95-3159131

EMR: .76

GENERAL NOTES:

Prices quoted are based on furnishing the above-described equipment in accordance with the manufacturer's published standard construction specifications (unless otherwise noted) and specifically exclude furnishing products by any other manufacturer or to any other specification. **Prices quoted are valid for 30-days due to raw material pricing volatility. The Factory will only hold pricing for 30-days from Bid Date, if we do not receive a purchase order within 30-days, the proposal is subject to an escalation from the factory.** Pricing is based on Dock Delivery and of equipment no later than **June 30, 2023.** Shop Drawings take approximately 4-weeks after receipt of purchase order and architectural floor plans. Electronic files are the preferred method of receipt of plans and specifications. This quotation shall become part of any purchase order for any of the described equipment. Current lead time is 18-19 weeks after receipt of all approved submittals. Submittals are taking approximately 3-4 weeks to receive from the Factory at this time of year.

Date: August 19, 2022
Kevin R. McDermott
KRM/th

11.01

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: August 10, 2022

Subject: **Resolution No. 10-22/23**
Week of the School Administrator
October 9 – 15, 2022

Staff Analysis: The week of October 9 through October 15, 2022, has been designated as the "Week of the School Administrator" to commend the administrators of California public schools for their support and contributions to the quality of public education in this state.

Recommendation: Staff recommends approval of Resolution No. 10-22/23, Week of the School Administrator, as submitted.

Submitted by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

11.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 10-22/23
PROCLAIMING OCTOBER 9-15, AS THE
"WEEK OF THE SCHOOL ADMINISTRATOR"

WHEREAS, the week of October 9 through October 15, 2022, has been designated as the "Week of the School Administrator," and

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the week of October 9-15, 2022, be proclaimed the "Week of the School Administrator", in honor of the many outstanding administrative teams in California's public school districts; and

PASSED AND ADOPTED this 8th day of September, 2022, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Andrés Quintero, President _____

Minh Pham, Vice-President _____

Corina Herrera-Loera, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 8, 2022.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

11.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 10, 2022

Subject: **Resolution No. 07-22/23**
Creating a College Culture

Staff Analysis: Creating a college-bound culture in our district provides a framework for staff, parents, and the community to engage in collaboration to prepare all students to attend college and/or university. Through a variety of activities for students and their families, Alum Rock schools promote a college-going culture in order to celebrate, inspire, and promote college aspirations for all.

Recommendation: Staff recommends approval of Resolution No. 07-22/23, Creating a College Culture, as submitted.

Submitted by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

11.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 07-22/23
CREATING A COLLEGE CULTURE IN THE ALUM ROCK SCHOOL DISTRICT
OCTOBER 2022

WHEREAS, the mission of the Alum Rock Union School District states: We believe that all students can learn, all students can succeed. We recognize and value the diversity of our student population. We believe that diversity enhances students' ability and opportunity to learn. In order to achieve this mission, we have a single goal: to increase the academic achievement of our students.

WHEREAS, according to the Alum Rock Union School District Board of Trustees, the parent and community goal for 2022-2023 is to focus on the development and strengthening of a system for increasing parent support of District schools and involvement in student learning; and

WHEREAS, the demand for educated workers will rise by 2025, with two out of five jobs requiring a college degree; and

WHEREAS, a Bachelor's Degree provides young people with a lifetime income gain of approximately $1,000,000 and college graduates are 50% more likely to vote; and

WHEREAS, we believe every child should have a dream for college or post-secondary education; and

WHEREAS, when adults share their belief that everyone can go to college and talk with young people about their education, they inspire young people to design their own pathway to college and demystify college for children and youth;

NOW, THEREFORE BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union School District and the Superintendent create a multilingual "College for All" public engagement campaign to inform students, parents and staff of the value of a college education and the requirements necessary for students to enroll in four-year colleges and universities in the 2022-2023 school year; and

RESOLVED, further, that the Superintendent establish an implementation committee that collaborates with employee and employer organizations, post-secondary institutions, and other stakeholders, including parents and students, to incorporate community involvement in the development and implementation of the District's strategy; and

BE IT FURTHER RESOLVED, that the Alum Rock Union School District encourages every educator and every staff member to inspire and encourage students to believe that they can go to college by creating a college culture.

PASSED AND ADOPTED this 8th day of September, 2022, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Andrés Quintero, President _____

Minh Pham, Vice-President _____

Corina Herrera-Loera, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 8, 2022.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

11.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 10, 2022

Subject: **Resolution No. 08-22/23**
Hispanic Heritage Month
September 15 – October 15, 2022

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

Recommendation: Staff recommends approval of Resolution No. 08-22/23, Hispanic Heritage Month, as submitted.

Submitted by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

11.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 08-22/23
HISPANIC HERITAGE MONTH
SEPTEMBER 15 – OCTOBER 15, 2022

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating September 15 to October 15, 2022, *Hispanic Heritage Month*, and encourages all educational communities to observe this month with appropriate instructional activities.

PASSED AND ADOPTED this 8th day of September, 2022, at a regular meeting by the following vote:

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Andrés Quintero, President _____

Minh Pham, Vice-President _____

Corina Herrera-Loera, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 8, 2022.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

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

11.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 10, 2022

Subject: **Resolution No. 09-22/23**
Character Education Month
October, 2022

Staff Analysis: The State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the month of October, 2022, as Character Education Month.

Recommendation: Staff recommends proclaiming October, 2022, as Character Education Month.

Submitted by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

11.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 09-22/23
PROCLAIMING OCTOBER, 2022
"CHARACTER EDUCATION MONTH"

WHEREAS, California's State Superintendent of Public Instruction and the State Board of Education believe that all students enrolled in California Public Schools have the right to a comprehensive curriculum that promotes a common core of personal and social values as the basis of good character;

WHEREAS, the State Superintendent of Public Instruction and the State Board of Education believe that America's heritage and laws reflect a common core of personal and social values that holds the citizens of this democracy responsible for acting morally and ethically, being actively involved in school and community, resolving differences peacefully, and respecting the rights, dignity, and property of others;

WHEREAS, the State Superintendent of Public Instruction and the State Board of Education believe that the character of our state is only as strong as the character of each individual citizen;

WHEREAS, although character development is, first and foremost, an obligation of families, the efforts of Faith communities and schools, as well as youth, civic, and human services organizations also play a very significant role by supporting families and otherwise fostering and promoting good character;

WHEREAS, state law calls upon educators to impress upon students the principles of morality, truth, justice, patriotism, and a true comprehension of the rights, duties, and dignity of American citizenship; and the meaning of equality and human dignity, all of which result in awakening students to the moral and ethical virtues that build a fundamental strength of character;

WHEREAS, an effective character education program requires an intentional, proactive, consistent, and comprehensive approach that promotes a common core of personal and social values in all phases of school life, core values that include trustworthiness, respect, responsibility, fairness, caring citizenship, civic virtue, honesty, and personal responsibilities; now, therefore, be it

RESOLVED, the State Superintendent of Public Instruction and the State Board of Education, join in proclaiming and observing the month of October, 2022, as CHARACTER EDUCATION MONTH, and be it further

RESOLVED, the State Superintendent of Public Instruction and the State Board of Education encourage California's local education agencies to promote effective character education programs by taking a proactive and comprehensive approach that encourages responsible, ethical, civic-minded behavior in all phases of school life. Local school boards are encouraged to observe the month of October, 2020, as Character Education Month.

PASSED AND ADOPTED this 8th day of September, 2022, at a regular meeting by the following vote:

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Andrés Quintero, President _____

Minh Pham, Vice-President _____

Corina Herrera-Loera, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 8, 2022.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

11.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 22, 2022

Subject: **Resolution No. 11-22/23**
Digital Citizenship Week
October 17 – 21, 2022

Staff Analysis: The week of October 17 through 21, 2022, has been designated as "Digital Citizenship Week," to directly support the utmost important safety in students' lives as they engage in their progressive twenty-first century learning in Alum Rock.

Recommendation: Staff recommends approval of Resolution No. 11-22/23, Digital Citizenship Week, as submitted.

Submitted by: Jacqueline Montejano Title: Educational Technology, Academic Services

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

11.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 11-22/23
PROCLAIMING OCTOBER 17-21, 2022
"DIGITAL CITIZENSHIP WEEK"

WHEREAS, the California Department of Education encourages recognition of the week October 17-21, 2022 as Digital Citizenship Week: and

WHEREAS, the Alum Rock Union School District serves approximately 7,500 students, and approximately 600 teachers; and

WHEREAS, the Alum Rock Union School District continuously advances integrated technology for teaching and learning; and

WHEREAS, research has determined that all students need digital citizenship skills to participate fully in their communities and make smart choices online and in life; and

WHEREAS, Common Sense is the nation's leading nonprofit organization dedicated to improving the lives of all kids and families by providing the trustworthy information, education, and independent voice they need to thrive in the 21st century; and

WHEREAS, Alum Rock Educational Technology Teacher leaders have organized Common Sense resources, for monthly lessons for all grade levels to intentionally strengthen and develop internet safety for all Alum Rock students and Staff;

NOW, THEREFORE, BE IT RESOLVED that the week of October 17-21st, 2022, be proclaimed the "Digital Citizenship Week," to directly support the utmost important safety in students' lives as they engage in their progressive twenty-first century education in Alum Rock.

PASSED AND ADOPTED this 8th day of September, 2022, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Andrés Quintero, President _____

Minh Pham, Vice-President _____

Corina Herrera-Loera, Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 8, 2022.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

11.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 16, 2022

Subject: **Resolution No. 15-22/23, Regarding Sufficiency or Insufficiency of Instructional Materials**

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

Recommendation: Staff recommends approval of Resolution No. 15-22/23, Sufficiency of Instructional Materials as presented.

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

Approved by: Barbara Campbell BC Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

11.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: [redacted]

RESOLUTION No. 15-22/23
REGARDING SUFFICIENCY OR INSUFFICIENCY OF INSTRUCTIONAL MATERIALS

WHEREAS, the Governing Board of Alum Rock Union School District, in order to comply with the requirements of *Education Code Section 60119* held a public hearing September 8, 2022 at 5:30 p.m., which is on or before the eighth week of school (between the first day that students attend school and the eighth week from that day) and which did not take place during or immediately following school hours, and;

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

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

FOR A FINDING OF SUFFICIENT INSTRUCTIONAL MATERIALS:

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

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

WHEREAS, between 2008-2009 through **2022-2023** fiscal years, the definition of "sufficient textbooks or instructional materials" also means that all students who are enrolled in the same course within the Alum Rock Union School District, have standards-aligned textbooks or instructional materials from the same adoption cycle, and;

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

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

THEREFORE, IT IS RESOLVED that for the **2022-2023** school year, the Alum Rock Union School District has provided each student with sufficient textbooks and instructional materials aligned to the academic content standards and consistent with the cycles and content of the curriculum frameworks.

PASSED AND ADOPTED this 8th day of September 2022, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes _____ Noes _____ Absent _____ Abstain _____

Board of Trustees:

Andres Quintero, President _____

Minh Pham, Vice President _____

Corina Herrera–Loera, Board Clerk _____

Ernesto Bejarano, Member _____

Linda Chavez, Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union School District at a public meeting of said Board held on September 8, 2022.

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

11.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 5, 2022

Subject: **California Department of Education Expenditure Quarter 4 Report, 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), the Expenditure Quarterly Report provided for reporting period Quarter 4 FY 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: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Information Only

11.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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. Diánna J. Ballesteros

Grant Project Coordinator Signature: Dr. Diánna J. Ballesteros

Date Signed (if not included in electronic signature): 2022.07.25

Fiscal Agent Name: Teresa DeCelles

Fiscal Agent Signature: Teresa DeCelles

Digitally signed by Teresa DeCelles
Date: 2022.07.25 10:03:27 -07'00'

Date Signed (if not included in electronic signature):

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 DeCelles
Fiscal Agent Telephone Number:	408-928-6856
Fiscal Agent Email Address:	teresa.langner@arusd.org

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	$9,542.63	$9,776.24	$15,950.10	$35,268.97	$40,564.03
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	$2,020.43	$2,045.99	$3,218.10	$7,284.52	$6,288.08
4000	Books and Supplies	$36,181.89	$2,055.90	$9,117.29	$0.00	$0.00	$11,173.19	$25,008.70
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	$38,566.72	$38,566.72	$10,759.99
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	$1,470.37	$840.56	$4,104.95	$6,562.06	$5,984.65
Totals	Totals calculate automatically	$189,260.91	$2,202.07	$22,150.72	$12,662.79	$61,839.87	$98,855.46	$90,405.45

Quarter 4 Budget Narrative Form

Implementation Year 1 Quarter 4 (April 1 - June 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	Extended Duty Pay for teachers including PI	Aptitud	$15,950.10
2000	Classified Salaries			$0.00
3000	Employee Benefits	Related Benefits for Sheryl Mooring Additior	Aptitud	$3,218.10
4000	Books and Supplies			$0.00
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	and support to implement SIPPs program	Aptitud	$38,566.72
6000	Capital Outlay (not subject to indirect costs)			$0.00
7000	Indirect Costs	7.11%	Aptitud	$4,104.95
Totals	Totals calculate automatically			**$61,839.87**

11.08

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: 08/26/2022

Subject: **California Community Schools Partnership Program (CCSPP) planning Grant.**

Staff Analysis: The Alum Rock Union School District present to the Board of Trustees grant/award notification from the California Community Schools Partnership Program (CCSPP) in the amount of $200,000. The award start date is June 1, 2022 through June 30, 2024. The CCSPP Planning Grant funds are used to support local educational agencies (LEA) in the development of a community schools implementation plan. A community school is a "whole-child" school improvement strategy where the LEA and the school(s) work closely with teachers, students and families. Community schools collaborate with community agencies and local government to align community resources to improve student outcomes.

Recommendation: Information Only

Submitted by: Imee Almazan, Ed.D. Title: Director of Social and Emotional Learning

Approved by: Barbara Campbell Title: Assistant Superintendent, Instructional Services

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Information Only

11.08
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California Department of Education
Fiscal Administrative Services Division
AO-400 (REV. 09/2014)

RECEIVED
AUG 15 2022
BY:

Grant Award Notification

GRANTEE NAME AND ADDRESS	CDE GRANT NUMBER			
Hilaria Bauer, Superintendent Alum Rock Union Elementary School District 2930 Gay Avenue San Jose, CA 95127-2322	FY	PCA	Vendor Number	Suffix
	2021	25568	69369	02
Attention Hilaria Bauer, Superintendent	STANDARDIZED ACCOUNT CODE STRUCTURE			COUNTY
Program Office Accounting Office, Grant Funds	Resource Code		Revenue Object Code	43
Telephone 408-928-6800	6331		8590	INDEX
Name of Grant Program California Community Schools Partnership Program: Planning Grant				0615

GRANT DETAILS	Original/Prior Amendments	Amendment Amount	Total	Amend. No.	Award Starting Date	Award Ending Date
	$200,000	N/A	$200,000	N/A	06/01/2022	06/30/2024

CFDA Number	Federal Grant Number	Federal Grant Name	Federal Agency
N/A	N/A	N/A	N/A

Alum Rock Union Elementary School District has been funded for the California Community Schools Partnership Program Planning Grant.

This award is contingent upon the availability of funds. If the Legislature reduces or defers the funding upon which this award is based, this award will be amended accordingly.

Please return the original, signed Grant Award Notification (AO-400) to:

Neda Ismail, Associate Governmental Program Analyst
Career and College Transition Division
California Department of Education
1430 N Street, Suite 4202
Sacramento, CA 95814-5901

California Department of Education Contact	Job Title
Lisa Reimers	Education Programs Consultant
E-mail Address CCSPP@cde.ca.gov	**Telephone** 916-322-1762
Signature of the State Superintendent of Public Instruction or Designee ▸ Tony Thurmond	**Date** June 10, 2022

CERTIFICATION OF ACCEPTANCE OF GRANT REQUIREMENTS

On behalf of the grantee named above, I accept this grant award. I have read the applicable certifications, assurances, terms, and conditions identified on the grant application (for grants with an application process) or in this document or both; and I agree to comply with all requirements as a condition of funding.

Printed Name of Authorized Agent	Title
Hilaria Bauer	Superintendent
E-mail Address hilaria.bauer@arusd.org	**Telephone** 408-928-6822
Signature ▸ Hilaria Bauer	**Date** 8/15/2022

12.01

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 and Ratification of Tentative Agreement between the Alum Rock Union Elementary School District and Teamsters Local 150, for the period of July 1, 2022 - June 30, 2023.**

Staff Analysis:

The District and Teamsters Local 150 have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2022 - June 30, 2023.

Recommendation:

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

Submitted by: Cesar Torrico Title: Assistant Superintendent, Human Resources

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

Meeting: September 8, 2022 Regular Board Meeting

12.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Tentative Agreement Between Teamsters Local 150 and the Alum Rock School District for the 2022-2023 school year.

Article 11.8 All bargaining unit members utilizing interpreting skills shall receive a $250.00 annual stipend. Eligibility will be determined by the program manager. Any language may be submitted to the program manager for approval.

Article 11.8.1 The bargaining unit member shall submit a completed request form to the program manager for approval. Once approved, the stipend will be added to the unit members' pay.

Article 17 For the term of this agreement the District shall pay 85% of both the Teamster's Kaiser plan rate and for the Teamster's HMO plan.

Article 22.1.1 The District shall increase the salary schedule for all bargaining unit members by 5%, effective July 1, 2022.

Article 21.4.1.1 The parties agree that the bus drivers will be guaranteed a minimum of ~~five (5)~~ six (6) hours for the term of this agreement for the current levels of the Extended School Year of ~~2011~~ 2022. If the work day changes both parties agree to open the article during the year to renegotiate the District needs and work hours/days.

The District agrees to contract with an outside agency to do a classification and compensation study of all positions in the Teamster's bargaining unit to be completed by the conclusion of the next successor agreement.

Alan Daurie
Teamsters
Date 8/12/22

Cesar Torrico
Assistant Superintendent of HR
Date 8-4-2022

Kolvira Chheng
Assistant Superintendent
Date 8-22-22

Dr. George Kleidon
Director of HR
Date 8-27-22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2022-23 (5%)

Board Approved: Pending
Effective: July 1, 2022

BU Book Range		01	02	03	04	05	06	09	12	15	18	21
1.0	ANN	$ 34,953.12	$ 36,122.40	$ 37,354.32	$ 38,669.76	$ 40,068.72	$ 41,634.72	$ 43,889.76	$ 46,228.32	$ 48,587.76	$ 50,884.56	$ 53,786.88
	MO	$ 2,912.76	$ 3,010.20	$ 3,112.86	$ 3,222.48	$ 3,339.06	$ 3,469.56	$ 3,657.48	$ 3,852.36	$ 4,048.98	$ 4,240.38	$ 4,482.24
	DAY	$ 133.92	$ 138.40	$ 143.12	$ 148.16	$ 153.52	$ 159.52	$ 168.16	$ 177.12	$ 186.16	$ 194.96	$ 206.08
	HRS	$ 16.74	$ 17.30	$ 17.89	$ 18.52	$ 19.19	$ 19.94	$ 21.02	$ 22.14	$ 23.27	$ 24.37	$ 25.76
1.5	ANN	$ 35,642.16	$ 36,811.44	$ 38,147.76	$ 39,254.40	$ 40,695.12	$ 42,219.36	$ 44,516.16	$ 46,875.60	$ 49,214.16	$ 51,594.48	$ 54,455.04
	MO	$ 2,970.18	$ 3,067.62	$ 3,178.98	$ 3,271.20	$ 3,391.26	$ 3,518.28	$ 3,709.68	$ 3,906.30	$ 4,101.18	$ 4,299.54	$ 4,537.92
	DAY	$ 136.56	$ 141.04	$ 146.16	$ 150.40	$ 155.92	$ 161.76	$ 170.56	$ 179.60	$ 188.56	$ 197.68	$ 208.64
	HRS	$ 17.07	$ 17.63	$ 18.27	$ 18.80	$ 19.49	$ 20.22	$ 21.32	$ 22.45	$ 23.57	$ 24.71	$ 26.08
2.0	ANN	$ 36,122.40	$ 37,354.32	$ 38,669.76	$ 40,068.72	$ 41,634.72	$ 42,950.16	$ 45,309.60	$ 47,627.28	$ 49,965.84	$ 52,346.16	$ 55,248.48
	MO	$ 3,010.20	$ 3,112.86	$ 3,222.48	$ 3,339.06	$ 3,469.56	$ 3,579.18	$ 3,775.80	$ 3,968.94	$ 4,163.82	$ 4,362.18	$ 4,604.04
	DAY	$ 138.40	$ 143.12	$ 148.16	$ 153.52	$ 159.52	$ 164.56	$ 173.60	$ 182.48	$ 191.44	$ 200.56	$ 211.68
	HRS	$ 17.30	$ 17.89	$ 18.52	$ 19.19	$ 19.94	$ 20.57	$ 21.70	$ 22.81	$ 23.93	$ 25.07	$ 26.46
2.5	ANN	$ 36,811.44	$ 38,147.76	$ 39,254.40	$ 40,695.12	$ 42,219.36	$ 43,848.00	$ 44,850.24	$ 48,504.24	$ 50,884.56	$ 53,202.24	$ 56,083.68
	MO	$ 3,067.62	$ 3,178.98	$ 3,271.20	$ 3,391.26	$ 3,518.28	$ 3,654.00	$ 3,737.52	$ 4,042.02	$ 4,240.38	$ 4,433.52	$ 4,673.64
	DAY	$ 141.04	$ 146.16	$ 150.40	$ 155.92	$ 161.76	$ 168.00	$ 171.84	$ 185.84	$ 194.96	$ 203.84	$ 214.88
	HRS	$ 17.63	$ 18.27	$ 18.80	$ 19.49	$ 20.22	$ 21.00	$ 21.48	$ 23.23	$ 24.37	$ 25.48	$ 26.86
3.0	ANN	$ 37,354.32	$ 38,669.76	$ 40,068.72	$ 41,634.72	$ 42,950.16	$ 44,516.16	$ 46,875.60	$ 49,214.16	$ 51,594.48	$ 53,953.92	$ 56,960.64
	MO	$ 3,112.86	$ 3,222.48	$ 3,339.06	$ 3,469.56	$ 3,579.18	$ 3,709.68	$ 3,906.30	$ 4,101.18	$ 4,299.54	$ 4,496.16	$ 4,746.72
	DAY	$ 143.12	$ 148.16	$ 153.52	$ 159.52	$ 164.56	$ 170.56	$ 179.60	$ 188.56	$ 197.68	$ 206.72	$ 218.24
	HRS	$ 17.89	$ 18.52	$ 19.19	$ 19.94	$ 20.57	$ 21.32	$ 22.45	$ 23.57	$ 24.71	$ 25.84	$ 27.28
3.5	ANN	$ 38,147.76	$ 39,254.40	$ 40,695.12	$ 42,219.36	$ 43,848.00	$ 45,330.48	$ 47,836.08	$ 50,091.12	$ 52,513.20	$ 54,851.76	$ 57,733.20
	MO	$ 3,178.98	$ 3,271.20	$ 3,391.26	$ 3,518.28	$ 3,654.00	$ 3,777.54	$ 3,986.34	$ 4,174.26	$ 4,376.10	$ 4,570.98	$ 4,811.10
	DAY	$ 146.16	$ 150.40	$ 155.92	$ 161.76	$ 168.00	$ 173.68	$ 183.28	$ 191.92	$ 201.20	$ 210.16	$ 221.20
	HRS	$ 18.27	$ 18.80	$ 19.49	$ 20.22	$ 21.00	$ 21.71	$ 22.91	$ 23.99	$ 25.15	$ 26.27	$ 27.65
4.0	ANN	$ 38,669.76	$ 40,068.72	$ 41,634.72	$ 42,950.16	$ 44,516.16	$ 46,228.32	$ 48,587.76	$ 50,884.56	$ 53,223.12	$ 55,603.44	$ 58,610.16
	MO	$ 3,222.48	$ 3,339.06	$ 3,469.56	$ 3,579.18	$ 3,709.68	$ 3,852.36	$ 4,048.98	$ 4,240.38	$ 4,435.26	$ 4,633.62	$ 4,884.18
	DAY	$ 148.16	$ 153.52	$ 159.52	$ 164.56	$ 170.56	$ 177.12	$ 186.16	$ 194.96	$ 203.92	$ 213.04	$ 224.56
	HRS	$ 18.52	$ 19.19	$ 19.94	$ 20.57	$ 21.32	$ 22.14	$ 23.27	$ 24.37	$ 25.49	$ 26.63	$ 28.07
4.5	ANN	$ 39,254.40	$ 40,695.12	$ 42,219.36	$ 43,848.00	$ 45,330.48	$ 46,938.24	$ 49,360.32	$ 51,719.76	$ 54,058.32	$ 56,480.40	$ 59,466.24
	MO	$ 3,271.20	$ 3,391.26	$ 3,518.28	$ 3,654.00	$ 3,777.54	$ 3,911.52	$ 4,113.36	$ 4,309.98	$ 4,504.86	$ 4,706.70	$ 4,955.52
	DAY	$ 150.40	$ 155.92	$ 161.76	$ 168.00	$ 173.68	$ 179.84	$ 189.12	$ 198.16	$ 207.12	$ 216.40	$ 227.84
	HRS	$ 18.80	$ 19.49	$ 20.22	$ 21.00	$ 21.71	$ 22.48	$ 23.64	$ 24.77	$ 25.89	$ 27.05	$ 28.48
5.0	ANN	$ 40,068.72	$ 41,634.72	$ 42,950.16	$ 44,516.16	$ 46,228.32	$ 47,982.24	$ 50,362.56	$ 52,659.36	$ 54,935.28	$ 57,357.36	$ 60,405.84
	MO	$ 3,339.06	$ 3,469.56	$ 3,579.18	$ 3,709.68	$ 3,852.36	$ 3,998.52	$ 4,196.88	$ 4,388.28	$ 4,577.94	$ 4,779.78	$ 5,033.82
	DAY	$ 153.52	$ 159.52	$ 164.56	$ 170.56	$ 177.12	$ 183.84	$ 192.96	$ 201.76	$ 210.48	$ 219.76	$ 231.44
	HRS	$ 19.19	$ 19.94	$ 20.57	$ 21.32	$ 22.14	$ 22.98	$ 24.12	$ 25.22	$ 26.31	$ 27.47	$ 28.93

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2022-23 (5%)

Board Approved: Pending
Effective: July 1, 2022

BU Book Range		01	02	03	04	05	06	09	12	15	18	21
5.5	ANN	$ 40,695.12	$ 42,219.36	$ 43,848.00	$ 45,330.48	$ 46,938.24	$ 48,775.68	$ 51,135.12	$ 53,515.44	$ 55,854.00	$ 58,192.56	$ 61,074.00
	MO	$ 3,391.26	$ 3,518.28	$ 3,654.00	$ 3,777.54	$ 3,911.52	$ 4,064.64	$ 4,261.26	$ 4,459.62	$ 4,654.50	$ 4,849.38	$ 5,089.50
	DAY	$ 155.92	$ 161.76	$ 168.00	$ 173.68	$ 179.84	$ 186.88	$ 195.92	$ 205.04	$ 214.00	$ 222.96	$ 234.00
	HRS	$ 19.49	$ 20.22	$ 21.00	$ 21.71	$ 22.48	$ 23.36	$ 24.49	$ 25.63	$ 26.75	$ 27.87	$ 29.25
6.0	ANN	$ 41,634.72	$ 42,950.16	$ 44,516.16	$ 46,228.32	$ 47,982.24	$ 49,882.32	$ 52,241.76	$ 54,538.56	$ 56,856.24	$ 59,194.80	$ 62,180.64
	MO	$ 3,469.56	$ 3,579.18	$ 3,709.68	$ 3,852.36	$ 3,998.52	$ 4,156.86	$ 4,353.48	$ 4,544.88	$ 4,738.02	$ 4,932.90	$ 5,181.72
	DAY	$ 159.52	$ 164.56	$ 170.56	$ 177.12	$ 183.84	$ 191.12	$ 200.16	$ 208.96	$ 217.84	$ 226.80	$ 238.24
	HRS	$ 19.94	$ 20.57	$ 21.32	$ 22.14	$ 22.98	$ 23.89	$ 25.02	$ 26.12	$ 27.23	$ 28.35	$ 29.78
6.5	ANN	$ 42,219.36	$ 43,848.00	$ 45,330.48	$ 46,938.24	$ 48,775.68	$ 50,592.24	$ 53,014.32	$ 55,269.36	$ 57,607.92	$ 59,988.24	$ 62,974.08
	MO	$ 3,518.28	$ 3,654.00	$ 3,777.54	$ 3,911.52	$ 4,064.64	$ 4,216.02	$ 4,417.86	$ 4,605.78	$ 4,800.66	$ 4,999.02	$ 5,247.84
	DAY	$ 161.76	$ 168.00	$ 173.68	$ 179.84	$ 186.88	$ 193.84	$ 203.12	$ 211.76	$ 220.72	$ 229.84	$ 241.28
	HRS	$ 20.22	$ 21.00	$ 21.71	$ 22.48	$ 23.36	$ 24.23	$ 25.39	$ 26.47	$ 27.59	$ 28.73	$ 30.16
7.0	ANN	$ 42,950.16	$ 44,516.16	$ 46,228.32	$ 47,982.24	$ 49,882.32	$ 51,698.88	$ 54,016.56	$ 56,396.88	$ 58,693.68	$ 61,032.24	$ 63,976.32
	MO	$ 3,579.18	$ 3,709.68	$ 3,852.36	$ 3,998.52	$ 4,156.86	$ 4,308.24	$ 4,501.38	$ 4,699.74	$ 4,891.14	$ 5,086.02	$ 5,331.36
	DAY	$ 164.56	$ 170.56	$ 177.12	$ 183.84	$ 191.12	$ 198.08	$ 206.96	$ 216.08	$ 224.88	$ 233.84	$ 245.12
	HRS	$ 20.57	$ 21.32	$ 22.14	$ 22.98	$ 23.89	$ 24.76	$ 25.87	$ 27.01	$ 28.11	$ 29.23	$ 30.64
7.5	ANN	$ 43,848.00	$ 45,330.48	$ 46,938.24	$ 48,775.68	$ 50,592.24	$ 52,659.36	$ 54,935.28	$ 57,357.36	$ 59,695.92	$ 62,013.60	$ 65,020.32
	MO	$ 3,654.00	$ 3,777.54	$ 3,911.52	$ 4,064.64	$ 4,216.02	$ 4,388.28	$ 4,577.94	$ 4,779.78	$ 4,974.66	$ 5,167.80	$ 5,418.36
	DAY	$ 168.00	$ 173.68	$ 179.84	$ 186.88	$ 193.84	$ 201.76	$ 210.48	$ 219.76	$ 228.72	$ 237.60	$ 249.12
	HRS	$ 21.00	$ 21.71	$ 22.48	$ 23.36	$ 24.23	$ 25.22	$ 26.31	$ 27.47	$ 28.59	$ 29.70	$ 31.14
8.0	ANN	$ 44,516.16	$ 46,228.32	$ 47,982.24	$ 49,882.32	$ 51,698.88	$ 53,828.64	$ 56,167.20	$ 58,484.88	$ 60,906.96	$ 63,182.88	$ 66,147.84
	MO	$ 3,709.68	$ 3,852.36	$ 3,998.52	$ 4,156.86	$ 4,308.24	$ 4,485.72	$ 4,680.60	$ 4,873.74	$ 5,075.58	$ 5,265.24	$ 5,512.32
	DAY	$ 170.56	$ 177.12	$ 183.84	$ 191.12	$ 198.08	$ 206.24	$ 215.20	$ 224.08	$ 233.36	$ 242.08	$ 253.44
	HRS	$ 21.32	$ 22.14	$ 22.98	$ 23.89	$ 24.76	$ 25.78	$ 26.90	$ 28.01	$ 29.17	$ 30.26	$ 31.68
8.5	ANN	$ 45,330.48	$ 46,938.24	$ 48,775.68	$ 50,592.24	$ 52,659.36	$ 54,642.96	$ 56,960.64	$ 59,299.20	$ 61,825.68	$ 64,080.72	$ 67,066.56
	MO	$ 3,777.54	$ 3,911.52	$ 4,064.64	$ 4,216.02	$ 4,388.28	$ 4,553.58	$ 4,746.72	$ 4,941.60	$ 5,152.14	$ 5,340.06	$ 5,588.88
	DAY	$ 173.68	$ 179.84	$ 186.88	$ 193.84	$ 201.76	$ 209.36	$ 218.24	$ 227.20	$ 236.88	$ 245.52	$ 256.96
	HRS	$ 21.71	$ 22.48	$ 23.36	$ 24.23	$ 25.22	$ 26.17	$ 27.28	$ 28.40	$ 29.61	$ 30.69	$ 32.12
9.0	ANN	$ 46,228.32	$ 47,982.24	$ 49,882.32	$ 51,698.88	$ 53,828.64	$ 55,854.00	$ 58,192.56	$ 60,489.36	$ 62,848.80	$ 65,270.88	$ 68,382.00
	MO	$ 3,852.36	$ 3,998.52	$ 4,156.86	$ 4,308.24	$ 4,485.72	$ 4,654.50	$ 4,849.38	$ 5,040.78	$ 5,237.40	$ 5,439.24	$ 5,698.50
	DAY	$ 177.12	$ 183.84	$ 191.12	$ 198.08	$ 206.24	$ 214.00	$ 222.96	$ 231.76	$ 240.80	$ 250.08	$ 262.00
	HRS	$ 22.14	$ 22.98	$ 23.89	$ 24.76	$ 25.78	$ 26.75	$ 27.87	$ 28.97	$ 30.10	$ 31.26	$ 32.75
9.5	ANN	$ 46,938.24	$ 48,775.68	$ 50,592.24	$ 52,659.36	$ 54,642.96	$ 56,856.24	$ 59,194.80	$ 61,533.36	$ 63,955.44	$ 66,273.12	$ 69,238.08
	MO	$ 3,911.52	$ 4,064.64	$ 4,216.02	$ 4,388.28	$ 4,553.58	$ 4,738.02	$ 4,932.90	$ 5,127.78	$ 5,329.62	$ 5,522.76	$ 5,769.84
	DAY	$ 179.84	$ 186.88	$ 193.84	$ 201.76	$ 209.36	$ 217.84	$ 226.80	$ 235.76	$ 245.04	$ 253.92	$ 265.28
	HRS	$ 22.48	$ 23.36	$ 24.23	$ 25.22	$ 26.17	$ 27.23	$ 28.35	$ 29.47	$ 30.63	$ 31.74	$ 33.16

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2022-23 (5%)

Board Approved: Pending
Effective: July 1, 2022

BU Book Range		01	02	03	04	05	06	09	12	15	18	21
10.0	ANN	$ 47,982.24	$ 49,882.32	$ 51,698.88	$ 53,828.64	$ 55,854.00	$ 58,109.04	$ 60,447.60	$ 62,765.28	$ 65,250.00	$ 67,505.04	$ 70,574.40
	MO	$ 3,998.52	$ 4,156.86	$ 4,308.24	$ 4,485.72	$ 4,654.50	$ 4,842.42	$ 5,037.30	$ 5,230.44	$ 5,437.50	$ 5,625.42	$ 5,881.20
	DAY	$ 183.84	$ 191.12	$ 198.08	$ 206.24	$ 214.00	$ 222.64	$ 231.60	$ 240.48	$ 250.00	$ 258.64	$ 270.40
	HRS	$ 22.98	$ 23.89	$ 24.76	$ 25.78	$ 26.75	$ 27.83	$ 28.95	$ 30.06	$ 31.25	$ 32.33	$ 33.80
10.5	ANN	$ 48,775.68	$ 50,592.24	$ 52,659.36	$ 54,642.96	$ 56,856.24	$ 59,173.92	$ 61,533.36	$ 63,934.56	$ 66,168.72	$ 68,486.40	$ 71,555.76
	MO	$ 4,064.64	$ 4,216.02	$ 4,388.28	$ 4,553.58	$ 4,738.02	$ 4,931.16	$ 5,127.78	$ 5,327.88	$ 5,514.06	$ 5,707.20	$ 5,962.98
	DAY	$ 186.88	$ 193.84	$ 201.76	$ 209.36	$ 217.84	$ 226.72	$ 235.76	$ 244.96	$ 253.52	$ 262.40	$ 274.16
	HRS	$ 23.36	$ 24.23	$ 25.22	$ 26.17	$ 27.23	$ 28.34	$ 29.47	$ 30.62	$ 31.69	$ 32.80	$ 34.27
11.0	ANN	$ 49,882.32	$ 51,698.88	$ 53,828.64	$ 55,854.00	$ 58,109.04	$ 60,447.60	$ 62,765.28	$ 65,250.00	$ 67,567.68	$ 69,822.72	$ 72,850.32
	MO	$ 4,156.86	$ 4,308.24	$ 4,485.72	$ 4,654.50	$ 4,842.42	$ 5,037.30	$ 5,230.44	$ 5,437.50	$ 5,630.64	$ 5,818.56	$ 6,070.86
	DAY	$ 191.12	$ 198.08	$ 206.24	$ 214.00	$ 222.64	$ 231.60	$ 240.48	$ 250.00	$ 258.88	$ 267.52	$ 279.12
	HRS	$ 23.89	$ 24.76	$ 25.78	$ 26.75	$ 27.83	$ 28.95	$ 30.06	$ 31.25	$ 32.36	$ 33.44	$ 34.89
11.5	ANN	$ 50,592.24	$ 52,659.36	$ 54,642.96	$ 56,856.24	$ 59,173.92	$ 61,533.36	$ 63,934.56	$ 66,168.72	$ 68,486.40	$ 70,866.72	$ 73,977.84
	MO	$ 4,216.02	$ 4,388.28	$ 4,553.58	$ 4,738.02	$ 4,931.16	$ 5,127.78	$ 5,327.88	$ 5,514.06	$ 5,707.20	$ 5,905.56	$ 6,164.82
	DAY	$ 193.84	$ 201.76	$ 209.36	$ 217.84	$ 226.72	$ 235.76	$ 244.96	$ 253.52	$ 262.40	$ 271.52	$ 283.44
	HRS	$ 24.23	$ 25.22	$ 26.17	$ 27.23	$ 28.34	$ 29.47	$ 30.62	$ 31.69	$ 32.80	$ 33.94	$ 35.43
12.0	ANN	$ 51,698.88	$ 53,828.64	$ 55,854.00	$ 58,109.04	$ 60,447.60	$ 62,848.80	$ 65,270.88	$ 67,567.68	$ 69,843.60	$ 72,244.80	$ 75,335.04
	MO	$ 4,308.24	$ 4,485.72	$ 4,654.50	$ 4,842.42	$ 5,037.30	$ 5,237.40	$ 5,439.24	$ 5,630.64	$ 5,820.30	$ 6,020.40	$ 6,277.92
	DAY	$ 198.08	$ 206.24	$ 214.00	$ 222.64	$ 231.60	$ 240.80	$ 250.08	$ 258.88	$ 267.60	$ 276.80	$ 288.64
	HRS	$ 24.76	$ 25.78	$ 26.75	$ 27.83	$ 28.95	$ 30.10	$ 31.26	$ 32.36	$ 33.45	$ 34.60	$ 36.08
12.5	ANN	$ 52,659.36	$ 54,642.96	$ 56,856.24	$ 59,173.92	$ 61,533.36	$ 64,080.72	$ 66,481.92	$ 68,820.48	$ 71,138.16	$ 73,393.20	$ 76,587.84
	MO	$ 4,388.28	$ 4,553.58	$ 4,738.02	$ 4,931.16	$ 5,127.78	$ 5,340.06	$ 5,540.16	$ 5,735.04	$ 5,928.18	$ 6,116.10	$ 6,382.32
	DAY	$ 201.76	$ 209.36	$ 217.84	$ 226.72	$ 235.76	$ 245.52	$ 254.72	$ 263.68	$ 272.56	$ 281.20	$ 293.44
	HRS	$ 25.22	$ 26.17	$ 27.23	$ 28.34	$ 29.47	$ 30.69	$ 31.84	$ 32.96	$ 34.07	$ 35.15	$ 36.68
13.0	ANN	$ 53,828.64	$ 55,854.00	$ 58,109.04	$ 60,447.60	$ 62,848.80	$ 65,479.68	$ 67,880.88	$ 70,198.56	$ 72,599.76	$ 74,854.80	$ 77,903.28
	MO	$ 4,485.72	$ 4,654.50	$ 4,842.42	$ 5,037.30	$ 5,237.40	$ 5,456.64	$ 5,656.74	$ 5,849.88	$ 6,049.98	$ 6,237.90	$ 6,491.94
	DAY	$ 206.24	$ 214.00	$ 222.64	$ 231.60	$ 240.80	$ 250.88	$ 260.08	$ 268.96	$ 278.16	$ 286.80	$ 298.48
	HRS	$ 25.78	$ 26.75	$ 27.83	$ 28.95	$ 30.10	$ 31.36	$ 32.51	$ 33.62	$ 34.77	$ 35.85	$ 37.31
13.5	ANN	$ 54,642.96	$ 56,856.24	$ 59,173.92	$ 61,533.36	$ 64,080.72	$ 66,753.36	$ 69,029.28	$ 71,430.48	$ 73,852.56	$ 76,128.48	$ 79,260.48
	MO	$ 4,553.58	$ 4,738.02	$ 4,931.16	$ 5,127.78	$ 5,340.06	$ 5,562.78	$ 5,752.44	$ 5,952.54	$ 6,154.38	$ 6,344.04	$ 6,605.04
	DAY	$ 209.36	$ 217.84	$ 226.72	$ 235.76	$ 245.52	$ 255.76	$ 264.48	$ 273.68	$ 282.96	$ 291.68	$ 303.68
	HRS	$ 26.17	$ 27.23	$ 28.34	$ 29.47	$ 30.69	$ 31.97	$ 33.06	$ 34.21	$ 35.37	$ 36.46	$ 37.96
14.0	ANN	$ 55,854.00	$ 58,109.04	$ 60,447.60	$ 62,848.80	$ 65,479.68	$ 68,214.96	$ 70,532.64	$ 72,766.80	$ 75,272.40	$ 77,527.44	$ 80,659.44
	MO	$ 4,654.50	$ 4,842.42	$ 5,037.30	$ 5,237.40	$ 5,456.64	$ 5,684.58	$ 5,877.72	$ 6,063.90	$ 6,272.70	$ 6,460.62	$ 6,721.62
	DAY	$ 214.00	$ 222.64	$ 231.60	$ 240.80	$ 250.88	$ 261.36	$ 270.24	$ 278.80	$ 288.40	$ 297.04	$ 309.04
	HRS	$ 26.75	$ 27.83	$ 28.95	$ 30.10	$ 31.36	$ 32.67	$ 33.78	$ 34.85	$ 36.05	$ 37.13	$ 38.63

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2022-23 (5%)

Board Approved: Pending
Effective: July 1, 2022

BU Book Range		01	02	03	04	05	06	09	12	15	18	21
14.5	ANN	$ 56,856.24	$ 59,173.92	$ 61,533.36	$ 64,080.72	$ 66,753.36	$ 69,363.36	$ 71,701.92	$ 74,082.24	$ 76,525.20	$ 78,863.76	$ 82,037.52
	MO	$ 4,738.02	$ 4,931.16	$ 5,127.78	$ 5,340.06	$ 5,562.78	$ 5,780.28	$ 5,975.16	$ 6,173.52	$ 6,377.10	$ 6,571.98	$ 6,836.46
	DAY	$ 217.84	$ 226.72	$ 235.76	$ 245.52	$ 255.76	$ 265.76	$ 274.72	$ 283.84	$ 293.20	$ 302.16	$ 314.32
	HRS	$ 27.23	$ 28.34	$ 29.47	$ 30.69	$ 31.97	$ 33.22	$ 34.34	$ 35.48	$ 36.65	$ 37.77	$ 39.29
15.0	ANN	$ 58,109.04	$ 60,447.60	$ 62,848.80	$ 65,479.68	$ 68,214.96	$ 70,929.36	$ 73,330.56	$ 75,836.16	$ 78,091.20	$ 80,492.40	$ 83,624.40
	MO	$ 4,842.42	$ 5,037.30	$ 5,237.40	$ 5,456.64	$ 5,684.58	$ 5,910.78	$ 6,110.88	$ 6,319.68	$ 6,507.60	$ 6,707.70	$ 6,968.70
	DAY	$ 222.64	$ 231.60	$ 240.80	$ 250.88	$ 261.36	$ 271.76	$ 280.96	$ 290.56	$ 299.20	$ 308.40	$ 320.40
	HRS	$ 27.83	$ 28.95	$ 30.10	$ 31.36	$ 32.67	$ 33.97	$ 35.12	$ 36.32	$ 37.40	$ 38.55	$ 40.05
15.5	ANN	$ 59,173.92	$ 61,533.36	$ 64,080.72	$ 66,753.36	$ 69,363.36	$ 72,349.20	$ 74,646.00	$ 77,026.32	$ 79,469.28	$ 81,807.84	$ 84,960.72
	MO	$ 4,931.16	$ 5,127.78	$ 5,340.06	$ 5,562.78	$ 5,780.28	$ 6,029.10	$ 6,220.50	$ 6,418.86	$ 6,622.44	$ 6,817.32	$ 7,080.06
	DAY	$ 226.72	$ 235.76	$ 245.52	$ 255.76	$ 265.76	$ 277.20	$ 286.00	$ 295.12	$ 304.48	$ 313.44	$ 325.52
	HRS	$ 28.34	$ 29.47	$ 30.69	$ 31.97	$ 33.22	$ 34.65	$ 35.75	$ 36.89	$ 38.06	$ 39.18	$ 40.69
16.0	ANN	$ 60,447.60	$ 62,848.80	$ 65,479.68	$ 68,214.96	$ 70,929.36	$ 73,915.20	$ 76,316.40	$ 78,634.08	$ 80,972.64	$ 83,311.20	$ 86,484.96
	MO	$ 5,037.30	$ 5,237.40	$ 5,456.64	$ 5,684.58	$ 5,910.78	$ 6,159.60	$ 6,359.70	$ 6,552.84	$ 6,747.72	$ 6,942.60	$ 7,207.08
	DAY	$ 231.60	$ 240.80	$ 250.88	$ 261.36	$ 271.76	$ 283.20	$ 292.40	$ 301.28	$ 310.24	$ 319.20	$ 331.36
	HRS	$ 28.95	$ 30.10	$ 31.36	$ 32.67	$ 33.97	$ 35.40	$ 36.55	$ 37.66	$ 38.78	$ 39.90	$ 41.42
16.5	ANN	$ 61,533.36	$ 64,080.72	$ 66,753.36	$ 69,363.36	$ 72,349.20	$ 75,355.92	$ 77,798.88	$ 80,179.20	$ 82,559.52	$ 84,856.32	$ 88,092.72
	MO	$ 5,127.78	$ 5,340.06	$ 5,562.78	$ 5,780.28	$ 6,029.10	$ 6,279.66	$ 6,483.24	$ 6,681.60	$ 6,879.96	$ 7,071.36	$ 7,341.06
	DAY	$ 235.76	$ 245.52	$ 255.76	$ 265.76	$ 277.20	$ 288.72	$ 298.08	$ 307.20	$ 316.32	$ 325.12	$ 337.52
	HRS	$ 29.47	$ 30.69	$ 31.97	$ 33.22	$ 34.65	$ 36.09	$ 37.26	$ 38.40	$ 39.54	$ 40.64	$ 42.19
17.0	ANN	$ 62,848.80	$ 65,479.68	$ 68,214.96	$ 70,929.36	$ 73,915.20	$ 77,026.32	$ 79,469.28	$ 81,807.84	$ 84,083.76	$ 86,547.60	$ 89,971.92
	MO	$ 5,237.40	$ 5,456.64	$ 5,684.58	$ 5,910.78	$ 6,159.60	$ 6,418.86	$ 6,622.44	$ 6,817.32	$ 7,006.98	$ 7,212.30	$ 7,497.66
	DAY	$ 240.80	$ 250.88	$ 261.36	$ 271.76	$ 283.20	$ 295.12	$ 304.48	$ 313.44	$ 322.16	$ 331.60	$ 344.72
	HRS	$ 30.10	$ 31.36	$ 32.67	$ 33.97	$ 35.40	$ 36.89	$ 38.06	$ 39.18	$ 40.27	$ 41.45	$ 43.09
17.5	ANN	$ 64,080.72	$ 66,753.36	$ 69,363.36	$ 72,349.20	$ 75,355.92	$ 78,571.44	$ 80,826.48	$ 83,269.44	$ 85,545.36	$ 87,925.68	$ 91,182.96
	MO	$ 5,340.06	$ 5,562.78	$ 5,780.28	$ 6,029.10	$ 6,279.66	$ 6,547.62	$ 6,735.54	$ 6,939.12	$ 7,128.78	$ 7,327.14	$ 7,598.58
	DAY	$ 245.52	$ 255.76	$ 265.76	$ 277.20	$ 288.72	$ 301.04	$ 309.68	$ 319.04	$ 327.76	$ 336.88	$ 349.36
	HRS	$ 30.69	$ 31.97	$ 33.22	$ 34.65	$ 36.09	$ 37.63	$ 38.71	$ 39.88	$ 40.97	$ 42.11	$ 43.67
18.0	ANN	$ 65,479.68	$ 68,214.96	$ 70,929.36	$ 73,915.20	$ 77,026.32	$ 80,492.40	$ 82,789.20	$ 85,190.40	$ 87,549.84	$ 89,867.52	$ 93,103.92
	MO	$ 5,456.64	$ 5,684.58	$ 5,910.78	$ 6,159.60	$ 6,418.86	$ 6,707.70	$ 6,899.10	$ 7,099.20	$ 7,295.82	$ 7,488.96	$ 7,758.66
	DAY	$ 250.88	$ 261.36	$ 271.76	$ 283.20	$ 295.12	$ 308.40	$ 317.20	$ 326.40	$ 335.44	$ 344.32	$ 356.72
	HRS	$ 31.36	$ 32.67	$ 33.97	$ 35.40	$ 36.89	$ 38.55	$ 39.65	$ 40.80	$ 41.93	$ 43.04	$ 44.59
18.5	ANN	$ 66,753.36	$ 69,363.36	$ 72,349.20	$ 75,355.92	$ 78,571.44	$ 81,954.00	$ 84,229.92	$ 86,547.60	$ 88,865.28	$ 91,245.60	$ 94,440.24
	MO	$ 5,562.78	$ 5,780.28	$ 6,029.10	$ 6,279.66	$ 6,547.62	$ 6,829.50	$ 7,019.16	$ 7,212.30	$ 7,405.44	$ 7,603.80	$ 7,870.02
	DAY	$ 255.76	$ 265.76	$ 277.20	$ 288.72	$ 301.04	$ 314.00	$ 322.72	$ 331.60	$ 340.48	$ 349.60	$ 361.84
	HRS	$ 31.97	$ 33.22	$ 34.65	$ 36.09	$ 37.63	$ 39.25	$ 40.34	$ 41.45	$ 42.56	$ 43.70	$ 45.23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
12 MTH SALARY SCHEDULE
TEAMSTERS
2022-23 (5%)

Board Approved: Pending
Effective: July 1, 2022

BU Book Range		01	02	03	04	05	06	09	12	15	18	21
19.0	ANN	$ 68,214.96	$ 70,929.36	$ 73,915.20	$ 77,026.32	$ 80,492.40	$ 83,874.96	$ 86,213.52	$ 88,531.20	$ 90,869.76	$ 93,208.32	$ 96,486.48
	MO	$ 5,684.58	$ 5,910.78	$ 6,159.60	$ 6,418.86	$ 6,707.70	$ 6,989.58	$ 7,184.46	$ 7,377.60	$ 7,572.48	$ 7,767.36	$ 8,040.54
	DAY	$ 261.36	$ 271.76	$ 283.20	$ 295.12	$ 308.40	$ 321.36	$ 330.32	$ 339.20	$ 348.16	$ 357.12	$ 369.68
	HRS	$ 32.67	$ 33.97	$ 35.40	$ 36.89	$ 38.55	$ 40.17	$ 41.29	$ 42.40	$ 43.52	$ 44.64	$ 46.21
19.5	ANN	$ 69,363.36	$ 72,349.20	$ 75,355.92	$ 78,571.44	$ 81,954.00	$ 85,524.48	$ 87,842.16	$ 90,264.24	$ 92,561.04	$ 94,899.60	$ 98,136.00
	MO	$ 5,780.28	$ 6,029.10	$ 6,279.66	$ 6,547.62	$ 6,829.50	$ 7,127.04	$ 7,320.18	$ 7,522.02	$ 7,713.42	$ 7,908.30	$ 8,178.00
	DAY	$ 265.76	$ 277.20	$ 288.72	$ 301.04	$ 314.00	$ 327.68	$ 336.56	$ 345.84	$ 354.64	$ 363.60	$ 376.00
	HRS	$ 33.22	$ 34.65	$ 36.09	$ 37.63	$ 39.25	$ 40.96	$ 42.07	$ 43.23	$ 44.33	$ 45.45	$ 47.00
20.0	ANN	$ 70,929.36	$ 73,915.20	$ 77,026.32	$ 80,492.40	$ 83,895.84	$ 87,549.84	$ 89,867.52	$ 92,122.56	$ 94,440.24	$ 96,841.44	$ 100,265.76
	MO	$ 5,910.78	$ 6,159.60	$ 6,418.86	$ 6,707.70	$ 6,991.32	$ 7,295.82	$ 7,488.96	$ 7,676.88	$ 7,870.02	$ 8,070.12	$ 8,355.48
	DAY	$ 271.76	$ 283.20	$ 295.12	$ 308.40	$ 321.44	$ 335.44	$ 344.32	$ 352.96	$ 361.84	$ 371.04	$ 384.16
	HRS	$ 33.97	$ 35.40	$ 36.89	$ 38.55	$ 40.18	$ 41.93	$ 43.04	$ 44.12	$ 45.23	$ 46.38	$ 48.02
20.5	ANN	$ 72,349.20	$ 75,355.92	$ 78,571.44	$ 81,954.00	$ 85,524.48	$ 89,157.60	$ 91,475.28	$ 93,897.36	$ 96,194.16	$ 98,532.72	$ 101,810.88
	MO	$ 6,029.10	$ 6,279.66	$ 6,547.62	$ 6,829.50	$ 7,127.04	$ 7,429.80	$ 7,622.94	$ 7,824.78	$ 8,016.18	$ 8,211.06	$ 8,484.24
	DAY	$ 277.20	$ 288.72	$ 301.04	$ 314.00	$ 327.68	$ 341.60	$ 350.48	$ 359.76	$ 368.56	$ 377.52	$ 390.08
	HRS	$ 34.65	$ 36.09	$ 37.63	$ 39.25	$ 40.96	$ 42.70	$ 43.81	$ 44.97	$ 46.07	$ 47.19	$ 48.76
21.0	ANN	$ 73,852.56	$ 77,026.32	$ 80,492.40	$ 83,895.84	$ 87,549.84	$ 91,308.24	$ 93,709.44	$ 96,068.88	$ 98,323.92	$ 100,725.12	$ 104,065.92
	MO	$ 6,154.38	$ 6,418.86	$ 6,707.70	$ 6,991.32	$ 7,295.82	$ 7,609.02	$ 7,809.12	$ 8,005.74	$ 8,193.66	$ 8,393.76	$ 8,672.16
	DAY	$ 282.96	$ 295.12	$ 308.40	$ 321.44	$ 335.44	$ 349.84	$ 359.04	$ 368.08	$ 376.72	$ 385.92	$ 398.72
	HRS	$ 35.37	$ 36.89	$ 38.55	$ 40.18	$ 41.93	$ 43.73	$ 44.88	$ 46.01	$ 47.09	$ 48.24	$ 49.84
21.5	ANN	$ 75,355.92	$ 78,571.44	$ 81,954.00	$ 85,524.48	$ 89,157.60	$ 92,999.52	$ 95,421.60	$ 97,676.64	$ 100,056.96	$ 102,416.40	$ 105,798.96
	MO	$ 6,279.66	$ 6,547.62	$ 6,829.50	$ 7,127.04	$ 7,429.80	$ 7,749.96	$ 7,951.80	$ 8,139.72	$ 8,338.08	$ 8,534.70	$ 8,816.58
	DAY	$ 288.72	$ 301.04	$ 314.00	$ 327.68	$ 341.60	$ 356.32	$ 365.60	$ 374.24	$ 383.36	$ 392.40	$ 405.36
	HRS	$ 36.09	$ 37.63	$ 39.25	$ 40.96	$ 42.70	$ 44.54	$ 45.70	$ 46.78	$ 47.92	$ 49.05	$ 50.67
22.0	ANN	$ 77,026.32	$ 80,492.40	$ 83,895.84	$ 87,549.84	$ 91,308.24	$ 95,233.68	$ 97,634.88	$ 99,994.32	$ 102,332.88	$ 104,546.16	$ 107,928.72
	MO	$ 6,418.86	$ 6,707.70	$ 6,991.32	$ 7,295.82	$ 7,609.02	$ 7,936.14	$ 8,136.24	$ 8,332.86	$ 8,527.74	$ 8,712.18	$ 8,994.06
	DAY	$ 295.12	$ 308.40	$ 321.44	$ 335.44	$ 349.84	$ 364.88	$ 374.08	$ 383.12	$ 392.08	$ 400.56	$ 413.52
	HRS	$ 36.89	$ 38.55	$ 40.18	$ 41.93	$ 43.73	$ 45.61	$ 46.76	$ 47.89	$ 49.01	$ 50.07	$ 51.69

12.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Tentative Agreement Between The Alum Rock Union Elementary School District and the California School Employees Association (CSEA), Chapter# 305, for the period of July 1, 2021 – June 30, 2022.**

Staff Analysis:

The District and CSEA Chapter # 305 have reached the attached Tentative Agreement on collective bargaining issues for the period of July 1, 2021 - June 30, 2022.

Recommendation:

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

Submitted by: Cesar Torrico Title: Assistant Superintendent, Human Resources

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

Meeting: September 8, 2022 Regular Board Meeting

12.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

TENTATIVE AGREEMENT BETWEEN
CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION AND ITS ALUM ROCK CHAPTER #305 AND ALUM ROCK UNION SCHOOL DISTRICT REGARDING REOPENER NEGOTIATIONS FOR THE 2021-2022 SCHOOL YEAR

ARTICLE VIII

PAY AND ALLOWANCE

8.1 Regular Rate of Pay.

8.1.1 For the 2021-2022 school year:

Effective July 1, 2021, CSEA unit members shall receive a 3.25% (three and one quarter percent) increase to the salary schedule.

CSEA unit members employed during the 2021-2022 school year shall receive a one-time, off-schedule payment of 3% (three percent). CSEA members who were not employed full time shall have this amount pro-rated.

Effective July 1, 2021, CSEA unit members on step 21 of the salary schedule shall receive an additional 1% (one percent) ongoing, this is in addition to the 3.25% (three and one quarter percent) increase that the parties agreed to for the 2021-2022 school year.

ARTICLE X

Status Quo

ARTICLE XI

HOLIDAYS

11.1 **Scheduled Holidays**. The District agrees to provide all bargaining unit members with eighteen (18) paid holidays.

ARTICLE XV

LAYOFF AND REEMPLOYMENT

15.1 Notice of Layoff

15.1.1 When, as a result of the expiration of a specially funded program, classified positions must be eliminated at the end of any school year, and classified bargaining unit members will be subject to layoff for lack of funds, the District shall notify CSEA and the affected unit member in writing not less than sixty (60) days prior to the effective date of their layoff, informing them of their layoff effective at the end of such school year and of their displacement rights, if any, and reemployment rights.

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15.1.2 Procedures for layoff notice and right to hearing are set forth in Education Code section 45117.

15.1.2.1 Initial layoff notices shall be issued no later than March 15th and contain: 1) effective date of layoff, 2) statement of employees' layoff rights pursuant to CSEA contract and the Education Code, including the employee's right to request a hearing, 3) statement of employee's displacement rights, if any, and re-employment rights pursuant to CSEA contract and Education Code Sections, 4) reasons for layoff, and 5) rights to unemployment and retirement benefits.

15.1.2.2 Final layoff notices shall be issued before May 15th, unless a continuance is granted pursuant to Education Code section 45117.

For ARUSD (District)

Kolvira Chheng,
Assistant Superintendent, Business Services

Date

Cesar Torrico,
Assistant Superintendent, Human Resources

08 / 08 / 2022

Date

Sandra Garcia, Director of State & Federal

Date

For California School Employees Association (CSEA)

Sharon Fontaine, CSEA President

Date

Tracy Loftin, CSEA Vice President

Date

Melody Todd, CSEA Representative

Date

Carol Adamek, CSEA Chief Negotiator

Date

Robin James-Utigaard,
CSEA Labor Relations Representative
08/08/2022

Date

Doc ID: b51e596dc128ee1a52ae04114878195809776044

HELLOSIGN

Audit Trail

TITLE	CSEA Reopener Negotiations for the 2021-2022 SY
FILE NAME	ARUSD to CSEA 5.25.22.pdf
DOCUMENT ID	b51e596dc128ee1a52ae04114878195809776044
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**08 / 08 / 2022** 23:16:14 UTC	Sent for signature to Kolvira Chheng (kolvira.chheng@arusd.org), Cesar Torrico (cesar.torrico@arusd.org), Sandra Garcia (sandra.garcia@arusd.org), Sharon Fontaine (hunterf2110@gmail.com), Tracy Loftin (tracy.loftin@arusd.org), Melody Todd (melody.todd@arusd.org), Robin James-Utigaard (rjamesutigaard@csea.com) and Carol Adamek (cadamek@sbcglobal.net) from sabrina.lott@arusd.org IP: 206.213.189.98
VIEWED	**08 / 08 / 2022** 23:16:41 UTC	Viewed by Cesar Torrico (cesar.torrico@arusd.org) IP: 206.213.189.99
SIGNED	**08 / 08 / 2022** 23:17:26 UTC	Signed by Cesar Torrico (cesar.torrico@arusd.org) IP: 206.213.189.99
VIEWED	**08 / 08 / 2022** 23:18:03 UTC	Viewed by Sharon Fontaine (hunterf2110@gmail.com) IP: 73.90.187.17

HELLOSIGN

Audit Trail

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FILE NAME	ARUSD to CSEA 5.25.22.pdf
DOCUMENT ID	b51e596dc128ee1a52ae04114878195809776044
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

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HELLOSIGN

Audit Trail

TITLE	CSEA Reopener Negotiations for the 2021-2022 SY
FILE NAME	ARUSD to CSEA 5.25.22.pdf
DOCUMENT ID	b51e596dc128ee1a52ae04114878195809776044
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

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SIGNED	**08 / 09 / 2022** 18:01:20 UTC	Signed by Tracy Loftin (tracy.loftin@arusd.org) IP: 206.213.189.98
VIEWED	**08 / 09 / 2022** 21:54:19 UTC	Viewed by Kolvira Chheng (kolvira.chheng@arusd.org) IP: 206.213.189.98
SIGNED	**08 / 09 / 2022** 21:54:44 UTC	Signed by Kolvira Chheng (kolvira.chheng@arusd.org) IP: 206.213.189.98
VIEWED	**08 / 10 / 2022** 22:59:49 UTC	Viewed by Melody Todd (melody.todd@arusd.org) IP: 206.213.189.98

HELLOSIGN

Audit Trail

TITLE	CSEA Reopener Negotiations for the 2021-2022 SY
FILE NAME	ARUSD to CSEA 5.25.22.pdf
DOCUMENT ID	b51e596dc128ee1a52ae04114878195809776044
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SIGNED	**08 / 10 / 2022** 23:00:39 UTC	Signed by Melody Todd (melody.todd@arusd.org) IP: 206.213.189.98
COMPLETED	**08 / 10 / 2022** 23:00:39 UTC	The document has been completed.

12.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

Submitted by: Cesar Torrico Title: Assistant Superintendent, Human Resources

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

Meeting: September 8, 2022
Regular Board Meeting

12.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

September 08, 2022

CERTIFICATED RESIGNATIONS:

I. **Resignations:**

1. Costa, Douglas	P.E./Renaissance Academy II	08/08/2022
2. Linhares, Sheri	Speech Therapist/Special Education Dept.	06/29/2022
3. Livoti, Jessica	RSP/Linda Vista Elementary	09/16/2022

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

September 8, 2022

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Gauntt, Andrea C	School Administrative Assistant/Aptitud at Goss	07/27/2022
2.	Leon, Angelica	Health Assistant/Sheppard	08/02/2022

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

13.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: August 19, 2022

Subject: **Bay Alarm Company – Security Guard Services for the 2022-2023 SY**

Staff Analysis: Per Public Contract Code (PCC) Section 20111(a), the District issued RFP No. 2223-MOT01 on April 12, 2022 for Security Guard Services. Responses to this RFP were due April 29, 2022; no responses were received by the District.

Due to the District not receiving any proposals for RFP No. 2223-MOT01, the District has opted to negotiate an agreement with Bay Alarm as they have been providing overnight security services for the District through a contract that was Board approved April 05, 2022. The term of this contract was April 01, 2022 through June 30, 2022.

As a result of frequent vandalism, the District needs overnight security and patrol services seven (7) days a week, including weekends and holidays. Coverage includes mobile and walks through facilities from 10:00 p.m. to 6:00 am. district-wide.

Recommendation: Staff recommends the Board of Trustees approve the contract with Bay Alarm Company to provide overnight Security Patrol Services for the 2022-2023 SY in the amount of $160,000 dollars.

Prepared by: Ed Villarreal Title: Director of MOT

Approved by: Kolvira Chheng Title: Assistant Superintendent of Business

To the Board of Trustees: Meeting: September 8, 2022

Recommended Approval

13.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, Director

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

   Name of Individual/Company: Balco Holdings, Inc. dba: Bay Alarm Company

   Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

   Phone: (800) 610-1000 / 1-800-470-1000 Email Address: WWW.bayalarm.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 end date June 30, 2023

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

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

   Overnight security patrol seven days a week, from 10:00pm - 6:00am. Service provided on weekend and holidays. Coveragare includes mobile and walking the facilities district-wide.

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

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

   X b. **Other:** $160,000. FY 22/23 (describe rate agreement) $12,045 per month. This cost doesn't include overtime charges and national holidays. Holidays and overtime will be billed separately at x 1.5 of the rate.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	5350	$160,000.00	M.V. 8/24/2022

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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CORPORATE ACCOUNTS GROUP
5130 Commercial Circle · Concord, CA 94520
P.O. Box 8140 · Walnut Creek, CA 94596-8140
Direct: 925-434-8623·

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Sales: 1-800-610-1000
Service: 1-800-470-1000

ARUSD

2930 GAY AVE, SAN JOSE, CA 95127

PREPARED BY: SEAN GHAFOURI

PATROL:

BAY ALARM AND/OR BAY ALARM CONTRACTED AGENT/S TO PROVIDE THE FOLLOWING SERVICES:

- ON SITE VEHICLE PATROL OF ARSD PROPERTIES PER LIST PROVIDED (SEE ATTACHED).
- PATROL WILL BE SEVEN DAYS A WEEK FROM 10PM-6AM.
- BAY ALARM AND/OR BAY ALARM CONTRACTED AGENT/S TO ALSO RESPOND TO BURGLAR ALARM ACTIVITIES (WHENEVER THE AGENTS WIL BE DISPATCHED BY THE MONITORING COMPANY).
- WHEN ALALRM ACTIVATION OCCURED, AGENT/S TO CONDUCT COMPLETE FOOT PATROL OF THE SITE AND LOOK FOR SIGNS OF BREAK IN OR FORCED ENTRY.
- RESPONSE TIME WILL HAVE A GOAL OF UP TO 30 MINUTES FROM GETTING THE DISPATCH CALL, HOWEEVR, THIS IS NOT GUARANTEED SINCE IT CAN DEPANDS ON TRAFFIC, CAR, ETC.
- AGENT/S TO CALL LOCAL PD TO ADDRESS INCIDENTS SUCH AS VANDILISM, BREAK INS, OR UNATHOURIZED PEOPLE ON SITE.
- AGENT/S TO NOTIFY DISTRICT PERSONNEL ON THESE INCIDENTS (DAILY PATROL WILL BE SENT).
- AGENT/S TO REMAIN ON SITE DURING THE GUARD SHIFT (BETWEEN 10PM TO 6AM) UNTIL LAW ENFORECEMET AUTHORITIES AND DISTRICT PERSONNEL HAVE RESPONDED. THERE IS NO ADDITIOANL CHARGE BETWEEN 10PM TO 6AM.
- AGENT/S TO BE DISPATCHED TO THE SITE AFTER OR BEFORE THE GUARD SHIFT, AGENT/S WILL BE COMING TO THE SITE THROUGH AGENT RESPONSE SERVICE AND WILL TRY TO FIND OUT IF THERE WAS A BREAK IN AT THE SITE.
- THE CHARGE IS $50 PER RESPONSE AT THE NON-GUARD HOURS (6AM TO 10PM)
- DURING AGENT RESPONSE, AGENT WILL STAY ON SITE UP TO 20 MINUTES. EVERY ADDITIONAL TIME AFTER THAT WILL BE BILLED AT $35 PER 30 MINUTES. THESE CHARGES WILL APPLY EVERY TIME AGENT/S ARE COMING TO THE SITE IN HOURS THAT ARE NOT THE HOURS OF THE STANDARD SERVICE (6AM TO 10PM) OR STAYING LONGER AFTER THE INCIDENT OCCURRED (FOR EXAMPLE – INCIDENT THAT STARTED AT 530AM BUT THE AGENT HAD TO STAY ON SITE UNTIL 630AM). IN THAT CASE, THE

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1ST 30 MINUTES WILLL NOT BE CHARGED, THE OTHER 30 MINUTES WILLL BE CHARGED ADDITIONAL $35).
- AGENTS TO RESPOND TO ALARM ACTIVATION CALLS FROM BOTH ARSD CONTRACTED ALARM COMPANY DISPATCHER AND DISTRICT PERSONNEL

AGENT RESPONSE HOURS: 6AM TO 10PM DAILY.
ON SITE GUARD HOURS: 10PM TO 6AM DAILY.

Monthly cost for the on-site patrol, 8 hours a day at $49.50/hour	**$12,045**

****This cost doesn't include overtime charge on National Holiday's – the Holiday overtime charge would be billed separately at x 1.5 of the standard rate ****

****Guard costs will be based on details of schedule and/or unscheduled events****

****Standard Hourly rate for 8 hours shift will be $36/hour****
****Overtime rate will be x 1.5****

**The cost will be an additional $198 per Holiday (8 hours x $24.75)

USER NAME: ALUM ROCK UNION SCHOOL DISTRICT PATROL

Old Acct #: (if applicable)	New Lead #: or Acct #:	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Description of Work	Monthly Service Fee Per Site	Installation Charge Per Site
		2999 RIDGEMONT DR, SAN JOSE, CA 95127	ADELANTE DUAL LANGUAGE ACADEMY TK-8		REFER TO PATROL AGREEMENT	$ 481.80	
		1970 CINDERELLA LANE, SAN JOSE, CA 95116	ADELANTE DUAL LANGUAGE ACADEMY TK-K		REFER TO PATROL AGREEMENT	$ 481.80	
		2475 VAN WINKLE LN, SAN JOSE, CA 95116	APTITUD COMMUNITY ACADEMY AT GOSS 7K-6		REFER TO PATROL AGREEMENT	$ 481.80	
		1970 CINDERELLA LN, SAN JOSE, CA 95116	ARBUCKLE ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1300 TALLAHASSEE DR, SAN JOSE, CA 95122	CASSELL ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		2000 KAMMERER AVE, SAN JOSE, CA 95116	CHAVEZ ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		3720 EAST HILLS DR, SAN JOSE, CA 95127	CURETON ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1290 BAL HARBOR WAY, SAN JOSE, CA 95122	DORSA ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1720 HOPKINS DR, SAN JOSE, CA 95122	FISCHER MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
		277 MAHONEY DR, SAN JOSE,CA 95127	GEORGE MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
		1680 FOLEY AVE, SAN JOSE, CA 95122	HUBBARD ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		100 KIRK AVE, SAN JOSE, CA 95127	LINDA VISTA ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1711 E. SAN ANTONIO ST, SAN JOSE, CA 95127	L.U.C.H.A. ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		13901 NORDYKE DR, SAN JOSE, CA 95127	LYNDALE ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		2050 KAMMERER AVE, SAN JOSE, CA 95116	MATHSON MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
		3311 LUCIAN AVE, SAN JOSE, CA 95127	MCCOLLAM ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	

		1824 DAYTONA DR, SAN JOSE, CA 95122	MEYER ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		2800 OCALA AVE, SAN JOSE, CA 95148	OCALA MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
		500 ROUGH AND READY RD, SAN JOSE, CA 95133	PAINTER ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1720 HOPKINS DR, SAN JOSE, CA 95122	RENAISSANCE ACADEMY 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
		2050 KAMMERER AVE, SAN JOSE, CA 95116	RENAISSANCE AT MATHSON 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
		2851 GAY AVE, SAN JOSE, CA 95127	RUSSO/MCENTEE ACADEMY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1241 MCGINNESS DR, SAN JOSE, CA 95127	RYAN ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		1721 E SAN ANTONIO ST, SAN JOSE, CA 95116	SAN ANTONIO ELEMENTARY TK-5		REFER TO PATROL AGREEMENT	$ 481.80	
		480 ROUGH AND READY RD, SAN JOSE, CA 95133	SHEPPARD MIDDLE SCHOOL 6-8		REFER TO PATROL AGREEMENT	$ 481.80	
						$12,045.00	$0.00

****READ ALL PAGES BEFORE YOU SIGN****

Authorized Signature: _____ **Date:** _____

Printed Name: _____

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

13.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: August 31, 2022

Subject: **AON Contract**

Staff Analysis: Alum Rock currently has an agreement with AON which will expire on December 31, 2022. AON is currently the District's broker and consultant associated with workers' compensation and various property and liability insurance policies. As the District's broker, AON's role is to negotiate with insurance carriers in the open market to procure various insurance policies for the District. As the District's consultant, AON's role is to provide monthly safety training for District staff. Over the last decade AON has helped the District with the implementation of programs and policies that have created a safer work environment and moved the District closer to state and federal safety standards and compliance. AON currently charges an annual fee of $206,000 for broker services and $20,000 for safety consultant services.

Recommendation: Staff is recommending that the Board of Trustees approve AON contract with an annual fee of $206,000 for broker services and $20,000 for safety consultant services, totaling a not to exceed amount of $226,000 with a term of January 1, 2023 through January 1, 2024.

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

To the Board of Trustees:

Recommend Approval

13.02
Agenda Placement

Meeting: September 8, 2022
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

Request for Contracted Services

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

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: AON Risk Insurance Services West

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

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

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates January 1, 2023 end date January 1, 2024

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

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

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $226,000.00

Describe other related costs: _____

BUDGET CODE: 670 0000 0 5450 00 0000 6000 000000 600 9994 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Date: August 30, 2022

Re: Compensation Agreement

Dear Dr. Bauer and Mr. Chheng:

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

The Services shall commence as of December 31, 2022 and shall end on January 1, 2024 (the "Service Period"). We will not be responsible or liable for any insurance policies, coverages or programs that We did not negotiate or place.

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

In consideration of the Services related to the Insurance Programs scheduled in Exhibit A- Part I (A) ("Part A Insurance Programs"), You agree We shall earn compensation comprised of 1) an annual fee payable by You in the amount of $206,000 ("WC Broker Fee") and $20,000 ("Loss Control Services and Training Fee") and 2) where allowable by law, such commission amounts in addition to the Fee as with your approval may be payable to Us by Your insurers. The Fee shall be payable to Us prior to the commencement of the Service Period and thereafter at each annual anniversary of the commencement of the Service Period unless otherwise set forth in Exhibit A and shall include any and all expenses for Our travel and entertainment unless otherwise set forth in Exhibit A. Compensation is payable on December 31, 2022 and 2023 in conjunction with policy renewal date.

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

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

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

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

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

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

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

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

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

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

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

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

Our obligation to render any and all Services or any further services under this Agreement will terminate at the end of the Service Period. Termination will occur on January 1, 2024 or after We or You have two hundred and forty (240) days after ARS or Alum Rock has tendered either through the U.S. Postal Service, hand delivery, or facsimile transmission, a written notice of termination, whichever occurs first. This agreement may be terminated by either party, with or without cause, upon issuance of such written notice. All annual fees and commissions will be fully earned annually if contract is cancelled after this 240 day window has passed.

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

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

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

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

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

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

Accepted and Agreed:

Aon Risk Services West, Inc

By: William S. Deeb _____ Date: August 30, 2022

William S. Deeb, Director of Public Entities

Alum Rock Union Elementary School District

By: _____ Date: _____

Exhibit A – Part I – Insurance Programs

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

(A) Fee-Based Insurance Programs

(B) Commission-Based Insurance Programs

See Attached Schedule of Insurance



Exhibit A – Part II – Scope of Services

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

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

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

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

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

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

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

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

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

AON

Exhibit B – Risk Control Conditions and Limitations

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

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

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

1) the safety of Your location(s);

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

August 11, 2022, Regular Board Meeting

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

14.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, August 11, 2022, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #02-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Andrés Quintero welcomed everyone in the audience. President Andrés Quintero called the Board Meeting to order at 5:31 pm followed by Roll Call.

Board Members Present:

Andrés Quintero	President	
Minh Pham	Vice-President	
Corina Herrera-Loera	Clerk	
Linda Chavez	Member	
Ernesto Bejarano	Member	*(arrived late at 5:36pm)*

Administrative and Support Staff Members Present:

Dr. Hilaria Bauer	Superintendent
Barbara Campbell	Assistant Superintendent, Instructional Services
Kolvira Chheng	Assistant Superintendent, Business Services
Cesar Torrico	Assistant Superintendent, 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 Andrés Quintero said there was a quorum.

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

MOTION #01-02 by Vice-President Minh Pham to adopt the agenda. MOTION #01-02 was seconded by Clerk Corina Herrera-Loera.

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

2. Closed Session

2.01 Recess to Closed Session

President Andrés Quintero announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

3. RECONVENE TO OPEN SESSION

3.01 Report of Action Taken in Closed Session.

President Andrés Quintero said there was a quorum.

Assistant Superintendent Torrico reported the following actions.

2.06 The Board approved the employment of three Behavior Intervention Supervisors: Jose Lopez, Alexis Pardo and Reyes Hernandez.

2.07 The Board approved the employment of two Occupational Therapists: Elizabeth Calvetti-Garza and Christina Raquedan.

4. Special Presentation

4.01 Recognition of Amigo de Alum Rock

4. Special Presentation *(continued)*

Vice-President Minh Pham spoke about Lois Moore a former teacher of Alum Rock who passed away.

Curt Moore husband of Lois Moore said it was an honor for him to be at the Board meeting where his late wife Lois Moore was honored.

Member Linda Chavez thanked Mr. Moore for Mrs. Moore's dedication to students.

Clerk Corina Herrera-Loera thanked Mr. Moore for attending the Board Meeting to accept Mrs. Moore's award.

Member Ernesto Bejarano said his condolences to Mr. Moore on behalf of the district.

President Andrés Quintero thanked Mr. Moore attending the Board meeting and he said it was a well-deserved award.

Superintendent Bauer thanked Mr. Moore for attending the Board meeting. She said Mrs. Moore was an amazing colleague.

4.02 Recognition of a Certificate of Gratitude.

Superintendent Bauer said a Certificate of Gratitude is being presented to Joseph Corona for his volunteer work on Measure I.

Joseph Corona thanked everyone for giving him the opportunity to help with Measure I.

Clerk Corina Herrera-Loera thanked Mr. Corona for his efforts in making sure Measure I passed.

Member Ernesto Bejarano said Alum Rock School District owes him gratitude for the effort on Measure I.

Vice-President Minh Pham thanked Mr. Corona for many hours of volunteering during the Measure I campaign.

President Andrés Quintero thanked Mr. Corona for working hard to pass Measure I.

5. Public Members Who Wish To Address The Board

5.01 Requests to Address the Board

Public Comment:

1) Veronica Talton said she encourages the Board to use the California Senate funds towards the music program.

6. Comments and Communications

6.01 Alum Rock Administrator's Association (ARAA)

Principal, Julio Villalobos, shared what was happening at the school sites. He spoke about the construction projects that are going on at the schools.

6.02 Teamsters

There was no representative from Teamsters.

6.03 California School Employee's Association (CSEA)

President Sharon Fontaine said Tuesday is the first day of school. She said it should be an exciting year.

6.04 Alum Rock Educator's Association (AREA)

Vice President Sandra Rivera gave her condolences to the families of Lois Moore and Letitia Stewart. She welcomed everybody back to the new school year 2022/2023.

6.05 Superintendent

Superintendent Bauer wished everyone a wonderful and fantastic new school year. She told parents that the schools will be waiting for them with open arms.

6.06 Board of Trustees/Communications/ Comments

6. Comments and Communications *(continued)*

Vice-President Minh Pham said that the county has sent the certified certificate stating that Measure I has passed. He said Reid Hillview Airport is a danger to the community after knowing that a plane crashed.

Member Ernesto Bejarano said he drove around and saw the improvements that are being made at some schools. He commented this would be a great year.

Clerk Corina Herrera-Loera wished everyone a happy new school year. She gave a shout out to Principal Victor Vazquez from Meyer Elementary for hosting National Night Out. She said students received backpacks donated by Councilmember Sylvia Arenas.

Member Linda Chavez welcomed everyone to Alum Rock. She said she attended the CSBA Leadership Conference and it was great.

President Andrés Quintero welcomed everyone back to the new school year. He said the Board had a resolution to support the closing of the Reid Hillview Airport. He commented he was excited to see the Reid Hillview Library reopen.

7. Superintendent/ Board Business

7.01 Discussion/Consideration to Approve Resolution No. 06-22/23 Authorizing Remote Virtual/Teleconference Meetings of The Board And District Committees Subject To The Brown Act for the Period August 12, 2022 – September 12, 2022.

MOTION #02-02 by Member Linda Chavez to approve Action Item 7.01 as presented. MOTION #02-02 was seconded by Member Ernesto Bejarano.

Public Comment:

1) Eze Laa Weaze L said the State of California put a state of emergency due to the moneybox. He said he was disappointed about the mask mandate at the district.

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

7.02 Approve Certification of Election Results – June 7, 2022 Statewide Direct Primary Election (Measure I).

MOTION #03-02 by Clerk Corina Herrera-Loera to approve Action Item 7.02 as presented. MOTION #03-02 was seconded by Vice-President Minh Pham.

7. Superintendent/ Board Business *(continued)*

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

7.03 Approve Contract with Legal Services with Santa Clara County.

MOTION #04-02 by Clerk Corina Herrera-Loera to approve Action Item 7.03 as presented. MOTION #04-02 was seconded by Vice-President Minh Pham.

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

8. Bonds

8.01 Award of Bid Package and Contract for #B2223-Bonds13, Repair and/or Replace Play Structure Mat at San Antonio ES and Adelante I ES.

MOTION #05-02 by Member Ernesto Bejarano to approve Action Item 8.01 as presented. MOTION #05-02 was seconded by Member Linda Chavez.

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

8.02 Award of Bid Package and Contract for #B2223-Bonds15 at Adelante I, Cesar Chavez Early Learning Center, Ocala STEAM Academy, Renaissance at Fischer, and Renaissance at Mathson: Monument Signs.

MOTION #06-02 by Vice-President Minh Pham to approve Action Item 8.02 as presented. MOTION #06-02 was seconded by Member Linda Chavez.

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

8.03 Approve Contract with Studio W Architects for Architectural Services.

MOTION #07-02 by Vice-President Minh Pham to approve Action Item 8.03 as presented. MOTION #07-02 was seconded by Member Ernesto Bejarano.

8. Bonds *(continued)*

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

9. Business

9.01 Approve Resolution No. 04-22/23 to Accept the CalSHAPE Grant in the Amount of $1,228,478.80.

MOTION #08-02 by Vice-President Minh Pham to approve Action Item 9.01 as presented. MOTION #08-02 was seconded by Member Linda Chavez.

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

10. Instructional Services

10.01 Approve Obsolete Materials : SAVVAS Math (Pearson/Envision).

MOTION #09-02 by Member Linda Chavez to approve Action Item 10.01 as presented. MOTION #09-02 was seconded by Member Ernesto Bejarano.

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

11. Human Resources

11.01 Certificated Substitute Pay Rates Effective August 12, 2022.

MOTION #10-02 by Member Linda Chavez to approve Action Item 11.01 as presented. MOTION #10-02 was seconded by Vice-President Minh Pham.

Member Linda Chavez asked the Board if they would consider giving the middle school substitutes more money.

MOTION #11-02 by Member Linda Chavez to approve Action Item 11.01 and add $50.00 more for middle school substitutes. MOTION #11-02 was seconded by Member Ernesto Bejarano.

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

11. Human Resources *(continued)*

11.02 Resignations

12. Contracts Over $100,000

12.01 Approve Master Contract with Tutorwork Academic Service for 2022-2023 SY. Tutorwork will provide an on-site and/or virtual academic intervention tutoring program that is customized to address students' specific needs. The State & Federal Programs, $250,000 dollars.

MOTION #12-02 by Member Linda Chavez to approve Action Item 12.01 as presented. MOTION #12-02 was seconded by Vice-President Minh Pham.

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

13. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 131.01,13.02, 13.03, 13.04, 13.05, 13.06, 13.07,13.08 and 13.09.***

- ***Agenda Item 13.01*** *Approve Board Meeting Minutes for the following dates: June 28, 2022, Special Board Meeting and July 21, 2022, Regular Board Meeting.*
- ***Agenda Item 13.02*** *Approve Fundraising Activities.*
- ***Agenda Item 13.03*** *Approve Acceptance of Grant/Award Notification.*
- ***Agenda Item 13.04*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 13.05*** *Approve/Ratify Notices of Employment and Changes of Status/August 11, 2022.*
- ***Agenda Item 13.06*** *Approve Contracts for Professional Services – Firms/Organizations.*
- ***Agenda Item 13.07*** *Approve Memorandum(s)of Understanding(s).*
- ***Agenda Item 13.08*** *Approve Resolution No. 05-22/23 Inventory Disposal.*
- ***Agenda Item 1309*** *Current Enrollment.*

MOTION #13-02 by Member Minh Pham to approve Agenda Items 13.01,13.02, 13.03, 13.04, 13.05, 13.06, 13.07,13.08 and 13.09 as presented. MOTION #13-02 was seconded by Clerk Corina Herrera-Loera.

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

14. Board Will Reconvene To Closed Session (If Necessary)

14.01 Report of Action Taken in Closed Session.

15. Future Board Agenda Requests

15.01 Future Board Agenda Requests

President Andrés Quintero asked that Board members email any future Board Agenda requests to Superintendent Bauer.

16. ADJOURNMENT

16.01 President Adjourns the Meeting

President Andrés Quintero adjourned the meeting at 8:43 pm.

Respectfully submitted,

_____

Corina Herrera-Loera, Board Clerk
mc

14.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 23, 2022

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated September 8, 2022.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

14.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 8, 2022

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante I Academy	Movie Night Sales	PTA	10/14/22-02/10/23
Adelante I Academy	Carnival Sales	PTA	05/19/23-05/19/23
Adelante I Academy	Chocolate Sales	PTA	09/01/22-04/30/23
Adelante I Academy	Fall Festival	PTA	10/28/22-10/28/22
Adelante I Academy	Adelante Niños	PTA	09/19/22-09/30/22
Adelante I Academy	Chuck E. Cheese Pizza Sales	PTA	09/01/22-09/01/22
Adelante I Academy	Book Fair Sales	PTA	10/10/22-04/28/23
Adelante I Academy	Read-a-Thon Sales	PTA	02/07/23-02/10/23
Adelante II Academy	Movie Night Sales	PTA	09/30/22-09/30/22
Adelante II Academy	Cookie Dough Sales	ASB	10/14/22-10/28/22
Adelante II Academy	P.E. Uniforms Sales	ASB	09/01/22-09/01/22
Adelante II Academy	Chuck E. Cheese Pizza Sales	PTA	09/09/22-09/09/22
McCollam Elementary	Jamba Juice Sales	PTO	09/01/22-12/01/22
McCollam Elementary	Spirit Wear Sales	PTA	09/01/22-06/01/23
Russo/McEntee Academy	Panda Express Sales	PTG	09/23/22-09/23/22
Russo/McEntee Academy	Chuck E. Cheese Pizza Sales	PTG	10/21/22-10/21/22

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8/18/22

Description of Event: Type Movie Night(outdoors) Vendor n/a

Purpose for Event: Watch movie with students and parents. Individually wrapped food item for sale.

If selling food what are the items: air pop popcorn Brand and package size: unsure + water

Explain how food is handled/stored prior to or day of event: individually wrapped purchase the day before by PTA.

Event Sponsor (please check one) ASB: no Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 10/14/22 + 2/10/23 Time of Event: 4:00pm - 6:00pm

Contact Person: Delia Osegueda

Location of Proposed Activity: Outside of cafeteria

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Maria Luty 8/18/22
Signature Date

Reviewed by Business Services: Maria Deuth Date: 8/29/22

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: 8/29/22
  Approved ✓ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8/18/22

Description of Event: Type Carnaval Vendor PTA

Purpose for Event: End of year celebration

If selling food what are the items: individually wrapped items Brand and package size: unsure

Explain how food is handled/stored prior to or day of event: individually wrapped item will be purchased the day before the event.

Event Sponsor (please check one) ASB: NO Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 5/19/22 Time of Event: 5:00 - 8:00pm

Contact Person: Delio Osegueda

Location of Proposed Activity: Adelante I

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: Maria Gutty 8/18/22
Signature Date

Reviewed by Business Services: Maria Nevot Date: 8/29/22

- FUNDRAISING EVENTS INVOLVING FOOD SALES MUST BE REVIEWED BY CNS Director,
  CNS _____ Date: 8/29/22
  Approved ✓ Denied _____
- FUNDRAISING EVENTS INVOLVING USE OF FACILITIES MUST BE REVIEWED BY MOT
  Director, MOT: _____ Date: _____
  Operations Mgr.: _____ Date: _____
  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8-19-22

Description of Event: Type Chocolate Sales Vendor Worlds Finest Chocolate

Purpose for Event: raise for music equipment and Field trips

If selling food what are the items: Chocolate Bars Brand and package size: Worlds Finest Chocolate 60 Bars per Box

Explain how food is handled/stored prior to or day of event: Stored in music room

Event Sponsor (please check one) ASB: No Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 09/22 — 04/23 Time of Event: after school off campus only

Contact Person: Israel Santiago

Location of Proposed Activity: off campus

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Maria Gutiy Signature 8-19-22 Date

Reviewed by Business Services: Maria Nuot Date: 8/29/22

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

  CNS Dewy Date: 8/29/22

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8/18/22

Description of Event: Type Fall Festival Vendor PTA

Purpose for Event: Fundraiser for 5th Grade Science Camp.

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

Individually wrapped items

Explain how food is handled/stored prior to or day of event: will be purchased the day before event.

Event Sponsor (please check one) ASB: no Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 10/28/22 Time of Event: 5pm – 8pm

Contact Person: Delio Osegueda

Location of Proposed Activity: Adelante 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: María Luty 8/18/22

Signature Date

Reviewed by Business Services: Maria Nevot Date: 8/29/22

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

  CNS _____ Date: 8/29/22

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 1 Date: 8/17/22

Description of Event: Type Adelante Niños Vendor 99 pledges

Purpose for Event: Fundraiser for PTA – All online

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: NO Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 9/19/22 – 9/30/22 Time of Event: _____

Contact Person: Delia Osegueda

Location of Proposed Activity: online only (donations)

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: Maria Gutty 8/18/22
Signature Date

Reviewed by Business Services: Marion Nevok Date: 8/29/22

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8/17/22

Description of Event: Type Chuck E. Cheese Vendor Chuck E. Cheese

Purpose for Event: Fundraiser for PTA

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

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

Event Sponsor (please check one) ASB: NO Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 9/1/22 Time of Event: 3:00-9:00pm

Contact Person: Delia Osegueda

Location of Proposed Activity: 2445 Fontaine Rd, San Jose, CA 95121

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: Maria Gutty (Signature) 8/17/22 (Date)

Reviewed by Business Services: Maria Newton Date: 8/29/2022

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8-17-22

Description of Event: Type Book Fair Vendor Scholastic

Purpose for Event: Sell book and small items to students.

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: No Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 10-10-22 thru 10-14-22 ~~4-24-23 thru 4-28-23~~ Time of Event: 8:00am – 3:30pm

Contact Person: Nicole Johansen

Location of Proposed Activity: PI or Library

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Maria Luty 8/18/22
Signature Date

Reviewed by Business Services: Maria Vera Date: 8/29/22

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante I Date: 8/18/22

Description of Event: Type Read-a-thon Vendor _____

Purpose for Event: Fundraiser to promote reading

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: NO Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 2/7/23 - 2/10/23 Time of Event: _____

Contact Person: Delia Osegueda

Location of Proposed Activity: Adelante I + online

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: María Gutiérrez 8/18/22
Signature Date

Reviewed by Business Services: Maria Nieves Date: 8/29/22

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 2 Date: 8/21/22

Description of Event: Type Movie Night Vendor N/A

Purpose for Event: To raise funds for field trips and tutoring services.

If selling food what are the items: Popcorn, drinks, candy Brand and package size: _____

Licorice, water, capri sun.

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

Event Sponsor (please check one) ASB: N/A Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 9.30.22 Time of Event: 6:30 pm

Contact Person: Cathy Duran-Hutton

Location of Proposed Activity: Adelante 2 Campus

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2

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: Cathy Duran-Hutton (Signature) N/A 8/22/22 (Date)

Student Council Approval Date: N/A (Middle Schools must attach minutes)

Student Council Representative: N/A (Signature) N/A (Date)

Principal Approval: Alvia Hamlet (Signature) 8/24/22 (Date)

Reviewed by Business Services: Maria Vent Date: 8/29/22

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

  CNS _____ Date: 8/29/22

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II Dual Immersion Date: 8/11/22

Description of Event: Type Cookie Dough Sales Vendor NOR Cal Fundraising

Purpose for Event: Raise money to purchase P.E. Clothes / Uniforms

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

Explain how food is handled/stored prior to or day of event: Dough is refrigerated before delivery and will be kept refrigerated until it is given to parents.

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

Proposed Date(s) of Event: 10/14/22 Time of Event: 10/28/22 School Site only

Contact Person: Christina Sariñana

Location of Proposed Activity: School Site

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: Deanna Ivanna (Signature) 8/11/22 (Date)

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

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

Principal Approval: Olivia Flantt (Signature) 8/11/22 (Date)

Reviewed by Business Services: Marion Dixon Date: 8/29/22

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

  CNS Dung Date: 8/29/22

  Approved ✓ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante II DLI Academy Date: 8/11/22

Description of Event: Type PE Uniforms Vendor California Sport Design

Purpose for Event: To provide PE Uniforms for Middle Schoolers

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: Sept. 2022 Time of Event: OPEN

Contact Person: Christina Sariñana

Location of Proposed Activity: School Site

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

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

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

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

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

ASB Advisor: Deanna Thomas 8/11/22
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Gloria Carrillo 8/11/22
Signature Date

Reviewed by Business Services: Nora Verdin Date: 8/29/2022

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE RECEIVED 4:20

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Adelante 2 Date: 8/21/22

Description of Event: Type Restaurant / Food Vendor Chuck-e-cheese

Purpose for Event: To raise funds for field trips or anything else ~~that~~ the kids would like for, including enrichment programs.

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: N/A Booster Club (PTA, PTO, Other): PTA

Proposed Date(s) of Event: 09/09/2022 Time of Event: 3:00 pm - 9:00 pm

Contact Person: Cathy Duran-Hutton

Location of Proposed Activity: Chuck-E-Cheese 2445 Fontaine Road San Jose, CA 95121

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2

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: ~~N/A~~ Cathy Duran-Hutton (Signature) ~~N/A~~ 8/21/22 (Date)

Student Council Approval Date: N/A (Middle Schools must attach minutes)

Student Council Representative: N/A (Signature) N/A (Date)

Principal Approval: [signature] (Signature) 8/22/22 (Date)

Reviewed by Business Services: [signature] Date: 8/29/22

- 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: McCollam Elementary Date: 8/22/22

Description of Event: Type To Sell Jamba Juice cards Vendor Jamba Juice

Purpose for Event: For Science camp fund, to help 5th graders reduce the cost of camp.

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

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

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

Proposed Date(s) of Event: 9/1/22 - 12/1/22 Time of Event: It'll be sold after school hours

Contact Person: Nicole Gregoire

Location of Proposed Activity: Off - campus

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 08/24/22
Signature Date

Reviewed by Business Services: _____ Date: 8/29/2022

- 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: McCollam Elementary Date: 08/12/2022

Description of Event: Type Spirit wear sale Vendor Advertising Magic, Inc.

Purpose for Event: Raise funds for Fall Festival

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

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

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

Proposed Date(s) of Event: 9/1/22 - 6/1/23 Time of Event: _____

Contact Person: Julie Vera Le / Trang Lam

Location of Proposed Activity: school site

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 08/23/22 Date

Reviewed by Business Services: Maria Vera Date: 8/29/22

- 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: 8/23/2022

Description of Event: Type Panda Express Vendor _____

Purpose for Event: Fundraise money for school events, husky store, garden, and PTG (parent teacher group)

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

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

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

Proposed Date(s) of Event: 9/23/2022 Time of Event: _____

Contact Person: Tanu Kohli

Location of Proposed Activity: Panda Express Capitol and McKee #2217

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Tanu Kohli 08/23/22
Signature Date

Reviewed by Business Services: Maria Dent Date: 8/29/22

- 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

REVENUE POTENTIAL FORM

Fiscal Year 2022-2023 School Site Russo / McEntee
Club _____ Advisor _____
Activity/Event Panda Express Date(s) of Activity/Event September 23, 2022

Revenue	Quantity	Unit Price		EXPECTED	ACTUAL	Difference	Explanation for Difference
Expected		$	A	$ 500	$	$	
Actual		$	B				
Other Revenue	Advertising		C	$	$	$	
	Donations		D	$	$	$	
	Other		E	$	$	$	
	Less: Items...			The School will earn 20% of sales made.			
Given Away							
Lost							
Stolen							
Damaged/Returned							
On Hand							
Total		$	F	$	$	$	
Net Revenue: (A+B+C+D+E-F)				$	$	$	

Expenses: Product Cost

Expected	$	$	$	$	
Actual		$			
Other Expense:					
Freight			$	$	$
Tax			$	$	$
Photos			$	$	$
Advertising			$	$	$
Prizes			$	$	$
Other			$	$	$
Total Expense			$	$	$
Net Profit for this activity			$	$	$

Signature: _____ Date Approved: _____
Principal/Designee Date appears in Minutes: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Russo McEntee Academy Date: 8/24/22

Description of Event: Type Chuck E. Cheese Vendor _____

Purpose for Event: Fundraise money for the students husky store, PTG (parent teacher group) events.

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

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): Other (PTG)

Proposed Date(s) of Event: 10/21/2022 Time of Event: 3:00 - 9:00 pm

Contact Person: Tanu Kohli

Location of Proposed Activity: _____

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 3 years ago

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: _____ 03/24/20
Signature Date

Reviewed by Business Services: Marian Nava Date: 8/29/22

- 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

REVENUE POTENTIAL FORM

Fiscal Year 2022-2023 School Site Russo McEntee
Club _____ Advisor _____
Activity/Event Chuck E. Cheese Date(s) of Activity/Event October 21, 2022

Revenue	Quantity	Unit Price		EXPECTED	ACTUAL	Difference	Explanation for Difference
Expected		$	A	$ 1,000	$	$	
Actual		$	B				
Other Revenue	Advertising		C	$	$	$	
	Donations		D	$	$	$	
	Other		E	$	$	$	
	Less: Items...						
Given Away							
Lost							
Stolen							
Damaged/Returned							
On Hand							
Total		$	F	$	$	$	
Net Revenue: (A+B+C+D+E-F)				$	$	$	

The School will earn 20% will be donated to our school w/ ~~$3,000+ total~~ dollars spent, 15% if lower of $3,000.

Expenses: Product Cost

Expected		$	$	$	$
Actual		$			
Other Expense:					
	Freight		$	$	$
	Tax		$	$	$
	Photos		$	$	$
	Advertising		$	$	$
	Prizes		$	$	$
	Other		$	$	$
Total Expense			$	$	$
Net Profit for this activity			$	$	$

Signature: _____ Date Approved: _____
Principal/Designee Date appears in Minutes: _____

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

14.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 23, 2022

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grants/awards as summarized on the attached sheet dated September 8, 2022.

Recommendation: Staff recommends acceptance of this grant/award.

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

14.03
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
September 8, 2022 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
RAFT Makerspace Build (Resource Area For Teaching)	$ 22,000.00	Arista	RAFT will design and build a makerspace at Ryan STEAM Academy; include a design model for approval, procure all build materials, plan and coordinate build schedule; provide all materials, including safety and construction materials; ensure appropriate student to staff ratios during the community build day; fiscal year July 1, 2022 thru June 30, 2023.

raft® RESOURCE AREA FOR TEACHING

RAFT Makerspace Build at Ryan STEAM Academy
Scope of Work Proposal (100% Grant Funded - NO COST to School or District)

Summary: Using a grant provided by Arista, RAFT will design and build a makerspace at Ryan STEAM Academy (the "School") at the start of the 2022-2023 school year.

RAFT will be providing the following services to the School:

1. Provide information on the makerspace build options to the school administration.
2. Work with the school administration and faculty to gain input on the makerspace utilization goals.
3. Provide a makerspace design model for approval by the school administration.
4. Procure all build materials, plan, and coordinate build schedule with the school.
5. Ensure appropriate student to staff ratios during the community build day, as well as manage safety procedures for the event.
6. Provide all of the materials, including safety and construction materials. Our staff will also provide safety training for all participants and clean up once the day is completed.

Estimated Cost for Makerspace Build
(Entire Project is 100% Grant-funded - NO COST TO SCHOOL or DISTRICT)

Below is a scope of work including estimated costs. Please note, this is a 100% grant funded project with no costs for the school or district.

Activity	Cost	Description
Planning and Design	$4,000	Measure designated makerspace room & render in 3D modeling software (Sketchup) - please review this short video to see an example W/school community, design the room layout & identify furniture (to be built) & storage options Finalize build plan
Materials and supplies	$5,000	Estimated cost for cut lumber, hardware/fasteners and building supplies for ~12 pieces of furniture
Makerspace supplies	$2,200	Wide selection of RAFT upcycled materials for use in design challenges, project-based learning and other hands-on maker activities.
Staffing	$10,800	Up to 4 RAFT staff to facilitate student/ community building activities. (Typically 1+ days, 8-9hrs per staff)
Project estimate	$22,000	To be covered under grant
Total School/District Cost	**$0**	***Grant funded. No cost to school or district.***

(23 August 2022)

raft® | RESOURCE AREA FOR TEACHING

The School will support RAFT by providing the following services:

1. Starting April 2022, provide RAFT with at least three potential dates for a community build day in Fall 2022.
2. Allow RAFT to survey the faculty and/or provide community input on the design goals for the makerspace.
3. Approve and provide input on the draft makerspace design in a timely manner.
4. Provide adequate staff and community support for the build event. School staff must be present and engaged in a supervisory capacity of students at all times.
5. Work with RAFT staff to ensure knowledge of provided site facilities and any emergency and safety procedures on campus.
6. Allow for the distribution and ensure completion of all liability waivers, Media Releases, surveys or parent/student testimonials related to the Makerspace and community build event. School is responsible for ensuring all participants have completed liability waivers prior to the event.
7. Work with RAFT to ensure completion of any requirements of the grantor, including placement of acknowledgements or appropriate signage.

	Chase Davenport
Authorized Representative, **Kolvira Chheng** **Asst. Superintendent of Business Services** **Alum Rock Union Elementary School District**	**Chase Davenport,** **Senior Director, Education** **Resource Area For Teaching**
	5/9/2022
Date	Date

14.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: September 2, 2022

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during August month of Fiscal Year 2022/2023.

Total of vendor warrants	$	5,958,086.47
Total of payroll warrants	$	4,976,129.29
Total	**$**	**10,934,215.76**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of August 2022.

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

14.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

August 2022

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$4,102,475.76
120	Child Development Fund	$144,263.96
130	Cafeteria Fund	$36,707.05
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$208,486.98
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,466,105.40
	Subtotal	**$5,958,039.15**
088	Student Body Fund	$47.32
	Total Vendor Warrants	**$5,958,086.47**

	PAYROLL WARRANTS	
	10th of the month	$493,931.78
	EOM Payroll	$4,482,197.51
	Manual Checks	$0.00
	Void Checks	$0.00
	Total Payroll Warrants	**$4,976,129.29**
	Grand Total All Warrants	**$10,934,215.76**

	From		To
AP Warrants used #	4013828	-	4014110
Payroll Direct Deposit Pay Stub used #	4741075	-	4742157
Payroll Checks used #	4404007	-	4404143

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ACCELERATE LEARNING INC	8/16/2022	4013939	010	$ 900.00
ACCELERATE LEARNING INC Total				$ 900.00
ACCOUNTING DEPT.	8/12/2022	4013899	060	$ 2,035.18
ACCOUNTING DEPT. Total				$ 2,035.18
ACE EMPOWER ACADEMY	8/16/2022	4013953	010	$ 66,129.64
	8/26/2022	4014031	010	$ 28,818.00
ACE EMPOWER ACADEMY Total				$ 94,947.64
ACTION TOWING AND ROAD SERVICE	8/5/2022	4013841	010	$ 363.00
ACTION TOWING AND ROAD SERVICE Total				$ 363.00
ALPENSPRUCE EDUCATION	8/26/2022	4014038	060	$ 19,140.63
ALPENSPRUCE EDUCATION Total				$ 19,140.63
ALPHA BLANCA ALVARADO(ALPHA1)	8/16/2022	4013954	010	$ 150,683.10
ALPHA BLANCA ALVARADO(ALPHA1) Total				$ 150,683.10
ALPHA JOSE HERNANDEZ (ALPHA	8/16/2022	4013955	010	$ 235,283.85
ALPHA JOSE HERNANDEZ (ALPHA Total				$ 235,283.85
ALPHA PUBLIC SCHOOLS INC.	8/26/2022	4014032	010	$ 53,394.00
		4014033	010	$ 57,105.00
ALPHA PUBLIC SCHOOLS INC. Total				$ 110,499.00
AMAZON.COM LLC	8/19/2022	4013965	080	$ 122.40
		4013970	060	$ 2,416.06
	8/1/2022	4013831	010	$ 1,212.30
	8/5/2022	4013839	010	$ 337.16
	8/8/2022	4013859	010	$ (132.25)
			060	$ 552.27
	8/12/2022	4013885	010	$ 142.34
			080	$ 193.97
		4013933	010	$ 536.67
	8/16/2022	4013940	010	$ 187.24
	8/26/2022	4014002	010	$ 99.97
		4014063	010	$ 595.99
	8/29/2022	4014100	010	$ 83.99
AMAZON.COM LLC Total				$ 6,348.11
AMY ELIZABETH RODRIGUES	8/12/2022	4013892	010	$ 84.00
AMY ELIZABETH RODRIGUES Total				$ 84.00
ANA LILIA ESPINOZA RIOS	8/12/2022	4013910	010	$ 150.00
ANA LILIA ESPINOZA RIOS Total				$ 150.00
ANDRE BOUDIN BAKERIES	8/19/2022	4013971	010	$ 296.98
	8/12/2022	4013876	010	$ 156.26
		4013881	010	$ 4,574.39
		4013900	010	$ 1,201.98
ANDRE BOUDIN BAKERIES Total				$ 6,229.61
ANITA GHOSH	8/19/2022	4013972	010	$ 160.93
ANITA GHOSH Total				$ 160.93
ANNYA R ARTIGAS	8/26/2022	4014003	010	$ 43.23
ANNYA R ARTIGAS Total				$ 43.23
APPLE INC.	8/1/2022	4013832	010	$ 1,512.28
APPLE INC. Total				$ 1,512.28

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ARELY MARGARITA FLORES	8/12/2022	4013891	010	$ 29.07
ARELY MARGARITA FLORES Total				$ 29.07
ASH EQUIPMENT CO. INC	8/26/2022	4014084	010	$ 2,260.13
ASH EQUIPMENT CO. INC Total				$ 2,260.13
AXIOM COMMUNICATIONS SYSTEMS	8/12/2022	4013911	050	$ 6,204.21
AXIOM COMMUNICATIONS SYSTEMS Total				$ 6,204.21
A-Z BUS SALES INC	8/12/2022	4013909	010	$ 2,538.28
	8/26/2022	4014062	010	$ 542.79
A-Z BUS SALES INC Total				$ 3,081.07
BAY AREA FLOOR MACHINE	8/12/2022	4013912	010	$ 513.33
	8/26/2022	4014024	010	$ 301.76
BAY AREA FLOOR MACHINE Total				$ 815.09
BENCHMARK EDUCATION COMPANY	8/5/2022	4013850	060	$ 1,221.72
BENCHMARK EDUCATION COMPANY Total				$ 1,221.72
BIOMETRICS4ALL INC.	8/8/2022	4013860	010	$ 52.50
BIOMETRICS4ALL INC. Total				$ 52.50
CALIFORNIA SCHOOL NURSES ORG	8/12/2022	4013882	010	$ 120.00
CALIFORNIA SCHOOL NURSES ORG Total				$ 120.00
CAMBIUM LEARNING INC.	8/5/2022	4013851	060	$ 44,370.00
CAMBIUM LEARNING INC. Total				$ 44,370.00
CARD INTEGRATORS CORPORATION	8/5/2022	4013852	010	$ 543.00
CARD INTEGRATORS CORPORATION Total				$ 543.00
CARLOS GUERRA PACHECO	8/12/2022	4013913	050	$ 150.00
CARLOS GUERRA PACHECO Total				$ 150.00
CARRILLO SILVIA T.	8/12/2022	4013893	060	$ 162.57
CARRILLO SILVIA T. Total				$ 162.57
CAT FINANCIAL CAT CARD	8/12/2022	4013914	010	$ 100.65
CAT FINANCIAL CAT CARD Total				$ 100.65
CELLCO PARTNERSHIP	8/19/2022	4013983	010	$ 23.34
	8/8/2022	4013863	010	$ 4,512.69
CELLCO PARTNERSHIP Total				$ 4,536.03
CHRISTINA SARINANA	8/19/2022	4013966	060	$ 124.16
	8/26/2022	4014050	010	$ 61.23
CHRISTINA SARINANA Total				$ 185.39
CINTAS CORPORATION	8/5/2022	4013837	010	$ 526.21
			050	$ 89.02
	8/12/2022	4013915	010	$ 753.35
			050	$ 163.34
	8/26/2022	4014039	010	$ 363.71
			050	$ 87.55
CINTAS CORPORATION Total				$ 1,983.18
CITY OF MOUNTAIN VIEW	8/29/2022	4014109	010	$ 3,162.26
CITY OF MOUNTAIN VIEW Total				$ 3,162.26
CITYSPAN TECHNOLOGIES INC	8/5/2022	4013853	060	$ 13,925.00
CITYSPAN TECHNOLOGIES INC Total				$ 13,925.00
COMMITTEE FOR CHILDREN	8/5/2022	4013857	060	$ 2,329.00
COMMITTEE FOR CHILDREN Total				$ 2,329.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
COUNTY BUILDING MATERIALS INC.	8/12/2022	4013916	050	$ 133.86
COUNTY BUILDING MATERIALS INC. Total				**$ 133.86**
CUMMING MANAGEMENT GROUP INC	8/2/2022	4013836	210	$ 1,850.00
CUMMING MANAGEMENT GROUP INC Total				**$ 1,850.00**
DALE SCOTT & CO INC	8/1/2022	4013828	210	$ 5,000.00
DALE SCOTT & CO INC Total				**$ 5,000.00**
DAYLIGHT FOODS INC	8/18/2022	4013960	130	$ 968.96
DAYLIGHT FOODS INC Total				**$ 968.96**
DBA: EARLY LEARNING SOLUTIONS	8/8/2022	4013865	080	$ 4,990.00
DBA: EARLY LEARNING SOLUTIONS Total				**$ 4,990.00**
DBA: PALACE BUSINESS SOLUTIONS	8/12/2022	4013917	010	$ 5,813.58
	8/26/2022	4014064	010	$ 9,595.10
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 15,408.68**
DBT IN SCHOOLS LLC	8/8/2022	4013866	060	$ 1,700.00
DBT IN SCHOOLS LLC Total				**$ 1,700.00**
DELL MARKETING L.P.	8/22/2022	4013991	080	$ 3,741.93
DELL MARKETING L.P. Total				**$ 3,741.93**
DELTA DENTAL	8/26/2022	4014085	670	$ 876.69
		4014090	670	$ 978.82
DELTA DENTAL Total				**$ 1,855.51**
EAST BAY RESTAURANT SUPPLY INC	8/26/2022	4014004	130	$ 505.32
EAST BAY RESTAURANT SUPPLY INC Total				**$ 505.32**
EDGES ELECTRICAL GROUP LLC	8/26/2022	4014065	050	$ 1,414.96
EDGES ELECTRICAL GROUP LLC Total				**$ 1,414.96**
EINSTEIN NOAH RESTAURANT	8/19/2022	4013967	010	$ 98.96
	8/16/2022	4013941	010	$ 96.21
	8/24/2022	4013995	010	$ 2,280.10
	8/26/2022	4014005	060	$ 161.60
	8/29/2022	4014091	010	$ 137.96
		4014101	010	$ 110.86
EINSTEIN NOAH RESTAURANT Total				**$ 2,885.69**
ELMER PALANCA MIRANDA	8/12/2022	4013918	010	$ 150.00
ELMER PALANCA MIRANDA Total				**$ 150.00**
FEDEX	8/1/2022	4013833	010	$ 144.40
	8/5/2022	4013848	010	$ 169.84
FEDEX Total				**$ 314.24**
FOLEY & SONS INC	8/9/2022	4013871	010	$ 49.73
			060	$ 267.34
	8/5/2022	4013847	010	$ 3,607.50
			060	$ 3,600.00
FOLEY & SONS INC Total				**$ 7,524.57**
FOSTER DAIRY FARMS	8/25/2022	4014001	130	$ 8,087.19
FOSTER DAIRY FARMS Total				**$ 8,087.19**
GARDENLAND CENTER INC.	8/12/2022	4013919	050	$ 790.49
	8/26/2022	4014066	050	$ 386.75
GARDENLAND CENTER INC. Total				**$ 1,177.24**
GATEWAY EDUCATION HOLDING LLC	8/26/2022	4014040	060	$ 22,798.20

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
GATEWAY EDUCATION HOLDING LLC Total				$ 22,798.20
GLATFELTER PUBLIC PRACTICE	8/26/2022	4014051	010	$ 46,408.50
GLATFELTER PUBLIC PRACTICE Total				$ 46,408.50
GOLD STAR FOODS	8/18/2022	4013961	130	$ 16,674.67
GOLD STAR FOODS Total				$ 16,674.67
HERNANDEZ, NEREYDA	8/16/2022	4013948	088	$ 20.00
HERNANDEZ, NEREYDA Total				$ 20.00
HOME DEPOT U.S.A. INC.	8/12/2022	4013920	050	$ 2,065.44
	8/26/2022	4014025	010	$ 25.15
		4014026	010	$ 104.72
		4014067	050	$ 1,680.50
HOME DEPOT U.S.A. INC. Total				$ 3,875.81
HORIZON DISTRIBUTORS INC	8/12/2022	4013921	050	$ 4,396.53
	8/26/2022	4014041	050	$ 254.72
		4014068	050	$ 182.34
HORIZON DISTRIBUTORS INC Total				$ 4,833.59
ICONIX WATERWORKS (US) INC.	8/12/2022	4013922	050	$ 2,095.83
	8/26/2022	4014069	050	$ 651.69
ICONIX WATERWORKS (US) INC. Total				$ 2,747.52
IDN INC	8/26/2022	4014070	050	$ 637.22
IDN INC Total				$ 637.22
ILLUMINATE EDUCATION INC	8/8/2022	4013864	010	$ 179,657.35
ILLUMINATE EDUCATION INC Total				$ 179,657.35
IMAGINE LEARNING LLC	8/19/2022	4013968	060	$ 78,000.00
		4013973	060	$ 13,000.00
	8/12/2022	4013877	060	$ 264,000.00
	8/26/2022	4014006	010	$ 14,067.45
			060	$ 18,182.55
		4014042	060	$ 11,250.00
IMAGINE LEARNING LLC Total				$ 398,500.00
IRMA MARTINEZ	8/5/2022	4013845	130	$ 4.38
IRMA MARTINEZ Total				$ 4.38
IT MANAGEMENT CORPORATION	8/12/2022	4013934	010	$ 3,359.20
IT MANAGEMENT CORPORATION Total				$ 3,359.20
JACALYN STROMQUIST	8/12/2022	4013894	010	$ 20.96
JACALYN STROMQUIST Total				$ 20.96
JACQUELINE MONTEJANO	8/1/2022	4013834	060	$ 382.82
JACQUELINE MONTEJANO Total				$ 382.82
JAMES R KELLY	8/8/2022	4013867	010	$ 955.00
JAMES R KELLY Total				$ 955.00
JAZZY LIEN NGUYEN	8/22/2022	4013992	130	$ 45.93
JAZZY LIEN NGUYEN Total				$ 45.93
JENNIFER DOHERTY	8/19/2022	4013974	010	$ 437.50
JENNIFER DOHERTY Total				$ 437.50
JESS FERNANDEZ	8/26/2022	4014027	050	$ 9,425.00
JESS FERNANDEZ Total				$ 9,425.00
JESSE M SERNA	8/26/2022	4014060	010	$ 4,915.90

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
JESSE M SERNA Total				$ 4,915.90
JESSICA MAE LIVOTI	8/29/2022	4014102	010	$ 115.90
JESSICA MAE LIVOTI Total				$ 115.90
JESUS L ARAUJO JR	8/12/2022	4013895	010	$ 180.00
	8/24/2022	4013996	010	$ 260.87
JESUS L ARAUJO JR Total				$ 440.87
JET MULCH INC	8/26/2022	4014043	050	$ 6,757.84
JET MULCH INC Total				$ 6,757.84
JORGE YANIS HERRERA	8/19/2022	4013975	050	$ 136.66
JORGE YANIS HERRERA Total				$ 136.66
JOSEPH CHARLES FELDMAN	8/12/2022	4013888	010	$ 950.00
	8/26/2022	4014061	060	$ 9,500.00
JOSEPH CHARLES FELDMAN Total				$ 10,450.00
JOSEPH J. DELISLE	8/12/2022	4013923	010	$ 1,320.00
JOSEPH J. DELISLE Total				$ 1,320.00
KAISER	8/12/2022	4013906	670	$ 184,357.47
	8/26/2022	4014007	670	$ 235.00
KAISER Total				$ 184,592.47
KAISER PERMANENTE	8/26/2022	4014008	670	$ 412.66
KAISER PERMANENTE Total				$ 412.66
KEENAN & ASSOCIATES	8/12/2022	4013907	670	$ 116,589.00
	8/26/2022	4014009	670	$ 116,589.00
KEENAN & ASSOCIATES Total				$ 233,178.00
KELLY SPICERS INC	8/26/2022	4014086	010	$ 2,059.73
KELLY SPICERS INC Total				$ 2,059.73
KELLY-MOORE PAINT COMPANY INC.	8/12/2022	4013924	050	$ 162.13
KELLY-MOORE PAINT COMPANY INC. Total				$ 162.13
KIMBERLY H SIMON	8/29/2022	4014092	010	$ 89.40
KIMBERLY H SIMON Total				$ 89.40
KIPP HEARTWOOD ACADEMY	8/16/2022	4013956	010	$ 153,346.15
	8/26/2022	4014034	010	$ 60,982.00
KIPP HEARTWOOD ACADEMY Total				$ 214,328.15
KIPP PRIZE PREPARATORY ACADEMY	8/16/2022	4013957	010	$ 148,206.47
	8/26/2022	4014035	010	$ 58,180.00
KIPP PRIZE PREPARATORY ACADEMY Total				$ 206,386.47
LAKESHORE EQUIPMENT COMPANY	8/26/2022	4014010	080	$ 1,381.90
LAKESHORE EQUIPMENT COMPANY Total				$ 1,381.90
LETICIA RIVAS	8/26/2022	4014052	010	$ 27.98
LETICIA RIVAS Total				$ 27.98
LET'S TRAVEL	8/18/2022	4013962	010	$ 3,558.91
LET'S TRAVEL Total				$ 3,558.91
LILY MILIM CHANG	8/16/2022	4013949	010	$ 18.51
LILY MILIM CHANG Total				$ 18.51
LISA MARIE ROGERS	8/26/2022	4014053	010	$ 230.40
LISA MARIE ROGERS Total				$ 230.40
LOREN NICOLE MATA	8/26/2022	4014054	010	$ 33.42
LOREN NICOLE MATA Total				$ 33.42

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LOWES COMPANIES INC.	8/26/2022	4014044	050	$ 440.52
LOWES COMPANIES INC. Total				$ 440.52
LRP PUBLICATIONS INC.	8/26/2022	4014011	010	$ 374.50
LRP PUBLICATIONS INC. Total				$ 374.50
MANSON WESTERN LLC	8/12/2022	4013886	080	$ 1,103.12
MANSON WESTERN LLC Total				$ 1,103.12
MARIA DILSA GONZALEZ	8/5/2022	4013846	130	$ 4.38
MARIA DILSA GONZALEZ Total				$ 4.38
MAXIM HEALTHCARE SERVICES	8/10/2022	4013872	010	$ 4,805.40
	8/29/2022	4014103	080	$ 7,904.00
MAXIM HEALTHCARE SERVICES Total				$ 12,709.40
MERIAM M QUIATCHON	8/24/2022	4013997	088	$ 27.32
MERIAM M QUIATCHON Total				$ 27.32
MESA COLLEGE PREP PROGRAM	8/5/2022	4013858	010	$ 26,393.85
MESA COLLEGE PREP PROGRAM Total				$ 26,393.85
MICHAEL FERGUSON	8/12/2022	4013935	010	$ 27,401.65
MICHAEL FERGUSON Total				$ 27,401.65
MILLAN, YVONNE	8/16/2022	4013950	010	$ 50.11
MILLAN, YVONNE Total				$ 50.11
MOBYMAX LLC	8/26/2022	4014071	060	$ 73,046.00
MOBYMAX LLC Total				$ 73,046.00
NEARPOD INC.	8/19/2022	4013976	010	$ 105,919.55
NEARPOD INC. Total				$ 105,919.55
NO TEARS LEARNING INC.	8/19/2022	4013977	060	$ 261.68
	8/5/2022	4013854	060	$ 7,641.90
NO TEARS LEARNING INC. Total				$ 7,903.58
NORCAL TRUCK LEASING INC	8/12/2022	4013889	010	$ 1,542.09
	8/26/2022	4014045	010	$ 166.00
NORCAL TRUCK LEASING INC Total				$ 1,708.09
NORMA LETICIA GONZALEZ	8/29/2022	4014093	010	$ 141.38
NORMA LETICIA GONZALEZ Total				$ 141.38
OCCUPATIONAL HEALTH CTR OF CA	8/12/2022	4013887	010	$ 113.00
	8/26/2022	4014012	010	$ 120.50
OCCUPATIONAL HEALTH CTR OF CA Total				$ 233.50
OFFICE DEPOT BUSINESS SOLUTION	8/19/2022	4013984	010	$ 7,465.30
			050	$ 134.73
			080	$ 107.47
			670	$ 72.71
			130	$ 1,491.83
	8/5/2022	4013844	010	$ 2,012.46
			670	$ 768.36
	8/12/2022	4013884	010	$ 1,103.38
			080	$ 299.68
			130	$ 409.29
	8/16/2022	4013942	010	$ 99.16
	8/24/2022	4013998	010	$ 112.35
	8/26/2022	4014016	010	$ 684.53

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
OFFICE DEPOT BUSINESS SOLUTION	8/26/2022	4014017	010	$ 787.72
			080	$ 20.37
			670	$ 61.34
			130	$ 85.74
		4014018	010	$ 258.70
			130	$ 435.74
		4014019	010	$ 3,165.11
		4014020	010	$ 2,206.15
		4014021	010	$ 1,015.32
		4014022	010	$ 1,011.23
		4014023	010	$ 427.15
		4014058	010	$ 2,204.97
		4014059	010	$ 2,695.86
		4014087	010	$ 439.13
OFFICE DEPOT BUSINESS SOLUTION Total				$ 29,575.78
OLIVER PACKAGING & EQUIPMENT	8/19/2022	4013985	130	$ 2,448.93
OLIVER PACKAGING & EQUIPMENT Total				$ 2,448.93
O'REILLY AUTOMOTIVE STORES INC	8/5/2022	4013838	010	$ 154.50
	8/12/2022	4013925	010	$ 1,536.54
	8/26/2022	4014072	010	$ 230.45
O'REILLY AUTOMOTIVE STORES INC Total				$ 1,921.49
ORLANDI TRAILER	8/26/2022	4014073	010	$ 11,639.22
			050	$ 1,382.88
ORLANDI TRAILER Total				$ 13,022.10
P & R PAPER SUPPLY COMPANY	8/18/2022	4013963	130	$ 5,195.97
P & R PAPER SUPPLY COMPANY Total				$ 5,195.97
PAM L. ABERG	8/19/2022	4013969	210	$ 902.50
	8/12/2022	4013890	210	$ 1,130.50
	8/26/2022	4014013	010	$ 1,415.50
PAM L. ABERG Total				$ 3,448.50
PAR INC.	8/12/2022	4013878	080	$ 66.00
PAR INC. Total				$ 66.00
PARTRIDGE CONSULTING INC.	8/12/2022	4013901	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				$ 5,500.00
PATRICIA M TOVAR	8/8/2022	4013870	010	$ 177.82
	8/12/2022	4013896	010	$ 174.59
	8/26/2022	4014055	010	$ 38.94
PATRICIA M TOVAR Total				$ 391.35
PAULINA MARTINEZ	8/29/2022	4014104	010	$ 108.24
PAULINA MARTINEZ Total				$ 108.24
PETER P. IMPERIAL	8/26/2022	4014028	050	$ 17,339.00
		4014074	010	$ 688.00
PETER P. IMPERIAL Total				$ 18,027.00
PG&E	8/8/2022	4013861	010	$ 165.14
	8/12/2022	4013903	010	$ 196,841.12
PG&E Total				$ 197,006.26
PIZZA MARIA	8/29/2022	4014094	060	$ 80.99

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
PIZZA MARIA Total				**$ 80.99**
PLUSHY FEELY CORP	8/16/2022	4013943	060	$ 4,000.00
PLUSHY FEELY CORP Total				**$ 4,000.00**
POSITIVE PROMOTIONS INC	8/12/2022	4013902	010	$ 258.67
POSITIVE PROMOTIONS INC Total				**$ 258.67**
PRAED FOUNDATION	8/16/2022	4013944	060	$ 300.00
PRAED FOUNDATION Total				**$ 300.00**
PRECISION EMPRISE LLC	8/12/2022	4013926	050	$ 83,990.50
PRECISION EMPRISE LLC Total				**$ 83,990.50**
PRO-ED	8/12/2022	4013879	080	$ 134.90
PRO-ED Total				**$ 134.90**
PSYCHED SERVICES	8/29/2022	4014105	080	$ 1,550.00
PSYCHED SERVICES Total				**$ 1,550.00**
RANDALL E. KLEIN	8/26/2022	4014014	010	$ 179.00
RANDALL E. KLEIN Total				**$ 179.00**
REACH COMPANIES LLC	8/26/2022	4014029	060	$ 30,300.00
REACH COMPANIES LLC Total				**$ 30,300.00**
RECOLOGY SOUTH BAY	8/5/2022	4013843	010	$ 18,122.05
RECOLOGY SOUTH BAY Total				**$ 18,122.05**
REGINA A CARDENAS	8/12/2022	4013897	010	$ 135.90
REGINA A CARDENAS Total				**$ 135.90**
REHON & ROBERTS APC	8/26/2022	4014046	010	$ 32,789.95
			210	$ 11,200.00
REHON & ROBERTS APC Total				**$ 43,989.95**
RICK DELONG	8/26/2022	4014075	010	$ 1,485.00
RICK DELONG Total				**$ 1,485.00**
RO HEALTH INC.	8/8/2022	4013868	010	$ 6,081.00
RO HEALTH INC. Total				**$ 6,081.00**
ROCKETSHIP FUERZA	8/16/2022	4013958	010	$ 166,162.33
	8/26/2022	4014036	010	$ 77,799.00
ROCKETSHIP FUERZA Total				**$ 243,961.33**
ROCKETSHIP SI SE PUEDE	8/16/2022	4013959	010	$ 85,497.68
	8/26/2022	4014037	010	$ 42,266.00
ROCKETSHIP SI SE PUEDE Total				**$ 127,763.68**
RODAN ENTERPRISES INC.	8/16/2022	4013945	010	$ 189.00
	8/26/2022	4014076	010	$ 490.87
	8/29/2022	4014095	060	$ 218.00
RODAN ENTERPRISES INC. Total				**$ 897.87**
ROSARIO'S TACOS	8/10/2022	4013874	010	$ 7,700.00
ROSARIO'S TACOS Total				**$ 7,700.00**
ROSELLE GILDORE ANDACA	8/26/2022	4014056	010	$ 174.67
ROSELLE GILDORE ANDACA Total				**$ 174.67**
RR DONNELLEY	8/10/2022	4013873	010	$ 1,784.01
RR DONNELLEY Total				**$ 1,784.01**
RUSSELL SIGLER INC.	8/26/2022	4014077	050	$ 1,956.00
RUSSELL SIGLER INC. Total				**$ 1,956.00**
SAN JOAQUIN COUNTY OFFICE	8/29/2022	4014106	010	$ 2,097.75

AP Check Register - Pivot Table Summary by Vendor
August 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SAN JOAQUIN COUNTY OFFICE Total				$ 2,097.75
SAN JOSE WATER COMPANY	8/5/2022	4013842	010	$ 77,379.59
SAN JOSE WATER COMPANY Total				$ 77,379.59
SANCHEZ, MELANY	8/29/2022	4014096	010	$ 200.00
SANCHEZ, MELANY Total				$ 200.00
SANDRA SARMIENTO	8/16/2022	4013951	060	$ 649.52
SANDRA SARMIENTO Total				$ 649.52
SANTA CLARA & SAN BENITO COUNT	8/26/2022	4014088	010	$ 150.00
SANTA CLARA & SAN BENITO COUNT Total				$ 150.00
SANTA CLARA COUNTY OFFICE OF	8/1/2022	4013829	010	$ 2,415.00
			060	$ 800.00
	8/11/2022	4013875	060	$ 12,826.68
SANTA CLARA COUNTY OFFICE OF Total				$ 16,041.68
SARAH M KRETOVICS	8/29/2022	4014097	010	$ 77.40
SARAH M KRETOVICS Total				$ 77.40
SAVE MART SUPERMARKETS	8/19/2022	4013987	010	$ 75.00
	8/5/2022	4013855	010	$ 99.32
	8/26/2022	4014015	010	$ 204.73
SAVE MART SUPERMARKETS Total				$ 379.05
SCCSBA	8/24/2022	4013999	010	$ 480.00
SCCSBA Total				$ 480.00
SCHOOL SERVICES OF CALIFORNIA	8/26/2022	4014047	010	$ 355.00
SCHOOL SERVICES OF CALIFORNIA Total				$ 355.00
SCHOOL SPECIALTY LLC	8/26/2022	4014078	060	$ 225,177.97
SCHOOL SPECIALTY LLC Total				$ 225,177.97
SECURITY CONTRACTOR SERVICES	8/12/2022	4013927	050	$ 835.41
	8/26/2022	4014079	050	$ 1,162.62
SECURITY CONTRACTOR SERVICES Total				$ 1,998.03
SEESAW LEARNING INC	8/29/2022	4014098	060	$ 3,000.00
		4014110	060	$ 28,050.00
SEESAW LEARNING INC Total				$ 31,050.00
SELF INSURED SCHOOLS OF	8/12/2022	4013904	670	$ 799,445.00
SELF INSURED SCHOOLS OF Total				$ 799,445.00
SERVICE STATION SYSTEMS	8/12/2022	4013928	010	$ 388.01
SERVICE STATION SYSTEMS Total				$ 388.01
SEVERIN INTERMEDIATE HOLDINGS	8/5/2022	4013849	010	$ 70,063.74
	8/12/2022	4013936	010	$ 27,198.73
SEVERIN INTERMEDIATE HOLDINGS Total				$ 97,262.47
SFCC INTERMEDIATEHOLDINGS INC	8/19/2022	4013988	010	$ 452.83
	8/16/2022	4013946	010	$ 203.81
SFCC INTERMEDIATEHOLDINGS INC Total				$ 656.64
SPRINGBOARD COLLABORATIVE	8/8/2022	4013862	060	$ 52,500.00
	8/12/2022	4013883	060	$ 31,500.00
SPRINGBOARD COLLABORATIVE Total				$ 84,000.00
SPURR	8/18/2022	4013964	010	$ 3,715.04
SPURR Total				$ 3,715.04
STATEWIDE TRAFFIC SAFETY AND	8/12/2022	4013929	050	$ 352.49

AP Check Register - Pivot Table Summary by Vendor
August 2022

Vendor Name	Date	Warrant #	Fund	Sum of Amount
STATEWIDE TRAFFIC SAFETY AND Total				$ 352.49
STLR CORPORATION	8/19/2022	4013978	010	$ 700.00
STLR CORPORATION Total				$ 700.00
STUDIES WEEKLY INC	8/5/2022	4013856	060	$ 43,747.09
STUDIES WEEKLY INC Total				$ 43,747.09
SUNBELT RENTALS INC.	8/26/2022	4014080	050	$ 2,627.61
SUNBELT RENTALS INC. Total				$ 2,627.61
SUSAN NICHOLAS-AVILA	8/29/2022	4014107	010	$ 98.03
SUSAN NICHOLAS-AVILA Total				$ 98.03
SVA ARCHITECTS, INC.	8/19/2022	4013990	210	$ 188,403.98
SVA ARCHITECTS, INC. Total				$ 188,403.98
SYSCO SAN FRANCISCO INC.	8/19/2022	4013986	130	$ 348.72
SYSCO SAN FRANCISCO INC. Total				$ 348.72
SYTECH SOLUTIONS INC.	8/19/2022	4013979	010	$ 6,000.00
SYTECH SOLUTIONS INC. Total				$ 6,000.00
TARGET SPECIALTY PRODUCTS	8/26/2022	4014081	050	$ 1,601.42
TARGET SPECIALTY PRODUCTS Total				$ 1,601.42
TEACHERS' CURRICULUM	8/19/2022	4013980	060	$ 12,826.01
TEACHERS' CURRICULUM Total				$ 12,826.01
TEAMSTERS MANAGED TRUST FUNDS	8/12/2022	4013905	670	$ 217,622.00
TEAMSTERS MANAGED TRUST FUNDS Total				$ 217,622.00
THANH PHU	8/19/2022	4013981	050	$ 150.00
THANH PHU Total				$ 150.00
THE DRALA PROJECT INC	8/12/2022	4013937	010	$ 86,799.16
THE DRALA PROJECT INC Total				$ 86,799.16
THE ENVISIONEERS INC	8/26/2022	4014048	060	$ 18,152.17
THE ENVISIONEERS INC Total				$ 18,152.17
THE STEPPING STONES GROUP LLC	8/26/2022	4014089	080	$ 3,087.50
THE STEPPING STONES GROUP LLC Total				$ 3,087.50
THINK TOGETHER	8/19/2022	4013982	060	$ 164,064.21
	8/12/2022	4013938	060	$ 140,025.00
	8/22/2022	4013993	120	$ 141,073.96
THINK TOGETHER Total				$ 445,163.17
THU HONG THI TRAN	8/29/2022	4014099	010	$ 90.55
THU HONG THI TRAN Total				$ 90.55
TSC MOTORS INC	8/2/2022	4013835	060	$ 64,420.44
TSC MOTORS INC Total				$ 64,420.44
TURF AND INDUSTRIAL EQUIPMENT	8/12/2022	4013930	050	$ 1,048.63
TURF AND INDUSTRIAL EQUIPMENT Total				$ 1,048.63
TUTORWORKS INC.	8/26/2022	4014049	060	$ 34,570.80
TUTORWORKS INC. Total				$ 34,570.80
U.S. BANK	8/24/2022	4013994	010	$ 4,406.42
U.S. BANK Total				$ 4,406.42
ULINE INC	8/8/2022	4013869	010	$ 478.81
ULINE INC Total				$ 478.81
UNITED REFRIGERATION INC.	8/26/2022	4014082	050	$ 383.66
UNITED REFRIGERATION INC. Total				$ 383.66

AP Check Register - Pivot Table Summary by Vendor
August 2022

Vendor Name	Date	Warrant #	Fund		Sum of Amount
UNITEDHEALTHCARE INSURANCE	8/25/2022	4014000	670	$	16,477.85
UNITEDHEALTHCARE INSURANCE Total				$	16,477.85
UTJ HOLDCO INC	8/19/2022	4013989	120	$	3,190.00
UTJ HOLDCO INC Total				$	3,190.00
VANESSA CARRETERO	8/5/2022	4013840	010	$	12.75
VANESSA CARRETERO Total				$	12.75
VELASCO, RICARDO R.	8/12/2022	4013898	010	$	214.10
VELASCO, RICARDO R. Total				$	214.10
VISION SERVICE PLAN	8/12/2022	4013908	670	$	11,559.50
VISION SERVICE PLAN Total				$	11,559.50
VIVIANNE NGUYEN	8/29/2022	4014108	010	$	45.00
VIVIANNE NGUYEN Total				$	45.00
WARDS AUTO SUPPLY, INC	8/12/2022	4013931	010	$	1,061.64
	8/26/2022	4014083	010	$	1,057.36
WARDS AUTO SUPPLY, INC Total				$	2,119.00
WEINER, ANAT	8/1/2022	4013830	010	$	1,098.00
WEINER, ANAT Total				$	1,098.00
WENDY LYNN ROLFS	8/26/2022	4014057	010	$	400.05
WENDY LYNN ROLFS Total				$	400.05
WEX Health Inc	8/12/2022	4013932	670	$	60.00
WEX Health Inc Total				$	60.00
WOWZY CREATION CORP.	8/12/2022	4013880	010	$	1,577.23
	8/16/2022	4013947	010	$	303.76
WOWZY CREATION CORP. Total				$	1,880.99
YENY ROSALES	8/16/2022	4013952	010	$	208.55
YENY ROSALES Total				$	208.55
ZUM SERVICES INC	8/26/2022	4014030	010	$	4,524.25
ZUM SERVICES INC Total				$	4,524.25
Grand Total				$	5,958,086.47

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 14.05
2930 Gay Avenue, San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: Date: September 1, 2022

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

Staff Analysis: In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statues of 1995 and in compliance with county-policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2022 is submitted for the Board of Trustee's review and acceptance.

Recommendation: Staff recommends that the Board of Trustees approve the SCC Investment Portfolio Report as of June 30, 2022.

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

To the Board of Trustees:

Recommend Approval

14.05
Agenda Placement

Meeting: September 8, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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County of Santa Clara

Finance Agency
Controller-Treasurer Department

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

August 12, 2022

Submitted by: DocuSigned by: Margaret Olaiya 88C20E0A14E143D...
Margaret Olaiya, Finance Director

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

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

SUBJECT: COUNTY OF SANTA CLARA TREASURY INVESTMENT PORTFOLIO STATUS

RECOMMENDATION

Receive and file the June 30, 2022, Detailed Investment Portfolio Listing.

DISCUSSION

In compliance with the State of California Government Code as amended by Chapters 783 and 784, Statutes of 1995 and in compliance with County Policy, the Santa Clara County Treasury Investment Portfolio Report as of June 30, 2022, is submitted for your review and acceptance.

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

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

	Cost	Market Value	Increase (Decrease)	Percent
Commingled Investments	$ 11,103,252,552	$ 10,827,797,373	-$ 275,455,179	-2.48%

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

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The yield of the Pool on June 30, 2022 was 1.25%. As a comparison, on June 30, 2022, the yield of a 6-month Treasury Bill was 2.46%. A two-year Treasury Note was 2.95%. The State of California Local Agency Investment Fund (LAIF) yield was .86%.

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

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

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

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

Attachments:

June 30, 2022, Quarterly Investment Report

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Quarterly Investment Report

June 30, 2022

DocuSign Envelope ID: 9BD04155-9463-46FA-A7E6-CC77CBB8F203

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

County Executive: Jeffrey V. Smith

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Santa Clara County Commingled Pool and Segregated Investments

June 30, 2022

Fund	Cost Value**	Market Value	Variance	% Variance
Commingled Investment Pool	$11,103,252,552	$10,827,797,373	-$275,455,179	-2.48%
Worker's Compensation	$30,172,452	$29,168,997	-$1,003,455	-3.33%
Park Charter Fund	$4,432,079	$4,302,413	-$129,666	-2.93%
San Jose-Evergreen	$21,296,027	$21,249,103	-$46,925	-0.22%
Medical Malpractice Insurance Fund (1)	$9,837,267	$9,468,296	-$368,970	-3.75%
Total	**$11,168,990,377**	**$10,891,986,181**	**-$277,004,196**	**-2.48%**

(1) Managed by Chandler Asset Management, Inc.

Summary of Yields* for Select Santa Clara County Investment Funds

Fund	2022			2021
	Apr 30	May 31	Jun 30	Jun 30
Commingled Investment Pool	0.86%	1.09%	1.25%	0.76%
Worker's Compensation	1.22%	1.54%	1.61%	1.41%
Weighted Yield	**0.86%**	**1.09%**	**1.25%**	**0.76%**

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

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

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

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Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

June 30, 2022

The U.S. domestic economy is already slowing and has clearly lost momentum in response to the Federal Reserve Bank's repeated interest rate increases and the challenges presented by rising inflation. Gross domestic product contracted at a 0.9 percent annualized pace in the second quarter, a consecutive quarterly decline after 1.6 percent negative growth in the first three months of the year. Nevertheless, economists are not viewing the current circumstance as broad-based weakness in the economy or as a recession. The economy continues to be bolstered by strong labor markets with an unemployment rate of 3.6 percent, a 50-year low. The U.S. added 2.7 million jobs the first half of 2022, a pace of about 450,000 jobs a month which is much stronger than the average prior to the Covid-19 pandemic. Payroll growth has been slowing but continues to be positive. Adjusted for inflation, personal consumption has continued to expand this year, rising in five of the past six months. Consumer spending accounts for around 70 percent of the US economy, so it remains a key driver for growth.

Federal Reserve Bank (Fed) policy makers have been forcefully raising interest rates to slow inflation and have signaled that their top priority is to reduce high inflation. Policy makers who have a dual mandate from Congress for maximum employment and to maintain price stability (low inflation) have been a target of criticism for misjudging inflation and being slow to respond. The Fed is seeking to cool off economic demand in response to surging prices that have persisted longer than expected. The consumer price index rose 9.1 percent in June from a year earlier in a broad-based advance, and which was the largest gain since 1981. The Fed has hiked its benchmark rate four times since March 2022 at which time, rates were near zero. Most recently, the central bank lifted its rate to a range between 2.25 and 2.50 percent on July 27th. Economists expect the Fed will accelerate the reduction of its balance sheet, which began this June with the runoff of maturing securities. Overall reductions should amount to $1.1 trillion a year. This means the bank's balance sheet should shrink to $8.4 trillion by year end, and contract to $6.5 trillion in December 2024.

It is too soon to fully gauge the impact of the Fed's efforts so far. Certain inflation sources including the war in Ukraine and China's Covid Zero program lie outside the influence of monetary policy. The effects of higher rates are particularly evident in the housing market where sales have slowed as higher borrowing costs continue to reduce affordability. The average rate on a 30-year mortgage is nearly double what it was a year prior. Sales of previously owned homes fell in June to a two-year low. The Fed's impact also appears to be filtering more broadly through the economy. A steep decline in residential investment, a reduction in business spending and a slower rate of inventory replacement all contributed to GDP shrinking at a 0.9 percent annual rate from April through June 2022.

Most recently, US manufacturing activity continued to grow at a slower rate in June. Manufacturing has struggled this year amid supply chain difficulties, fewer orders as consumer spending slowed and a stronger US dollar which made exports more expensive. Companies have cited the damaging impact of inflation on costs which was now increasingly affecting revenues as rising prices destroyed demand for some goods and to a lesser extent services.

The central bank's interest-rate increases have not made a dent on wages. This has heightened concerns that prices will remain persistently high. The Labor Department's employment cost index (ECI), a broad gauge of wages and benefits, increased 1.3 percent in the second quarter from the prior three months. Compared with a year earlier, the labor costs measure rose 5.1 percent, an increase not seen in 20 years. Employers, with a near-record number of open positions, used higher pay and other perks to attract and retain workers. ECI is the preferred gauge of labor costs for Federal Reserve policy makers. The measure is not distorted by employment shifts among occupations or industries.

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Santa Clara County Commingled Pool and Segregated Investments

Economic Update and Portfolio Strategy

June 30, 2022

Consumer spending has largely remained resilient despite inflation, mostly from energy prices as well as broader-based increases, diminishing spending power. Even though wages have been rising fast, they are still not keeping up with inflation. Inflation-adjusted spending barely rose in June after falling in the prior month according to Commerce Department data. Consumers are drawing down savings, switching brands, forgoing discretionary purchases to cope with higher prices. The saving rate declined to 5.1%, the lowest since 2009.

Because of discouraging inflation and growth news, some economists expect policy makers will not have to tighten monetary policy much further, thereby pausing early and then lowering interest rates quickly. Others see the Fed raising rates to a range of 4.0 to 4.25 percent by the first quarter of 2023. This compares with 2.25 to 2.50 percent today. Even though, recent results from the purchasing manager's index and housing data imply that demand is starting to wane, the June CPI figures suggest that such developments have had little impact on prices thus far, both in terms of the general level and the broadening of price pressures. Consequently, continued tightening is required. Those who expect more aggressive tightening also expect policy makers will maintain their resolve to push inflation completely back down to 2 percent, the preferred pace of inflation cited by policy makers.

The yields of U.S. government securities along with those of all domestic bonds have risen in anticipation of tighter monetary policy and consequently have suffered substantial price declines. Bond prices and yield are inversely related and hence, move in opposite directions. Although the Fed has increased, so far, its policy rate, fed funds four times, the two-year Treasury yield has increased by 222 basis points from .734 percent on December 31, 2021, to 2.957 percent on June 30th, 2022. Likewise, ten-year Treasury yields rose almost as much over the same period to 3.016 percent from 1.51 percent, a 151-basis point surge.

The portfolio strategy continues to focus on the:
(1) acquisition of high-quality issuers;
(2) identifying and selecting bonds with attractive valuations;
(3) appropriately sizing the liquidity portion of the portfolio to ensure adequate cash for near term obligations; and
(4) ensuring that monies targeted for longer term investments are deployed in vehicles with favorable risk-adjusted yields.

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Santa Clara County Commingled Pool and Segregated Investments

Portfolio Liquidity Adequacy, Review, and Monitoring

June 30, 2022

Yield and Weighted Average Maturity

The yield of the Commingled Pool is 1.25 and the weighted average life is 738 days.

Liquidity Adequacy

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

Review and Monitoring

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

Additional Information

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

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

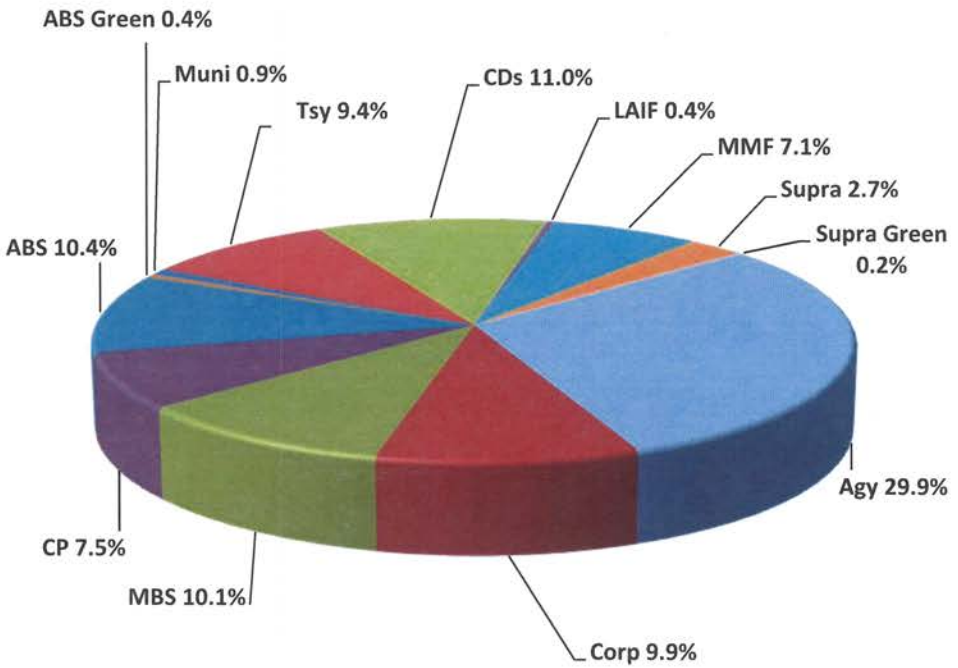
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Santa Clara County Commingled Pool

Allocation by Security Types

June 30, 2022

Sector	6/30/2022	3/31/2022	% Chng
Federal Agencies	29.89%	29.73%	0.17%
Corporate Bonds	9.91%	9.50%	0.41%
Mortgage Backed Securities	10.15%	7.19%	2.96%
Commercial Paper	7.53%	7.48%	0.05%
ABS	10.41%	8.89%	1.52%
ABS Green Bonds	0.44%	0.47%	-0.02%
Municipal Securities	0.86%	0.97%	-0.11%
U.S. Treasuries	9.37%	9.17%	0.20%
Negotiable CDs	11.03%	15.59%	-4.56%
LAIF	0.39%	0.41%	-0.02%
Money Market Funds	7.11%	7.55%	-0.44%
Supranationals	2.67%	2.82%	-0.15%
Supranationals Green Bonds	0.22%	0.23%	-0.01%
Total	100.00%	100.00%	



Sector	6/30/2022	3/31/2022
Federal Agencies	3,319,066,939	3,127,034,107
Corporate Bonds	1,100,816,465	999,803,424
Mortgage Backed Securities	1,126,469,304	755,887,855
Commercial Paper	836,595,674	787,284,454
ABS	1,155,725,801	935,073,222
ABS Green Bonds	48,993,778	48,993,778
Municipal Securities	95,925,213	102,196,141
U.S. Treasuries	1,040,331,758	964,281,931
Negotiable CDs	1,224,900,420	1,639,901,049
LAIF	43,246,452	43,212,399
Money Market Funds	789,873,918	794,323,347
Supranational	296,801,892	296,816,390
Supranationals Green Bonds	24,504,939	24,464,690
Total	11,103,252,552	10,519,272,787

Amounts are based on book value

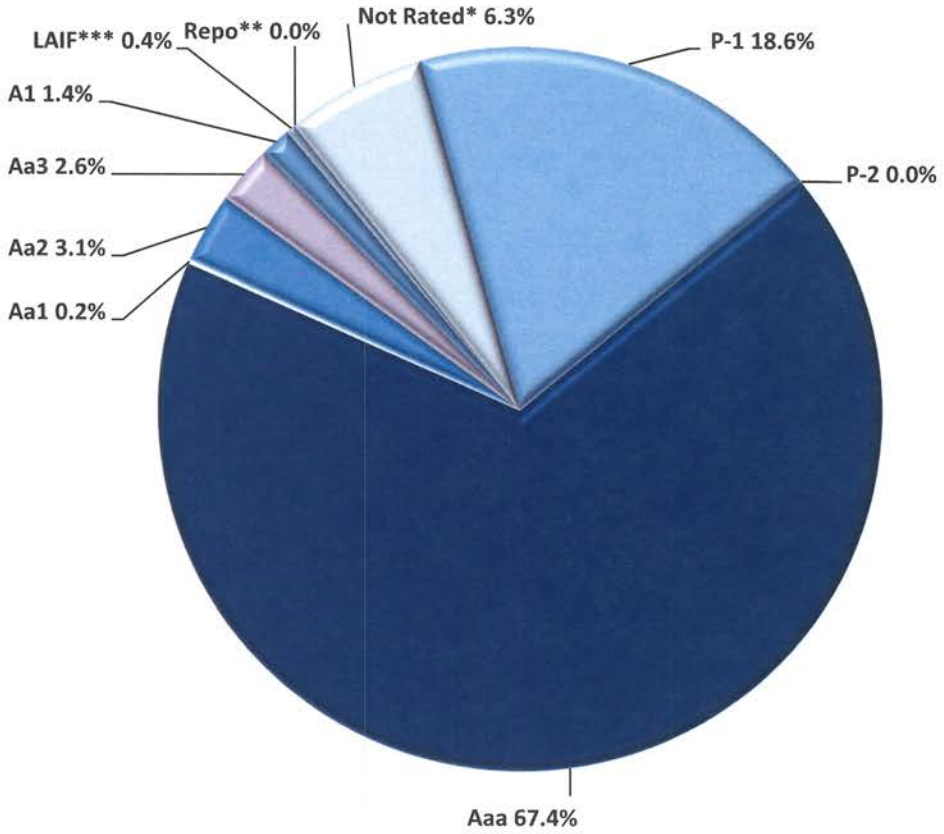
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Santa Clara County Commingled Pool

Allocation by Ratings

June 30, 2022

Moody's Rating	Portfolio $	Portfolio %
P-1	2,061,446,647	18.6%
P-2	-	0.0%
Aaa	7,486,576,139	67.4%
Aa1	22,491,724	0.2%
Aa2	347,945,895	3.1%
Aa3	290,134,063	2.6%
A1	154,928,285	1.4%
A2	2,495,000	0.0%
A3	-	0.0%
LAIF***	43,246,452	0.4%
Repo**	-	0.0%
Not Rated*	693,988,349	6.3%
Total	11,103,252,552	100.0%



*Not Rated by Moody's but at least A-1 & F1 by S&P & Fitch.

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

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

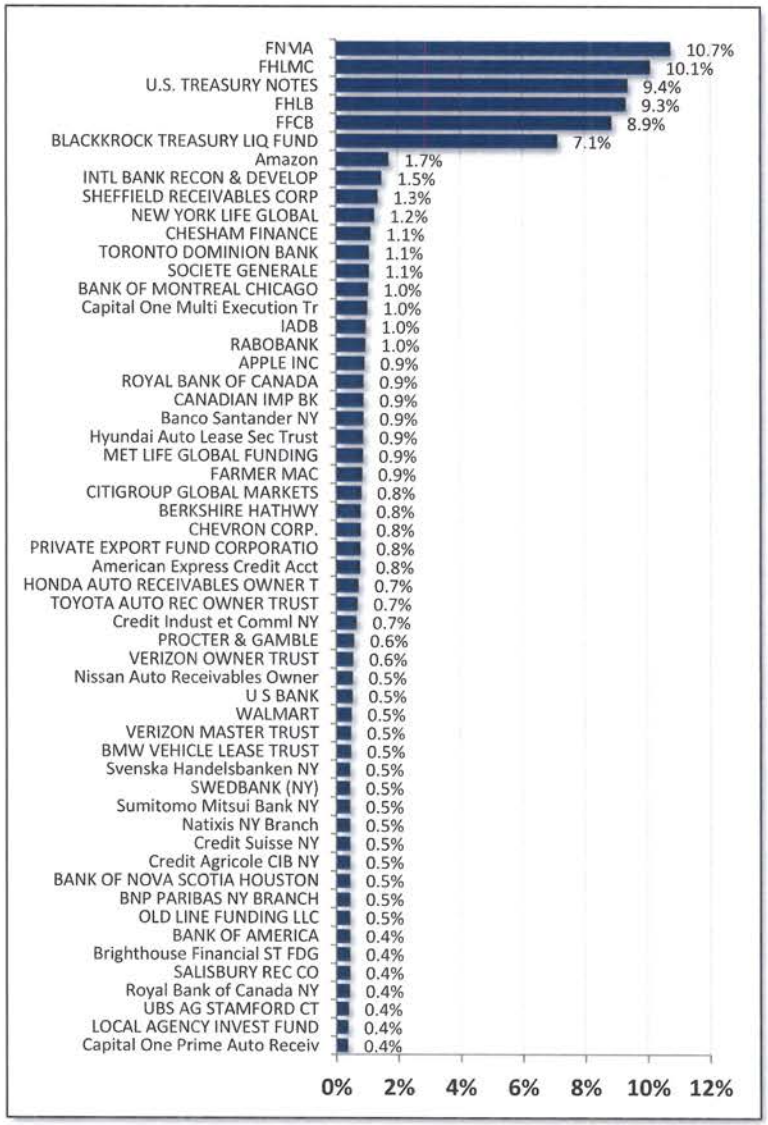
Amounts are based on book values

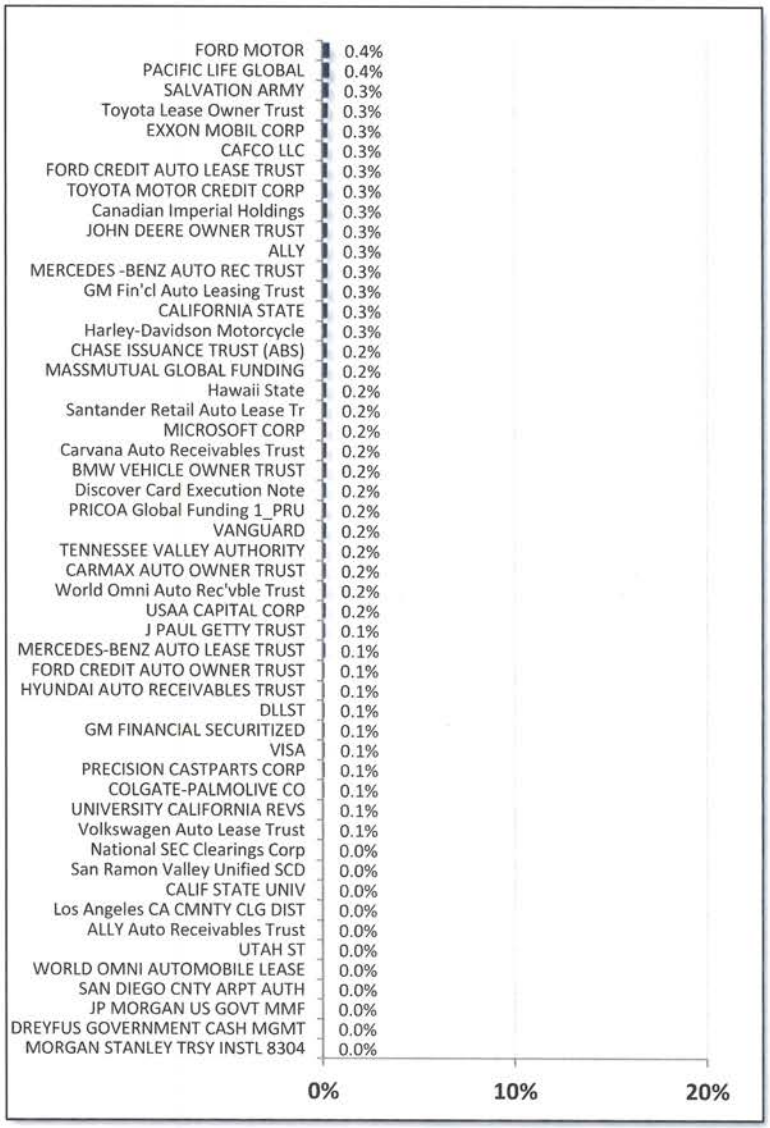
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Santa Clara County Commingled Pool

Holdings by Issuer - Percent of Commingled Pool

June 30, 2022





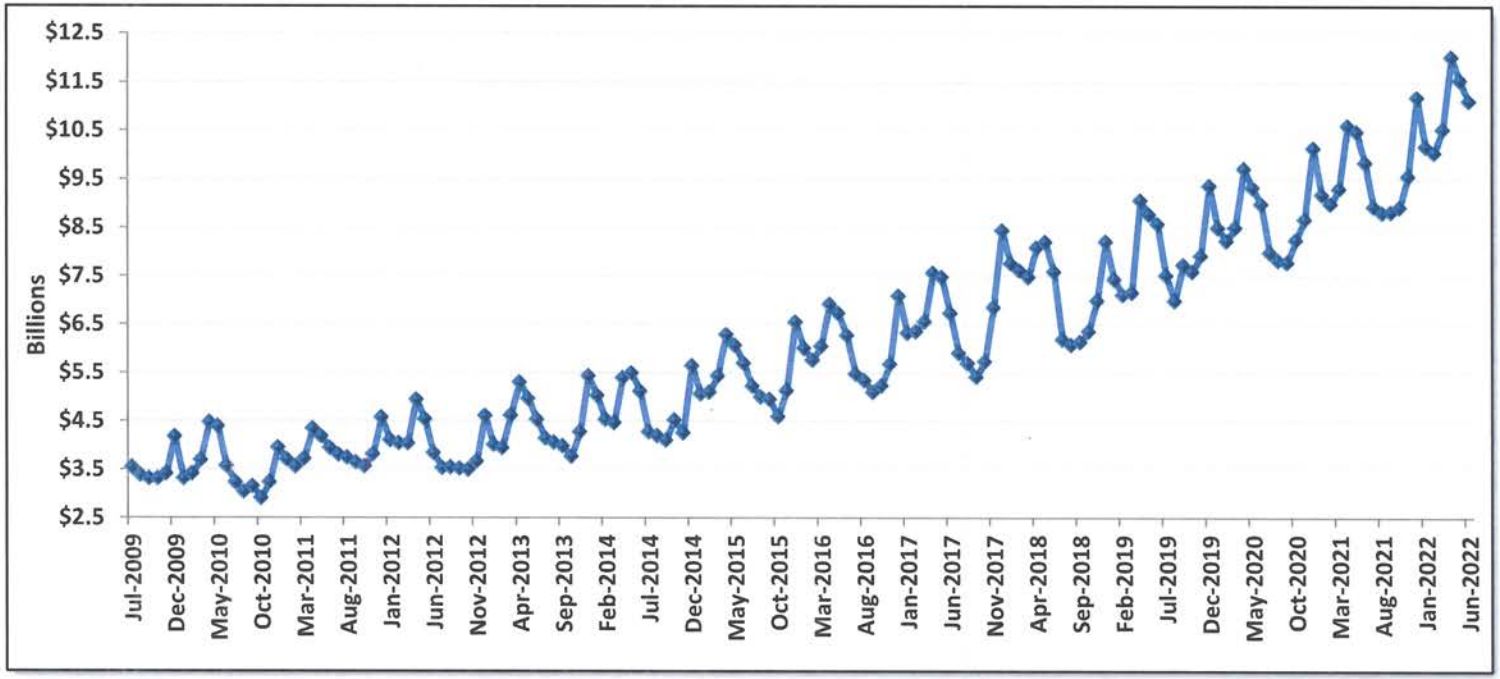
Amounts are based on book values

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Santa Clara County Commingled Pool

Historical Month End Book Values

June 30, 2022



Fiscal Year	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
FY 2012	$3.801	$3.736	$3.637	$3.555	$3.805	$4.567	$4.097	$4.040	$4.032	$4.926	$4.525	$3.833
FY 2013	$3.508	$3.517	$3.515	$3.469	$3.645	$4.600	$3.918	$3.982	$4.606	$5.286	$4.952	$4.521
FY 2014	$4.133	$4.052	$3.975	$3.758	$4.271	$5.419	$5.019	$4.520	$4.461	$5.386	$5.487	$5.108
FY 2015	$4.267	$4.194	$4.096	$4.051	$4.247	$5.639	$5.045	$5.085	$5.420	$6.284	$6.065	$5.690
FY 2016	$5.212	$4.990	$4.941	$4.587	$5.120	$6.543	$5.997	$5.752	$6.040	$6.911	$6.728	$6.263
FY 2017	$5.469	$5.328	$5.088	$5.220	$5.671	$7.082	$6.319	$6.348	$6.550	$7.556	$7.469	$6.730
FY 2018	$5.898	$5.689	$5.408	$5.720	$6.850	$8.427	$7.754	$7.608	$7.472	$8.079	$8.192	$7.584
FY 2019	$6.180	$6.068	$6.127	$6.350	$6.987	$8.199	$7.425	$7.105	$7.151	$9.054	$8.767	$8.565
FY 2020	$7.510	$6.984	$7.179	$7.583	$7.909	$9.363	$8.487	$8.219	$8.494	$9.705	$9.321	$8.977
FY 2021	$7.976	$7.814	$7.767	$8.234	$8.653	$10.129	$9.174	$8.981	$9.296	$10.594	$10.473	$9.829
FY 2022	$8.922	$8.794	$8.809	$8.909	$9.553	$11.180	$10.167	$10.031	$10.519	$12.009	$11.545	$11.103

Amounts in billions

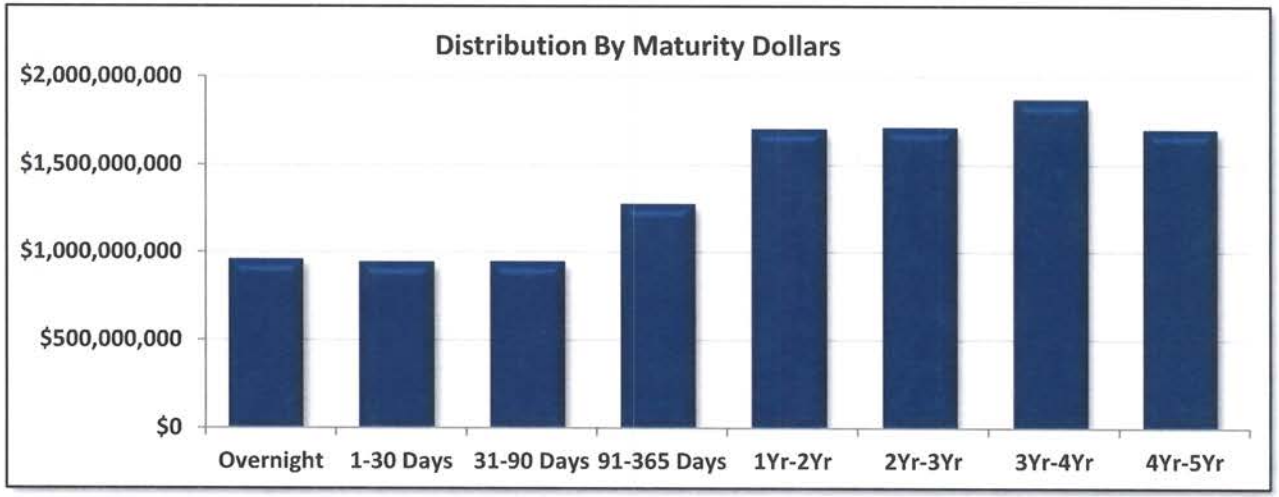
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Santa Clara County Commingled Pool

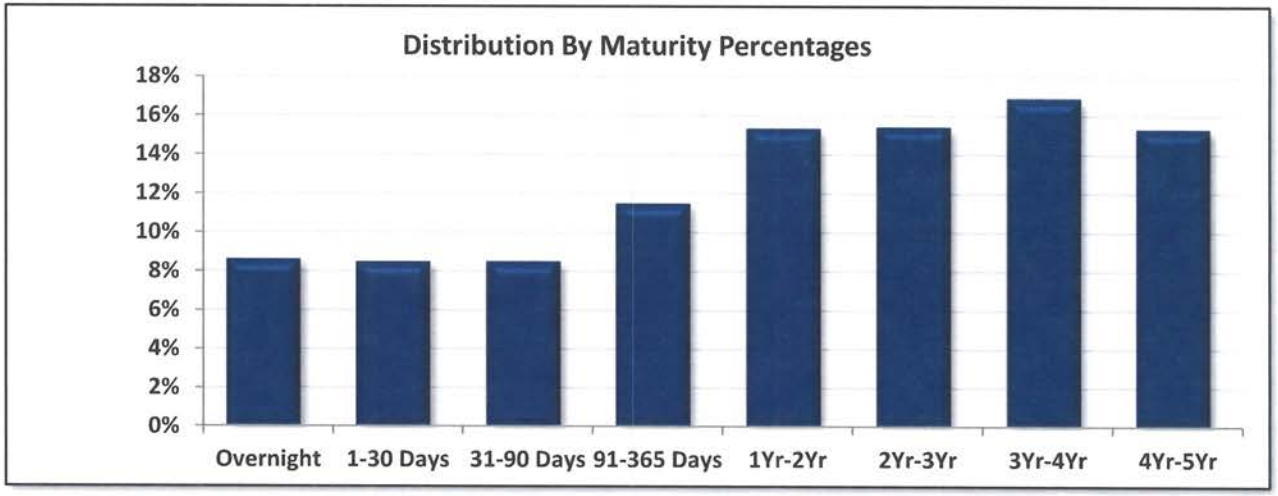
Distribution by Maturity

June 30, 2022

Maturity	Amount*
Overnight	958,120,370
1-30 Days	943,138,632
31-90 Days	944,128,684
91-365 Days	1,274,735,200
1Yr-2Yr	1,701,742,590
2Yr-3Yr	1,710,545,217
3Yr-4Yr	1,872,503,595
4Yr-5Yr	1,698,338,263
	11,103,252,552



Maturity	Amount*
Overnight	8.63%
1-30 Days	8.49%
31-90 Days	8.50%
91-365 Days	11.48%
1Yr-2Yr	15.33%
2Yr-3Yr	15.41%
3Yr-4Yr	16.86%
4Yr-5Yr	15.30%
	100.00%



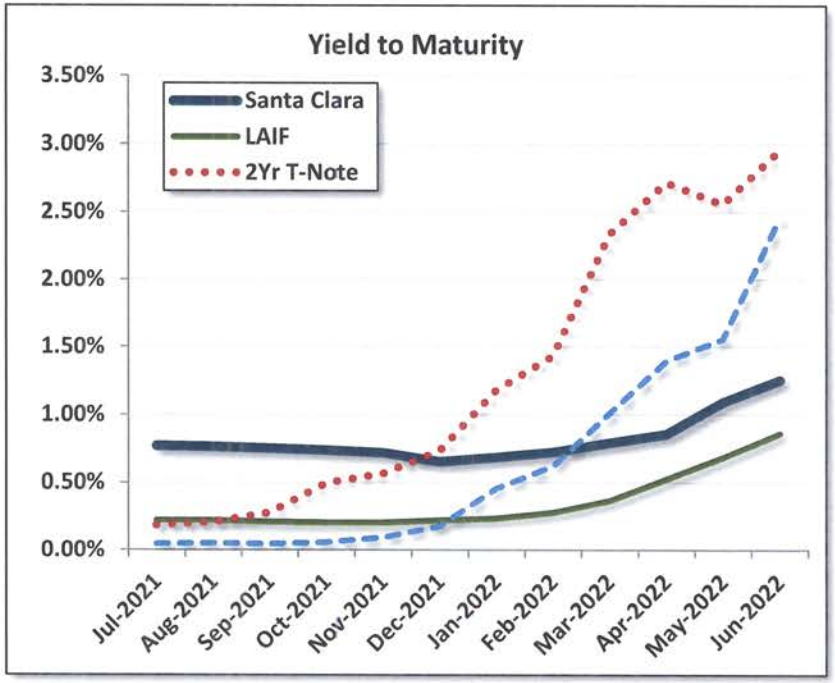
*Amounts are based on book value

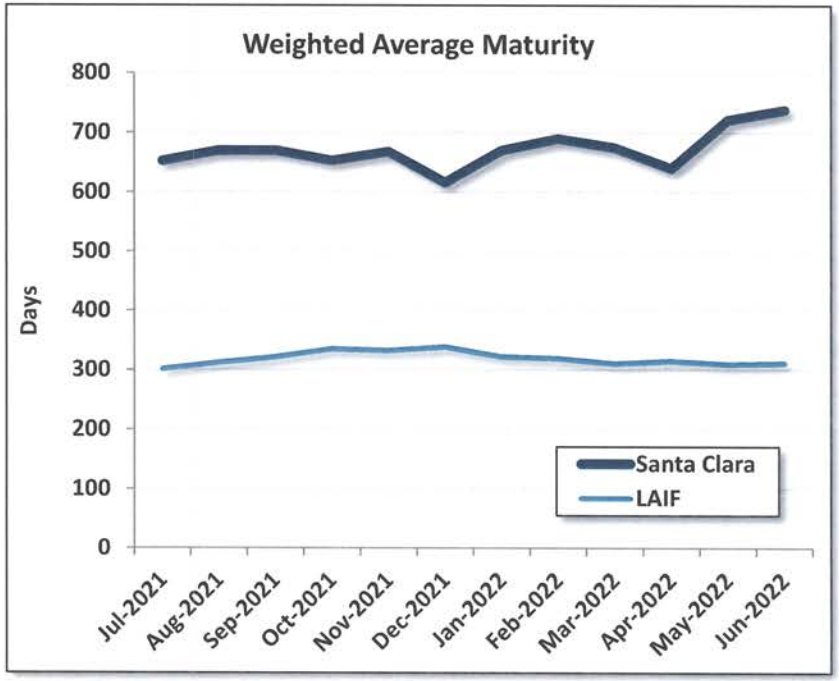
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Santa Clara County Commingled Pool

Yield to Maturity and Weighted Average Maturity

June 30, 2022





Item	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22
SCC YTM	0.77%	0.76%	0.75%	0.74%	0.72%	0.65%	0.68%	0.72%	0.79%	0.86%	1.09%	1.25%
LAIF YTM	0.22%	0.22%	0.21%	0.20%	0.20%	0.22%	0.23%	0.28%	0.37%	0.52%	0.68%	0.86%
6 Mon T-Bill	0.05%	0.05%	0.05%	0.06%	0.09%	0.18%	0.46%	0.62%	1.01%	1.40%	1.56%	2.46%
2Yr T-Note	0.18%	0.21%	0.28%	0.50%	0.57%	0.73%	1.18%	1.43%	2.34%	2.72%	2.56%	2.95%
SCC WAM	652	670	670	653	668	616	670	690	675	640	721	738
LAIF WAM	301	312	321	335	332	338	322	319	310	315	309	311
SCC Duration*	1.20	1.27	1.30	1.34	1.41	1.23	1.37	1.40	1.39	1.42	1.50	1.52
LAIF Duration	0.79	0.82	0.84	0.88	0.87	0.89	0.85	0.84	0.81	0.83	0.81	0.82

*Duration is expressed in years. The Duration for LAIF is an estimate

Note: Yield to Maturity for 2Yr T-Note and 6 Mon T-bill are yields at market levels. LAIF and Santa Clara yields are calculated at purchase cost.

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Santa Clara County

Approved Issuers and Broker/Dealers

June 30, 2022

Direct Commercial Paper Issuers

Toyota Motor Credit

Broker/Dealers

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

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Santa Clara County Commingled Pool
Compliance with Investment Policy
June 30, 2022

Item/Sector	Parameters	In Compliance
Maturity	Weighted Average Maturity (WAM) must be less than 36 months	Yes
Interest Periods	Securities must pay interest within one year of the initial investment and at least semiannually in subsequent years	Yes
Investment Swaps	Similar maturity swaps, so as not to affect cash flow needs, should have minimum 5 basis point gain	Yes
Issuer Limits	No more than 5% of the portfolio shall be invested in aggregate of any single institution of the following types: Bankers Acceptances, CP, Negotiable CDs, and Corporate Notes	Yes
U.S. Treasuries	No sector limit, no issuer limit, max maturity 5 years	Yes
U.S. Federal Agencies	No sector limit, no issuer limit, max maturity 5 years	Yes
LAIF	No sector limit, no issuer limit, CA State's deposit limit $65 million	Yes
Repurchase Agreements	No sector limit, no Issuer limit, max maturity 92 days, treasury and agency collateral at 102% of investment, if maturity exceeds 15 days, must be collateralized by securities with 5 years or less maturities	Yes
Commercial Paper	Sector limit 40%, issuer limit 5%, max maturity 270 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by domestic corporation w/ at least $500 mil of assets, and long term debt rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Corporate Bonds	Sector limit 30%, issuer limit 5%, max maturity 5 years, rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's), issued by domestic corps/depositories	Yes
Money Market Funds	Sector limit 20%, issuer limit 10%, rated by at least two: AAA-m (S&P/Fitch)/Aaa-mf (Moody's), MMF has at least $500 mil managed	Yes
Negotiable Certificates of Deposit	Sector limit 30%, issuer limit 5%, max maturity 5 years, if under 1 year rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), if greater than 1 year rated by at least two: AA- (S&P/Fitch)/Aa3 (Moody's)	Yes
Municipal Securities	Sector limit 10%, no issuer limit, State of CA, local CA agencies, and other municipal securities of the other 49 states, if long-term rated, then by at least two: A- (S&P/Fitch)/A3 (Moody's), if short-term rated, then by at least two: SP-1 (S&P), MIG-1 (Moody's), F-1 (Fitch), revenue based bonds payable solely out of the States' or local agencies' revenues	Yes
Mortgage-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of conforming residential mortgage loans insured by FHLMC/FNMA and residential mortgages guaranteed by FHA (GNMA)	No
Asset-Backed Securities	Sector limit 20% in aggregate with ABS, no issuer limit, max maturity 5 years, collateralized by pools of loans such as installment/receivables, security must be rated by at least two: AA- (S&P/Fitch), Aa3 (Moody's), issuer rated by at least two: A- (S&P/Fitch), A3 (Moody's)	No
Supranational Debt Obligations	Sector limit 10%, max maturity 5 years, issued or unconditionally gauranteed by the IBRD, rated by at least two: AAA (S&P/Fitch), Aaa (Moody's)	Yes
Bankers' Acceptances	Sector limit 40%, issuer limit 5%, max maturity 180 days, rated by at least two: A-1 (S&P), P-1 (Moody's), F-1 (Fitch), issued by commercial banks , collateral must exceed market value of security by 2%	Yes, None in Portfolio
Securities Lending	Sector limit 20%, max maturity 92 days for loans and reinvestment, loan counterparty must be a primary dealer, loaned securities must be owned for at least 30 days	Yes, None in Portfolio

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Santa Clara County Commingled Pool

Allocation by Security Types

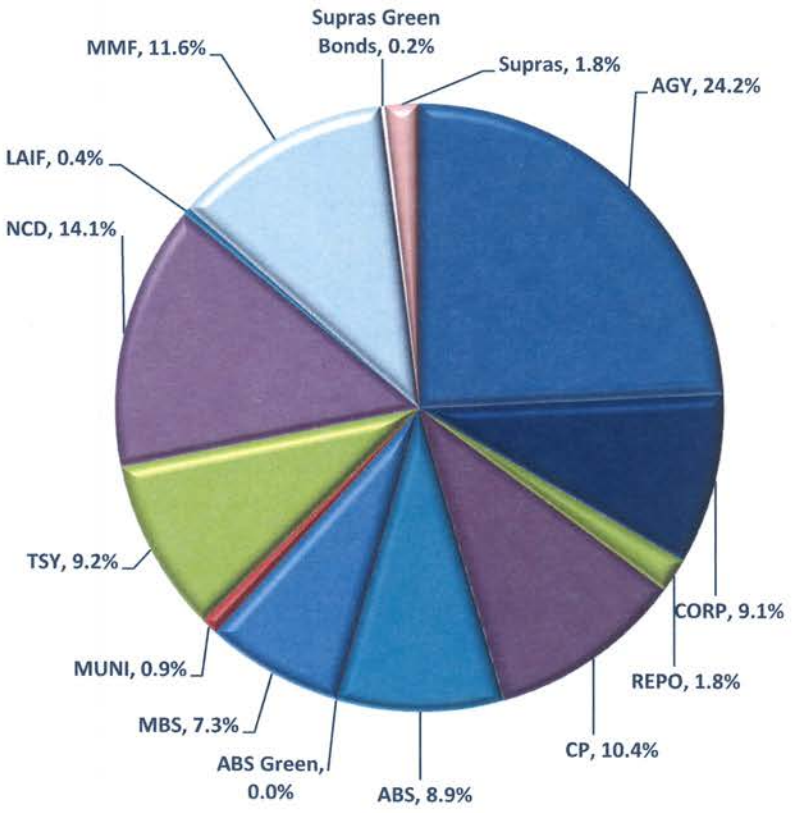
For the Month Ended April 30, 2022

Average Daily Balance	**$ 11,823,316,628.05**
Book Yield	**0.856%**
Weighted Average Maturity	**640 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,763.47	$ 2,754.39	$ 2,652.20
Corporate Bonds	1,032.45	1,034.80	1,000.54
Repurchase Agreements	200.00	200.00	200.00
Commercial Paper	1,138.96	1,137.01	1,136.05
Asset-Backed Securities	997.54	997.47	973.81
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	818.15	838.04	799.93
Municipal Securities	100.05	102.08	98.68
U.S. Treasuries	1,055.00	1,057.13	1,010.63
Negotiable CDs	1,549.90	1,549.90	1,545.36
LAIF	43.25	43.25	43.25
Money Market Funds	1,274.16	1,274.16	1,274.16
Supranationals Green Bonds	25.00	24.48	23.02
Supranationals	201.75	201.81	199.01
Total	**$ 11,199.66**	**$ 11,214.52**	**$ 10,956.64**

*Represents Amortized Book Value

Asset Allocation By Market Value



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Santa Clara County Commingled Pool

Allocation by Security Types

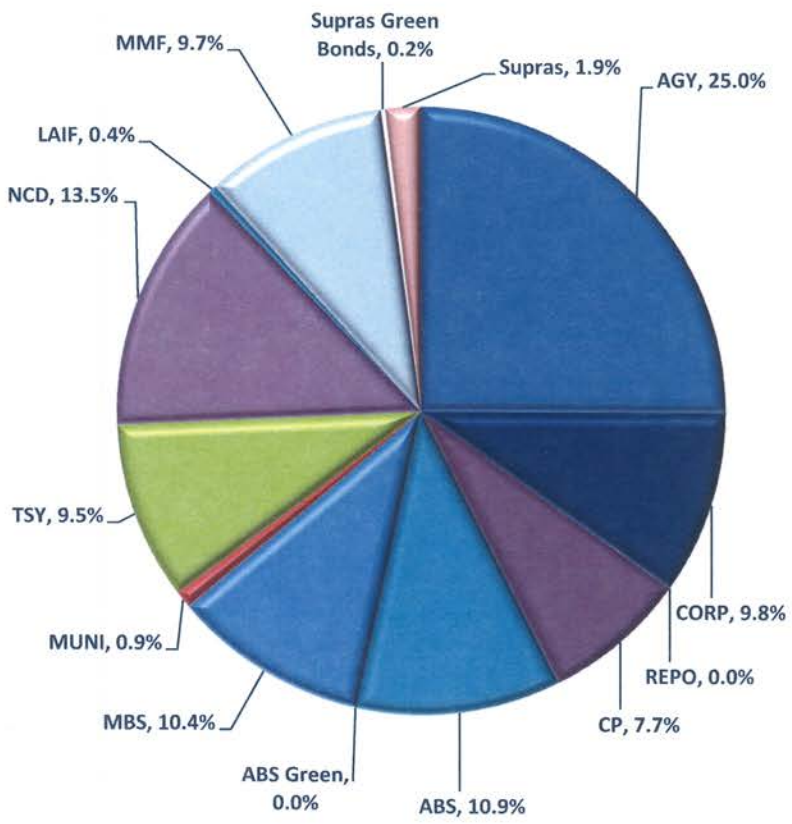
For the Month Ended May 31, 2022

Average Daily Balance	**$ 11,712,959,337.59**
Book Yield	**1.092%**
Weighted Average Maturity	**721 Days**

Investment Type	Par Value (Millions)	Book Value* (Millions)	Value (Millions)
Federal Agencies	$ 2,737.67	$ 2,725.43	$ 2,634.65
Corporate Bonds	1,057.45	1,059.46	1,029.27
Repurchase Agreements	-	-	-
Commercial Paper	813.96	812.58	811.99
Asset-Backed Securities	1,172.37	1,172.28	1,148.68
Asset-Backed Sec Green Bds	-	-	-
Mortgage Backed Securities	1,112.12	1,128.37	1,093.66
Municipal Securities	95.38	97.29	94.47
U.S. Treasuries	1,040.00	1,040.52	999.20
Negotiable CDs	1,424.90	1,424.90	1,421.72
LAIF	43.25	43.25	43.25
Money Market Funds	1,020.43	1,020.43	1,020.43
Supranationals Green Bonds	25.00	24.49	23.17
Supranationals	201.75	201.81	199.20
Total	**$ 10,744.26**	**$ 10,750.81**	**$ 10,519.68**

*Represents Amortized Book Value

Asset Allocation By Market Value



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SANTA CLARA COUNTY INVESTMENTS
Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Negotiable CDs											
05966DC67	41257	Banco Santander NY	07/28/2021	50,000,000.00	50,000,000.00	49,968,084.00	0.190	0.190	0.192	07/15/2022	14
05966DD58	41480	Banco Santander NY	10/29/2021	50,000,000.00	50,000,000.00	49,942,750.00	0.270	0.270	0.273	07/29/2022	28
06367CK89	41316	BANK OF MONTREAL CHICAGO	08/24/2021	64,899,999.47	64,900,000.00	64,750,405.50	0.200	0.200	0.202	08/19/2022	49
06367CKP1	41335	BANK OF MONTREAL CHICAGO	08/31/2021	50,000,000.00	50,000,000.00	49,741,200.00	0.200	0.200	0.202	09/30/2022	91
05586FUU9	41492	BNP PARIBAS NY BRANCH	11/03/2021	50,000,000.00	50,000,000.00	49,925,000.00	0.210	0.210	0.212	08/05/2022	35
06417MTS4	41607	BANK OF NOVA SCOTIA HOUSTON	11/30/2021	50,000,000.00	50,000,000.00	49,872,400.00	0.300	0.300	0.304	08/26/2022	56
22535C5N7	41497	Credit Agricole CIB NY	11/04/2021	50,000,000.00	50,000,000.00	49,750,850.00	0.240	0.240	0.243	09/30/2022	91
13606CVB7	41281	CANADIAN IMP BK	08/05/2021	50,000,000.00	50,000,000.00	49,860,050.00	0.200	0.200	0.202	09/01/2022	62
13606CVT8	41303	CANADIAN IMP BK	08/18/2021	50,000,000.00	50,000,000.00	49,863,100.00	0.200	0.200	0.202	08/31/2022	61
22536U2X7	41789	Credit Indust et Comml NY	01/28/2022	75,000,000.00	75,000,000.00	74,940,375.00	0.570	0.570	0.577	07/28/2022	27
22552G4K3	41338	Credit Suisse NY	09/01/2021	50,000,000.00	50,000,000.00	49,939,350.00	0.210	0.210	0.212	07/29/2022	28
21684XSN7	41269	RABOBANK	07/30/2021	50,000,000.00	50,000,000.00	49,942,450.00	0.170	0.170	0.172	07/29/2022	28
21684XTP1	41470	RABOBANK	10/26/2021	50,000,000.00	50,000,000.00	49,688,900.00	0.280	0.280	0.283	10/21/2022	112
78012UR31	41271	ROYAL BANK OF CANADA	07/30/2021	50,000,000.00	50,000,000.00	49,940,850.00	0.190	0.190	0.192	07/29/2022	28
78012UU94	41416	ROYAL BANK OF CANADA	09/30/2021	50,000,000.00	50,000,000.00	49,841,750.00	0.180	0.180	0.182	08/31/2022	61
83369X4S4	41272	SOCIETE GENERALE	07/30/2021	50,000,000.00	50,000,000.00	49,940,450.00	0.190	0.190	0.192	07/29/2022	28
83369XB72	41794	SOCIETE GENERALE	01/28/2022	70,000,000.00	70,000,000.00	69,611,710.00	0.700	0.700	0.709	10/28/2022	119
86565FBY7	41482	Sumitomo Mitsui Bank NY	10/29/2021	50,000,000.00	50,000,000.00	49,972,200.00	0.270	0.270	0.273	07/15/2022	14
86959RVF4	41606	Svenska Handelsbanken NY	11/29/2021	50,000,420.22	50,000,000.00	49,859,750.00	0.315	0.305	0.309	08/31/2022	61
87019V2V8	41315	SWEDBANK (NY)	08/23/2021	50,000,000.00	50,000,000.00	49,943,250.00	0.190	0.190	0.192	07/29/2022	28
89114WDX0	41264	TORONTO DOMINION BANK	07/28/2021	50,000,000.00	50,000,000.00	49,940,500.00	0.190	0.190	0.192	07/29/2022	28
89114WF59	41325	TORONTO DOMINION BANK	08/26/2021	70,000,000.00	70,000,000.00	69,916,140.00	0.180	0.180	0.182	07/29/2022	28
90275DNC0	40953	UBS AG STAMFORD CT	02/18/2021	45,000,000.00	45,000,000.00	44,896,365.00	0.250	0.250	0.253	08/16/2022	46
		Subtotal and Average		**1,224,900,419.69**	**1,224,900,000.00**	**1,222,047,879.50**		**0.268**	**0.271**		**49**
Mortgage Backed Securities (MBS)											
3133LJAN1	41524	FHLMC Single Family Pool	11/16/2021	14,787,432.07	14,542,035.23	13,843,367.80	1.500	0.932	0.945	11/01/2031	3,410
3133LPUA3	41675	FHLMC Single Family Pool	12/16/2021	20,833,653.26	20,608,250.52	19,515,656.10	1.500	1.127	1.142	01/01/2032	3,471
3137AYCE9	38387	FHLMC Multi-Family	01/12/2018	18,735,032.09	18,589,107.60	18,584,536.54	2.682	2.443	2.477	10/25/2022	116
3137AYCE9	38391	FHLMC Multi-Family	01/16/2018	7,022,108.01	6,970,915.35	6,969,201.20	2.682	2.454	2.488	10/25/2022	116
3137AWQH1	38465	FHLMC Multi-Family	02/22/2018	4,189,827.48	4,281,477.86	4,277,741.41	2.307	3.155	3.198	08/25/2022	55

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Fund COMM - COMMINGLED POOL
Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137B36J2	38643	FHLMC Multi-Family	03/20/2018	19,467,363.44	19,136,952.00	19,127,096.47	3.320	2.880	2.920	02/25/2023	239
3137AYCE9	38666	FHLMC Multi-Family	04/17/2018	10,797,054.74	10,916,453.45	10,913,769.09	2.682	2.879	2.919	10/25/2022	116
3137AYCE9	38744	FHLMC Multi-Family	06/05/2018	18,392,324.47	18,589,107.60	18,584,536.54	2.682	2.877	2.917	10/25/2022	116
3137B4WB8	38854	FHLMC Multi-Family	09/12/2018	4,768,285.16	4,775,000.00	4,768,842.64	3.060	2.968	3.009	07/25/2023	389
3137B5JM6	38864	FHLMC Multi-Family	09/25/2018	10,135,937.50	10,000,000.00	10,019,975.00	3.531	3.145	3.189	07/25/2023	389
3137B3NA2	38945	FHLMC Multi-Family	11/02/2018	10,321,500.80	10,321,500.80	10,317,833.57	3.250	3.173	3.217	04/25/2023	298
3137B5KW2	39026	FHLMC Multi-Family	12/03/2018	10,077,160.84	9,985,110.60	9,987,446.12	3.458	3.164	3.208	08/25/2023	420
3137B04Y7	39295	FHLMC Multi-Family	03/11/2019	26,755,312.50	27,000,000.00	26,925,096.60	2.615	2.792	2.831	01/25/2023	208
3137BP4J5	39654	FHLMC Multi-Family	07/01/2019	14,044,139.29	13,852,050.34	13,655,775.10	2.446	1.911	1.938	03/25/2026	1,363
3137BUWM6	40385	FHLMC Multi-Family	03/16/2020	4,404,366.52	4,221,016.13	4,210,063.86	2.932	1.185	1.202	01/25/2023	208
3137BHCY1	40390	FHLMC Multi-Family	03/17/2020	9,493,327.68	8,872,268.86	8,742,156.15	2.811	1.026	1.040	01/25/2025	939
3137BSP64	40526	FHLMC Multi-Family	07/01/2020	14,654,529.96	13,878,217.18	13,570,582.90	2.340	0.651	0.661	07/25/2026	1,485
3137BKGH7	40539	FHLMC Multi-Family	07/28/2020	3,557,977.43	3,401,711.32	3,393,441.76	2.712	0.472	0.479	07/25/2025	1,120
3137FUZN7	40540	FHLMC Multi-Family	07/30/2020	2,182,618.97	2,182,660.44	2,107,447.93	0.526	0.509	0.517	01/25/2025	939
3138LJWY2	40630	FHLMC Multi-Family	10/02/2020	14,158,005.28	12,910,820.06	12,737,529.10	2.800	0.541	0.549	10/01/2025	1,188
3137BYLE8	40638	FHLMC Multi-Family	10/08/2020	7,231,875.00	6,650,000.00	6,495,694.73	2.700	0.875	0.888	10/25/2025	1,212
3137F72W4	40784	FHLMC Multi-Family	11/30/2020	4,961,434.03	4,961,434.03	4,947,188.26	1.053	0.394	0.400	09/25/2029	2,643
3132XFFH6	40812	FHLMC Multi-Family	12/09/2020	45,330,468.75	45,000,000.00	41,521,365.45	0.770	0.609	0.618	10/01/2025	1,188
3137FATE8	40976	FHLMC Multi-Family	03/01/2021	32,412,890.63	30,000,000.00	29,677,449.00	2.982	0.410	0.415	08/25/2024	786
3137FF3W5	40983	FHLMC Multi-Family	03/04/2021	4,113,463.29	4,113,545.56	3,794,210.20	0.602	0.585	0.593	09/25/2027	1,912
3137BVYN0	41026	FHLMC Multi-Family	03/29/2021	9,445,401.86	8,969,260.25	8,910,501.73	3.035	0.424	0.430	08/25/2024	786
3137BYLE8	41131	FHLMC Multi-Family	05/13/2021	5,406,445.31	5,000,000.00	4,883,981.00	2.700	0.775	0.786	10/25/2025	1,212
3137FYZG4	41133	FHLMC Multi-Family	05/13/2021	6,989,315.19	6,989,496.92	6,409,810.41	0.861	0.838	0.850	06/25/2027	1,820
3137FPJ55	41164	FHLMC Multi-Family	06/07/2021	22,276,237.50	20,680,000.00	20,186,159.53	2.606	0.821	0.832	07/25/2027	1,850
3137FBAB2	41192	FHLMC Multi-Family	06/17/2021	10,837,500.00	10,000,000.00	9,948,991.00	3.038	0.705	0.715	08/25/2027	1,881
3137H14A1	41222	FHLMC Multi-Family	06/30/2021	19,306,615.05	19,306,904.65	17,810,532.66	0.854	0.831	0.842	01/25/2028	2,034
3132XFD47	41319	FHLMC Multi-Family	08/24/2021	15,703,125.00	15,000,000.00	14,550,555.30	2.100	0.624	0.633	11/01/2026	1,584
3137FQ3Y7	41791	FHLMC Multi-Family	01/28/2022	19,935,187.55	19,527,848.83	18,576,233.32	2.190	1.684	1.708	07/25/2029	2,581
3137BEVH4	41803	FHLMC Multi-Family	02/02/2022	13,388,093.75	12,850,000.00	12,790,023.91	3.241	1.264	1.281	09/25/2024	817
3137H6LT0	41892	FHLMC Multi-Family	03/08/2022	31,868,340.30	31,869,232.64	30,857,135.92	1.946	1.861	1.887	03/25/2027	1,728
3137H73W1	42046	FHLMC Multi-Family	04/21/2022	21,947,476.69	21,951,098.62	21,615,194.13	2.750	2.598	2.635	04/25/2027	1,759
3137F1G44	42093	FHLMC Multi-Family	04/29/2022	35,324,023.44	35,000,000.00	34,658,746.50	3.243	2.629	2.665	04/25/2027	1,759

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Fund COMM - COMMINGLED POOL
Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137BXQY1	42099	FHLMC Multi-Family	05/02/2022	40,300,000.00	40,000,000.00	39,590,768.00	3.224	2.982	3.023	03/25/2027	1,728
3137F2LJ3	42110	FHLMC Multi-Family	05/03/2022	34,967,187.50	35,000,000.00	34,442,054.50	3.117	3.069	3.112	06/25/2027	1,820
3137F1G44	42150	FHLMC Multi-Family	05/11/2022	19,956,250.00	20,000,000.00	19,804,998.00	3.243	3.220	3.265	04/25/2027	1,759
3137F4CY6	42187	FHLMC Multi-Family	05/19/2022	24,902,308.68	24,939,328.00	24,754,003.85	2.920	2.876	2.916	09/25/2024	817
3137FMD25	42205	FHLMC Multi-Family	05/24/2022	19,784,218.75	19,940,000.00	19,646,568.94	2.875	3.023	3.065	04/25/2026	1,394
3138LDYK3	42111	FNMA NOTES	05/03/2022	38,956,148.57	39,725,836.65	38,680,825.08	2.550	3.035	3.077	07/01/2026	1,461
3138LGKH8	39319	FNMA Multi-Family	03/19/2019	24,609,375.00	25,000,000.00	24,867,606.25	2.470	2.794	2.833	01/01/2024	549
3138EKX67	39457	FNMA Multi-Family	04/18/2019	2,869,205.05	2,880,795.75	2,881,997.30	2.513	2.578	2.614	03/01/2023	243
3138LEYD7	39587	FNMA Multi-Family	05/30/2019	17,436,802.18	17,753,028.00	17,556,059.40	1.970	2.656	2.693	11/01/2023	488
3138L2BU0	39632	FNMA Multi-Family	06/24/2019	6,356,353.34	6,364,308.72	6,356,740.73	2.310	2.315	2.347	12/01/2022	153
3138L0U90	39734	FNMA Multi-Family	08/13/2019	5,085,937.50	5,000,000.00	4,995,640.20	2.590	1.983	2.011	09/01/2022	62
3136A9MN5	40056	FNMA Multi-Family	11/19/2019	1,295,023.16	1,282,201.15	1,281,110.51	2.301	1.834	1.859	09/25/2022	86
3136AXVB8	40511	FNMA Multi-Family	06/17/2020	16,798,790.46	15,690,639.07	15,487,404.50	2.639	0.680	0.690	07/25/2024	755
3138L7CU8	40541	FNMA Multi-Family	07/31/2020	20,594,017.88	19,079,576.49	18,868,307.00	2.950	0.530	0.537	07/01/2024	731
3136AY6S7	40743	FNMA Multi-Family	11/12/2020	19,121,281.49	17,839,096.43	17,558,307.27	2.661	0.374	0.380	11/25/2024	878
3138LEC33	40905	FNMA Multi-Family	01/22/2021	10,674,276.23	9,843,003.80	9,495,892.63	2.380	0.600	0.609	07/01/2026	1,461
3140HWXG2	41200	FNMA Multi-Family	06/22/2021	5,067,204.59	4,778,972.80	4,616,872.62	2.470	0.651	0.660	12/01/2026	1,614
3136AUG21	41228	FNMA Multi-Family	07/07/2021	21,836,125.91	20,479,367.80	19,612,541.70	2.495	0.927	0.940	10/25/2026	1,577
3138LNKZ3	41491	FNMA Multi-Family	11/02/2021	2,732,075.48	2,617,557.35	2,626,908.65	3.440	0.628	0.637	06/01/2025	1,066
3138LDLP6	41854	FNMA Multi-Family	02/23/2022	11,085,951.98	10,776,138.01	10,554,488.37	2.750	1.876	1.902	04/01/2026	1,370
3138LCT54	42039	FNMA Multi-Family	04/20/2022	35,196,875.00	35,000,000.00	34,734,680.05	3.100	2.909	2.949	01/01/2026	1,280
3138LFUJ5	42112	FNMA Multi-Family	05/03/2022	19,493,750.00	20,000,000.00	19,730,014.80	2.470	3.050	3.093	10/01/2026	1,553
3136AK2F9	42120	FNMA Multi-Family	05/04/2022	39,899,068.24	39,811,979.54	39,625,082.20	3.398	3.195	3.240	08/25/2026	1,516
3138LD5W9	42133	FNMA Multi-Family	05/06/2022	14,643,750.00	15,000,000.00	14,856,875.25	2.625	3.170	3.214	06/01/2026	1,431
3138LD5W9	42137	FNMA Multi-Family	05/09/2022	14,622,656.25	15,000,000.00	14,856,875.25	2.625	3.208	3.253	06/01/2026	1,431
3138LEC82	42151	FNMA Multi-Family	05/11/2022	19,509,375.00	20,000,000.00	19,432,965.80	2.570	3.165	3.209	07/01/2026	1,461
3140HV6S8	42188	FNMA Multi-Family	05/19/2022	28,959,375.00	30,000,000.00	28,703,781.90	2.190	2.988	3.030	11/01/2026	1,584
3138LD5W9	42234	FNMA Multi-Family	06/01/2022	7,880,625.00	8,000,000.00	7,923,666.80	2.625	3.296	3.342	06/01/2026	1,431
3140QMQJ6	41525	FNMA Single Family Pool	11/16/2021	13,713,504.69	13,552,567.95	12,888,023.47	1.500	1.092	1.107	11/01/2031	3,410
3140XDHF6	41526	FNMA Single Family Pool	11/16/2021	24,204,214.81	23,780,622.47	22,638,180.44	1.500	0.899	0.911	09/01/2031	3,349
31418EAD2	41676	FNMA Single Family Pool	12/16/2021	18,661,725.01	18,419,963.00	17,516,056.00	1.500	1.055	1.070	12/01/2031	3,440
		Subtotal and Average		**1,126,469,303.58**	**1,110,458,459.82**	**1,086,471,166.39**		**2.010**	**2.038**		**1,402**

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133EJPX1	38718	FFCB NOTES	05/21/2018	4,997,728.18	5,000,000.00	5,009,747.80	2.875	3.253	3.299	12/21/2022	173
3133EJZH5	38878	FFCB NOTES	10/05/2018	13,993,737.32	14,000,000.00	14,028,428.82	2.800	2.997	3.038	09/13/2022	74
3133EJY60	39105	FFCB NOTES	12/24/2018	12,517,059.48	12,500,000.00	12,539,985.38	3.020	2.765	2.803	03/03/2023	245
3133EJ5V7	39165	FFCB NOTES	01/18/2019	14,871,011.43	14,875,000.00	14,896,416.43	2.625	2.640	2.676	01/18/2023	201
3133EKLA2	39565	FFCB NOTES	05/22/2019	9,591,660.08	9,590,000.00	9,550,051.03	2.300	2.247	2.279	05/15/2023	318
3133EKSN7	39639	FFCB NOTES	06/26/2019	9,989,966.32	10,000,000.00	9,881,302.80	1.770	1.850	1.876	06/26/2023	360
3133ELCS1	40135	FFCB NOTES	12/11/2019	14,429,260.00	14,450,000.00	14,152,768.99	1.550	1.615	1.638	03/11/2024	619
3133ELAE4	40136	FFCB NOTES	12/11/2019	19,998,424.30	20,000,000.00	19,994,509.80	1.625	1.659	1.682	08/22/2022	52
3133ELT95	40531	FFCB NOTES	07/15/2020	7,999,949.19	8,000,000.00	7,996,601.52	0.200	0.216	0.219	07/13/2022	12
3133EJVC0	40535	FFCB NOTES	07/22/2020	15,799,549.41	15,000,000.00	15,023,986.35	2.950	0.342	0.347	07/24/2024	754
3133ELVQ4	40585	FFCB NOTES	09/11/2020	15,210,073.17	15,000,000.00	14,175,741.45	0.950	0.429	0.435	04/01/2025	1,005
3133EMTW2	41015	FFCB NOTES	03/24/2021	16,392,839.58	16,400,000.00	15,719,383.11	0.300	0.321	0.325	03/18/2024	626
3133EMVP4	41058	FFCB NOTES	04/13/2021	34,981,905.00	35,000,000.00	34,282,214.40	0.125	0.188	0.191	04/13/2023	286
3133ELG99	41327	FFCB NOTES	08/27/2021	7,817,474.43	7,825,000.00	7,463,726.48	0.375	0.419	0.424	06/10/2024	710
3133EM4X7	41408	FFCB NOTES	09/29/2021	12,684,763.60	12,796,000.00	11,661,588.79	0.800	0.999	1.013	09/10/2026	1,532
3133ENEJ5	41536	FFCB NOTES	11/18/2021	24,977,186.34	25,000,000.00	23,775,827.25	0.875	0.901	0.913	11/18/2024	871
3133ENKS8	41747	FFCB NOTES	01/11/2022	12,476,322.67	12,500,000.00	11,942,686.25	1.125	1.185	1.201	01/06/2025	920
3133ENNB2	41818	FFCB NOTES	02/08/2022	3,968,881.66	4,000,000.00	3,750,701.56	1.625	1.778	1.803	02/03/2027	1,678
3133ENNY2	41842	FFCB NOTES	02/17/2022	29,938,781.25	30,000,000.00	28,670,274.60	1.750	1.783	1.808	02/17/2026	1,327
3133ENPX2	41860	FFCB NOTES	02/24/2022	19,953,249.60	20,000,000.00	19,264,570.00	1.800	1.851	1.877	08/22/2025	1,148
3133ENRZ5	41914	FFCB NOTES	03/17/2022	14,939,542.22	15,000,000.00	14,575,614.30	1.950	2.075	2.104	03/17/2025	990
3133ENUD0	42079	FFCB NOTES	04/28/2022	19,885,706.20	20,000,000.00	19,676,147.60	2.640	2.762	2.800	04/08/2026	1,377
3133ENZG8	42304	FFCB NOTES	06/21/2022	19,961,797.37	20,000,000.00	20,202,501.20	3.375	3.396	3.443	06/20/2025	1,085
3130AFE78	39016	FHLB NOTES	11/29/2018	14,349,233.81	14,350,000.00	14,392,975.24	3.000	2.970	3.012	12/09/2022	161
3130A0F70	39069	FHLB NOTES	12/14/2018	10,059,970.85	10,000,000.00	10,056,784.30	3.375	2.883	2.923	12/08/2023	525
3130A0F70	39106	FHLB NOTES	12/24/2018	3,525,996.35	3,500,000.00	3,519,874.51	3.375	2.778	2.817	12/08/2023	525
3130AB3H7	39362	FHLB NOTES	03/29/2019	14,273,775.87	14,250,000.00	14,094,078.35	2.375	2.238	2.269	03/08/2024	616
3133834G3	39559	FHLB NOTES	05/21/2019	9,990,031.55	10,000,000.00	9,918,481.60	2.125	2.205	2.236	06/09/2023	343
3133834G3	39592	FHLB NOTES	06/03/2019	9,997,358.64	10,000,000.00	9,918,481.60	2.125	2.124	2.154	06/09/2023	343
3133834G3	39665	FHLB NOTES	07/08/2019	21,543,888.99	21,505,000.00	21,329,694.68	2.125	1.897	1.923	06/09/2023	343
3130A2UW4	39852	FHLB NOTES	09/16/2019	10,224,994.99	10,000,000.00	9,967,360.10	2.875	1.776	1.801	09/13/2024	805
3130A3DL5	39936	FHLB NOTES	10/16/2019	10,023,646.38	9,940,000.00	9,881,802.10	2.375	1.617	1.639	09/08/2023	434

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3130A2UW4	39985	FHLB NOTES	10/29/2019	30,700,743.90	30,000,000.00	29,902,080.30	2.875	1.737	1.762	09/13/2024	805
3130A2UW4	40501	FHLB NOTES	05/14/2020	5,260,283.00	5,000,000.00	4,983,680.05	2.875	0.474	0.481	09/13/2024	805
3130AJ7E3	40597	FHLB NOTES	09/17/2020	20,148,328.74	20,000,000.00	19,835,559.40	1.375	0.187	0.190	02/17/2023	231
3130AMRY0	41160	FHLB NOTES	06/04/2021	19,991,517.55	20,000,000.00	19,489,351.80	0.125	0.168	0.171	06/02/2023	336
3130AN4T4	41376	FHLB NOTES	09/17/2021	10,027,419.88	10,000,000.00	9,189,060.50	0.875	0.793	0.804	06/12/2026	1,442
3130ANYM6	41475	FHLB NOTES	10/27/2021	24,907,736.38	25,000,000.00	24,259,771.50	0.125	0.439	0.445	08/28/2023	423
3130A8ZQ9	41509	FHLB NOTES	11/09/2021	20,483,869.41	20,000,000.00	19,212,255.00	1.750	0.963	0.977	09/12/2025	1,169
3130AQF40	41694	FHLB NOTES	12/22/2021	14,993,814.94	15,000,000.00	14,259,727.95	1.000	1.003	1.017	12/20/2024	903
3130ARHG9	41941	FHLB NOTES	03/25/2022	24,975,448.05	25,000,000.00	24,677,495.50	2.125	2.156	2.186	02/28/2024	607
3137EAEP0	40331	FHLMC NOTES	02/14/2020	24,989,925.33	25,000,000.00	24,051,553.00	1.500	1.497	1.517	02/12/2025	957
3137EAEV7	40554	FHLMC NOTES	08/26/2020	14,994,368.18	15,000,000.00	14,554,199.10	0.250	0.279	0.282	08/24/2023	419
3137EAEW5	40571	FHLMC NOTES	09/04/2020	34,995,450.32	35,000,000.00	33,933,335.10	0.250	0.257	0.261	09/08/2023	434
3137EAEW5	40576	FHLMC NOTES	09/08/2020	19,996,441.67	20,000,000.00	19,390,477.20	0.250	0.261	0.265	09/08/2023	434
3137EAEX3	40612	FHLMC NOTES	09/25/2020	9,980,547.16	10,000,000.00	9,179,451.90	0.375	0.430	0.435	09/23/2025	1,180
3137EAEV7	40620	FHLMC NOTES	09/28/2020	25,006,810.95	25,000,000.00	24,256,998.50	0.250	0.223	0.226	08/24/2023	419
3137EAEV7	40815	FHLMC NOTES	12/09/2020	20,004,066.46	20,000,000.00	19,405,598.80	0.250	0.229	0.232	08/24/2023	419
3135G0T78	38163	FNMA NOTES	11/22/2017	4,997,790.76	5,000,000.00	4,997,661.65	2.000	2.149	2.179	10/05/2022	96
3135G0V75	40044	FNMA NOTES	11/14/2019	25,004,970.92	25,000,000.00	24,455,418.75	1.750	1.715	1.739	07/02/2024	732
3135G0X24	40233	FNMA NOTES	01/10/2020	14,975,875.29	15,000,000.00	14,495,597.85	1.625	1.668	1.691	01/07/2025	921
3135G03U5	40489	FNMA NOTES	04/30/2020	7,010,425.94	7,000,000.00	6,551,738.97	0.625	0.563	0.571	04/22/2025	1,026
3135G04Z3	40514	FNMA NOTES	06/19/2020	19,975,454.73	20,000,000.00	18,570,194.20	0.500	0.534	0.542	06/17/2025	1,082
3135G05X7	40555	FNMA NOTES	08/27/2020	29,911,449.61	30,000,000.00	27,581,167.20	0.375	0.463	0.469	08/25/2025	1,151
3135G04Z3	40635	FNMA NOTES	10/06/2020	15,028,462.39	15,000,000.00	13,927,645.65	0.500	0.429	0.435	06/17/2025	1,082
3135G06H1	40774	FNMA NOTES	11/25/2020	44,976,009.43	45,000,000.00	43,385,337.45	0.250	0.284	0.288	11/27/2023	514
3135G05G4	40832	FNMA NOTES	12/11/2020	25,006,851.72	25,000,000.00	24,337,986.00	0.250	0.220	0.223	07/10/2023	374
3135G05G4	40867	FNMA NOTES	12/23/2020	15,011,951.25	15,000,000.00	14,602,791.60	0.250	0.169	0.172	07/10/2023	374
3135G05X7	40971	FNMA NOTES	02/26/2021	14,851,753.49	15,000,000.00	13,790,583.60	0.375	0.684	0.694	08/25/2025	1,151
3135G05X7	40998	FNMA NOTES	03/15/2021	14,822,351.81	15,000,000.00	13,790,583.60	0.375	0.747	0.758	08/25/2025	1,151
3135G06G3	41005	FNMA NOTES	03/19/2021	9,893,932.73	10,000,000.00	9,191,032.80	0.500	0.812	0.823	11/07/2025	1,225
3135G05X7	41006	FNMA NOTES	03/19/2021	14,812,207.89	15,000,000.00	13,790,583.60	0.375	0.769	0.780	08/25/2025	1,151
3135G04Z3	41094	FNMA NOTES	04/23/2021	23,611,672.06	23,703,000.00	22,008,465.66	0.500	0.623	0.632	06/17/2025	1,082
3135G05X7	41537	FNMA NOTES	11/18/2021	24,454,936.26	25,000,000.00	22,984,306.00	0.375	1.068	1.083	08/25/2025	1,151

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3135G05X7	41559	FNMA NOTES	11/26/2021	9,742,181.02	10,000,000.00	9,193,722.40	0.375	1.198	1.214	08/25/2025	1,151
3135G05X7	42344	FNMA NOTES	06/30/2022	9,157,842.64	10,000,000.00	9,193,722.40	0.375	3.163	3.207	08/25/2025	1,151
880591EW8	40799	TENNESSEE VALLEY AUTHORITY	12/03/2020	19,213,508.08	19,075,000.00	17,858,071.46	0.750	0.487	0.494	05/15/2025	1,049
		Subtotal and Average		**1,125,282,166.17**	**1,125,259,000.00**	**1,086,601,514.83**		**1.153**	**1.169**		**728**
Federal Agency Bonds - CALLABLE											
3133ELVX9	40445	FFCB NOTES	04/08/2020	15,000,000.00	15,000,000.00	14,457,182.40	0.875	0.863	0.875	04/08/2024	647
3133EL5S9	40568	FFCB NOTES	09/03/2020	20,000,000.00	20,000,000.00	18,854,157.20	0.480	0.473	0.480	09/03/2024	795
3133EL6E9	40581	FFCB NOTES	09/09/2020	15,000,000.00	15,000,000.00	14,226,839.40	0.420	0.414	0.420	09/09/2024	801
3133EMBE1	40720	FFCB NOTES	11/04/2020	14,435,936.04	14,450,000.00	13,806,638.32	0.300	0.351	0.356	03/28/2024	636
3133EMHE5	40831	FFCB NOTES	12/11/2020	15,218,880.50	15,220,000.00	15,078,219.00	0.170	0.185	0.187	11/30/2022	152
3133EMLE0	40864	FFCB NOTES	12/22/2020	20,000,000.00	20,000,000.00	19,337,028.20	0.190	0.187	0.190	09/22/2023	448
3133EMLP5	40870	FFCB NOTES	12/24/2020	15,000,000.00	15,000,000.00	13,980,605.85	0.320	0.315	0.320	12/23/2024	906
3133EMVS8	41063	FFCB NOTES	04/14/2021	40,000,000.00	40,000,000.00	37,492,700.00	0.690	0.680	0.690	04/14/2025	1,018
3133ENJC5	41695	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,067,439.92	1.290	1.272	1.290	12/22/2026	1,635
3133ENJC5	41696	FFCB NOTES	12/22/2021	12,000,000.00	12,000,000.00	11,067,439.92	1.290	1.272	1.290	12/22/2026	1,635
3133ENQD5	41869	FFCB NOTES	03/01/2022	7,000,000.00	7,000,000.00	6,718,655.65	2.170	2.140	2.170	03/01/2027	1,704
3133ENQD5	41870	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,598,079.50	2.170	2.140	2.170	03/01/2027	1,704
3133ENQD5	41871	FFCB NOTES	03/01/2022	10,000,000.00	10,000,000.00	9,598,079.50	2.170	2.140	2.170	03/01/2027	1,704
3130AJLA5	40502	FHLB NOTES	05/19/2020	5,000,000.00	5,000,000.00	4,692,008.00	0.750	0.739	0.750	05/19/2025	1,053
3130ALDL5	40968	FHLB NOTES	02/25/2021	35,000,000.00	35,000,000.00	32,283,295.45	0.625	0.616	0.625	02/25/2026	1,335
3130ALMM3	41031	FHLB NOTES	03/30/2021	9,200,000.00	9,200,000.00	8,560,777.10	1.000	0.986	1.000	03/30/2026	1,368
3130ALCV4	41057	FHLB NOTES	04/13/2021	14,895,844.83	15,000,000.00	13,700,373.90	0.750	0.932	0.945	02/24/2026	1,334
3130ALZ31	41110	FHLB NOTES	04/28/2021	35,000,000.00	35,000,000.00	33,212,520.60	0.625	0.616	0.625	10/28/2024	850
3130AM4N9	41113	FHLB NOTES	04/29/2021	15,000,000.00	15,000,000.00	13,969,441.50	1.000	0.986	1.000	04/29/2026	1,398
3130ANA42	41260	FHLB NOTES	07/28/2021	11,995,480.00	12,000,000.00	11,226,174.48	0.650	0.654	0.663	04/28/2025	1,032
3130ALEY6	41278	FHLB NOTES	08/04/2021	24,722,068.41	24,730,000.00	22,611,606.19	0.800	0.797	0.808	03/04/2026	1,342
3130ANWF3	41332	FHLB NOTES	08/30/2021	45,000,000.00	45,000,000.00	41,078,243.25	0.970	0.956	0.970	08/25/2026	1,516
3130ANVR8	41365	FHLB NOTES	09/14/2021	24,000,000.00	24,000,000.00	22,260,076.80	1.000	0.986	1.000	08/14/2026	1,505
3130AKZ25	41640	FHLB NOTES	12/08/2021	17,904,632.00	18,300,000.00	16,703,148.95	0.650	1.241	1.259	02/26/2026	1,336
3130ANMH0	41652	FHLB NOTES	12/13/2021	24,735,210.43	25,000,000.00	22,919,186.00	1.100	1.346	1.365	08/20/2026	1,511
3130AQDY6	41716	FHLB NOTES	12/30/2021	16,040,000.00	16,040,000.00	15,338,175.57	1.000	0.986	1.000	12/30/2024	913

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3130AMU67	41933	FHLB NOTES	03/23/2022	14,435,725.40	15,000,000.00	14,255,643.75	0.400	2.318	2.350	06/28/2024	728
3130AMU67	41934	FHLB NOTES	03/23/2022	14,438,100.74	15,000,000.00	14,255,643.75	0.400	2.309	2.341	06/28/2024	728
3130ARFG1	41954	FHLB NOTES	03/30/2022	20,000,000.00	20,000,000.00	19,302,576.40	2.400	2.367	2.400	03/25/2027	1,728
3130AKYH3	41960	FHLB NOTES	03/31/2022	18,113,547.69	19,655,000.00	17,538,089.67	0.830	2.618	2.655	02/10/2027	1,685
3130ARJT9	41995	FHLB NOTES	04/12/2022	25,000,000.00	25,000,000.00	24,648,991.00	2.910	2.870	2.910	04/12/2027	1,746
3130ARN23	42077	FHLB NOTES	04/28/2022	25,000,000.00	25,000,000.00	24,725,959.50	3.200	3.156	3.200	04/28/2027	1,762
3130ARPR6	42089	FHLB NOTES	04/29/2022	35,000,000.00	35,000,000.00	34,759,852.75	3.100	3.057	3.100	04/29/2027	1,763
3130ARQ87	42090	FHLB NOTES	04/29/2022	15,000,000.00	15,000,000.00	14,722,450.05	3.000	2.958	3.000	04/29/2026	1,398
3130ARQ87	42091	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,537,416.75	3.000	2.958	3.000	04/29/2026	1,398
3130ARQ87	42092	FHLB NOTES	04/29/2022	25,000,000.00	25,000,000.00	24,537,416.75	3.000	2.958	3.000	04/29/2026	1,398
3130ARUR0	42143	FHLB NOTES	05/10/2022	25,000,000.00	25,000,000.00	24,800,205.25	3.200	3.156	3.200	05/10/2027	1,774
3130ARUR0	42144	FHLB NOTES	05/10/2022	4,195,919.00	4,200,000.00	4,166,434.48	3.200	3.177	3.221	05/10/2027	1,774
3130ARUZ2	42166	FHLB NOTES	05/13/2022	10,000,000.00	10,000,000.00	9,926,813.10	3.100	3.057	3.100	05/13/2026	1,412
3130ANMH0	42245	FHLB NOTES	06/03/2022	9,413,886.10	10,215,000.00	9,364,779.40	1.100	3.095	3.138	08/20/2026	1,511
3130AS6Q7	42256	FHLB NOTES	06/07/2022	30,000,000.00	30,000,000.00	29,867,822.70	3.250	3.205	3.250	06/07/2027	1,802
3134GVVX3	40506	FHLMC NOTES	05/28/2020	6,000,000.00	6,000,000.00	5,584,958.28	0.750	0.739	0.750	05/28/2025	1,062
3134GVYX0	40508	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,546,445.50	0.500	0.493	0.500	06/03/2024	703
3134GVYX0	40509	FHLMC NOTES	06/03/2020	10,000,000.00	10,000,000.00	9,546,445.50	0.500	0.493	0.500	06/03/2024	703
3134GWUD6	40625	FHLMC NOTES	09/30/2020	15,000,000.00	15,000,000.00	14,072,197.05	0.400	0.394	0.400	12/30/2024	913
3134GWWR3	40626	FHLMC NOTES	09/30/2020	24,500,000.00	24,500,000.00	22,515,942.47	0.520	0.512	0.520	09/30/2025	1,187
3134GWZR0	40657	FHLMC NOTES	10/21/2020	8,766,208.80	8,770,000.00	8,268,922.81	0.400	0.413	0.418	10/21/2024	843
3134GW6E1	40706	FHLMC NOTES	11/02/2020	60,000,000.00	60,000,000.00	57,991,773.00	0.320	0.315	0.320	11/02/2023	489
3134GW6E1	40707	FHLMC NOTES	11/02/2020	5,000,000.00	5,000,000.00	4,832,647.75	0.320	0.315	0.320	11/02/2023	489
3134GXBL7	40754	FHLMC NOTES	11/18/2020	13,868,222.31	13,873,000.00	13,385,310.92	0.300	0.320	0.325	11/16/2023	503
3134GXDK7	40783	FHLMC NOTES	11/30/2020	30,000,000.00	30,000,000.00	28,553,364.30	0.325	0.320	0.325	05/30/2024	699
3134GXEX8	40805	FHLMC NOTES	12/07/2020	21,323,032.09	21,325,000.00	20,806,330.36	0.250	0.256	0.260	06/01/2023	335
3134GW5R3	42038	FHLMC NOTES	04/20/2022	34,322,177.71	37,000,000.00	34,074,621.64	0.650	2.919	2.959	10/27/2025	1,214
3134GW5R3	42071	FHLMC NOTES	04/27/2022	14,851,232.51	16,000,000.00	14,734,971.52	0.650	2.899	2.940	10/27/2025	1,214
3134GW6C5	42098	FHLMC NOTES	05/02/2022	18,172,066.58	20,000,000.00	18,030,412.80	0.800	3.036	3.078	10/28/2026	1,580
3134GXHX5	42109	FHLMC NOTES	05/03/2022	13,549,923.95	15,000,000.00	13,519,496.70	0.850	3.145	3.189	12/23/2026	1,636
3136G4XZ1	40522	FNMA NOTES	06/30/2020	15,000,000.00	15,000,000.00	14,017,680.75	0.740	0.729	0.740	06/30/2025	1,095
3136G4XZ1	40523	FNMA NOTES	06/30/2020	5,000,000.00	5,000,000.00	4,672,560.25	0.740	0.729	0.740	06/30/2025	1,095

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds - CALLABLE											
3136G4YU1	40528	FNMA NOTES	07/15/2020	10,000,000.00	10,000,000.00	9,334,255.30	0.730	0.720	0.730	07/15/2025	1,110
3136G4YU1	40529	FNMA NOTES	07/15/2020	5,518,000.00	5,518,000.00	5,150,642.07	0.730	0.720	0.730	07/15/2025	1,110
3136G4A45	40534	FNMA NOTES	07/22/2020	20,000,000.00	20,000,000.00	18,555,704.20	0.710	0.700	0.710	07/22/2025	1,117
3136G4B77	40543	FNMA NOTES	08/04/2020	20,000,000.00	20,000,000.00	18,631,223.40	0.700	0.690	0.700	08/04/2025	1,130
3135G05P4	40546	FNMA NOTES	08/10/2020	24,996,803.36	25,000,000.00	24,279,516.75	0.300	0.307	0.311	08/03/2023	398
3136G4H63	40550	FNMA NOTES	08/19/2020	11,500,000.00	11,500,000.00	10,651,571.40	0.550	0.542	0.550	08/19/2025	1,145
3136G4H63	40551	FNMA NOTES	08/19/2020	10,000,000.00	10,000,000.00	9,262,236.00	0.550	0.542	0.550	08/19/2025	1,145
3136G4H63	40552	FNMA NOTES	08/19/2020	15,000,000.00	15,000,000.00	13,893,354.00	0.550	0.542	0.550	08/19/2025	1,145
3136G4X40	40575	FNMA NOTES	09/08/2020	12,637,994.07	12,640,000.00	11,719,795.49	0.600	0.596	0.605	08/26/2025	1,152
3136G43H4	40592	FNMA NOTES	09/16/2020	11,685,000.00	11,685,000.00	11,045,539.54	0.400	0.394	0.400	09/16/2024	808
3136G43C5	40611	FNMA NOTES	09/24/2020	10,000,000.00	10,000,000.00	9,653,993.40	0.300	0.295	0.300	10/24/2023	480
3136G46K4	40685	FNMA NOTES	10/28/2020	35,000,000.00	35,000,000.00	32,408,065.20	0.500	0.493	0.500	07/28/2025	1,123
3136G46K4	40686	FNMA NOTES	10/28/2020	14,000,000.00	14,000,000.00	12,963,226.08	0.500	0.493	0.500	07/28/2025	1,123
3136G46K4	40687	FNMA NOTES	10/28/2020	26,000,000.00	26,000,000.00	24,074,562.72	0.500	0.493	0.500	07/28/2025	1,123
3136G45C3	40749	FNMA NOTES	11/17/2020	9,987,569.66	10,000,000.00	9,212,598.20	0.540	0.570	0.577	10/27/2025	1,214
3135GA2Z3	40780	FNMA NOTES	11/27/2020	24,987,262.57	25,000,000.00	23,017,718.75	0.560	0.567	0.575	11/17/2025	1,235
3135GA7F2	40847	FNMA NOTES	12/15/2020	39,800,000.00	39,800,000.00	38,081,608.33	0.350	0.345	0.350	03/15/2024	623
3135GAAJ0	40873	FNMA NOTES	12/28/2020	40,000,000.00	40,000,000.00	37,957,394.40	0.360	0.355	0.359	07/26/2024	756
3135GAAJ0	40874	FNMA NOTES	12/28/2020	20,000,000.00	20,000,000.00	18,978,697.20	0.360	0.355	0.359	07/26/2024	756
3136G4W41	41809	FNMA NOTES	02/03/2022	29,170,198.60	30,000,000.00	27,856,219.50	0.650	1.534	1.556	08/25/2025	1,151
3135G06L2	41964	FNMA NOTES	04/01/2022	18,535,234.18	20,000,000.00	18,015,359.00	0.875	2.594	2.630	12/18/2026	1,631
		Subtotal and Average		**1,493,916,157.53**	**1,507,621,000.00**	**1,424,145,550.48**		**1.251**	**1.268**		**1,133**
US Treasury Notes											
9128286Z8	40155	U.S. TREASURY NOTES	12/13/2019	30,003,605.23	30,000,000.00	29,306,250.00	1.750	1.719	1.743	06/30/2024	730
9128282P4	40210	U.S. TREASURY NOTES	12/31/2019	40,008,549.84	40,000,000.00	40,023,960.00	1.875	1.586	1.608	07/31/2022	30
91282CBH3	41010	U.S. TREASURY NOTES	03/23/2021	29,495,776.85	30,000,000.00	27,311,730.00	0.375	0.842	0.854	01/31/2026	1,310
91282CAJ0	41011	U.S. TREASURY NOTES	03/23/2021	29,540,244.97	30,000,000.00	27,500,400.00	0.250	0.732	0.743	08/31/2025	1,157
912828ZW3	41016	U.S. TREASURY NOTES	03/24/2021	24,687,910.29	25,000,000.00	23,042,975.00	0.250	0.663	0.672	06/30/2025	1,095
912828XB1	41023	U.S. TREASURY NOTES	03/26/2021	26,082,719.56	25,000,000.00	24,412,100.00	2.125	0.588	0.596	05/15/2025	1,049
91282CAB7	41024	U.S. TREASURY NOTES	03/26/2021	34,567,634.71	35,000,000.00	32,171,300.00	0.250	0.647	0.656	07/31/2025	1,126
91282CBE0	41048	U.S. TREASURY NOTES	04/08/2021	44,883,628.29	45,000,000.00	43,110,360.00	0.125	0.289	0.293	01/15/2024	563

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Fund COMM - COMMINGLED POOL
Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
US Treasury Notes											
912828V80	41054	U.S. TREASURY NOTES	04/12/2021	46,378,566.17	45,000,000.00	44,521,875.00	2.250	0.303	0.307	01/31/2024	579
912828ZW3	41062	U.S. TREASURY NOTES	04/13/2021	39,463,039.11	40,000,000.00	36,868,760.00	0.250	0.695	0.705	06/30/2025	1,095
91282CAJ0	41067	U.S. TREASURY NOTES	04/14/2021	29,545,787.11	30,000,000.00	27,500,400.00	0.250	0.726	0.736	08/31/2025	1,157
912828ZT0	41075	U.S. TREASURY NOTES	04/15/2021	29,642,232.08	30,000,000.00	27,713,670.00	0.250	0.656	0.665	05/31/2025	1,065
91282CBH3	41484	U.S. TREASURY NOTES	10/29/2021	24,389,557.38	25,000,000.00	22,759,775.00	0.375	1.058	1.073	01/31/2026	1,310
9128287B0	41496	U.S. TREASURY NOTES	11/03/2021	25,761,534.93	25,000,000.00	23,941,400.00	1.875	1.076	1.091	06/30/2026	1,460
91282CAJ0	41517	U.S. TREASURY NOTES	11/12/2021	29,283,973.40	30,000,000.00	27,500,400.00	0.250	1.006	1.020	08/31/2025	1,157
9128285Z9	41541	U.S. TREASURY NOTES	11/19/2021	36,049,882.52	35,000,000.00	34,760,740.00	2.500	0.584	0.592	01/31/2024	579
9128286X3	41550	U.S. TREASURY NOTES	11/23/2021	25,823,502.60	25,000,000.00	24,182,625.00	2.125	1.239	1.257	05/31/2026	1,430
912828P46	41602	U.S. TREASURY NOTES	11/26/2021	40,533,018.20	40,000,000.00	38,064,080.00	1.625	1.229	1.246	02/15/2026	1,325
9128282D1	41613	U.S. TREASURY NOTES	11/30/2021	40,433,333.33	40,000,000.00	39,281,240.00	1.375	0.434	0.440	08/31/2023	426
9128286A3	41619	U.S. TREASURY NOTES	12/01/2021	31,630,977.44	30,000,000.00	29,600,400.00	2.625	1.055	1.070	01/31/2026	1,310
912828P46	41623	U.S. TREASURY NOTES	12/02/2021	25,464,169.19	25,000,000.00	23,790,050.00	1.625	1.084	1.099	02/15/2026	1,325
912828YD6	41656	U.S. TREASURY NOTES	12/13/2021	40,276,204.99	40,000,000.00	37,434,360.00	1.375	1.187	1.203	08/31/2026	1,522
912828P79	41658	U.S. TREASURY NOTES	12/13/2021	40,298,564.76	40,000,000.00	39,681,240.00	1.500	0.367	0.372	02/28/2023	242
91282CAT8	41659	U.S. TREASURY NOTES	12/13/2021	38,837,724.79	40,000,000.00	36,492,200.00	0.250	1.127	1.143	10/31/2025	1,218
91282CBM2	41660	U.S. TREASURY NOTES	12/13/2021	39,627,113.51	40,000,000.00	38,242,200.00	0.125	0.693	0.703	02/15/2024	594
91282CBM2	41682	U.S. TREASURY NOTES	12/17/2021	39,641,673.26	40,000,000.00	38,242,200.00	0.125	0.671	0.680	02/15/2024	594
9128284U1	41686	U.S. TREASURY NOTES	12/20/2021	40,849,551.17	40,000,000.00	39,889,080.00	2.625	0.483	0.490	06/30/2023	364
9128284U1	41687	U.S. TREASURY NOTES	12/20/2021	20,421,712.30	20,000,000.00	19,944,540.00	2.625	0.498	0.505	06/30/2023	364
912828YG9	41816	U.S. TREASURY NOTES	02/07/2022	19,902,056.31	20,000,000.00	18,892,180.00	1.625	1.721	1.745	09/30/2026	1,552
912828Y95	42053	U.S. TREASURY NOTES	04/22/2022	43,173,262.33	45,000,000.00	43,043,535.00	1.875	2.899	2.939	07/31/2026	1,491
9128287B0	42104	U.S. TREASURY NOTES	05/02/2022	33,634,251.64	35,000,000.00	33,517,960.00	1.875	2.878	2.918	06/30/2026	1,460
		Subtotal and Average		**1,040,331,758.26**	**1,040,000,000.00**	**992,743,985.00**		**0.983**	**0.996**		**951**
Corporate Bonds											
037833DL1	39831	APPLE INC	09/11/2019	6,999,922.87	7,000,000.00	7,003,844.33	1.700	1.682	1.705	09/11/2022	72
037833CU2	40165	APPLE INC	12/16/2019	10,143,637.85	10,000,000.00	9,936,562.10	2.850	2.010	2.038	05/11/2024	680
037833DF4	40274	APPLE INC	01/23/2020	5,100,014.30	5,000,000.00	4,941,716.15	2.750	1.892	1.918	01/13/2025	927
037833DV9	40499	APPLE INC	05/11/2020	6,994,534.81	7,000,000.00	6,868,985.06	0.750	0.830	0.842	05/11/2023	314
037833DX5	40553	APPLE INC	08/20/2020	29,955,592.67	30,000,000.00	27,489,640.80	0.550	0.589	0.597	08/20/2025	1,146
037833EB2	40926	APPLE INC	02/08/2021	19,984,003.67	20,000,000.00	18,229,855.40	0.700	0.712	0.722	02/08/2026	1,318

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
037833CJ7	41990	APPLE INC	04/11/2022	11,830,880.76	11,694,000.00	11,623,148.16	3.350	3.031	3.073	02/09/2027	1,684
037833CJ7	41991	APPLE INC	04/12/2022	11,968,087.40	11,850,000.00	11,778,202.98	3.350	3.060	3.103	02/09/2027	1,684
023135BW5	41175	Amazon	06/10/2021	25,043,532.08	25,000,000.00	23,789,220.25	0.450	0.351	0.355	05/12/2024	681
023135CF1	42005	Amazon	04/13/2022	39,921,170.67	40,000,000.00	39,289,457.60	3.300	3.299	3.345	04/13/2027	1,747
084670BJ6	39496	BERKSHIRE HATHWY	04/30/2019	10,527,190.45	10,500,000.00	10,482,342.47	3.000	2.517	2.552	02/11/2023	225
084670BR8	39544	BERKSHIRE HATHWY	05/16/2019	16,639,248.75	16,624,000.00	16,623,114.44	2.750	2.576	2.611	03/15/2023	257
084670BR8	40080	BERKSHIRE HATHWY	11/26/2019	21,751,598.84	21,623,000.00	21,621,848.14	2.750	1.850	1.876	03/15/2023	257
084664CZ2	41908	BERKSHIRE HATHWY	03/15/2022	39,992,847.56	40,000,000.00	37,836,821.20	2.300	2.272	2.304	03/15/2027	1,718
19416QEL0	39553	COLGATE-PALMOLIVE CO	05/20/2019	9,501,693.99	9,506,000.00	9,488,285.47	2.250	2.344	2.377	11/15/2022	137
166764AB6	40454	CHEVRON CORP.	04/13/2020	23,382,426.26	23,318,000.00	23,297,333.96	2.355	1.668	1.691	12/05/2022	157
166764BV1	40500	CHEVRON CORP.	05/11/2020	5,000,000.00	5,000,000.00	4,914,908.10	1.141	1.125	1.141	05/11/2023	314
166756AE6	40548	CHEVRON CORP.	08/12/2020	15,000,000.00	15,000,000.00	13,791,871.35	0.687	0.677	0.687	08/12/2025	1,138
166764BV1	40674	CHEVRON CORP.	10/26/2020	31,580,117.29	31,370,000.00	30,836,133.42	1.141	0.353	0.358	05/11/2023	314
166756AJ5	41097	CHEVRON CORP.	04/26/2021	13,819,403.64	13,800,000.00	13,419,701.39	0.426	0.294	0.298	08/11/2023	406
57629WDG2	41926	MASSMUTUAL GLOBAL FUNDING	03/21/2022	19,992,740.74	20,000,000.00	19,456,172.60	2.800	2.775	2.813	03/21/2025	994
57629WCQ1	42334	MASSMUTUAL GLOBAL FUNDING	06/28/2022	6,990,261.45	7,500,000.00	7,000,988.63	2.350	3.948	4.003	01/14/2027	1,658
59217GEE5	40238	MET LIFE GLOBAL FUNDING	01/13/2020	10,001,600.00	10,000,000.00	9,940,803.90	1.950	1.892	1.918	01/13/2023	196
58989V2C7	41073	MET LIFE GLOBAL FUNDING	04/15/2021	10,002,073.83	10,000,000.00	9,488,044.30	0.700	0.678	0.688	04/05/2024	644
59217GEN5	41168	MET LIFE GLOBAL FUNDING	06/08/2021	14,989,937.35	15,000,000.00	14,120,495.10	0.550	0.577	0.585	06/07/2024	707
59217GEK1	41342	MET LIFE GLOBAL FUNDING	09/01/2021	9,803,996.73	9,793,000.00	9,483,247.41	0.450	0.348	0.353	09/01/2023	427
59217GEH8	41824	MET LIFE GLOBAL FUNDING	02/09/2022	18,976,035.54	19,048,000.00	18,645,567.95	0.900	1.290	1.308	06/08/2023	342
59217GBY4	41873	MET LIFE GLOBAL FUNDING	03/01/2022	8,806,883.96	8,500,000.00	8,213,817.16	3.450	2.548	2.584	12/18/2026	1,631
59217GEW5	42101	MET LIFE GLOBAL FUNDING	05/02/2022	9,838,050.05	10,000,000.00	9,737,064.00	2.800	3.382	3.429	03/21/2025	994
59217GFB0	42345	MET LIFE GLOBAL FUNDING	06/30/2022	14,988,606.33	15,000,000.00	15,133,759.05	4.400	4.356	4.417	06/30/2027	1,825
594918BX1	39489	MICROSOFT CORP	04/29/2019	6,519,590.86	6,500,000.00	6,483,658.35	2.875	2.635	2.672	02/06/2024	585
594918BQ6	40005	MICROSOFT CORP	11/01/2019	10,839,457.76	10,815,000.00	10,713,517.88	2.000	1.762	1.786	08/08/2023	403
594918BY9	42081	MICROSOFT CORP	04/28/2022	5,209,769.50	5,168,000.00	5,142,065.58	3.300	3.057	3.099	02/06/2027	1,681
637639AB1	41103	National SEC Clearings Corp	04/27/2021	5,064,870.89	5,000,000.00	4,709,299.55	1.500	1.013	1.027	04/23/2025	1,027
64952WDT7	41081	NEW YORK LIFE GLOBAL	04/19/2021	18,604,987.53	18,611,000.00	17,946,227.92	0.400	0.419	0.424	10/21/2023	477
64952WEB5	41104	NEW YORK LIFE GLOBAL	04/27/2021	29,989,248.89	30,000,000.00	28,400,634.90	0.550	0.562	0.569	04/27/2024	666
64952WED1	41174	NEW YORK LIFE GLOBAL	06/09/2021	19,984,717.11	20,000,000.00	18,011,092.80	1.150	1.154	1.170	06/09/2026	1,439
64952WEJ8	41483	NEW YORK LIFE GLOBAL	10/29/2021	24,974,782.41	25,000,000.00	23,409,767.50	0.900	0.931	0.944	10/29/2024	851

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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Corporate Bonds											
64952WEK5	41757	NEW YORK LIFE GLOBAL	01/14/2022	34,968,045.00	35,000,000.00	33,071,033.80	1.450	1.466	1.486	01/14/2025	928
64952WED1	41825	NEW YORK LIFE GLOBAL	02/09/2022	9,129,577.44	9,445,000.00	8,505,738.57	1.150	2.012	2.040	06/09/2026	1,439
6944PL2C2	41330	PACIFIC LIFE GLOBAL	08/27/2021	40,056,642.36	40,000,000.00	38,652,996.80	0.500	0.378	0.384	09/23/2023	449
740189AM7	41978	PRECISION CASTPARTS CORP	04/07/2022	10,560,818.63	10,494,000.00	10,464,354.76	3.250	2.962	3.004	06/15/2025	1,080
742651DP4	40337	PRIVATE EXPORT FUND CORPORATIO	02/18/2020	11,586,569.17	11,385,000.00	11,205,517.75	2.450	1.526	1.548	07/15/2024	745
742651DX7	40379	PRIVATE EXPORT FUND CORPORATIO	03/13/2020	11,824,686.16	11,610,000.00	11,214,112.35	1.750	0.938	0.951	11/15/2024	868
74274TAH3	41117	PRIVATE EXPORT FUND CORPORATIO	04/29/2021	34,984,819.54	35,000,000.00	34,293,031.15	0.300	0.348	0.353	04/28/2023	301
74274TAG5	41284	PRIVATE EXPORT FUND CORPORATIO	08/05/2021	20,033,583.07	20,000,000.00	18,966,786.00	0.550	0.462	0.468	07/30/2024	760
74274TAG5	41558	PRIVATE EXPORT FUND CORPORATIO	11/23/2021	9,932,458.32	10,000,000.00	9,483,393.00	0.550	0.867	0.879	07/30/2024	760
742718FV6	41801	PROCTER & GAMBLE	02/01/2022	54,928,408.33	55,000,000.00	51,766,465.30	1.900	1.903	1.929	02/01/2027	1,676
742718ER6	41999	PROCTER & GAMBLE	04/12/2022	10,621,818.76	10,845,000.00	10,468,415.07	2.450	2.919	2.960	11/03/2026	1,586
74153WCQ0	41639	PRICOA Global Funding 1_PRU	12/08/2021	19,983,279.22	20,000,000.00	18,803,104.80	1.150	1.168	1.185	12/06/2024	889
21688AAQ5	40892	RABOBANK	01/12/2021	6,997,535.81	7,000,000.00	6,661,522.56	0.375	0.392	0.398	01/12/2024	560
89236TGT6	40326	TOYOTA MOTOR CREDIT CORP	02/13/2020	29,989,481.00	30,000,000.00	28,625,055.30	1.800	1.789	1.814	02/13/2025	958
90327QD48	40477	USAA CAPITAL CORP	04/21/2020	2,499,146.79	2,500,000.00	2,462,761.23	1.500	1.520	1.542	05/01/2023	304
90327QD89	42219	USAA CAPITAL CORP	05/26/2022	14,952,577.25	15,000,000.00	14,883,513.90	3.375	3.446	3.493	05/01/2025	1,035
90331HPF4	40117	U S BANK	12/09/2019	28,995,874.16	29,000,000.00	28,852,283.86	1.950	1.950	1.977	01/09/2023	192
90331HPF4	40154	U S BANK	12/13/2019	11,000,000.00	11,000,000.00	10,943,969.74	1.950	1.922	1.949	01/09/2023	192
90331HPL1	40268	U S BANK	01/21/2020	19,978,226.67	20,000,000.00	19,228,478.40	2.050	2.066	2.095	01/21/2025	935
92826CAD4	42288	VANGUARD	06/15/2022	19,487,398.25	20,000,000.00	19,774,869.40	3.150	3.897	3.952	12/14/2025	1,262
92826CAC6	39527	VISA	05/09/2019	11,164,635.78	11,156,000.00	11,165,791.40	2.800	2.583	2.619	12/14/2022	166
931142EL3	39714	WALMART	07/29/2019	5,063,934.32	5,000,000.00	4,974,323.05	2.850	2.148	2.178	07/08/2024	738
931142EK5	39996	WALMART	10/30/2019	10,141,784.19	10,000,000.00	10,030,549.80	3.400	1.878	1.904	06/26/2023	360
931142DV2	40315	WALMART	02/07/2020	28,554,483.24	27,975,000.00	27,656,551.06	2.650	1.741	1.765	12/15/2024	898
931142ER0	41379	WALMART	09/17/2021	9,984,082.00	10,000,000.00	9,105,471.70	1.050	1.074	1.088	09/17/2026	1,539
931142EM1	41875	WALMART	03/01/2022	2,389,798.77	2,315,000.00	2,299,654.70	3.050	2.141	2.171	07/08/2026	1,468
30231GBB7	39747	EXXON MOBIL CORP	08/16/2019	5,000,000.00	5,000,000.00	4,993,403.40	1.902	1.875	1.902	08/16/2022	46
30231GAC6	39998	EXXON MOBIL CORP	10/31/2019	5,097,424.71	5,000,000.00	5,003,177.45	3.176	1.950	1.977	03/15/2024	623
30231GBH4	40403	EXXON MOBIL CORP	03/19/2020	15,000,000.00	15,000,000.00	14,776,351.50	2.992	2.951	2.992	03/19/2025	992
30231GAF9	40505	EXXON MOBIL CORP	05/26/2020	5,195,861.34	5,000,000.00	4,894,707.30	2.709	1.184	1.200	03/06/2025	979
		Subtotal and Average		**1,100,816,465.07**	**1,099,945,000.00**	**1,062,526,602.45**		**1.649**	**1.671**		**877**

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ABS - Green Bonds											
89190GAC1	41182	TOYOTA AUTO REC OWNER TRUST	06/14/2021	29,996,769.00	30,000,000.00	28,878,738.00	0.260	0.261	0.265	11/17/2025	1,235
89238LAC4	41867	Toyota Lease Owner Trust	02/28/2022	18,997,009.40	19,000,000.00	18,518,625.50	1.960	1.951	1.978	02/20/2025	965
		Subtotal and Average		**48,993,778.40**	**49,000,000.00**	**47,397,363.50**		**0.917**	**0.929**		**1,130**
Asset Backed Securities (ABS)											
02008JAC0	42182	ALLY	05/18/2022	29,494,288.80	29,500,000.00	29,289,865.60	3.310	3.296	3.341	11/16/2026	1,599
02007TAC9	40134	ALLY Auto Receivables Trust	12/11/2019	3,294,760.30	3,295,327.76	3,290,356.43	1.840	1.829	1.854	06/17/2024	717
02582JJR2	41529	American Express Credit Acct	11/17/2021	32,494,923.50	32,500,000.00	30,651,231.00	0.900	0.895	0.908	11/16/2026	1,599
02589BAA8	41919	American Express Credit Acct	03/18/2022	19,498,997.70	19,500,000.00	18,858,496.80	2.210	2.191	2.222	03/15/2027	1,718
02582JJT8	42202	American Express Credit Acct	05/24/2022	34,992,258.00	35,000,000.00	34,959,781.50	3.390	3.376	3.423	05/17/2027	1,781
05591RAC8	40990	BMW VEHICLE LEASE TRUST	03/10/2021	12,085,469.54	12,085,852.66	11,953,879.98	0.290	0.288	0.292	01/25/2024	573
09690AAD5	41368	BMW VEHICLE LEASE TRUST	09/15/2021	25,999,017.20	26,000,000.00	24,692,309.20	0.430	0.593	0.602	01/27/2025	941
05601XAC3	41765	BMW VEHICLE LEASE TRUST	01/19/2022	16,247,570.63	16,250,000.00	15,689,292.13	1.100	1.095	1.111	03/25/2025	998
05588CAC6	39861	BMW VEHICLE OWNER TRUST	09/18/2019	2,669,928.88	2,670,287.77	2,669,196.96	1.920	1.907	1.934	01/25/2024	573
09661RAD3	40530	BMW VEHICLE OWNER TRUST	07/15/2020	4,671,456.95	4,671,809.67	4,607,911.93	0.480	0.477	0.484	10/25/2024	847
05602RAD3	42183	BMW VEHICLE OWNER TRUST	05/18/2022	13,999,272.00	14,000,000.00	13,854,191.40	3.210	3.189	3.234	08/25/2026	1,516
14317HAC5	42084	CARMAX AUTO OWNER TRUST	04/28/2022	17,997,262.20	18,000,000.00	17,915,599.80	3.490	3.473	3.522	02/16/2027	1,691
161571HP2	40336	CHASE ISSUANCE TRUST (ABS)	02/18/2020	26,993,814.30	27,000,000.00	26,795,664.00	1.530	1.523	1.544	01/15/2025	929
14041NFU0	39811	Capital One Multi Execution Tr	09/05/2019	34,991,187.00	35,000,000.00	35,000,973.00	1.720	1.711	1.735	08/15/2024	776
14041NFW6	41242	Capital One Multi Execution Tr	07/22/2021	23,499,048.25	23,500,000.00	22,203,361.65	0.550	0.544	0.552	07/15/2026	1,475
14041NFY2	41612	Capital One Multi Execution Tr	11/30/2021	35,995,039.20	36,000,000.00	34,027,714.80	1.040	1.032	1.047	11/16/2026	1,599
14041NFZ9	41952	Capital One Multi Execution Tr	03/30/2022	18,998,567.40	19,000,000.00	18,684,425.20	2.800	2.781	2.819	03/15/2027	1,718
14042WAC4	39586	Capital One Prime Auto Receiv	05/30/2019	722,226.80	722,373.15	722,632.77	2.510	2.500	2.535	11/15/2023	502
14043MAC5	40340	Capital One Prime Auto Receiv	02/19/2020	12,756,680.40	12,759,393.05	12,668,158.29	1.600	1.592	1.614	11/15/2024	868
14044CAC6	41476	Capital One Prime Auto Receiv	10/27/2021	13,999,735.40	14,000,000.00	13,235,503.40	0.770	0.761	0.772	09/15/2026	1,537
14043QAC6	42116	Capital One Prime Auto Receiv	05/04/2022	14,996,722.50	15,000,000.00	14,729,262.00	3.170	3.156	3.200	04/15/2027	1,749
14687TAC1	41209	Carvana Auto Receivables Trust	06/24/2021	14,999,145.00	15,000,000.00	14,455,164.00	0.490	0.486	0.492	03/10/2026	1,348
14687JAD1	41406	Carvana Auto Receivables Trust	09/29/2021	6,680,337.09	6,681,054.64	6,597,532.10	0.380	0.381	0.386	01/10/2025	924
254683CP8	41402	Discover Card Execution Note	09/27/2021	19,995,718.00	20,000,000.00	18,645,290.00	0.580	0.581	0.589	09/15/2026	1,537
23292GAC7	42119	DLLST	05/04/2022	11,498,323.30	11,500,000.00	11,336,211.25	3.400	3.385	3.433	01/21/2025	935
34532NAC9	40958	FORD MOTOR	02/22/2021	19,998,314.00	20,000,000.00	19,468,160.00	0.300	0.299	0.304	08/15/2025	1,141
345329AC0	41397	FORD MOTOR	09/24/2021	20,996,312.40	21,000,000.00	20,356,893.90	0.370	0.376	0.381	10/15/2024	837

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Fund COMM - COMMINGLED POOL
Investments by Fund
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CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Asset Backed Securities (ABS)											
34528LAD7	42066	FORD CREDIT AUTO LEASE TRUST	04/26/2022	29,996,376.00	30,000,000.00	29,886,597.00	3.230	3.215	3.259	05/15/2025	1,049
345286AC2	41776	FORD CREDIT AUTO OWNER TRUST	01/24/2022	11,998,574.40	12,000,000.00	11,522,815.20	1.290	1.281	1.299	06/15/2026	1,445
36259PAD8	40512	GM Fin'cl Auto Leasing Trust	06/17/2020	447,937.43	447,995.45	447,258.14	0.800	0.798	0.809	07/20/2023	384
362569AC9	40623	GM Fin'cl Auto Leasing Trust	09/29/2020	3,946,182.23	3,946,560.31	3,934,378.46	0.450	0.450	0.456	08/21/2023	416
36261RAC2	40964	GM Fin'cl Auto Leasing Trust	02/24/2021	7,954,619.48	7,955,434.12	7,887,185.25	0.260	0.263	0.266	02/20/2024	599
36266FAC3	42152	GM Fin'cl Auto Leasing Trust	05/11/2022	15,998,331.20	16,000,000.00	15,918,292.80	3.420	3.404	3.451	06/20/2025	1,085
362585AC5	42009	GM FINANCIAL SECURITIZED	04/13/2022	11,497,596.50	11,500,000.00	11,395,847.95	3.100	3.086	3.129	02/16/2027	1,691
44891VAC5	41187	Hyundai Auto Lease Sec Trust	06/16/2021	22,496,625.00	22,500,000.00	21,915,432.00	0.330	0.335	0.339	06/17/2024	717
44933MAC5	41387	Hyundai Auto Lease Sec Trust	09/22/2021	25,247,714.88	25,250,000.00	24,363,805.80	0.380	0.380	0.386	09/16/2024	808
44891WAC3	41766	Hyundai Auto Lease Sec Trust	01/19/2022	13,249,707.18	13,250,000.00	12,800,341.38	1.160	1.148	1.164	01/15/2025	929
44934LAD4	42184	Hyundai Auto Lease Sec Trust	05/18/2022	37,996,944.80	38,000,000.00	37,906,569.40	3.350	3.332	3.378	06/16/2025	1,081
43815MAC0	39582	HONDA AUTO RECEIVABLES OWNER T	05/29/2019	1,602,707.62	1,602,767.40	1,602,823.34	2.520	2.500	2.535	06/21/2023	355
43815NAC8	39777	HONDA AUTO RECEIVABLES OWNER T	08/27/2019	1,459,772.35	1,459,784.47	1,458,356.95	1.780	1.762	1.787	08/15/2023	410
43813RAC1	40346	HONDA AUTO RECEIVABLES OWNER T	02/26/2020	8,447,054.21	8,448,710.16	8,395,746.04	1.610	1.602	1.625	04/21/2024	660
43813GAC5	40965	HONDA AUTO RECEIVABLES OWNER T	02/24/2021	11,749,784.98	11,750,000.00	11,470,755.38	0.270	0.267	0.271	04/21/2025	1,025
43815EAC8	41321	HONDA AUTO RECEIVABLES OWNER T	08/25/2021	17,999,737.20	18,000,000.00	17,194,750.20	0.410	0.405	0.411	11/18/2025	1,236
43815GAC3	41554	HONDA AUTO RECEIVABLES OWNER T	11/24/2021	13,997,048.80	14,000,000.00	13,352,259.20	0.880	0.879	0.891	01/21/2026	1,300
43815MAD8	41717	HONDA AUTO RECEIVABLES OWNER T	12/30/2021	3,576,100.00	3,520,000.00	3,517,060.80	2.540	1.006	1.020	03/21/2025	994
43815BAC4	41855	HONDA AUTO RECEIVABLES OWNER T	02/23/2022	22,996,540.80	23,000,000.00	22,265,557.10	1.880	1.868	1.894	05/15/2026	1,414
44891JAC2	40017	HYUNDAI AUTO RECEIVABLES TRUST	11/06/2019	2,473,624.18	2,473,738.22	2,470,864.97	1.940	1.923	1.950	02/15/2024	594
44933LAC7	41111	HYUNDAI AUTO RECEIVABLES TRUST	04/28/2021	9,499,000.60	9,500,000.00	9,175,972.10	0.380	0.379	0.385	09/15/2025	1,172
41284UAD6	40294	Harley-Davidson Motorcycle	01/29/2020	3,079,917.35	3,080,589.23	3,072,895.77	1.870	1.861	1.886	10/15/2024	837
41284YAD8	42040	Harley-Davidson Motorcycle	04/20/2022	24,995,837.50	25,000,000.00	24,685,487.50	3.060	3.044	3.086	02/15/2027	1,690
477870AC3	39706	JOHN DEERE OWNER TRUST	07/24/2019	1,126,916.06	1,127,155.35	1,126,642.49	2.210	2.199	2.230	12/15/2023	532
47787NAC3	40533	JOHN DEERE OWNER TRUST	07/22/2020	2,798,099.77	2,798,526.27	2,752,397.60	0.510	0.510	0.517	11/15/2024	868
47788UAC6	40991	JOHN DEERE OWNER TRUST	03/10/2021	7,748,510.45	7,750,000.00	7,451,687.78	0.360	0.363	0.369	09/15/2025	1,172
47789QAC4	41240	JOHN DEERE OWNER TRUST	07/21/2021	7,999,286.40	8,000,000.00	7,591,460.00	0.520	0.517	0.524	03/16/2026	1,354
47787JAC2	41910	JOHN DEERE OWNER TRUST	03/16/2022	9,997,788.00	10,000,000.00	9,745,289.00	2.320	2.309	2.341	09/16/2026	1,538
58769KAD6	41220	MERCEDES-BENZ AUTO LEASE TRUST	06/29/2021	14,748,886.38	14,750,000.00	14,279,806.88	0.400	0.399	0.404	11/15/2024	868
58769TAD7	39883	MERCEDES -BENZ AUTO REC TRUST	09/25/2019	5,548,695.11	5,549,459.27	5,541,300.45	1.940	1.916	1.943	03/15/2024	623
58769VAC4	40515	MERCEDES -BENZ AUTO REC TRUST	06/23/2020	3,090,935.61	3,091,177.03	3,048,598.85	0.550	0.546	0.554	02/18/2025	963
58772WAC7	41389	MERCEDES -BENZ AUTO REC TRUST	09/22/2021	20,247,351.30	20,250,000.00	19,406,261.48	0.460	0.459	0.466	06/15/2026	1,445

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Asset Backed Securities (ABS)											
65479HAC1	39578	Nissan Auto Receivables Owner	05/28/2019	2,971,876.09	2,972,548.18	2,975,187.21	2.500	2.489	2.523	11/15/2023	502
65480BAC1	41206	Nissan Auto Receivables Owner	06/23/2021	39,999,324.00	40,000,000.00	38,352,264.00	0.330	0.326	0.331	10/15/2025	1,202
65479QAC1	41856	Nissan Auto Receivables Owner	02/23/2022	17,296,607.47	17,300,000.00	16,667,710.95	1.860	1.850	1.876	08/17/2026	1,508
80286DAC2	41207	Santander Retail Auto Lease Tr	06/23/2021	15,448,048.67	15,450,000.00	14,892,049.52	0.510	0.511	0.518	08/20/2024	781
80286CAC4	41391	Santander Retail Auto Lease Tr	09/22/2021	7,499,643.00	7,500,000.00	7,246,089.00	0.500	0.496	0.503	03/20/2025	993
89233MAD5	40038	TOYOTA AUTO REC OWNER TRUST	11/13/2019	6,568,474.16	6,568,948.44	6,556,856.98	1.920	1.904	1.931	01/15/2024	563
89240BAC2	40930	TOYOTA AUTO REC OWNER TRUST	02/08/2021	15,497,123.20	15,500,000.00	15,135,418.30	0.260	0.265	0.269	05/15/2025	1,049
89238JAC9	41521	TOYOTA AUTO REC OWNER TRUST	11/15/2021	11,499,755.05	11,500,000.00	10,957,458.75	0.710	0.702	0.712	04/15/2026	1,384
89190GAB3	41718	TOYOTA AUTO REC OWNER TRUST	12/30/2021	1,577,631.07	1,579,605.57	1,572,164.36	0.140	0.422	0.428	01/16/2024	564
89239KAC5	41797	TOYOTA AUTO REC OWNER TRUST	01/31/2022	12,997,790.00	13,000,000.00	12,485,154.50	1.230	1.224	1.241	06/15/2026	1,445
89238EAC0	41089	Toyota Lease Owner Trust	04/21/2021	12,998,482.90	13,000,000.00	12,718,183.40	0.390	0.392	0.397	04/22/2024	661
92868VAC3	40801	Volkswagen Auto Lease Trust	12/03/2020	7,498,586.25	7,500,000.00	7,439,337.00	0.390	0.750	0.760	01/22/2024	570
92348KAL7	41780	VERIZON MASTER TRUST	01/25/2022	20,999,464.50	21,000,000.00	20,468,655.90	1.040	1.029	1.043	01/20/2027	1,664
92348KAP8	42214	VERIZON MASTER TRUST	05/25/2022	33,499,025.15	33,500,000.00	33,234,217.70	3.010	2.988	3.030	05/20/2027	1,784
92349GAA9	39612	VERIZON OWNER TRUST	06/12/2019	4,343,763.23	4,344,066.88	4,345,048.64	2.330	2.312	2.344	12/20/2023	537
92348AAA3	39920	VERIZON OWNER TRUST	10/08/2019	8,097,144.66	8,097,769.00	8,088,180.43	1.940	1.924	1.951	04/20/2024	659
92290BAA9	40549	VERIZON OWNER TRUST	08/12/2020	29,243,857.50	29,250,000.00	28,789,768.80	0.470	0.473	0.480	02/20/2025	965
92348CAA9	40712	VERIZON OWNER TRUST	11/02/2020	20,496,672.85	20,500,000.00	20,044,311.65	0.410	0.412	0.417	04/21/2025	1,025
98164EAC9	40937	World Omni Auto Rec'vble Trust	02/10/2021	13,999,046.60	14,000,000.00	13,619,701.20	0.300	0.298	0.303	01/15/2026	1,294
98163HAB5	41392	World Omni Auto Rec'vble Trust	09/22/2021	3,613,319.31	3,613,548.77	3,588,755.85	0.290	0.289	0.293	02/18/2025	963
98163NAC0	42020	WORLD OMNI AUTOMOBILE LEASE	04/13/2022	2,999,584.50	3,000,000.00	2,985,586.80	3.210	3.196	3.241	02/18/2025	963
		Subtotal and Average		**1,155,725,800.67**	**1,155,814,482.82**	**1,127,105,657.29**		**1.479**	**1.500**		**1,218**
Municipal Bonds											
13063DVM7	40577	CALIFORNIA STATE	09/09/2020	28,322,339.29	26,650,000.00	27,799,414.50	5.000	0.266	0.270	11/01/2023	488
13077DQD7	41265	CALIF STATE UNIV	07/29/2021	5,000,000.00	5,000,000.00	4,577,900.00	0.862	0.850	0.862	11/01/2025	1,219
419792F76	41438	Hawaii State	10/12/2021	24,445,000.00	24,445,000.00	23,773,740.30	0.422	0.416	0.422	08/01/2023	396
374288AB4	40910	J PAUL GETTY TRUST	01/28/2021	15,000,000.00	15,000,000.00	14,410,895.40	0.391	0.385	0.391	01/01/2024	549
54438CYH9	40736	Los Angeles CA CMNTY CLG DIST	11/10/2020	4,000,000.00	4,000,000.00	3,887,800.00	0.444	0.437	0.444	08/01/2023	396
79739GPD2	41668	SAN DIEGO CNTY ARPT AUTH	12/08/2021	2,495,000.00	2,495,000.00	2,309,995.75	1.341	1.322	1.340	07/01/2025	1,096
799408Z69	40654	San Ramon Valley Unified SCD	10/20/2020	5,040,000.00	5,040,000.00	4,896,108.00	0.367	0.361	0.367	08/01/2023	396
91412HEX7	39321	UNIVERSITY CALIFORNIA REVS	03/19/2019	1,000,000.00	1,000,000.00	996,240.00	2.657	2.620	2.657	05/15/2023	318

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Municipal Bonds											
91412HGE7	40532	UNIVERSITY CALIFORNIA REVS	07/16/2020	5,000,000.00	5,000,000.00	4,655,300.00	0.883	0.870	0.883	05/15/2025	1,049
91412HJK0	40993	UNIVERSITY CALIFORNIA REVS	03/10/2021	2,500,000.00	2,500,000.00	2,364,900.00	0.367	0.361	0.366	05/15/2024	684
917542WF5	40481	UTAH ST	04/23/2020	3,122,873.52	3,000,000.00	3,099,630.00	5.000	0.828	0.840	07/01/2023	365
		Subtotal and Average		**95,925,212.81**	**94,130,000.00**	**92,771,923.95**		**0.470**	**0.477**		**547**
Commercial Paper, Discount											
02314QHX0	41957	Amazon	03/31/2022	74,878,055.45	75,000,000.00	74,796,000.00	0.980	0.984	0.997	08/31/2022	61
02314QJK6	41967	Amazon	04/04/2022	49,880,292.37	50,000,000.00	49,801,650.00	1.100	1.105	1.121	09/19/2022	80
10924JGT1	42067	Brighthouse Financial ST FDG	04/27/2022	49,954,770.12	50,000,000.00	49,943,750.00	1.260	1.264	1.281	07/27/2022	26
06054PJ23	41635	BANK OF AMERICA	12/08/2021	49,963,541.85	50,000,000.00	49,816,250.00	0.420	0.426	0.432	09/02/2022	63
1247P3GE6	41958	CAFCO LLC	03/31/2022	30,239,134.14	30,250,000.00	30,231,124.00	1.000	1.002	1.016	07/14/2022	13
13609CHS3	41614	Canadian Imperial Holdings	12/01/2021	29,982,117.39	30,000,000.00	29,906,377.50	0.380	0.385	0.391	08/26/2022	56
16536JG19	42342	CHESHAM FINANCE	06/30/2022	50,000,000.00	50,000,000.00	49,997,800.00	1.570	1.570	1.591	07/01/2022	0
16536JG19	42343	CHESHAM FINANCE	06/30/2022	75,000,000.00	75,000,000.00	74,996,700.00	1.570	1.570	1.591	07/01/2022	0
17327BJ63	41877	CITIGROUP GLOBAL MARKETS	03/02/2022	11,980,996.18	12,000,000.00	11,951,328.00	0.850	0.872	0.884	09/06/2022	67
17327BKU8	41943	CITIGROUP GLOBAL MARKETS	03/28/2022	79,548,023.18	80,000,000.00	79,315,440.00	1.700	1.750	1.774	10/28/2022	119
67983UGN7	42018	OLD LINE FUNDING LLC	04/14/2022	49,970,705.54	50,000,000.00	49,949,900.00	1.010	1.012	1.026	07/22/2022	21
78015DNQ9	42340	Royal Bank of Canada NY	06/29/2022	49,121,047.11	50,000,000.00	49,115,100.00	3.070	3.172	3.216	01/24/2023	207
79490BJN7	42315	SALISBURY REC CO	06/23/2022	49,741,277.25	50,000,000.00	49,744,000.00	2.300	2.313	2.345	09/22/2022	83
79583TJ89	41655	SALVATION ARMY	12/13/2021	36,687,669.92	36,710,000.00	36,560,576.72	0.320	0.324	0.329	09/08/2022	69
82124MGS3	42001	SHEFFIELD RECEIVABLES CORP	04/12/2022	49,965,467.07	50,000,000.00	49,939,300.00	1.000	1.002	1.016	07/26/2022	25
82124MHH6	42299	SHEFFIELD RECEIVABLES CORP	06/17/2022	74,810,653.11	75,000,000.00	74,811,750.00	1.950	1.956	1.983	08/17/2022	47
82124MJP6	42321	SHEFFIELD RECEIVABLES CORP	06/24/2022	24,871,923.08	25,000,000.00	24,867,300.00	2.250	2.262	2.294	09/23/2022	84
		Subtotal and Average		**836,595,673.76**	**838,960,000.00**	**835,744,346.22**		**1.419**	**1.439**		**59**
Federal Agency Discount Notes											
313385D78	42325	FHLB DISCOUNT	06/27/2022	49,868,865.10	50,000,000.00	49,859,451.50	1.600	1.626	1.649	08/29/2022	59
		Subtotal and Average		**49,868,865.10**	**50,000,000.00**	**49,859,451.50**		**1.627**	**1.649**		**59**
Local Agency Investment Fund											
SYS8506	8506	LOCAL AGENCY INVEST FUND	07/01/2021	43,246,451.97	43,246,451.97	43,246,451.97	0.861	0.849	0.861		1
		Subtotal and Average		**43,246,451.97**	**43,246,451.97**	**43,246,451.97**		**0.849**	**0.861**		**1**

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Money Market											
SYS40461	40461	DREYFUS GOVERNMENT CASH MGMT	04/15/2020	6,007.52	6,007.52	6,007.52	1.340	1.321	1.340		1
SYS37590	37590	JP MORGAN US GOVT MMF	02/27/2017	22,702.12	22,702.12	22,702.12	1.310	1.292	1.310		1
SYS34292	34292	MORGAN STANLEY TRSY INSTL 8304	05/21/2013	1,988.58	1,988.58	1,988.58	1.330	1.311	1.330		1
SYS23519	23519	BLACKKROCK TREASURY LIQ FUND	02/01/2008	789,843,219.91	789,843,219.91	789,843,219.91	1.340	1.321	1.340		1
		Subtotal and Average		**789,873,918.13**	**789,873,918.13**	**789,873,918.13**		**1.322**	**1.340**		**1**
Other - Floaters - Daily Reset											
459058JJ3	40600	INTL BANK RECON & DEVELOP	09/18/2020	45,000,000.00	45,000,000.00	45,160,770.60	1.770	1.260	1.277	09/18/2025	1,175
63873QRK2	41627	Natixis NY Branch	12/03/2021	50,000,000.00	50,000,000.00	49,973,200.00	1.790	1.170	1.186	12/02/2022	154
		Subtotal and Average		**95,000,000.00**	**95,000,000.00**	**95,133,970.60**		**1.213**	**1.229**		**637**
Agency - Floaters - Daily Reset											
31422BM64	40547	FARMER MAC	08/11/2020	25,000,000.00	25,000,000.00	25,003,170.75	1.680	0.360	0.365	08/11/2022	41
31422BR36	40614	FARMER MAC	09/25/2020	35,000,000.00	35,000,000.00	35,068,080.95	1.730	0.860	0.871	09/25/2023	451
31422B2B5	40671	FARMER MAC	10/23/2020	35,000,000.00	35,000,000.00	35,016,242.10	1.630	0.880	0.892	10/23/2023	479
3133EL4V3	40559	FFCB NOTES	08/28/2020	74,999,749.91	75,000,000.00	75,003,870.00	1.595	0.279	0.283	07/25/2022	24
3133EMGG1	40729	FFCB NOTES	11/06/2020	42,000,000.00	42,000,000.00	42,054,769.68	1.645	0.920	0.932	11/06/2023	493
3133EMJH6	40793	FFCB NOTES	12/02/2020	60,000,000.00	60,000,000.00	60,020,008.20	1.650	0.640	0.648	12/02/2022	154
3133EMJV5	40811	FFCB NOTES	12/08/2020	45,000,000.00	45,000,000.00	45,054,278.55	1.630	0.950	0.963	12/08/2023	525
3133EMLK6	40862	FFCB NOTES	12/21/2020	30,000,000.00	30,000,000.00	30,004,781.40	1.570	0.470	0.476	10/21/2022	112
3133EMPZ9	40934	FFCB NOTES	02/09/2021	6,000,000.00	6,000,000.00	6,001,561.02	1.565	0.640	0.648	02/09/2023	223
3133EMXV9	41112	FFCB NOTES	04/29/2021	35,000,000.00	35,000,000.00	35,009,658.95	1.570	1.030	1.044	04/29/2024	668
3133EMH70	41180	FFCB NOTES	06/14/2021	25,000,000.00	25,000,000.00	25,004,743.25	1.540	0.880	0.892	06/14/2023	348
3133ENGX2	41653	FFCB NOTES	12/13/2021	10,000,000.00	10,000,000.00	10,003,212.00	1.570	1.290	1.307	12/13/2023	530
3133ENJB7	41697	FFCB NOTES	12/22/2021	45,000,000.00	45,000,000.00	45,015,615.90	1.570	1.290	1.307	11/22/2023	509
3133ENJQ4	41705	FFCB NOTES	12/27/2021	20,000,000.00	20,000,000.00	20,006,532.60	1.570	1.320	1.338	12/27/2023	544
3133ENKX7	41761	FFCB NOTES	01/18/2022	27,000,000.00	27,000,000.00	26,999,760.78	1.620	1.500	1.520	01/17/2025	931
3130AKEA0	40696	FHLB NOTES	10/29/2020	50,000,000.00	50,000,000.00	50,177,340.50	1.710	1.280	1.297	10/29/2025	1,216
3130AKEA0	40697	FHLB NOTES	10/29/2020	10,000,000.00	10,000,000.00	10,035,468.10	1.710	1.280	1.297	10/29/2025	1,216
3130AKK47	40848	FHLB NOTES	12/15/2020	45,000,000.00	45,000,000.00	45,005,817.60	1.570	0.540	0.547	12/15/2022	167
3130AQLS0	41746	FHLB NOTES	01/11/2022	30,000,000.00	30,000,000.00	29,998,592.10	1.610	1.450	1.470	01/07/2025	921
		Subtotal and Average		**649,999,749.91**	**650,000,000.00**	**650,483,504.43**		**0.876**	**0.888**		**458**

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Fund COMM - COMMINGLED POOL
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Supranationals - Green Bond											
459058JE4	41545	INTL BANK RECON & DEVELOP	11/22/2021	24,504,938.91	25,000,000.00	23,014,769.00	0.375	1.018	1.032	07/28/2025	1,123
		Subtotal and Average		**24,504,938.91**	**25,000,000.00**	**23,014,769.00**		**1.019**	**1.033**		**1,123**
Supranationals											
45818WBP0	38317	IADB	12/21/2017	45,000,306.12	45,000,000.00	44,990,126.55	1.114	1.480	1.500	07/15/2022	14
4581X0DF2	39495	IADB	04/29/2019	17,054,096.97	17,000,000.00	16,896,130.00	2.625	2.372	2.405	01/16/2024	564
4581X0DR6	40721	IADB	11/04/2020	45,000,000.00	45,000,000.00	45,083,915.10	0.409	1.160	1.176	02/04/2025	949
459058GQ0	39367	INTL BANK RECON & DEVELOP	04/02/2019	5,012,242.42	5,000,000.00	4,960,250.60	2.500	2.315	2.347	03/19/2024	627
45906M2B6	40684	INTL BANK RECON & DEVELOP	10/27/2020	25,086,590.29	25,000,000.00	25,131,781.75	0.853	0.990	1.003	06/17/2024	717
459058JL8	40688	INTL BANK RECON & DEVELOP	10/28/2020	2,498,121.38	2,500,000.00	2,294,904.13	0.500	0.515	0.522	10/28/2025	1,215
459058JL8	40689	INTL BANK RECON & DEVELOP	10/28/2020	14,988,728.25	15,000,000.00	13,769,424.75	0.500	0.515	0.522	10/28/2025	1,215
459058JM6	40773	INTL BANK RECON & DEVELOP	11/24/2020	12,243,838.25	12,250,000.00	11,813,801.88	0.250	0.282	0.286	11/24/2023	511
459058JS3	41153	INTL BANK RECON & DEVELOP	05/28/2021	9,934,973.23	10,000,000.00	9,009,257.60	0.650	0.822	0.834	02/10/2026	1,320
45906M3C3	41948	INTL BANK RECON & DEVELOP	03/29/2022	24,982,995.13	25,000,000.00	24,679,725.00	2.250	2.258	2.290	03/28/2024	636
		Subtotal and Average		**201,801,892.04**	**201,750,000.00**	**198,629,317.36**		**1.352**	**1.370**		**647**
		Total Investments and Average		**11,103,252,552.00**	**11,100,958,312.74**	**10,827,797,372.60**		**1.236**	**1.253**		**738**

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Fund WK - WORKERS COMP
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Mortgage Backed Securities (MBS)											
3137F2LJ3	42115	FHLMC Multi-Family	05/03/2022	998,203.13	1,000,000.00	984,058.70	3.117	3.088	3.131	06/25/2027	1,820
3137BRQK4	42233	FHLMC Multi-Family	05/31/2022	1,965,625.00	2,000,000.00	1,927,469.80	2.624	2.994	3.036	08/25/2026	1,516
3138LGKH8	39318	FNMA Multi-Family	03/19/2019	2,953,125.00	3,000,000.00	2,984,112.75	2.470	2.794	2.833	01/01/2024	549
3136AEX69	40525	FNMA Multi-Family	06/26/2020	245,358.67	236,223.47	234,565.96	2.389	0.728	0.739	01/25/2023	208
		Subtotal and Average		**6,162,311.80**	**6,236,223.47**	**6,130,207.21**		**2.824**	**2.863**		**1,049**
Federal Agency Bonds											
3133EJZH5	38879	FFCB NOTES	10/05/2018	999,552.67	1,000,000.00	1,002,030.63	2.800	2.997	3.038	09/13/2022	74
3133ENRZ5	41918	FFCB NOTES	03/17/2022	1,991,938.96	2,000,000.00	1,943,415.24	1.950	2.075	2.104	03/17/2025	990
3130A0F70	39114	FHLB NOTES	12/24/2018	1,511,141.29	1,500,000.00	1,508,517.65	3.375	2.778	2.817	12/08/2023	525
3135G03U5	40497	FNMA NOTES	05/07/2020	1,501,299.86	1,500,000.00	1,403,944.07	0.625	0.585	0.593	04/22/2025	1,026
		Subtotal and Average		**6,003,932.78**	**6,000,000.00**	**5,857,907.59**		**2.033**	**2.061**		**729**
Federal Agency Bonds - CALLABLE											
3130AJLA5	40503	FHLB NOTES	05/19/2020	3,000,000.00	3,000,000.00	2,815,204.80	0.750	0.739	0.750	05/19/2025	1,053
3130AJLA5	40504	FHLB NOTES	05/19/2020	2,000,000.00	2,000,000.00	1,876,803.20	0.750	0.739	0.750	05/19/2025	1,053
3130AKYH3	41962	FHLB NOTES	03/31/2022	1,843,149.09	2,000,000.00	1,784,593.20	0.830	2.618	2.655	02/10/2027	1,685
3134GW6E1	40718	FHLMC NOTES	11/02/2020	2,500,000.00	2,500,000.00	2,416,323.88	0.320	0.315	0.320	11/02/2023	489
		Subtotal and Average		**9,343,149.09**	**9,500,000.00**	**8,892,925.08**		**0.997**	**1.011**		**1,026**
US Treasury Notes											
91282CAM3	41726	U.S. TREASURY NOTES	12/30/2021	2,915,828.32	3,000,000.00	2,743,944.00	0.250	1.118	1.134	09/30/2025	1,187
		Subtotal and Average		**2,915,828.32**	**3,000,000.00**	**2,743,944.00**		**1.119**	**1.134**		**1,187**
Money Market											
SYS34789	34789	BLACKKROCK TREASURY LIQ FUND	12/26/2013	3,249,108.65	3,249,108.65	3,249,108.65	1.340	1.321	1.340		1
		Subtotal and Average		**3,249,108.65**	**3,249,108.65**	**3,249,108.65**		**1.322**	**1.340**		**1**
Supranationals											
459058JL8	40695	INTL BANK RECON & DEVELOP	10/28/2020	2,498,121.38	2,500,000.00	2,294,904.13	0.500	0.515	0.522	10/28/2025	1,215
		Subtotal and Average		**2,498,121.38**	**2,500,000.00**	**2,294,904.13**		**0.516**	**0.523**		**1,215**
		Total Investments and Average		**30,172,452.02**	**30,485,332.12**	**29,168,996.66**		**1.583**	**1.605**		**892**

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Fund WK - WORKERS COMP
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Days To Date Maturity

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Fund PCF - PARK CHARTER FUND
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Federal Agency Bonds											
3133ENRZ5	41917	FFCB NOTES	03/17/2022	995,969.48	1,000,000.00	971,707.62	1.950	2.075	2.104	03/17/2025	990
		Subtotal and Average		**995,969.48**	**1,000,000.00**	**971,707.62**		**2.075**	**2.104**		**990**
Federal Agency Bonds - CALLABLE											
3130AKYH3	41961	FHLB NOTES	03/31/2022	460,787.27	500,000.00	446,148.30	0.830	2.618	2.655	02/10/2027	1,685
3134GW6E1	40717	FHLMC NOTES	11/02/2020	1,000,000.00	1,000,000.00	966,529.55	0.320	0.315	0.320	11/02/2023	489
		Subtotal and Average		**1,460,787.27**	**1,500,000.00**	**1,412,677.85**		**1.042**	**1.057**		**866**
US Treasury Notes											
91282CAM3	41727	U.S. TREASURY NOTES	12/30/2021	971,942.78	1,000,000.00	914,648.00	0.250	1.118	1.134	09/30/2025	1,187
		Subtotal and Average		**971,942.78**	**1,000,000.00**	**914,648.00**		**1.119**	**1.134**		**1,187**
Money Market											
SYS33657	33657	BLACKKROCK TREASURY LIQ FUND	09/30/2012	1,003,379.64	1,003,379.64	1,003,379.64	1.340	1.321	1.340		1
		Subtotal and Average		**1,003,379.64**	**1,003,379.64**	**1,003,379.64**		**1.322**	**1.340**		**1**
		Total Investments and Average		**4,432,079.17**	**4,503,379.64**	**4,302,413.11**		**1.354**	**1.373**		**768**

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Fund SJE - SAN JOSE- EVERGREEN
Investments by Fund
June 30, 2022

CUSIP	Investment #	Issuer	Purchase Date	Book Value	Par Value	Market Value	Current Rate	YTM 360	YTM 365	Maturity Date	Days To Maturity
Municipal Bonds											
041042UP5	40021	ARKANSAS ST	11/07/2019	502,318.10	500,000.00	501,965.00	3.000	1.094	1.110	10/01/2022	92
13063C5Q9	37543	CALIFORNIA ST	03/14/2017	501,235.00	500,000.00	501,440.00	5.000	1.844	1.870	08/01/2022	31
13063DSG4	40064	CALIFORNIA ST	11/20/2019	506,412.82	500,000.00	506,205.00	5.000	1.065	1.080	11/01/2022	123
246381NB9	39874	DELAWARE ST	09/23/2019	528,718.11	500,000.00	524,415.00	5.000	1.242	1.260	02/01/2024	580
373385CF8	40048	GEORGIA ST	11/15/2019	500,000.00	500,000.00	500,000.00	5.000	1.075	1.090	07/01/2022	0
419792JY3	39790	Hawaii State	08/30/2019	524,968.73	500,000.00	519,445.00	5.000	0.907	0.920	10/01/2023	457
57582RWB8	39846	MASSACHUSETTS ST	09/13/2019	500,000.00	500,000.00	500,000.00	5.000	1.154	1.170	07/01/2022	0
57582RQU3	40039	MASSACHUSETTS ST	11/13/2019	104,975.46	100,000.00	104,206.00	5.000	1.154	1.170	11/01/2023	488
574193KT4	39795	MARYLAND ST	08/30/2019	100,325.92	100,000.00	100,278.00	5.000	1.006	1.020	08/01/2022	31
574193RL4	39807	MARYLAND ST	09/04/2019	521,079.96	500,000.00	517,740.00	5.000	1.006	1.020	08/01/2023	396
574193PA0	40057	MARYLAND ST	11/19/2019	300,957.87	300,000.00	300,834.00	5.000	1.085	1.100	08/01/2022	31
60412AQP1	39803	MINNESOTA ST	09/03/2019	521,366.90	500,000.00	517,740.00	5.000	0.957	0.970	08/01/2023	396
6041297C4	39813	MINNESOTA ST	09/05/2019	501,629.64	500,000.00	501,410.00	5.000	1.006	1.020	08/01/2022	31
60412ADC4	40040	MINNESOTA ST	11/13/2019	401,290.37	400,000.00	401,128.00	5.000	1.115	1.131	08/01/2022	31
658256Z21	39792	NORTH CAROLINA ST	08/30/2019	518,092.60	500,000.00	515,540.00	5.000	0.956	0.970	06/01/2023	335
677522Q80	40063	OHIO ST	11/20/2019	512,486.71	500,000.00	511,475.00	5.000	1.155	1.171	03/01/2023	243
68609BSH1	39791	OREGON ST	08/30/2019	536,137.19	500,000.00	527,685.00	5.000	0.948	0.961	05/01/2024	670
882723RA9	40026	TEXAS STATE REFUNDING	11/08/2019	514,196.52	500,000.00	512,665.00	5.000	1.114	1.130	04/01/2023	274
917542UG5	40033	UTAH ST	11/12/2019	518,797.56	500,000.00	516,605.00	5.000	1.134	1.150	07/01/2023	365
9242582V7	39794	VERMONT ST	08/30/2019	512,299.31	500,000.00	510,680.00	5.000	0.956	0.970	02/15/2023	229
93974DM70	40027	WASHINGTON ST	11/08/2019	592,565.25	550,000.00	583,484.00	5.000	1.154	1.170	08/01/2024	762
956553XU0	40032	West Virginia State	11/12/2019	584,209.16	565,000.00	582,198.60	5.000	1.183	1.200	06/01/2023	335
		Subtotal and Average		**10,304,063.18**	**10,015,000.00**	**10,257,138.60**		**1.107**	**1.123**		**284**
Money Market - Tax Exempt											
SYS33615	33615	Dreyfus Tax Exempt Inst	09/25/2012	0.00	0.00	0.00	0.790	0.779	0.790		1
60934N666	42335	FEDERATED TAX EXEMPT	06/29/2022	10,991,963.97	10,991,963.97	10,991,963.97	0.800	0.789	0.800		1
		Subtotal and Average		**10,991,963.97**	**10,991,963.97**	**10,991,963.97**		**0.789**	**0.800**		**1**
		Total Investments and Average		**21,296,027.15**	**21,006,963.97**	**21,249,102.57**		**0.943**	**0.956**		**137**

SANTA CLARA COUNTY INVESTMENTS
Transaction Activity Report
April 1, 2022 - June 30, 2022
Sorted by Transaction Date - Transaction Date
COMMINGLED POOL Fund

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41963	COMM	16536JD46	CHES DISC NOTE	Purchase	04/01/2022	CHESHAM FINANCE	74,998,000.00			-74,998,000.00
41964	COMM	3135G06L2	FEDERAL NATL MTG	Purchase	04/01/2022	FNMA NOTES	18,503,269.44			-18,503,269.44
41965	COMM	5148X1D42	LANDES DISC NOTE	Purchase	04/01/2022	LANDES	124,996,666.67			-124,996,666.67
41966	COMM	63873KD46	NATXNY DISC NOTE	Purchase	04/01/2022	Natixis NY Branch	49,998,750.00			-49,998,750.00
40391	COMM	31422BWJ5	FEDERAL AGRIC	Redemption	04/01/2022	FARMER MAC		20,000,000.00		20,000,000.00
41959	COMM	16536JD12	CHES DISC NOTE	Redemption	04/01/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
40391	COMM	31422BWJ5	FEDERAL AGRIC	Interest	04/01/2022	FARMER MAC			13,288.89	13,288.89
40585	COMM	3133ELVQ4	FEDERAL FARM CR	Interest	04/01/2022	FFCB NOTES			71,250.00	71,250.00
		Totals for 04/01/2022					**268,496,686.11**	**95,000,000.00**	**84,538.89**	**-173,412,147.22**
41967	COMM	02314QJK6	AMZN DISC NOTE	Purchase	04/04/2022	Amazon	49,743,333.33			-49,743,333.33
41968	COMM	16536JD53	CHES DISC NOTE	Purchase	04/04/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
41969	COMM	5148X1D59	LANDES DISC NOTE	Purchase	04/04/2022	LANDES	124,998,888.90			-124,998,888.90
41970	COMM	63873KD53	NATXNY DISC NOTE	Purchase	04/04/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
41719	COMM	88602UD49	TBLLC DISC NOTE	Redemption	04/04/2022	Thunder Bay Funding		25,000,000.00		25,000,000.00
41963	COMM	16536JD46	CHES DISC NOTE	Redemption	04/04/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
41965	COMM	5148X1D42	LANDES DISC NOTE	Redemption	04/04/2022	LANDES		125,000,000.00		125,000,000.00
41966	COMM	63873KD46	NATXNY DISC NOTE	Redemption	04/04/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
41627	COMM	63873QRK2	NATXNY BRANCH	Interest	04/04/2022	Natixis NY Branch			20,652.80	20,652.80
34292	COMM	SYS34292	MSTI 0.%	Interest	04/04/2022	MORGAN STANLEY			0.15	0.15
34292	COMM	SYS34292	MSTI 0.%	Purchase	04/04/2022	MORGAN STANLEY	0.15			-0.15
37590	COMM	SYS37590	JPM TE 0.44%	Interest	04/04/2022	JP MORGAN US			4,438.52	4,438.52
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	04/04/2022	JP MORGAN US	4,438.52			-4,438.52
40461	COMM	SYS40461	DGCXX 0.%	Interest	04/04/2022	DREYFUS			1,068.75	1,068.75
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/04/2022	DREYFUS	1,068.75			-1,068.75
		Totals for 04/04/2022					**299,746,646.32**	**275,000,000.00**	**26,160.22**	**-24,720,486.10**
41971	COMM	16536JD61	CHES DISC NOTE	Purchase	04/05/2022	CHESHAM FINANCE	74,999,333.25			-74,999,333.25
41972	COMM	16536JE60	CHES DISC NOTE	Purchase	04/05/2022	CHESHAM FINANCE	49,980,625.00			-49,980,625.00
41973	COMM	5148X1D67	LANDES DISC NOTE	Purchase	04/05/2022	LANDES	124,998,888.75			-124,998,888.75
41974	COMM	63873KD61	NATXNY DISC NOTE	Purchase	04/05/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
37783	COMM	3135G0T45	FEDERAL NATL MTG	Redemption	04/05/2022	FNMA NOTES		40,000,000.00		40,000,000.00
41968	COMM	16536JD53	CHES DISC NOTE	Redemption	04/05/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
41969	COMM	5148X1D59	LANDES DISC NOTE	Redemption	04/05/2022	LANDES		125,000,000.00		125,000,000.00
41970	COMM	63873KD53	NATXNY DISC NOTE	Redemption	04/05/2022	Natixis NY Branch		50,000,000.00		50,000,000.00

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
37783	COMM	3135G0T45	FEDERAL NATL MTG	Interest	04/05/2022	FNMA NOTES			375,000.00	**375,000.00**
38163	COMM	3135G0T78	FEDERAL NATL MTG	Interest	04/05/2022	FNMA NOTES			50,000.00	**50,000.00**
41073	COMM	58989V2C7	MET LI 0.7% MAT	Interest	04/05/2022	MET LIFE GLOBAL			35,000.00	**35,000.00**
		Totals for 04/05/2022					**299,978,430.33**	**290,000,000.00**	**460,000.00**	**-9,518,430.33**
41975	COMM	16536JD79	CHES DISC NOTE	Purchase	04/06/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
41976	COMM	5148X1D75	LANDES DISC NOTE	Purchase	04/06/2022	LANDES	124,998,888.90			**-124,998,888.90**
41977	COMM	63873KD79	NATXNY DISC NOTE	Purchase	04/06/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
41971	COMM	16536JD61	CHES DISC NOTE	Redemption	04/06/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41973	COMM	5148X1D67	LANDES DISC NOTE	Redemption	04/06/2022	LANDES		125,000,000.00		**125,000,000.00**
41974	COMM	63873KD61	NATXNY DISC NOTE	Redemption	04/06/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
		Totals for 04/06/2022					**249,997,805.57**	**250,000,000.00**		**2,194.43**
41979	COMM	16536JD87	CHES DISC NOTE	Purchase	04/07/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
41980	COMM	5148X1D83	LANDES DISC NOTE	Purchase	04/07/2022	LANDES	124,998,888.90			**-124,998,888.90**
41981	COMM	63873KD87	NATXNY DISC NOTE	Purchase	04/07/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
41978	COMM	740189AM7	PCP 3.25% MAT	Purchase	04/07/2022	PRECISION	10,672,199.78			**-10,672,199.78**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/07/2022	DREYFUS	200,000,000.00			**-200,000,000.00**
41975	COMM	16536JD79	CHES DISC NOTE	Redemption	04/07/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41976	COMM	5148X1D75	LANDES DISC NOTE	Redemption	04/07/2022	LANDES		125,000,000.00		**125,000,000.00**
41977	COMM	63873KD79	NATXNY DISC NOTE	Redemption	04/07/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
41746	COMM	3130AQLS0	FEDERAL HOME LN	Interest	04/07/2022	FHLB NOTES			14,616.66	**14,616.66**
		Totals for 04/07/2022					**460,670,005.35**	**250,000,000.00**	**14,616.66**	**-210,655,388.69**
41982	COMM	16536JDB0	CHES DISC NOTE	Purchase	04/08/2022	CHESHAM FINANCE	74,998,000.00			**-74,998,000.00**
41983	COMM	5148X1DB6	LANDES DISC NOTE	Purchase	04/08/2022	LANDES	124,996,666.67			**-124,996,666.67**
41984	COMM	63873KDB0	NATXNY DISC NOTE	Purchase	04/08/2022	Natixis NY Branch	49,998,750.00			**-49,998,750.00**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	04/08/2022	JP MORGAN US	150,000,000.00			**-150,000,000.00**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/08/2022	DREYFUS	150,000,000.00			**-150,000,000.00**
41979	COMM	16536JD87	CHES DISC NOTE	Redemption	04/08/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
41980	COMM	5148X1D83	LANDES DISC NOTE	Redemption	04/08/2022	LANDES		125,000,000.00		**125,000,000.00**
41981	COMM	63873KD87	NATXNY DISC NOTE	Redemption	04/08/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40445	COMM	3133ELVX9	FEDERAL FARM CR	Interest	04/08/2022	FFCB NOTES			65,625.00	**65,625.00**
		Totals for 04/08/2022					**549,993,416.67**	**250,000,000.00**	**65,625.00**	**-299,927,791.67**
41990	COMM	037833CJ7	APPLE INC, SR GLBL	Purchase	04/11/2022	APPLE INC	11,904,953.26			**-11,904,953.26**
41989	COMM	SYS41989	BCREPO 0.25% MAT	Purchase	04/11/2022	BARCLAYS CAPITAL	10,000,000.00			**-10,000,000.00**
41986	COMM	22533UDC4	CACPNY DISC NOTE	Purchase	04/11/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**
41985	COMM	16536JDC8	CHES DISC NOTE	Purchase	04/11/2022	CHESHAM FINANCE	74,999,333.33			**-74,999,333.33**
42004	COMM	16536JDC8	CHES DISC NOTE	Purchase	04/11/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
41987	COMM	5148X1DC4	LANDES DISC NOTE	Purchase	04/11/2022	LANDES	124,998,888.90			**-124,998,888.90**
41988	COMM	63873KDC8	NATXNY DISC NOTE	Purchase	04/11/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	04/11/2022	JP MORGAN US	50,000,000.00			-50,000,000.00
40461	COMM	SYS40461	DGCXX 0.%	Purchase	04/11/2022	DREYFUS	100,000,000.00			-100,000,000.00
41982	COMM	16536JDB0	CHES DISC NOTE	Redemption	04/11/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
41983	COMM	5148X1DB6	LANDES DISC NOTE	Redemption	04/11/2022	LANDES		125,000,000.00		125,000,000.00
41984	COMM	63873KDB0	NATXNY DISC NOTE	Redemption	04/11/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	04/11/2022	Carvana Auto			6,125.00	6,125.00
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	04/11/2022	Carvana Auto		334,203.75		334,203.75
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Interest	04/11/2022	Carvana Auto			2,899.35	2,899.35
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Redemption	04/11/2022	Carvana Auto		926,487.95		926,487.95
		Totals for 04/11/2022					**521,901,897.71**	**251,260,691.70**	**9,024.35**	**-270,632,181.66**
41991	COMM	037833CJ7	APPLE INC, SR GLBL	Purchase	04/12/2022	APPLE INC	12,043,184.63			-12,043,184.63
42003	COMM	SYS42003	BCREPO 0.25% MAT	Purchase	04/12/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
41994	COMM	22533UDD2	CACPNY DISC NOTE	Purchase	04/12/2022	CREDIT AGRICOLE	49,999,583.33			-49,999,583.33
41992	COMM	16536JDD6	CHES DISC NOTE	Purchase	04/12/2022	CHESHAM FINANCE	49,999,555.56			-49,999,555.56
41993	COMM	16536JDD6	CHES DISC NOTE	Purchase	04/12/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
41996	COMM	313385XE1	FHDN DISC NOTE	Purchase	04/12/2022	FHLB DISCOUNT	99,958,000.00			-99,958,000.00
41995	COMM	3130ARJT9	FEDERAL HOME	Purchase	04/12/2022	FHLB NOTES	25,000,000.00			-25,000,000.00
41997	COMM	5148X1DD2	LANDES DISC NOTE	Purchase	04/12/2022	LANDES	124,998,888.90			-124,998,888.90
41998	COMM	63873KDD6	NATXNY DISC NOTE	Purchase	04/12/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
41999	COMM	742718ER6	PROCTER &	Purchase	04/12/2022	PROCTER &	10,727,883.04			-10,727,883.04
42000	COMM	82124MFQ8	SHEF DISC NOTE	Purchase	04/12/2022	SHEFFIELD	24,956,909.72			-24,956,909.72
42001	COMM	82124MGS3	SHEF DISC NOTE	Purchase	04/12/2022	SHEFFIELD	49,854,166.67			-49,854,166.67
42002	COMM	912796U80	UNITED STATES	Purchase	04/12/2022	U.S. TREASURY	49,992,805.56			-49,992,805.56
39439	COMM	89236TFX8	TOYOTA MOTOR	Redemption	04/12/2022	TOYOTA MOTOR		25,000,000.00		25,000,000.00
39452	COMM	89236TFX8	TOYOTA MOTOR	Redemption	04/12/2022	TOYOTA MOTOR		15,000,000.00		15,000,000.00
41985	COMM	16536JDC8	CHES DISC NOTE	Redemption	04/12/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
41986	COMM	22533UDC4	CACPNY DISC NOTE	Redemption	04/12/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
41987	COMM	5148X1DC4	LANDES DISC NOTE	Redemption	04/12/2022	LANDES		125,000,000.00		125,000,000.00
41988	COMM	63873KDC8	NATXNY DISC NOTE	Redemption	04/12/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
41989	COMM	SYS41989	BCREPO 0.25% MAT	Redemption	04/12/2022	BARCLAYS CAPITAL		10,000,000.00		10,000,000.00
42004	COMM	16536JDC8	CHES DISC NOTE	Redemption	04/12/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
39439	COMM	89236TFX8	TOYOTA MOTOR	Interest	04/12/2022	TOYOTA MOTOR			331,250.00	331,250.00
39452	COMM	89236TFX8	TOYOTA MOTOR	Interest	04/12/2022	TOYOTA MOTOR			198,750.00	198,750.00
41989	COMM	SYS41989	BCREPO 0.25% MAT	Interest	04/12/2022	BARCLAYS CAPITAL			69.44	69.44
		Totals for 04/12/2022					**822,529,894.08**	**400,000,000.00**	**530,069.44**	**-421,999,824.64**
42005	COMM	023135CF1	AMAZON COM INC,	Purchase	04/13/2022	Amazon	39,917,600.00			-39,917,600.00
42012	COMM	SYS42012	BCREPO 0.25% MAT	Purchase	04/13/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42008	COMM	22533UDE0	CACPNY DISC NOTE	Purchase	04/13/2022	CREDIT AGRICOLE	49,999,583.33			-49,999,583.33
42006	COMM	16536JDE4	CHES DISC NOTE	Purchase	04/13/2022	CHESHAM FINANCE	49,999,555.56			-49,999,555.56

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42007	COMM	16536JDE4	CHES DISC NOTE	Purchase	04/13/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
42009	COMM	362585AC5	GMCAR 3.1% MAT	Purchase	04/13/2022	GM FINANCIAL	11,497,596.50			-11,497,596.50
42010	COMM	5148X1DE0	LANDES DISC NOTE	Purchase	04/13/2022	LANDES	124,998,888.90			-124,998,888.90
42011	COMM	63873KDE4	NATXNY DISC NOTE	Purchase	04/13/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
42020	COMM	98163NAC0	WOLS 3.21% MAT	Purchase	04/13/2022	WORLD OMNI	2,999,584.50			-2,999,584.50
41992	COMM	16536JDD6	CHES DISC NOTE	Redemption	04/13/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
41993	COMM	16536JDD6	CHES DISC NOTE	Redemption	04/13/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
41994	COMM	22533UDD2	CACPNY DISC NOTE	Redemption	04/13/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
41997	COMM	5148X1DD2	LANDES DISC NOTE	Redemption	04/13/2022	LANDES		125,000,000.00		125,000,000.00
41998	COMM	63873KDD6	NATXNY DISC NOTE	Redemption	04/13/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42003	COMM	SYS42003	BCREPO 0.25% MAT	Redemption	04/13/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
41058	COMM	3133EMVP4	FEDERAL FARM CR	Interest	04/13/2022	FFCB NOTES			21,875.00	21,875.00
42003	COMM	SYS42003	BCREPO 0.25% MAT	Interest	04/13/2022	BARCLAYS CAPITAL			1,388.89	1,388.89
		Totals for 04/13/2022					**604,411,725.46**	**550,000,000.00**	**23,263.89**	**-54,388,461.57**
42019	COMM	SYS42019	BCREPO 0.25% MAT	Purchase	04/14/2022	BARCLAYS CAPITAL	202,000,000.00			-202,000,000.00
42015	COMM	22533UDJ9	CACPNY DISC NOTE	Purchase	04/14/2022	CREDIT AGRICOLE	49,998,333.33			-49,998,333.33
42013	COMM	16536JDJ3	CHES DISC NOTE	Purchase	04/14/2022	CHESHAM FINANCE	49,998,222.22			-49,998,222.22
42014	COMM	16536JDJ3	CHES DISC NOTE	Purchase	04/14/2022	CHESHAM FINANCE	74,997,333.33			-74,997,333.33
42016	COMM	5148X1DJ9	LANDES DISC NOTE	Purchase	04/14/2022	LANDES	124,995,555.55			-124,995,555.55
42017	COMM	63873KDJ3	NATXNY DISC NOTE	Purchase	04/14/2022	Natixis NY Branch	49,998,333.33			-49,998,333.33
42018	COMM	67983UGN7	OLDLLC DISC NOTE	Purchase	04/14/2022	OLD LINE FUNDING	49,861,125.00			-49,861,125.00
42006	COMM	16536JDE4	CHES DISC NOTE	Redemption	04/14/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42007	COMM	16536JDE4	CHES DISC NOTE	Redemption	04/14/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42008	COMM	22533UDE0	CACPNY DISC NOTE	Redemption	04/14/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
42010	COMM	5148X1DE0	LANDES DISC NOTE	Redemption	04/14/2022	LANDES		125,000,000.00		125,000,000.00
42011	COMM	63873KDE4	NATXNY DISC NOTE	Redemption	04/14/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42012	COMM	SYS42012	BCREPO 0.25% MAT	Redemption	04/14/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
41063	COMM	3133EMVS8	FEDERAL FARM CR	Interest	04/14/2022	FFCB NOTES			138,000.00	138,000.00
42012	COMM	SYS42012	BCREPO 0.25% MAT	Interest	04/14/2022	BARCLAYS CAPITAL			1,388.89	1,388.89
		Totals for 04/14/2022					**601,848,902.76**	**550,000,000.00**	**139,388.89**	**-51,709,513.87**
8506	COMM	SYS8506	LAIF 1.65%	Purchase	04/15/2022	LOCAL AGENCY	34,052.49			-34,052.49
38958	COMM	89231PAD0	TAOT 3.18% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		0.01		0.01
40392	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2022	MERCEDES-BENZ		0.05		0.05
40410	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2022	MERCEDES-BENZ		0.01		0.01
40608	COMM	58769EAB4	MBALT 0.31% MAT	Redemption	04/15/2022	MERCEDES-BENZ		0.01		0.01
38958	COMM	89231PAD0	TAOT 3.18% MAT	Interest	04/15/2022	TOYOTA AUTO REC			524.68	524.68
38958	COMM	89231PAD0	TAOT 3.18% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		197,992.94		197,992.94
38958	COMM	89231PAD0	TAOT 3.18% MAT	Interest	04/15/2022	TOYOTA AUTO REC				0.00
38958	COMM	89231PAD0	TAOT 3.18% MAT	Redemption	04/15/2022	TOYOTA AUTO REC				0.00

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

Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39578	COMM	65479HAC1	NAROT 2.5% MAT	Interest	04/15/2022	Nissan Auto Receivab			11,238.36	**11,238.36**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Redemption	04/15/2022	Nissan Auto Receivab		884,844.92		**884,844.92**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Interest	04/15/2022	Capital One Prime Au			3,746.32	**3,746.32**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Redemption	04/15/2022	Capital One Prime Au		391,360.24		**391,360.24**
39706	COMM	477870AC3	JDOT 2.21% MAT	Interest	04/15/2022	JOHN DEERE			4,158.15	**4,158.15**
39706	COMM	477870AC3	JDOT 2.21% MAT	Redemption	04/15/2022	JOHN DEERE		443,976.51		**443,976.51**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Interest	04/15/2022	HONDA AUTO			3,831.60	**3,831.60**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Redemption	04/15/2022	HONDA AUTO		410,959.04		**410,959.04**
39811	COMM	14041NFU0	COMET 1.72% MAT	Interest	04/15/2022	Capital One Multi Ex			50,166.66	**50,166.66**
39811	COMM	14041NFU0	COMET 1.72% MAT	Redemption	04/15/2022	Capital One Multi Ex		1,356,431.98		**1,356,431.98**
39883	COMM	58769TAD7	MBART 1.93% MAT	Interest	04/15/2022	MERCEDES -BENZ			15,019.75	**15,019.75**
39883	COMM	58769TAD7	MBART 1.93% MAT	Redemption	04/15/2022	MERCEDES -BENZ		1,382,204.79		**1,382,204.79**
40017	COMM	44891JAC2	HART 1.94% MAT	Interest	04/15/2022	HYUNDAI AUTO			6,894.02	**6,894.02**
40017	COMM	44891JAC2	HART 1.94% MAT	Redemption	04/15/2022	HYUNDAI AUTO		660,184.92		**660,184.92**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Interest	04/15/2022	TOYOTA AUTO REC			15,594.11	**15,594.11**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		1,180,741.69		**1,180,741.69**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Interest	04/15/2022	ALLY Auto			7,735.26	**7,735.26**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Redemption	04/15/2022	ALLY Auto		642,967.07		**642,967.07**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Interest	04/15/2022	Harley-Davidson Moto			7,226.12	**7,226.12**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Redemption	04/15/2022	Harley-Davidson Moto		578,902.34		**578,902.34**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Interest	04/15/2022	CHASE ISSUANCE			34,425.00	**34,425.00**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Redemption	04/15/2022	CHASE ISSUANCE		893,763.16		**893,763.16**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	04/15/2022	Capital One Prime Au			22,292.93	**22,292.93**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	04/15/2022	Capital One Prime Au		1,463,981.85		**1,463,981.85**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Interest	04/15/2022	MERCEDES-BENZ			5,623.14	**5,623.14**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2022	MERCEDES-BENZ		3,667,263.09		**3,667,263.09**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Interest	04/15/2022	MERCEDES-BENZ				**0.00**
40392	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2022	MERCEDES-BENZ				**0.00**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Interest	04/15/2022	MERCEDES-BENZ			1,124.63	**1,124.63**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2022	MERCEDES-BENZ		733,452.62		**733,452.62**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Interest	04/15/2022	MERCEDES-BENZ				**0.00**
40410	COMM	58770FAC6	MBALT 1.84% MAT	Redemption	04/15/2022	MERCEDES-BENZ				**0.00**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	04/15/2022	MERCEDES -BENZ			1,836.50	**1,836.50**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	04/15/2022	MERCEDES -BENZ		338,044.32		**338,044.32**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	04/15/2022	JOHN DEERE			1,586.79	**1,586.79**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	04/15/2022	JOHN DEERE		358,983.23		**358,983.23**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Interest	04/15/2022	MERCEDES-BENZ			24.84	**24.84**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Redemption	04/15/2022	MERCEDES-BENZ		96,147.47		**96,147.47**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Interest	04/15/2022	MERCEDES-BENZ				**0.00**
40608	COMM	58769EAB4	MBALT 0.31% MAT	Redemption	04/15/2022	MERCEDES-BENZ				**0.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	04/15/2022	TOYOTA AUTO REC			3,358.34	**3,358.34**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	04/15/2022	TOYOTA AUTO REC		441,858.99		**441,858.99**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	04/15/2022	World Omni Auto Rec'			3,500.00	**3,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	04/15/2022	World Omni Auto Rec'		334,994.57		**334,994.57**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	04/15/2022	Harley-Davidson Moto			185.45	**185.45**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	04/15/2022	Harley-Davidson Moto		407,326.23		**407,326.23**
40958	COMM	34532NAC9	FM 0.3% MAT	Interest	04/15/2022	FORD MOTOR			5,000.00	**5,000.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Redemption	04/15/2022	FORD MOTOR		531,454.47		**531,454.47**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	04/15/2022	JOHN DEERE			2,325.00	**2,325.00**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	04/15/2022	JOHN DEERE		199,945.98		**199,945.98**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	04/15/2022	HYUNDAI AUTO			3,008.34	**3,008.34**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	04/15/2022	HYUNDAI AUTO		243,457.63		**243,457.63**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	04/15/2022	TOYOTA AUTO REC			6,500.01	**6,500.01**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		712,765.58		**712,765.58**
41187	COMM	44891VAC5	HALST 0.33% MAT	Interest	04/15/2022	Hyundai Auto Lease S			6,187.50	**6,187.50**
41187	COMM	44891VAC5	HALST 0.33% MAT	Redemption	04/15/2022	Hyundai Auto Lease S		836,968.07		**836,968.07**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	04/15/2022	Nissan Auto Receivab			11,000.00	**11,000.00**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	04/15/2022	Nissan Auto Receivab		990,584.49		**990,584.49**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	04/15/2022	MERCEDES-BENZ			4,916.66	**4,916.66**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	04/15/2022	MERCEDES-BENZ		482,564.15		**482,564.15**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	04/15/2022	JOHN DEERE			3,466.66	**3,466.66**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	04/15/2022	JOHN DEERE		172,086.80		**172,086.80**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	04/15/2022	Capital One Multi Ex			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	04/15/2022	Capital One Multi Ex		477,608.79		**477,608.79**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	04/15/2022	Hyundai Auto Lease S			7,995.84	**7,995.84**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	04/15/2022	Hyundai Auto Lease S		839,274.93		**839,274.93**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	04/15/2022	MERCEDES -BENZ			7,762.49	**7,762.49**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	04/15/2022	MERCEDES -BENZ		416,528.01		**416,528.01**
41392	COMM	98163HAB5	WOART 0.29% MAT	Interest	04/15/2022	World Omni Auto Rec'			1,377.68	**1,377.68**
41392	COMM	98163HAB5	WOART 0.29% MAT	Redemption	04/15/2022	World Omni Auto Rec'		771,323.86		**771,323.86**
41397	COMM	345329AC0	FM 0.37% MAT	Interest	04/15/2022	FORD MOTOR			6,474.99	**6,474.99**
41397	COMM	345329AC0	FM 0.37% MAT	Redemption	04/15/2022	FORD MOTOR		698,035.70		**698,035.70**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	04/15/2022	Discover Card Execut			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	04/15/2022	Discover Card Execut		388,619.39		**388,619.39**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	04/15/2022	Capital One Prime Au			8,983.32	**8,983.32**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	04/15/2022	Capital One Prime Au		268,692.92		**268,692.92**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	04/15/2022	TOYOTA AUTO REC			6,804.17	**6,804.17**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		240,806.36		**240,806.36**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	04/15/2022	American Express			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	04/15/2022	American Express		584,938.03		**584,938.03**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	04/15/2022	Capital One Multi Ex			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	04/15/2022	Capital One Multi Ex		645,914.32		**645,914.32**
41718	COMM	89190GAB3	TAOT 0.14% MAT	Interest	04/15/2022	TOYOTA AUTO REC			287.24	**287.24**
41718	COMM	89190GAB3	TAOT 0.14% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		325,442.11		**325,442.11**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	04/15/2022	Hyundai Auto Lease S			12,808.34	**12,808.34**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	04/15/2022	Hyundai Auto Lease S		389,967.48		**389,967.48**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	04/15/2022	FORD CREDIT AUTO			12,900.00	**12,900.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	04/15/2022	FORD CREDIT AUTO		234,903.29		**234,903.29**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	04/15/2022	TOYOTA AUTO REC			13,325.00	**13,325.00**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	04/15/2022	TOYOTA AUTO REC		254,778.16		**254,778.16**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	04/15/2022	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	04/15/2022	HONDA AUTO		450,043.84		**450,043.84**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	04/15/2022	Nissan Auto Receivab			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	04/15/2022	Nissan Auto Receivab		313,011.18		**313,011.18**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	04/15/2022	JOHN DEERE			18,688.89	**18,688.89**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	04/15/2022	JOHN DEERE		174,099.23		**174,099.23**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	04/15/2022	American Express			32,321.25	**32,321.25**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	04/15/2022	American Express		310,858.93		**310,858.93**
8506	COMM	SYS8506	LAIF 1.65%	Interest	04/15/2022	LOCAL AGENCY			34,052.49	**34,052.49**
		Totals for 04/15/2022					**34,052.49**	**28,821,055.75**	**545,139.36**	**29,332,142.62**
42026	COMM	SYS42026	BCREPO 0.25% MAT	Purchase	04/18/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42023	COMM	22533UDK6	CACPNY DISC NOTE	Purchase	04/18/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**
42021	COMM	16536JDK0	CHES DISC NOTE	Purchase	04/18/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
42022	COMM	16536JDK0	CHES DISC NOTE	Purchase	04/18/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42024	COMM	5148X1DK6	LANDES DISC NOTE	Purchase	04/18/2022	LANDES	124,998,888.90			**-124,998,888.90**
42025	COMM	63873KDK0	NATXNY DISC NOTE	Purchase	04/18/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
42013	COMM	16536JDJ3	CHES DISC NOTE	Redemption	04/18/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42014	COMM	16536JDJ3	CHES DISC NOTE	Redemption	04/18/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42015	COMM	22533UDJ9	CACPNY DISC NOTE	Redemption	04/18/2022	CREDIT AGRICOLE		50,000,000.00		**50,000,000.00**
42016	COMM	5148X1DJ9	LANDES DISC NOTE	Redemption	04/18/2022	LANDES		125,000,000.00		**125,000,000.00**
42017	COMM	63873KDJ3	NATXNY DISC NOTE	Redemption	04/18/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42019	COMM	SYS42019	BCREPO 0.25% MAT	Redemption	04/18/2022	BARCLAYS CAPITAL		202,000,000.00		**202,000,000.00**
42019	COMM	SYS42019	BCREPO 0.25% MAT	Interest	04/18/2022	BARCLAYS CAPITAL			5,611.10	**5,611.10**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	04/18/2022	HONDA AUTO			3,534.16	**3,534.16**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	04/18/2022	HONDA AUTO		546,586.36		**546,586.36**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	04/18/2022	HONDA AUTO			6,150.01	**6,150.01**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	04/18/2022	HONDA AUTO		429,719.58		**429,719.58**
		Totals for 04/18/2022					**549,996,944.46**	**552,976,305.94**	**15,295.27**	**2,994,656.75**
42027	COMM	SYS42027	BCREPO 0.25% MAT	Purchase	04/19/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**

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42030	COMM	22533UDL4	CACPNY DISC NOTE	Purchase	04/19/2022	CREDIT AGRICOLE	49,999,583.33			-49,999,583.33
42028	COMM	16536JDL8	CHES DISC NOTE	Purchase	04/19/2022	CHESHAM FINANCE	49,999,555.56			-49,999,555.56
42029	COMM	16536JDL8	CHES DISC NOTE	Purchase	04/19/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
42031	COMM	5148X1DL4	LANDES DISC NOTE	Purchase	04/19/2022	LANDES	124,998,888.90			-124,998,888.90
42032	COMM	63873KDL8	NATXNY DISC NOTE	Purchase	04/19/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
42021	COMM	16536JDK0	CHES DISC NOTE	Redemption	04/19/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42022	COMM	16536JDK0	CHES DISC NOTE	Redemption	04/19/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42023	COMM	22533UDK6	CACPNY DISC NOTE	Redemption	04/19/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
42024	COMM	5148X1DK6	LANDES DISC NOTE	Redemption	04/19/2022	LANDES		125,000,000.00		125,000,000.00
42025	COMM	63873KDK0	NATXNY DISC NOTE	Redemption	04/19/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42026	COMM	SYS42026	BCREPO 0.25% MAT	Redemption	04/19/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
38317	COMM	45818WBP0	IADB 1.42917% MAT	Interest	04/19/2022	IADB			35,550.00	35,550.00
42026	COMM	SYS42026	BCREPO 0.25% MAT	Interest	04/19/2022	BARCLAYS CAPITAL			1,388.89	1,388.89
		Totals for 04/19/2022					**549,996,944.46**	**550,000,000.00**	**36,938.89**	**39,994.43**
42033	COMM	SYS42033	BCREPO 0.25% MAT	Purchase	04/20/2022	BARCLAYS CAPITAL	200,000,000.02			-200,000,000.02
42035	COMM	22533UDM2	CACPNY DISC NOTE	Purchase	04/20/2022	CREDIT AGRICOLE	99,999,166.66			-99,999,166.66
42034	COMM	16536JDM6	CHES DISC NOTE	Purchase	04/20/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
42038	COMM	3134GW5R3	FEDERAL HOME LN	Purchase	04/20/2022	FHLMC NOTES	34,278,783.61			-34,278,783.61
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Purchase	04/20/2022	FNMA Multi-Family	35,254,138.89			-35,254,138.89
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Purchase	04/20/2022	Harley-Davidson Moto	24,995,837.50			-24,995,837.50
42036	COMM	5148X1DM2	LANDES DISC NOTE	Purchase	04/20/2022	LANDES	124,998,888.90			-124,998,888.90
42037	COMM	63873KDM6	NATXNY DISC NOTE	Purchase	04/20/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
40341	COMM	36259KAD9	GMALT 1.67% MAT	Redemption	04/20/2022	GM Fin'cl Auto Leasi		0.01		0.01
41082	COMM	06417MNV3	BNSHOU 0.23% MAT	Redemption	04/20/2022	BANK OF NOVA		40,000,000.00		40,000,000.00
42027	COMM	SYS42027	BCREPO 0.25% MAT	Redemption	04/20/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
42028	COMM	16536JDL8	CHES DISC NOTE	Redemption	04/20/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42029	COMM	16536JDL8	CHES DISC NOTE	Redemption	04/20/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42030	COMM	22533UDL4	CACPNY DISC NOTE	Redemption	04/20/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
42031	COMM	5148X1DL4	LANDES DISC NOTE	Redemption	04/20/2022	LANDES		125,000,000.00		125,000,000.00
42032	COMM	63873KDL8	NATXNY DISC NOTE	Redemption	04/20/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
41082	COMM	06417MNV3	BNSHOU 0.23% MAT	Interest	04/20/2022	BANK OF NOVA			93,277.78	93,277.78
42027	COMM	SYS42027	BCREPO 0.25% MAT	Interest	04/20/2022	BARCLAYS CAPITAL			1,388.88	1,388.88
39612	COMM	92349GAA9	VERIZON OWNER	Interest	04/20/2022	VERIZON OWNER			18,749.43	18,749.43
39612	COMM	92349GAA9	VERIZON OWNER	Redemption	04/20/2022	VERIZON OWNER		1,993,701.85		1,993,701.85
39920	COMM	92348AAA3	VZOT 1.94% MAT	Interest	04/20/2022	VERIZON OWNER			20,961.77	20,961.77
39920	COMM	92348AAA3	VZOT 1.94% MAT	Redemption	04/20/2022	VERIZON OWNER		1,794,190.94		1,794,190.94
40341	COMM	36259KAD9	GMALT 1.67% MAT	Interest	04/20/2022	GM Fin'cl Auto Leasi			580.46	580.46
40341	COMM	36259KAD9	GMALT 1.67% MAT	Redemption	04/20/2022	GM Fin'cl Auto Leasi		417,090.35		417,090.35
40341	COMM	36259KAD9	GMALT 1.67% MAT	Interest	04/20/2022	GM Fin'cl Auto Leasi				0.00
40341	COMM	36259KAD9	GMALT 1.67% MAT	Redemption	04/20/2022	GM Fin'cl Auto Leasi				0.00

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40512	COMM	36259PAD8	GMALT 0.8% MAT	Interest	04/20/2022	GM Fin'cl Auto Leasi			691.60	**691.60**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Redemption	04/20/2022	GM Fin'cl Auto Leasi		231,134.78		**231,134.78**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	04/20/2022	VERIZON OWNER			11,456.26	**11,456.26**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	04/20/2022	VERIZON OWNER		926,483.57		**926,483.57**
40623	COMM	362569AC9	GMALT 0.45% MAT	Interest	04/20/2022	GM Fin'cl Auto Leasi			2,641.34	**2,641.34**
40623	COMM	362569AC9	GMALT 0.45% MAT	Redemption	04/20/2022	GM Fin'cl Auto Leasi		1,153,405.97		**1,153,405.97**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	04/20/2022	VERIZON OWNER			7,004.17	**7,004.17**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	04/20/2022	VERIZON OWNER		593,440.57		**593,440.57**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Interest	04/20/2022	Volkswagen Auto			2,437.50	**2,437.50**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Redemption	04/20/2022	Volkswagen Auto		345,510.81		**345,510.81**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	04/20/2022	GM Fin'cl Auto Leasi			1,787.51	**1,787.51**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	04/20/2022	GM Fin'cl Auto Leasi		376,458.63		**376,458.63**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	04/20/2022	Toyota Lease Owner			4,225.00	**4,225.00**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	04/20/2022	Toyota Lease Owner		523,194.05		**523,194.05**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	04/20/2022	Santander Retail Aut			6,566.25	**6,566.25**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	04/20/2022	Santander Retail Aut		554,623.63		**554,623.63**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	04/20/2022	Santander Retail Aut			3,125.00	**3,125.00**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	04/20/2022	Santander Retail Aut		215,371.69		**215,371.69**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Interest	04/20/2022	VERIZON MASTER			18,200.01	**18,200.01**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Redemption	04/20/2022	VERIZON MASTER		363,544.67		**363,544.67**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	04/20/2022	Toyota Lease Owner			31,033.33	**31,033.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	04/20/2022	Toyota Lease Owner		534,016.00		**534,016.00**
		Totals for 04/20/2022					**644,525,732.25**	**600,022,167.52**	**224,126.29**	**-44,279,438.44**
42041	COMM	SYS42038	BCREPO 0.25% MAT	Purchase	04/21/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42043	COMM	22533UDN0	CACPNY DISC NOTE	Purchase	04/21/2022	CREDIT AGRICOLE	99,999,166.66			**-99,999,166.66**
42042	COMM	16536JDN4	CHES DISC NOTE	Purchase	04/21/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Purchase	04/21/2022	FHLMC Multi-Family	22,029,981.11			**-22,029,981.11**
42044	COMM	5148X1DN0	LANDES DISC NOTE	Purchase	04/21/2022	LANDES	124,998,888.90			**-124,998,888.90**
42045	COMM	63873KDN4	NATXNY DISC NOTE	Purchase	04/21/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
42033	COMM	SYS42033	BCREPO 0.25% MAT	Redemption	04/21/2022	BARCLAYS CAPITAL		200,000,000.02		**200,000,000.02**
42034	COMM	16536JDM6	CHES DISC NOTE	Redemption	04/21/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42035	COMM	22533UDM2	CACPNY DISC NOTE	Redemption	04/21/2022	CREDIT AGRICOLE		100,000,000.00		**100,000,000.00**
42036	COMM	5148X1DM2	LANDES DISC NOTE	Redemption	04/21/2022	LANDES		125,000,000.00		**125,000,000.00**
42037	COMM	63873KDM6	NATXNY DISC NOTE	Redemption	04/21/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40657	COMM	3134GWZR0	FEDERAL HOME LN	Interest	04/21/2022	FHLMC NOTES			17,540.00	**17,540.00**
40862	COMM	3133EMLK6	FFCB FLOAT MAT	Interest	04/21/2022	FFCB NOTES			15,033.33	**15,033.33**
41081	COMM	64952WDT7	NEW YORK LIFE	Interest	04/21/2022	NEW YORK LIFE			37,222.00	**37,222.00**
42033	COMM	SYS42033	BCREPO 0.25% MAT	Interest	04/21/2022	BARCLAYS CAPITAL			1,388.91	**1,388.91**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Interest	04/21/2022	HONDA AUTO			7,877.36	**7,877.36**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Redemption	04/21/2022	HONDA AUTO		768,605.65		**768,605.65**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	04/21/2022	HONDA AUTO			15,145.37	**15,145.37**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	04/21/2022	HONDA AUTO		1,046,803.73		**1,046,803.73**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	04/21/2022	HONDA AUTO			2,643.75	**2,643.75**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	04/21/2022	HONDA AUTO		343,304.27		**343,304.27**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	04/21/2022	HONDA AUTO			10,266.66	**10,266.66**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	04/21/2022	HONDA AUTO		310,759.27		**310,759.27**
41717	COMM	43815MAD8	HAROT 2.54% MAT	Interest	04/21/2022	HONDA AUTO			7,450.67	**7,450.67**
41717	COMM	43815MAD8	HAROT 2.54% MAT	Redemption	04/21/2022	HONDA AUTO		113,604.22		**113,604.22**
		Totals for 04/21/2022					**572,026,953.34**	**552,583,077.16**	**114,568.05**	**-19,329,308.13**
42047	COMM	SYS42047	BCREPO 0.25% MAT	Purchase	04/22/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42050	COMM	22533UDR1	CACPNY DISC NOTE	Purchase	04/22/2022	CREDIT AGRICOLE	49,998,750.00			**-49,998,750.00**
42048	COMM	16536JDR5	CHES DISC NOTE	Purchase	04/22/2022	CHESHAM FINANCE	74,998,000.00			**-74,998,000.00**
42049	COMM	16536JDR5	CHES DISC NOTE	Purchase	04/22/2022	CHESHAM FINANCE	49,998,666.67			**-49,998,666.67**
42051	COMM	5148X1DR1	LANDES DISC NOTE	Purchase	04/22/2022	LANDES	124,996,666.67			**-124,996,666.67**
42052	COMM	63873KDR5	NATXNY DISC NOTE	Purchase	04/22/2022	Natixis NY Branch	49,998,750.00			**-49,998,750.00**
42053	COMM	912828Y95	UNITED STATES	Purchase	04/22/2022	U.S. TREASURY	43,276,294.89			**-43,276,294.89**
39569	COMM	90331HPC1	USB 2.65% MAT	Redemption	04/22/2022	U S BANK		14,984,100.00		**14,984,100.00**
39569	COMM	90331HPC1	USB 2.65% MAT	Cap G/L	04/22/2022	U S BANK		15,900.00		**15,900.00**
42041	COMM	SYS42038	BCREPO 0.25% MAT	Redemption	04/22/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42042	COMM	16536JDN4	CHES DISC NOTE	Redemption	04/22/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42043	COMM	22533UDN0	CACPNY DISC NOTE	Redemption	04/22/2022	CREDIT AGRICOLE		100,000,000.00		**100,000,000.00**
42044	COMM	5148X1DN0	LANDES DISC NOTE	Redemption	04/22/2022	LANDES		125,000,000.00		**125,000,000.00**
42045	COMM	63873KDN4	NATXNY DISC NOTE	Redemption	04/22/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
39569	COMM	90331HPC1	USB 2.65% MAT	Interest	04/22/2022	U S BANK			164,520.84	**164,520.84**
40489	COMM	3135G03U5	FNMA 0.625% MAT	Interest	04/22/2022	FNMA NOTES			21,875.00	**21,875.00**
42041	COMM	SYS42038	BCREPO 0.25% MAT	Interest	04/22/2022	BARCLAYS CAPITAL			1,388.89	**1,388.89**
		Totals for 04/22/2022					**593,267,128.23**	**565,000,000.00**	**187,784.73**	**-28,079,343.50**
42054	COMM	SYS42054	BCREPO 0.25% MAT	Purchase	04/25/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42057	COMM	22533UDS9	CACPNY DISC NOTE	Purchase	04/25/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**
42055	COMM	16536JDS3	CHES DISC NOTE	Purchase	04/25/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
42056	COMM	16536JDS3	CHES DISC NOTE	Purchase	04/25/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42058	COMM	5148X1DS9	LANDES DISC NOTE	Purchase	04/25/2022	LANDES	124,998,888.90			**-124,998,888.90**
42059	COMM	63873KDS3	NATXNY DISC NOTE	Purchase	04/25/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
41270	COMM	60710RZA6	MIZUHO BK LTD	Redemption	04/25/2022	MIZUHO BANK		50,000,000.00		**50,000,000.00**
42047	COMM	SYS42047	BCREPO 0.25% MAT	Redemption	04/25/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42048	COMM	16536JDR5	CHES DISC NOTE	Redemption	04/25/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42049	COMM	16536JDR5	CHES DISC NOTE	Redemption	04/25/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42050	COMM	22533UDR1	CACPNY DISC NOTE	Redemption	04/25/2022	CREDIT AGRICOLE		50,000,000.00		**50,000,000.00**
42051	COMM	5148X1DR1	LANDES DISC NOTE	Redemption	04/25/2022	LANDES		125,000,000.00		**125,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42052	COMM	63873KDR5	NATXNY DISC NOTE	Redemption	04/25/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40559	COMM	3133EL4V3	FFCB 0.165% MAT	Interest	04/25/2022	FFCB NOTES			44,104.17	**44,104.17**
40671	COMM	31422B2B5	FAMCA FRN MAT	Interest	04/25/2022	FARMER MAC			23,216.67	**23,216.67**
41103	COMM	637639AB1	NSCC (DTC) 1.5%	Interest	04/25/2022	National SEC Clearin			37,500.00	**37,500.00**
41270	COMM	60710RZA6	MIZUHO BK LTD	Interest	04/25/2022	MIZUHO BANK			67,250.00	**67,250.00**
42047	COMM	SYS42047	BCREPO 0.25% MAT	Interest	04/25/2022	BARCLAYS CAPITAL			4,166.65	**4,166.65**
38387	COMM	3137AYCE9		Interest	04/25/2022	FHLMC Multi-Family			44,021.26	**44,021.26**
38387	COMM	3137AYCE9		Redemption	04/25/2022	FHLMC Multi-Family		678,683.60		**678,683.60**
38391	COMM	3137AYCE9		Interest	04/25/2022	FHLMC Multi-Family			16,507.97	**16,507.97**
38391	COMM	3137AYCE9		Redemption	04/25/2022	FHLMC Multi-Family		254,506.35		**254,506.35**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Interest	04/25/2022	FHLMC Multi-Family			10,727.55	**10,727.55**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Redemption	04/25/2022	FHLMC Multi-Family		427,825.80		**427,825.80**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Interest	04/25/2022	FHLMC Multi-Family			53,354.96	**53,354.96**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Redemption	04/25/2022	FHLMC Multi-Family		48,424.40		**48,424.40**
38666	COMM	3137AYCE9		Interest	04/25/2022	FHLMC Multi-Family			25,851.49	**25,851.49**
38666	COMM	3137AYCE9		Redemption	04/25/2022	FHLMC Multi-Family		398,556.94		**398,556.94**
38744	COMM	3137AYCE9		Interest	04/25/2022	FHLMC Multi-Family			44,021.26	**44,021.26**
38744	COMM	3137AYCE9		Redemption	04/25/2022	FHLMC Multi-Family		678,683.60		**678,683.60**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	04/25/2022	FHLMC Multi-Family			12,176.25	**12,176.25**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	04/25/2022	FHLMC Multi-Family		297,919.14		**297,919.14**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	04/25/2022	FHLMC Multi-Family			29,425.00	**29,425.00**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	04/25/2022	FHLMC Multi-Family		631,454.41		**631,454.41**
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	04/25/2022	FHLMC Multi-Family			28,385.65	**28,385.65**
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	04/25/2022	FHLMC Multi-Family		27,236.71		**27,236.71**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	04/25/2022	FHLMC Multi-Family			28,816.67	**28,816.67**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	04/25/2022	FHLMC Multi-Family		596,159.56		**596,159.56**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Interest	04/25/2022	FHLMC Multi-Family			58,837.51	**58,837.51**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Redemption	04/25/2022	FHLMC Multi-Family		2,531,143.83		**2,531,143.83**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	04/25/2022	FNMA Multi-Family			53,173.61	**53,173.61**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	04/25/2022	FNMA Multi-Family		1,215,559.27		**1,215,559.27**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Interest	04/25/2022	FNMA Multi-Family			27,054.72	**27,054.72**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Redemption	04/25/2022	FNMA Multi-Family		2,030,536.31		**2,030,536.31**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	04/25/2022	FNMA Multi-Family			30,286.88	**30,286.88**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	04/25/2022	FNMA Multi-Family		32,923.68		**32,923.68**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Interest	04/25/2022	FNMA Multi-Family			9,256.94	**9,256.94**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	04/25/2022	FNMA Multi-Family		246,453.27		**246,453.27**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Interest	04/25/2022	FNMA Multi-Family			12,744.94	**12,744.94**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Redemption	04/25/2022	FNMA Multi-Family		14,018.63		**14,018.63**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	04/25/2022	FHLMC Multi-Family			29,932.54	**29,932.54**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	04/25/2022	FHLMC Multi-Family		270,706.24		**270,706.24**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Interest	04/25/2022	FNMA Multi-Family			11,151.39	**11,151.39**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Redemption	04/25/2022	FNMA Multi-Family		864,914.94		**864,914.94**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Interest	04/25/2022	FNMA Multi-Family			15,138.56	**15,138.56**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	04/25/2022	FNMA Multi-Family		22,256.83		**22,256.83**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Interest	04/25/2022	BMW VEHICLE			7,579.67	**7,579.67**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Redemption	04/25/2022	BMW VEHICLE		765,267.29		**765,267.29**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Interest	04/25/2022	FNMA Multi-Family			7,929.17	**7,929.17**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Redemption	04/25/2022	FNMA Multi-Family		65,260.69		**65,260.69**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Interest	04/25/2022	FNMA Multi-Family			12,911.71	**12,911.71**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	04/25/2022	FNMA Multi-Family		14,192.10		**14,192.10**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Interest	04/25/2022	FHLMC Multi-Family			16,542.20	**16,542.20**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Redemption	04/25/2022	FHLMC Multi-Family		594,809.23		**594,809.23**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	04/25/2022	FHLMC Multi-Family			36,608.76	**36,608.76**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	04/25/2022	FHLMC Multi-Family		1,687,065.68		**1,687,065.68**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	04/25/2022	FNMA Multi-Family			34,583.25	**34,583.25**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	04/25/2022	FNMA Multi-Family		12,110.62		**12,110.62**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Interest	04/25/2022	FNMA Multi-Family			1,557.52	**1,557.52**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	04/25/2022	FNMA Multi-Family		2,289.89		**2,289.89**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	04/25/2022	FHLMC Multi-Family			28,259.18	**28,259.18**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	04/25/2022	FHLMC Multi-Family		199,082.20		**199,082.20**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	04/25/2022	BMW VEHICLE			2,458.74	**2,458.74**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	04/25/2022	BMW VEHICLE		542,055.80		**542,055.80**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	04/25/2022	FHLMC Multi-Family			8,485.55	**8,485.55**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	04/25/2022	FHLMC Multi-Family		114,223.04		**114,223.04**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	04/25/2022	FHLMC Multi-Family			1,242.98	**1,242.98**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	04/25/2022	FHLMC Multi-Family		229,675.84		**229,675.84**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	04/25/2022	FNMA Multi-Family			48,770.59	**48,770.59**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	04/25/2022	FNMA Multi-Family		38,935.22		**38,935.22**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	04/25/2022	FHLMC Multi-Family			31,297.51	**31,297.51**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	04/25/2022	FHLMC Multi-Family		22,664.83		**22,664.83**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	04/25/2022	FHLMC Multi-Family			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	04/25/2022	FHLMC Multi-Family		192,932.36		**192,932.36**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	04/25/2022	FNMA Multi-Family			43,713.34	**43,713.34**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	04/25/2022	FNMA Multi-Family		176,723.00		**176,723.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	04/25/2022	FHLMC Multi-Family			3,560.67	**3,560.67**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	04/25/2022	FHLMC Multi-Family		429,718.71		**429,718.71**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	04/25/2022	FHLMC Multi-Family			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	04/25/2022	FHLMC Multi-Family		1,159,934.74		**1,159,934.74**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	04/25/2022	FNMA Multi-Family			20,260.23	**20,260.23**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	04/25/2022	FNMA Multi-Family		13,828.60		**13,828.60**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	04/25/2022	FHLMC Multi-Family			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	04/25/2022	FHLMC Multi-Family		1,203,339.17		**1,203,339.17**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	04/25/2022	FHLMC Multi-Family			2,082.66	**2,082.66**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	04/25/2022	FHLMC Multi-Family		12,411.79		**12,411.79**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	04/25/2022	BMW VEHICLE			2,924.17	**2,924.17**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	04/25/2022	BMW VEHICLE		573,918.80		**573,918.80**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	04/25/2022	FHLMC Multi-Family			24,860.55	**24,860.55**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	04/25/2022	FHLMC Multi-Family		12,548.36		**12,548.36**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	04/25/2022	FHLMC Multi-Family			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	04/25/2022	FHLMC Multi-Family		144,233.45		**144,233.45**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	04/25/2022	FHLMC Multi-Family			5,016.71	**5,016.71**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	04/25/2022	FHLMC Multi-Family		795.83		**795.83**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	04/25/2022	FHLMC Multi-Family			44,910.07	**44,910.07**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	04/25/2022	FHLMC Multi-Family		432,387.29		**432,387.29**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	04/25/2022	FHLMC Multi-Family			25,316.67	**25,316.67**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	04/25/2022	FHLMC Multi-Family		206,035.65		**206,035.65**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Interest	04/25/2022	FNMA Multi-Family			10,213.00	**10,213.00**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Redemption	04/25/2022	FNMA Multi-Family		7,381.75		**7,381.75**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	04/25/2022	FHLMC Multi-Family			13,770.76	**13,770.76**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	04/25/2022	FHLMC Multi-Family		297,902.63		**297,902.63**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	04/25/2022	FNMA Multi-Family			51,622.27	**51,622.27**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	04/25/2022	FNMA Multi-Family		390,389.75		**390,389.75**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	04/25/2022	FHLMC Multi-Family			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	04/25/2022	FHLMC Multi-Family		335,680.70		**335,680.70**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	04/25/2022	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	04/25/2022	BMW VEHICLE		767,975.36		**767,975.36**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	04/25/2022	FNMA Multi-Family			7,784.85	**7,784.85**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	04/25/2022	FNMA Multi-Family		3,366.95		**3,366.95**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	04/25/2022	FHLMC Single Family			18,853.93	**18,853.93**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	04/25/2022	FHLMC Single Family		156,294.75		**156,294.75**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	04/25/2022	FNMA Single Family			18,015.26	**18,015.26**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	04/25/2022	FNMA Single Family		190,135.35		**190,135.35**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	04/25/2022	FNMA Single Family			30,888.18	**30,888.18**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	04/25/2022	FNMA Single Family		311,606.82		**311,606.82**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	04/25/2022	FHLMC Single Family			26,649.06	**26,649.06**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	04/25/2022	FHLMC Single Family		226,691.30		**226,691.30**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	04/25/2022	FNMA Single Family			23,939.99	**23,939.99**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	04/25/2022	FNMA Single Family		253,996.40		**253,996.40**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	04/25/2022	BMW VEHICLE			14,895.84	**14,895.84**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	04/25/2022	BMW VEHICLE		452,045.90		**452,045.90**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	04/25/2022	FHLMC Multi-Family			35,915.87	**35,915.87**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	04/25/2022	FHLMC Multi-Family		49,339.23		**49,339.23**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	04/25/2022	FNMA Multi-Family			25,632.20	**25,632.20**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	04/25/2022	FNMA Multi-Family		15,562.58		**15,562.58**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	04/25/2022	FHLMC Multi-Family			51,893.34	**51,893.34**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	04/25/2022	FHLMC Multi-Family		40,160.00		**40,160.00**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	04/25/2022	FHLMC Multi-Family			-12,108.44	**-12,108.44**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	04/25/2022	FHLMC Multi-Family				**0.00**
		Totals for 04/25/2022					**549,996,944.46**	**623,612,933.16**	**1,612,982.31**	**75,228,971.01**
42060	COMM	SYS42060	BCREPO 0.25% MAT	Purchase	04/26/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42063	COMM	22533UDT7	CACPNY DISC NOTE	Purchase	04/26/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**
42061	COMM	16536JDT1	CHES DISC NOTE	Purchase	04/26/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42062	COMM	16536JDT1	CHES DISC NOTE	Purchase	04/26/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Purchase	04/26/2022	FORD CREDIT AUTO	29,996,376.00			**-29,996,376.00**
42064	COMM	5148X1DT7	LANDES DISC NOTE	Purchase	04/26/2022	LANDES	124,998,888.90			**-124,998,888.90**
42065	COMM	63873KDT1	NATXNY DISC NOTE	Purchase	04/26/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
42054	COMM	SYS42054	BCREPO 0.25% MAT	Redemption	04/26/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42055	COMM	16536JDS3	CHES DISC NOTE	Redemption	04/26/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42056	COMM	16536JDS3	CHES DISC NOTE	Redemption	04/26/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42057	COMM	22533UDS9	CACPNY DISC NOTE	Redemption	04/26/2022	CREDIT AGRICOLE		50,000,000.00		**50,000,000.00**
42058	COMM	5148X1DS9	LANDES DISC NOTE	Redemption	04/26/2022	LANDES		125,000,000.00		**125,000,000.00**
42059	COMM	63873KDS3	NATXNY DISC NOTE	Redemption	04/26/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
41104	COMM	64952WEB5	NYL 0.55% MAT	Interest	04/26/2022	NEW YORK LIFE			82,500.00	**82,500.00**
42054	COMM	SYS42054	BCREPO 0.25% MAT	Interest	04/26/2022	BARCLAYS CAPITAL			1,388.89	**1,388.89**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	04/26/2022	FHLMC Multi-Family			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	04/26/2022	FHLMC Multi-Family		481,352.04		**481,352.04**
		Totals for 04/26/2022					**579,993,320.46**	**550,481,352.04**	**118,594.59**	**-29,393,373.83**
42074	COMM	SYS42074	BCREPO 0.25% MAT	Purchase	04/27/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42067	COMM	10924JGT1	BHFSTF DISC NOTE	Purchase	04/27/2022	Brighthouse Financia	49,840,750.00			**-49,840,750.00**
42070	COMM	22533UDU4	CACPNY DISC NOTE	Purchase	04/27/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**
42068	COMM	16536JDU8	CHES DISC NOTE	Purchase	04/27/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
42069	COMM	16536JDU8	CHES DISC NOTE	Purchase	04/27/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42071	COMM	3134GW5R3	FEDERAL HOME LN	Purchase	04/27/2022	FHLMC NOTES	14,789,760.00			**-14,789,760.00**
42072	COMM	5148X1DU4	LANDES DISC NOTE	Purchase	04/27/2022	LANDES	124,998,888.90			**-124,998,888.90**
42073	COMM	63873KDU8	NATXNY DISC NOTE	Purchase	04/27/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
42060	COMM	SYS42060	BCREPO 0.25% MAT	Redemption	04/27/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42061	COMM	16536JDT1	CHES DISC NOTE	Redemption	04/27/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42062	COMM	16536JDT1	CHES DISC NOTE	Redemption	04/27/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42063	COMM	22533UDT7	CACPNY DISC NOTE	Redemption	04/27/2022	CREDIT AGRICOLE		50,000,000.00		**50,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42064	COMM	5148X1DT7	LANDES DISC NOTE	Redemption	04/27/2022	LANDES		125,000,000.00		**125,000,000.00**
42065	COMM	63873KDT1	NATXNY DISC NOTE	Redemption	04/27/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40749	COMM	3136G45C3	FEDERAL NATL MTG	Interest	04/27/2022	FNMA NOTES			27,000.00	**27,000.00**
42038	COMM	3134GW5R3	FEDERAL HOME LN	Interest	04/27/2022	FHLMC NOTES			120,250.00	**120,250.00**
42038	COMM	3134GW5R3	FEDERAL HOME LN	Accr Int	04/27/2022	FHLMC NOTES		115,573.61	-115,573.61	**0.00**
42060	COMM	SYS42060	BCREPO 0.25% MAT	Interest	04/27/2022	BARCLAYS CAPITAL			1,388.88	**1,388.88**
		Totals for 04/27/2022					**614,627,454.46**	**550,115,573.61**	**33,065.27**	**-64,478,815.58**
42083	COMM	SYS42083	BCREPO 0.25% MAT	Purchase	04/28/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Purchase	04/28/2022	CARMAX AUTO	17,997,262.20			**-17,997,262.20**
42075	COMM	16536JDV6	CHES DISC NOTE	Purchase	04/28/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
42076	COMM	16536JDV6	CHES DISC NOTE	Purchase	04/28/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42079	COMM	3133ENUD0	FFCB 2.64% MAT	Purchase	04/28/2022	FFCB NOTES	19,909,733.33			**-19,909,733.33**
42078	COMM	313385WD4	FHDN DISC NOTE	Purchase	04/28/2022	FHLB DISCOUNT	49,999,722.22			**-49,999,722.22**
42077	COMM	3130ARN23	FEDERAL HOME	Purchase	04/28/2022	FHLB NOTES	25,000,000.00			**-25,000,000.00**
42080	COMM	5148X1DV2	LANDES DISC NOTE	Purchase	04/28/2022	LANDES	124,998,888.90			**-124,998,888.90**
42081	COMM	594918BY9	MICROSOFT CORP,	Purchase	04/28/2022	MICROSOFT CORP	5,250,205.65			**-5,250,205.65**
42082	COMM	63873KDV6	NATXNY DISC NOTE	Purchase	04/28/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
42068	COMM	16536JDU8	CHES DISC NOTE	Redemption	04/28/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42069	COMM	16536JDU8	CHES DISC NOTE	Redemption	04/28/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42070	COMM	22533UDU4	CACPNY DISC NOTE	Redemption	04/28/2022	CREDIT AGRICOLE		50,000,000.00		**50,000,000.00**
42072	COMM	5148X1DU4	LANDES DISC NOTE	Redemption	04/28/2022	LANDES		125,000,000.00		**125,000,000.00**
42073	COMM	63873KDU8	NATXNY DISC NOTE	Redemption	04/28/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42074	COMM	SYS42074	BCREPO 0.25% MAT	Redemption	04/28/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40688	COMM	459058JL8	IBRD 0.5% MAT	Interest	04/28/2022	INTL BANK RECON &			6,250.00	**6,250.00**
40689	COMM	459058JL8	IBRD 0.5% MAT	Interest	04/28/2022	INTL BANK RECON &			37,500.00	**37,500.00**
41110	COMM	3130ALZ31	FEDERAL HOME	Interest	04/28/2022	FHLB NOTES			109,375.00	**109,375.00**
41117	COMM	74274TAH3	PEFCO 0.3% MAT	Interest	04/28/2022	PRIVATE EXPORT			52,500.00	**52,500.00**
41761	COMM	3133ENKX7	FFCB FLOAT MAT	Interest	04/28/2022	FFCB NOTES			16,065.00	**16,065.00**
42074	COMM	SYS42074	BCREPO 0.25% MAT	Interest	04/28/2022	BARCLAYS CAPITAL			1,388.88	**1,388.88**
		Totals for 04/28/2022					**618,154,284.53**	**550,000,000.00**	**223,078.88**	**-67,931,205.65**
42094	COMM	SYS42094	BCREPO 0.25% MAT	Purchase	04/29/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42088	COMM	22533UE25	CACPNY DISC NOTE	Purchase	04/29/2022	CREDIT AGRICOLE	49,998,750.00			**-49,998,750.00**
42086	COMM	16536JE29	CHES DISC NOTE	Purchase	04/29/2022	CHESHAM FINANCE	74,998,000.00			**-74,998,000.00**
42087	COMM	16536JE29	CHES DISC NOTE	Purchase	04/29/2022	CHESHAM FINANCE	49,998,666.67			**-49,998,666.67**
42089	COMM	3130ARPR6	FEDERAL HOME	Purchase	04/29/2022	FHLB NOTES	35,000,000.00			**-35,000,000.00**
42090	COMM	3130ARQ87	FEDERAL HOME	Purchase	04/29/2022	FHLB NOTES	15,000,000.00			**-15,000,000.00**
42091	COMM	3130ARQ87	FEDERAL HOME	Purchase	04/29/2022	FHLB NOTES	25,000,000.00			**-25,000,000.00**
42092	COMM	3130ARQ87	FEDERAL HOME	Purchase	04/29/2022	FHLB NOTES	25,000,000.00			**-25,000,000.00**
42093	COMM	3137F1G44	FHLMCM 3.243%	Purchase	04/29/2022	FHLMC Multi-Family	35,412,305.11			**-35,412,305.11**

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42075	COMM	16536JDV6	CHES DISC NOTE	Redemption	04/29/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42076	COMM	16536JDV6	CHES DISC NOTE	Redemption	04/29/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42078	COMM	313385WD4	FHDN DISC NOTE	Redemption	04/29/2022	FHLB DISCOUNT		50,000,000.00		**50,000,000.00**
42080	COMM	5148X1DV2	LANDES DISC NOTE	Redemption	04/29/2022	LANDES		125,000,000.00		**125,000,000.00**
42082	COMM	63873KDV6	NATXNY DISC NOTE	Redemption	04/29/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42083	COMM	SYS42083	BCREPO 0.25% MAT	Redemption	04/29/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40696	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	04/29/2022	FHLB NOTES			44,916.65	**44,916.65**
40697	COMM	3130AKEA0	FHLB FLOAT MAT	Interest	04/29/2022	FHLB NOTES			8,983.33	**8,983.33**
41112	COMM	3133EMXV9	FFCB FLOAT MAT	Interest	04/29/2022	FFCB NOTES			19,269.45	**19,269.45**
41113	COMM	3130AM4N9	FEDERAL HOME	Interest	04/29/2022	FHLB NOTES			75,000.00	**75,000.00**
41483	COMM	64952WEJ8	NYL 0.9% MAT	Interest	04/29/2022	NEW YORK LIFE			112,500.00	**112,500.00**
42083	COMM	SYS42083	BCREPO 0.25% MAT	Interest	04/29/2022	BARCLAYS CAPITAL			1,388.89	**1,388.89**
		Totals for 04/29/2022					**510,407,721.78**	**550,000,000.00**	**262,058.32**	**39,854,336.54**
42103	COMM	SYS42103	BCREPO 0.25% MAT	Purchase	05/02/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42097	COMM	22533UE33	CACPNY DISC NOTE	Purchase	05/02/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**
42095	COMM	16536JE37	CHES DISC NOTE	Purchase	05/02/2022	CHESHAM FINANCE	49,999,555.56			**-49,999,555.56**
42096	COMM	16536JE37	CHES DISC NOTE	Purchase	05/02/2022	CHESHAM FINANCE	74,999,333.34			**-74,999,333.34**
42098	COMM	3134GW6C5	FEDERAL HOME LN	Purchase	05/02/2022	FHLMC NOTES	18,104,577.78			**-18,104,577.78**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Purchase	05/02/2022	FHLMC Multi-Family	40,303,582.22			**-40,303,582.22**
42100	COMM	5148X1E33	LANDES DISC NOTE	Purchase	05/02/2022	LANDES	124,998,888.90			**-124,998,888.90**
42101	COMM	59217GEW5	MET LI 2.8% MAT	Purchase	05/02/2022	MET LIFE GLOBAL	9,860,188.89			**-9,860,188.89**
42102	COMM	63873KE37	NATXNY DISC NOTE	Purchase	05/02/2022	Natixis NY Branch	49,999,583.33			**-49,999,583.33**
42104	COMM	9128287B0	UNITED STATES	Purchase	05/02/2022	U.S. TREASURY	33,799,292.13			**-33,799,292.13**
42086	COMM	16536JE29	CHES DISC NOTE	Redemption	05/02/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42087	COMM	16536JE29	CHES DISC NOTE	Redemption	05/02/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42088	COMM	22533UE25	CACPNY DISC NOTE	Redemption	05/02/2022	CREDIT AGRICOLE		50,000,000.00		**50,000,000.00**
42094	COMM	SYS42094	BCREPO 0.25% MAT	Redemption	05/02/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40477	COMM	90327QD48	USAA CAP CORP	Interest	05/02/2022	USAA CAPITAL			18,750.00	**18,750.00**
40577	COMM	13063DVM7	CALIFORNIA ST,	Interest	05/02/2022	CALIFORNIA STATE			666,250.00	**666,250.00**
40706	COMM	3134GW6E1	FEDERAL HOME LN	Interest	05/02/2022	FHLMC NOTES			96,000.00	**96,000.00**
40707	COMM	3134GW6E1	FEDERAL HOME LN	Interest	05/02/2022	FHLMC NOTES			8,000.00	**8,000.00**
41265	COMM	13077DQD7	CALSTA 0.862% MAT	Interest	05/02/2022	CALIF STATE UNIV			21,550.00	**21,550.00**
41627	COMM	63873QRK2	NATXNY BRANCH	Interest	05/02/2022	Natixis NY Branch			21,986.00	**21,986.00**
41659	COMM	91282CAT8	UNITED STATES	Interest	05/02/2022	U.S. TREASURY			50,000.00	**50,000.00**
41659	COMM	91282CAT8	UNITED STATES	Accr Int	05/02/2022	U.S. TREASURY		11,878.45	-11,878.45	**0.00**
42094	COMM	SYS42094	BCREPO 0.25% MAT	Interest	05/02/2022	BARCLAYS CAPITAL			4,166.69	**4,166.69**
		Totals for 05/02/2022					**652,064,585.48**	**375,011,878.45**	**874,824.24**	**-276,177,882.79**
42105	COMM	SYS42104	BCREPO 0.25% MAT	Purchase	05/03/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42108	COMM	22533UE41	CACPNY DISC NOTE	Purchase	05/03/2022	CREDIT AGRICOLE	49,999,583.33			**-49,999,583.33**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42106	COMM	16536JE45	CHES DISC NOTE	Purchase	05/03/2022	CHESHAM FINANCE	49,999,555.56			-49,999,555.56
42107	COMM	16536JE45	CHES DISC NOTE	Purchase	05/03/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
42109	COMM	3134GXHX5	FEDERAL HOME LN	Purchase	05/03/2022	FHLMC NOTES	13,543,791.67			-13,543,791.67
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Purchase	05/03/2022	FHLMC Multi-Family	34,973,248.33			-34,973,248.33
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Purchase	05/03/2022	FNMA NOTES	39,040,618.71			-39,040,618.71
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Purchase	05/03/2022	FNMA Multi-Family	19,496,494.44			-19,496,494.44
42113	COMM	5148X1E41	LANDES DISC NOTE	Purchase	05/03/2022	LANDES	124,998,888.90			-124,998,888.90
42114	COMM	63873KE45	NATXNY DISC NOTE	Purchase	05/03/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
42095	COMM	16536JE37	CHES DISC NOTE	Redemption	05/03/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42096	COMM	16536JE37	CHES DISC NOTE	Redemption	05/03/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42097	COMM	22533UE33	CACPNY DISC NOTE	Redemption	05/03/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
42100	COMM	5148X1E33	LANDES DISC NOTE	Redemption	05/03/2022	LANDES		125,000,000.00		125,000,000.00
42102	COMM	63873KE37	NATXNY DISC NOTE	Redemption	05/03/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42103	COMM	SYS42103	BCREPO 0.25% MAT	Redemption	05/03/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
40461	COMM	SYS40461	DGCXX 0.%	Redemption	05/03/2022	DREYFUS		450,067,233.13		450,067,233.13
41999	COMM	742718ER6	PROCTER &	Interest	05/03/2022	PROCTER &			132,851.25	132,851.25
41999	COMM	742718ER6	PROCTER &	Accr Int	05/03/2022	PROCTER &		117,351.94	-117,351.94	0.00
42103	COMM	SYS42103	BCREPO 0.25% MAT	Interest	05/03/2022	BARCLAYS CAPITAL			1,388.89	1,388.89
34292	COMM	SYS34292	MSTI 0.%	Interest	05/03/2022	MORGAN STANLEY			0.30	0.30
34292	COMM	SYS34292	MSTI 0.%	Purchase	05/03/2022	MORGAN STANLEY	0.30			-0.30
37590	COMM	SYS37590	JPM TE 0.44%	Interest	05/03/2022	JP MORGAN US			86,929.58	86,929.58
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	05/03/2022	JP MORGAN US	86,929.58			-86,929.58
40461	COMM	SYS40461	DGCXX 0.%	Interest	05/03/2022	DREYFUS			66,164.38	66,164.38
40461	COMM	SYS40461	DGCXX 0.%	Purchase	05/03/2022	DREYFUS	66,164.38			-66,164.38
		Totals for 05/03/2022					**657,204,191.87**	**1,000,184,585.0**	**169,982.46**	**343,150,375.66**
42123	COMM	SYS42123	BCREPO 0.25% MAT	Purchase	05/04/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42117	COMM	16536JE52	CHES DISC NOTE	Purchase	05/04/2022	CHESHAM FINANCE	74,999,333.34			-74,999,333.34
42118	COMM	16536JE52	CHES DISC NOTE	Purchase	05/04/2022	CHESHAM FINANCE	49,999,555.56			-49,999,555.56
42116	COMM	14043QAC6	COPAR 3.17% MAT	Purchase	05/04/2022	Capital One Prime Au	14,996,722.50			-14,996,722.50
42119	COMM	23292GAC7	DLLST 3.4% MAT	Purchase	05/04/2022	DLLST	11,498,323.30			-11,498,323.30
42120	COMM	3136AK2F9	FNMAM 3.39768%	Purchase	05/04/2022	FNMA Multi-Family	39,974,463.27			-39,974,463.27
42121	COMM	5148X1E58	LANDES DISC NOTE	Purchase	05/04/2022	LANDES	124,998,888.90			-124,998,888.90
42122	COMM	63873KE52	NATXNY DISC NOTE	Purchase	05/04/2022	Natixis NY Branch	49,999,583.33			-49,999,583.33
42105	COMM	SYS42104	BCREPO 0.25% MAT	Redemption	05/04/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
42106	COMM	16536JE45	CHES DISC NOTE	Redemption	05/04/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42107	COMM	16536JE45	CHES DISC NOTE	Redemption	05/04/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42108	COMM	22533UE41	CACPNY DISC NOTE	Redemption	05/04/2022	CREDIT AGRICOLE		50,000,000.00		50,000,000.00
42113	COMM	5148X1E41	LANDES DISC NOTE	Redemption	05/04/2022	LANDES		125,000,000.00		125,000,000.00
42114	COMM	63873KE45	NATXNY DISC NOTE	Redemption	05/04/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
40721	COMM	4581X0DR6	IADB FRN MAT	Interest	05/04/2022	IADB			45,450.00	45,450.00

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42105	COMM	SYS42104	BCREPO 0.25% MAT	Interest	05/04/2022	BARCLAYS CAPITAL			1,388.91	1,388.91
		Totals for 05/04/2022					**566,466,870.20**	**550,000,000.00**	**46,838.91**	**-16,420,031.29**
42128	COMM	SYS42128	BCREPO 0.75% MAT	Purchase	05/05/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42124	COMM	16536JE60	CHES DISC NOTE	Purchase	05/05/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42125	COMM	16536JE60	CHES DISC NOTE	Purchase	05/05/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42126	COMM	5148X1E66	LANDES DISC NOTE	Purchase	05/05/2022	LANDES	124,997,152.78			**-124,997,152.78**
42127	COMM	63873KE60	NATXNY DISC NOTE	Purchase	05/05/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42117	COMM	16536JE52	CHES DISC NOTE	Redemption	05/05/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42118	COMM	16536JE52	CHES DISC NOTE	Redemption	05/05/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42121	COMM	5148X1E58	LANDES DISC NOTE	Redemption	05/05/2022	LANDES		125,000,000.00		**125,000,000.00**
42122	COMM	63873KE52	NATXNY DISC NOTE	Redemption	05/05/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42123	COMM	SYS42123	BCREPO 0.25% MAT	Redemption	05/05/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42123	COMM	SYS42123	BCREPO 0.25% MAT	Interest	05/05/2022	BARCLAYS CAPITAL			1,388.89	**1,388.89**
		Totals for 05/05/2022					**499,993,194.45**	**500,000,000.00**	**1,388.89**	**8,194.44**
42134	COMM	SYS42134	BCREPO 0.75% MAT	Purchase	05/06/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42129	COMM	16536JE94	CHES DISC NOTE	Purchase	05/06/2022	CHESHAM FINANCE	49,996,583.33			**-49,996,583.33**
42130	COMM	16536JE94	CHES DISC NOTE	Purchase	05/06/2022	CHESHAM FINANCE	74,994,875.00			**-74,994,875.00**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Purchase	05/06/2022	FNMA Multi-Family	14,649,218.75			**-14,649,218.75**
42131	COMM	5148X1E90	LANDES DISC NOTE	Purchase	05/06/2022	LANDES	124,991,458.33			**-124,991,458.33**
42132	COMM	63873KE94	NATXNY DISC NOTE	Purchase	05/06/2022	Natixis NY Branch	49,996,666.67			**-49,996,666.67**
41972	COMM	16536JE60	CHES DISC NOTE	Redemption	05/06/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42124	COMM	16536JE60	CHES DISC NOTE	Redemption	05/06/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42125	COMM	16536JE60	CHES DISC NOTE	Redemption	05/06/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42126	COMM	5148X1E66	LANDES DISC NOTE	Redemption	05/06/2022	LANDES		125,000,000.00		**125,000,000.00**
42127	COMM	63873KE60	NATXNY DISC NOTE	Redemption	05/06/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42128	COMM	SYS42128	BCREPO 0.75% MAT	Redemption	05/06/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
37590	COMM	SYS37590	JPM TE 0.44%	Redemption	05/06/2022	JP MORGAN US		450,091,860.60		**450,091,860.60**
40729	COMM	3133EMGG1	FFCB FRN MAT	Interest	05/06/2022	FFCB NOTES			32,742.50	**32,742.50**
42128	COMM	SYS42128	BCREPO 0.75% MAT	Interest	05/06/2022	BARCLAYS CAPITAL			4,166.67	**4,166.67**
		Totals for 05/06/2022					**514,628,802.08**	**1,000,091,860.6**	**36,909.17**	**485,499,967.69**
42140	COMM	SYS42140	BCREPO 0.75% MAT	Purchase	05/09/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42135	COMM	16536JEA1	CHES DISC NOTE	Purchase	05/09/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42136	COMM	16536JEA1	CHES DISC NOTE	Purchase	05/09/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Purchase	05/09/2022	FNMA Multi-Family	14,631,406.25			**-14,631,406.25**
42138	COMM	5148X1EA7	LANDES DISC NOTE	Purchase	05/09/2022	LANDES	124,997,152.78			**-124,997,152.78**
42139	COMM	63873KEA1	NATXNY DISC NOTE	Purchase	05/09/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42129	COMM	16536JE94	CHES DISC NOTE	Redemption	05/09/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42130	COMM	16536JE94	CHES DISC NOTE	Redemption	05/09/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42131	COMM	5148X1E90	LANDES DISC NOTE	Redemption	05/09/2022	LANDES		125,000,000.00		**125,000,000.00**

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42132	COMM	63873KE94	NATXNY DISC NOTE	Redemption	05/09/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42134	COMM	SYS42134	BCREPO 0.75% MAT	Redemption	05/09/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40934	COMM	3133EMPZ9	FFCB Floater MAT	Interest	05/09/2022	FFCB NOTES			3,615.83	**3,615.83**
41005	COMM	3135G06G3	FEDERAL NATL MTG	Interest	05/09/2022	FNMA NOTES			25,000.00	**25,000.00**
42134	COMM	SYS42134	BCREPO 0.75% MAT	Interest	05/09/2022	BARCLAYS CAPITAL			12,500.00	**12,500.00**
		Totals for 05/09/2022					**514,624,600.70**	**500,000,000.00**	**41,115.83**	**-14,583,484.87**
42147	COMM	SYS42147	BCREPO 0.75% MAT	Purchase	05/10/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42141	COMM	16536JEB9	CHES DISC NOTE	Purchase	05/10/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42142	COMM	16536JEB9	CHES DISC NOTE	Purchase	05/10/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42143	COMM	3130ARUR0	FEDERAL HOME	Purchase	05/10/2022	FHLB NOTES	25,000,000.00			**-25,000,000.00**
42144	COMM	3130ARUR0	FEDERAL HOME	Purchase	05/10/2022	FHLB NOTES	4,195,800.00			**-4,195,800.00**
42145	COMM	5148X1EB5	LANDES DISC NOTE	Purchase	05/10/2022	LANDES	124,997,152.78			**-124,997,152.78**
42146	COMM	63873KEB9	NATXNY DISC NOTE	Purchase	05/10/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42002	COMM	912796U80	UNITED STATES	Redemption	05/10/2022	U.S. TREASURY		50,000,000.00		**50,000,000.00**
42135	COMM	16536JEA1	CHES DISC NOTE	Redemption	05/10/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42136	COMM	16536JEA1	CHES DISC NOTE	Redemption	05/10/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42138	COMM	5148X1EA7	LANDES DISC NOTE	Redemption	05/10/2022	LANDES		125,000,000.00		**125,000,000.00**
42139	COMM	63873KEA1	NATXNY DISC NOTE	Redemption	05/10/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42140	COMM	SYS42140	BCREPO 0.75% MAT	Redemption	05/10/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42140	COMM	SYS42140	BCREPO 0.75% MAT	Interest	05/10/2022	BARCLAYS CAPITAL			4,166.68	**4,166.68**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	05/10/2022	Carvana Auto			6,125.00	**6,125.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	05/10/2022	Carvana Auto		343,337.51		**343,337.51**
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Interest	05/10/2022	Carvana Auto			2,605.96	**2,605.96**
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Redemption	05/10/2022	Carvana Auto		803,982.39		**803,982.39**
		Totals for 05/10/2022					**529,188,994.45**	**551,147,319.90**	**12,897.64**	**21,971,223.09**
42155	COMM	SYS42155	BCREPO 0.75% MAT	Purchase	05/11/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42148	COMM	16536JEC7	CHES DISC NOTE	Purchase	05/11/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42149	COMM	16536JEC7	CHES DISC NOTE	Purchase	05/11/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42150	COMM	3137F1G44	FHLMCM 3.243%	Purchase	05/11/2022	FHLMC Multi-Family	19,974,266.67			**-19,974,266.67**
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Purchase	05/11/2022	FNMA Multi-Family	19,523,652.78			**-19,523,652.78**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Purchase	05/11/2022	GM Fin'cl Auto Leasi	15,998,331.20			**-15,998,331.20**
42153	COMM	5148X1EC3	LANDES DISC NOTE	Purchase	05/11/2022	LANDES	124,997,152.78			**-124,997,152.78**
42154	COMM	63873KEC7	NATXNY DISC NOTE	Purchase	05/11/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42141	COMM	16536JEB9	CHES DISC NOTE	Redemption	05/11/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42142	COMM	16536JEB9	CHES DISC NOTE	Redemption	05/11/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42145	COMM	5148X1EB5	LANDES DISC NOTE	Redemption	05/11/2022	LANDES		125,000,000.00		**125,000,000.00**
42146	COMM	63873KEB9	NATXNY DISC NOTE	Redemption	05/11/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42147	COMM	SYS42147	BCREPO 0.75% MAT	Redemption	05/11/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40165	COMM	037833CU2	APPLE INC, SR GLBL	Interest	05/11/2022	APPLE INC			142,500.00	**142,500.00**

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40499	COMM	037833DV9	APPLE INC, SR NT	Interest	05/11/2022	APPLE INC			26,250.00	**26,250.00**
40500	COMM	166764BV1	CHEVRON CORP	Interest	05/11/2022	CHEVRON CORP.			28,525.00	**28,525.00**
40547	COMM	31422BM64	FAMCA 0.2% MAT	Interest	05/11/2022	FARMER MAC			20,500.00	**20,500.00**
40674	COMM	166764BV1	CHEVRON CORP	Interest	05/11/2022	CHEVRON CORP.			178,965.85	**178,965.85**
42147	COMM	SYS42147	BCREPO 0.75% MAT	Interest	05/11/2022	BARCLAYS CAPITAL			4,166.69	**4,166.69**
		Totals for 05/11/2022					**555,489,445.10**	**500,000,000.00**	**400,907.54**	**-55,088,537.56**
42160	COMM	SYS42160	BCREPO 0.75% MAT	Purchase	05/12/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42156	COMM	16536JED5	CHES DISC NOTE	Purchase	05/12/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42157	COMM	16536JED5	CHES DISC NOTE	Purchase	05/12/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42158	COMM	5148X1ED1	LANDES DISC NOTE	Purchase	05/12/2022	LANDES	124,997,152.78			**-124,997,152.78**
42159	COMM	63873KED5	NATXNY DISC NOTE	Purchase	05/12/2022	Natixis NY Branch	49,998,861.11			**-49,998,861.11**
42148	COMM	16536JEC7	CHES DISC NOTE	Redemption	05/12/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42149	COMM	16536JEC7	CHES DISC NOTE	Redemption	05/12/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42153	COMM	5148X1EC3	LANDES DISC NOTE	Redemption	05/12/2022	LANDES		125,000,000.00		**125,000,000.00**
42154	COMM	63873KEC7	NATXNY DISC NOTE	Redemption	05/12/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42155	COMM	SYS42155	BCREPO 0.75% MAT	Redemption	05/12/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
41175	COMM	023135BW5	AMZN 0.45% MAT	Interest	05/12/2022	Amazon			56,250.00	**56,250.00**
42155	COMM	SYS42155	BCREPO 0.75% MAT	Interest	05/12/2022	BARCLAYS CAPITAL			4,166.67	**4,166.67**
		Totals for 05/12/2022					**499,993,166.67**	**500,000,000.00**	**60,416.67**	**67,250.00**
42165	COMM	SYS42165	BCREPO 0.75% MAT	Purchase	05/13/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42161	COMM	16536JEG8	CHES DISC NOTE	Purchase	05/13/2022	CHESHAM FINANCE	49,996,583.33			**-49,996,583.33**
42162	COMM	16536JEG8	CHES DISC NOTE	Purchase	05/13/2022	CHESHAM FINANCE	74,994,875.00			**-74,994,875.00**
42166	COMM	3130ARUZ2	FEDERAL HOME	Purchase	05/13/2022	FHLB NOTES	10,000,000.00			**-10,000,000.00**
42163	COMM	5148X1EG4	LANDES DISC NOTE	Purchase	05/13/2022	LANDES	124,991,458.33			**-124,991,458.33**
42164	COMM	63873KEG8	NATXNY DISC NOTE	Purchase	05/13/2022	Natixis NY Branch	49,996,666.67			**-49,996,666.67**
42156	COMM	16536JED5	CHES DISC NOTE	Redemption	05/13/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42157	COMM	16536JED5	CHES DISC NOTE	Redemption	05/13/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42158	COMM	5148X1ED1	LANDES DISC NOTE	Redemption	05/13/2022	LANDES		125,000,000.00		**125,000,000.00**
42159	COMM	63873KED5	NATXNY DISC NOTE	Redemption	05/13/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42160	COMM	SYS42160	BCREPO 0.75% MAT	Redemption	05/13/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42160	COMM	SYS42160	BCREPO 0.75% MAT	Interest	05/13/2022	BARCLAYS CAPITAL			4,166.67	**4,166.67**
		Totals for 05/13/2022					**509,979,583.33**	**500,000,000.00**	**4,166.67**	**-9,975,416.66**
42171	COMM	SYS42171	BCREPO 0.75% MAT	Purchase	05/16/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42167	COMM	16536JEH6	CHES DISC NOTE	Purchase	05/16/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42168	COMM	16536JEH6	CHES DISC NOTE	Purchase	05/16/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42169	COMM	5148X1EH2	LANDES DISC NOTE	Purchase	05/16/2022	LANDES	124,997,152.78			**-124,997,152.78**
42170	COMM	63873KEH6	NATXNY DISC NOTE	Purchase	05/16/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
39314	COMM	91412GWY7	UNIVERSITY CALIF	Redemption	05/16/2022	UNIVERSITY		4,000,000.00		**4,000,000.00**
39322	COMM	91412HEW9	UNIVERSITY CALIF	Redemption	05/16/2022	UNIVERSITY		665,000.00		**665,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42161	COMM	16536JEG8	CHES DISC NOTE	Redemption	05/16/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42162	COMM	16536JEG8	CHES DISC NOTE	Redemption	05/16/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42163	COMM	5148X1EG4	LANDES DISC NOTE	Redemption	05/16/2022	LANDES		125,000,000.00		**125,000,000.00**
42164	COMM	63873KEG8	NATXNY DISC NOTE	Redemption	05/16/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42165	COMM	SYS42165	BCREPO 0.75% MAT	Redemption	05/16/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
39314	COMM	91412GWY7	UNIVERSITY CALIF	Interest	05/16/2022	UNIVERSITY			56,520.00	**56,520.00**
39321	COMM	91412HEX7	UNIVCA 2.657% MAT	Interest	05/16/2022	UNIVERSITY			13,285.00	**13,285.00**
39322	COMM	91412HEW9	UNIVERSITY CALIF	Interest	05/16/2022	UNIVERSITY			8,671.60	**8,671.60**
39553	COMM	19416QEL0	CP 2.25% MAT	Interest	05/16/2022	COLGATE-PALMOLI			106,942.50	**106,942.50**
39565	COMM	3133EKLA2	FEDERAL FARM CR	Interest	05/16/2022	FFCB NOTES			110,285.00	**110,285.00**
40379	COMM	742651DX7	PRIVATE EXPT FDG	Interest	05/16/2022	PRIVATE EXPORT			101,587.50	**101,587.50**
40532	COMM	91412HGE7	UNIVERSITY CALIF	Interest	05/16/2022	UNIVERSITY			22,075.00	**22,075.00**
40754	COMM	3134GXBL7	FEDERAL HOME LN	Interest	05/16/2022	FHLMC NOTES			20,809.50	**20,809.50**
40799	COMM	880591EW8	TENNESSEE	Interest	05/16/2022	TENNESSEE			71,531.25	**71,531.25**
40993	COMM	91412HJK0	UNIVERSITY CALIF	Interest	05/16/2022	UNIVERSITY			4,587.50	**4,587.50**
41023	COMM	912828XB1	UNITED STATES	Interest	05/16/2022	U.S. TREASURY			265,625.00	**265,625.00**
42165	COMM	SYS42165	BCREPO 0.75% MAT	Interest	05/16/2022	BARCLAYS CAPITAL			12,499.98	**12,499.98**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Interest	05/16/2022	Nissan Auto Receivab			9,394.94	**9,394.94**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Redemption	05/16/2022	Nissan Auto Receivab		784,117.46		**784,117.46**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Interest	05/16/2022	Capital One Prime Au			2,927.73	**2,927.73**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Redemption	05/16/2022	Capital One Prime Au		346,824.04		**346,824.04**
39706	COMM	477870AC3	JDOT 2.21% MAT	Interest	05/16/2022	JOHN DEERE			3,340.50	**3,340.50**
39706	COMM	477870AC3	JDOT 2.21% MAT	Redemption	05/16/2022	JOHN DEERE		465,984.80		**465,984.80**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Interest	05/16/2022	HONDA AUTO			3,222.00	**3,222.00**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Redemption	05/16/2022	HONDA AUTO		370,464.65		**370,464.65**
39811	COMM	14041NFU0	COMET 1.72% MAT	Interest	05/16/2022	Capital One Multi Ex			50,166.66	**50,166.66**
39811	COMM	14041NFU0	COMET 1.72% MAT	Redemption	05/16/2022	Capital One Multi Ex		1,399,327.72		**1,399,327.72**
39883	COMM	58769TAD7	MBART 1.93% MAT	Interest	05/16/2022	MERCEDES -BENZ			12,785.18	**12,785.18**
39883	COMM	58769TAD7	MBART 1.93% MAT	Redemption	05/16/2022	MERCEDES -BENZ		1,215,508.87		**1,215,508.87**
40017	COMM	44891JAC2	HART 1.94% MAT	Interest	05/16/2022	HYUNDAI AUTO			5,826.72	**5,826.72**
40017	COMM	44891JAC2	HART 1.94% MAT	Redemption	05/16/2022	HYUNDAI AUTO		594,217.39		**594,217.39**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Interest	05/16/2022	TOYOTA AUTO REC			13,704.93	**13,704.93**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Redemption	05/16/2022	TOYOTA AUTO REC		1,020,962.14		**1,020,962.14**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Interest	05/16/2022	ALLY Auto			6,749.38	**6,749.38**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Redemption	05/16/2022	ALLY Auto		570,787.11		**570,787.11**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Interest	05/16/2022	Harley-Davidson Moto			6,323.99	**6,323.99**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Redemption	05/16/2022	Harley-Davidson Moto		512,206.98		**512,206.98**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Interest	05/16/2022	CHASE ISSUANCE			34,425.00	**34,425.00**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Redemption	05/16/2022	CHASE ISSUANCE		922,315.47		**922,315.47**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	05/16/2022	Capital One Prime Au			20,340.95	**20,340.95**

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40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	05/16/2022	Capital One Prime Au		1,283,679.53		**1,283,679.53**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	05/16/2022	MERCEDES -BENZ			1,681.56	**1,681.56**
40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	05/16/2022	MERCEDES -BENZ		284,539.84		**284,539.84**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	05/16/2022	JOHN DEERE			1,434.22	**1,434.22**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	05/16/2022	JOHN DEERE		382,874.88		**382,874.88**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	05/16/2022	TOYOTA AUTO REC			3,358.34	**3,358.34**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	05/16/2022	TOYOTA AUTO REC		455,438.24		**455,438.24**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	05/16/2022	World Omni Auto Rec'			3,500.00	**3,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	05/16/2022	World Omni Auto Rec'		344,086.18		**344,086.18**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	05/16/2022	Harley-Davidson Moto			110.78	**110.78**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	05/16/2022	Harley-Davidson Moto		373,562.94		**373,562.94**
40958	COMM	34532NAC9	FM 0.3% MAT	Interest	05/16/2022	FORD MOTOR			5,000.00	**5,000.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Redemption	05/16/2022	FORD MOTOR		546,960.17		**546,960.17**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	05/16/2022	JOHN DEERE			2,325.00	**2,325.00**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	05/16/2022	JOHN DEERE		205,728.57		**205,728.57**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	05/16/2022	HYUNDAI AUTO			3,008.34	**3,008.34**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	05/16/2022	HYUNDAI AUTO		250,544.60		**250,544.60**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	05/16/2022	TOYOTA AUTO REC			6,500.01	**6,500.01**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	05/16/2022	TOYOTA AUTO REC		732,873.86		**732,873.86**
41187	COMM	44891VAC5	HALST 0.33% MAT	Interest	05/16/2022	Hyundai Auto Lease S			6,187.50	**6,187.50**
41187	COMM	44891VAC5	HALST 0.33% MAT	Redemption	05/16/2022	Hyundai Auto Lease S		870,361.41		**870,361.41**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	05/16/2022	Nissan Auto Receivab			11,000.00	**11,000.00**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	05/16/2022	Nissan Auto Receivab		1,019,334.63		**1,019,334.63**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	05/16/2022	MERCEDES-BENZ			4,916.66	**4,916.66**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	05/16/2022	MERCEDES-BENZ		499,835.30		**499,835.30**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	05/16/2022	JOHN DEERE			3,466.66	**3,466.66**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	05/16/2022	JOHN DEERE		176,810.30		**176,810.30**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	05/16/2022	Capital One Multi Ex			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	05/16/2022	Capital One Multi Ex		490,360.81		**490,360.81**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	05/16/2022	Hyundai Auto Lease S			7,995.84	**7,995.84**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	05/16/2022	Hyundai Auto Lease S		870,520.30		**870,520.30**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	05/16/2022	MERCEDES -BENZ			7,762.49	**7,762.49**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	05/16/2022	MERCEDES -BENZ		427,813.94		**427,813.94**
41392	COMM	98163HAB5	WOART 0.29% MAT	Interest	05/16/2022	World Omni Auto Rec'			1,191.27	**1,191.27**
41392	COMM	98163HAB5	WOART 0.29% MAT	Redemption	05/16/2022	World Omni Auto Rec'		664,143.95		**664,143.95**
41397	COMM	345329AC0	FM 0.37% MAT	Interest	05/16/2022	FORD MOTOR			6,474.99	**6,474.99**
41397	COMM	345329AC0	FM 0.37% MAT	Redemption	05/16/2022	FORD MOTOR		724,019.65		**724,019.65**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	05/16/2022	Discover Card Execut			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	05/16/2022	Discover Card Execut		398,915.26		**398,915.26**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	05/16/2022	Capital One Prime Au			8,983.32	**8,983.32**

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41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	05/16/2022	Capital One Prime Au		275,898.32		**275,898.32**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	05/16/2022	TOYOTA AUTO REC			6,804.17	**6,804.17**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	05/16/2022	TOYOTA AUTO REC		247,589.11		**247,589.11**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	05/16/2022	American Express			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	05/16/2022	American Express		600,487.23		**600,487.23**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	05/16/2022	Capital One Multi Ex			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	05/16/2022	Capital One Multi Ex		663,138.80		**663,138.80**
41718	COMM	89190GAB3	TAOT 0.14% MAT	Interest	05/16/2022	TOYOTA AUTO REC			249.27	**249.27**
41718	COMM	89190GAB3	TAOT 0.14% MAT	Redemption	05/16/2022	TOYOTA AUTO REC		282,569.59		**282,569.59**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	05/16/2022	Hyundai Auto Lease S			12,808.34	**12,808.34**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	05/16/2022	Hyundai Auto Lease S		403,931.48		**403,931.48**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	05/16/2022	FORD CREDIT AUTO			12,900.00	**12,900.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	05/16/2022	FORD CREDIT AUTO		241,581.11		**241,581.11**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	05/16/2022	TOYOTA AUTO REC			13,325.00	**13,325.00**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	05/16/2022	TOYOTA AUTO REC		262,012.02		**262,012.02**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	05/16/2022	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	05/16/2022	HONDA AUTO		463,204.45		**463,204.45**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	05/16/2022	Nissan Auto Receivab			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	05/16/2022	Nissan Auto Receivab		321,897.49		**321,897.49**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	05/16/2022	JOHN DEERE			19,333.33	**19,333.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	05/16/2022	JOHN DEERE		179,106.58		**179,106.58**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	05/16/2022	American Express			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	05/16/2022	American Express		319,572.23		**319,572.23**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	05/16/2022	Capital One Multi Ex			66,500.00	**66,500.00**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	05/16/2022	Capital One Multi Ex		303,847.13		**303,847.13**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	05/16/2022	GM FINANCIAL			32,679.18	**32,679.18**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	05/16/2022	GM FINANCIAL		185,896.88		**185,896.88**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	05/16/2022	WORLD OMNI			8,560.00	**8,560.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	05/16/2022	WORLD OMNI		82,354.29		**82,354.29**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	05/16/2022	Harley-Davidson Moto			53,125.00	**53,125.00**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	05/16/2022	Harley-Davidson Moto		404,529.56		**404,529.56**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	05/16/2022	FORD CREDIT AUTO			51,141.66	**51,141.66**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	05/16/2022	FORD CREDIT AUTO		776,977.60		**776,977.60**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	05/16/2022	CARMAX AUTO			29,665.01	**29,665.01**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	05/16/2022	CARMAX AUTO		283,013.27		**283,013.27**
		Totals for 05/16/2022					**499,993,194.45**	**530,167,728.13**	**1,530,389.10**	**31,704,922.78**
42176	COMM	SYS42176	BCREPO 0.75% MAT	Purchase	05/17/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42172	COMM	16536JEJ2	CHES DISC NOTE	Purchase	05/17/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42173	COMM	16536JEJ2	CHES DISC NOTE	Purchase	05/17/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42174	COMM	5148X1EJ8	LANDES DISC NOTE	Purchase	05/17/2022	LANDES	124,997,152.78			**-124,997,152.78**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42175	COMM	63873KEJ2	NATXNY DISC NOTE	Purchase	05/17/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42167	COMM	16536JEH6	CHES DISC NOTE	Redemption	05/17/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42168	COMM	16536JEH6	CHES DISC NOTE	Redemption	05/17/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42169	COMM	5148X1EH2	LANDES DISC NOTE	Redemption	05/17/2022	LANDES		125,000,000.00		125,000,000.00
42170	COMM	63873KEH6	NATXNY DISC NOTE	Redemption	05/17/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42171	COMM	SYS42171	BCREPO 0.75% MAT	Redemption	05/17/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
40780	COMM	3135GA2Z3	FEDERAL NATL MTG	Interest	05/17/2022	FNMA NOTES			70,000.00	70,000.00
42171	COMM	SYS42171	BCREPO 0.75% MAT	Interest	05/17/2022	BARCLAYS CAPITAL			4,166.68	4,166.68
		Totals for 05/17/2022					**499,993,194.45**	**500,000,000.00**	**74,166.68**	**80,972.23**
42182	COMM	02008JAC0	ALLY 3.31% MAT	Purchase	05/18/2022	ALLY	29,494,288.80			-29,494,288.80
42181	COMM	SYS42181	BCREPO 0.75% MAT	Purchase	05/18/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Purchase	05/18/2022	BMW VEHICLE	13,999,272.00			-13,999,272.00
42177	COMM	16536JEK9	CHES DISC NOTE	Purchase	05/18/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42178	COMM	16536JEK9	CHES DISC NOTE	Purchase	05/18/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42184	COMM	44934LAD4	HALST 3.35% MAT	Purchase	05/18/2022	Hyundai Auto Lease S	37,996,944.80			-37,996,944.80
42179	COMM	5148X1EK5	LANDES DISC NOTE	Purchase	05/18/2022	LANDES	124,997,152.78			-124,997,152.78
42180	COMM	63873KEK9	NATXNY DISC NOTE	Purchase	05/18/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42172	COMM	16536JEJ2	CHES DISC NOTE	Redemption	05/18/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42173	COMM	16536JEJ2	CHES DISC NOTE	Redemption	05/18/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42174	COMM	5148X1EJ8	LANDES DISC NOTE	Redemption	05/18/2022	LANDES		125,000,000.00		125,000,000.00
42175	COMM	63873KEJ2	NATXNY DISC NOTE	Redemption	05/18/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42176	COMM	SYS42176	BCREPO 0.75% MAT	Redemption	05/18/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
41536	COMM	3133ENEJ5	FEDERAL FARM CR	Interest	05/18/2022	FFCB NOTES			109,375.00	109,375.00
42176	COMM	SYS42176	BCREPO 0.75% MAT	Interest	05/18/2022	BARCLAYS CAPITAL			4,166.67	4,166.67
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	05/18/2022	HONDA AUTO			2,245.13	2,245.13
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	05/18/2022	HONDA AUTO		501,804.12		501,804.12
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	05/18/2022	HONDA AUTO			6,150.01	6,150.01
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	05/18/2022	HONDA AUTO		442,198.96		442,198.96
		Totals for 05/18/2022					**581,483,700.05**	**500,944,003.08**	**121,936.81**	**-80,417,760.16**
42191	COMM	SYS42191	BCREPO 0.75% MAT	Purchase	05/19/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42185	COMM	16536JEL7	CHES DISC NOTE	Purchase	05/19/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42186	COMM	16536JEL7	CHES DISC NOTE	Purchase	05/19/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Purchase	05/19/2022	FHLMC Multi-Family	24,948,461.86			-24,948,461.86
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Purchase	05/19/2022	FNMA Multi-Family	28,992,225.00			-28,992,225.00
42189	COMM	5148X1EL3	LANDES DISC NOTE	Purchase	05/19/2022	LANDES	124,997,152.78			-124,997,152.78
42190	COMM	63873KEL7	NATXNY DISC NOTE	Purchase	05/19/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42177	COMM	16536JEK9	CHES DISC NOTE	Redemption	05/19/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42178	COMM	16536JEK9	CHES DISC NOTE	Redemption	05/19/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42179	COMM	5148X1EK5	LANDES DISC NOTE	Redemption	05/19/2022	LANDES		125,000,000.00		125,000,000.00

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42180	COMM	63873KEK9	NATXNY DISC NOTE	Redemption	05/19/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42181	COMM	SYS42181	BCREPO 0.75% MAT	Redemption	05/19/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40502	COMM	3130AJLA5	FEDERAL HOME	Interest	05/19/2022	FHLB NOTES			18,750.00	**18,750.00**
42181	COMM	SYS42181	BCREPO 0.75% MAT	Interest	05/19/2022	BARCLAYS CAPITAL			4,166.68	**4,166.68**
		Totals for 05/19/2022					**553,933,881.31**	**500,000,000.00**	**22,916.68**	**-53,910,964.63**
42196	COMM	SYS42196	BCREPO 0.75% MAT	Purchase	05/20/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42192	COMM	16536JEP8	CHES DISC NOTE	Purchase	05/20/2022	CHESHAM FINANCE	49,996,583.33			**-49,996,583.33**
42193	COMM	16536JEP8	CHES DISC NOTE	Purchase	05/20/2022	CHESHAM FINANCE	74,994,875.00			**-74,994,875.00**
42194	COMM	5148X1EP4	LANDES DISC NOTE	Purchase	05/20/2022	LANDES	124,991,458.33			**-124,991,458.33**
42195	COMM	63873KEP8	NATXNY DISC NOTE	Purchase	05/20/2022	Natixis NY Branch	49,996,666.67			**-49,996,666.67**
41471	COMM	86564G3T6	SUMITOMO MITSUI	Redemption	05/20/2022	SUMITOMO MITSUI		50,000,000.00		**50,000,000.00**
41522	COMM	1247P3EL2	CAFCO ZERO CPN	Redemption	05/20/2022	CAFCO LLC		25,000,000.00		**25,000,000.00**
42185	COMM	16536JEL7	CHES DISC NOTE	Redemption	05/20/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42186	COMM	16536JEL7	CHES DISC NOTE	Redemption	05/20/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42189	COMM	5148X1EL3	LANDES DISC NOTE	Redemption	05/20/2022	LANDES		125,000,000.00		**125,000,000.00**
42190	COMM	63873KEL7	NATXNY DISC NOTE	Redemption	05/20/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42191	COMM	SYS42191	BCREPO 0.75% MAT	Redemption	05/20/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
41471	COMM	86564G3T6	SUMITOMO MITSUI	Interest	05/20/2022	SUMITOMO MITSUI			57,222.22	**57,222.22**
42191	COMM	SYS42191	BCREPO 0.75% MAT	Interest	05/20/2022	BARCLAYS CAPITAL			4,166.66	**4,166.66**
39612	COMM	92349GAA9	VERIZON OWNER	Interest	05/20/2022	VERIZON OWNER			14,878.33	**14,878.33**
39612	COMM	92349GAA9	VERIZON OWNER	Redemption	05/20/2022	VERIZON OWNER		1,691,226.74		**1,691,226.74**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Interest	05/20/2022	VERIZON OWNER			18,061.18	**18,061.18**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Redemption	05/20/2022	VERIZON OWNER		1,554,927.50		**1,554,927.50**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Interest	05/20/2022	GM Fin'cl Auto Leasi			537.51	**537.51**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Redemption	05/20/2022	GM Fin'cl Auto Leasi		185,121.07		**185,121.07**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	05/20/2022	VERIZON OWNER			11,456.26	**11,456.26**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	05/20/2022	VERIZON OWNER		955,895.86		**955,895.86**
40623	COMM	362569AC9	GMALT 0.45% MAT	Interest	05/20/2022	GM Fin'cl Auto Leasi			2,208.82	**2,208.82**
40623	COMM	362569AC9	GMALT 0.45% MAT	Redemption	05/20/2022	GM Fin'cl Auto Leasi		980,475.97		**980,475.97**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	05/20/2022	VERIZON OWNER			7,004.17	**7,004.17**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	05/20/2022	VERIZON OWNER		611,413.60		**611,413.60**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Interest	05/20/2022	Volkswagen Auto			2,437.50	**2,437.50**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Redemption	05/20/2022	Volkswagen Auto		361,522.59		**361,522.59**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	05/20/2022	GM Fin'cl Auto Leasi			1,787.51	**1,787.51**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	05/20/2022	GM Fin'cl Auto Leasi		394,072.89		**394,072.89**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	05/20/2022	Toyota Lease Owner			4,225.00	**4,225.00**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	05/20/2022	Toyota Lease Owner		545,283.34		**545,283.34**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	05/20/2022	Santander Retail Aut			6,566.25	**6,566.25**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	05/20/2022	Santander Retail Aut		576,152.15		**576,152.15**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	05/20/2022	Santander Retail Aut			3,125.00	**3,125.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	05/20/2022	Santander Retail Aut		222,549.36		**222,549.36**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Interest	05/20/2022	VERIZON MASTER			18,200.01	**18,200.01**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Redemption	05/20/2022	VERIZON MASTER		373,357.06		**373,357.06**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	05/20/2022	Toyota Lease Owner			31,033.33	**31,033.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	05/20/2022	Toyota Lease Owner		553,073.05		**553,073.05**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	05/20/2022	DLLST			17,377.78	**17,377.78**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	05/20/2022	DLLST		324,501.01		**324,501.01**
		Totals for 05/20/2022					**499,979,583.33**	**584,329,572.19**	**200,287.53**	**84,550,276.39**
42201	COMM	SYS42201	BCREPO 0.75% MAT	Purchase	05/23/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42197	COMM	16536JEQ6	CHES DISC NOTE	Purchase	05/23/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42198	COMM	16536JEQ6	CHES DISC NOTE	Purchase	05/23/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42199	COMM	5148X1EQ2	LANDES DISC NOTE	Purchase	05/23/2022	LANDES	124,997,152.78			**-124,997,152.78**
42200	COMM	63873KEQ6	NATXNY DISC NOTE	Purchase	05/23/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42192	COMM	16536JEP8	CHES DISC NOTE	Redemption	05/23/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42193	COMM	16536JEP8	CHES DISC NOTE	Redemption	05/23/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42194	COMM	5148X1EP4	LANDES DISC NOTE	Redemption	05/23/2022	LANDES		125,000,000.00		**125,000,000.00**
42195	COMM	63873KEP8	NATXNY DISC NOTE	Redemption	05/23/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42196	COMM	SYS42196	BCREPO 0.75% MAT	Redemption	05/23/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
41697	COMM	3133ENJB7	FFCB FLT MAT	Interest	05/23/2022	FFCB NOTES			41,500.00	**41,500.00**
42196	COMM	SYS42196	BCREPO 0.75% MAT	Interest	05/23/2022	BARCLAYS CAPITAL			12,499.99	**12,499.99**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Interest	05/23/2022	HONDA AUTO			6,263.29	**6,263.29**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Redemption	05/23/2022	HONDA AUTO		713,960.71		**713,960.71**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	05/23/2022	HONDA AUTO			13,740.90	**13,740.90**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	05/23/2022	HONDA AUTO		920,872.92		**920,872.92**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	05/23/2022	HONDA AUTO			2,643.75	**2,643.75**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	05/23/2022	HONDA AUTO		354,061.70		**354,061.70**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	05/23/2022	HONDA AUTO			10,266.66	**10,266.66**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	05/23/2022	HONDA AUTO		319,822.41		**319,822.41**
41717	COMM	43815MAD8	HAROT 2.54% MAT	Interest	05/23/2022	HONDA AUTO			7,450.67	**7,450.67**
41717	COMM	43815MAD8	HAROT 2.54% MAT	Redemption	05/23/2022	HONDA AUTO		116,429.46		**116,429.46**
		Totals for 05/23/2022					**499,993,194.45**	**502,425,147.20**	**94,365.26**	**2,526,318.01**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Purchase	05/24/2022	American Express	34,992,258.00			**-34,992,258.00**
42208	COMM	SYS42208	BCREPO 0.75% MAT	Purchase	05/24/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42203	COMM	16536JER4	CHES DISC NOTE	Purchase	05/24/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42204	COMM	16536JER4	CHES DISC NOTE	Purchase	05/24/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42205	COMM	3137FMD25	FHLMCM 2.875%	Purchase	05/24/2022	FHLMC Multi-Family	19,820,844.65			**-19,820,844.65**
42206	COMM	5148X1ER0	LANDES DISC NOTE	Purchase	05/24/2022	LANDES	124,997,152.78			**-124,997,152.78**
42207	COMM	63873KER4	NATXNY DISC NOTE	Purchase	05/24/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
41996	COMM	313385XE1	FHDN DISC NOTE	Redemption	05/24/2022	FHLB DISCOUNT		100,000,000.00		**100,000,000.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42197	COMM	16536JEQ6	CHES DISC NOTE	Redemption	05/24/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42198	COMM	16536JEQ6	CHES DISC NOTE	Redemption	05/24/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42199	COMM	5148X1EQ2	LANDES DISC NOTE	Redemption	05/24/2022	LANDES		125,000,000.00		**125,000,000.00**
42200	COMM	63873KEQ6	NATXNY DISC NOTE	Redemption	05/24/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42201	COMM	SYS42201	BCREPO 0.75% MAT	Redemption	05/24/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40773	COMM	459058JM6	IBRD 0.25% MAT	Interest	05/24/2022	INTL BANK RECON &			15,312.50	**15,312.50**
42201	COMM	SYS42201	BCREPO 0.75% MAT	Interest	05/24/2022	BARCLAYS CAPITAL			4,166.67	**4,166.67**
		Totals for 05/24/2022					**554,806,297.10**	**600,000,000.00**	**19,479.17**	**45,213,182.07**
42213	COMM	SYS42213	BCREPO 0.75% MAT	Purchase	05/25/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42209	COMM	16536JES2	CHES DISC NOTE	Purchase	05/25/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42210	COMM	16536JES2	CHES DISC NOTE	Purchase	05/25/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42211	COMM	5148X1ES8	LANDES DISC NOTE	Purchase	05/25/2022	LANDES	124,997,152.78			**-124,997,152.78**
42212	COMM	63873KES2	NATXNY DISC NOTE	Purchase	05/25/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Purchase	05/25/2022	VERIZON MASTER	33,499,025.15			**-33,499,025.15**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	05/25/2022	FNMA Multi-Family		0.01		**0.01**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	05/25/2022	FNMA Multi-Family		0.02		**0.02**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	05/25/2022	FNMA Multi-Family		0.01		**0.01**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	05/25/2022	FNMA Multi-Family		0.01		**0.01**
42203	COMM	16536JER4	CHES DISC NOTE	Redemption	05/25/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42204	COMM	16536JER4	CHES DISC NOTE	Redemption	05/25/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42206	COMM	5148X1ER0	LANDES DISC NOTE	Redemption	05/25/2022	LANDES		125,000,000.00		**125,000,000.00**
42207	COMM	63873KER4	NATXNY DISC NOTE	Redemption	05/25/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42208	COMM	SYS42208	BCREPO 0.75% MAT	Redemption	05/25/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42208	COMM	SYS42208	BCREPO 0.75% MAT	Interest	05/25/2022	BARCLAYS CAPITAL			4,166.68	**4,166.68**
38387	COMM	3137AYCE9		Interest	05/25/2022	FHLMC Multi-Family			42,504.40	**42,504.40**
38387	COMM	3137AYCE9		Redemption	05/25/2022	FHLMC Multi-Family		50,586.60		**50,586.60**
38391	COMM	3137AYCE9		Interest	05/25/2022	FHLMC Multi-Family			15,939.15	**15,939.15**
38391	COMM	3137AYCE9		Redemption	05/25/2022	FHLMC Multi-Family		18,969.98		**18,969.98**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Interest	05/25/2022	FHLMC Multi-Family			9,905.05	**9,905.05**
38465	COMM	3137AWQH1	FHLMCM 2.307%	Redemption	05/25/2022	FHLMC Multi-Family		148,479.17		**148,479.17**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Interest	05/25/2022	FHLMC Multi-Family			53,091.46	**53,091.46**
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Redemption	05/25/2022	FHLMC Multi-Family		50,805.60		**50,805.60**
38666	COMM	3137AYCE9		Interest	05/25/2022	FHLMC Multi-Family			24,960.71	**24,960.71**
38666	COMM	3137AYCE9		Redemption	05/25/2022	FHLMC Multi-Family		29,706.98		**29,706.98**
38744	COMM	3137AYCE9		Interest	05/25/2022	FHLMC Multi-Family			42,504.40	**42,504.40**
38744	COMM	3137AYCE9		Redemption	05/25/2022	FHLMC Multi-Family		50,586.60		**50,586.60**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	05/25/2022	FHLMC Multi-Family			12,176.25	**12,176.25**
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	05/25/2022	FHLMC Multi-Family		315,379.10		**315,379.10**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	05/25/2022	FHLMC Multi-Family			29,425.00	**29,425.00**
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	05/25/2022	FHLMC Multi-Family		668,574.49		**668,574.49**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	05/25/2022	FHLMC Multi-Family			29,034.24	**29,034.24**
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	05/25/2022	FHLMC Multi-Family		104,869.76		**104,869.76**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	05/25/2022	FHLMC Multi-Family			28,816.67	**28,816.67**
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	05/25/2022	FHLMC Multi-Family		629,011.27		**629,011.27**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Interest	05/25/2022	FHLMC Multi-Family			58,837.51	**58,837.51**
39295	COMM	3137B04Y7	FHLMCM 2.615%	Redemption	05/25/2022	FHLMC Multi-Family		2,773,376.05		**2,773,376.05**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	05/25/2022	FNMA Multi-Family			51,458.33	**51,458.33**
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	05/25/2022	FNMA Multi-Family		1,268,598.24		**1,268,598.24**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Interest	05/25/2022	FNMA Multi-Family			5,644.23	**5,644.23**
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Redemption	05/25/2022	FNMA Multi-Family		7,595.21		**7,595.21**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	05/25/2022	FNMA Multi-Family			29,255.83	**29,255.83**
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	05/25/2022	FNMA Multi-Family		34,666.50		**34,666.50**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Interest	05/25/2022	FNMA Multi-Family			8,958.33	**8,958.33**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	05/25/2022	FNMA Multi-Family		4,999,999.99		**4,999,999.99**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Interest	05/25/2022	FNMA Multi-Family				**0.00**
39609	COMM	3138LGFF8	FNMAM 2.15% MAT	Redemption	05/25/2022	FNMA Multi-Family				**0.00**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Interest	05/25/2022	FNMA Multi-Family			12,306.82	**12,306.82**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Redemption	05/25/2022	FNMA Multi-Family		14,733.68		**14,733.68**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	05/25/2022	FHLMC Multi-Family			29,380.77	**29,380.77**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	05/25/2022	FHLMC Multi-Family		289,280.64		**289,280.64**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Interest	05/25/2022	FNMA Multi-Family			10,791.67	**10,791.67**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Redemption	05/25/2022	FNMA Multi-Family		1,033,754.27		**1,033,754.27**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Interest	05/25/2022	FNMA Multi-Family			14,610.61	**14,610.61**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	05/25/2022	FNMA Multi-Family		8,212,055.80		**8,212,055.80**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Interest	05/25/2022	FNMA Multi-Family				**0.00**
39844	COMM	3138L0RM5	FNMAM 2.135% MAT	Redemption	05/25/2022	FNMA Multi-Family				**0.00**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Interest	05/25/2022	BMW VEHICLE			6,355.23	**6,355.23**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Redemption	05/25/2022	BMW VEHICLE		685,334.60		**685,334.60**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Interest	05/25/2022	FNMA Multi-Family			7,804.03	**7,804.03**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Redemption	05/25/2022	FNMA Multi-Family		823,047.15		**823,047.15**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Interest	05/25/2022	FNMA Multi-Family			12,467.41	**12,467.41**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	05/25/2022	FNMA Multi-Family		6,366,338.42		**6,366,338.42**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Interest	05/25/2022	FNMA Multi-Family				**0.00**
40293	COMM	3138L0RC7	FNMAM 2.35% MAT	Redemption	05/25/2022	FNMA Multi-Family				**0.00**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Interest	05/25/2022	FHLMC Multi-Family			11,704.94	**11,704.94**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Redemption	05/25/2022	FHLMC Multi-Family		8,077.77		**8,077.77**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	05/25/2022	FHLMC Multi-Family			20,855.12	**20,855.12**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	05/25/2022	FHLMC Multi-Family		15,780.90		**15,780.90**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	05/25/2022	FNMA Multi-Family			33,441.71	**33,441.71**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	05/25/2022	FNMA Multi-Family		12,995.74		**12,995.74**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Interest	05/25/2022	FNMA Multi-Family			1,503.21	**1,503.21**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	05/25/2022	FNMA Multi-Family		844,894.19		**844,894.19**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Interest	05/25/2022	FNMA Multi-Family				**0.00**
40517	COMM	3138L0RM5A	FNMAM 2.135% MAT	Redemption	05/25/2022	FNMA Multi-Family				**0.00**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	05/25/2022	FHLMC Multi-Family			27,870.98	**27,870.98**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	05/25/2022	FHLMC Multi-Family		214,089.60		**214,089.60**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	05/25/2022	BMW VEHICLE			2,241.92	**2,241.92**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	05/25/2022	BMW VEHICLE		476,896.68		**476,896.68**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	05/25/2022	FHLMC Multi-Family			8,227.41	**8,227.41**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	05/25/2022	FHLMC Multi-Family		123,616.78		**123,616.78**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	05/25/2022	FHLMC Multi-Family			1,142.31	**1,142.31**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	05/25/2022	FHLMC Multi-Family		10,946.40		**10,946.40**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	05/25/2022	FNMA Multi-Family			47,101.63	**47,101.63**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	05/25/2022	FNMA Multi-Family		41,198.20		**41,198.20**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	05/25/2022	FHLMC Multi-Family			30,235.03	**30,235.03**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	05/25/2022	FHLMC Multi-Family		24,220.68		**24,220.68**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	05/25/2022	FHLMC Multi-Family			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	05/25/2022	FHLMC Multi-Family		196,736.30		**196,736.30**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	05/25/2022	FNMA Multi-Family			38,333.86	**38,333.86**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	05/25/2022	FNMA Multi-Family		13,690.75		**13,690.75**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	05/25/2022	FHLMC Multi-Family			4,670.90	**4,670.90**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	05/25/2022	FHLMC Multi-Family		1,585,627.36		**1,585,627.36**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	05/25/2022	FHLMC Multi-Family			28,875.00	**28,875.00**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	05/25/2022	FHLMC Multi-Family		1,192,581.22		**1,192,581.22**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	05/25/2022	FNMA Multi-Family			19,579.25	**19,579.25**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	05/25/2022	FNMA Multi-Family		14,958.70		**14,958.70**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	05/25/2022	FHLMC Multi-Family			74,550.00	**74,550.00**
40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	05/25/2022	FHLMC Multi-Family		1,240,433.23		**1,240,433.23**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	05/25/2022	FHLMC Multi-Family			2,076.43	**2,076.43**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	05/25/2022	FHLMC Multi-Family		13,040.49		**13,040.49**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	05/25/2022	BMW VEHICLE			2,924.17	**2,924.17**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	05/25/2022	BMW VEHICLE		602,023.72		**602,023.72**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	05/25/2022	FHLMC Multi-Family			24,828.80	**24,828.80**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	05/25/2022	FHLMC Multi-Family		13,797.74		**13,797.74**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	05/25/2022	FHLMC Multi-Family			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	05/25/2022	FHLMC Multi-Family		147,077.21		**147,077.21**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	05/25/2022	FHLMC Multi-Family			5,016.14	**5,016.14**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	05/25/2022	FHLMC Multi-Family		835.59		**835.59**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	05/25/2022	FHLMC Multi-Family			44,910.07	**44,910.07**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	05/25/2022	FHLMC Multi-Family		437,711.70		**437,711.70**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	05/25/2022	FHLMC Multi-Family			25,316.67	**25,316.67**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	05/25/2022	FHLMC Multi-Family		208,546.31		**208,546.31**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Interest	05/25/2022	FNMA Multi-Family			9,868.35	**9,868.35**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Redemption	05/25/2022	FNMA Multi-Family		7,934.25		**7,934.25**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	05/25/2022	FHLMC Multi-Family			13,770.76	**13,770.76**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	05/25/2022	FHLMC Multi-Family		13,043.25		**13,043.25**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	05/25/2022	FNMA Multi-Family			41,377.53	**41,377.53**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	05/25/2022	FNMA Multi-Family		27,566.00		**27,566.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	05/25/2022	FHLMC Multi-Family			26,250.00	**26,250.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	05/25/2022	FHLMC Multi-Family		343,460.39		**343,460.39**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	05/25/2022	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	05/25/2022	BMW VEHICLE		794,066.40		**794,066.40**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	05/25/2022	FNMA Multi-Family			7,524.07	**7,524.07**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	05/25/2022	FNMA Multi-Family		3,723.25		**3,723.25**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	05/25/2022	FHLMC Single Family			18,658.57	**18,658.57**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	05/25/2022	FHLMC Single Family		182,655.57		**182,655.57**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	05/25/2022	FNMA Single Family			17,777.59	**17,777.59**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	05/25/2022	FNMA Single Family		291,037.20		**291,037.20**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	05/25/2022	FNMA Single Family			30,498.67	**30,498.67**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	05/25/2022	FNMA Single Family		298,152.95		**298,152.95**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	05/25/2022	FHLMC Single Family			26,365.70	**26,365.70**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	05/25/2022	FHLMC Single Family		256,718.44		**256,718.44**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	05/25/2022	FNMA Single Family			23,622.49	**23,622.49**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	05/25/2022	FNMA Single Family		244,863.80		**244,863.80**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	05/25/2022	BMW VEHICLE			14,895.84	**14,895.84**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	05/25/2022	BMW VEHICLE		467,587.87		**467,587.87**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	05/25/2022	FHLMC Multi-Family			35,825.83	**35,825.83**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	05/25/2022	FHLMC Multi-Family		53,053.70		**53,053.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	05/25/2022	FHLMC Multi-Family			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	05/25/2022	FHLMC Multi-Family		495,685.05		**495,685.05**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	05/25/2022	FNMA Multi-Family			24,769.69	**24,769.69**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	05/25/2022	FNMA Multi-Family		16,782.59		**16,782.59**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	05/25/2022	FHLMC Multi-Family			51,828.19	**51,828.19**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	05/25/2022	FHLMC Multi-Family		46,517.76		**46,517.76**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	05/25/2022	FNMA Multi-Family			90,416.67	**90,416.67**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	05/25/2022	FNMA Multi-Family		915,798.95		**915,798.95**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	05/25/2022	FNMA Multi-Family			-57,263.89	**-57,263.89**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	05/25/2022	FNMA Multi-Family				**0.00**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	05/25/2022	FHLMC Multi-Family			50,416.67	**50,416.67**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	05/25/2022	FHLMC Multi-Family		25,391.30		**25,391.30**

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42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	05/25/2022	FHLMC Multi-Family			-33,611.11	**-33,611.11**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	05/25/2022	FHLMC Multi-Family				**0.00**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	05/25/2022	FHLMC Multi-Family			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	05/25/2022	FHLMC Multi-Family		712,370.39		**712,370.39**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	05/25/2022	FHLMC Multi-Family			-88,281.67	**-88,281.67**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	05/25/2022	FHLMC Multi-Family				**0.00**
		Totals for 05/25/2022					**533,492,219.60**	**541,211,936.52**	**1,465,332.64**	**9,185,049.56**
42220	COMM	SYS42220	BCREPO 0.75% MAT	Purchase	05/26/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42215	COMM	16536JET0	CHES DISC NOTE	Purchase	05/26/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42216	COMM	16536JET0	CHES DISC NOTE	Purchase	05/26/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42217	COMM	5148X1ET6	LANDES DISC NOTE	Purchase	05/26/2022	LANDES	124,997,152.78			**-124,997,152.78**
42218	COMM	63873KET0	NATXNY DISC NOTE	Purchase	05/26/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42219	COMM	90327QD89	USAA CAP CORP,	Purchase	05/26/2022	USAA CAPITAL	14,950,950.00			**-14,950,950.00**
42209	COMM	16536JES2	CHES DISC NOTE	Redemption	05/26/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42210	COMM	16536JES2	CHES DISC NOTE	Redemption	05/26/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42211	COMM	5148X1ES8	LANDES DISC NOTE	Redemption	05/26/2022	LANDES		125,000,000.00		**125,000,000.00**
42212	COMM	63873KES2	NATXNY DISC NOTE	Redemption	05/26/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42213	COMM	SYS42213	BCREPO 0.75% MAT	Redemption	05/26/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42213	COMM	SYS42213	BCREPO 0.75% MAT	Interest	05/26/2022	BARCLAYS CAPITAL			4,166.68	**4,166.68**
		Totals for 05/26/2022					**514,944,144.45**	**500,000,000.00**	**4,166.68**	**-14,939,977.77**
42225	COMM	SYS42225	BCREPO 0.75% MAT	Purchase	05/27/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42221	COMM	16536JEX1	CHES DISC NOTE	Purchase	05/27/2022	CHESHAM FINANCE	49,995,444.44			**-49,995,444.44**
42222	COMM	16536JEX1	CHES DISC NOTE	Purchase	05/27/2022	CHESHAM FINANCE	74,993,166.67			**-74,993,166.67**
42223	COMM	5148X1EX7	LANDES DISC NOTE	Purchase	05/27/2022	LANDES	124,988,611.10			**-124,988,611.10**
42224	COMM	63873KEX1	NATXNY DISC NOTE	Purchase	05/27/2022	Natixis NY Branch	49,995,555.56			**-49,995,555.56**
41337	COMM	46640QET4	JPMSCC ZERO CPN	Redemption	05/27/2022	JP Morgan Securities		50,000,000.00		**50,000,000.00**
41415	COMM	7426M3ET2	PEFCO ZERO CPN	Redemption	05/27/2022	PRIVATE EXPORT		25,000,000.00		**25,000,000.00**
41556	COMM	06417MTF2	BNSHOU 0.25% MAT	Redemption	05/27/2022	BANK OF NOVA		75,000,000.00		**75,000,000.00**
41866	COMM	10924JET3	BHFSTF DISC NOTE	Redemption	05/27/2022	Brighthouse Financia		25,000,000.00		**25,000,000.00**
42215	COMM	16536JET0	CHES DISC NOTE	Redemption	05/27/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42216	COMM	16536JET0	CHES DISC NOTE	Redemption	05/27/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42217	COMM	5148X1ET6	LANDES DISC NOTE	Redemption	05/27/2022	LANDES		125,000,000.00		**125,000,000.00**
42218	COMM	63873KET0	NATXNY DISC NOTE	Redemption	05/27/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42220	COMM	SYS42220	BCREPO 0.75% MAT	Redemption	05/27/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40774	COMM	3135G06H1	FNMA 0.25% MAT	Interest	05/27/2022	FNMA NOTES			56,250.00	**56,250.00**
41556	COMM	06417MTF2	BNSHOU 0.25% MAT	Interest	05/27/2022	BANK OF NOVA			95,833.34	**95,833.34**
42220	COMM	SYS42220	BCREPO 0.75% MAT	Interest	05/27/2022	BARCLAYS CAPITAL			4,166.66	**4,166.66**
		Totals for 05/27/2022					**499,972,777.77**	**675,000,000.00**	**156,250.00**	**175,183,472.23**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42226	COMM	16536JF10	CHES DISC NOTE	Purchase	05/31/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42227	COMM	16536JF10	CHES DISC NOTE	Purchase	05/31/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
41610	COMM	47816GEX3	JNJPP DISC NOTE	Redemption	05/31/2022	JOHNSON &		50,000,000.00		50,000,000.00
41951	COMM	89233HEX8	TOYO DISC NOTE	Redemption	05/31/2022	TOYOTA MOTOR		50,000,000.00		50,000,000.00
42221	COMM	16536JEX1	CHES DISC NOTE	Redemption	05/31/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42222	COMM	16536JEX1	CHES DISC NOTE	Redemption	05/31/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42223	COMM	5148X1EX7	LANDES DISC NOTE	Redemption	05/31/2022	LANDES		125,000,000.00		125,000,000.00
42224	COMM	63873KEX1	NATXNY DISC NOTE	Redemption	05/31/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42225	COMM	SYS42225	BCREPO 0.75% MAT	Redemption	05/31/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
40506	COMM	3134GVVX3	FEDERAL HOME LN	Interest	05/31/2022	FHLMC NOTES			22,500.00	22,500.00
40783	COMM	3134GXDK7	FEDERAL HOME LN	Interest	05/31/2022	FHLMC NOTES			48,750.00	48,750.00
40831	COMM	3133EMHE5	FEDERAL FARM CR	Interest	05/31/2022	FFCB NOTES			12,937.00	12,937.00
41075	COMM	912828ZT0	UNITED STATES	Interest	05/31/2022	U.S. TREASURY			37,500.00	37,500.00
41550	COMM	9128286X3	UNITED STATES	Interest	05/31/2022	U.S. TREASURY			265,625.00	265,625.00
42225	COMM	SYS42225	BCREPO 0.75% MAT	Interest	05/31/2022	BARCLAYS CAPITAL			16,666.67	16,666.67
		Totals for 05/31/2022					**124,997,152.78**	**600,000,000.00**	**403,978.67**	**475,406,825.89**
42232	COMM	SYS42232	BCREPO 0.75% MAT	Purchase	06/01/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42228	COMM	16536JF28	CHES DISC NOTE	Purchase	06/01/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42229	COMM	16536JF28	CHES DISC NOTE	Purchase	06/01/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42234	COMM	3138LD5W9	FNMAM 2.625% MAT	Purchase	06/01/2022	FNMA Multi-Family	7,880,625.00			-7,880,625.00
42230	COMM	5148X1F24	LANDES DISC NOTE	Purchase	06/01/2022	LANDES	124,997,152.78			-124,997,152.78
42231	COMM	63873KF28	NATXNY DISC NOTE	Purchase	06/01/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42226	COMM	16536JF10	CHES DISC NOTE	Redemption	06/01/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42227	COMM	16536JF10	CHES DISC NOTE	Redemption	06/01/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
40805	COMM	3134GXEX8	FEDERAL HOME LN	Interest	06/01/2022	FHLMC NOTES			26,656.25	26,656.25
		Totals for 06/01/2022					**507,873,819.45**	**125,000,000.00**	**26,656.25**	**-382,847,163.20**
42239	COMM	SYS42239	BCREPO 0.75% MAT	Purchase	06/02/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42235	COMM	16536JF36	CHES DISC NOTE	Purchase	06/02/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42236	COMM	16536JF36	CHES DISC NOTE	Purchase	06/02/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42237	COMM	5148X1F32	LANDES DISC NOTE	Purchase	06/02/2022	LANDES	124,997,152.78			-124,997,152.78
42238	COMM	63873KF36	NATXNY DISC NOTE	Purchase	06/02/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42228	COMM	16536JF28	CHES DISC NOTE	Redemption	06/02/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42229	COMM	16536JF28	CHES DISC NOTE	Redemption	06/02/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42230	COMM	5148X1F24	LANDES DISC NOTE	Redemption	06/02/2022	LANDES		125,000,000.00		125,000,000.00
42231	COMM	63873KF28	NATXNY DISC NOTE	Redemption	06/02/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42232	COMM	SYS42232	BCREPO 0.75% MAT	Redemption	06/02/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
40793	COMM	3133EMJH6	FEDERAL FARMS	Interest	06/02/2022	FFCB NOTES			77,166.67	77,166.67
41160	COMM	3130AMRY0	FEDERAL HOME	Interest	06/02/2022	FHLB NOTES			12,500.00	12,500.00
41627	COMM	63873QRK2	NATXNY BRANCH	Interest	06/02/2022	Natixis NY Branch			43,166.65	43,166.65

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42232	COMM	SYS42232	BCREPO 0.75% MAT	Interest	06/02/2022	BARCLAYS CAPITAL			4,166.69	**4,166.69**
34292	COMM	SYS34292	MSTI 0.%	Interest	06/02/2022	MORGAN STANLEY			1.05	**1.05**
34292	COMM	SYS34292	MSTI 0.%	Purchase	06/02/2022	MORGAN STANLEY	1.05			**-1.05**
37590	COMM	SYS37590	JPM TE 0.44%	Interest	06/02/2022	JP MORGAN US			22,702.12	**22,702.12**
37590	COMM	SYS37590	JPM TE 0.44%	Purchase	06/02/2022	JP MORGAN US	22,702.12			**-22,702.12**
40461	COMM	SYS40461	DGCXX 0.%	Interest	06/02/2022	DREYFUS			6,007.52	**6,007.52**
40461	COMM	SYS40461	DGCXX 0.%	Purchase	06/02/2022	DREYFUS	6,007.52			**-6,007.52**
		Totals for 06/02/2022					**500,021,905.14**	**500,000,000.00**	**165,710.70**	**143,805.56**
42244	COMM	SYS42244	BCREPO 0.75% MAT	Purchase	06/03/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42240	COMM	16536JF69	CHES DISC NOTE	Purchase	06/03/2022	CHESHAM FINANCE	49,996,583.33			**-49,996,583.33**
42241	COMM	16536JF69	CHES DISC NOTE	Purchase	06/03/2022	CHESHAM FINANCE	74,994,875.00			**-74,994,875.00**
42245	COMM	3130ANMH0	FEDERAL HOME	Purchase	06/03/2022	FHLB NOTES	9,430,970.38			**-9,430,970.38**
42242	COMM	5148X1F65	LANDES DISC NOTE	Purchase	06/03/2022	LANDES	124,991,458.33			**-124,991,458.33**
42243	COMM	63873KF69	NATXNY DISC NOTE	Purchase	06/03/2022	Natixis NY Branch	49,996,666.67			**-49,996,666.67**
39594	COMM	3133EKNR3	FEDERAL FARM CR	Redemption	06/03/2022	FFCB NOTES		10,000,000.00		**10,000,000.00**
42235	COMM	16536JF36	CHES DISC NOTE	Redemption	06/03/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42236	COMM	16536JF36	CHES DISC NOTE	Redemption	06/03/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42237	COMM	5148X1F32	LANDES DISC NOTE	Redemption	06/03/2022	LANDES		125,000,000.00		**125,000,000.00**
42238	COMM	63873KF36	NATXNY DISC NOTE	Redemption	06/03/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42239	COMM	SYS42239	BCREPO 0.75% MAT	Redemption	06/03/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
39594	COMM	3133EKNR3	FEDERAL FARM CR	Interest	06/03/2022	FFCB NOTES			110,000.00	**110,000.00**
40508	COMM	3134GVYX0	FEDERAL HOME LN	Interest	06/03/2022	FHLMC NOTES			25,000.00	**25,000.00**
40509	COMM	3134GVYX0	FEDERAL HOME LN	Interest	06/03/2022	FHLMC NOTES			25,000.00	**25,000.00**
42239	COMM	SYS42239	BCREPO 0.75% MAT	Interest	06/03/2022	BARCLAYS CAPITAL			4,166.67	**4,166.67**
		Totals for 06/03/2022					**509,410,553.71**	**510,000,000.00**	**164,166.67**	**753,612.96**
42250	COMM	SYS42250	BCREPO 0.75% MAT	Purchase	06/06/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42246	COMM	16536JF77	CHES DISC NOTE	Purchase	06/06/2022	CHESHAM FINANCE	49,998,861.11			**-49,998,861.11**
42247	COMM	16536JF77	CHES DISC NOTE	Purchase	06/06/2022	CHESHAM FINANCE	74,998,291.67			**-74,998,291.67**
42248	COMM	5148X1F73	LANDES DISC NOTE	Purchase	06/06/2022	LANDES	124,997,152.78			**-124,997,152.78**
42249	COMM	63873KF77	NATXNY DISC NOTE	Purchase	06/06/2022	Natixis NY Branch	49,998,888.89			**-49,998,888.89**
42240	COMM	16536JF69	CHES DISC NOTE	Redemption	06/06/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42241	COMM	16536JF69	CHES DISC NOTE	Redemption	06/06/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42242	COMM	5148X1F65	LANDES DISC NOTE	Redemption	06/06/2022	LANDES		125,000,000.00		**125,000,000.00**
42243	COMM	63873KF69	NATXNY DISC NOTE	Redemption	06/06/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42244	COMM	SYS42244	BCREPO 0.75% MAT	Redemption	06/06/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40454	COMM	166764AB6	CHEVRON CORP	Interest	06/06/2022	CHEVRON CORP.			274,569.45	**274,569.45**
41639	COMM	74153WCQ0	PRICOA 1.15% MAT	Interest	06/06/2022	PRICOA Global			113,722.22	**113,722.22**
42244	COMM	SYS42244	BCREPO 0.75% MAT	Interest	06/06/2022	BARCLAYS CAPITAL			12,500.01	**12,500.01**
		Totals for 06/06/2022					**499,993,194.45**	**500,000,000.00**	**400,791.68**	**407,597.23**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42255	COMM	SYS42255	BCREPO 0.75% MAT	Purchase	06/07/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42251	COMM	16536JF85	CHES DISC NOTE	Purchase	06/07/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42252	COMM	16536JF85	CHES DISC NOTE	Purchase	06/07/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42256	COMM	3130AS6Q7	FEDERAL HOME	Purchase	06/07/2022	FHLB NOTES	30,000,000.00			-30,000,000.00
42253	COMM	5148X1F81	LANDES DISC NOTE	Purchase	06/07/2022	LANDES	124,997,152.78			-124,997,152.78
42254	COMM	63873KF85	NATXNY DISC NOTE	Purchase	06/07/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
39138	COMM	3130ABFD3	FEDERAL HOME	Redemption	06/07/2022	FHLB NOTES		15,000,000.00		15,000,000.00
42246	COMM	16536JF77	CHES DISC NOTE	Redemption	06/07/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42247	COMM	16536JF77	CHES DISC NOTE	Redemption	06/07/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42248	COMM	5148X1F73	LANDES DISC NOTE	Redemption	06/07/2022	LANDES		125,000,000.00		125,000,000.00
42249	COMM	63873KF77	NATXNY DISC NOTE	Redemption	06/07/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42250	COMM	SYS42250	BCREPO 0.75% MAT	Redemption	06/07/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
39138	COMM	3130ABFD3	FEDERAL HOME	Interest	06/07/2022	FHLB NOTES			98,437.50	98,437.50
41168	COMM	59217GEN5	MET LI 0.55% MAT	Interest	06/07/2022	MET LIFE GLOBAL			41,250.00	41,250.00
42250	COMM	SYS42250	BCREPO 0.75% MAT	Interest	06/07/2022	BARCLAYS CAPITAL			4,166.67	4,166.67
		Totals for 06/07/2022					**529,993,194.45**	**515,000,000.00**	**143,854.17**	**-14,849,340.28**
42262	COMM	SYS42262	BCREPO 0.75% MAT	Purchase	06/08/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42257	COMM	16536JF93	CHES DISC NOTE	Purchase	06/08/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42258	COMM	16536JF93	CHES DISC NOTE	Purchase	06/08/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42259	COMM	5148X1F99	LANDES DISC NOTE	Purchase	06/08/2022	LANDES	124,997,152.78			-124,997,152.78
42261	COMM	63873KF93	NATXNY DISC NOTE	Purchase	06/08/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42251	COMM	16536JF85	CHES DISC NOTE	Redemption	06/08/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42252	COMM	16536JF85	CHES DISC NOTE	Redemption	06/08/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42253	COMM	5148X1F81	LANDES DISC NOTE	Redemption	06/08/2022	LANDES		125,000,000.00		125,000,000.00
42254	COMM	63873KF85	NATXNY DISC NOTE	Redemption	06/08/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42255	COMM	SYS42255	BCREPO 0.75% MAT	Redemption	06/08/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
39069	COMM	3130A0F70	FEDERAL HOME	Interest	06/08/2022	FHLB NOTES			168,750.00	168,750.00
39106	COMM	3130A0F70	FEDERAL HOME	Interest	06/08/2022	FHLB NOTES			59,062.50	59,062.50
40811	COMM	3133EMJV5	FFCB FLOAT MAT	Interest	06/08/2022	FFCB NOTES			64,362.50	64,362.50
41824	COMM	59217GEH8	MET LI 0.9% MAT	Interest	06/08/2022	MET LIFE GLOBAL			85,716.00	85,716.00
41824	COMM	59217GEH8	MET LI 0.9% MAT	Accr Int	06/08/2022	MET LIFE GLOBAL		29,048.20	-29,048.20	0.00
42255	COMM	SYS42255	BCREPO 0.75% MAT	Interest	06/08/2022	BARCLAYS CAPITAL			4,166.66	4,166.66
		Totals for 06/08/2022					**499,993,194.45**	**500,029,048.20**	**353,009.46**	**388,863.21**
42267	COMM	SYS42267	BCREPO 0.75% MAT	Purchase	06/09/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42263	COMM	16536JFA0	CHES DISC NOTE	Purchase	06/09/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42264	COMM	16536JFA0	CHES DISC NOTE	Purchase	06/09/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42265	COMM	5148X1FA6	LANDES DISC NOTE	Purchase	06/09/2022	LANDES	124,997,152.78			-124,997,152.78
42266	COMM	3873KFA0	NATXNY DISC NOTE	Purchase	06/09/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
41171	COMM	3133EMF64	FEDERAL FARM CR	Redemption	06/09/2022	FFCB NOTES		25,000,000.00		25,000,000.00

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41664	COMM	67983UF99	OLDLLC DISC NOTE	Redemption	06/09/2022	OLD LINE FUNDING		50,000,000.00		**50,000,000.00**
42257	COMM	16536JF93	CHES DISC NOTE	Redemption	06/09/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42258	COMM	16536JF93	CHES DISC NOTE	Redemption	06/09/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42259	COMM	5148X1F99	LANDES DISC NOTE	Redemption	06/09/2022	LANDES		125,000,000.00		**125,000,000.00**
42261	COMM	63873KF93	NATXNY DISC NOTE	Redemption	06/09/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42262	COMM	SYS42262	BCREPO 0.75% MAT	Redemption	06/09/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
39016	COMM	3130AFE78	FEDERAL HOME	Interest	06/09/2022	FHLB NOTES			215,250.00	**215,250.00**
39559	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2022	FHLB NOTES			106,250.00	**106,250.00**
39592	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2022	FHLB NOTES			106,250.00	**106,250.00**
39665	COMM	3133834G3	FEDERAL HOME	Interest	06/09/2022	FHLB NOTES			228,490.63	**228,490.63**
41171	COMM	3133EMF64	FEDERAL FARM CR	Interest	06/09/2022	FFCB NOTES			7,500.00	**7,500.00**
41174	COMM	64952WED1	NEW YORK LIFE	Interest	06/09/2022	NEW YORK LIFE			115,000.00	**115,000.00**
41825	COMM	64952WED1	NEW YORK LIFE	Interest	06/09/2022	NEW YORK LIFE			54,308.75	**54,308.75**
41825	COMM	64952WED1	NEW YORK LIFE	Accr Int	06/09/2022	NEW YORK LIFE		18,102.92	-18,102.92	**0.00**
42262	COMM	SYS42262	BCREPO 0.75% MAT	Interest	06/09/2022	BARCLAYS CAPITAL			4,166.66	**4,166.66**
		Totals for 06/09/2022					**499,993,194.45**	**575,018,102.92**	**819,113.12**	**75,844,021.59**
42272	COMM	SYS42272	BCREPO 0.75% MAT	Purchase	06/10/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42268	COMM	16536JFD4	CHES DISC NOTE	Purchase	06/10/2022	CHESHAM FINANCE	49,996,583.33			**-49,996,583.33**
42269	COMM	16536JFD4	CHES DISC NOTE	Purchase	06/10/2022	CHESHAM FINANCE	74,994,875.00			**-74,994,875.00**
42270	COMM	5148X1FD0	LANDES DISC NOTE	Purchase	06/10/2022	LANDES	124,991,458.33			**-124,991,458.33**
42271	COMM	63873KFD4	NATXNY DISC NOTE	Purchase	06/10/2022	Natixis NY Branch	49,996,666.67			**-49,996,666.67**
39545	COMM	313379Q69	FEDERAL HOME	Redemption	06/10/2022	FHLB NOTES		25,000,000.00		**25,000,000.00**
39552	COMM	3130A5P45	FEDERAL HOME	Redemption	06/10/2022	FHLB NOTES		15,000,000.00		**15,000,000.00**
40459	COMM	313379Q69	FEDERAL HOME	Redemption	06/10/2022	FHLB NOTES		10,000,000.00		**10,000,000.00**
42263	COMM	16536JFA0	CHES DISC NOTE	Redemption	06/10/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42264	COMM	16536JFA0	CHES DISC NOTE	Redemption	06/10/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42265	COMM	5148X1FA6	LANDES DISC NOTE	Redemption	06/10/2022	LANDES		125,000,000.00		**125,000,000.00**
42266	COMM	3873KFA0	NATXNY DISC NOTE	Redemption	06/10/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42267	COMM	SYS42267	BCREPO 0.75% MAT	Redemption	06/10/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
39545	COMM	313379Q69	FEDERAL HOME	Interest	06/10/2022	FHLB NOTES			265,625.00	**265,625.00**
39552	COMM	3130A5P45	FEDERAL HOME	Interest	06/10/2022	FHLB NOTES			178,125.00	**178,125.00**
40459	COMM	313379Q69	FEDERAL HOME	Interest	06/10/2022	FHLB NOTES			106,250.00	**106,250.00**
41327	COMM	3133ELG99	FEDERAL FARM CR	Interest	06/10/2022	FFCB NOTES			14,671.88	**14,671.88**
42267	COMM	SYS42267	BCREPO 0.75% MAT	Interest	06/10/2022	BARCLAYS CAPITAL			4,166.67	**4,166.67**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Interest	06/10/2022	Carvana Auto			6,125.00	**6,125.00**
41209	COMM	14687TAC1	CRVNA 0.49% MAT	Redemption	06/10/2022	Carvana Auto		352,762.23		**352,762.23**
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Interest	06/10/2022	Carvana Auto			2,351.37	**2,351.37**
41406	COMM	14687JAD1	CRVNA 0.38% MAT	Redemption	06/10/2022	Carvana Auto		744,316.32		**744,316.32**
		Totals for 06/10/2022					**499,979,583.33**	**551,097,078.55**	**577,314.92**	**51,694,810.14**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42277	COMM	SYS42277	BCREPO 0.75% MAT	Purchase	06/13/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42273	COMM	16536JFE2	CHES DISC NOTE	Purchase	06/13/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42274	COMM	16536JFE2	CHES DISC NOTE	Purchase	06/13/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42275	COMM	5148X1FE8	LANDES DISC NOTE	Purchase	06/13/2022	LANDES	124,997,152.78			-124,997,152.78
42276	COMM	63873KFE2	NATXNY DISC NOTE	Purchase	06/13/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42268	COMM	16536JFD4	CHES DISC NOTE	Redemption	06/13/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42269	COMM	16536JFD4	CHES DISC NOTE	Redemption	06/13/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42270	COMM	5148X1FD0	LANDES DISC NOTE	Redemption	06/13/2022	LANDES		125,000,000.00		125,000,000.00
42271	COMM	63873KFD4	NATXNY DISC NOTE	Redemption	06/13/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42272	COMM	SYS42272	BCREPO 0.75% MAT	Redemption	06/13/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
41376	COMM	3130AN4T4	FEDERAL HOME	Interest	06/13/2022	FHLB NOTES			43,750.00	43,750.00
41653	COMM	3133ENGX2	FFCB FRN MAT	Interest	06/13/2022	FFCB NOTES			13,758.33	13,758.33
42272	COMM	SYS42272	BCREPO 0.75% MAT	Interest	06/13/2022	BARCLAYS CAPITAL			12,499.99	12,499.99
		Totals for 06/13/2022					**499,993,194.45**	**500,000,000.00**	**70,008.32**	**76,813.87**
42278	COMM	SYS42278	BCREPO 0.75% MAT	Purchase	06/14/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42279	COMM	16536JFF9	CHES DISC NOTE	Purchase	06/14/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42280	COMM	16536JFF9	CHES DISC NOTE	Purchase	06/14/2022	CHESHAM FINANCE	74,998,291.67			-74,998,291.67
42281	COMM	5148X1FF5	LANDES DISC NOTE	Purchase	06/14/2022	LANDES	124,997,152.78			-124,997,152.78
42282	COMM	63873KFF9	NATXNY DISC NOTE	Purchase	06/14/2022	Natixis NY Branch	49,998,888.89			-49,998,888.89
42273	COMM	16536JFE2	CHES DISC NOTE	Redemption	06/14/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42274	COMM	16536JFE2	CHES DISC NOTE	Redemption	06/14/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42275	COMM	5148X1FE8	LANDES DISC NOTE	Redemption	06/14/2022	LANDES		125,000,000.00		125,000,000.00
42276	COMM	63873KFE2	NATXNY DISC NOTE	Redemption	06/14/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42277	COMM	SYS42277	BCREPO 0.75% MAT	Redemption	06/14/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
39527	COMM	92826CAC6	VISA INC, SR GLBL	Interest	06/14/2022	VISA			156,184.00	156,184.00
41180	COMM	3133EMH70	FFCB FLOAT 0.04%	Interest	06/14/2022	FFCB NOTES			32,944.45	32,944.45
42277	COMM	SYS42277	BCREPO 0.75% MAT	Interest	06/14/2022	BARCLAYS CAPITAL			4,166.65	4,166.65
		Totals for 06/14/2022					**499,993,194.45**	**500,000,000.00**	**193,295.10**	**200,100.65**
42287	COMM	SYS42287	BCREPO 0.7% MAT	Purchase	06/15/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42283	COMM	16536JFG7	CHES DISC NOTE	Purchase	06/15/2022	CHESHAM FINANCE	49,998,861.11			-49,998,861.11
42284	COMM	16536JFG7	CHES DISC NOTE	Purchase	06/15/2022	CHESHAM FINANCE	74,998,291.50			-74,998,291.50
42285	COMM	5148X1FG3	LANDES DISC NOTE	Purchase	06/15/2022	LANDES	124,997,152.50			-124,997,152.50
42286	COMM	63873KFG7	NATXNY DISC NOTE	Purchase	06/15/2022	Natixis NY Branch	49,998,889.00			-49,998,889.00
42288	COMM	92826CAD4	VISA INC, SR GLBL	Purchase	06/15/2022	VANGUARD	19,482,550.00			-19,482,550.00
40162	COMM	3133ELDK7	FEDERAL FARM CR	Redemption	06/15/2022	FFCB NOTES		25,000,000.00		25,000,000.00
40163	COMM	3133ELDK7	FEDERAL FARM CR	Redemption	06/15/2022	FFCB NOTES		25,000,000.00		25,000,000.00
40164	COMM	3133ELDK7	FEDERAL FARM CR	Redemption	06/15/2022	FFCB NOTES		25,000,000.00		25,000,000.00
40498	COMM	7976466Q4	SAN FRANCISCO	Redemption	06/15/2022	SAN FRANCISCO		1,250,000.00		1,250,000.00
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	06/15/2022	Harley-Davidson Moto		0.01		0.01

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42278	COMM	SYS42278	BCREPO 0.75% MAT	Redemption	06/15/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42279	COMM	16536JFF9	CHES DISC NOTE	Redemption	06/15/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42280	COMM	16536JFF9	CHES DISC NOTE	Redemption	06/15/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42281	COMM	5148X1FF5	LANDES DISC NOTE	Redemption	06/15/2022	LANDES		125,000,000.00		**125,000,000.00**
42282	COMM	63873KFF9	NATXNY DISC NOTE	Redemption	06/15/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
40162	COMM	3133ELDK7	FEDERAL FARM CR	Interest	06/15/2022	FFCB NOTES			203,750.00	**203,750.00**
40163	COMM	3133ELDK7	FEDERAL FARM CR	Interest	06/15/2022	FFCB NOTES			203,750.00	**203,750.00**
40164	COMM	3133ELDK7	FEDERAL FARM CR	Interest	06/15/2022	FFCB NOTES			203,750.00	**203,750.00**
40315	COMM	931142DV2	WALMART INC, SR	Interest	06/15/2022	WALMART			370,668.75	**370,668.75**
40498	COMM	7976466Q4	SAN FRANCISCO	Interest	06/15/2022	SAN FRANCISCO			31,250.00	**31,250.00**
40847	COMM	3135GA7F2	FEDERAL NATL MTG	Interest	06/15/2022	FNMA NOTES			69,650.00	**69,650.00**
40848	COMM	3130AKK47	FHLB FLOAT MAT	Interest	06/15/2022	FHLB NOTES			63,625.01	**63,625.01**
41978	COMM	740189AM7	PCP 3.25% MAT	Interest	06/15/2022	PRECISION			170,527.50	**170,527.50**
41978	COMM	740189AM7	PCP 3.25% MAT	Accr Int	06/15/2022	PRECISION		106,106.00	-106,106.00	**0.00**
42278	COMM	SYS42278	BCREPO 0.75% MAT	Interest	06/15/2022	BARCLAYS CAPITAL			4,166.68	**4,166.68**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Interest	06/15/2022	Nissan Auto Receivab			7,761.36	**7,761.36**
39578	COMM	65479HAC1	NAROT 2.5% MAT	Redemption	06/15/2022	Nissan Auto Receivab		752,905.20		**752,905.20**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Interest	06/15/2022	Capital One Prime Au			2,202.28	**2,202.28**
39586	COMM	14042WAC4	COPAR 2.51% MAT	Redemption	06/15/2022	Capital One Prime Au		330,512.09		**330,512.09**
39706	COMM	477870AC3	JDOT 2.21% MAT	Interest	06/15/2022	JOHN DEERE			2,482.31	**2,482.31**
39706	COMM	477870AC3	JDOT 2.21% MAT	Redemption	06/15/2022	JOHN DEERE		220,702.39		**220,702.39**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Interest	06/15/2022	HONDA AUTO			2,672.48	**2,672.48**
39777	COMM	43815NAC8	HAROT 1.78% MAT	Redemption	06/15/2022	HONDA AUTO		341,888.08		**341,888.08**
39811	COMM	14041NFU0	COMET 1.72% MAT	Interest	06/15/2022	Capital One Multi Ex			50,166.66	**50,166.66**
39811	COMM	14041NFU0	COMET 1.72% MAT	Redemption	06/15/2022	Capital One Multi Ex		1,445,401.36		**1,445,401.36**
39883	COMM	58769TAD7	MBART 1.93% MAT	Interest	06/15/2022	MERCEDES -BENZ			10,820.12	**10,820.12**
39883	COMM	58769TAD7	MBART 1.93% MAT	Redemption	06/15/2022	MERCEDES -BENZ		1,143,388.66		**1,143,388.66**
40017	COMM	44891JAC2	HART 1.94% MAT	Interest	06/15/2022	HYUNDAI AUTO			4,866.06	**4,866.06**
40017	COMM	44891JAC2	HART 1.94% MAT	Redemption	06/15/2022	HYUNDAI AUTO		536,200.51		**536,200.51**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Interest	06/15/2022	TOYOTA AUTO REC			12,071.38	**12,071.38**
40038	COMM	89233MAD5	TAOT 1.92% MAT	Redemption	06/15/2022	TOYOTA AUTO REC		975,665.52		**975,665.52**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Interest	06/15/2022	ALLY Auto			5,874.17	**5,874.17**
40134	COMM	02007TAC9	ALLY 1.84% MAT	Redemption	06/15/2022	ALLY Auto		535,651.66		**535,651.66**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Interest	06/15/2022	Harley-Davidson Moto			5,525.80	**5,525.80**
40294	COMM	41284UAD6	HDMOT 1.87% MAT	Redemption	06/15/2022	Harley-Davidson Moto		465,381.56		**465,381.56**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Interest	06/15/2022	CHASE ISSUANCE			34,425.00	**34,425.00**
40336	COMM	161571HP2	CHAIT 1.53% MAT	Redemption	06/15/2022	CHASE ISSUANCE		952,365.64		**952,365.64**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Interest	06/15/2022	Capital One Prime Au			18,629.38	**18,629.38**
40340	COMM	14043MAC5	COPAR 1.6% MAT	Redemption	06/15/2022	Capital One Prime Au		1,212,637.53		**1,212,637.53**
40515	COMM	58769VAC4	MBART 0.55% MAT	Interest	06/15/2022	MERCEDES -BENZ			1,551.15	**1,551.15**

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40515	COMM	58769VAC4	MBART 0.55% MAT	Redemption	06/15/2022	MERCEDES -BENZ		293,138.04		**293,138.04**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Interest	06/15/2022	JOHN DEERE			1,271.50	**1,271.50**
40533	COMM	47787NAC3	JDOT 0.51% MAT	Redemption	06/15/2022	JOHN DEERE		193,236.67		**193,236.67**
40930	COMM	89240BAC2	TOYOTA AUTO	Interest	06/15/2022	TOYOTA AUTO REC			3,358.34	**3,358.34**
40930	COMM	89240BAC2	TOYOTA AUTO	Redemption	06/15/2022	TOYOTA AUTO REC		469,629.35		**469,629.35**
40937	COMM	98164EAC9	WOART 0.3% MAT	Interest	06/15/2022	World Omni Auto Rec'			3,500.00	**3,500.00**
40937	COMM	98164EAC9	WOART 0.3% MAT	Redemption	06/15/2022	World Omni Auto Rec'		353,486.51		**353,486.51**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	06/15/2022	Harley-Davidson Moto			42.29	**42.29**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	06/15/2022	Harley-Davidson Moto		230,664.34		**230,664.34**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Interest	06/15/2022	Harley-Davidson Moto				**0.00**
40950	COMM	41284NAB6	HDMOT 0.22% MAT	Redemption	06/15/2022	Harley-Davidson Moto				**0.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Interest	06/15/2022	FORD MOTOR			5,000.00	**5,000.00**
40958	COMM	34532NAC9	FM 0.3% MAT	Redemption	06/15/2022	FORD MOTOR		563,091.72		**563,091.72**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Interest	06/15/2022	JOHN DEERE			2,325.00	**2,325.00**
40991	COMM	47788UAC6	JDOT 0.36% MAT	Redemption	06/15/2022	JOHN DEERE		211,736.51		**211,736.51**
41111	COMM	44933LAC7	HART 0.38% MAT	Interest	06/15/2022	HYUNDAI AUTO			3,008.34	**3,008.34**
41111	COMM	44933LAC7	HART 0.38% MAT	Redemption	06/15/2022	HYUNDAI AUTO		257,907.87		**257,907.87**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Interest	06/15/2022	TOYOTA AUTO REC			6,500.01	**6,500.01**
41182	COMM	89190GAC1	TAOT 0.26% MAT	Redemption	06/15/2022	TOYOTA AUTO REC		753,689.64		**753,689.64**
41187	COMM	44891VAC5	HALST 0.33% MAT	Interest	06/15/2022	Hyundai Auto Lease S			6,187.50	**6,187.50**
41187	COMM	44891VAC5	HALST 0.33% MAT	Redemption	06/15/2022	Hyundai Auto Lease S		906,036.24		**906,036.24**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Interest	06/15/2022	Nissan Auto Receivab			11,000.00	**11,000.00**
41206	COMM	65480BAC1	NAROT 0.33% MAT	Redemption	06/15/2022	Nissan Auto Receivab		1,049,168.05		**1,049,168.05**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Interest	06/15/2022	MERCEDES-BENZ			4,916.66	**4,916.66**
41220	COMM	58769KAD6	MBALT 0.4% MAT	Redemption	06/15/2022	MERCEDES-BENZ		518,095.29		**518,095.29**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Interest	06/15/2022	JOHN DEERE			3,466.66	**3,466.66**
41240	COMM	47789QAC4	JDOT 0.52% MAT	Redemption	06/15/2022	JOHN DEERE		181,679.64		**181,679.64**
41242	COMM	14041NFW6	COMET 0.55% MAT	Interest	06/15/2022	Capital One Multi Ex			10,770.83	**10,770.83**
41242	COMM	14041NFW6	COMET 0.55% MAT	Redemption	06/15/2022	Capital One Multi Ex		503,471.04		**503,471.04**
41387	COMM	44933MAC5	HALST 0.38% MAT	Interest	06/15/2022	Hyundai Auto Lease S			7,995.84	**7,995.84**
41387	COMM	44933MAC5	HALST 0.38% MAT	Redemption	06/15/2022	Hyundai Auto Lease S		903,633.92		**903,633.92**
41389	COMM	58772WAC7	MBART 0.46% MAT	Interest	06/15/2022	MERCEDES -BENZ			7,762.49	**7,762.49**
41389	COMM	58772WAC7	MBART 0.46% MAT	Redemption	06/15/2022	MERCEDES -BENZ		439,427.10		**439,427.10**
41392	COMM	98163HAB5	WOART 0.29% MAT	Interest	06/15/2022	World Omni Auto Rec'			1,030.77	**1,030.77**
41392	COMM	98163HAB5	WOART 0.29% MAT	Redemption	06/15/2022	World Omni Auto Rec'		651,711.60		**651,711.60**
41397	COMM	345329AC0	FM 0.37% MAT	Interest	06/15/2022	FORD MOTOR			6,474.99	**6,474.99**
41397	COMM	345329AC0	FM 0.37% MAT	Redemption	06/15/2022	FORD MOTOR		751,557.24		**751,557.24**
41402	COMM	254683CP8	DCENT 0.58% MAT	Interest	06/15/2022	Discover Card Execut			9,666.66	**9,666.66**
41402	COMM	254683CP8	DCENT 0.58% MAT	Redemption	06/15/2022	Discover Card Execut		409,483.33		**409,483.33**
41476	COMM	14044CAC6	COPAR 0.77% MAT	Interest	06/15/2022	Capital One Prime Au			8,983.32	**8,983.32**

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41476	COMM	14044CAC6	COPAR 0.77% MAT	Redemption	06/15/2022	Capital One Prime Au		283,294.31		**283,294.31**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Interest	06/15/2022	TOYOTA AUTO REC			6,804.17	**6,804.17**
41521	COMM	89238JAC9	TAOT 0.71% MAT	Redemption	06/15/2022	TOYOTA AUTO REC		254,581.61		**254,581.61**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Interest	06/15/2022	American Express			24,375.00	**24,375.00**
41529	COMM	02582JJR2	AMXCA 0.9% MAT	Redemption	06/15/2022	American Express		616,412.87		**616,412.87**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Interest	06/15/2022	Capital One Multi Ex			31,200.01	**31,200.01**
41612	COMM	14041NFY2	CAPITAL ONE MULTI	Redemption	06/15/2022	Capital One Multi Ex		680,780.30		**680,780.30**
41718	COMM	89190GAB3	TAOT 0.14% MAT	Interest	06/15/2022	TOYOTA AUTO REC			216.31	**216.31**
41718	COMM	89190GAB3	TAOT 0.14% MAT	Redemption	06/15/2022	TOYOTA AUTO REC		274,442.67		**274,442.67**
41766	COMM	44891WAC3	HALST 1.16% MAT	Interest	06/15/2022	Hyundai Auto Lease S			12,808.34	**12,808.34**
41766	COMM	44891WAC3	HALST 1.16% MAT	Redemption	06/15/2022	Hyundai Auto Lease S		418,633.30		**418,633.30**
41776	COMM	345286AC2	FORDO 1.29% MAT	Interest	06/15/2022	FORD CREDIT AUTO			12,900.00	**12,900.00**
41776	COMM	345286AC2	FORDO 1.29% MAT	Redemption	06/15/2022	FORD CREDIT AUTO		248,452.99		**248,452.99**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Interest	06/15/2022	TOYOTA AUTO REC			13,325.00	**13,325.00**
41797	COMM	89239KAC5	TAOT 1.23% MAT	Redemption	06/15/2022	TOYOTA AUTO REC		269,456.10		**269,456.10**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Interest	06/15/2022	HONDA AUTO			36,033.34	**36,033.34**
41855	COMM	43815BAC4	HAROT 1.88% MAT	Redemption	06/15/2022	HONDA AUTO		476,760.02		**476,760.02**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Interest	06/15/2022	Nissan Auto Receivab			26,815.00	**26,815.00**
41856	COMM	65479QAC1	NAROT 1.86% MAT	Redemption	06/15/2022	Nissan Auto Receivab		331,019.50		**331,019.50**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Interest	06/15/2022	JOHN DEERE			19,333.33	**19,333.33**
41910	COMM	47787JAC2	JDOT 2.32% MAT	Redemption	06/15/2022	JOHN DEERE		184,242.92		**184,242.92**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Interest	06/15/2022	American Express			35,912.51	**35,912.51**
41919	COMM	02589BAA8	AMXCA 2.21% MAT	Redemption	06/15/2022	American Express		328,479.61		**328,479.61**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Interest	06/15/2022	Capital One Multi Ex			44,333.33	**44,333.33**
41952	COMM	14041NFZ9	COMET 2.8% MAT	Redemption	06/15/2022	Capital One Multi Ex		312,519.94		**312,519.94**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Interest	06/15/2022	WORLD OMNI			8,025.00	**8,025.00**
42020	COMM	98163NAC0	WOLS 3.21% MAT	Redemption	06/15/2022	WORLD OMNI		85,363.32		**85,363.32**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Interest	06/15/2022	Harley-Davidson Moto			63,750.00	**63,750.00**
42040	COMM	41284YAD8	HDMOT 3.06% MAT	Redemption	06/15/2022	Harley-Davidson Moto		416,194.46		**416,194.46**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Interest	06/15/2022	FORD CREDIT AUTO			80,750.01	**80,750.01**
42066	COMM	34528LAD7	FORDL 3.23% MAT	Redemption	06/15/2022	FORD CREDIT AUTO		804,386.24		**804,386.24**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Interest	06/15/2022	CARMAX AUTO			52,349.99	**52,349.99**
42084	COMM	14317HAC5	CARMX 3.49% MAT	Redemption	06/15/2022	CARMAX AUTO		291,226.80		**291,226.80**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Interest	06/15/2022	Capital One Prime Au			54,154.17	**54,154.17**
42116	COMM	14043QAC6	COPAR 3.17% MAT	Redemption	06/15/2022	Capital One Prime Au		237,685.31		**237,685.31**
42182	COMM	02008JAC0	ALLY 3.31% MAT	Interest	06/15/2022	ALLY			73,233.75	**73,233.75**
42182	COMM	02008JAC0	ALLY 3.31% MAT	Redemption	06/15/2022	ALLY		502,185.48		**502,185.48**
42184	COMM	44934LAD4	HALST 3.35% MAT	Interest	06/15/2022	Hyundai Auto Lease S			95,475.00	**95,475.00**
42184	COMM	44934LAD4	HALST 3.35% MAT	Redemption	06/15/2022	Hyundai Auto Lease S		955,393.81		**955,393.81**
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Interest	06/15/2022	American Express			69,212.50	**69,212.50**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42202	COMM	02582JJT8	AMXCA 3.39% MAT	Redemption	06/15/2022	American Express		532,193.34		**532,193.34**
		Totals for 06/15/2022					**519,475,744.11**	**603,413,355.21**	**2,238,348.05**	**86,175,959.15**
42293	COMM	SYS42293	BCREPO 1.45% MAT	Purchase	06/16/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42289	COMM	16536JFH5	CHES DISC NOTE	Purchase	06/16/2022	CHESHAM FINANCE	49,997,819.44			**-49,997,819.44**
42290	COMM	16536JFH5	CHES DISC NOTE	Purchase	06/16/2022	CHESHAM FINANCE	74,996,729.16			**-74,996,729.16**
42291	COMM	5148X1FH1	LANDES DISC NOTE	Purchase	06/16/2022	LANDES	124,994,548.60			**-124,994,548.60**
42292	COMM	63873KFH5	NATXNY DISC NOTE	Purchase	06/16/2022	Natixis NY Branch	49,997,847.22			**-49,997,847.22**
42283	COMM	16536JFG7	CHES DISC NOTE	Redemption	06/16/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42284	COMM	16536JFG7	CHES DISC NOTE	Redemption	06/16/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42285	COMM	5148X1FG3	LANDES DISC NOTE	Redemption	06/16/2022	LANDES		125,000,000.00		**125,000,000.00**
42286	COMM	63873KFG7	NATXNY DISC NOTE	Redemption	06/16/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42287	COMM	SYS42287	BCREPO 0.7% MAT	Redemption	06/16/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42287	COMM	SYS42287	BCREPO 0.7% MAT	Interest	06/16/2022	BARCLAYS CAPITAL			3,888.88	**3,888.88**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Interest	06/16/2022	GM FINANCIAL			29,708.35	**29,708.35**
42009	COMM	362585AC5	GMCAR 3.1% MAT	Redemption	06/16/2022	GM FINANCIAL		191,262.43		**191,262.43**
		Totals for 06/16/2022					**499,986,944.42**	**500,191,262.43**	**33,597.23**	**237,915.24**
42298	COMM	SYS42298	BCREPO 1.45% MAT	Purchase	06/17/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42294	COMM	16536JFM4	CHES DISC NOTE	Purchase	06/17/2022	CHESHAM FINANCE	49,991,277.78			**-49,991,277.78**
42295	COMM	16536JFM4	CHES DISC NOTE	Purchase	06/17/2022	CHESHAM FINANCE	74,986,916.67			**-74,986,916.67**
42296	COMM	5148X1FM0	LANDES DISC NOTE	Purchase	06/17/2022	LANDES	124,978,194.45			**-124,978,194.45**
42297	COMM	63873KFM4	NATXNY DISC NOTE	Purchase	06/17/2022	Natixis NY Branch	49,991,388.89			**-49,991,388.89**
42299	COMM	82124MHH6	SHEF DISC NOTE	Purchase	06/17/2022	SHEFFIELD	74,752,187.50			**-74,752,187.50**
41946	COMM	82124MFH8	SRCPP DISC NOTE	Redemption	06/17/2022	SHEFFIELD RECEIV		50,000,000.00		**50,000,000.00**
42289	COMM	16536JFH5	CHES DISC NOTE	Redemption	06/17/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42290	COMM	16536JFH5	CHES DISC NOTE	Redemption	06/17/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42291	COMM	5148X1FH1	LANDES DISC NOTE	Redemption	06/17/2022	LANDES		125,000,000.00		**125,000,000.00**
42292	COMM	63873KFH5	NATXNY DISC NOTE	Redemption	06/17/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42293	COMM	SYS42293	BCREPO 1.45% MAT	Redemption	06/17/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40514	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/17/2022	FNMA NOTES			50,000.00	**50,000.00**
40635	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/17/2022	FNMA NOTES			37,500.00	**37,500.00**
41094	COMM	3135G04Z3	FNMA 0.5% MAT	Interest	06/17/2022	FNMA NOTES			59,257.50	**59,257.50**
42293	COMM	SYS42293	BCREPO 1.45% MAT	Interest	06/17/2022	BARCLAYS CAPITAL			8,055.54	**8,055.54**
		Totals for 06/17/2022					**574,699,965.29**	**550,000,000.00**	**154,813.04**	**-24,545,152.25**
42303	COMM	SYS42303	BCREPO 1.45% MAT	Purchase	06/21/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42305	COMM	16536JFN2	CHES DISC NOTE	Purchase	06/21/2022	CHESHAM FINANCE	49,997,819.44			**-49,997,819.44**
42300	COMM	16536JFN2	CHES DISC NOTE	Purchase	06/21/2022	CHESHAM FINANCE	74,996,729.16			**-74,996,729.16**
42304	COMM	3133ENZG8	FEDERAL FARM CR	Purchase	06/21/2022	FFCB NOTES	19,961,440.00			**-19,961,440.00**
42301	COMM	5148X1FN8	LANDES DISC NOTE	Purchase	06/21/2022	LANDES	124,994,548.60			**-124,994,548.60**
42302	COMM	63873KFN2	NATXNY DISC NOTE	Purchase	06/21/2022	Natixis NY Branch	49,997,847.22			**-49,997,847.22**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	06/21/2022	HONDA AUTO		0.01		**0.01**
41198	COMM	06367CGT8	BANK MONTREAL	Redemption	06/21/2022	BANK OF		25,000,000.00		**25,000,000.00**
42294	COMM	16536JFM4	CHES DISC NOTE	Redemption	06/21/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42295	COMM	16536JFM4	CHES DISC NOTE	Redemption	06/21/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42296	COMM	5148X1FM0	LANDES DISC NOTE	Redemption	06/21/2022	LANDES		125,000,000.00		**125,000,000.00**
42297	COMM	63873KFM4	NATXNY DISC NOTE	Redemption	06/21/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42298	COMM	SYS42298	BCREPO 1.45% MAT	Redemption	06/21/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
38718	COMM	3133EJPX1	FEDERAL FARM CR	Interest	06/21/2022	FFCB NOTES			71,875.00	**71,875.00**
41198	COMM	06367CGT8	BANK MONTREAL	Interest	06/21/2022	BANK OF			48,159.72	**48,159.72**
41694	COMM	3130AQF40	FEDERAL HOME	Interest	06/21/2022	FHLB NOTES			74,166.67	**74,166.67**
41873	COMM	59217GBY4	MET LI 3.45% MAT	Interest	06/21/2022	MET LIFE GLOBAL			146,625.00	**146,625.00**
41873	COMM	59217GBY4	MET LI 3.45% MAT	Accr Int	06/21/2022	MET LIFE GLOBAL		59,464.58	-59,464.58	**0.00**
41964	COMM	3135G06L2	FEDERAL NATL MTG	Interest	06/21/2022	FNMA NOTES			87,500.00	**87,500.00**
41964	COMM	3135G06L2	FEDERAL NATL MTG	Accr Int	06/21/2022	FNMA NOTES		50,069.44	-50,069.44	**0.00**
42298	COMM	SYS42298	BCREPO 1.45% MAT	Interest	06/21/2022	BARCLAYS CAPITAL			32,222.24	**32,222.24**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	06/21/2022	HONDA AUTO			1,061.71	**1,061.71**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	06/21/2022	HONDA AUTO		450,194.96		**450,194.96**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Interest	06/21/2022	HONDA AUTO				**0.00**
39269	COMM	43814WAC9	HAROT 2.83% MAT	Redemption	06/21/2022	HONDA AUTO				**0.00**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Interest	06/21/2022	HONDA AUTO			4,763.98	**4,763.98**
39582	COMM	43815MAC0	HAROT 2.52% MAT	Redemption	06/21/2022	HONDA AUTO		665,790.55		**665,790.55**
39612	COMM	92349GAA9	VERIZON OWNER	Interest	06/21/2022	VERIZON OWNER			11,594.52	**11,594.52**
39612	COMM	92349GAA9	VERIZON OWNER	Redemption	06/21/2022	VERIZON OWNER		1,627,358.74		**1,627,358.74**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Interest	06/21/2022	VERIZON OWNER			15,547.37	**15,547.37**
39920	COMM	92348AAA3	VZOT 1.94% MAT	Redemption	06/21/2022	VERIZON OWNER		1,519,161.12		**1,519,161.12**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Interest	06/21/2022	HONDA AUTO			12,505.40	**12,505.40**
40346	COMM	43813RAC1	HAROT 1.61% MAT	Redemption	06/21/2022	HONDA AUTO		872,084.78		**872,084.78**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Interest	06/21/2022	GM Fin'cl Auto Leasi			414.10	**414.10**
40512	COMM	36259PAD8	GMALT 0.8% MAT	Redemption	06/21/2022	GM Fin'cl Auto Leasi		173,146.98		**173,146.98**
40549	COMM	92290BAA9	VERIZON OWNER	Interest	06/21/2022	VERIZON OWNER			11,456.26	**11,456.26**
40549	COMM	92290BAA9	VERIZON OWNER	Redemption	06/21/2022	VERIZON OWNER		986,793.14		**986,793.14**
40623	COMM	362569AC9	GMALT 0.45% MAT	Interest	06/21/2022	GM Fin'cl Auto Leasi			1,841.14	**1,841.14**
40623	COMM	362569AC9	GMALT 0.45% MAT	Redemption	06/21/2022	GM Fin'cl Auto Leasi		963,123.59		**963,123.59**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Interest	06/21/2022	VERIZON OWNER			7,004.17	**7,004.17**
40712	COMM	92348CAA9	VZOT 0.41% MAT	Redemption	06/21/2022	VERIZON OWNER		630,195.57		**630,195.57**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Interest	06/21/2022	Volkswagen Auto			2,437.50	**2,437.50**
40801	COMM	92868VAC3	VWALT 0.39% MAT	Redemption	06/21/2022	Volkswagen Auto		378,938.66		**378,938.66**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Interest	06/21/2022	GM Fin'cl Auto Leasi			1,787.51	**1,787.51**
40964	COMM	36261RAC2	GMALT 0.26% MAT	Redemption	06/21/2022	GM Fin'cl Auto Leasi		294,565.88		**294,565.88**
40965	COMM	43813GAC5	HAROT 0.27% MAT	Interest	06/21/2022	HONDA AUTO			2,643.75	**2,643.75**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40965	COMM	43813GAC5	HAROT 0.27% MAT	Redemption	06/21/2022	HONDA AUTO		365,322.56		**365,322.56**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Interest	06/21/2022	Toyota Lease Owner			4,225.00	**4,225.00**
41089	COMM	89238EAC0	TLOT 0.39% MAT	Redemption	06/21/2022	Toyota Lease Owner		569,032.61		**569,032.61**
41207	COMM	80286DAC2	SRT 0.51% MAT	Interest	06/21/2022	Santander Retail Aut			6,566.25	**6,566.25**
41207	COMM	80286DAC2	SRT 0.51% MAT	Redemption	06/21/2022	Santander Retail Aut		599,085.65		**599,085.65**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Interest	06/21/2022	HONDA AUTO			6,150.01	**6,150.01**
41321	COMM	43815EAC8	HAROT 0.41% MAT	Redemption	06/21/2022	HONDA AUTO		455,133.03		**455,133.03**
41391	COMM	80286CAC4	SRT 0.5% MAT	Interest	06/21/2022	Santander Retail Aut			3,125.00	**3,125.00**
41391	COMM	80286CAC4	SRT 0.5% MAT	Redemption	06/21/2022	Santander Retail Aut		230,076.96		**230,076.96**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Interest	06/21/2022	HONDA AUTO			10,266.66	**10,266.66**
41554	COMM	43815GAC3	HAROT 0.88% MAT	Redemption	06/21/2022	HONDA AUTO		329,194.65		**329,194.65**
41717	COMM	43815MAD8	HAROT 2.54% MAT	Interest	06/21/2022	HONDA AUTO			7,450.67	**7,450.67**
41717	COMM	43815MAD8	HAROT 2.54% MAT	Redemption	06/21/2022	HONDA AUTO		119,420.97		**119,420.97**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Interest	06/21/2022	VERIZON MASTER			18,200.01	**18,200.01**
41780	COMM	92348KAL7	VZMT 1.04% MAT	Redemption	06/21/2022	VERIZON MASTER		383,400.47		**383,400.47**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Interest	06/21/2022	Toyota Lease Owner			31,033.33	**31,033.33**
41867	COMM	89238LAC4	TLOT 1.96% MAT	Redemption	06/21/2022	Toyota Lease Owner		573,098.11		**573,098.11**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Interest	06/21/2022	DLLST			32,583.33	**32,583.33**
42119	COMM	23292GAC7	DLLST 3.4% MAT	Redemption	06/21/2022	DLLST		336,620.22		**336,620.22**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Interest	06/21/2022	GM Fin'cl Auto Leasi			60,800.00	**60,800.00**
42152	COMM	36266FAC3	GMALT 3.42% MAT	Redemption	06/21/2022	GM Fin'cl Auto Leasi		413,205.93		**413,205.93**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Interest	06/21/2022	VERIZON MASTER			70,024.31	**70,024.31**
42214	COMM	92348KAP8	VZMT 3.01% MAT	Redemption	06/21/2022	VERIZON MASTER		523,557.64		**523,557.64**
		Totals for 06/21/2022					**519,948,384.42**	**538,568,036.80**	**674,496.59**	**19,294,148.97**
42310	COMM	SYS42310	BCREPO 1.45% MAT	Purchase	06/22/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42306	COMM	16536JFP7	CHES DISC NOTE	Purchase	06/22/2022	CHESHAM FINANCE	49,997,819.44			**-49,997,819.44**
42307	COMM	16536JFP7	CHES DISC NOTE	Purchase	06/22/2022	CHESHAM FINANCE	74,996,729.16			**-74,996,729.16**
42308	COMM	5148X1FP3	LANDES DISC NOTE	Purchase	06/22/2022	LANDES	124,994,548.60			**-124,994,548.60**
42309	COMM	63873KFP7	NATXNY DISC NOTE	Purchase	06/22/2022	Natixis NY Branch	49,997,847.22			**-49,997,847.22**
42300	COMM	16536JFN2	CHES DISC NOTE	Redemption	06/22/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42301	COMM	5148X1FN8	LANDES DISC NOTE	Redemption	06/22/2022	LANDES		125,000,000.00		**125,000,000.00**
42302	COMM	63873KFN2	NATXNY DISC NOTE	Redemption	06/22/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42303	COMM	SYS42303	BCREPO 1.45% MAT	Redemption	06/22/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42305	COMM	16536JFN2	CHES DISC NOTE	Redemption	06/22/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
40600	COMM	459058JJ3	IBRD FLOAT MAT	Interest	06/22/2022	INTL BANK RECON &			93,600.00	**93,600.00**
41695	COMM	3133ENJC5	FFCB 1.29% MAT	Interest	06/22/2022	FFCB NOTES			77,400.00	**77,400.00**
41696	COMM	3133ENJC5	FFCB 1.29% MAT	Interest	06/22/2022	FFCB NOTES			77,400.00	**77,400.00**
42303	COMM	SYS42303	BCREPO 1.45% MAT	Interest	06/22/2022	BARCLAYS CAPITAL			8,055.57	**8,055.57**
		Totals for 06/22/2022					**499,986,944.42**	**500,000,000.00**	**256,455.57**	**269,511.15**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42316	COMM	SYS42316	BCREPO 1.45% MAT	Purchase	06/23/2022	BARCLAYS CAPITAL	199,999,999.88			-199,999,999.88
42311	COMM	16536JFQ5	CHES DISC NOTE	Purchase	06/23/2022	CHESHAM FINANCE	49,997,819.44			-49,997,819.44
42312	COMM	16536JFQ5	CHES DISC NOTE	Purchase	06/23/2022	CHESHAM FINANCE	74,996,729.16			-74,996,729.16
42313	COMM	5148X1FQ1	LANDES DISC NOTE	Purchase	06/23/2022	LANDES	124,994,548.60			-124,994,548.60
42314	COMM	63873KFQ5	NATXNY DISC NOTE	Purchase	06/23/2022	Natixis NY Branch	49,997,847.22			-49,997,847.22
42315	COMM	79490BJN7	SALREC DISC NOTE	Purchase	06/23/2022	SALISBURY REC CO	49,709,305.56			-49,709,305.56
42306	COMM	16536JFP7	CHES DISC NOTE	Redemption	06/23/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42307	COMM	16536JFP7	CHES DISC NOTE	Redemption	06/23/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42308	COMM	5148X1FP3	LANDES DISC NOTE	Redemption	06/23/2022	LANDES		125,000,000.00		125,000,000.00
42309	COMM	63873KFP7	NATXNY DISC NOTE	Redemption	06/23/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42310	COMM	SYS42310	BCREPO 1.45% MAT	Redemption	06/23/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
40870	COMM	3133EMLP5	FEDERAL FARM CR	Interest	06/23/2022	FFCB NOTES			24,000.00	24,000.00
42109	COMM	3134GXHX5	FEDERAL HOME LN	Interest	06/23/2022	FHLMC NOTES			63,750.00	63,750.00
42109	COMM	3134GXHX5	FEDERAL HOME LN	Accr Int	06/23/2022	FHLMC NOTES		46,041.67	-46,041.67	0.00
42310	COMM	SYS42310	BCREPO 1.45% MAT	Interest	06/23/2022	BARCLAYS CAPITAL			8,055.55	8,055.55
		Totals for 06/23/2022					**549,696,249.86**	**500,046,041.67**	**49,763.88**	**-49,600,444.31**
42322	COMM	SYS42322	BCREPO 1.45% MAT	Purchase	06/24/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42317	COMM	16536JFT9	CHES DISC NOTE	Purchase	06/24/2022	CHESHAM FINANCE	49,993,458.33			-49,993,458.33
42318	COMM	16536JFT9	CHES DISC NOTE	Purchase	06/24/2022	CHESHAM FINANCE	74,990,187.50			-74,990,187.50
42319	COMM	5148X1FT5	LANDES DISC NOTE	Purchase	06/24/2022	LANDES	124,983,645.83			-124,983,645.83
42320	COMM	63873KFT9	NATXNY DISC NOTE	Purchase	06/24/2022	Natixis NY Branch	49,993,541.67			-49,993,541.67
42321	COMM	82124MJP6	SHEF DISC NOTE	Purchase	06/24/2022	SHEFFIELD	24,857,812.50			-24,857,812.50
41634	COMM	22536U2J8	CREDIT INDL ET	Redemption	06/24/2022	Credit Indust et Com		30,000,000.00		30,000,000.00
41673	COMM	78012U2Q7	ROYAL BK CDA NY	Redemption	06/24/2022	ROYAL BANK OF		35,000,000.00		35,000,000.00
42000	COMM	82124MFQ8	SHEF DISC NOTE	Redemption	06/24/2022	SHEFFIELD		25,000,000.00		25,000,000.00
42311	COMM	16536JFQ5	CHES DISC NOTE	Redemption	06/24/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42312	COMM	16536JFQ5	CHES DISC NOTE	Redemption	06/24/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42313	COMM	5148X1FQ1	LANDES DISC NOTE	Redemption	06/24/2022	LANDES		125,000,000.00		125,000,000.00
42314	COMM	63873KFQ5	NATXNY DISC NOTE	Redemption	06/24/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42316	COMM	SYS42316	BCREPO 1.45% MAT	Redemption	06/24/2022	BARCLAYS CAPITAL		199,999,999.88		199,999,999.88
41634	COMM	22536U2J8	CREDIT INDL ET	Interest	06/24/2022	Credit Indust et Com			53,066.67	53,066.67
41673	COMM	78012U2Q7	ROYAL BK CDA NY	Interest	06/24/2022	ROYAL BANK OF			51,722.22	51,722.22
42316	COMM	SYS42316	BCREPO 1.45% MAT	Interest	06/24/2022	BARCLAYS CAPITAL			8,055.54	8,055.54
		Totals for 06/24/2022					**524,818,645.83**	**589,999,999.88**	**112,844.43**	**65,294,198.48**
42328	COMM	SYS42328	BCREPO 1.45% MAT	Purchase	06/27/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42323	COMM	16536JFU6	CHES DISC NOTE	Purchase	06/27/2022	CHESHAM FINANCE	49,997,819.44			-49,997,819.44
42324	COMM	16536JFU6	CHES DISC NOTE	Purchase	06/27/2022	CHESHAM FINANCE	74,996,729.16			-74,996,729.16
42325	COMM	313385D78	FHDN DISC NOTE	Purchase	06/27/2022	FHLB DISCOUNT	49,860,000.00			-49,860,000.00
42326	COMM	5148X1FU2	LANDES DISC NOTE	Purchase	06/27/2022	LANDES	124,994,548.61			-124,994,548.61

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42327	COMM	63873KFU6	NATXNY DISC NOTE	Purchase	06/27/2022	Natixis NY Branch	49,997,847.22			-49,997,847.22
41414	COMM	60710R7K5	MIZBNK 0.17% MAT	Redemption	06/27/2022	MIZUHO BANK		70,000,000.00		70,000,000.00
42317	COMM	16536JFT9	CHES DISC NOTE	Redemption	06/27/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42318	COMM	16536JFT9	CHES DISC NOTE	Redemption	06/27/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42319	COMM	5148X1FT5	LANDES DISC NOTE	Redemption	06/27/2022	LANDES		125,000,000.00		125,000,000.00
42320	COMM	63873KFT9	NATXNY DISC NOTE	Redemption	06/27/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42322	COMM	SYS42322	BCREPO 1.45% MAT	Redemption	06/27/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
39639	COMM	3133EKSN7	FFCB 1.77% MAT	Interest	06/27/2022	FFCB NOTES			88,500.00	88,500.00
39996	COMM	931142EK5	WALMART INC, SR	Interest	06/27/2022	WALMART			170,000.00	170,000.00
40684	COMM	45906M2B6	International Bank for	Interest	06/27/2022	INTL BANK RECON &			54,500.00	54,500.00
41414	COMM	60710R7K5	MIZBNK 0.17% MAT	Interest	06/27/2022	MIZUHO BANK			89,250.00	89,250.00
41705	COMM	3133ENJQ4	FFCB FLOAT MAT	Interest	06/27/2022	FFCB NOTES			35,572.22	35,572.22
42322	COMM	SYS42322	BCREPO 1.45% MAT	Interest	06/27/2022	BARCLAYS CAPITAL			24,166.66	24,166.66
38387	COMM	3137AYCE9		Interest	06/27/2022	FHLMC Multi-Family			42,391.34	42,391.34
38387	COMM	3137AYCE9		Redemption	06/27/2022	FHLMC Multi-Family		377,938.40		377,938.40
38391	COMM	3137AYCE9		Interest	06/27/2022	FHLMC Multi-Family			15,896.75	15,896.75
38391	COMM	3137AYCE9		Redemption	06/27/2022	FHLMC Multi-Family		141,726.90		141,726.90
38465	COMM	3137AWQH1	FHLMCM 2.307%	Interest	06/27/2022	FHLMC Multi-Family			9,619.60	9,619.60
38465	COMM	3137AWQH1	FHLMCM 2.307%	Redemption	06/27/2022	FHLMC Multi-Family		722,217.17		722,217.17
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Interest	06/27/2022	FHLMC Multi-Family			53,080.42	53,080.42
38643	COMM	3137B36J2	FHLMCM 3.32% MAT	Redemption	06/27/2022	FHLMC Multi-Family		48,740.00		48,740.00
38666	COMM	3137AYCE9		Interest	06/27/2022	FHLMC Multi-Family			24,894.32	24,894.32
38666	COMM	3137AYCE9		Redemption	06/27/2022	FHLMC Multi-Family		221,944.32		221,944.32
38744	COMM	3137AYCE9		Interest	06/27/2022	FHLMC Multi-Family			42,391.34	42,391.34
38744	COMM	3137AYCE9		Redemption	06/27/2022	FHLMC Multi-Family		377,938.40		377,938.40
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Interest	06/27/2022	FHLMC Multi-Family			12,176.25	12,176.25
38854	COMM	3137B4WB8	FHLMCM 3.06% MAT	Redemption	06/27/2022	FHLMC Multi-Family		335,167.40		335,167.40
38864	COMM	3137B5JM6	FHLMCM 3.531%	Interest	06/27/2022	FHLMC Multi-Family			29,425.00	29,425.00
38864	COMM	3137B5JM6	FHLMCM 3.531%	Redemption	06/27/2022	FHLMC Multi-Family		710,644.88		710,644.88
38945	COMM	3137B3NA2	FHLMC REMIC	Interest	06/27/2022	FHLMC Multi-Family			28,027.87	28,027.87
38945	COMM	3137B3NA2	FHLMC REMIC	Redemption	06/27/2022	FHLMC Multi-Family		27,249.01		27,249.01
39026	COMM	3137B5KW2	FHLMCM 3.458%	Interest	06/27/2022	FHLMC Multi-Family			28,816.67	28,816.67
39026	COMM	3137B5KW2	FHLMCM 3.458%	Redemption	06/27/2022	FHLMC Multi-Family		14,889.40		14,889.40
39295	COMM	3137B04Y7	FHLMCM 2.615%	Interest	06/27/2022	FHLMC Multi-Family			58,837.51	58,837.51
39295	COMM	3137B04Y7	FHLMCM 2.615%	Redemption	06/27/2022	FHLMC Multi-Family		3,069,439.98		3,069,439.98
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Interest	06/27/2022	FNMA Multi-Family			53,173.61	53,173.61
39319	COMM	3138LGKH8	FNMAM 2.47% MAT	Redemption	06/27/2022	FNMA Multi-Family		1,326,941.98		1,326,941.98
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Interest	06/27/2022	FNMA Multi-Family			5,817.07	5,817.07
39457	COMM	3138EKX67	FNMAM 2.537% MAT	Redemption	06/27/2022	FNMA Multi-Family		7,321.25		7,321.25
39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Interest	06/27/2022	FNMA Multi-Family			30,172.22	30,172.22

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39587	COMM	3138LEYD7	FNMAM 1.97% MAT	Redemption	06/27/2022	FNMA Multi-Family		33,117.33		**33,117.33**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Interest	06/27/2022	FNMA Multi-Family			12,687.74	**12,687.74**
39632	COMM	3138L2BU0	FNMAM 2.31% MAT	Redemption	06/27/2022	FNMA Multi-Family		14,112.00		**14,112.00**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Interest	06/27/2022	FHLMC Multi-Family			28,791.14	**28,791.14**
39654	COMM	3137BP4J5	FNMAM 2.446% MAT	Redemption	06/27/2022	FHLMC Multi-Family		272,784.32		**272,784.32**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Interest	06/27/2022	FNMA Multi-Family			11,151.39	**11,151.39**
39734	COMM	3138L0U90	FNMAM 2.59% MAT	Redemption	06/27/2022	FNMA Multi-Family		1,287,014.25		**1,287,014.25**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Interest	06/27/2022	BMW VEHICLE			5,258.70	**5,258.70**
39861	COMM	05588CAC6	BMWOT 1.92% MAT	Redemption	06/27/2022	BMW VEHICLE		616,397.17		**616,397.17**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Interest	06/27/2022	FNMA Multi-Family			6,225.84	**6,225.84**
40056	COMM	3136A9MN5	FNMAM 2.301% MAT	Redemption	06/27/2022	FNMA Multi-Family		1,964,650.41		**1,964,650.41**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Interest	06/27/2022	FHLMC Multi-Family			14,438.34	**14,438.34**
40385	COMM	3137BUWM6	FHLMCM 2.932%	Redemption	06/27/2022	FHLMC Multi-Family		561,466.84		**561,466.84**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Interest	06/27/2022	FHLMC Multi-Family			20,818.16	**20,818.16**
40390	COMM	3137BHCY1	FHLMCM 2.811%	Redemption	06/27/2022	FHLMC Multi-Family		14,884.56		**14,884.56**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Interest	06/27/2022	FNMA Multi-Family			34,527.78	**34,527.78**
40511	COMM	3136AXVB8	FNMAM 2.646% MAT	Redemption	06/27/2022	FNMA Multi-Family		12,194.50		**12,194.50**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Interest	06/27/2022	FHLMC Multi-Family			27,453.50	**27,453.50**
40526	COMM	3137BSP64	FHLMCM 2.34% MAT	Redemption	06/27/2022	FHLMC Multi-Family		200,501.60		**200,501.60**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Interest	06/27/2022	BMW VEHICLE			2,051.16	**2,051.16**
40530	COMM	09661RAD3	BMWOT 0.48% MAT	Redemption	06/27/2022	BMW VEHICLE		456,096.55		**456,096.55**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Interest	06/27/2022	FHLMC Multi-Family			7,948.03	**7,948.03**
40539	COMM	3137BKGH7	FHLMCM 2.712%	Redemption	06/27/2022	FHLMC Multi-Family		115,117.64		**115,117.64**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Interest	06/27/2022	FHLMC Multi-Family			1,137.51	**1,137.51**
40540	COMM	3137FUZN7	FHLMCM 0.526%	Redemption	06/27/2022	FHLMC Multi-Family		412,419.44		**412,419.44**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Interest	06/27/2022	FNMA Multi-Family			48,567.03	**48,567.03**
40541	COMM	3138L7CU8	FNMAM 2.95% MAT	Redemption	06/27/2022	FNMA Multi-Family		39,211.19		**39,211.19**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Interest	06/27/2022	FHLMC Multi-Family			31,184.47	**31,184.47**
40630	COMM	3138LJWY2	FHLMCM 2.8% MAT	Redemption	06/27/2022	FHLMC Multi-Family		22,830.40		**22,830.40**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/27/2022	FHLMC Multi-Family			14,962.50	**14,962.50**
40638	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/27/2022	FHLMC Multi-Family		200,721.51		**200,721.51**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Interest	06/27/2022	FNMA Multi-Family			39,580.15	**39,580.15**
40743	COMM	3136AY6S7	FNMAM FRN MAT	Redemption	06/27/2022	FNMA Multi-Family		12,851.00		**12,851.00**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Interest	06/27/2022	FHLMC Multi-Family			5,803.71	**5,803.71**
40784	COMM	3137F72W4	FHLMCM 0.39025%	Redemption	06/27/2022	FHLMC Multi-Family		1,437,373.58		**1,437,373.58**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Interest	06/27/2022	FHLMC Multi-Family			29,837.50	**29,837.50**
40812	COMM	3132XFFH6	FHLMCM 0.77% MAT	Redemption	06/27/2022	FHLMC Multi-Family		1,226,454.56		**1,226,454.56**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Interest	06/27/2022	FNMA Multi-Family			20,201.23	**20,201.23**
40905	COMM	3138LEC33	FNMAM 2.38% MAT	Redemption	06/27/2022	FNMA Multi-Family		13,926.50		**13,926.50**
40976	COMM	3137FATE8	FHLMCM 2.982%	Interest	06/27/2022	FHLMC Multi-Family			74,550.00	**74,550.00**

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40976	COMM	3137FATE8	FHLMCM 2.982%	Redemption	06/27/2022	FHLMC Multi-Family		1,280,178.04		**1,280,178.04**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Interest	06/27/2022	FHLMC Multi-Family			2,069.89	**2,069.89**
40983	COMM	3137FF3W5	FHLMCM 0.602%	Redemption	06/27/2022	FHLMC Multi-Family		12,476.94		**12,476.94**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Interest	06/27/2022	BMW VEHICLE			2,924.17	**2,924.17**
40990	COMM	05591RAC8	BMWLT 0.29% MAT	Redemption	06/27/2022	BMW VEHICLE		14,147.34		**14,147.34**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Interest	06/27/2022	FHLMC Multi-Family			32,001.13	**32,001.13**
41026	COMM	3137BVYN0	FHLMCM 3.035%	Redemption	06/27/2022	FHLMC Multi-Family		833,933.76		**833,933.76**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Interest	06/27/2022	FHLMC Multi-Family			11,250.00	**11,250.00**
41131	COMM	3137BYLE8	FHLMCM 2.7% MAT	Redemption	06/27/2022	FHLMC Multi-Family		150,056.51		**150,056.51**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Interest	06/27/2022	FHLMC Multi-Family			5,015.54	**5,015.54**
41133	COMM	3137FYZG4	FHLMCM 0.861%	Redemption	06/27/2022	FHLMC Multi-Family		800.03		**800.03**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Interest	06/27/2022	FHLMC Multi-Family			44,910.07	**44,910.07**
41164	COMM	3137FPJ55	FHLMCM 2.606%	Redemption	06/27/2022	FHLMC Multi-Family		443,205.43		**443,205.43**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Interest	06/27/2022	FHLMC Multi-Family			25,316.67	**25,316.67**
41192	COMM	3137FBAB2	FHLMCM 3.038%	Redemption	06/27/2022	FHLMC Multi-Family		211,135.61		**211,135.61**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Interest	06/27/2022	FNMA Multi-Family			10,180.42	**10,180.42**
41200	COMM	3140HWXG2	FNMAM 2.47% MAT	Redemption	06/27/2022	FNMA Multi-Family		7,433.95		**7,433.95**
41222	COMM	3137H14A1	FHLMCM 0.854%	Interest	06/27/2022	FHLMC Multi-Family			13,761.47	**13,761.47**
41222	COMM	3137H14A1	FHLMCM 0.854%	Redemption	06/27/2022	FHLMC Multi-Family		30,052.10		**30,052.10**
41228	COMM	3136AUG21	FNMAM 2.49552%	Interest	06/27/2022	FNMA Multi-Family			42,699.36	**42,699.36**
41228	COMM	3136AUG21	FNMAM 2.49552%	Redemption	06/27/2022	FNMA Multi-Family		54,435.50		**54,435.50**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Interest	06/27/2022	FHLMC Multi-Family			27,125.00	**27,125.00**
41319	COMM	3132XFD47	FHLMCM 2.1% MAT	Redemption	06/27/2022	FHLMC Multi-Family		351,431.62		**351,431.62**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Interest	06/27/2022	BMW VEHICLE			9,316.66	**9,316.66**
41368	COMM	09690AAD5	BMWLT 0.43% MAT	Redemption	06/27/2022	BMW VEHICLE		821,480.37		**821,480.37**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Interest	06/27/2022	FNMA Multi-Family			7,763.85	**7,763.85**
41491	COMM	3138LNKZ3	FNMAM 3.44% MAT	Redemption	06/27/2022	FNMA Multi-Family		3,395.63		**3,395.63**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Interest	06/27/2022	FHLMC Single Family			18,430.24	**18,430.24**
41524	COMM	3133LJAN1	FHLM 1.5% MAT	Redemption	06/27/2022	FHLMC Single Family		202,160.61		**202,160.61**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Interest	06/27/2022	FNMA Single Family			17,413.80	**17,413.80**
41525	COMM	3140QMQJ6	FNMAP 1.5% MAT	Redemption	06/27/2022	FNMA Single Family		378,469.05		**378,469.05**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Interest	06/27/2022	FNMA Single Family			30,125.98	**30,125.98**
41526	COMM	3140XDHF6	FNMAP 1.5% MAT	Redemption	06/27/2022	FNMA Single Family		320,159.37		**320,159.37**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Interest	06/27/2022	FHLMC Single Family			26,044.80	**26,044.80**
41675	COMM	3133LPUA3	FHLMC 1.5% MAT	Redemption	06/27/2022	FHLMC Single Family		227,587.14		**227,587.14**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Interest	06/27/2022	FNMA Single Family			23,316.41	**23,316.41**
41676	COMM	31418EAD2	FNMAP 1.5% MAT	Redemption	06/27/2022	FNMA Single Family		233,164.80		**233,164.80**
41765	COMM	05601XAC3	BMW VEHICLE	Interest	06/27/2022	BMW VEHICLE			14,895.84	**14,895.84**
41765	COMM	05601XAC3	BMW VEHICLE	Redemption	06/27/2022	BMW VEHICLE		483,888.63		**483,888.63**
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Interest	06/27/2022	FHLMC Multi-Family			35,728.98	**35,728.98**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
41791	COMM	3137FQ3Y7	FHLMCM 2.19% MAT	Redemption	06/27/2022	FHLMC Multi-Family		49,681.82		**49,681.82**
41803	COMM	3137BEVH4	FHLMC REMIC	Interest	06/27/2022	FHLMC Multi-Family			34,705.70	**34,705.70**
41803	COMM	3137BEVH4	FHLMC REMIC	Redemption	06/27/2022	FHLMC Multi-Family		511,007.11		**511,007.11**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Interest	06/27/2022	FNMA Multi-Family			25,555.60	**25,555.60**
41854	COMM	3138LDLP6	FNMAM 2.75% MAT	Redemption	06/27/2022	FNMA Multi-Family		15,670.93		**15,670.93**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Interest	06/27/2022	FHLMC Multi-Family			51,752.77	**51,752.77**
41892	COMM	3137H6LT0	FHLMCM 1.946%	Redemption	06/27/2022	FHLMC Multi-Family		44,089.60		**44,089.60**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Interest	06/27/2022	FNMA Multi-Family			93,430.55	**93,430.55**
42039	COMM	3138LCT54	FNMAM 3.1% MAT	Redemption	06/27/2022	FNMA Multi-Family		933,487.12		**933,487.12**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Interest	06/27/2022	FHLMC Multi-Family			50,358.48	**50,358.48**
42046	COMM	3137H73W1	FHLMCM 2.75% MAT	Redemption	06/27/2022	FHLMC Multi-Family		23,510.08		**23,510.08**
42093	COMM	3137F1G44	FHLMCM 3.243%	Interest	06/27/2022	FHLMC Multi-Family			94,587.50	**94,587.50**
42093	COMM	3137F1G44	FHLMCM 3.243%	Redemption	06/27/2022	FHLMC Multi-Family		721,963.77		**721,963.77**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	06/27/2022	FHLMC Multi-Family			107,466.68	**107,466.68**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	06/27/2022	FHLMC Multi-Family		835,276.22		**835,276.22**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Interest	06/27/2022	FHLMC Multi-Family			-3,582.22	**-3,582.22**
42099	COMM	3137BXQY1	FHLMCM 3.224%	Redemption	06/27/2022	FHLMC Multi-Family				**0.00**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	06/27/2022	FHLMC Multi-Family			90,912.50	**90,912.50**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	06/27/2022	FHLMC Multi-Family		697,681.90		**697,681.90**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Interest	06/27/2022	FHLMC Multi-Family			-6,060.83	**-6,060.83**
42110	COMM	3137F2LJ3	FHLMCM 3.117%	Redemption	06/27/2022	FHLMC Multi-Family				**0.00**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	06/27/2022	FNMA NOTES			87,407.84	**87,407.84**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	06/27/2022	FNMA NOTES		80,388.45		**80,388.45**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Interest	06/27/2022	FNMA NOTES			-5,639.22	**-5,639.22**
42111	COMM	3138LDYK3	FNMA 2.55% MAT	Redemption	06/27/2022	FNMA NOTES				**0.00**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	06/27/2022	FNMA Multi-Family			42,538.89	**42,538.89**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	06/27/2022	FNMA Multi-Family		446,951.35		**446,951.35**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Interest	06/27/2022	FNMA Multi-Family			-2,744.44	**-2,744.44**
42112	COMM	3138LFUJ5	FNMAM 2.47% MAT	Redemption	06/27/2022	FNMA Multi-Family				**0.00**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	06/27/2022	FNMA Multi-Family			112,904.42	**112,904.42**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	06/27/2022	FNMA Multi-Family		63,964.64		**63,964.64**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Interest	06/27/2022	FNMA Multi-Family			-11,290.47	**-11,290.47**
42120	COMM	3136AK2F9	FNMAM 3.39768%	Redemption	06/27/2022	FNMA Multi-Family				**0.00**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/27/2022	FNMA Multi-Family			32,812.50	**32,812.50**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/27/2022	FNMA Multi-Family		357,303.17		**357,303.17**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/27/2022	FNMA Multi-Family			-5,468.75	**-5,468.75**
42133	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/27/2022	FNMA Multi-Family				**0.00**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/27/2022	FNMA Multi-Family			32,812.50	**32,812.50**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/27/2022	FNMA Multi-Family		356,788.48		**356,788.48**
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Interest	06/27/2022	FNMA Multi-Family			-8,750.00	**-8,750.00**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
42137	COMM	3138LD5W9	FNMAM 2.625% MAT	Redemption	06/27/2022	FNMA Multi-Family				0.00
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	06/27/2022	FHLMC Multi-Family			54,050.00	54,050.00
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	06/27/2022	FHLMC Multi-Family		407,872.26		407,872.26
42150	COMM	3137F1G44	FHLMCM 3.243%	Interest	06/27/2022	FHLMC Multi-Family			-18,016.67	-18,016.67
42150	COMM	3137F1G44	FHLMCM 3.243%	Redemption	06/27/2022	FHLMC Multi-Family				0.00
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	06/27/2022	FNMA Multi-Family			44,261.11	44,261.11
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	06/27/2022	FNMA Multi-Family		468,519.87		468,519.87
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Interest	06/27/2022	FNMA Multi-Family			-14,277.78	-14,277.78
42151	COMM	3138LEC82	FNMAM 2.57% MAT	Redemption	06/27/2022	FNMA Multi-Family				0.00
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Interest	06/27/2022	BMW VEHICLE			48,685.00	48,685.00
42183	COMM	05602RAD3	BMWOT 3.21% MAT	Redemption	06/27/2022	BMW VEHICLE		258,856.07		258,856.07
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	06/27/2022	FHLMC Multi-Family			60,709.40	60,709.40
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	06/27/2022	FHLMC Multi-Family		9,742.00		9,742.00
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Interest	06/27/2022	FHLMC Multi-Family			-36,425.64	-36,425.64
42187	COMM	3137F4CY6	FHLMCM 2.92% MAT	Redemption	06/27/2022	FHLMC Multi-Family				0.00
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	06/27/2022	FNMA Multi-Family			56,575.00	56,575.00
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	06/27/2022	FNMA Multi-Family		657,093.56		657,093.56
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Interest	06/27/2022	FNMA Multi-Family			-32,850.00	-32,850.00
42188	COMM	3140HV6S8	FNMAM 2.19% MAT	Redemption	06/27/2022	FNMA Multi-Family				0.00
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	06/27/2022	FHLMC Multi-Family			47,772.91	47,772.91
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	06/27/2022	FHLMC Multi-Family		489,166.24		489,166.24
42205	COMM	3137FMD25	FHLMCM 2.875%	Interest	06/27/2022	FHLMC Multi-Family			-36,625.90	-36,625.90
42205	COMM	3137FMD25	FHLMCM 2.875%	Redemption	06/27/2022	FHLMC Multi-Family				0.00
		Totals for 06/27/2022					**549,846,944.43**	**599,784,891.51**	**2,721,742.44**	**52,659,689.52**
42333	COMM	SYS42333	BCREPO 1.45% MAT	Purchase	06/28/2022	BARCLAYS CAPITAL	200,000,000.00			-200,000,000.00
42329	COMM	16536JFV4	CHES DISC NOTE	Purchase	06/28/2022	CHESHAM FINANCE	49,997,819.44			-49,997,819.44
42330	COMM	16536JFV4	CHES DISC NOTE	Purchase	06/28/2022	CHESHAM FINANCE	74,996,729.16			-74,996,729.16
42331	COMM	5148X1FV0	LANDES DISC NOTE	Purchase	06/28/2022	LANDES	124,994,548.60			-124,994,548.60
42334	COMM	57629WCQ1	MASSMU 2.35% MAT	Purchase	06/28/2022	MASSMUTUAL	7,069,616.67			-7,069,616.67
42332	COMM	63873KFV4	NATXNY DISC NOTE	Purchase	06/28/2022	Natixis NY Branch	49,997,847.22			-49,997,847.22
42323	COMM	16536JFU6	CHES DISC NOTE	Redemption	06/28/2022	CHESHAM FINANCE		50,000,000.00		50,000,000.00
42324	COMM	16536JFU6	CHES DISC NOTE	Redemption	06/28/2022	CHESHAM FINANCE		75,000,000.00		75,000,000.00
42326	COMM	5148X1FU2	LANDES DISC NOTE	Redemption	06/28/2022	LANDES		125,000,000.00		125,000,000.00
42327	COMM	63873KFU6	NATXNY DISC NOTE	Redemption	06/28/2022	Natixis NY Branch		50,000,000.00		50,000,000.00
42328	COMM	SYS42328	BCREPO 1.45% MAT	Redemption	06/28/2022	BARCLAYS CAPITAL		200,000,000.00		200,000,000.00
41933	COMM	3130AMU67	FEDERAL HOME	Interest	06/28/2022	FHLB NOTES			30,000.00	30,000.00
41933	COMM	3130AMU67	FEDERAL HOME	Accr Int	06/28/2022	FHLB NOTES		14,166.67	-14,166.67	0.00
41934	COMM	3130AMU67	FEDERAL HOME	Interest	06/28/2022	FHLB NOTES			30,000.00	30,000.00
41934	COMM	3130AMU67	FEDERAL HOME	Accr Int	06/28/2022	FHLB NOTES		14,166.67	-14,166.67	0.00
42328	COMM	SYS42328	BCREPO 1.45% MAT	Interest	06/28/2022	BARCLAYS CAPITAL			8,055.58	8,055.58

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
		Totals for 06/28/2022					**507,056,561.09**	**500,028,333.34**	**39,722.24**	**-6,988,505.51**
42341	COMM	SYS42341	BCREPO 1.45% MAT	Purchase	06/29/2022	BARCLAYS CAPITAL	200,000,000.00			**-200,000,000.00**
42336	COMM	16536JFW2	CHES DISC NOTE	Purchase	06/29/2022	CHESHAM FINANCE	49,997,819.44			**-49,997,819.44**
42337	COMM	16536JFW2	CHES DISC NOTE	Purchase	06/29/2022	CHESHAM FINANCE	74,996,729.16			**-74,996,729.16**
42338	COMM	5148X1FW8	LANDES DISC NOTE	Purchase	06/29/2022	LANDES	124,994,548.60			**-124,994,548.60**
42339	COMM	63873KFW2	NATXNY DISC NOTE	Purchase	06/29/2022	Natixis NY Branch	49,997,847.22			**-49,997,847.22**
42340	COMM	78015DNQ9	RBCNY ZERO CPN	Purchase	06/29/2022	Royal Bank of	49,108,847.22			**-49,108,847.22**
42329	COMM	16536JFV4	CHES DISC NOTE	Redemption	06/29/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42330	COMM	16536JFV4	CHES DISC NOTE	Redemption	06/29/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42331	COMM	5148X1FV0	LANDES DISC NOTE	Redemption	06/29/2022	LANDES		125,000,000.00		**125,000,000.00**
42332	COMM	63873KFV4	NATXNY DISC NOTE	Redemption	06/29/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42333	COMM	SYS42333	BCREPO 1.45% MAT	Redemption	06/29/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
42333	COMM	SYS42333	BCREPO 1.45% MAT	Interest	06/29/2022	BARCLAYS CAPITAL			8,055.56	**8,055.56**
		Totals for 06/29/2022					**549,095,791.64**	**500,000,000.00**	**8,055.56**	**-49,087,736.08**
42342	COMM	16536JG19	CHES DISC NOTE	Purchase	06/30/2022	CHESHAM FINANCE	49,997,819.44			**-49,997,819.44**
42343	COMM	16536JG19	CHES DISC NOTE	Purchase	06/30/2022	CHESHAM FINANCE	74,996,729.16			**-74,996,729.16**
42344	COMM	3135G05X7	FEDERAL NATL MTG	Purchase	06/30/2022	FNMA NOTES	9,170,120.83			**-9,170,120.83**
42345	COMM	59217GFB0	MET LI 4.4% MAT	Purchase	06/30/2022	MET LIFE GLOBAL	14,988,600.00			**-14,988,600.00**
41487	COMM	46640QFW6	JPMSCC ZERO CPN	Redemption	06/30/2022	JP Morgan Securities		50,000,000.00		**50,000,000.00**
41641	COMM	06417MUH6	BANK NOVA SCOTIA	Redemption	06/30/2022	BANK OF NOVA		40,000,000.00		**40,000,000.00**
42336	COMM	16536JFW2	CHES DISC NOTE	Redemption	06/30/2022	CHESHAM FINANCE		50,000,000.00		**50,000,000.00**
42337	COMM	16536JFW2	CHES DISC NOTE	Redemption	06/30/2022	CHESHAM FINANCE		75,000,000.00		**75,000,000.00**
42338	COMM	5148X1FW8	LANDES DISC NOTE	Redemption	06/30/2022	LANDES		125,000,000.00		**125,000,000.00**
42339	COMM	63873KFW2	NATXNY DISC NOTE	Redemption	06/30/2022	Natixis NY Branch		50,000,000.00		**50,000,000.00**
42341	COMM	SYS42341	BCREPO 1.45% MAT	Redemption	06/30/2022	BARCLAYS CAPITAL		200,000,000.00		**200,000,000.00**
40155	COMM	9128286Z8	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			262,500.00	**262,500.00**
40522	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	06/30/2022	FNMA NOTES			55,500.00	**55,500.00**
40523	COMM	3136G4XZ1	FEDERAL NATL MTG	Interest	06/30/2022	FNMA NOTES			18,500.00	**18,500.00**
41016	COMM	912828ZW3	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			31,250.00	**31,250.00**
41062	COMM	912828ZW3	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			50,000.00	**50,000.00**
41496	COMM	9128287B0	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			234,375.00	**234,375.00**
41641	COMM	06417MUH6	BANK NOVA SCOTIA	Interest	06/30/2022	BANK OF NOVA			72,177.76	**72,177.76**
41686	COMM	9128284U1	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			525,000.00	**525,000.00**
41687	COMM	9128284U1	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			262,500.00	**262,500.00**
41716	COMM	3130AQDY6	FEDERAL HOME	Interest	06/30/2022	FHLB NOTES			80,200.00	**80,200.00**
42104	COMM	9128287B0	UNITED STATES	Interest	06/30/2022	U.S. TREASURY			328,125.00	**328,125.00**
42104	COMM	9128287B0	UNITED STATES	Accr Int	06/30/2022	U.S. TREASURY		221,167.13	-221,167.13	**0.00**
42341	COMM	SYS42341	BCREPO 1.45% MAT	Interest	06/30/2022	BARCLAYS CAPITAL			8,055.56	**8,055.56**
		Totals for 06/30/2022					**149,153,269.43**	**590,221,167.13**	**1,707,016.19**	**442,774,913.89**

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Investment #	Fund	CUSIP	Inv Descrip	TransactionType	TransactionDate	Issuer	New Principal	Principal Paydowns	Interest	Total Cash
40614	COMM	31422BR36	FAMCA FRN MAT	Interest	07/05/2022	FARMER MAC			67,238.89	67,238.89
		Totals for 07/05/2022							**67,238.89**	**67,238.89**
		Grand Total					**31,816,836,138.**	**31,593,784,505.**	**21,447,051.04**	**-201,604,581.92**

14.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: August 24, 2022

Subject: Resolution #12-22/23 Education/State & Local Government Purchase Agreement Piggyback for Apple Products, Services, and Related Items, Bid # P-13 18/19

Staff Analysis: Per Public Contract Code, 20118, 20652, the governing board of any school district without advertising for bids may piggyback for the purchase of materials and personal property if it is in the best interest of the district.

Alum Rock wishes to piggyback on the Purchase Agreement and Professional Services Agreement between Glendale Unified School District and Apple Inc. ("Apple"). This contract expires October 16, 2023.

Recommendation: Staff recommends approving the use of the Glendale Unified School District and Apple Inc. ("Apple") agreement along with any awarded extension for the purchase of Apple products, services, and related items.

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

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommended Approval

14.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 12-22/23

PIGGYBACK ON EDUCATION/STATE & LOCAL GOVERNMENT PURCHASE AGREEMENT PIGGYBACK FOR APPLE PRODUCTS, SERVICES, AND RELATED ITEMS THROUGH THE GLENDALE UNIFIED SHOOL DISTRICT APPLE INC. AGREEMENT BID # P-13 18/19

WHEREAS, The Board of Education of the Alum Rock Union Elementary School District of Santa Clara County, heretofore authorizes the district to piggyback on the Glendale Unified School District, State of California Contract Bid #P-13 18/19 for Apple Products, Services, and Related items.

NOW, THEREFORE, BE IT RESOLVED, the Board through the Procurement Manager, Director of Fiscal Services, and/or Assistant Superintendent of Business Services, is hereby authorized and directed to issue purchase orders to said successful respondents for the items and services awarded.

PASSED AND ADOPTED this 08 day of September, 2022, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 08, 2022.

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

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

14.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: August 29, 2022

Subject: **Resolution No. 13-22/23**
GANN Limit Calculations

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

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

Recommendation: Staff recommends that the Board accept the GANN Limit Calculations and adopt Resolution No. 13-22/23 as presented.

Submitted by: Efrain Robles EK Title: Director, Fiscal Services

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

To the Board of Trustees: Meeting: September 8, 2022
Regular Board Meeting

Recommend Approval

14.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
RESOLUTION NO 13 – 22/23

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

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

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

WHEREAS, the District must establish a revised Gann limit for the 2021-2022 fiscal year and a projected Gann Limit for the 2022-2023 fiscal year in accordance with the provisions of Article XIII-B and applicable statutory law; and,

NOW, THEREFORE, BE IT RESOLVED that this Board does provide public notice that the attached calculations and documentation of the Gann limits for the 2021-2022 and 2022-2023 fiscal years are made in accord with applicable constitutional and statutory law;

AND BE IT FURTHER RESOLVED that this Board does hereby declare that the appropriations in the Budget for the 2021-2022 and 2022-2023 fiscal years do not exceed the limitations imposed by Proposition 4;

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

PASSED AND ADOPTED this 8th day of September, 2022, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

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

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on September 8, 2022.

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

14.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **CONTRACTS FOR PROFESSIONAL SERVICES – INDIVIDUALS**

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 sheet. Contract details are on file in the Purchasing Office.

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

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

To the Board of Trustees: Meeting: September 8, 2022

Recommend Approval — Regular Board Meeting

14.08

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 8, 2022 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – INDIVIDUALS

SCHOOL / DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Early Learning Dr.Dianna Ballesteros	07/22/22-06/30/23	Jennifer Schexnayder	$4,800.00	Professional learning support around Early Mathematics with focus on Counting Collections and creating rich mathematics opportunities for young learners. This is for preschool to 3rd grade educators. Workshops will be conducted online for up to 30 participants per workshop. Funding: Restricted
Early Learning Dr.Dianna Ballesteros	07/22/22-06/30/23	Karen S. Recinos	$4,800.00	Professional learning support around Early Mathematics with focus on Counting Collections and creating rich mathematics opportunities for young learners. This is for preschool to 3rd grade educators. Workshops will be conducted online for up to 30 participants per workshop. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

   Name of Individual/Company: Jennifer Schexnayder

   Address: 1840 Via Del Rey City: South Pasadena State: CA Zip: 91030

   Phone: (323) 251-6996 Email Address: jschexx@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 22, 2022 end date June 30, 2023

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

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

   Professional Learning support around Early Mathematics with focus on Counting Collections and creating rich mathematics opportunities for young learners. This is for Preschool to Third grade educators. Workshops will be conducted online for up to 30 participants per workshop. Alum Rock Union Elementary School District ~~will engage the services of independent contractor: Jennifer Schexnayder to facilitate Professional Learning~~ Workhops.

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:** $4,800 (describe rate agreement) cost $1,200 per workshop; dates to be determined.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
120-	6053-0-5815-00-	0001-1000-000050-	065-7394	$4,800	UPK	

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

Professional Development Service Contract between Alum Rock Union Elementary School District and Jennifer Schexnayder(Contractor)

July 22, 2022 - June 30, 2023

Description:
Professional Learning support around Early Mathematics Learning with focus on Counting Collections and creating rich mathematics opportunities for young learners. This support is grounded in the research of Cognitively Guided Instruction (Carpenter, et. al 1996) and the book *Choral Counting and Counting Collections, Transforming the PreK-5 Math Classroom*, Edited by Megan L. Franke, Eham Kazemi, and Angela Chan Turrou, Stenhouse Publishers 2018. Book is recommended for Instructional Leaders and Participants

Terms and Conditions:
Alum Rock Union School District will engage contractor: Jennifer Schexnayder to facilitate Professional Learning Workshops. Payment is due in full thirty days from receipt of invoice. Invoices will be sent quarterly.

Contractor: The facilitators will be:

Jennifer Schexnayder
email: jschexx@gmail.com
address: 1840 Via Del Rey
South Pasadena, CA 91030,
phone: (323) 251-6996

Cost/Payment: Cost: $1200 per workshop

Checks should be payable separately to: Jennifer Schexnayder, see attached W9

A. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.
B. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount. Session may be rescheduled with two weeks notice, within 60 days of original date.
C. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

Name: Dr. Hilaria Bauer Title: Superintendent

School/District: Alum Rock Union Elementary School District Phone: 408-928-6800

Address: 2930 Gay Ave, San Jose, CA 95127

Authorized Signature: _____ Date: _____

Contractor signature: _____ Jennifer Schexnayder Date: 06/ 23/ 2022

Please fill out the information above.
Return the entire form by email to Jennifer Schexnayder at: jschexx@gmail.com
Thank you.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

   Name of Individual/Company: Karen Suleyda Recinos Alvarado

   Address: 5502 Bevis Ave City: Sherman Oaks State: CA Zip: 91411

   Phone: (818) 384-1251 Email Address: recinossuly@gmail.com

   SSN: _____ or Fed I.D. #: [redacted]

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 22, 2022 end date June 30, 2023

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

   A. Description of services to be provided and expected results (e.g. services, materials, products and/or reports). Attach proposals, exhibits and other documentation if necessary:
   Professional Learning support around Early Mathematics with focus on Counting Collections and creating rich mathematics opportunities for young learners. This is for Preschool to Third grade educators. Workshops will be conducted online for up to 30 participants per workshop. Alum Rock Union Elementary School District ~~will engage the services of independent contractor: Karen Recinos to facilitate Professional Learning~~ Workhops.

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:** $4,800 (describe rate agreement) cost $1,200 per workshop; dates to be determined.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
120-	6053-0-5815-00-	0001-1000-000050-	065-7394	$4,800	UPK	

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

Professional Development Service Contract between Alum Rock Union Elementary School District and Karen Recinos(Contractor)

July 22, 2022 - June 30, 2023

Description:
Professional Learning support around Early Mathematics Learning with focus on Counting Collections and creating rich mathematics opportunities for young learners. This support is grounded in the research of Cognitively Guided Instruction (Carpenter, et. al 1996) and the book *Choral Counting and Counting Collections, Transforming the PreK-5 Math Classroom*, Edited by Megan L. Franke, Eham Kazemi, and Angela Chan Turrou, Stenhouse Publishers 2018. Book is recommended for Instructional Leaders and Participants

Terms and Conditions:
Alum Rock Union School District will engage contractor: Karen Recinos to facilitate Professional Learning Workshops. Payment is due in full thirty days from receipt of invoice. Invoices will be sent quarterly.

Contractor: Karen Recinos
email: recinossuly@gmail.com
address: 5502 Bevis Ave. Sherman Oaks, CA 91411
phone: (818) 384-1251

Cost/Payment: Cost: $1200 per workshop

Checks should be payable separately to: Karen Recinos, see attached W9

D. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.
E. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount. Session may be rescheduled with two weeks notice, within 60 days of original date.
F. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

Name: Dr. Hilaria Bauer Title: Superintendent

School/District: Alum Rock Union Elementary School District Phone: 408-928-6800

Address: 2930 Gay Ave, San Jose, CA 95127

Authorized Signature: _____ Date: _____

Contractor signature: _____ Karen Recinos Date: 06/ 23/ 2022

Please fill out the information above.
Return the entire form by email to Karen Recinos: recinossuly@gmail.com
Thank you.

14.09

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **ACCEPTANCE OF MEMORANDUM(S) OF UNDERSTANDING**

Staff Analysis:
The District has received the following Memorandum(s) of Understanding as summarized on the sheet(s) dated September 8, 2022.

Recommendation:
Staff recommends acceptance of this memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees: Meeting: September 8, 2022

Recommend Approval Regular Board Meeting

14.09 Kol S

Agenda Placement Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 8, 2022 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING.

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
SEL Department Dr. Imee Almazan	09/09/22- 06/30/23	Santa Clara County Office of Education – PBIS	$51, 000.00	SCCOE will provide Positive Behavioral Intervention & Supports (PBIS) training to the following schools for the 2022-2023 SY: Aptitud, Cassell, Dorsa, Cureton, Meyer, Hubbard, Linda Vista, Ryan, Painter, McCollam, George and Independent Studies Funding: Various

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 10547

Social and Emotional Learn (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 -PBIS

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

Phone: (408) 453-4348 Email: stephanie_tague@sccoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates September 9, 2022 end date June 30, 2023

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

SCCOE will provide Postive Behavioral Intervention & Supports,"PBIS" training to the followin schools for the 22-23 school year: Aptitud, Cassell,Dorsa,Cureton,Meyer,Hubbard,Linda Vista Ryan,Painter,McCollam,George and Independent Studies.

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:** $010-0000-0-5815-00-1110-3130-000000-061-5210-$45,000

Describe other related costs: 060-7085-0-5815-00-1110-1000-000070-061-7085-$6,000

BUDGET CODE: _____ _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

DocuSign Envelope ID: 24D6ED23-54E9-4702-8068-FB471BB95016

Santa Clara County Office of Education

Memorandum of Understanding
between
Santa Clara County Office of Education
and
Alum Rock Unified School District

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Alum Rock Unified School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in 2022-23 PBIS Cohort Team Trainings and supplementary professional learning and technical assistance events and activities. Activities related to training as well as terms and conditions for this collaboration are described below.

School(s)	Training	Cost
• Aptitud • Cassell • Dorsa • Cureton • Meyer • Hubbard • Linda Vista • Ryan • Painter • McCollam • George • Independent Studies	• Customized Coaching	$4,250 (12) = $51,000
	TOTAL	$51,000

.

2. Goals

☒ Improve access to inclusive, equitable, high-quality education.
☒ Provide quality support to districts, schools, students, and communities.
☒ Be a premier service organization.

Positive Behavioral Interventions and Supports (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The SCCOE will work in partnership with the Agency to develop and support the PBIS framework to improve access to inclusive, equitable and high-quality education for all students. The SCCOE agrees to provide quality support to the Agency in service of the district, schools, students, and communities it serves.

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3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will work collaboratively with the SCCOE to provide PBIS Tier 1 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
- The Agency and school sites participating in Tier 1 SW-PBIS trainings will complete and commit to the SCCOE PBIS District and School Site Commitment forms.
- The Agency and school sites participating in Year 1 Tier 1 SW-PBIS trainings will:
  - Tier 1 – Develop products from trainings that contribute to implementation (meeting schedule, presentations to staff, Core Values, expectation teaching matrices, behavioral lesson plans, acknowledgement systems, behavioral data tracking forms and processes, etc.) that will coincide with training content and assigned tasks. Products will be collected in a portfolio and contribute to a school's PBIS Handbook, which be a product of the Year 1 Training.
  - School teams will also provide staff trainings to begin the buy-in process with school staff in PBIS.
  - School teams will administer the PBIS Self-Assessment Survey (SAS) to all school staff to identify strengths and needs of school climate efforts.
- The Agency and school sites participating in Customized Coaching and/or Consultation will:
  - Engage in agreed upon hours of Coaching and/or Consultation with the PBIS Technical Assistance Center staff. Coaching will be focused on specific school site and district needs and will support the implementation to fidelity of the PBIS Framework.

The Agency will grant permission to SCCOE to have access to data stored in the district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in the SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential

3.2. The SCCOE Responsibilities:

- **Year 1 Trainings** – (12) school sites
  - Tier 1 – Universal Systems School-wide PBIS Team Training
    - 3-5 School-wide Core Values and behavioral expectations for universal school settings
    - Lesson plans for teaching expectations
    - Classroom Systems
    - Acknowledgement and Consequence Systems
    - Data-based Decision Making
- **PBIS Coaches Workshop and Network** consisting of a series of networking sessions throughout the year to build local capacity within districts for successful PBIS implementation. PBIS Coaches/Coordinators will collaborate on strategies and solutions to on-going implementation needs, and share resources and the latest PBIS tools. Discussions vary in topics, including:
  - Coaching, Training, and Coordination

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- Monitoring the district action plan
- Providing on-going PBIS professional development
- Calibration of PBIS evaluation and assessment tools

- **District Leadership Team Meeting** is held annually and assists district leadership in:
  - Effective implementation and evaluation
  - Building District training capacity and sustainability efforts of PBIS
  - Resource allocation
  - Policy Development
- **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
- **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
  - Provide timely technical assistance and coaching supports.

Customize trainings to meet needs of the school district and school sites working alongside with District PBIS Coordinator/Trainer and/or PBIS Coach.

4. Duration of Agreement

This Agreement begins on 07/01/2022 and ends on 6/30/2023.

5. Articulation of Monies/Compensation

- Alum Rock Union School District shall pay SCCOE PBIS TAC for each of the above items, **total not to exceed $51,00.00** by due date.
- Alum Rock Union School District shall make payment within 30 days of receiving each invoice.
- The SCCOE will invoice for all services provided as outlined and agreed upon within the MOU regardless of district and school site personnel attendance.

6. Data Sharing

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

☐ Yes, Data Sharing agreement/form attached

☒ No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon or prior to the scheduling and commitment of schools to training, workshop and coaching services as agreed upon in this MOU. The COE will invoice for all services provided as outlined within the MOU regardless of district and

DocuSign Envelope ID: 24D6ED23-54E9-4702-8068-FB471BB95016

school site personnel attendance. MOU can also be terminated with advance written notice to the other Party.

8. Other Terms

8.1. Entire Agreement: This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

8.2. Amendments: This Agreement may only be amended by a written instrument signed by the Parties.

8.3. Severability: Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.

8.4. Third-Party Beneficiaries: This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.

8.5. Assignment: No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.

8.6. Use of SCCOE Name and Logo for Commercial Purposes: Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.

8.7. Governing Law, Venue: This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

9.1 Insurance: The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.

9.2 Indemnification: Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

DocuSign Envelope ID: 24D6ED23-54E9-4702-8068-FB471BB95016

Santa Clara County Office of Education

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

By: DocuSigned by: Anisha Munshi
Signature of Authorized SCCOE Official

Name: Anisha Munshi, Ed.D.

Title: Associate Superintendent, PLISD

Date: 7/18/2022 | 4:08 PM PDT

Address: 1290 Ridder Park Drive, MC237
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: 1930 Gay Avenue
San Jose, CA 95127

Phone: 408-928-6800

Email: Hilaria.bauer@arusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

14.10

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject : **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 sheet(s). Contract details are on file in the Purchasing Office.

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

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

To the Board of Trustees:
Recommend Approval

14.10
Agenda Placement

Meeting: September 8, 2022
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
September 8, 2022 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Maria Martinez	09/15/22-06/30/23	E.L. Achieve, Inc.	$46,140.00	Provide Constructing Meaning 5-day institutes in-person for 20 elementary teachers districtwide, and virtually for 20 elementary teachers districtwide, and two leadership days for elementary site leaders. Funding: Restricted
Academic Services Maria Martinez	09/15/22-06/30/23	E.L. Achieve, Inc.	$20,640.00	Provide Constructing Meaning 5-day institutes virtually for 20 middle school teachers districtwide, along with one leadership day for secondary site leaders. Funding: Restricted
Academic Services Dr. Tara Bickford	09/12/22-06/30/25	School Specialty, LLC.	No Cost	Multi-Year Service Contract: Provide up to 35 days of professional development to support the implementation of the FOSS Next Generation Science curriculum for elementary school teachers. Funding: N/A
Academic Services Dr. Tara Bickford	09/15/22-06/30/23	Studies Weekly, Inc.	$3,000.00	Provide 4 webinar professional development sessions plus one on-site training for all ARUSD elementary teachers around their Social Studies curriculum. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Academic Services/ VAPA Maria Thomas	09/09/22- 06/30/23	Bay Area Women's Sports Initiative (BAWSI)	$10,000.00 NTE per site	Master Service Contract: Provide during and after school fitness and confidence building programs for girls in grades 2-8. Program includes leadership opportunities, confidence building and supports/fitness foundations activities and a game-day experience with female collegiate athletes. Funding: Various
Academic Services/ VAPA Maria Thomas	09/15/22- 06/30/23	The Get Down	$10,000.00 NTE per site	Master Service Contract: Provide after school dancing programming. 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. Cost is $100 per teaching artist. Funding: Various
CNS Department Denisse Mendez	07/01/22- 06/30/23	Chef Ann Foundation (CAF)	$28,807.00	The CAF team has worked with districts across the country to transform their meal programs to ones rooted in fresh, whole ingredients. This is typically done by examining key operational support opportunities within food, facilities, finance, human resources and marketing to increase Child Nutrition Services capabilities. Funding: Restricted
Maintenance Ed Villarreal	07/01/22- 06/30/23	Balco Holdings, Inc. DBA: Bay Alarm Company	$71,350.00	Provide security monitoring services for all of district sites, and District Office. Funding: General
Maintenance Ed Villarreal	09/09/22- 06/30/23	McKinley Elevator Corporation	$7,500.00	Provide required inspections of all accessible lifts and ADA lifts districtwide as regulated by the state. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Maintenance Ed Villarreal	09/09/22- 06/30/23	San Jose Boiler Works. Inc.	$15,000.00	Provide annual boiler cleaning/maintenance service districtwide. Funding: Restricted
Maintenance Ed Villarreal	09/09/22- 06/30/23	Sound & Signal, Inc.	$15,000.00	Provide service for proprietary fire alarm and intercom systems districtwide. Funding: Restricted
Maintenance Ed Villarreal	09/09/22- 06/30/23	Water Quality Plumbing, Inc.	$44,000.00	Provide emergency support and repairs related to plumbing such as inspections, copper re-piping, sewer repairs remodeling/new construction, and water conditioning and purification. Funding: Restricted
SEL Department Dr. Imee Almazan	09/09/22- 06/30/23	Glen Price Group	$50,000.00	The Glen Price group will facilitate a series of Community Schools planning meetings and support the development of an implementation plan for Community Schools. Funding: Restricted
SEL Department Dr. Imee Almazan	09/09/22- 06/30/23	International Association for Human Values (IAHV): Sky Schools	$13,500.00 NTE per site	Master Service Contract: "Sky Schools" is a yoga program designed for ARUSD schools to help decrease stress and promote a stress and violent free school environment. Services will be provided in person and/or virtually. Funding: Various
Special Education Anthony Colonna	08/16/22- 06/30/23	The Reilly Behavioral Group, LLC.	$25,000.00	Provide ongoing training, direct services, parent support, assessments, data analysis and program support to students diagnosed with autism. These services assist the District in developing and maintaining defensible programs for students with autism. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State & Federal Sandra Garcia	09/09/22- 06/30/23	Bay Area Tutoring Association (BATA)	No Cost	In collaboration with the SCCOE and the SJ Learns Foundation. BATA provides supplemental intervention math, digital literacy and English Language Arts tutoring to underserved students K-3rd grade within ARUSD. BATA and ARUSD share student date and progress monitoring information for grant reporting purpose. Funding: N/A
State & Federal Sandra Garcia	09/12/22- 05/31/23	KV Educational Services	$76,055.00	Provide CTE Arts, Media & Entertainment academic enrichment services at ARUSD sites for 16 schools; 40 students per school site; grades 3-6 during the 2022-2023 SY. The program will run as part of the after school program Monday-Thursday. Funding: Restricted
State & Federal Sandra Garcia	10/17/22- 06/30/23	Schmahl Science Workshops	No Cost	Provide Pre-K through 12th grade children with hands-on science workshops spanning biology, chemistry, earth science, forensics, math and physics. Services will be provided to 5 schools (TBD) through 40 enrichment workshops during the 2022-2023 SY. Funding: N/A
State & Federal Sandra Garcia	09/10/22- 06/10/23	Springboard Collaborative	$36,000.00	Provide 10-week evidence-based literacy program by coaching parents and teachers, and provide literacy materials/incentives and consultation. Also support a minimum of 6 schools serving 210 students in TK-3rd grade. (Fall/Spring) Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	09/09/22- 06/30/23	Sound Solutions	$13,500.00 NTE per site	Master Service Contract: Sound Solutions licensed therapist will provide 8 music therapy groups per series, 60 minutes each. Services provided once a week for youth who struggle with traditional therapy. Groups are offered to any ARUSD middle school site wanting to participate. Funding: General
Student Services Norma Flores	07/01/22- 06/30/23	YMCA of Silicon Valley-Project Cornerstone	$10,500.00 Flat rate	Project Cornerstone supports ARUSD's efforts to provide a positive school climate by conducting workshops/ engagement programs for staff, parents and students on various topics including bullying prevention at school sites wishing to participate. Services may be delivered virtually if necessary. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21602

PROGRAM MANAGER: Maria Martinez

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

   Name of Individual/Company: E.L. Achieve, Inc.

   Address: 2712 Plaza Ave. City: Hays State: KS Zip: 67601

   Phone: (760) 290 - 3461 Email Address: libby@elachieve.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 15, 2022 end date June 30, 2023

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

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

   E.L. Achieve, Inc. will provide Constructing Meaning 5-day institutes in-person for 20 elementary teachers district-wide and virtually for 20 elementary teachers district-wide along with two leadership days for elementary site leaders.

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

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

   X b. **Other:** $40,740.00 (describe rate agreement) plus actual travel expenses as invoiced, estimated at $5,400.00

5. **BUDGET CODE:** 060-4203-0-5815-00-4760-1000-000000-305-1521 Title III

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

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 0cb6308ef00284243882523f1153235cd579d101

Agreement

E.L. Achieve
Creating Effective Systems for English Learners

Contact	Libby Flores	Email	libby@elachieve.org
Phone	760-290-3461	Fax	(831) 536.1616
Agency	Alum Rock Union School District		
Address	2930 Gay Ave.		
City, State, Zip	San Jose CA 95127		
Email	barbara.campbell@arusd.org		
Agency Contact	Barbara Campbell	Phone	408.928.6800

Services provided

Elementary Constructing Meaning Institute - Teacher Strand (in-person and/or virtual): A team of two E.L. Achieve presenters will conduct a comprehensive five-day institute with up to 50 teachers incorporating reading, discussion, and collaborative practice to apply newly learned skills. The institute includes time for facilitated planning to deepen teachers' understanding of state standards through E.L. Achieve's instructional approach.

Instructional Leader Strand (in-person and/or virtual): An E.L. Achieve presenter will conduct a series of three days of professional learning with up to 20 district administrators, principals, and coaches to deepen their understanding of Constructing Meaning and hone observation and facilitation skills using the Refining Our Practice rubrics.

Spring Symposium (virtual): The E.L. Achieve's Symposium is a two-day events for district teams – central office administrators, site principals, district and site coaches, and teacher leaders – to build a stronger community and more robust systems to serve English learners well. Team members select from a range of sessions to deepen their practice in Constructing Meaning and heighten their ability to lead effective implementation at the classroom, site, and district levels.

See attached Service Fees for related costs

ELEMENTARY CM INSTITUTE (IN-PERSON)
Teacher Day 1: Thursday, September 29
Teacher Day 2: Friday, September 30
Teacher Day 3: Wednesday, November 2
Teacher Day 4: Wednesday, December 7
Teacher Day 5: Wednesday, January 25, 2023

VIRTUAL combined CM leader day 1: Thursday, December 8

ELEMENTARY CM INSTITUTE (VIRTUAL Saturdays)
Teacher Day 1: Saturday, February 4, 2023
Teacher Day 2: Saturday, February 11, 2023
Teacher Day 3: Saturday, March 18, 2023
Teacher Day 4: Saturday, April 22, 2023
Teacher Day 5: Saturday, May 13, 2023

IN-PERSON Elementary CM leader day 2: Wednesday, April 26, 2023

- Symposium attendance - Spring 2023

Site Arrangements

For participants: round tables, each to accommodate 4-6.
For presenter: table for projector and another table for supplies/materials.

Materials/supplies:

Use E.L. Achieve Partner District Order Form to purchase:
- Leadership Overview Guide - ACHV160
- Elementary Constructing Meaning Handbooks - CM135 (one per participant)
- E.L. Achieve Primary K-2 Support Kit - ACHV310 **AND/OR**
- E.L. Achieve Elementary 3-6 Support Kit - ACHV320

Services fee:

$40,740.00 plus actual travel expenses as invoiced, estimated at $5,400.00 +/-

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative

Libby Flores
Printed Name

Title: Chief Operating Officer

EIN: 26-1824848

Sponsoring Organization Representative

Dr. Hilaria Bauer
Printed Name

Title: Superintendent

Date:

REV 2/2018

Service Fees for Building District Capacity

E.L. Achiev
Creating Effective Systems for English L

Elementary CM	Costs	Estimated travel*	Additional District costs not included
Initial Institute			
Instructional Leader Strand - two days of support for administrators and instructional leaders (one presenter, one virtual, one in-person)	$9,750.00	$900.00	Guide to Leading the Intiative
Teacher Strand - five-day Institute, two cohorts (up to 20 participants, one presenter, one virtual, one in-person)	$25,000.00	$4,500.00	Institute Handbooks, Content Modules, Support Kits, Instructional Units, Substitutes
Supporting Implementation			
Two-day Symposium (two participants)	$990.00	-	Travel, Substitutes
Annual Partnership Renewal	$5,000.00	-	For the 2022/23 school year
Totals	$40,740.00	$5,400.00	
		$46,140.00	
Costs per additional participant:			
Two-day Symposium	$495.00		Travel, Substitutes
Five-day Leadership Seminar: Teacher Leader Strand	$2,200.00		Travel, Substitutes
Five-day Leadership Seminar: Administrator Leader Strand	$2,200.00		Travel, Substitutes

*Estimated travel is $900/day/presenter. Actual costs are invoiced and may vary depending on local rates.

*Districts invoiced only for services rendered. Please note, registration fees are subject to change.

REV 11/2019

E.L. Achieve

Partner System Assurances

Systems establishing a partnership with E.L. Achieve commit to building capacity throughout the organization.

The Lead (Assistant Superintendent/Director of E.L. Services) will serve as the primary contact and collaborator with E.L. Achieve to lead and sustain implementation of the initiative(s).

Partners agree to:

Participate in Core Services

1. **Initial Institute**
   Learn to implement the initiative
   - **Teacher Strand:** Sufficient cohorts for system-wide implementation
   - **Instructional Leader Strand:** System and site leaders, including principals, vice principals, and coaches responsible for implementation
2. **Annual Spring Symposium**
   Robust team of system and site leaders – including principals, vice principals, coaches, and teacher leaders – continue to deepen knowledge to sustain the initiative(s)
3. **Summer Leadership Seminar**
   A sufficiently large team, consisting of teacher leaders and instructional coaches who will facilitate ongoing learning and collaboration, build district capacity to support implementation

Commit to Implementation Support

1. **Dedicate Resources for Ongoing Support**
   Provide regular, dedicated time with system and site leaders to take stock of initiative implementation and plan for effectively sustaining the work using *Refining Our Practice* tools.
2. **Renew Annual Partnership**
   Commit to an annual renewal fee to maintain access to online resources – including instructional and planning tools – plus ongoing support from the E.L. Achieve team.

Honor Presenter Agreements

1. Use only E.L. Achieve-certified presenters for in-house institutes.
   - Refrain from allowing participants from other systems to attend institutes, either for a fee or gratis.
   - Refer requests from other systems for seats in institutes to E.L. Achieve.
2. Support in-house leadership through peer collaboration, consistent use of website resources and tools, and calling upon the E.L. Achieve team, as needed.

Use E.L. Achieve Materials Appropriately

1. Refrain from photocopying or sharing materials and electronic files without permission. This includes PowerPoint files, Google documents, handbook contents, instructional materials, and any document downloaded from or posted on the password-protected website.

   If partners would like to post documents on the system's password-protected intranet, they may submit a written request to E.L. Achieve.
2. Ensure that E.L. Achieve product license keys are used only by assigned users (may include leaders, teachers, and/or students).

© 2022 E.L. Achieve

3. System staff may not offer services using E.L. Achieve materials at conferences or to other systems, either for a fee or gratis.

   If partners would like to present at a conference using E.L. Achieve materials, they may submit a written request to E.L. Achieve.

E.L. Achieve will provide:

1. Comprehensive professional development for teachers and administrators to sustain system-wide implementation of Systematic ELD and/or Constructing Meaning
2. Digital and print resources for classroom implementation, including instructional materials, interaction tools, and student resources
3. Access to the E.L. Achieve app with digital products, newsletters, blogs, and continuing learning events, including webinars and annual Symposia
4. Website resources for all institute participants, including videos, tools, and a virtual community of educational experts and peers
5. Readily available, virtual technical assistance to support planning and implementation (e.g., communication and monitoring, ongoing learning sessions, problem-solving, etc.)

Initiative/s:

☐ **K-12 Systematic ELD** ☐ **Elementary Constructing Meaning** ☐ **Secondary Constructing Meaning**

System Name: Elementary Constructing Meaning City/State: San Jose, CA

Program Lead: Maria Martinez (Name) Program Lead Title: Academic Services POSA (Director, Coordinator, or District TOSA/Coach)

System Lead: Barbara Campbell (Name) System Lead Title: Assistant Superintendent (Assistant Superintendent or Director)

System Lead Signature: Barbara Campbell Date: _____

E.L. Achieve Signature: _____ Date: _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. 21602

PROGRAM MANAGER: Maria Martinez

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

   Name of Individual/Company: E.L. Achieve, Inc.

   Address: 2712 Plaza Ave. City: Hays State: KS Zip: 67601

   Phone: (760) 290 - 3461 Email Address: libby@elachieve.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 15, 2022 end date June 30, 2023

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

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

   E.L. Achieve, Inc. will provide Constructing Meaning 5-day institutes virtually for 20 middle school teachers district-wide along with one leadership day for secondary site leaders.

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:** $19,740.00 (describe rate agreement) plus actual travel expenses as invoiced, estimated at $900.00

5. **BUDGET CODE:** 060-4203-0-5815-00-4760-1000-000000-305-1521 Title III

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

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 9d23f0f7d7f86320af58e7ef7577973ae0246060

E.L. Achieve
Creating Effective Systems for English Learners

Agreement

Contact	Libby Flores	Email	libby@elachieve.org
Phone	760-290-3461	Fax	(831) 536.1616

Agency	Alum Rock Union School District		
Address	2930 Gay Ave.		
City, State, Zip	San Jose	CA	95127
Email	barbara.campbell@arusd.org		
Agency Contact	Barbara Campbell	Phone	408.928.6800

Services provided

Secondary Constructing Meaning Institute - Teacher Strand (virtual): An E.L. Achieve presenter will conduct a comprehensive five-day institute with up to 20 teachers incorporating reading, discussion, and collaborative practice to apply newly learned skills. The institute includes time for facilitated planning to deepen teachers' understanding of state standards through E.L. Achieve's instructional approach.

Instructional Leader Strand (in-person or virtual): An E.L. Achieve presenter will conduct a series of three days of professional learning with up to 20 district administrators, principals, and coaches to deepen their understanding of Constructing Meaning and hone observation and facilitation skills using the Refining Our Practice rubrics.

Spring Symposium : The E.L. Achieve's Symposium is a two-day events for district teams – central office administrators, site principals, district and site coaches, and teacher leaders – to build a stronger community and more robust systems to serve English learners well. Team members select from a range of sessions to deepen their practice in Constructing Meaning and heighten their ability to lead effective implementation at the classroom, site, and district levels.

See attached Service Fees for related costs

SECONDARY CM INSTITUTE (VIRTUAL Saturdays)
Teacher Day 1: Saturday, February 4, 2023
Teacher Day 2: Saturday, February 11, 2023
Teacher Day 3: Saturday, March 18, 2023
Teacher Day 4: Saturday, April 22, 2023
Teacher Day 5: Saturday, May 13, 2023

IN-PERSON Secondary CM leader day 3: Wednesday, April 19, 2023

- Symposium attendance - Spring 2023

Site Arrangements

For participants: round tables, each to accommodate 4-6.
For presenter: table for projector and another table for supplies/materials.

Materials/supplies:

Use E.L. Achieve Partner District Order Form to purchase:
- Leadership Overview Guide - ACHV160
- Secondary CM Handbooks - CM150
- SecCM Content Modules - varies
- Secondary CM Support Kit - CM300

Services fee:

$19,740.00 plus actual travel expenses as invoiced, estimated at $900.00 +/-

Signature below represents agreement to the above stated provisions:

E.L. Achieve Representative	Sponsoring Organization Representative
Libby Flores	Dr. Hilaria Bauer
Printed Name	Printed Name

Title:	Chief Operating Officer	Title:	Superintendent
EIN:	26-1824848	Date:	

REV 2/2018

Service Fees for Building Capacity (fewer than 20 participants)

E.L. Achieve
Creating Effective Systems for English Learners

Secondary CM	Costs	Estimated travel*	Additional costs not included
Initial Institute			
Instructional Leader Strand - one day of support for administrators and instructional leaders (one presenter, in-person)	$2,500.00	$900.00	Guide to Leading the Intiative
Teacher Strand - five-day Institute (up to 20 participants, one presenter, virtual)	$16,250.00	-	Institute Handbooks, Content Modules, Support Kits, Instructional Units, Substitutes
Supporting Implementation			
Two-day Symposium (two participants)	$990.00	-	Travel, Substitutes
Totals	$19,740.00	$900.00	
		$20,640.00	
Costs per additional participant:			
Two-day Symposium	$495.00		Travel, Substitutes
Five-day Leadership Seminar: Teacher Leader Strand	$2,200.00		Travel, Substitutes
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*Estimated travel is $900/day/presenter. Actual costs are invoiced and may vary depending on local rates.

*Districts invoiced only for services rendered. Please note, registration fees are subject to change.

REV 11/2019

E.L. Achieve

Partner System Assurances

Systems establishing a partnership with E.L. Achieve commit to building capacity throughout the organization.

The Lead (Assistant Superintendent/Director of E.L. Services) will serve as the primary contact and collaborator with E.L. Achieve to lead and sustain implementation of the initiative(s).

Partners agree to:

Participate in Core Services

1. **Initial Institute**
   Learn to implement the initiative
   - **Teacher Strand:** Sufficient cohorts for system-wide implementation
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   A sufficiently large team, consisting of teacher leaders and instructional coaches who will facilitate ongoing learning and collaboration, build district capacity to support implementation

Commit to Implementation Support

1. **Dedicate Resources for Ongoing Support**
   Provide regular, dedicated time with system and site leaders to take stock of initiative implementation and plan for effectively sustaining the work using *Refining Our Practice* tools.
2. **Renew Annual Partnership**
   Commit to an annual renewal fee to maintain access to online resources – including instructional and planning tools – plus ongoing support from the E.L. Achieve team.

Honor Presenter Agreements

1. Use only E.L. Achieve-certified presenters for in-house institutes.
   - Refrain from allowing participants from other systems to attend institutes, either for a fee or gratis.
   - Refer requests from other systems for seats in institutes to E.L. Achieve.
2. Support in-house leadership through peer collaboration, consistent use of website resources and tools, and calling upon the E.L. Achieve team, as needed.

Use E.L. Achieve Materials Appropriately

1. Refrain from photocopying or sharing materials and electronic files without permission. This includes PowerPoint files, Google documents, handbook contents, instructional materials, and any document downloaded from or posted on the password-protected website.

   If partners would like to post documents on the system's password-protected intranet, they may submit a written request to E.L. Achieve.
2. Ensure that E.L. Achieve product license keys are used only by assigned users (may include leaders, teachers, and/or students).

3. System staff may not offer services using E.L. Achieve materials at conferences or to other systems, either for a fee or gratis.

   If partners would like to present at a conference using E.L. Achieve materials, they may submit a written request to E.L. Achieve.

E.L. Achieve will provide:

1. Comprehensive professional development for teachers and administrators to sustain system-wide implementation of Systematic ELD and/or Constructing Meaning
2. Digital and print resources for classroom implementation, including instructional materials, interaction tools, and student resources
3. Access to the E.L. Achieve app with digital products, newsletters, blogs, and continuing learning events, including webinars and annual Symposia
4. Website resources for all institute participants, including videos, tools, and a virtual community of educational experts and peers
5. Readily available, virtual technical assistance to support planning and implementation (e.g., communication and monitoring, ongoing learning sessions, problem-solving, etc.)

Initiative/s:

☐ Systematic ELD **K-12 Systematic ELD**

☐ Elementary CM Constructing Meaning **Elementary Constructing Meaning**

☐ Secondary CM Constructing Meaning **Secondary Constructing Meaning**

System Name: Secondary Constructing Meaning City/State: San Jose, CA

Program Lead: Maria Martinez (Name) Program Lead Title: Academic Services POSA (Director, Coordinator, or District TOSA/Coach)

System Lead: Barbara Campbell (Name) System Lead Title: Assistant Superintendent (Assistant Superintendent or Director)

System Lead Signature: Barbara Campbell Date: 8/18/22

E.L. Achieve Signature: _____ Date: _____

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Dr. Tara Bickford

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: School Specialty, LLC

   Address: W6316 Design Dr. City: Greenville State: WI Zip: 54942

   Phone: (800) 225 - 5750 Email Address: daniel.fiore@schoolspecialty.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 12, 2022 end date June 30, 2025

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:

   School Specialty, LLC will provide up to 35 days of professional development to support the implementation of the FOSS Next Generation Science curriculum for elementary school teachers.

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

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

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

5. **BUDGET CODE:** 010-0000-0-5815-00-1110-1000-000000-305-7221

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

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

CURRICULUM
TRANSFORMING MORE THAN CLASSROOMS
FOSS
80 Northwest Blvd. Nashua, NH 03061 800-225-5750

Alum Rock USD Scope of Work Fall 2022

Company Name: School Specialty (FOSS)

Company Representative: Richard Pacheco/Daniel Fiore – Director of Professional Learning

FOSS Lead Consultant: Janey Kaufmann

Curriculum Representative: Tara Bickford Alum Rock USD

Date: August 10, 2022

Project Description: School Specialty (FOSS) includes professional learning days with purchases of FOSS Next Generation Science. The district requests consultants for specific days. FOSS consultants provide in-person training sessions at the rate of one consultant per 32 participants. At this time, two dates have been selected by Alum Rock USD: Sept. 15 (two hours) and Sept. 17 (three hours).

Note: Alum Rock USD currently has 35 days remaining for included professional learning from their purchase. These days do not expire.

District Task: Register participants so FOSS can determine the needed number of consultants for Sept. 15 and 17. Provide location(s) and materials for the workshop. Also, consultants need access to projection systems and wi-fi.

Goals: Participants will:

1. Gain an understanding of what FOSS/NGSS teaching and learning looks like and sounds like.

2. Gain an understanding of the components of FOSS ad how to use them-e.g. equipment, teacher toolkit (Investigation Guide, Science Resource Book for students, Teacher Resource Book), and FOSSWeb on Thinklink.

3. Feel comfortable and confident to get started teaching science and having fun figuring out phenomena with students.

School Specialty Representative _____ **Date:** 8/15/22
Director of Professional Learning

Alum Rock Representative _____ **Date:**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Academic Services (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Tara Bickford

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: Studies Weekly, Inc.

Address: 1140 North 1430 West City: Orem State: UT Zip: 84057

Phone: (801) 301 - 0033 Email Address: chris.stott@studiesweekly.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 15, 2022 end date June 30, 2023

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

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

Studies Weekly, Inc. will provide 4 webinar professional development sessions plus one on-site training for all ARUSD elementary teachers around their Social Studies curriculum.

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

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

X b. **Other:** $3,000.00 (describe rate agreement) _____

Budget code: 060-6266-0-5815-00-1110-1000-000000-305-7395 Educator Effectiveness

5. **BUDGET CODE:**

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

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Studies Weekly®

QUOTE #64676

Quote Issued:	07/15/2022
Expiration:	10/13/2022
Quote Term:	1 yr subscription
School Year:	2022-2023
Referral:	Sales Rep

REQUESTER

BARBARA CAMPBELL
ALUM ROCK ELEM SCHOOL DISTRICT
2930 GAY AVE
SAN JOSE, CA 95127
barbara.campbell@arusd.org
(408)928-6800

CONTACT US

1140 N 1430 W Orem, UT 84057
Phone: 866-311-8734 | Fax: 866-531-5589
Email: orders@studiesweekly.com

REGIONAL MANAGER

Chris Stott
chris.stott@studiesweekly.com
801-301-0033

ACCOUNT MANAGER

Tosha Van Cooten
tosha.vancooten@studiesweekly.com
801-259-5546

TERMS AND CONDITIONS

Please visit
http://www.studiesweekly.com/legal/
to learn more about our legal terms.

REQUIRED FOR SHIPPING

All fields required. Orders cannot be shipped until purchase order is received. Studies Weekly begins shipping materials in May for the applicable school year. Someone must be present to sign for the delivery.
Disclaimer: If you did not designate your preference for partial or full shipped orders, all orders will default to partial shipping in mid-August.

BRENDA ROSAS-GARCIA, ACCOUNTS.PAYABLE@ARUSD.ORG
Billing Name, Phone, Email (Billing contact if different than listed)

Billing PO #

Shipping Name, Phone, Email

Shipping Address (if different from listed)

REQUIRED: When are you NOT available to receive the materials?

☐ No shipping restrictions ☐ _____
Exclusion Dates for receiving

REQUIRED: Would you like to receive your materials as they become available or would you like us to hold your order until all can be shipped together?

☐ Partial Ship ☐ Whole Ship

Authorized Signature _____ Date _____

By signing this quote you are agreeing to submit it as an order. All orders are subject to our terms and conditions found on http://studiesweekly.com/legal
Due to paper shortages and other ongoing supply chain issues, delivery may take longer than usual. However, you will have online access to your curriculum as soon as your order is processed.
You can roster students through Studies Weekly's Secure File Transfer Protocol (SFTP). To qualify for third-party integration, your order must average $2,000 per school, each year.

Grade	SKU	Title	Class	Unit Price	Qty	Cost
Services						
B	PDWEB	Webinar Session (up to 2 hrs)	1	$750.00	4	$3,000.00
F	PDQF2F	Qualified Face-to-Face Training Session (up to 6 hrs)	1	$0.00	1	$0.00
				Total		**$3000**

Sub Total:	$3,000.00
Tax:	$0.00
Shipping:	$0.00
Total:	**$3,000.00**

Customer Note:

This quote is for 4 paid webinar PD sessions. Included at no cost is one onsite training day (Per Invoice 441318). With the purchase of the 4 webina on this quote and the one day of onsite training included the district will have a total of 4 webinars and one onsite training day to use before 06/30/2 The one onsite training day can be converted to 2 webinars.
This quote expires on 10/18/2022.

Thank you,
for your interest in Studies Weekly. If you are ready to purchase, please provide the information above and submit your order.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: BUSINESS OFFICE Contract No.: _____ Vendor No.: 021035

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Bay Area Women's Sports Initiative (BAWSI)

Address: 1922 The Alameda, Suite 420 City: San Jose State: CA Zip: 95126

Phone: (408) 247 - 2544 Email: bawsi@bawsi.org

SSN: _____ Fed I.D. #: 55-0897084

CONTRACT TERM: start dates September 9, 2022 end date June 30, 2023

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

BAWSI provides during and after school fitness and confidence building programs for girls in grades 2-8. Program includes leadership opportunities, confidence building and sports/fitness foundations activities and a game-day experience with female collegiate athletes.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ Not to Exceed $10,000 per site

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000-0000 _____
Accountant Initials

00-310-7221 _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Maria Thomas Date: 08 / 05 / 2022

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

BAWSI
BAY AREA WOMEN'S SPORTS INITIATIVE

Active Lives. Empowered Futures.

BOARD OF DIRECTORS
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Tracy Lewis
Vice Chair
Anne Kresse
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Treasurer
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Shari Moore
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Joanne Pasternack
Kim Turner
Brenda Villa

BAWSI Programs – Scope of Work

Mission - BAWSI is a nonprofit organization that mobilizes the women's sports community to engage, inspire and empower the children who need us most.

- **BAWSI Girls** is a free afterschool fitness and confidence building program for 2nd-5th grade girls. Our goal is to help transform the health and wellness of our participants by providing mentoring and leadership opportunities, introducing the foundations of sport, and engaging in confidence building activities.
  - BAWSI Girls will accept up to 65 girls and will meet afterschool for 8 sessions in the Fall and another 8 sessions in Spring.
  - Each session is 1 hour 15 min for all 2nd-5th grade girls with an additional 15-minute leadership session for participating 5th graders at the end of the session.
  - Stations will focus on goal setting, teamwork, healthy competition, sports, and leadership development
  - There will also be an opportunity for the girls to participate in a game day experience with collegiate female athletes.
- **BAWSI Rollers** is a free fitness and confidence building program for children with disabilities. Our goal is to introduce students with disabilities to adaptive physical activity in a fun and accessible way, while reinforcing lessons such as teamwork, leadership, cooperation, focus, etc.
  - BAWSI Rollers works directly with lead SDC teachers and requires a minimum of one teacher be present during every session.
  - There will be 8 sessions in the Fall and another 8 sessions in the spring
  - Each session will be 1 hour in duration
- **BAWSI Middle School** is an enrichment and wellness program for girls in 6th-8th grade. Our goal is to provide leadership opportunities, confidence building activities, introduce and build the skills around the sports offered at the school and support the interest and participation of school sport participation.
  - The middle school program will accept up to 100 6th-8th grade girls
  - This sport and leadership program will take place both during school hours and after school hours
  - There will be a focus on leadership development, introduction to and skill development for the sports offered through the school
  - Girls will have the opportunity to participate in a Game Day experience and visit a local college campus and watch collegiate women athletes in action
  - Girls will have the opportunity to participate in a Corporate Game Day experience and visit a local corporate community partner
  - Maximum budget of $10k and that would cover the cost of the BAWSI onsite coach and the bus for a Game Day.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: VAPA (School/Dept.) VENDOR NO. 300565

PROGRAM MANAGER: Maria Thomas

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 September 15, 2022 end date June 30, 2023

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

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

   The Get Down will provide after-school dance programming. 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:** $Not to exceed (describe rate agreement) $10,000 per site *MASTER CONTRACT* ($100hr per teaching artist)

5. **BUDGET CODE:** 010-0000-0-5815-00-1110-1000-000000-310-5261

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

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

The Get Down
198 Jackson Street
San Jose, CA 95112

Title: The Get Down EIN# 88-3657259	Contract Dates: 2022-2023
Location: Alum Rock School Disctrict	Hours: After School Program
Class size: Minimum of two teaching artist per school with a class size of no more than 30 students.	Compensation: $100 per teaching artist

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 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, bachata and afro. Students will hear the music associated with each dance and will better understand how music and movement are related.

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

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez, Director of Child Nutrition DM

Re: Chef Ann Foundation

Date: July 18, 2022

Description of services being provided:

The child Nutrition Services Department has need to transfer their meal programs to ones rooted in fresh, whole ingredients. It is necessary for the District to maintain a contract with a reliable company that has been responsive and capable of examining key operational support opportunities within Food, Facilities, Finance, Human Resources and Marketing to increase a district's capabilities to serve fesh, whole ingredient scratch-cooked meals.

Recommendation:

Staff recommends that the Board of Trustees approve the contract with Chef Ann Foundation in the amount of $28,807.00 for the 2022/2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Child Nutrition Services Department (School/Dept.) VENDOR NO. _____

PROGRAM MANAGER: Denisse Mendez

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

   Name of Individual/Company: Chef Ann Foundation

   Address: 5485 Conestoga Coourte, Ste 110F City: Boulder State: CO Zip: 80301

   Phone: (303) 362-3999 Email Address: brandy@chefannfoundation.org.

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 7/1/2022 end date 6/30/2023

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

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

   The CAF (Chef Ann Foundation) team has worked with districts across the country to transform their meal programs to ones rooted in fresh, whole ingredients. This is typically done by examining key operational support opportunities with in Food, Facilities, Finance, Human Resources and marketing to incease Child Nutrition Services capabiliites.

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

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

   _____ b. **Other:** $ 28,807.00 (describe rate agreement) _____

   _____

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-	7028-0-5815	00-0000-3700-	000000-	$28,807.00		
		000-480	7028			JH 8/24/22

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Memorandum of Understanding (MOU)

Chef Ann Foundation & Alum Rock Union School District

Agreement generated: July 28, 2022

Contract Period: September 2022 - April 2023

Purpose:

The Chef Ann Foundation (CAF) will partner with Alum Rock Union School District (ARUSD) to create a meal program for its 23 schools and 8,100 students that emphasizes whole ingredient, scratch-cooked meals, procured locally wherever possible in order to provide a strong foundation for students' academic success. The CAF team proposes the following key project components to provide ARUSD the foundation needed for a successful and nutritious meal program:

CAF's Contributions to the Project:

1. Enroll District Food Service Staff in School Food Institute (SFI) Courses
    - CAF will offer a total of 3 SFI course seats as part of this program. ARUSD will have access to the SFI courses of their choice for 6 months after the courses are started.
2. Conduct Three Onsite Visits
    - CAF will spend 3 days onsite visiting current facilities, including the existing kitchen facility and operations, as well as classrooms in each grade level, in order to provide the district with written recommendations on the following:
        i. Recommendations for equipment and/or smallwares purchases in order to begin cooking
        ii. Recommendations for standard operating procedures
    - CAF will spend 3 days onsite providing culinary training on recommended recipes. Recipe recommendations will be based on current velocity reports and top purchased items.

- During one of the 3 days of culinary training, CAF will provide customer service training to all staff, including creating a friendly atmosphere, talking to kids, and creating an inviting atmosphere and safe place for the school community.

3. Assessment Report
    - CAF will provide a report outlining CAF's recommendations for ARUSD based on site visits and procurement analysis.
4. Provide Virtual Technical Assistance
    - CAF will provide one virtual TA session to review procurement analysis findings and recommendations.
    - CAF will host two virtual TA sessions to review MPLH findings, develop staffing plans, and assist with budget development for the current and following school year.

Timeline:

- September 2022: SFI courses open, procurement analysis and recipe recommendations
- October 20 & 21, 2022: Onsite facilities assessment
- January - April 2023: Onsite Culinary training, Customer Service training, and Virtual Technical assistance scheduled as needed

Payment Structure:

- The total cost of the project is $28.807.
- CAF will invoice ARUSD for half of the project cost ($14,403.50) after the Agreement is signed.
- CAF will invoice ARUSD for the final half of the project cost ($14,403.50) when the Agreement is complete.
- ARUSD will agree to pay invoices within a 30-day period.

About the Chef Ann Foundation:

The Chef Ann Foundation (CAF) is dedicated to ensuring that school food professionals have the resources, funding, and support they need to provide fresh, healthy, delicious meals that support the health of children and our planet. Founded in 2009 by Chef Ann Cooper, CAF has helped more than 13,000 schools and 3.3 million kids eat healthier, fresher school meals through grants and programs like Get Schools Cooking, Salad Bars to Schools, The Lunch Box, Project Produce, and the online learning platform, School Food Institute.

Commitment to Partnership:

- The project partners agree to the contribution and deliverables outlined above.
- We, the undersigned, have read and agree with this Program Agreement.

ALUM ROCK UNION SCHOOL DISTRICT

Signature: _____

Name: Denisse Mendez

Title: Director of Child Nutrition Services

Date: 8/13/22

CHEF ANN FOUNDATION

Signature: _____

Name: Mara Fleishman

Title: Chief Executive Officer

Date: August 2, 2022

Signature: _____

Name/Title: Hilaria Bauer, Ph.D. Superintendent

Role: Alum Rock Business Office Official

Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- Bay Alarm Company Service, 2022-2023

Date: July 27, 2022

Summary:
It is necessary for the District to maintain security-monitoring services for all of the district sites, including the district office.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Bay Alarm in the amount of $71,350.00 for the fiscal year 2022-2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Maintenance (School/Dept.) VENDOR NO. 21721

Submitted by: Ed Villarreal, Director

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

   Name of Individual/Company: Balco Holdings, Inc. dba: Bay Alarm Company

   Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

   Phone: (800) 610-1000 / 1-800-470-1000 Email Address: WWW.bayalarm.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 end date June 30, 2023

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

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

   Provide security monitoring services for all of district sites, and District Office.

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

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

   X b. **Other:** $ 71,350.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5870	00	0000	8100	000000	450	8140	$71,350.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

THIS ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (this "Addendum") is entered into effective as of August 9, 2022, by and between **BAY ALARM COMPANY**, a California corporation ("Contractor"), and **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT** ("ARUESD").

WITNESSETH

WHEREAS, contemporaneous with the execution of this Addendum, the parties are entering into an Independent Contractor Agreement (the "Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth in this Addendum.

AGREEMENT

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as follows:

1. Indemnification. Section 9 of the Agreement is deleted in its entirety and shall instead provide: "Contractor shall defend, indemnify and hold harmless ARUESD and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively referred to herein as "Indemnitees") from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, costs and expenses including court costs and attorneys' fees, incurred by Indemnitees (a "Loss") (a) arising out of third party claims where any alarm system equipment provided and installed by Contractor at the site where Contractor is providing services under the Agreement (the "Location") is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the alarm system merely contributes to a loss or injury started from another source), or (b) where an employee of Contractor causes personal injury or property damage in performing the installation or servicing of equipment while at the Location. Notwithstanding the foregoing, in the event Contractor is found liable for a Loss allegedly or actually caused by or resulting from the failure of Contractor's products or services to prevent, deter or detect the event such products or services are intended to detect, deter or prevent, Contractor's maximum liability shall be Two Thousand Dollars ($2,000) as liquidated damages and not as a penalty and this liability shall be exclusive. ARUESD releases Contractor from any claims of any parties suing through ARUESD's authority or in its name, including but not limited to ARUESD's insurance provider, and ARUESD shall indemnify and defend Contractor against any such claim. This paragraph shall be controlling with respect to Contractor's liability and obligation to indemnify Indemnitees, and if there is any conflict or contradiction between this paragraph and any other provision of the Agreement, this paragraph shall govern. Each party will timely notify the other upon receipt of any third-party claim relating to the Agreement.

2. Insurance. Contractor shall provide the insurance and insurance certificate as set forth in its form Certificate of Insurance attached hereto as Attachment 1, and the parties agree that such insurance will satisfy ARUESD's requirements under the Agreement including but not limited to Section 10 of the Agreement and its exhibits. The parties agree that such insurance shall not be primary and non-contributory and shall provide a waiver of subrogation only for workers' compensation coverage.

3. Permits. The Agreement is amended to provide that Contractor shall invoice ARUESD for the cost of all permits in connection with the services provided to ARUESD by Contractor under the Agreement as required by any state, federal or local governmental agency.

4. Construction. This Addendum shall be deemed fully incorporated in the Agreement to which this Addendum is attached, and this Addendum, the Agreement and the Bay Alarm Agreement shall collectively be referred to as the "Agreement." All terms shall, unless expressly provided to the contrary herein, have the same respective meanings as set forth in the Agreement. Unless expressly provided to the contrary herein, to the extent that any provision of this Addendum conflicts with any provision of the Agreement, this Addendum shall control.

5. Severability. If any provision of this Addendum shall be deemed for any reason to be invalid, illegal or unenforceable, such provision shall be severed from the remainder of this Addendum, and that remainder shall continue in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

"Contractor"

BAY ALARM COMPANY
a California corporation

Name: Michal Kubicki

Title: Corporate Counsel

"ARUESD"

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: Dr. Hilaria Bauer

Title: Superintendent

5130 Commercial Circle, Concord, CA 94520 www.bayalarm.com 800-610-1000

USER NAME: ARSD

Addendum B

[Office Use Only] Lead/Acct #	Site Address	AKA Name Suite/Apt or BLDG #	Premise Number	Description of Work	Monthly Fee Per Site	Installation Charge Per Site
2490422	2999 RIDGEMONT AVE, SAN JOSE, CA 95127	ARSD WILLIAM ROGERS		BAY ALARM TO LEAVE AS IS: (1) FIRELITE 411UD FIRE ALARM CONTROL PANEL - FRONT OFFICE; (1) UDACT - OFFICE; (44) MANUAL PULL STATIONS - (9) CAFETERIA BLDG, (6) BLDG 2, (11) OFFICE BLDG, (9) BLDG 3, (3) BLDG 4, (6) PORTABLES; (27) HORN STROBES - (5) CAFETERIA BLDG, (6) BLDG 2, (3) OFFICE BLDG, (6) BLDG 3, (4) BLDG 4, (3) PORTABLES; (9) STROBES - CAFETERIA BLDG, (5) OFFICE BLDG, (2) BLDG 2, BLDG 4; (12) FIRE HORNS - (2) CAFETERIA BLDG, (3) BLDG 2-4, (7) PORTABLES; (9) SMOKE DETECTORS - CAFETERIA BLDG, (2) OFFICE BLDG, (6) PORTABLES	$ 60.78	
2491222	1729 HOPKINS DR, SAN JOSE, CA 95127	ARSD FISCHER MIDDLE SCHOOL		BAY ALARM TO LEAVE AS IS: (1) SILENT KNIGHT 5128 FIRE ALARM CONTROL PANEL - OFFICE; (1) UDACT - OFFICE; (55) MANUAL PULL STATIONS - (4) PE BLDG, PORTABLE 6, (2) MS BLDG, (6) CAFETERIA BLDG, (5) OFFICE BLDG, L1, L2, ROOM 11, ROOM 12, (5) ROOMS 20-24, (5) ROOMS 31-35, (5) ROOMS 41-45, (5) ROOMS 51-55, (5) ROOMS 60-64, LIBRARY, (4) ROOMS 72-75, (3) ROOMS 82-84; (10) HORN STROBES - PORTABLE 5, FITNESS ROOM, (3) CAFETERIA BLDG, LIBRARY, (4) PE BUILDING; (20) STROBES - (13) BATHROOMS, LIBRARY, RA OFFICE, (2) ROOM 64, (3) PE BUILDING; (9) FIRE HORNS - PORTABLE 5, MS BLDG, ROOM 74, ROOM 63, ROOM 53, ROOM 42, ROOM 33, ROOM 22, ROOM 12; (6) SMOKE DETECTORS - (2) BATHROOMS, (2) PORTABLE 5, (2) PORTABLE 6	$ 60.78	
2747322	168 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD ELEMENTARY		BAY ALARM TO LEAVE AS IS: (1) FIRE ALARM CONTROL PANEL - ELECTRICAL ROOM; (1) UDACT - AT PANEL; (79) SMOKE DETECTORS - (2) BLDG A, (9) BLDG B, (24) BLDG G, BLDG 3, BLDG D, (6) PORTABLES, (36) BLDG H; (51) MANUAL PULL STATIONS - (10) BLDG B, (4) BLDG G, KITCHEN, (2) MULTI-USE ROOM, (3) BLDG P, (7) BLDG A, (6) BLDG C, (6) BLDG D, (3) BLDG E, (9) BLDG H; (42) HEAT DETECTORS - (2) BLDG A, (4) BLDG B, (5) BLDG G, (4) PORTABLES, (27) BLDG H, (2) DUCT DETECTORS - BLDG G, MULTI-USE ROOM; (1) OS&Y TAMPER SWITCH - BLDG G BAY ALARM TO PROVIDE: NFPA 72 FIRE ALARM INSPECTIONS; (1) UL CERTIFICATE	$ 415.65	
2773222	1721-1855 E SAN ANTONIO ST, SAN JOSE, CA 95116	ARSD SAN ANTONIO AKA LUCHA SCHOOL		BAY ALARM TO LEAVE AS IS AND MONITOR ONLY: (1) FIRE ALARM CONTROL PANEL - FRONT OFFICE; (1) ANNUNCIATOR - OFFICE; (2) MANUAL PULL STATIONS - BLDG M, BLDG A; (4) SMOKE DETECTORS - BLDG C, BLDG M, BLDG A, BLDG K; (4) WATERFLOW SWITCHES - BLDG C, BLDG M, BLDG A, BLDG K; (3) DUCT DETECTORS - BLDG C, BLDG M, BLDG K; (2) HEAT DETECTORS - BLDG C, BLDG M; (1) BUTTEFLY TAMPER SWITCH - BLDG C; (4) PIV TAMPER SWITCHES - BLDG C, BLDG M, BLDG A, BLDG K, (1) SMOKE BEAM - BLDG M;	$ 62.99	

2779822	10 KIRK AVE, SAN JOSE, CA 95127	ARSD LINDA VISTA		BAY ALARM TO LEAVE AS IS: (1) NOTIFIER 640 FIRE ALARM CONTROL PANEL - MAIN OFFICE CLOSET; (1) MANUAL PULL STATION - MAIN OFFICE; (2) DUCT DETECTORS - BLDG 1 AC UNIT 1, BLDG 1 AC UNIT 2; (23) HEAT DETECTORS - (4) BLDG 2, (4) BLDG 3, (3) BLDG 4, (2) BOYS RESTROOM, CORRIDOR, (2) GIRLS RESTROOM, GIRLS ROOM STORAGE, (2) JANITOR CLOSET, (2) KITCHEN, STAFF ROOM, STAGE ROOM; (93) SMOKE DETECTORS - AT PANEL, (28) BLDG 4, (15) BLDG 2, (13) BLDG 3, BOYS RESTROOM, CORRIDOR, (3) FACULTY ROOMS, GIRLS RESTROOM, GIRLS STORAGE, (3) KINDERGARTEN, (4) KITCHEN, MENS RESTROOM, (4) MULTI-USE ROOMS, (3) NURSES OFFICES, (3) PRINCIPLES OFFICE, ROOM 22C, (2) STAFF ROOMS, (4) STAGE AREA, (3) STORAGE ROOMS, VESTIBULE ROOM; (35) HORN STROBES - (2) BATHROOMS, (9) BLDG A, (6) BLDG 2, (6) BLDG 3, (7) BLDG 4W, (5) BLDG 4E; (18) STROBES - (2) BATHROOMS, (10) BLDG 1, (2) BLDG 2, (4) BLDG 4W, (10) EXTERIOR HORN STROBES - BATHROOM, (2) BLDG 1, (2) BLDG 2, (3) BLDG 4W, (2) BLDG 4E	$ 62.99	
2835322	277 MAHONEY DR, SAN JOSE, CA 95127	ARSD JOSEPH GEORGE MIDDLE SCHOOL		BAY ALARM TO LEAVE AS IS AND MONITOR ONLY: (1) FCI FIRE ALARM CONTROL PANEL - MAIN OFFICE; (1) UDACT - AT PANEL; (9) HEAT DETECTORS - (1) BLDG 1, (8) PORTABLES; (15) SMOKE DETECTORS - (8) PORTABLES, (1) BLDG K, (2) BLDG B, (4) BLDG A; (55) MANUAL PULL STATIONS - (5) BLDG A, (5) BLDG B, (6) BLDG C, (5) BLDG D, (5) BLDG E, (7) BLDG J, (7) BLDG K, (6) BLDG L, (6) BLDG N, (3) PORTABLES; (15) EXTERIOR HORN STROBES - (2) BLDG A, (2) BLDG B, BLDG C, (2) BLDG D, (2) BLDG E, BLDG J, (2) BLDG K, BLDG L, (2) PORTABLES: (73) HORN STROBES - (7) BLDG A, (4) BLDG B, BLDG C, (9) BLDG D, (11) BLDG E, (9) BLDG J, (9) BLDG K, BLDG L, (11) BLDG N, (11) PORTABLES	$ 62.99	
2957122	1970 CINDERELLA LN, SAN JOSE, CA 95116	ARSD CLYDE ARBUCKLE ELEMENTARY		BAY ALARM TO LEAVE AS IS: (1) FIRE ALARM CONTROL PANEL - OFFICE; (1) DSC RADIO - AT PANEL; (2) SMOKE DETECTORS - CONTROL ROOM, ELECTRICAL ROOM, (1) STROBES - (10) RESTROOMS; (17) EXTERIOR HORN STROBES - (3) CAFETERIA BLDG, (3) OFFICE WING, (4) BLDG 1, (4) BLDG 2, (3) PORTABLES; (9) HORN STROBES - (9) OFFICE BLDG; (45) MANUAL PULL STATIONS - (9) CAFETERIA BLDG, (13) OFFICE WING, (8) BLDG 1, (8) BLDG 2, (7) PORTABLES	$ 113.95	
1007522	3311 LUCIAN AVE, SAN JOSE, CA 95127-1544	ARSD MC COLLAM ELEM SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP 1912XR CONTROL PANEL - MAIN OFFICE; (1) SIREN; (2) KEYPADS - OFFICE ENTRY, KITCHEN ENTRY; (43) DOOR CONTACTS - (3) K1-3 DOORS, OFFICE DOOR, KICTHEN DOOR, STAGE DOOR, MECHANICAL DOOR, (2) CAFETERIA DOORS, (2) WORK ROOM & TEACHERS DOORS, SUPPLY ROOM DOOR, SPEEACH ROOM DOOR, (5) A1-5 DOORS, (5) B1-5 DOORS, (5) C1-5 DOORS, C-WING MECHANICAL DOOR, C-WING JANITOR DOOR, (5) D1-5 DOORS, RESP DOOR, STORAGE DOOR, JANITORS DOOR, (5)E4-8 DOORS; (40) MOTION DETECTORS - (3) K1-3 MOTIONS, OFFICE MOTION, SECRETARYS MOTION, PRINCIPLES MOTIONS, KITCHEN MOTION, CAFETERIA LONG RANGE MOTION, CAFETRIA 35FT MOTION, KITCHEN COUNTER MOTION, WORK ROOM MOTION, (2) TEACHERS LOUNGE MOTIONS, SUPPLY ROOM MOTION, SPEECH ROOM MOTION, (5) A1-5 MOTIONS, (5) B1-5 MOTIONS, (5) C1-5 MOTIONS, (5) D1-5 MOTIONS, (5)E4-8 MOTIONS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 336.00	
1036522	500 ROUGH AND READY RD, SAN JOSE, CA 95133-2099	ARSD PAINTER SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - OFFICE; (1) ADEMCO CELLULAR COMMUINCATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (34) DOOR CONTACTS - NURSE ROOM DOOR, STORAGE DOOR, OFFICE DOOR, WORK ROOM DOOR, (2) K1-2 DOORS, BREAK ROOM DOOR, SPEECH ROOM DOOR, (2) ROOM 27 DOORS, (10) ROOMS 3-12 DOORS, (2) BOILER ROOMS 1-2 DOORS, (12) ROOMS 15-26 DOORS; (31) MOTION DETECTORS - NURSE ROOM MOTION, STORAGE MOTION, OFFICE MOTION, WORK ROOM AND PRINCIPLES MOTION, (2) K1-2 MOTIONS, BREAK ROOM MOTION, SPEECH ROOM MOTION, (13) ROOMS 15-27 MOTIONS, (10) ROOMS 3-12 MOTIONS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 253.00	

1036922	1680 FOLEY AVE, SAN JOSE, CA 95122-2299	ARSD HUBBARD SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - B WING ELECTRICAL ROOM; (1) ADEMCO BACK UP CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (2) KEYPADS - CLERICAL OFFICE, CAFÉ; (38) DOOR CONTACTS - ELECTRICAL ROOM DOOR, ROOM CI DOOR, STORAGE DOOR, (2) C2-3 DOORS, (8) D1-8 DOORS, (2) CAFE DOORS, (9) A1-9 DOORS, (7) B1-7 DOORS, HALLWAY DOOR, GENERAL OFFICE DOOR, NURSES OFFICE DOOR, CLERICAL OFFICE DOOR, PRINCIPLES OFFICE DOOR, (2) LIBRARY DOORS; (35) MOTION DETECTORS - ROOM CI MOTION, STORAGE MOTION, (2) C2-3 MOTIONS, (6) D3-8 MOTIONS, (2) CAFE MOTIONS, (7) A3-9 MOTIONS, B1 MOTION, (5) B3-7 MOTIONS, CLERICAL OFFICE MOTION, NURSES OFFICE MOTION, GENERAL OFFICE MOTION, HALLWAY MOTION, STAFF LOUNGE MOTION, WORK ROOM MOTION, OFFICE G105 MOTION, CONFERENCE TOOM MOTION, PRINCIPLES OFFICE MOTION, LIBRARY MOTION BAY ALARM TO PROVIDE: NON BAY PATROL	$ 336.00	
11901531	3720 E HILLS DR, SAN JOSE, CA 95127-2418	ARSD HORACE CURETON SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP 1912XR CONTROL PANEL - OFFICE CLOSET; (1) SIREN; (2) KEYPADS - OFFICE, KITCHEN; (47) DOOR CONTACTS - OFFICE DOOR, PRINCIPLE DOOR, NURSES DOOR, (2) K1 DOORS, (2) K2 DOORS, (4) CAFETERIA DOORS, KITCHEN DOOR, (2) 5A-B DOORS, (3) ROOMS 6-8 DOORS, (4) SPECIAL ED PORTABLE DOORS, ROOM 1A DOOR, (3) ROOMS 2-4 DOORS, (5) ROOMS 9-13 DOORS, (2) ROOM 14 DOORS, (4) ROOMS 15-18 DOORS, (8) ROOMS M2-9 DOORS, LIBRARY DOOR, MUSIC ROOM DOOR, ROOM 21 DOOR; (22) MOTION DETECTORS - OFFICE MOTION, PRINCIPLES OFFICE MOTION, (2) K1-2 MOTIONS, NORTH MOTION, SOUTH MOTION, KITCHEN MOTION, (2) ROOMS 5A-B MOTIONS, (2) SPECIAL ED PORTABLE MOTIONS, (8) ROOMS M2-9 MOTIONS, LIBRARY MOTION, MUSIC ROOM MOTION, ROOM 21 MOTION BAY ALARM TO PROVIDE: NON BAY PATROL	$ 304.00	
11901556	277 MAHONEY DR, SAN JOSE, CA 95127	ARSD JOSEPH GEORGE SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - MAIN OFFICE; (1) SIREN; (2) KEYPADS - OFFICE, KITCHEN; (44) DOOR CONTACTS - OFFICE DOOR, NURSES OFFICE DOOR, OFFICE M DOOR, BREAK ROOM DOOR, (2) KITCHEN DOORS, (4) CAFETERIA DOORS, BOOK ROOM DOOR, A1 DOOR, A2 DOOR, A4 DOOR, (4) B1-4 DOORS, (6) C1-6 DOORS, (7) D1-7 DOORS, (7) E1-7 DOORS, (2) F1-2 DOORS, PE OFFICE DOORS, (3) P1-3 DOORS; (47) MOTION DETECTORS - OFFICE MOTION, PRINCIPLE MOTION, VICE PRINCIPLE MOTION, NURSES MOTION, SICK ROOM MOTION, OFFICE O MOTION, OFFICE N MOTION, OFFICE M MOTION, BREAK ROOM MOTION, KITCHEN MOTION, CAFETERIA MOTION, BOOK ROOM MOTION, A1 MOTION, A2 MOTION, A4 MOTION, (4) B1-4 MOTIONS, (6) C1-6 MOTIONS, (7) D1-7 MOTIONS, (7) E1-7 MOTIONS, (2) F1-2 DOORS, PE OFFICE MOTION, GIRLS LOCK MOTION, BOYS LOCKER MOTION, (3) P1-3 MOTIONS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 326.00	
11903431	1241 MCGINNESS AVE, SAN JOSE, CA 95127-4026	ARSD THOMAS RYAN SCHOOL AKA RYAN ELEMENTRY		BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - OFFICE; (1) SIREN; (2) KEYPADS - OFFICE, K1; (34) DOOR CONTACTS - OFFICE DOOR, STORE ROOM DOOR, ENTRY DOOR, (2) K1 DOORS, (2) K2 DOORS, CAFÉ DOOR, KITCHEN DOOR, (2) STORAGE DOORS, CONFERENCE DOOR, LOUNGE ROOM DOOR, (4) ROOMS 1-4 DOORS, (17) ROOMS 6-22 DOORS; (28) MOTION DETECTORS - OFFICE MOTION, K1 MOTION, K2 MOTION, (2) CAFÉ MOTIONS, CONFERENCE MOTION, LOUNGE ROOM MOTION, (4) ROOMS 1-4 DOORS, (17) ROOMS 6-22 DOORS BAY ALARM TO PROVIDE: NON BAY PATROL	$ 286.00	
2321922 (LEASED)	2930 GAY AVE, SAN JOSE, CA 95127-2398	ARSD BOND MANAGEMENT BUILDING AKA BLDG 100		BAY ALARM TO LEAVE AS IS: (1) DMP XR20 CONTROL PANEL - SERVER ROOM; (1) ADEMCO BACK UP CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (2) DOOR CONTACTS - FRONT DOOR, SIDE DOOR, (6) MOTION DETECTORS - CONFERENCE ROOM MOTION, LOBBY MOTION, FRONT OFFICE MOTION, SECURITY OFFICE MOTION, SERVER MOTION, MANAGERS OFFICE MOTION; (1) GLASSBREAK DETECTOR - CONFERENCE ROOM	$ 98.38	

2415222 (LEASED)	277 MAHONEY DR, SAN JOSE, CA 95127	ARSD JOSEPH GEORGE SCHOOL AKA MUSIC ROOM		ELECTRICAL ROOM; (1) SIREN; (1) KEYPAD - FRONT ENTRY; (4) DOOR CONTACTS - FRONT ENTRY DOOR, FRONT SIDE DOOR, REAR RIGHT DOOR, REAR LEFT DOOR; (2) MOTION DETECTORS (2) OPEN AREA MOTIONS	$ 60.80	
2799922	1721 E SAN ANTONIO ST, SAN JOSE, CA 95116	ARSD SAN ANTONIO SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP XR100N CONTROL PANEL - BLDG C SERVER ROOM; (1) SIREN; (2) KEYPADS - LOBBY, KITCHEN; (38) DOOR CONTACTS - (7) BLDG A DOORS, (15) BLDG C DOORS, (6) BLDG K DOORS, (10) BLDG M DOORS; (21) MOTION DETECTORS - (9) BLDG A MOTIONS, (7) BLDG C MOTIONS, (2) BLDG K MOTIONS, (3) BLDG M MOTIONS	$ 726.32	
2870622 (LEASED)	2999 RIDGEMONT DR, SAN JOSE, CA 95127	ARSD ADELANTE PORTABLES		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLES IN BACK OF SCHOOL; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (2) KEYPADS - ENTRY, MUSIC ROOM ENTRY; (9) DOOR CONTACTS - OFFICE ENTRY DOOR, OFFICE RESTROOM DOOR, MUSIC ENTRY DOOR, ALL STAR ROOM DOOR, WOMENS RESTROOM DOOR, MENS RESTROOM DOOR, (3) CLASSROOM 1-3 DOORS; (6) MOTION DETECTORS - OFFICE MOTION, MUSIC ROOM MOTION, ALL START ROOM MOTION, (3) CLASSROOM 1-3 MOTIONS	$ 145.21	
2968822 (LEASED)	2050 KAMMERER AVE, SAN JOSE, CA 95116	ARSD LEE MATHESON AKA ACADEMY		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ROOM G1 OFFICE; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - G1 ENTRY; (6) DOOR CONTACTS - G1 ENTRY, (5) G5-G9 DOORS; (6) MOTION DETECTORS - G1 ENTRY, (5) G5-G9 MOTIONS	$ 121.02	
3209222 (LEASED)	1601 CUNNINGHAM AVE, SAN JOSE, CA 95122	ARSD SLONAKER AKA ROOMS K1-K4		BAY ALARM TO LEAVE AS IS (1) DMP XT30 CONTROL PANEL - K1 EAST WALL; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (4) DOOR CONTACTS - (2) K1 DOORS, (2) K2 DOORS; (2) MOTION DETECTORS - K1 MOTION, K2 MOTION	$ 103.19	
3268322	1290 BAL HARBOR WAY, SAN JOSE, CA 95122-1902	DORSA SCHOOL-PORTABLE AKA ARSD		BAY ALARM TO LEAVE AS IS: (1) DMP XR200 CONTROL PANEL - FRONT DOOR; (1) SIREN; (1) KEYPAD - ENTRY; (20 DOOR CONTACT - FRONT DOOR, REAR DOOR BAY ALARM TO PROVIDE: NON AGENT REPSONSE	$ 82.68	
3987122 (LEASED)	2000 KAMMERER AVE, SAN JOSE, CA 95116	ARUSD CESAR CHAVEZ AKA BLDG 20		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - SPEECH ROOM; (1) DMP LTE CELLULAR COMMUINCATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ROOM 20; (9) DOOR CONTACTS - (2) ROOM 18 DOORS, MUSIC ROOM DOOR, SPEECH ROOM DOOR, LIBRARY DOOR, (4) ROOMS 20-23 DOORS; (3) MOTION DETECTORS - (2) ROOM 18 MOTIONS, CYPHUR ROOM MOTION; (2) GLASSBREAK DETECTORS - ROOM 18 GLASSBREAK, SPEECH ROOM GLASSBREAK BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE	$ 119.59	
3999422	1290 BAL HARBOR WAY, SAN JOSE, CA 95122	ARSD DORSA SCHOOL AKA PORTABLES P7&P8		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ROOM P7; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (2) KEYPADS - P7, P8; (4) DOOR CONTACTS - (2) ROOM P7 DOORS, (2) ROOM P8 DOORS; (2) MOTIONS DETECTORS - ROOM P7 MOTION, ROOM P8 MOTION BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE' BAY ALARM LINK APP	$ 133.74	
4073622 (LEASED)	1601 CUNNINGHAM AVE, SAN JOSE, CA 95122	ARSD SLONAKER ANNEX		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ROOM 2; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ROOM 2 ENTRY; (3) DOOR CONTACTS - (3) ROOMS 1-3 DOORS, (2) MOTION DETECTORS - (2) ROOMS 1-2 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 98.48	
4101522 (LEASED)	2050 KAMMERER AVE, SAN JOSE, CA 95116	ARSD LEE MATHESON SCHOOL AKA PORTABLES P1-P4		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE 2; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - PORTABLE 2; (4) DOOR CONTACTS - (4) PORTABLES P1-P4 DOORS; (4) MOTION DETECTORS - (4)PORTABLES P1-P4 BAY ALARM TO PROVIDE: NON BAY VERIFIED REPSONSE; BAY ALARM LINK APP	$ 121.57	

4115122	660 SINCLAIR DR, SAN JOSE, CA 95116	ARSD MATHESON AKA MULTI-PUPOSE BUILDING		BAY ALARM TO LEAVE AS IS: (1) DMP XR550 CONTROL PANEL - MAIN ELECTRICAL ROOM; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (4) KEYPADS - CLASSROOM HALL, LOBBY, MAC'S OFFICE, GYM; (23) DOOR CONTACTS - CLASSROOM HALL DOOR, (2) LOBBY DOOR, MACS CLASSROOM 22 DOOR, MACS OFFICE DOOR 1, MACS OFFICE DOOR 2, MACS HALLWAY DOOR 3, CLASSROOM 6 DOOR, CLASSROOM HALL DOOR 1, CLASSROOM HALL DOOR 2, ROOF HATCH, (2) CLASSROOM 11 DOORS, (6) GYM DOORS, MACS STORAGE DOOR, COURTYARD DOOR, WEIGHT ROOM DOOR, CLASSROOM 126 DOOR; (10) MOTION DETECTORS - CLASSROOM 22 MOTION, MACS HALL MOTION, HEALTH CLINIC MOTION, (3) CLASSROOM 3-5 MOTIONS, HALLWAY MOTION, (3) GYM MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED REPSONSE; BAY ALARM LINK APP	$ 145.89	
4169322 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD SCHOOL AKA PORTABLES P4 P5 & P6		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - CLASSROOM H107; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) KEYPAD - P11; (4) DOOR CONTACTS - (2) P10 DOORS, (2) P11-P12 DOORS; (5) MOTION DETECTORS - P10 MOTION, (2) P11 MOTIONS, (2) P12 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 116.93	
4305922 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD AKA PORTABLE H101		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE H101; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - PORTABLE 5; (3) DOOR CONTACTS - (3) PORTABLE 4-6 DOORS; (6) MOTION DETECTORS - (2) PORTABLE 4 MOTIONS, (2) PORTABLE 5 MOTIONS, (2) PORTABLE 6 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 121.56	
4306022 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD AKA PORTABLES H100-H102		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE 2; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - PORTABLE 2; (3) DOOR CONTACTS - (3) PORTABLE 1-3 DOORS; (6) MOTION DETECTORS - (2) PORTABLE 1 MOTIONS, (2) PORTABLE 2 MOTIONS, (2) PORTABLE 3 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 133.14	
4306222 (LEASED)	1680 FOLEY AVE, SAN JOSE, CA 95122	ARSD HUBBARD AKA PORTABLES H103-105		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - PORTABLE H104; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - H104; (3) DOOR CONTACTS - P7 DOOR, H104 DOOR, P9 DOOR; (6) MOTION DETECTORS - (2) PORTABLE 7 MOTIONS, (2) H104 MOTIONS, (2) PORTABLE 9 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 121.56	
4645122 (LEASED)	3720 E HILLS DR, SAN JOSE, CA 95127	ARSD HORACE CURETON SCHOOL AKA CLASSROOM 1 & 2 PROTECTION		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - ROOM 1; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ROOM 1; (4) DOOR CONTACTS - (2) ROOM 1 DOORS, (2) ROOM 2 DOORS; (2) MOTION DETECTORS - ROOM 1, ROOM 2 BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 99.75	
4699622 (LEASED	2930 GAY AVE, SAN JOSE, CA 95127	ARSD ALUM ROCK CORP YARD AKA BAYGUARD		BAY ALARM TO LEAVE AS IS: (1) BAYGUARD CONTROL PANEL - BLDG 400; (1) BAYGUARD CELLULAR COMMUNICATOR - AT PANEL; (1) KEYPAD - AT PANEL; (6) BAYGUARD MOTION VIEWERS - (2) CONTAINER 1, (2) CONTAINER 2, (2) CONTAINER 3 BAY ALARM TO PROVIDE: CATCHVIEW OF ALL ACTUAL EVENTS	$ 262.50	

540322	2930 GAY AVE, SAN JOSE, CA 95127-2398	ARSD ALUM ROCK FOOD/TRANS AKA THE CORP YARD / BLDG 600		BATHROOM: (1) ADEMCO BACK CELLULAR COMMUINCATOR - AT PANEL; (1) SIREN; (4) KEYPADS - OFFICE, TRANSPORTATION, FNC, PRINTSHOP; (11) DOOR CONTACTS - OFFICE DOOR, TRANSPORTATION DOOR, DRIVERS READY ROOM DOOR, DISPATCH DOOR, DIRECTORS DOOR, MAN FOOD DOOR, OHD 3 MAN DOOR, FREEZER DOOR, (2) FNC DOORS, PRINT SHOP DOOR (6) ROLL UP DOOR CONTACTS - WEST RUD, RUD 1, N RUD, SMALL RUD, (2) RUD WAREHOUSE 2; (13) MOTION DETECTORS - WAREHOUSE MIDDLE MOTION, WAREHOUSE MOTION, (2) OFFICE 3 MOTION, WAREHOUSE LEFT MOTION, WAREHOUSE RIGHT MOTION, (3) DISPATCH MOTIONS, DIRECTORS OFFICE MOTION, OFFICE 2 MOTION, SHED MOTION, TRANSPORTATION ROOM MOTION; (4) 360 MOTION DETECTORS - (2) FNC 360 MOTIONS, (2) PRINT SHOP 360 MOTIONS BAY ALARM TO MONITOR CRITICAL EVENT: (1) FREEZER TEMPERATURE - AT FREEZER	$ 137.00	
4160922 (LEASED)	2800 OCALA AVE, SAN JOSE, CA 95148	ARSD OCALA SCHOOL		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - OFFICE; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - OFFICE; (3) DOOR CONTACTS - OFFICE DOOR, (2) S1-S2 DOORS; (4) MOTION DETECTORS - OFFICE MOTION, (2) S1-S2 MOTIONS, FACULTY OFFICE MOTION BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 121.58	
4152522 (LEASED)	1290 BAL HARBOR WAY, SAN JOSE, CA 95122	ARSD DORSA SCHOOL AKA PORTABLE P6		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - FRONT ENTRY; (1) DMP 3G CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - ENTRY; (2) DOOR CONTACTS - FRONT DOOR, REAR DOOR; (1) MOTION DETECTOR - ENTRY BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 93.79	
4733722 (LEASED)	1990 KAMMERER AVE, SAN JOSE, CA 95116	ARSD PRESLEY		BAY ALARM TO LEAVE AS IS: (1) DMP XT30 CONTROL PANEL - FRONT OFFICE; (1) DMP LTE CELLULAR COMMUNICATOR - AT PANEL; (1) SIREN; (1) KEYPAD - OFFICE ENTRY; (6) DOR CONTACTS - FRONT DOOR, REAR DOOR, (4) CLASSROOMS 1-4 DOORS, (5) MOTION DETECTORS - HALL MOTION, (4) CLASSROOMS 1-4 MOTIONS BAY ALARM TO PROVIDE: NON BAY VERIFIED RESPONSE; BAY ALARM LINK APP	$ 100.00	

****READ ALL PAGES BEFORE YOU SIGN****

Authorized Signature: _____ **Date:** 8/19/2022

Printed Name: Dr. Hilaria Bauer - Superintendent

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal – Director of Maintenance, Operations & Transportation

Re: Contract Approval - McKinley Elevator Corporation Contract, 2022-2023

Date: August 17, 2022

Summary:
McKinley Elevator Corporation has been a reliable and responsive company that has worked with the district for a few years. The District is required to provide inspections of ADA Lifts as regulated by the State. These lifts are required by law and must be inspected in order to ensure the safety of our students and staff members at various sites district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with McKinley Elevator Corporation in the amount of $7,500.00 for the fiscal year 2022 – 2023.

DocuSign Envelope ID: 4D48DB4A-3B66-4987-8BFE-6AF430BD05E3

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

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

INDIVIDUAL/COMPANY NAME: **McKinley Elevator Corporation**

VENDOR NO: 18744

ADDRESS: 17611 Armstrong Avenue, Irvine, CA 92614

FAX NUMBER:

TELEPHONE NUMBER: 1-888-257-5576

TAX ID NUMBER: 55-0880265

E-Mail: scott.moon@mckinleyelevator.com

BOARD APPROVAL DATE: September 8, 2022

CONTRACT TERM: From September 9, 2022 - June 30, 2023

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

A. One-line description for the Governing Board report: **Provide required inspection of all accessible lifts and ADA lifts as regulated by the State district-wide.**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$7,500.00

Program Manager/Principal _____ **Date:** 8/17/22

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 8/22/22
Accountant

Director of Fiscal Services _____ **Date:** 8/23/22

Asst Supt, Bus Services _____ **Date:** 8/24/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $7,500.00 (NTE) FY: 2022 – 2023

McKinley
ELEVATOR
CORPORATION

SERVICE AGREEMENT

Wheelchair Lift

We agree to inspect and service your equipment as described on the Service Check List. No repair or service other than normal schedule service shall be performed without first acquiring authorization from your company. If necessary repairs are authorized at the time of normal maintenance, this work shall be performed at the current hourly labor rate.

Scheduled service rates are based on performing the service on all units on a one (1) trip basis. Charge for the regular Scheduled Service Program is per unit per call. The customer will be billed after each service call. Additional service calls not scheduled under this agreement will be billed at the prevailing rate.

McKinley Elevator Corporation employs trained technicians. All inspections and adjustments covered by this agreement will be made in a workmanlike manner, however as all machinery is subject to wear and tear and various working conditions, over which McKinley Equipment Corporation has no control, we disclaim any responsibility for injury to persons or property, either directly or indirectly by reason of accidents caused by the equipment under this agreement.

It is presumed that the customer will cooperate with our servicemen in providing a clear working area for servicing of equipment.

This agreement, when signed by your company, shall remain in force until cancelled by either your company or McKinley Elevator Corporation. This is a 3 year contract.

Calls Scheduled every: 180 Days Cost: $200 Each 15 Units

Current Bill Rate is $425 for the first hour $191 for each additional hour

We hereby contract to render service described on the following Wheelchair Lift(s):

Make	Model	Serial No.	Capacity
WCL	Vertical		750lbs

;

17611 Armstrong Avenue
Irvine, California 92614
949-261-9244
Fax: 949-955-3875

555 Fulton Street, Suite 202
San Francisco, California 94102
415-626-9951
Fax: 415-626-9954

Wheelchair Lifts

Power Requirements:

Voltage (Under Load) _____ (Static) _____
Amps (Under Load)

Drive Cabinet:
Check bolts securing drive cabinet and base.
Tighten securely.
Check belt tension
Check lift nut assembly
Check cam rollers
Check wear pads for excessive wear
Check travelling and reel (units 96 - 144)
Inspect motor and shaft pulleys
Autolube activation date
Replace when empty (est. 2 years)*
Check Acme screw, verify alignment
Inspect and lubricate bearings, upper and lower

Platform:
Check fastening of cable harnesses on platform side of handrail
Check main station up/down control and emergency stop/alarm button* for external damage
Check alignment of platform & doors

* If equipped

Doors:

Check interlock switches for proper operation
A. Door Interlock (Folger-Adams, Gal, etc.)*
B. Door Electro-Mechanical Lock
(National Wheel-O-Vator Style)
Check operation of door spring hinge
Check operation of delay action closure*
Check operation of keyed deadlatch*

Safeties and Operation:
Check operation of the following safety devices
Under platform safety pan
Limit switch
Emergency stop/alarm

Check operation of these lift features:
Key switches at each call station and on platform
Call/Send controls at each call station and on platform
Hinge of flip-up ramp

Check operation of these optional features:
Remote bell system
Battery back-up alarm only
24 VDC Battery operated system
Other

Accepted by McKinley Elevator Corporation
Date: 7-26-2022

By: Scott Moon 949-735-0401 cell

Customer: Alum Rock School District

Sign Here:

Address: 2930 Gay Ave.

City: San Jose, CA 95127

Phone: 408-928-6872 Email: ed.villarreal@arusd.org

Contact: Ed Villarreal Director of MOT

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval - San Jose Boiler Works Inc., 2022-2023

Date: August 5, 2022

Summary:
Due to frequent repair needs for the boilers district-wide, it is necessary to maintain a contract with an experienced and reliable company that can provide emergency repairs.

The District reached out to three (3) companies and San Jose Boiler Works was the only company to respond.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with the San Jose Boiler Works, Inc., in the amount of $15,000 for the fiscal year 2022- 2023.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

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

INDIVIDUAL/COMPANY NAME: **San Jose Boiler Works**

VENDOR NO: **13223**

ADDRESS: **1585 Schallenberger Road, San Jose, CA 95131**

TELEPHONE NUMBER: **(408) 295-5235**

FAX NUMBER: **(408) 295-6365**

TAX ID NUMBER: **94-2296833**

E-Mail: lorie@sanjoseboiler.com

BOARD APPROVAL DATE: **September 8, 2022**

CONTRACT TERM: From: **September 9, 2022 – June 30, 2023**

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

A. One-line description for the Governing Board report: **Provide annual boiler cleaning/maintenance a district-wide.**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$15,000.00

Program Manager/Principal: _____ **Date** 8/5/22

Superintendent: _____ **Date:** _____

Fiscal Approval: Maria Deuton **Date:** 8/23/22
Accountant

Director of Fiscal Services: _____ **Date:** 8/23/22

Asst Supt, Bus Services: _____ **Date:** 8/24/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $_____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** **$ 15,000.00 (NTE)** **FY:** **2022 - 2023**

San Jose
BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

Alum Rock Union School District:

San Jose Boiler Works will provide maintenance and service repairs to the boilers located at the various schools in the Alum Rock Union School District. This service will be at the direction of the Alum Rock Union School Districts Maintenance Department.

1585 Schallenberger Rd., San Jose, CA 95131 • Ph: (408) 295-5235 • Fx: (408) 295-6365

SANJOSEBOILER.COM

San Jose
BOILER WORKS

PROUDLY SERVING NORTHERN CA SINCE 1922

March 8, 2022

As of March 8, 2022 our rate will be as follows:

Monday-Friday:

Standard Rate (between 7:30a-4p) = $235/hour

Overtime Rate (between 4p-6p) = $352.50/hour

Doubletime Rate (between 6p-7:30a) = $470/hour

Weekend & Holiday:

Doubletime Rate = $470/hour

**$74 Flat Fee for Vehicle Overhead and Expenses per visit
**Minimum of a four-hour charge per service call. Charges are portal to portal. (Begin when we leave our shop, and end upon our return.)
**This does not include prevailing wage rates.
****Rates are subject to change without notice**

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- Sound & Signals, Inc., 2022-2023

Date: August 5, 2022

Summary:
Sound & Signals Inc. will provide service for proprietary fire alarm and intercom systems district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Sound & Signals, Inc., in the amount of $15,000.00 for the fiscal year 2022-2023.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

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

INDIVIDUAL/COMPANY NAME: **Sound & Signal, Inc.**

VENDOR NO: _____

ADDRESS: **277 Rickenbacker Circle, Livermore, CA 94551**

FAX NUMBER: (925) 455-6153

TELEPHONE NUMBER: **(408) 872-2445**

TAX ID NUMBER: 94-2998240

E-Mail: rosana@soundandsignal.com

BOARD APPROVAL DATE: **September 8, 2022**

CONTRACT TERM: From **September 9, 2022 – June 30, 2023**

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

A. One-line description for the Governing Board report: **Provide service for Proprietary Fire Alarm and Intercom Systems District-wide.**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$15,000.00

Program Manager/Principal _____ **Date:** 8/5/22

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 8/23/22
Accountant

Director of Fiscal Services _____ **Date:** 8/23/22

Asst Supt, Bus Services _____ **Date:** 8/24/22

COMPENSATION: In consideration of the Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other**: **$15,000.00 (NTE) FY: 2022 – 2023**

Sound & Signal Inc.

March 9, 2022

Dear Valued Customer,

As many of you are aware, there has been a significant increase in fuel costs over the last several months. Due to the nature of the services we provide to our clients, Sound and Signal, Inc. employs a fleet of trucks and incurs a great deal of travel to and from our daily site engagements in support of our customers' needs.

The combination of travel and elevated fuel costs has increased Sound and Signal's fuel expense dramatically during this period. Sound and Signal has been absorbing these costs with the hope that the factors that have contributed to the rise in fuel prices would moderate and our cost would return to previous levels.

Unfortunately, this has not been the case and as a result we regretfully are compelled to implement a fuel surcharge of 4% on all time and material (T&M) invoice amounts.

Effective March 14, 2022 Sound and Signal, Inc. will implement the surcharge on all T&M invoices from that date forward. Sound and Signal, Inc. will continue to monitor the fuel markets and will update this policy when favorable trends occur. We regret any inconvenience this causes our customers.

Sincerely,

Ronald Morgan
President

277 Rickenbacker Circle • Livermore • CA 94551-7216 • (925) 455-1778 • (925) 455-6153
California Contractors License # C10-494676

Sound
& Signal Inc.

Maintenance Contract Fees:

Sound and Signal, Inc. employees are on call 24 hours each day for your emergency service needs. All technicians are cellular phone dispatched for prompt service.

If scheduled 24 hours in advance of requested service date, the following services rate apply:

2022 - Service Labor Rates and Hours

Hours: RT: 6 a.m. to 6 p.m. Monday through Friday, portal to portal.
OT: All hours not listed in Regular Time, including Holidays, portal to portal.
Overtime calls will be billed at 4 hours minimum.

Labor Rates: RT: $ 170.00 per hour
OT: $ 255.00 per hour

If immediate service is requested, overtime rates may apply.

We Provide Sales and Sales Support to:
- Schools and Colleges
- County, State and Federal Correctional Institutions
- Commercial and Industrial Facilities
- Electrical Engineers and Architects

Sound and Signal's Service Department Offers Services for:
- Master Clock and Timing Systems
- Fire Alarm Detection Systems
- Annual Fire Alarm Testing
- Intercom and Paging Systems
- Professional Sound Reinforcement

Sound & Signal is a Factory Authorized Dealer for the Following Products:
- Gamewell/FCI Fire Alarm Systems
- Potter/Harrington Fire Alarm Systems
- Bogen Engineered Dealer for Educational Intercom & Clock Systems

All Fire Alarm technicians are Fire Life Safety Certified by the State of California, Department of Industrial Relations.

All field employees are fingerprinted and have received clearance from the Department of Justice.

277 Rickenbacker Circle • Livermore • CA 94551
• Phone (925) 455-1778 • Fax (925) 455-6153
Contractors License # C10-494676

Public Works DIR registration # 1000000276

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation & Transportation

Re: Contract Approval- Water Quality Plumbing, Inc., 2022-2023

Date: August 19, 2022

Summary:
The District has experienced emergency issues with our plumbing and needs to maintain a contract with a company that can provide emergency support and repair. Water Quality Plumbing, Inc. is experienced and knowledgeable to serve the District's needs.

Recommendation:
Staff recommends that the Board of Trustees approve the Contract with Water Quality Plumbing, Inc., in the amount of $44,000.00 for the fiscal year 2022 – 2023.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

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

INDIVIDUAL/COMPANY NAME: **Water Quality Plumbing, Inc.**

VENDOR NO: 18249

ADDRESS: **1716 Stone Avenue, Unit E, San Jose, CA 95125**

TELEPHONE NUMBER: **(408) 267-9330**

FAX NUMBER: 408-266-1761

TAX ID NUMBER: _____

E-Mail: jsatalino@waterqualityplumbing.com

BOARD APPROVAL DATE: **September 8, 2022**

CONTRACT TERM: FROM **September 9, 2022 – June 30, 2023**

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

A. One-line description for the Governing Board report: **Provide emergency support and repairs related to plumbing such as inspections, copper re-piping, sewer repairs, remodeling and new construction, and water conditioning and purification.**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
050	8150	0	5815	00	0000	8100	000000	450	8130	$44,000.00

Program Manager/Principal _____ **Date:** 8/19/22

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** 8/23/22
Accountant

Director of Fiscal Services _____ **Date:** 8/23/22

Asst Supt, Bus Services _____ **Date:** 8/24/22

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $44,000.00 (NTE) ($170/$255 per hr./plus $25 trip charge **FY:** 2022 - 2023

WATER QUALITY
SINCE 1970
PLUMBING
TEL: (408) 267-9330
FAX: (408) 448-6231

LICENSE # 305018
1716 STONE AVENUE, SUITE E
SAN JOSE, CA 95125

SERV - ALL
WATER CONDITIONING
TEL: (408) 266-0707
FAX: (408) 266-1761

To Whom It May Concern,

Water Quality Plumbing provides both residential and commercial plumbing services. Our company does a large scope of repairs, water heater installations, and repiping. We also provide some emergency plumbing services. Our rates are as follows:

- Regular rates: $170.00 per hour + $25.00 trip charge
- Overtime rates: $255.00 per hour + $25.00 trip charge

Thank you,

Water Quality Plumbing Inc.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 300729

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

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Glen Price Group

Address: 719 El Cerrito Plz City: El Cerrito State: CA Zip: 94530

Phone: ( ) Email: aaron@glenpricegroup.com

SSN: _____ Fed I.D. #: 75-3055927

CONTRACT TERM: start dates September 9, 2022 end date June 30, 2023

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

The Glen Price group will facilitate a series of Community Schools planning meetings and support the development of an implementation plan for Community Schools.

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:** $50,000.00

Describe other related costs: _____

BUDGET CODE: 060-6331-0-5815-00-1110-3110-000070-061-6331 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 08 / 19 / 2022

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

Doc ID: 58cc3dd94700e4eaf8de531f844d15c568210418

Glen Price Group

This Memorandum of Understanding (MOU) provides details regarding support that the Glen Price Group (GPG) will provide to the Alum Rock Union School District (ARUSD) to facilitate a series of Community Schools planning meetings and support the development of an implementation plan for Community Schools.

Services and Duration

GPG will facilitate a series of planning meetings to inform the development of a ARUSD community schools plan that can serve as the basis for an implementation grant through the California Community Schools Partnership Program (CCSPP). Specifically, GPG will:

- Provide meeting design, facilitation, and documentation of monthly ARUSD community schools planning meetings, to be held virtually by Zoom.
- Develop an implementation plan outline
- In collaboration with ARUSD project leads and partners, develop a draft implementation plan based on results of planning meetings
- Coordinate an iterative review and revision process to finalize the implementation plan
- Review and monitor community schools guidance, including CCSPP materials, to inform the planning meetings and plan development

GPG deliverables will include meeting agendas and notes, an implementation plan outline, and drafts of the implementation plan.

GPG will perform these services between September 9, 2022 and June 30, 2023.

Cost

The cost is a flat fee of $50,000.

Terms & Conditions

In support of GPG's work, ARUSD will coordinate planning team formation and provide GPG with timely feedback on draft materials.

GPG will coordinate with ARUSD to ensure timely invoicing and payment.

Glen Price Group

Signatures

Glen Price Group (GPG)



Signature

Aaron Price

Print Name

August 22, 2022

Date

Alum Rock Union School District (ARUSD)

Signature

Hilaria Bauer,Ph.D.

Print Name

Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Social and Emotional Learning (School/Dept.) VENDOR NO. 22127

Submitted by: Imee Almazan

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: International Association for Human Values: Sky Schools

   Address: 2401 15th Street N.W. City: Washington State: DC Zip: 20009

   Phone: (650) 5211343 Email Address: priya.mayur@iahv.org

   SSN: _____ or Fed I.D. #: 52-2178069

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 09, 2022 end date June 30, 2023

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

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

   International Association for Human Values: "Sky Schools" is a yoga program designed for ARUSD schools to help decrease stress and promote a stress and violent free school environment. Services will be provided in person and/or virtually.

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

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

   X b. **Other:** $_____ (describe rate agreement) Not to Exceed $13,500 per site

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	7085	0	5815	00	1110	1000	000070	061	7085	MASTER	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

Date: March 31, 2022

International Association for Human Values (IAHV) SKY Schools Program is an empirically-validated and evidence-based SEL curriculum, serving youth (K-12) and adults. It is designed to be the most comprehensive socio-emotional well-being program available, integrating all of the evidence-based practices research shows leads to student well-being, emotional intelligence and social intelligence:

- Evidence-based breathwork & neural restorative practices (including yoga & meditation).
  - UCLA Research on SKY Schools (formerly called Youth Empowerment Seminar). "Effects of the Youth Empowerment Seminar on Impulsive Behavior in Adolescents" " (https://pubmed.ncbi.nlm.nih.gov/23601502/)
  - YALE Research on SKY Breathing, "To improve Students Mental Health,Yale Study Finds, Teach Them to Breathe" (https://news.yale.edu/2020/07/27/improve-students-mental-health-yale-study-finds-teach-them-breathe)
- SKY Schools is a Casel SEL-supportive program (https://pg.casel.org/sky-schools/)
- Emotional intelligence Training
- Social Connection & Belonging
- Self-Management Tools
- Positive Psychology
- Conflict Management

For the past 2 school years, 2020-21 and 2021-22, SKY Schools was taught virtually at ARUSD schools. A key difference in the online versus in-person programming is that in-person we are able to incorporate the SKY breathing practice that can be used as a daily practice to prevent long term stress. SKY breathing is taught along with a series of shorter breathing practices that can be used to manage stress in the moment. The SKY Breathing practice is a simple, yet profound practice supported by over 100 peer reviewed studies.

In 2022-23, we are proposing 3 approaches for grades 3 and above – fully virtual (no SKY breathing), a hybrid version and a fully in-person version of the program (hybrid and in-person will teach SKY breathing). We are also proposing 2 approaches – in-person or virtual for grades TK-2.

For more information, please feel free to reach us.

Priya Mayureshwar
SKY Schools Director, Bay Area CA
Priya.mayur@iahv.org 650-521-1343

International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

SKY Schools PRICE LIST 2022-23 – VIRTUAL SESSIONS		
Program name	**Duration**	**Cost per cohort/section/class**
Tools to reduce Stress (adults)	30 – 60 minutes	$50 for 30 minutes $100 for 60 minutes
SKY Schools Breathwork and Wellness for Adults (educators, admin, parents, counselors)	6 hours; 2 hours a day across 3 days	$195 per participant. $100 per participant for schools where 5 or more adults enroll.
SKY Schools for grades TK-8	3 weekly sessions of 20-30 minutes each per cohort	$50 per 20-30-minute session; total $150 per cohort

SKY Schools PRICE LIST 2022-23 – HYBRID SESSIONS FOR STUDENTS ONLY		
Program name	**Type and duration**	**Cost per cohort/section/class**
SKY Schools for grades 3-8	3 online sessions of 30 minutes each plus: Grades 3-6: 3 in-person sessions of 30 minutes each Grades 7-8: 5 in-person sessions of 40 minutes each	Gr 3-6: $450 per cohort for the 3 virtual plus 3 in-person sessions. Gr 7-8: $650 per cohort for the 3 virtual plus 5 in-person sessions. Minimum 3 cohorts need to be signed up for the same week for the in-person part.

International Association for Human Values
2401 15th Street N.W., Washington DC, 20009
usa@iahv.org | www.iahv.org

International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

SKY Schools PRICE LIST 2022-23 – IN-PERSON SESSIONS		
Program name	**Type and duration**	**Cost**
SKY Schools for grades TK-8	Grades TK-2: 3 in-person sessions of 20-30 minutes each. Grades 3-5: 5 in-person sessions of 45 minutes each Grades 6-8: 10 in-person sessions of 45 minutes each	$300 per cohort for 3 days of in-person sessions. $500 per cohort for 5 days of in-person sessions. $1000 per cohort for 10 days of in-person sessions. Minimum 3 cohorts need to be signed up for the same week for this format.
SKY Breath and Wellness for adults	6 hours; 2 hours a day across 3 days	$195 per participant. $100 per participant for schools where 5 or more adults enroll.

Additional notes for virtual sessions:

(1) Students in Gr TK-2 can be seated on a carpet with camera pointing to them

(2) Students in Gr 3-8 can please login from their own devices

(3) SKY Schools will provide options with several dates and times for classes to sign up for the sessions. Example of options: Session 1 for TK-2 (yoga, Straw breath, awareness game) or Session 2 for gr 3-5 (yoga, Bee breath, SEL point, memory game)

(4) SKY Schools will send a reminder email to classes that have signed up for sessions

(5) If class does not join the virtual session, SKY Schools will still charge for the session

(6) Multiple schools and teachers may sign up for each session

Additional notes for in-person sessions:

(1) SKY Schools will not be responsible for providing, storing or maintaining yoga mats for any of the in-person classes.

(2) Some breathing techniques, including SKY breathing, cannot be practiced with masks on, it makes participants uncomfortable. This breathing technique only be taught in person without masks.

(3) In case SKY Schools is taught outdoors, then school/district needs to provide:

- quiet outdoor space in their campus for SKY Schools.

- SKY Schools teachers with a working microphone and speakers.

International Association for Human Values
2401 15th Street N.W., Washington DC, 20009
usa@iahv.org | www.iahv.org

Schools that have asked for SKY Schools to teach in 2022-23 and the associated cost based on the price list above.

		Program Cost (cost includes follow up costs)		
School name	**Number of students to be taught**	**Virtual**	**In-person**	**Hybrid (option not available for TK-2)**
Painter (TK-5)	243	$3850	$6300	$4000
Cureton (TK-5)	260	$3500	$6000	$4250
Hubbard (TK-8)	500	$5950	$13,200	$9350
Linda Vista (TK-5)	437	$5600	$9200	$5900
Lyndale (TK-5)	249	$3500	$5800	$3800
Dorsa (TK-5)	300	$3850	$6500	$4450
Adult program Teachers/Parents/Admin/Counselor	60 (10 per site)	$6000	$12,000	
TOTAL	**2049**	**$32,250**	**$59,000**	**$31,750**

Detailed budget worksheet:
https://docs.google.com/spreadsheets/d/1UGLYW_xf_jjGJqY0qKLcBFkbR7fjwA3fm89aY03Q7eU/edit#gid=0

International Association for Human Values

International NGO in special consultative status with the Economic and Social Council of the United Nations

Agreed
International Association for Human Values (IAHV)

priya mayureshwar
Signature

Priya Mayureshwar
Print Name

07 / 27 / 2022
Date

Address for notices:
2401 15th St NW Washington DC 20009

Alum Rock Union School District

Signature

Hilaria Bauer,Ph.D.
Print Name

Superintendent
Title

Date

2930 Gay Av San Jose CA 95127

If the school district requires that an authorized signatory of the district sign this agreement, that signature is set forth below:

Signature

Imee Almazan
Print Name

07 / 27 / 2022
Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education Department (School/Dept.) VENDOR NO. 22129

PROGRAM MANAGER: Anthony Colonna

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

   Name of Individual/Company: The Reilly Behavioral Group, LLC.

   Address: 1360 N. Winchester Blvd. #5 City: San Jose State: Ca Zip: 95128

   Phone: (408) 709-9214 Email Address: _____

   SSN: _____ or Fed I.D. #: 90-0512413

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date August 16, 2022 end date June 30, 2023

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

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

   The Reilly Behavioral Group, LLC. provides ongoing training, direct services, parent support, assessments, data analysis and program support to students diagnosed with autism. These services assist the District in developing and maintaining defensible programs for students with autism.

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

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

   X b. **Other:** $25,000 (describe rate agreement) $150/hr ABA BID $70/hr ABA BII

   080-6546-0-XXXX-00-5750-1190-000000-380-6546

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
				25,000		

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

NPA03 – Services and Fees

Please provide information on all services for which you are seeking certification

NPA Name: The Reilly Behavioral Group, LLC

Related Services	Service Abbreviation	Fees	Time Allotment (per hour, day, or month?)
Adapted Physical Education (5 *CCR* 3051.5)	APE		
Assistive Technology Services (5 *CCR* 3051.19)	ATS		
Audiological Services (5 *CCR* 3051.2)	AS		
Behavior Intervention - Design or Planning (5 *CCR* 3051.23)	BID	$150-$170	Hourly
Behavior Intervention – Implementation (5 *CCR* 3051.23)	BII	$70-85	Hourly
Counseling and Guidance Services (5 *CCR* 3051.9)	CG	$150-$170	Hourly
Early Education Programs for Children with Disabilities (5 *CCR* 3051.20)	EE		
Health and Nursing Services (5 *CCR* 3051.12)	HNS		
Language and Speech Development and Remediation (5 *CCR* 3051.1)	LSDR		
Music Therapy (5 *CCR* 3051.21)	MT		
Occupational Therapy Services (5 *CCR* 3051.6)	OT		
Orientation and Mobility Instruction (5 *CCR* 3051.3)	OM		
Parent Counseling and Training (5 *CCR* 3051.11)	PCT	$150-$170	Hourly
Physical Therapy Services (5 *CCR* 3051.6)	PT		
Psychological Services Other Than Assessment and IEP Development (5 *CCR* 3051.10)	PS		
Recreation Services (5 *CCR* 3051.15)	RS		

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: Sandra Garcia, Director of State and Federal Programs

Re: Bay Area Tutoring Association (BATA)

Date: 08/16/2022

Summary:

In collaboration with the SCCOE and the SJ Learns Foundation, BATA provides supplemental intervention math, digital literacy and English Language Arts tutoring to underserved students K-3rd grade within the Alum Rock Union Elementary School District. BATA and ARUSD will share student data and progress monitoring information for grant reporting purposes.

Recommendation:

Staff Recommends the Board of Trustees approve the contract with Bay Area Tutoring Association.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Bay Area Tutoring Association (BATA)

Address: 510 Valley Way City: Milpitas State: CA Zip: 95035

Phone: (____) Email: chris.norwood@bayareatutor.org

SSN: _____ Fed I.D. #: 32-041182

CONTRACT TERM: start dates September 9, 2022 end date June 30, 2023

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

The MOU will be between Alum Rock Union School District and Bay Area Tutoring Association.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

____ b. **Other:** $ No cost

Describe other related costs: _____

BUDGET CODE: 010-0000-0-4300-00-0000-7200-000000-360-5280 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 8/22/22

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT AND BAY AREA TUTORING ASSOCIATION 2022 – 2023 SCHOOL YEAR

This binding Memorandum of Understanding ("MOU") is made between ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT (ARUSD), and Bay Area Tutoring Association, a 501(c)(3) nonprofit corporation operating under the laws of the state of California whose place of business is 510 Valley Way, Milpitas California 95035, ("BATA" or "PROVIDER").

WHEREAS, BATA is a non-profit educational and outreach organization, which offers services for the creation, development and implementation of educational programs that are designed to enhance student learning ability, academic aptitude and life preparation, and BATA trains and deploys tutors, and develops and provides academic intervention and enrichment support programs, training workshops, test prep, and one-on-one and group tutoring services;

WHEREAS, BATA is able to develop and implement services and programs because its leadership and extensive advisory team have expertise and knowledge in educational preparedness, curriculum design, training, public outreach, and related areas through decades of experience working with educational, non-profit and governmental institutions;

WHEREAS, ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT has Close the Achievement GAP (CTAG), Common Core Standards, and increasing academic performance and college eligibility initiatives for youth and other identified student groups;

WHEREAS, BATA is trained, experienced and competent to perform academic and supplementary intervention, enrichment, student empowerment and tutor training services needed by ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, it is agreed between the parties as follows:

1. SCOPE OF EFFORT

In collaboration with the Santa Clara County Office of Education (SCCOE) and the SJ Learns Foundation, BATA shall provide supplemental intervention math, digital literacy and English Language Arts tutoring to underserved K-3rd grade students within the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT.

2. STUDENT RECORDS AND INFORMATION

All Student Records shall be kept confidential and in a secure location preventing access by unauthorized individuals. BATA will maintain a secure access online portal delineating date, time, and identity of any individual accessing Student Records. BATA agrees to provide access to copies of student information to ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT and/or parents/guardians with the written consent

of the parents/guardians or ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT. Upon completion or termination of the program or termination of this MOU, BATA may be asked to turn over all Student Records for ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT Eligible Students to whom BATA has provided services under this MOU.

ALUM ROCK UNION SCHOOL DISTRICT will provide Datazone access to Santa Clara County Office of Education for the purposes of grant reporting to the SJ Learns Foundation.

3. ACCESS BY ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BATA shall notify ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT of the location and any change in location at which it is providing services to ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT eligible Students. BATA shall allow access to its facilities for periodic monitoring of each student's instructional program by ARUSD and shall be invited to participate in the review of each student's progress by ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT. ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT representatives shall have access to observe each student at work, observe the instructional setting, interview BATA, and review each student's progress, including the behavior intervention plan, if any.

4. INSPECTION AND AUDIT

BATA shall provide access to records or reports, or other matter relating to this MOU, upon request by ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT. Fiscal records shall be maintained by BATA for three (3) years and shall be available for audit.

5. NOTICES

Notices emailed to ARUSD shall be emailed to Dr. Hilaria Bauer of the ARUSD office at:
hilaria.bauer@arusd.org

Notices emailed to BATA shall be: emailed to Chris Norwood of: BATA office at:
Chris.Norwood@bayareatutor.org

6. AUTHORIZED REPRESENTATIVE

The persons signing this MOU certify they are the authorized representatives of their respective parties, and that they are authorized to sign this document.

The parties hereto have executed this agreement by and through their duly authorized agents or representatives. This contract is effective on September 09, 2022 and terminates June 30, 2023.

Alum Rock Union Elementary School District	Bay Area Tutoring Association
2930 Gay Ave, San Jose, CA 95127	510 Valley Way, Milpitas, CA 95035
Print/Type Name & Title	Print/Type Name & Title
Hilaria Bauer, Superintendent	Chris Norwood, Founding Director
Signature	08 / 16 / 2022 Signature

501(c)3 Federal ID# 32-041182

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Sandra Garcia

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

   Name of Individual/Company: KV Educational Services

   Address: 291 Ranchito Drive City: Hollister State: CA Zip: 95023

   Phone: (831) 537-6796 Email Address: kvaldez.etc.edu@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 12,2022 end date May 31, 2023

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

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

   KV Educational Services will provide CTE Arts, Media & Entertainment academic enrichment services at ARUSD Sites for 16 schools; 40 students per school site; grades 3-6 during the 2022-2023 school year. The program will run as part of the after school program Monday -Thursday

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

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

   _____ b. **Other:** $ 76,055.00 (describe rate agreement) _____

   _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$76,055.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

CTE Arts, Media & Entertainment Education Services
291 Ranchito Drive
Hollister, CA. 95023

Scope of Services

KV Educational Services will provide a CTE Arts, Media, and Entertainment academic enrichment program, *Visiones*, at Alum Rock School District for 16 schools; 40 students per school site; grades 3-6 during the 2022-2023 school year. The program will run as part of the after-school program, pushing on Monday through Thursday from 4:00pm - 5:30pm, beginning Monday, September 12, 2022, until May 31, 2023, for a total of 127 days. Each school site will receive 7 days of programming from 2 industry professionals and 2 college interns. Programming includes: (1) Storytelling through personal narrative; (2) camera composition; (3) storyboarding and pre-production skills; (4) production; (5) post-production editing. These skills will be delivered through a cultural sustaining and revitalizing pedagogy, encouraging native culture and language with a confident sense of self within their cultural learning communities. This program is based on the premise that high-quality integration of the arts through literacy can fortify and support academic achievement and increase student engagement in core academic classes, helping students develop a sense of self within their school community. 11

Program Deliverables

Throughout the academic school year, the program will be documented with interviews of students and their experience in the program. The Alum Rock School District will receive one single documentary on the enrichment program. At a site level, each student will be introduced to basic career technical skills for visually storytelling. Individual students will produce one photo essay, with a narrative and the class will produce three short films. The Alum Rock School District will receive a scope and sequence for one introductory unit.

Programming Needs

To ensure the quality of service, the program will need to be delivered in a classroom setting, and one flex space for studio production: (3) classrooms total. Students will need to have access to charged Chromebooks or access to a computer lab with a subscription to We Video for editing. The Alum Rock School District will invest in equipment for the initial development of a media lab to support the course launch and have a foundation for the future development of a program pathway. The Alum Rock Afterschool program leaders will participate in the program for a 3:20 ratio to ensure that each student receives ample support within a fast-paced program. Educators will require access to presentation technology (projector, whiteboard, television).

Alum Rock School District ASP: Arts, Media & Entertainment Enrichment Services
August 10, 2022

Katrina Valdez, CTE Pathway Educator,
CTC Supervision & Coordination Credential

Work/Task	Deliverable	Time/Dates
Develop course and scope and sequence	• 22-23 Intro Media Arts and Entertainment Course • 22-23 course scope and sequence (7 Days per school) • 1 designed Unit • Master Schedule	• Sept. 8, 2022
Provide Recommended Materials/Tech Resources for Purchase	• A spreadsheet with item details, cost and use description for the initial development of a media lab to support the course launch and have a foundation for the future development of the pathway	• By Aug 12, 2022 • @ Cost to District • District will keep equipment • Editing Software for Chromebooks
Teaching Artists & Interns (Total of 4) Push Ins	• Direct Service with Alum Rock Schools • 7 days per school site • 3 Short Films per classroom	• Sept - May • Mon-Thurs • 4:00-5:30 • Training / Editing
Media	• 3 Short Films per classroom • 1 Whole Program Documentary	• Short Films - 1 week after program • Narrative Video - end of program visit • Documentary - End of academic year.

Proposed project cost:
Total estimated cost: **$76,055**
Total hours from Aug 1 - May 31 = 127 Days

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 21326

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Schmahl Science Workshops

   Address: 1650 Senter Road City: San Jose State: CA Zip: 95112

   Phone: (408) 281-7595 ext 10 Email Address: schedule@schmahlscience.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date October 17,2022 end date June 30, 2023

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

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

   Schmahl Science Workshops provides pre-K through 12th grade children with an unmatched breadth of hands-on science workshops spanning biology, chemistry, earth science, forensics, math and physics. Services will be provided to 5 schools (TBD) through 40 enrichment workshops during the 22-23 school year.

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

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

   _____ b. **Other:** $0 (describe rate agreement) _____

   _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	1110	1000	000000	360	7221	MASTER	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING



Schmahl Science Workshop Program

2022-23

Schmahl Science Workshops EXPLODES the myth that science is dull. Our instructors are talented scientists and engineers who engage students' curiosity, imagination and creativity using a fun, hands-on approach. Students learn to apply the scientific process as well as core scientific principles, all while making exciting new discoveries.

MOU (Scope of Work)

Schmahl Science Workshops will deliver approximately 40 science enrichment workshops to students across schools in the Alum Rock Union School District valued at $12,000. Schmahl Science is seeking grant funding to deliver at no charge to ARUSD during the 2022-23 school year.

About Schmahl Science Workshops

Schmahl Science Workshops is a non-profit partnership of students, parents, teachers, scientists and engineers who come together to foster the innate curiosity and love of science that exists among children. Founded in 1996 by a group of four children and their parents, Schmahl Science Workshops provides pre-K through 12th grade children with an unmatched breadth of hands-on science workshops spanning biology, chemistry, earth science, forensics, math and physics. Our mission is to prepare children of all backgrounds for a future in which science and technology will drive every industry and vocation. We believe that children are motivated to learn when their ideas are cultivated through the joy of designing and carrying out an experiment. Through these authentic research experiences, our workshops enable students to explore and invent what inspires them, and to develop the skills needed to achieve success in all areas of their lives. 2019 © Schmahl Science Workshops

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. 22493

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Springboard Collaborative

   Address: 1500 John F. Kennedy Blvd. Ste. 1160 City: Philadelphia State: PA Zip: 19102

   Phone: (908) 902-7833 Email Address: t.arriaga@springboardcollaborative.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date September 10, 2022 end date June 10, 2023

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

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

   Springboard will priovde 10 week evidence-based literacy program by coaching parents and teachers, providing literacy materials/incentives and consultation. Will support a minimum of 6 schools serving 210 students in TK-3rd grade. (Fall/Spring)

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:** $ 36,000.00 (describe rate agreement) not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	7425	0	5815	00	1110	1000	010200	360	7390	$36,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 2900398837[illegible]fc

SPRINGBOARD COLLABORATIVE
SERVICE PROVIDER AGREEMENT

This Service Provider Agreement (this "**AGREEMENT**") is entered into by **Springboard Collaborative** ("**Springboard**"), a non-profit corporation with its registered office at 2 Penn Center, Suite 1160, 1500 JFK Boulevard, Philadelphia, PA, 19102, and **Alum Rock School District** ("**Program Provider**") located at **2930 Gay Avenue, San Jose, CA 95127**.

Background

Springboard closes the literacy gap by closing the gap between home and school. Our best-in-class literacy offerings combine personalized instruction for pre-K through third-graders, workshops training parents to teach reading at home, and professional development for teachers. **Springboard** envisions a world in which all children have the requisite literacy skills to access life opportunities.

Springboard and **Program Provider** hereby agree as follows:

1. **SCOPE OF SERVICES**: Springboard agrees to furnish **Program Provider** with the following services and other activities as may be requested by **Program Provider** and agreed to by **Springboard** from time to time during the duration of this **AGREEMENT** (collectively "Services"), in that **Springboard** will provide **Program Provider** with an evidenced-based literacy program, designed to improve educational outcomes for students by coaching educators and families, providing literacy workshop materials and incentives that award learning, and implementation consultation.

2. **Definitions.**

   2.1. **"Program Leader"** means the individual designated by **Program Provider** to lead its program.

   2.2. **"Educators"** means the individuals designated by the **Program Provider** to conduct instructional program elements.

   2.3. **"Springboard Coach"** means the individual provided by **Springboard** to guide, or in certain cases assist, **Program Provider** in the implementation of its program.

   2.4. "**Coaching Sessions**" means meetings between the **Springboard Coach** and site-based **Program Leader** to plan and improve implementation of **Springboard Program**.

   2.5. "**Data System**" means the data management system provided by **Springboard** that tracks and analyzes all of **Springboard's** data throughout the **Springboard Program**, including but not limited to student and family demographic information, student

reading progress, student and parent attendance, daily family engagement, and educator observations.

2.6. "**Family Workshops**" means interactive training sessions led by **Educators** to train parents, guardians, or care-givers about effective strategies for reading with their student and to permit parents, guardians, or care-givers to share their insights and expertise on their student throughout the **Springboard Program.**

2.7. "**Springboard Program**" means the support structure developed by **Springboard** that combines targeted reading instruction, family workshops, educator coaching, and incentives to achieve lasting results through **Springboard's Family-Educator Learning Accelerator (FELA) methodology**.

2.8. **"FELA Methodology"** refers to **Springboard**'s proprietary Family-Educator Learning Accelerators (**FELA**), which helps families set and achieve reading goals with support from educators.

2.9. **"Professional Development Materials**" means the protocols and written guides developed and delivered by **Springboard** to train **Educators** on data-driven instruction, effective lesson planning, family communication, and facilitation of **Parent Workshops**.

2.10. **"Curricula"** are the proprietary lessons, presentations, and guides designed by **Springboard** as instructional content that drives literacy growth in **Springboard Program**.

2.11. "**Program Materials**" means items provided to **Program Provider** and developed by **Springboard**, including but not limited to, **Curricula**, daily lesson guides, **Professional Development Materials**, and incentive materials for students, parents, educators, and **Program Leader**. Only the **Program Materials** listed in Schedule A of this **AGREEMENT** shall constitute the items definitively provided to **Program Provider** ("Schedule A").

2.12. "**Student Reading Scores**" means reading levels measured by assessment, or some other means of evaluation, as applicable, which can be used to quantify a student's reading progress.

2.13. **"Final Day"** of programming is defined as the last calendar date on which instructional activity with students is formally scheduled in the pre-programming calendar.

2.14. **"Program Incentives"** refers to tiered rewards students and families tied to achievement in goal-setting cycles during **Springboard Program**.

2.15. **E-books** are digitally accessible books and other reading material available to families and **Educators** through a **Springboard** license.

2.16. Growth Goals are reading targets set through Family-Educator collaboration as a target for reading improvement over the course of **Springboard Program.**

2.17. Springboard Connect is a proprietary web-based texting application that serves as a family guide to a virtual **Family-Educator Learning Accelerator.**

3. Term.

3.1. The term of this **AGREEMENT** shall be as specified in Schedule B to this **AGREEMENT** ("Schedule B").

4. Scope of Work.

4.1. **Program components** specific to **Springboard** support level are detailed in Schedule C to this **AGREEMENT** ("Schedule C").

4.2. **Data Collection.**

4.2.1. The **Program Leader** will ensure that **Educators** monitor students' reading progress and daily attendance, input required information into the **Data System**, and administer sign-in protocols for **Family Workshops** during the **Springboard Program**. **Springboard** will share **Student Reading Scores** and the school- and school-level data analysis it compiles with **Program Provider**.

4.3. **Confidentiality. Student Data.**

4.3.1. All student data shared between **Program Provider** and **Springboard** in support of **Springboard Program** shall be subject to the applicable provisions of federal, state and local laws, rules and regulations pertaining to student records.

4.3.2. **Program Provider** permits **Springboard** to disseminate **Student Reading Scores** and student academic information provided by **Program Provider** to directors and employees of **Springboard** for the successful operation of the **Springboard Program**. With the consent of families, **Program Provider** will provide **Student Reading Scores** during the academic school year to **Springboard** as often as the school reading assessment is administered, within seven (7) days of their distribution to families up and until the time a parent or guardian of a student indicates otherwise.

4.3.3. **Springboard** reserves the right to present **Student Reading Scores** in the aggregate, without any personally identifiable information, to funders and potential funders, student and parent participants, partnering schools and other parties interested in the mission of **Springboard** to share the aggregate outcomes the **Springboard Program** at **Program Provider**.

5. **Responsibilities of Program Provider.**

5.1. Collaboration with Springboard. Program Provider will participate in the **Springboard Program** and make its best effort to support successful implementation. This includes granting program staff access to materials and available resources.

5.2. Enrollment. Program Provider will identify and recruit students who will participate in the **Springboard Program**.

5.3. Program Provider will select **Educators** to participate in the **Springboard Program**. **Educators** will be responsible for participating in **Professional Development** and Professional Learning Communities (PLCs), leading student instruction, team-building huddles and **Family Workshops**, and assessing and establishing a baseline and growth goal for every student. **Educators** should commit to the full duration of programming.

5.4. Program Provider will compensate **Educators** for their program-related hours to fulfill responsibilities outlined in section 5.3 of this **AGREEMENT**.

5.5. Student Information. Program Provider will provide to **Springboard** the most current and accurate contact, demographic, and educational information, including whether or not a student has an Individualized Education Program ("IEP"), for student and parent participants. **Program Provider** will share an enrolled student list including baseline **Student Reading Scores** and demographic information in advance of the first day of **Springboard Program**. If available, **Program Provider** will provide information regarding reading levels for enrolled students, for any date on which enrolled student reading levels are assessed.

5.6. Legal/Regulatory Compliance. Program Provider is exclusively responsible for ensuring its compliance with all applicable legal and regulatory requirements applicable to the **Program Provider** and this **AGREEMENT**. **Springboard** agrees to comply with all applicable state and federal law relating to student data privacy.

5.7. Supplies and Technology.

5.7.1. Program Provider will ensure **Educators** and enrolled students have access to necessary technology platforms to actively participate in digital learning. **Springboard** requires that participating families and **Educators** have access to a tablet, smartphone, or laptop and internet accessibility.

5.7.2. Fulfillment of other requests by **Springboard** will be within the discretion of **Program Provider**.

5.8. Additional Responsibilities of Program Provider

5.8.1. Responsibilities of **Program Provider** specific to the **Springboard Program** support type to be implemented are identified in Schedule A, Schedule B, and Schedule C and are intended to be in addition to those responsibilities outlined in **AGREEMENT**, herein.

6. **Payment Terms and Costs.** The Payment Terms and Costs are specified in Schedule B.

7. **License of Materials. Springboard** grants to **Program Provider** a non-exclusive, non-transferrable license to use the **Program Materials** for **Program Provider** or its staff/agents until the final day of the **Springboard Program**, including any materials provided in electronic form or computer-readable form, for use only in connection with the **Springboard Program** up to and until such time as **Springboard** decides otherwise. All **Springboard** materials used by **Program Provider** shall contain the **Springboard** name and copyright.

8. **Clearances. Program Provider** is required to confirm that their staff working for the **Springboard Program** have up-to-date Child Abuse Clearances, State Criminal Record Checks, Federal Bureau of Investigation Criminal History Background Checks, if required by the state law of **Program Provider**, and all other applicable clearances required by the appropriate local governing body, on file with **Program Provider. Program Provider** shall provide a statement to **Springboard** affirming that employees have these required clearances, including a list of relevant employees, prior to the commencement of **Springboard Program**.

9. **Intellectual Property.**

9.1. Copyright. Springboard reserves copyright in all written and electronic materials delivered and developed by **Springboard** pursuant to this **AGREEMENT**, including materials developed by **Springboard** with input from **Program Provider** staff. These materials include, but are not limited to, **Curricula**, lesson plans and instructional material developed by **Springboard** and modified by **Program Provider** staff for the purposes of the **Springboard Program**. These items may not be copied or otherwise reproduced (including through electronic media), except in execution of **Springboard Program**, without the express written permission of the duly authorized representative of **Springboard**.

9.2. Restrictions. In no event shall **Program Provider** use or permit others to use the **Program Materials** other than as permitted by **Springboard**. In no event may the **Program Materials** be sublicensed, modified, sold or transferred except as agreed to in writing and signed by **Springboard**.

9.3. Trademark and Trade Name. This **AGREEMENT** does not give **Program Provider** any ownership rights or interest in **Springboard's** trade name or trademarks.

9.4. Confidentiality. Business Data. Springboard and **Program Provider** acknowledge that, in the performance of the work or services under this **AGREEMENT** or in contemplation

thereof, it may be necessary for either party to have access to private or confidential information which may be owned or controlled by the other party, in order for the party to perform its duties under this **AGREEMENT**. **Springboard** and **Program Provider** acknowledge that disclosure to a third party or misuse of this proprietary or confidential information would irreparably harm the other party, and may violate state or federal law. Accordingly, **Springboard** and **Program Provider** will not disclose or use, either during or after the term of this **AGREEMENT**, any proprietary or confidential information of **Program Provider** or **Springboard** without the other party's prior written permission except to the extent necessary to perform services under this **AGREEMENT**.

9.4.1. Proprietary or confidential information includes:

9.4.1.1. The written, printed, graphic, or electronically recorded materials furnished by **Program Provider** or **Springboard** for use in this program

9.4.1.2. Any written or tangible information stamped "confidential", "proprietary, or with a similar legend

9.4.1.3. Any information that **Program Provider** or **Springboard** makes a reasonable effort to maintain the secrecy of; and other:

_____

9.4.2. Upon termination of **Springboard**'s services to **Program Provider**, or at Program Provider's request, Springboard shall deliver to **Program Provider** all materials in Springboard's possession relating to Program Provider's business.

9.4.3. Upon termination of **Springboard**'s services to **Program Provider**, or at Springboard's request, **Program Provider** shall deliver to Springboard all materials in **Program Provider**'s possession relating to **Springboard**'s business.

9.4.4. **Springboard** and **Program Provider** acknowledge that any breach or threatened breach of this Confidential Information section of this **AGREEMENT** will result in irreparable harm to the other party for which damages would be an inadequate remedy. Therefore, either party shall be entitled to seek equitable relief, including an injunction, in the event of such breach or threatened breach of the Confidential Information section of this **AGREEMENT**. Such equitable relief shall be in addition to a party's rights and remedies otherwise available at law, and are not subject to the mediation and/or arbitration clause of this **AGREEMENT**.

10. **Independent Contractors.** The employees of one party will not be considered employees of the other party within the meaning of any federal, state or local laws or regulations including, but not limited to, laws or regulations covering unemployment insurance, old age benefits, workers' compensation, labor or taxes of any kind nor within the meaning or application of the other party's employee fringe benefit programs for purposes of vacations, holidays, pension, group life insurance, accidental death and medical benefits. **Program Provider's** employees who perform the obligations of **Program Provider** hereunder shall be under the employment and ultimate control, management and supervision of **Program Provider**. **Springboard's** employees who perform the obligations of **Springboard** shall be under the employment and ultimate control, management and supervision of **Springboard**. Nothing herein shall be construed to imply that **Program Provider** and **Springboard** are in a joint venture, partnership or principal-agent relationship, and neither party shall have the right, power or authority to obligate or bind the other in any manner whatsoever, except as otherwise agreed to in writing.

11. **Entire Understanding.** This **AGREEMENT** constitutes the entire and sole understanding between the parties with respect to the subject matter hereof and supersedes any prior written agreements and any prior, contemporaneous or subsequent oral understanding, with respect to the subject matter hereof.

12. **Modification, Amendment or Addenda.** There shall be no modifications, amendments, or addenda of this **AGREEMENT**, except in writing and signed by the duly authorized representatives of both parties.

13. **Conflict.** In the event of any conflict, ambiguity or inconsistency in contractual terms and conditions between the documents comprising this **AGREEMENT**, the following order shall prevail for purposes of interpretation of this contract: (1) The latest Amendment Agreement; (2) Any Prior Amendment Agreements in reverse order; (3) The Original Service Provider Agreement; (4) Any schedules.

14. **Notices.**

FOR PROGRAM PROVIDER:

Sandra García
Director, State and Federal Programs
Alum Rock School District
2930 Gay Avenue
San Jose, CA 95127
Phone: (408)928-6935 office
Email: sandra.garcia@arusd.org

FOR SPRINGBOARD:

Sanjeev Midha
Interim President, Springboard Collaborative
2 Penn Center, Suite 1160
1500 JFK Blvd
Philadelphia, PA 19102
Email: s.midha@springboardcollaborative.org

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15. **Force Majeure.** Neither **Springboard** nor **Program Provider** shall be deemed to have breached any provision of **AGREEMENT** as a result of any delay, failure in performance, or suspension or prevention of the performance of any obligation under **AGREEMENT** resulting directly from events beyond either party's reasonable control including, but not limited to fire; flood; weather events; acts of God or other casualties; the laws or actions of any governmental authority; declaration of state emergency; acts of terrorism; or law enforcement activity. In mutual collaboration, **Springboard** and **Program Provider** will either seek to reschedule any cancelled events at a mutually agreeable date or cancel performance with no penalty if it has not yet been completed.

16. **Dispute Resolution.** If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually agreed-upon mediator in Philadelphia County, Pennsylvania. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by the parties. If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to a mutually agreed-upon arbitrator in Philadelphia County, PA. The decision of the arbitrator shall be final and legally binding. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so. Costs of arbitration, including attorney fees, will be allocated by the arbitrator. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to costs of suit, including reasonable attorney's fee for having to compel arbitration or defend or enforce award.

17. **Indemnification. Program Provider hereby agrees to indemnify and hold harmless Springboard as well as its Board of Directors, its officers, agents, legal representatives, employees, volunteers, successors, and assigns, from and against any and all losses, liabilities, damages, demands, fees and expenses or causes of actions (whether negligent or intentional), which may incur based upon a breach of any term or condition of this Agreement.**

18. **Governing Law.** This **AGREEMENT** shall be construed to be made and interpreted under the laws of the Pennsylvania.

19. **Severability.** If any clause, provision or section of this Agreement shall, for any reason, be held illegal or invalid by a court or state or federal agency, the illegality or invalidity of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections hereof, and this Agreement shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained herein.

IN WITNESS WHEREOF, and intending to be legally bound, the parties, by their duly authorized representatives, have caused this **AGREEMENT** to be executed.

ALUM ROCK SCHOOL DISTRICT

_____

_____ By: _____

Date

Dr. Hilaria Bauer, Superintendent

SPRINGBOARD COLLABORATIVE

July 19, 2022 By: DocuSigned by: Sanjeev Midha 91E90520FBFC4AE...

Date

Sanjeev Midha, Interim President

SCHEDULE A:

SPRINGBOARD PROGRAM MATERIALS

The following list of **Program Materials** shall apply to **AGREEMENT** between **Alum Rock School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. **DEFINITIONS:** This section shall encompass all definitions in the **AGREEMENT** (§2), Schedule B, Schedule C, and as follows herein:

B. **FELA Resources and Tools**

B.1. Curricula

B.1.1. Springboard will digitally deliver Springboard reading readiness and phonics lessons, Family Workshop slides with facilitator notes for a five-workshop series, presentation notetakers, and Reading Tip Sheets via Google Drive or other digital tool.

B.1.2. Program Provider and **Educators** will lose access and permission to use **Professional Development Materials, Curricula** and all other **Program Materials** on **Final Day** of **Springboard Program** without express written consent by **Springboard**.

B.1.3. Curricula, and other **Program Materials,** are non-transferrable.

B.1.4. Curricula, shared digitally, may only be disseminated by **Program Provider** to students and **Educators** within the context of the **Springboard Program** only, as governed by this **AGREEMENT**.

B.1.5. Educators will be granted access to **E-books** through a vendor selected by **Springboard** to accommodate **Springboard Program Curricula** with leveled reading materials.

B.2. Program Incentives

B.2.1. Springboard will deliver Tier I and Tier II **Program Incentives** as defined by **Springboard** to **Program Provider** at a mutually agreed upon centralized site and stage of **Springboard Program**.

B.2.2. Springboard provides **Program Incentives** only for each student who earns them by reaching targeted **Growth Goals**.

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B.2.3. Program Leader is responsible for receiving **Program Incentives** and maintaining them in a secure place until distribution.

B.2.4. Program Provider is responsible for distributing **Program Incentives** to families in accord with growth goals (Schedule C, section B.3.2.) defined for each student at the outset of programming, and in a timely fashion.

B.2.5. Program Provider will return all unearned **Program Incentives** to **Springboard** at the conclusion of **Springboard Program** if requested.

C. Additional Springboard Resources

C.1. Not applicable

C.2. Not applicable

C.3. Not applicable

SCHEDULE B:

PAYMENT AND TERM OF SERVICE CONDITIONS

The following terms shall apply to **Alum Rock School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. DEFINITIONS: This schedule shall encompass all definitions in the **AGREEMENT** (§2), Schedule A, Schedule C, and as follows herein:

B. TERM.

B.1. The AGREEMENT shall commence on the later date it is signed by both the **Program Provider** and **Springboard** (the "**Execution Date**") and shall expire 90 days following the end of **Springboard Program** (the "**Expiration Date**"). Both parties may agree to extend the **Expiration Date** of the **AGREEMENT** by an addendum (as specified in **AGREEMENT** § 12).

B.2. If applicable, **Springboard** will retain the right to collect and retain educational and demographic data from **Program Provider** through the expiration of this **AGREEMENT**.

C. PRICING INFORMATION:

C.1. Program Season: Fall 2022
C.2. Total Number of Sites: 6 sites
C.3. Expected Enrollment: 210 students
C.4. Support Package Fee (per Site): $ 2,500

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C.5. Student Bundle Fee (per **Expected Enrollment**): $ 100

C.6. Expected Total Payment: $ 36,000

D. ENROLLMENT.

D.1. Expected Enrollment means the number of students projected to register in **Springboard Program(s)** as determined by the parties, as specified in Section C.3 of this Schedule B.

D.2. Program Provider agrees to pay **Student Bundle Fee** as defined in C.5 (Schedule B) per **Expected Enrollment** defined in C.3 (Schedule B). **Program Provider** may request an addendum to reflect **Expected Enrollment** reductions, if reductions exceed 20%. Only requests made in writing, and at least two weeks prior to the first scheduled day of **Springboard Program** will be considered. **Springboard** will evaluate requests on a case basis. **Springboard** reserves the right to reject any request, or apply an adjustment threshold.

D.3. Extra Enrollment means students in excess of **Expected Enrollment** that attend twenty-five percent (25%) or more of the **Springboard Program(s)** as determined by **Springboard**.

D.4. Enrollment means the number of students that attended at least 1 **Springboard Program(s)** session or more of the **Springboard Program(s)** as determined by **Springboard**. For the purposes of **Total Payment** due, **Enrollment** is said to be equal to **Expected Enrollment** upon execution of this **AGREEMENT**, per considerations in D.2 (Schedule B) unless adjusted upward for **Extra Enrollment** as noted in D.5 (Schedule B).

D.5. Payment Adjustment shall be added to **Second Payment** and equals **Extra Enrollment** (if applicable) multiplied by the **Student Bundle Fee** in C.5 of this Schedule B.

E. COSTS. In support of the **Springboard Program(s)**, **Program Provider** shall pay:

E.1. Educators: Program Provider hires and compensates Educators for their time in PD, [virtual] home visits/team building huddles, family workshops, student instruction, and PLCs (~75 hours per educator).

E.2. Program Leader: **Program Provider** designates and compensates a **Program Leader** for each **Springboard Program** site to support site **Educators** in implementing the **Springboard Program**. **Springboard** specialists work directly with the **Program Leader(s)** to support implementation.

E.3. Costs associated with digital technology platforms used for implementation, and to ensure that all students have access to requisite technology in **AGREEMENT**, section 5.7.1.

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F. PAYMENTS.

F.1. Total Payment due from **Program Provider** is **$ 36,000**, unless adjusted in accordance with the foregoing paragraph.

F.2. Invoices. Except as otherwise provided herein, **Springboard** will send **Program Provider** an invoice for each payment with a designated payment due date as Net 30 days. **Program Provider** shall pay **Springboard** in two installments as follows:

F.2.1. Upon execution of the **AGREEMENT**, **Program Provider** will be invoiced for **First Payment** (50% of **Total Payment**) by **Springboard**, which is non-refundable. **First Payment** is required in order for **Program Provider** to gain access to the **Springboard** products and services described in the **AGREEMENT**. This payment shall be delivered to **Springboard** (i) overnight courier or U.S. Priority Mail via certified check or standard check, or (ii) via ACH payment (preferred).

F.2.2. Program Provider will be invoiced **Second Payment** for the remaining 50% of **Total Payment** and **Payment Adjustment** on the **Final Day** of **Springboard Program**. **Second Payment** is non-refundable.

F.3. Consequences of Delinquent Payment - Default

F.3.1 If **Program Provider's** payment is more than thirty (30) days late from assigned due date, **Program Provider** will be deemed to be in default (**Default**).

F.3.2 If in **Default**, **Program Provider** shall pay penalty charges of two percent (2%) per month for every thirty (30) days past the original date of invoice.

F.3.3 If **Program Provider** is in **Default**, **Springboard** may terminate this **AGREEMENT** immediately.

F.3.4 In the event of termination as a result of **Default**, **Program Provider** must return any materials or resources received from **Springboard,** upon demand.

F.3.5 In the event of termination as a result of **Default**, **Program Provider** must assume full responsibility for lost wages to **Program Leader**, **Educators**, and any other **Springboard Program** staff.

SCHEDULE C:

SPRINGBOARD PROGRAM COMPONENTS

The following Scope of Work shall apply to **Alum Rock School District (Program Provider)** and **Springboard Collaborative (Springboard)**:

A. **DEFINITIONS:** This section shall encompass all definitions in the **AGREEMENT** (§2), Schedule A, Schedule B, and as follows herein:

B. **Responsibilities of Springboard**

B.1. FELA Support

B.1.1. Program Management

B.1.1.1. Springboard will furnish dedicated **Springboard Coach**(es) to support implementation of **Springboard Program** based in **FELA Methodology.**

B.1.2.2. Educators: **Program Provider** is responsible for recruiting, hiring and compensates **Educators** for their time in PD, [virtual] home visits, family workshops, student instruction, and PLCs (~75 hours per educator).

B.1.2.3. Program Leader: **Program Provider** designates and compensates a **Program Leader(s)** to support groups of Educators in implementing **Springboard Program. Springboard** specialists work directly with the **Program Leader(s)** to support implementation.

B.1.2.4. Program Provider will select an **Enrollment Coordinator**, who will be responsible for recruiting students to achieve the **Expected Enrollment** target.

B.1.2.5. Enrollment Coordinator will be compensated by **Springboard** with a bonus for each student **Enrollment** at a value defined in a formal offer letter agreement.

B.1.2. Program Planning

B.1.2.1 Springboard Coach will host the initial **Springboard Program** planning meeting.

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B.1.2.2 Springboard Coach provides up to 4-hours total of pre-program support with implementation.

B.1.2.3 Springboard Coach will be available to **Program Provider** for a maximum of 8-hours of in-program coaching during **Springboard Program**.

B.1.2.4 Springboard Coach will host remote **Coaching Sessions** for **Program Leaders.**

B.1.3. Professional Development (PD)

B.1.2.1. Educators and **Program Leader** will attend 6-hours of virtual **Professional Development** prior to **Springboard Program**.

B.1.2.2. Springboard will grant access to on-demand web-based **Professional Development Materials.**

B.1.2.3. Program Leader will facilitate weekly PLCs using **Springboard** created **Professional Development Materials**.

B.1.2.4. Springboard will train **Enrollment Coordinator** in a 30-minute session delivered virtually.

B.2. Data portal and enrollment communications

B.2.1. Educators and **Program Leader** will access **Curricula** and track **Growth Goals** via **Data System**.

B.2.2. Springboard provides credentials for **Springboard Connect** to enrolled families for the duration of **Springboard Program**.

B.2.3. Program Provider receives an **Impact Report**, which details site accomplishments including registration, attendance, **Program Incentives** earned, and growth goals met, at a scheduled date after the final day of **Springboard Program**.

B.2.4. Program Provider will be responsible for prompt submission of student attendance and assessment data into **Data System.**

C. Additional Springboard Resources

C.1. Not applicable
C.2. Not applicable
C.3. Not applicable

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT

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: Norma Flores, Director of Student Services

Re: Sound Soulutions

Date: August 18, 2022

Summary: Sound Soulutions licensed therapist will provide 8 music therapy groups per series, 60 minutes each. Once a week for youth who struggle with traditional therapy. Groups will provide healthy coping skills and assist to improve behavior and mood. Groups can be offered at any ARUSD middle school site that would like to participate. Sound Soulutions will also provide four 60-minute parent workshop, virtually or in person. If virtually SLS team will support with Zoom links. Parent workshops can be offered district wide if virtually. This will support with student and parent relationship.

Recommendation: Staff Recommends the Board approve the contract Sound Soulutions not to exceed $13,500 per site, cost to the district.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. _____

Submitted by: Norma Flores

☑ **Independent Contract** ☐ **MOU**

☑ Master Contract

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: Sound Soulutions

Address: 19 Birch Ave City: Sunnyvale State: CA Zip: 94086

Phone: (669) 600 9577 Email Address: soundsoulutions75@gmail.com

SSN: _____ or Fed I.D. #: 87-2535219

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on September 9th, 2022, and will diligently perform as required and complete performance by June 30th, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

Sound Soulutions licensed therapist will provide 8 music therapy groups per series, 60 minutes each. Once a week for youth who struggle with traditional therapy. Groups can be offered at any ARUSD middle school site that would like to participate.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

✔ b. **Other:** $_____ (describe rate agreement) not to exceed $13,500 per site

010-0000-0-5815-00-0000-3130-000000-340-3220

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
										MASTER	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SOUND SOULUTIONS

Create Empower Conquer

Sound Solutions

Description of Services: Sound Solutions will provide the following program/services:

a) Sound Solutions program will provide services at designated school sites (to be determined). Sound Solutions mission is to heal at risk /traumatized youth by introducing replacement behaviors for unhealthy maladaptive behaviors. Using creative art techniques and therapeutic modalities, Sound Solutions works to improve participant's mood, coping resulting in fewer depressive symptoms and improved school performance. The primary goal of Sound Solutions is to improve student's social emotional needs and sustain improved behaviors by including family to support improved behavior.

b) Sound Solutions agrees to provide behavioral health services (including group therapy, collateral, and case management) at designated school sites. Program will provide group therapy 1 hour 1 time a week for 8 weeks of creative art therapy by a licensed therapist for 10 students. Programs compose of 1,2, or 3 units. Each unit is 8 weeks long. The cost of each unit is $5,500.

c) Sound Solutions program serves middle school and high school students. Program can provide individualized programming based on unique needs. Sound Solutions referral criteria recommendation for selection of students. Student must meet the following criteria: Traumatizing event (i.e loss of loved one, divorce, bullied), Poor self-advocacy skills, Poor communication skills, Poor academic and study skills, Poor response to traditional treatment modalities, Demonstrates a "red flag" or concern

Services Provided: The Provider agrees to provide the following services, materials and/or products: On-site creative art and behavioral health services. Services include, family collateral sessions, skill building training to assist youth in improving poor behavioral habits, creating beats/songs to enhance healthy coping, learn DJ skills, create sounds using a beat machine, relaxation techniques, increase self-expression using music/art to improve mindfulness and building positive peer relationship. The provider will provide the following materials to students for learning: beat machines, Dj/music equipment, markers, crayons, and paper

Schools Participation: The schools will provide a confidential room space. The school will request HIPAA forms to obtain addresses for participants (mailing purposes) and/or a liaison to coordinate sending mail to participants.

SOUND
SOULUTIONS

Create Empower Conquer

Family Participation: The family will be available prior to the start of the program to review the program structure. Family will be required to understand program topics and expectations. Family will be available for brief check-ins throughout the program. Family will complete pre and post surveys.

Participant Expectations: Participants are expected to arrive on-time to each session, if a participant is absent, they must provide a written note excusing them from the session from a teacher/staff or parent Participant is required to learn and demonstrate values during sessions as well as at home, at school and in their communities. Participant will have all curriculum and materials at every session. Participant will participate in a brief pre and posttest of reflection and progress around improved symptoms. Participate will be required to the best of their ability to participate during each session

SOUND SOULUTIONS

Create Empower Conquer

Sound Soulutions LLC

1. **Description of Services:** Sound Soulutions will provide the following program/services to ARSUD:

a. Sound Soulutions program will provide services at designated school sites (TBD). Sound Soulutions parenting workshops strive to provide support and develop healthy relationships, substance use education, and improve child's mental health. The program will provide culturally sensitive material along with evidenced based practice to develop sustained positive change, effective communication and other strategies to guide children on a path into developing into a responsible and courageous adult.
b. The program agrees to provide parenting workshops at designated school sites. The program will provide parenting workshops 1 hour 1 time a week for 4 weeks for parents within the school district. The Contract cost to the district for the 4 parenting workshops is $1,500
c. Sound Soulutions program serves middle school and high school students. The program will provide services to parents who have a student within the district who: struggles with academic/study skills, and mental health or substance abuse issues.
d. Parents engaged in services will (i) Gained knowledge about behaviors that support their child/family and increase well-being; (ii) Improved family relationships; (iii)Increased their connectedness with school; and (iv) Participated in at least one of the indicated school-based activities. iii. Improve student academic outcomes, health, and well-being.

The format of the parenting workshops will go as follows:

4 Week Sessions	Guardians	60 Minute Session Format
Parenting Workshops	**Guardians of youth ages 10 to 18**	• **10 Minute Success/Challenges check in** • **45 Minutes Core Curriculum** • **5 Minute take aways from group**

SOUND SOULUTIONS

Create Empower Conquer

Session Structure

Unit One	Unit Two
Group Introduction • **Meet/Greet** • **Expectations** • **Youth Development**	**Positive Communication** • **"I" statements** • **Listening Skills** • **Compromising**
Unit Three	**Unit Four**
Reducing Risky Behavior • **Signs and Symptoms** • **Drug use** • **Mental health awareness**	**Positive Consequences** • **Why it works** • **Token Economy** • **Reward Punishment contracts**

Participate Expectations:

a. Understand program topics and expectations
b. Complete all surveys provided to them.
c. Arrive on-time to each session, contact facilitator if cannot make workshop
d. Learn and demonstrate values during sessions as well as at home
e. Have all curriculum and materials at every session
f. Participate in a brief pre and post test of reflection and progress around improved symptoms.
g. Participate to the best of ability during each session

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Student Services (School/Dept.) VENDOR NO. 013882

PROGRAM MANAGER: Norma Flores

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

   Name of Individual/Company: YMCA of Silicon Valley - Project Cornerstone

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

   Phone: (408) 351-6482 Email Address: ziem@projectcornerstone.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2022 end date June 30, 2023

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

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

   Project Cornerstone will support in ARUSD's efforts to provide a positive school climate by conducting workshops/engagement programs for staff, parents and students on various topics including bullying prevention at school sites wishing to participate.Services may be delivered virtually if necessary.

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

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

   X b. **Other:** $10,500.00 (describe rate agreement) Flat Rate

   Budget Code: 010-0000-0-5815-00-1110-3130-000000-340-5210

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
010	340	5210	5815	$10,500.00		

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

the YMCA

FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

PROJECT CORNERSTONE
A YMCA of Silicon Valley Initiative

Memorandum of Understanding

YMCA of Silicon Valley Project Cornerstone & Alum Rock Union School District
School Partnership Agreement
July 2022 – June 2023

This memorandum of understanding outlines the agreement between the YMCA of Silicon Valley Project Cornerstone (Project Cornerstone) and Alum Rock Union School District (ARUSD) regarding implementation of the Project Cornerstone School Partnership during the period of July 2022 – June 2023.

Project Cornerstone will continue to collaborate with school partners while adhering to current federal, state, and county COVID guidelines, including those prescribed for parents, non-staff, and volunteers in an on- and/or off-campus function/role/position. Content for training, workshops, programs, and services may be modified, and delivery may include any of the following: in-person, on-line, or a hybrid of both, as agreed upon by the school partner and Project Cornerstone.

Project Cornerstone will support ARUSD's efforts to provide a positive school climate with social and emotional learning support for all its students and to increase parent/adult and staff engagement. The goal of this collaboration is to educate both adults and students on how to create an environment where all youth succeed and thrive:

1. Use of Resources:
    a. Project Cornerstone will assign the School Partnerships Director or Executive Director to provide service coordination.
    b. ARUSD will assign a liaison to coordinate services.
    c. ARUSD will provide space for services and programs at no cost to Project Cornerstone.
2. Payment and Service Report Terms:
    a. ARUSD will pay Project Cornerstone $10,500 due August 5, 2022.
    b. Project Cornerstone will submit an end-of-year report on services provided by mid-June 2023.
3. Coordination and Delivery of Services from the Project Cornerstone "menu" *may* include services/programs such as the following, depending on ARUSD's needs/calendar and Project Cornerstone's staffing capacity/calendar:
    a. Training and coaching to school site staff on Developmental Assets/Developmental Relationships (e.g., caring school climate, service to others, positive adult role models, and school engagement) and their link to greater academic achievement and Social and Emotional Learning, or any other relevant topic for staff as added by Project Cornerstone.
    b. Parent Education workshops on topics such as Developmental Assets, Developmental Relationships, bullying prevention, strengthening relationships, understanding adolescents, and supporting youth at school and home in the areas of stress management, talking about current events/race, racism, and equity, or any other relevant topic for parents/adults as added by Project Cornerstone.
    c. ***Take It Personally*** educational workshop series in the district for parents/adults: These workshops are 90 minutes each for six weeks. This MOU does not cover the $20 per participant cost of the workbook and other materials. Project Cornerstone is open to exploring ways to address this, such as: asking participants for a suggested donation, or invoicing ARUSD separately while not asking participants, or accepting a donation in any amount from ARUSD.

d. At elementary school sites: ***Bilingual Pre-School/Transitional Kindergarten (PK/TK)***, ***Asset Building Champions (ABC)***, and/or ***Los Dichos*** program(s), including the 2022-23 curriculum, training, and support.

e. At middle school sites: ***Middle School SEL (Social and Emotional Learning) Program*** including the 2022-23 curriculum, training, and support. Other middle school asset building activities may also be supported.

f. Half-day student workshop, ***Expect Respect***, and ongoing support to develop leadership skills, educate students about ways to reduce bullying, and promote healthy behaviors on campus. Students will develop action plans to promote safe, caring school climates, which will be implemented during the school year with the support of the school's faculty/adult advisor.

g. Additional services may be provided based on availability and staff capacity.

4. Insurance
The YMCA of Silicon Valley (YMCA) will maintain for the duration of this agreement insurance against claims for injuries to person or damages to property which may arise from the YMCA, its agents, representatives, employees, or subcontractors.

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

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

6. Application Law
This Agreement represents the entire understanding of the parties, and it is under jurisdiction and subject of the State of California.

7. Termination of Agreement
Each party has the right to terminate this contract if the other party has materially breached any obligation herein and such breach remains uncured for a period of thirty (30) days after written notice thereof is sent to the other party.

YMCA of Silicon Valley Project Cornerstone	Alum Rock Union School District
Mary Haughey	
Authorized Signature	Authorized Signature
Mary Hoshiko Haughey	Dr. Hilaria Bauer
Printed Name	Printed Name
Chief Operating Officer	Superintendent
Title	Title
07 / 26 / 2022	
Date	Date

14.11

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/September 8, 2022.**

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: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval

Meeting: September 8, 2022
Regular Board Meeting

14.11
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
September 8, 2022

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Abely, Matthew	Core/Sheppard Middle School	08/12/2022
2.	Arreola, Luis	Core/Sheppard Middle School	08/12/2022
3.	Avdic, Tifa	Core/Ocala Steam Academy	08/12/2022
4.	Avila, Jenifer	Counselor/Aptitud Comm at Goss	08/12/2022
5.	Aviv, Tehila	SDC/Russo/McEntee Academy	08/12/2022
6.	Blackman, Denise	Core/Aptitud Comm at Goss	08/12/2022
7.	Bravo, Mary	Tosa-Vils Coach/Renaissance Academy I	09/06/2022
8.	Carder, Michael	RSP/Sheppard Middle School	08/24/2022
9.	Derby, Madelaine	Lang. Arts/Renaissance Academy I	08/12/2022
10.	Dhami, Harmeet	Elective/Renaissance Academy I	08/12/2022
11.	Dibble, Steven	Core/Sheppard Middle School	08/12/2022
12.	Domingo, Tiffany	4/McCollam Elementary	08/12/2022
13.	Donnelly, Madison	RSP/Renaissance Academy I	08/12/2022
14.	Edwards, Amanda	Math/Renaissance Academy I	08/12/2022
15.	Flores, Matthew	RSP/George Middle School	08/12/2022
16.	Garimella, Sai Kalyani	RSP/Cureton Elementary	08/12/2022
17.	Greenwell, Darwin	Core/George Middle School	08/12/2022
18.	Gutierrez, Jaime	4/San Antonio Elementary	08/12/2022
19.	Gutierrez, Viviana	4 Bil Spanish/Adelante Academy I	08/12/2022
20.	Hinsch, Laura	Tosa-Vils Coach/Renaissance Academy I	08/29/2022
21.	Howard, Matthew	P.E./Aptitud Comm at Goss	08/15/2022
22.	Huang, Ke	SDC/Russo/McEntee Academy	08/12/2022
23.	Ireland, Kenneth	SDC/Renaissance Academy II	08/12/2022
24.	Le, Vanessa	Speech Therapist/Special Education Dept.	08/12/2022
25.	Maddox, David	Lang. Arts/Renaissance Academy I	08/12/2022
26.	Malek, Bassem	Elective/Renaissance Academy II	08/12/2022
27.	Martinez, Jonathan	Psychologist/Special Education Dept.	08/12/2022
28.	McCombs, Karen	SDC/Aptitud Comm at Goss	08/12/2022
29.	Molina Lopez, Valentin	Core Bil Spanish/Adelante Academy II	08/12/2022
30.	Moore Jr, Derek	Social Sci/Renaissance Academy I	08/12/2022
31.	Muthukumar, Subashini	SDC/Cureton Elementary	08/12/2022
32.	Ng, Felicidad	SDC/Cassell Elementary	08/12/2022
33.	Ortiz, Bianca	RSP, Special Ed/Adelante Academy I & II	08/12/2022
34.	Paredes III, Rafael	Adapted P.E./Special Education Dept.	08/12/2022
35.	Perez, Celia	Core/George Middle School	08/12/2022
36.	Rivero Garcia, Sara	4 Bil Spanish/Adelante Academy II	08/12/2022
37.	Romero, Arianna	2/Cureton Elementary	08/12/2022
38.	Ryu, Kenneth	Social Sci/Renaissance Academy II	08/12/2022
39.	Sachdeva, Natasha	1/Linda Vista Elementary	08/12/2022
40.	San Juan, Guadalupe	1 Bil Spanish/Adelante Academy I	08/12/2022
41.	Sanchez, Sarah	Core/Hubbard Media Arts Academy	08/12/2022
42.	Santana, Chastidy	RSP, Special Ed/Aptitud Comm at Goss	08/12/2022
43.	Soliveres, Shella	SDC/Cassell Elementary	08/12/2022

44. Souto, Andrea	4/Painter Elementary	08/12/2022
45. Stephenson, Kelsey	SDC/Renaissance Academy I	08/12/2022
46. Timmins, Jennifer	Tosa-Induction & New Teacher/Academic Services Dept.	08/12/2022
47. Trafach Morais, Mireia	5 Bil Spanish/Adelante Academy II	08/12/2022
48. Tran, Gloria	3/Painter Elementary	08/12/2022
49. Trejo, Cynthia	3 Bil Spanish/Adelante Academy II	08/12/2022
50. Vittalbabu, Chandrasheka	Speech Therapist/Special Education Dept.	08/12/2022
51. Wong, Cassandra	Speech Therapist/Special Education Dept.	08/12/2022
52. Yunus, Rahma	4/5 Combo/Cassell Elementary	08/12/2022

II. New Hire-Substitute Teacher:

1. Berman, Andrew	08/17/2022
2. Braithwaite, Elizabeth	08/22/2022
3. Gomez, Valeria	08/16/2022
4. Jayakumar, Suchitra	08/17/2022
5. Li, Mariah	08/01/2022
6. Page, Pamela	08/19/2022
7. Raab, Dorothy	08/24/2022
8. Ram-Prasad, Sushila	08/22/2022
9. Urata, Andrew	07/25/2022
10. Vizcarra, Maria	08/24/2022

III. Substitute Residential Teacher Contracts:

1. Balilo, Sarah	08/16/2022-9/30/2022
2. Donoghue, Margo	08/16/2022-8/31/2022
3. Faines, Anna	08/16/2022-10/31/2022
4. Fenstermaker, Andrew	08/16/2022-10/31/2022
5. Landin, Tania	08/16/2022-9/30/2022
6. Mendoza, Javier	08/16/2022-10/31/2022
7. Morquecho, Leticia	08/16/2022-10/31/2022
8. Perez, Irving	08/16/2022-10/31/2022
9. Shukla, Ratna	08/16/2022-10/31/2022

IV. Short Term Student Counselor Services Agreement:

1. Guzman Hernandez, Jonathan	08/01/2022-06/30/2023
2. Le, Trang	09/01/2022-11/01/2022
3. Wallace, Sarah	08/01/2022-06/30/2023

V. Employee Contracts:

1. Schierling, Judith	Professional Development/Russo/ McEntee	09/11/2022 – 05/09/2023
2. Castro, Patrice	El Pac Coordinator/Dorsa Elementary	09/01/2022 – 06/08/2023
3. Qin, Jie	Registered Nurse	09/08/2022 – 06/30/2023

CERTIFICATED CHANGES OF STATUS:

VI. Initial Variable Term Credential Waiver Request:

1. Ng, Felicidad	Mild/Moderate Teaching Credential
2. Millan, Yvonne	1/Linda Vista Elementary

VII. Provisional Internship Permit:

1. Rosales, Paulina — Art Teacher, 6-8 grade
2. Tran, Donny — Elementary Teacher, 3rd grade

VIII. Personal Leave of Absence:

1. Patel, Sandip — SDC/Cassell Elementary — 07/01/2022-06/30/2023

CLASSIFIED PERSONNEL – September 8, 2022

CLASSIFIED OFFERS OF EMPLOYMENT:/

I. New Employee:

1.	Arciga, Guadalupe	Paraeducator Special Education II/Renaissance II	04/15/2022
2.	Balcazar, Maria	Paraeducator Special Education II & Campus Paraeducator/Renaissance I	05/26/2022
3.	Botello, Azucena Aguilar	Paraeducator Special Education II/Lyndale	08/15/2022
4.	Chavez, Becky	Paraeducator Special Education II/McCollam	08/15/2022
5.	Cisneros, Maria	Paraeducator Special Education I & Campus Paraeducator/George	08/15/2022
6.	Colburn, Heather	School Office Assistant/L.U.C.H.A	08/17/2022
7.	Cook Donna Kambria	Paraeducator 9.5mo/Aptitud at Goss	08/15/2022
8.	Huerta, Jorge Montiel Tapia	Head Custodian I- Elementary/Dorsa	08/16/2022
9.	Puyat, Liberacion Hernandez	Paraeducator Special Education I/Renaissance I	04/15/2022
10.	Quesada, Patricia	Paraeducator 9.5mo/Meyer	08/15/2022
11.	Rodriguez, Jennifer	Paraeducator 9.5mo/McCollam	08/15/2022
12.	Tapia, Marisol	Paraeducator Special Education II/Ocala	08/15/2022
13.	Villaescusa, Lucia Zaragoza	Paraeducator 9.5mo/Hubbard	08/15/2022

II. Change of Status:

1.	Galicia, Paula L	Paraeducator Special Education II/Sheppard	02/18/2022
2.	Guardado, Iris	Paraeducator 9.5mo & Campus Paraeducator/Chavez	08/15/2022
3.	Gonzalez, Teresa Ann	School Office Assistant/Adelante I	08/22/2022
4.	Hernandez, Magdalia	Bus Monitor & Campus Paraeducator/Hubbard	02/14/2022
5.	Kumar, Vandana	Paraeducator Special Education II/McCollam	08/15/2022
6.	Manzo, Yadira R	Lead Custodian/Special Projects/M.O.T	08/16/2022
7.	Pardo, Dalyibe	School Administrative Assistant/Cassell	08/03/2022
8.	Valdovinos, Andrea	Campus Paraeducator & Paraeducator 9.5mo/ Adelante I	05/04/2022
9.	Villasenor, Aida C	Campus Paraeducator/Adelante II	02/14/2022

III. Retirement:

1.	Allen, Susan	School Administrative Assistant/Cassell	07/25/2022

IV. Deceased:

1.	Stewart, Letitia	School Administrative Assistant/McCollam	07/27/2022

V. Contracted Employee:

1.	Cervantes, Rogelio	Instructor Mariachi Program/Music Department	09/09/2022-06/30/2023
2.	Floirendo, Ian-Carl	Instructor AR Jazz Program/VAPA Program	09/09/2022-06/30/2023
3.	Ramos, Zaida	Music Director-Mariachi/Music Department	09/09/2022-06/30/2023
4.	Ramos-Perez, Juan Manuel	Music Director-Mariachi/Music Department	09/09/2022-06/30/2023
5.	Sanchez, Clayton	Instructor AR Jazz Program/VAPA Program	09/08/2022-06/30/2023

14.12

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 Current Enrollment.

Information Only

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

To the Board of Trustees: Meeting: September 8, 2022
Information Only Regular Board Meeting

14.12
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Master Enrollment

without Independent Study
as of Aug 31, 2022 11:30:13 AM

School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Adelante 1 K-8	6	13	51	58	62	56	58	48	54	34	51	**491**	0	491	2	493
Adelante 2 K-8	4	15	48	48	49	47	43	30	15	16	10	**325**	0	325	1	326
Aptitud K-8	7	6	22	45	48	44	55	51	57	45	38	**418**	8	426	2	428
Cassell ES	0	8	34	43	39	38	43	49	0	0	0	**254**	15	269	0	269
Chavez ES	2	6	19	0	0	0	0	0	0	0	0	**27**	0	27	13	40
Cureton ES	0	9	34	38	37	36	49	44	0	0	0	**247**	17	264	2	266
Dorsa ES	0	9	32	42	47	49	47	63	0	0	0	**289**	21	310	2	312
Hubbard K-8	4	8	40	38	51	41	47	64	52	53	55	**453**	4	457	3	460
Linda Vista ES	6	15	58	69	77	66	77	57	0	0	0	**425**	24	449	13	462
LUCHA ES	6	12	23	39	40	53	47	38	0	0	0	**258**	0	258	0	258
Lyndale ES	10	9	48	50	46	33	41	50	0	0	0	**287**	15	302	23	325
McCollam ES	11	18	46	58	60	70	63	63	0	0	0	**389**	33	422	0	422
Meyer ES	10	4	35	44	31	48	45	49	0	0	0	**266**	20	286	11	297
Painter ES	17	16	44	57	53	46	41	47	0	0	0	**321**	0	321	4	325
Russo McEntee ES	9	11	45	41	49	47	46	56	0	0	0	**304**	31	335	1	336
Ryan ES	4	16	27	35	39	51	37	46	0	0	0	**255**	16	271	3	274
San Antonio ES	10	12	34	41	54	65	74	66	0	0	0	**356**	9	365	2	367
George MS	0	0	0	0	0	0	0	0	132	119	139	**390**	1	391	0	391
Ocala MS	0	0	0	0	0	0	0	0	132	115	123	**370**	12	382	0	382
Renaissance 1 MS	0	0	0	0	0	0	0	0	97	120	135	**352**	16	368	0	368
Renaissance 2 MS	0	0	0	0	0	0	0	0	90	98	122	**310**	9	319	0	319
Sheppard MS	0	0	0	0	0	0	0	0	160	169	158	**487**	8	495	0	495
	106	**187**	**640**	**746**	**782**	**790**	**813**	**821**	**789**	**769**	**831**	**7274**	**259**	**7533**	**82**	**7615**

Independent Study Enrollment

as of Aug 31, 2022 11:30:13 AM

School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK	TTL W/ SDC & PK
Russo McEntee ES	0	0	1	3	3	11	12	6	0	0	0	**36**	1	37	0	37
Renaissance 2 MS	0	0	0	0	0	0	0	0	3	12	10	**25**	0	25	0	25
	0	**0**	**1**	**3**	**3**	**11**	**12**	**6**	**3**	**12**	**10**	**61**	**1**	**62**	**0**	**62**