ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
February 9, 2023

Thursday, February 9, 2023
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #14-22/23

The February 9, 2023, 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/85088353797
One tap mobile
+16699006833, Meeting ID: 850 8835 3797# 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 MINH PHAM.

1.02 DISCUSSION AND/OR MODIFICATION(S) OF THE AGENDA. The Board may change the order of business including, but not limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.

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

2. PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD

2.01 PUBLIC MEMBERS WHO WISH TO ADDRESS THE BOARD ON MATTERS NOT ON THE AGENDA: REQUESTS TO ADDRESS THE BOARD provides members of the public an opportunity to speak about any matter under the jurisdiction of the District but not on this agenda. (If the subject you wish to discuss is already on this agenda, please provide your comment when that item is called during the meeting.) Those who wish to speak on a within the jurisdiction of the District but not on this agenda should use the "Raise hand" function on Zoom as described above when this agenda item 2.01 is called. The Brown Act prevents the Board from discussing any item not on this published agenda but the Board may refer to staff for follow-up any formal written requests that are brought before the Board at this time. There is a limit of 2 minutes for each speaker. The Board has the right to limit total public comment on any agenda item to no more than 20 minutes. Written matters may be placed on a future meeting agenda.

3. Special Presentation- Discussion, consideration and action.

3.01 PSS will Provide an Update of the DSA Closeout Process.

3.02 LPA and ARC Alternatives will Provide an Update of the Facilities Master Planning Process.

4. COMMENTS AND COMMUNICATION

4.01 Alum Rock Administrator's Association (ARAA).

4.02 Teamsters.

4.03 California School Employee's Association (CSEA).

4.04 Alum Rock Educator's Association (AREA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 Public Hearing Regarding School Bonding Capacity Waiver Request.

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

6.01 Approve Resolution No. 35-22/23 making determination to submit a waiver request to the California State Board Of Education with respect to certain provisions of the Education Code Relating to The Issuance of General Obligation Bonds and Bonding Capacity, And approving related documents and actions.

6.02 2023 Ballot for CSBA Delegate Assembly - Deadline is March 15, 2023. The Board may vote for no more than 6 candidates in the Region or Subregion as indicated on the ballot. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023-March 31, 2025. Ballots must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.

6.03 Discussion/Consideration to Approve Resolution No. 22-22/23 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To The Brown Act For The Period January 20, 2023 - February 20, 2023.

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

7.01 Approve a Pool of Construction Managers for Construction Management Services.

7.02 Approve Pool of Architects for Architectural Services.

7.03 Approve Solar Interconnection Application Preparation by ARC Alternatives for Twenty-One Schools.

7.04 Approve Studio W Architects for Architectural Services for Play Structure and ADA Upgrades at Cassell, LUCHA, and Lyndale and Submission to DSA.

7.05 Notice of Completion and Change Orders for Project B2223-Bonds13 Play Surfaces at Adelante I and San Antonio ES Project.

7.06 Notice of Completion and Change Orders for Project B2223-Bonds17 at Joseph George MS Asphalt Replacement by Silicon Valley Paving, Inc.

8. 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.)

8.01 Approve Resolution No. 32-22/23 Read Across America – March 2, 2023.

8.02 Approve Resolution No. 33-22/23 Women's History Month – March, 2023.

8.03 Approve Resolution No. 34-22/23 Arts Education Month – March, 2023.

8.04 Approve School Sponsored Field Trip List.

8.05 Approve California State Preschool Program (CSPP) Continued Funding Application for Fiscal Year 2023—2024.

8.06 State of California Parks and Recreation: Outdoor Equity Grant (OEG) (Information Only).

9. 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.)

9.01 Resignations (Information Only).

9.02 Approve Resolution No. 36-22/23 Reducing/Laying Off Classified Employee Services.

10. 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.)

10.01 Approve the Contract with Silicon Valley Education Foundation for the 2022/2023 and 2023/2024 SY. This contract will provide an intervention program designed to elevate achievement in math for students entering 3-7 grade through the Elevate Math (EM) program. In addition, Computer Science Institute (CSI) will provide a STEM education computer science program for 7-8 grade students that would not otherwise be exposed to this enrichment program. Submitted by: State and Federal Programs, $237,600 dollars.

10.02 Approve the Contract with ICU Technologies, Inc. for the purchase of interactive panel and display solution boards through CMAS contract #3-23-01-1006. The ClearTouch smartboards will replace outdated classroom smartboards. Submitted: IT Support Services, $$2,883,550 dollars.

10.03 Approve the Contract with CDWG for the purchase of 3,000 Chromebooks to be utilized district-wide. The total cost of the Chromebooks is in the amount of $1,235,250 which will be reimbursed directly to CDWG through ECF grant funds (ECF #97427, Registration #0012123288). Submitted by: IT Support Services, total cost to the District $0.00 dollars.

11. 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.)

11.01 Approve Board Meeting Minutes for the following date: December 15, 2022, Annual Organizational And Regular Board Meeting.

11.02 Approve Acceptance of Donations.

11.03 Approve Fundraising Activities.

11.04 Approve Acceptance of Vendor & Payroll Warrants.

11.05 Approve Acceptance of Grant/Award Notification.

11.06 Approve Memorandum(s) of Understanding.

11.07 Current Enrollment (Information Only).

11.08 Approve/Ratify Notices of Employment and Changes of Status/February 9, 2023.

11.09 Approve Contracts for Professional Services -Firms/Organizations.

12. CLOSED SESSION

12.01 RECESS TO CLOSED SESSION: The Board will recess to Closed Session at approximately 9:00 p.m. Open Session will resume at conclusion of Closed Session.

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

12.03 CONFERENCE WITH LEGAL COUNSEL--Anticipated Litigation: significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code Section 54956.9: Four (4) potential cases.

12.04 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.

12.05 CONFERENCE WITH LABOR NEGOTIATORS, EMPLOYEE ORGANIZATION: AREA (Alum Rock Educators Association); District Negotiators: (1) Hilaria Bauer, Ph.D., Superintendent; (2) Cesar Torrico, Assistant Superintendent, Human Resources; (3) Kolvira Chheng, Assistant Superintendent, Business; (4) Jess Serna, Lead Negotiator.

12.06 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Title: Director of Facilities, Bonds, and Leases

12.07 Public Employee Discipline/Dismissal/Release/Non-Reelection (Government Code Section 54957).

13. RECONVENE TO OPEN SESSION-VIA ZOOM

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

15.01 President adjourns the meeting.

16. NEXT MEETING(S)

16.01 March 9, 2023 (2022-23 School Year).

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

3.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 27, 2023

Subject: **PSS will Provide an Update of the DSA Closeout Process**

****INFORMATION ONLY****

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

INFORMATION ONLY

3.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.02

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: January 27, 2023

Subject: **LPA and ARC Alternatives will Provide an Update of the Facilities Master Planning Process**

****INFORMATION ONLY****

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

INFORMATION ONLY

3.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

5.01

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: January 27, 2023

Subject: **PUBLIC HEARING**
Regarding School Bonding Capacity Waiver Request

Staff Analysis: The District has been authorized by District voters to issue voter-approved bonds pursuant to its 2016 bond measure and its 2022 bond measure. State law limits the amount of outstanding bonded indebtedness an elementary school district may have as of the time of bond issuance to 1.25% of the taxable property of the school district, unless that provision has been waived by the State Board of Education pursuant to the standard waiver provisions available to school districts in the Education Code. In order to issue additional voter-approved bonds in the near future pursuant to each bond measure, it is expected that the District will need to seek a waiver of bonding capacity, seeking increase of the limit above 1.25% to an amount the District's financial advisor projects will be sufficient to issue additional bonds for important voter-approved facilities projects. Notice is hereby given pursuant to California Education Code Section 33050.

PUBLIC HEARING

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

PUBLIC HEARING

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

6.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 27, 2023

Subject: **Consideration of Resolution No. 35-22/23**
Resolution Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the Education Code Relating to the Issuance of General Obligation Bonds and Bonding Capacity, and Approving Related Documents and Actions

Staff Analysis: The District has been authorized by District voters to issue voter-approved bonds pursuant to its 2016 bond measure and its 2022 bond measure. State law limits the amount of outstanding bonded indebtedness an elementary school district may have as of the time of bond issuance to 1.25% of the taxable property of the school district, unless that provision has been waived by the State Board of Education pursuant to the standard waiver provisions available to school districts in the Education Code. In order to issue additional voter-approved bonds in the near future pursuant to each bond measure, it is expected that the District will need to seek a waiver of bonding capacity, seeking increase of the limit above 1.25% to an amount the District's financial advisor projects will be sufficient to issue additional bonds for important voter-approved facilities projects.

Recommendation: Staff recommends that the Board of Trustees adopt and approve Resolution No. 35-22/23 Making a Determination to Submit a Waiver Request as presented

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION SCHOOL DISTRICT
BOARD OF TRUSTEES

RESOLUTION NO. 35-22/23

RESOLUTION MAKING A DETERMINATION TO SUBMIT A WAIVER REQUEST TO THE CALIFORNIA STATE BOARD OF EDUCATION WITH RESPECT TO CERTAIN PROVISIONS OF THE EDUCATION CODE RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS AND BONDING CAPACITY, AND APPROVING RELATED DOCUMENTS AND ACTIONS

WHEREAS, the Alum Rock Union School District (the "District") has obtained voter approval to issue general obligation bonds pursuant to bond elections held in the District and, pursuant to such approvals, has issued general obligation bonds and anticipates issuing additional voter-approved general obligation bonds, all for the purpose of undertaking voter-approved construction and modernization projects; and

WHEREAS, certain provisions of the California Education Code provide that general obligation bonds may only be issued if said issuance does not cause a school district to exceed the applicable bonding capacity limitation, which for non-unified school districts including the District, is 1.25% of the taxable property of the school district; and

WHEREAS, the Board of Trustees has examined the current assessed valuations in the District and the District's outstanding general obligation bond indebtedness, and has determined that in order to undertake its bond issuance plan and issue additional bonds to obtain financing for important voter-approved school facilities projects, it is necessary for the District to pursue a waiver of the bonding capacity limit pursuant to the provisions available to it under State law; and

WHEREAS, the Education Code at Section 33050 and following (the "Waiver Law") provides a process whereby the District can, following a public hearing on the matter, seek a waiver of the application of certain provisions of the Education Code, including the provisions with respect to bonding capacity limitations; and

WHEREAS, the District has determined at this time to request from the State Board of Education, pursuant to the Waiver Law, a waiver of the application of certain sections of the California Education Code in connection with the issuance of voter-approved general obligation bonds with respect to its bonding capacity and provide financing for important voter-approved capital school facility projects; and

WHEREAS, as required pursuant to Education Code Section 33050, the District has on this date held a public hearing on the matter of pursuing such a waiver, which public hearing was held following public notices by publication and posting;

NOW, THEREFORE, the Board of Trustees of the District hereby finds, determines, declares and resolves as follows:

Section 1. Findings. All of the above recitals are true and correct and the Board of Trustees so finds.

Section 2. Determination to File Waiver Request. The Board of Trustees hereby determines that it is in the best interests of the District to apply to the State Board of Education pursuant to the Waiver Law for a waiver of Education Code Section 15268 (the "Bonding Capacity Statute") which requires that the aggregate amount of general obligation bonds issued by the District may not exceed 1.25% of the taxable property of the District as shown by the last equalized assessment of Santa Clara County in order to provide for the issuance of authorized but unissued bonds. The Superintendent or such officer's designee is hereby authorized to complete, execute and file the waiver request seeking a waiver of the Bonding Capacity Statutes up to an amount of 2.21%, and to complete, file and prepare any applications, certifications or other related forms or necessary documentation with the State Board of Education in the forms required by the State Board of Education, and to take all necessary actions in connection therewith, with the assistance of the District's financial advisor.

Section 3. Official Actions. The President of the Board, the Superintendent, the District's Chief Business Officer and other officers of the District, including interim officials if applicable, are hereby authorized and directed to take such additional actions consistent with the intent of this Resolution in connection with the waiver request described herein, which any of them deem necessary and desirable to accomplish the purposes hereof.

Section 4. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

* * * * * * * * *

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union School District of the County of Santa Clara, on February 9, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

_____
President of the Board

_____
Secretary of the Board

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject 2023 Ballot for CSBA Delegate Assembly - Deadline is March 15, 2023. The Board may vote for no more than 6 candidates in the Region or Subregion as indicated on the ballot. All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023-March 31, 2025. Ballots must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.

We received a request from Franklin McKinley School District to add George Sanchez as a "write-in candidate".

Approve

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

To the Board of Trustees: Meeting: February 9, 2023

Approval Regular Board Meeting

6.02
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

California School Boards Association

REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023
MEMORANDUM

To: All District Board Presidents and Superintendents — CSBA Member Boards
From: Susan Markarian, CSBA President
Re: 2023 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Weds. March 15**

Enclosed is the ballot material for election to CSBA's Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district's stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held, and ballots will need to be postmarked by May 1. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked "copy" of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)' required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "**X**" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
REGION 20
(Santa Clara County)

Number of seats: 6 (Vote for no more than 6 candidates)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

- ☐ Theresa Bond (Los Gatos-Saratoga Union HSD)
- ☐ Danielle MS Cohen (Campbell Union SD)*
- ☐ Van Le (East Side Union HSD)*
- ☐ Christopher T. Norwood (Milpitas USD)
- ☐ Carol Presunka (Cambrian SD)*
- ☐ Vaishali Sirkay (Los Altos SD)
- ☐ Bridget Watson (Sunnyvale SD)*

_____ _____
Provision for Write-in Candidate Name *School District*

_____ _____
Signature of Superintendent or Board Clerk *Title*

_____ _____
School District Name *Date of Board Action*

See reverse side for list of all current Delegates in your Region.

REGION 20 – 12 Delegates (11 elected/1 appointed◈)

Director: Devon Conley (Mountain View Whisman SD)

Below is a list of all elected or appointed Delegates from this Region.

County: Santa Clara
Teresa Castellanos (San Jose USD)◈, appointed term expires 2023
Lorena Chavez (East Side Union HSD), term expires 2024
Danielle Cohen (Campbell Union SD), term expires 2023
Van Le (Eastside Union HSD), term expires 2023
Jodi Muirhead (Santa Clara USD), term expires 2024
Mary Patterson (Morgan Hill USD), term expires 2024
Carol Presunka (Cambrian SD), term expires 2023
George Sanchez (Franklin-McKinley ESD), term expires 2023
Jessica Speiser (Los Altos ESD), terms expires 2024
Bridget Watson (Sunnyvale SD), term expires 2023
Vacant, term expires 2023

County Delegate:
Maimona Afzal Berta (Santa Clara COE), term expires 2024

County
Santa Clara

View results

Respondent

64 Anonymous

08:10
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Bridget Watson

3. Full name *

Bridget Lynn Watson

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

9A

9B

9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Sunnyvale School District

6. Years on board *

4

7. Profession

Public School Teacher, Volunteer, Trustee

8. Contact number *

408-540-8598

9. Primary email address *

bridget.watson@sesd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I'm deeply committed to serving our community, and would like to continue to contribute on behalf of our county at the state level. I value CSBA for its resources, advocacy, events, and training and I'm interested in working on projects that will support members to better benefit children and families. I'm an active board member and a dedicated volunteer. I'm a credentialed teacher, a mother of two, and the 1st in my family to earn a college degree - all experiences that form my perspective on the value of each student's voice, choice, and support system. I'm a good communicator with a BA and MA in English, and I have corporate experience in project management. I'm ready to for the work ahead.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am an active, incumbent CSBA Delegate. I'm very engaged in Sunnyvale SD and CSBA, serving as President of my Board and of SCCSBA. I served on CSBA's Equity Network (Cohort 2), learning ways to create and apply systems change towards equity in our districts and statewide. I'm a founding member and former chair of SCCSBA Legislative Action Committee to help our districts more effectively advocate at local, state, and federal levels for our students' unique needs. I'm a reader for the Hoffmann Awards, and I'm on the Board of Directors of the Sunnyvale Education Foundation. I visit every school in our district throughout the year and volunteer in classrooms and at school sites for hundreds of hours each year.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Full funding of programs to support inclusion and equity will be the biggest challenge this year, exacerbated by the additional pressures and needs driven by the pandemic recovery and threatened economic downturn. Our most vulnerable, underserved children have been hit the hardest, and all children have been exposed to extraordinary pressures, stress, and change. We will have to advocate for basic services for students in our districts, as well as funding for learning loss and SEL/ mental health support for students and staff. CSBA can help with advocacy at the state level, and can provide policy guidelines, strategy, communications, roundtables, seminars, training, and toolkits to boards and districts who are all facing the same storm with varying resources and challenges.

Bridget Watson

Parent, Teacher, Volunteer

Outline of Experience, Education, and Service to the Community

Service to the Community 2005 to present

Sunnyvale School District, Trustee 2018 - present
Served as Clerk, VP, and President

California School Boards Association
CSBA Delegate, Region 20 2020-2022; CSBA Equity Network Cohort 2, 2019-2020

Santa Clara County School Boards Association, 2018 to present
Legislative Action Committee: Vice Chair 2020, Chair 2021, Ex-Officio Member 2022
Hoffmann Awards Reader, 2019 to present
Delegate 2020- present
Officer: Vice President 2021-2022, President 2022-2023

Board of Directors, Sunnyvale Education Foundation, 2020 - present

Challenge Team Sunnyvale, 2018 - present

Sunnyvale Middle School Volunteer AVID-Excel, ELD 1 (Newcomers), EL Support, Social Emotional Learning (2014 to present)

Columbia Middle School Volunteer English Language Arts, ELD 1 (Newcomers) (2018 to present)

Cherry Chase Elementary School Volunteer 3rd Grade Project Based Learning, Social Emotional Learning (2014 to present)

Sunnyvale Middle School PTSA (2012 - present)
Roles as Membership Chair, Staff Appreciation Chair

Cherry Chase Elementary School PTA (2005 to 2015)
Various roles (FAME docent, WAT Team, Room Parent, etc.) as well as Garden Chair, creating school garden/ living classroom as well as outdoor hands-on learning programs for all students

Honors and Accomplishments

Community Hero Award, CONTACT (2020); Honorary Service Award, CFSCPTA (2018); Teacher of the Year, Fairwood Explorer Elementary, Sunnyvale School District (2014); Cherry Chase Elementary Volunteer of the Year, Sunnyvale School District (2008 and 2010)

Career History and Education

Public Elementary School Teacher (2nd and 3rd grades)
Project Coordination and Management experience at Genentech and Intel
Multiple Subject Teaching Credential, National University
TEFL/TESL Certificate College of Notre Dame de Namur
B.A, M.A; English Literature SFSU

View results

Respondent

24 Anonymous

28:06
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Carol Presunka

3. Full name *

Carol Presunka

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

9A

9B

9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Cambrian SD

6. Years on board *

8

7. Profession

Volunteer

8. Contact number *

4082033459

9. Primary email address *

presunkac@cambriansd.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I have been Cambrian SD's rep on the SCCSBA for the last 8 years and attended the weekly updates with Dr Dewan for the last 2 years. Each year I have attended the Legislative Breakfasts, visited our local representatives for Legislative Action Day and served on the Hoffmann Committee, both as a site reviewer and Chair of the Hoffmann Committee. In the last year I attended the two Delegate Assembly meetings as a Region 20 rep. All have given me the opportunity to hear the successes and challenges faced by school districts in Santa Clara County and beyond and communicate the issues facing our county at the state level.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am currently the Board President, serving my second term. I had served on our Bond Measure oversight committee for the last 8 years, and on our Board Policy Committee, which does ongoing reviews of Cambrian's Board policies. I have also represented Cambrian on the West Sides Boards, which has a member from 4 of our surrounding school districts and a member from the high school district which gives us a chance to hear updates from each district and the learn from each other's experiences. The 4 elementary schools, which feed into the same high school district allow us the opportunity to hear its direction and discuss the impact on the elementary schools I am also a delegate on the CSBA's Delegate Assembly. I have been on our local high school's site council for the last 5 years. I have also served on a non-profit for 15 years and serve on the Council of Elders at my church.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The number one challenge is consistent state and federal funding. Budgeting with one time money or facing cuts during budget shortfalls makes it very difficult to provide consistent, outstanding education. The second challenge is the insufficient funding for SPED. It is our most impacted school population and one of the most poorly funded. The last challenge I would like to bring up is LCFF funded districts. While giving districts local autonomy, at the same time it penalizes those districts who are middle class. Those districts who are not community funded or receive much on supplemental funding, are dependent on the State's base grants which are rarely increased. The only other choice to is to reach out to our local communities to approve local bond and parcel tax measures. Our committees, while being supportive, cannot understand why their property taxes can't support their local schools while surrounding , community funded school districts, seem to have an abundance in funding.

View results

Respondent

23 Anonymous

63:58
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Christopher T. Norwood

3. Full name *

Christopher T. Norwood

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

8A

8B

8C

8D

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9 - County

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11A

11B

11 - County

12A

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15 - County

16A

16B

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17 - County

18A

18B

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21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Milpitas Unified School District

6. Years on board *

8

7. Profession

Education Executive Director

8. Contact number *

408210553

9. Primary email address *

cnorwood@musd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

Becoming a member of the CSBA Delegate Assembly would be a continuation of the progress I've made to ensure there is equitable representation of diversity, points of view and experience in CSBA policy making places and spaces. Several of my experienced governing board colleagues, (Albert Gonzalez, Devon Conley, Bonnie Mace), our CSBA Pacer Martin Fatooh, and several Superintendents in our region have been encouraging me for the last 3 years to participate in Delegate Assembly. I have been involved in supporting public education systems in the Bay since 2002 as a volunteer, tutor, coach, parent and fundraiser. I am the Founding Director of Bay Area Tutoring Association (Silicon Valley Non Profit of the Year 2017). Over the past 4 years, I've worked to inspire local regional legislatures (Kansen Chu, Ro Khanna, Alex Lee, Otto Lee) to increase their understanding of how school system funding works and the roles school districts play in a community versus a municipality besides providing free and public education.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I am the Senior member of the Milpitas Unified School District. I have been board President 2 times, VP 3 times, Clerk 1 time over the past 8 years. I am the governing board clerk for Silicon Valley Career Technical Education, Chair for the City of Milpitas Economic Development & Trade Commission and member of Milpitas Kiwanis Club. I am one of the founding members of the Santa Clara County School Boards Association Legislative Action Committee and chair of its Special Education Subcommittee. CSBA Board member of the Year 2020. A few weeks ago at the San Diego AEC, I cohosted, moderated and participated on 3 different panels, the first with CSBA Legal Bob Tuerck regarding Special Education, second with Milpitas Unified regarding Crisis Management, and third with Santa Clara County School Boards Association LAC on how to create an LAC in your region.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge facing governing boards is the training they receive on how to be effective board members on behalf of the communities in which they reside. It takes several years to become an effective board member and understand the calendar cycle of information presented by the school district staff, how to communicate with local legislatures, understand school district budgeting, unions, special education, and work cohesively with other board members.

Christopher T. Norwood - Candidate for Region 20 Delegate Assembly

Milpitas Unified School District President Governing Board of Trustees & Senior Leader | Founder and Executive Director - Bay Area Tutoring Association | Chair - City of Milpitas Economic Development & Trade Commission | Founding Member Santa Clara County School Board Association (SCCSBA) Legislative Action Committee (LAC) | Chair - SCCSBA LAC Special Education Subcommittee| Milpitas Kiwanis Member | CSBA 2020 Board Member of the Year

Chris Norwood is a social change agent, and has been a leader in creating greater educational and career equity with an emphasis of Diversity, Equity and Inclusion. He is the Senior Trustee and currently serving for a fourth time as the President of the Milpitas Unified School District, and was awarded California School Boards Association Trustee of the Year (2020) for his COVID19 response work on behalf of MUSD. Chris became a public figure in middle school at the age of 13 speaking on local and national platforms on a wide variety of topics: Civil Rights, Educational Equity, Race, Religion & Technology. Chris was an early participant of the Silicon Valley dot.com big data evolution and honed his leadership, business development, management and public speaking skills in product management, product marketing and conducting technical training seminars across America and internationally, including Canada, UK, Germany, France, South Korea and Australia.

In the education sector, Chris began his career as a business development consultant in 2002 for Xcel Educational Services. In 2013 he bought the assets and rebranded the organization to Bay Area Tutoring Association. He expanded the organization from a math specific, traditional brick-and-mortar operation to a multi-subject, California Department of Education recognized extended learning and online services provider for No Child Left Behind, Title 1, English Language Learners, Computer Science and GATE programs. Under his leadership, XCEL won Best Tutoring Company in Milpitas, California, for four years in a row (2008 – 2012) and Bay Area Tutoring Association was named 2017 Silicon Valley Distinguished Non-Profit of the Year. Since its inception Bay Area Tutoring Association has served more than 5000 at-risk students in math, English and digital literacy in pursuit of career equity for all.

In the public education governance sector, Chris was first elected to the Milpitas Unified School District Board of Trustees in 2014 and this past November 2022 was successfully elected to his 3rd term with the second highest vote total. Chris proudly represents a diverse community where 52 languages are spoken and socioeconomics vary greatly. As often as possible Chris encourages 9,720 students, their families, and more than 1100 Milpitas Unified School District employees to always strive to be their best selves.

Chris Norwood is a graduate of William Jessup University, formerly San Jose Christian College and holds a Bachelor of Science degree in Christian Leadership and Biblical Theology. He has been married to his phenomenal wife for 22 years 9 months, 18 days at the time this was written. Chris is the proud father of two high achieving children, a senior at Cal Poly San Luis Obispo and freshman at San Jose State.

View results

Respondent

89 Anonymous

27:15
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Danielle MS Cohen

3. Full name *

Danielle Margaret Smith Cohen

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

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8B

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18A

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21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Campbell Union School District

6. Years on board *

19

7. Profession

Software Engineer

8. Contact number *

408-772-2677

9. Primary email address *

dcohen@campbellusd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I have served on the Campbell Union School District's school board for 19 years and have been a delegate in Region 20 for the past 14 years. I have enjoyed serving the students of both my district and the state in these roles, and continue to have a passion to do so. My three children and their education experiences include GATE, resources and services for dyslexia, and placement in SDC and SAI classes via the IEP process. This provides a variety of lenses with which I can view education policy and practices. My district has been both Basic Aid and LCFF funded in my time on the board, and I have experience with both dependent and independent charters.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I served four years as treasurer for our local school board association (SCCSBA) and three years as the Hoffmann Award co-chair which provided visibility to many amazing and successful programs in our county. I serve on my board's Intergovernmental subcommitte where we meet with leadership in the six cities our district serves. I am a board member for the 100 Women Charitable Foundation which gives grants to local non-profits working with underserved populations in the areas of Eduction, Family and Health & Wellness. Additionally I volunteer as a tutor trainer with Elevate Tutoring, a non profit working with low income college students, often first-gen, that allows them to provide free math and science tutoring in low income middle and high schools in exchange for scholarship money.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The partisan aspect of school boards is a looming issue even here in California, it is important that CSBA continue to advocate for what is best for students and support school boards in providing a complete and comprehensive education to all students. Additionally we all continue to face the academic and emotional setback caused by the pandemic and hope that CSBA can support continued resources to districts on behalf of these issues.

View results

Respondent

115 Anonymous

1234:48
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Theresa Bond

3. Full name *

Theresa Bond

4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
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- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B

11A

11B

11 - County

12A

12B

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15 - County

16A

16B

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17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Los Gatos-Saratoga Union High School District

6. Years on board *

2

7. Profession

8. Contact number *

4082039997

9. Primary email address *

tbond@lgsuhsd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

From a Lakeside Elementary School Board member for over 10 years to a current Trustee with the Los Gatos-Saratoga Union High School District, my public service to our region expands so much further than just education. As a selected Delegate, I would be honored to share my passion, heart, and experience representing my fellow Board Members to launch and support programs that will have positive, life-long impacts on our students, stakeholders, and community.

As I write this, it is the 6th day my community has been without power due to the atmospheric river storm and PG&E has no estimated time for restoration. I represent the sometimes invisible rural students and their families who attend schools in Santa Clara County but live in Santa Cruz County and experience a different type of life, commute, and educational opportunity. I have been a Trustee, a voice, and a trained government worker through budget cuts, the pandemic, the evacuations of the 2020 CZU Lightening Complex Wildfires, and social injustice.

My experience has provided me with excellent judgment and selection methods and techniques; seasoned experience in risk assessment, escalation, and conflict management; and has allowed me to prove consistently that I am a complex problem solver with critical thinking and analytical skills. Our students are different post-pandemic. Our families and communities are forever changed and I look forward to the opportunity of utilizing my skills and experience to help shape this next chapter.

Together, the work we do has only just begun.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

My public service began by joining children's health communities which then led to my leadership positions with the California Parent Teacher Association (CAPTA) organization. I served the Lakeside Elementary School Board for over 10 years and am now into my 2nd year as a Trustee for the Los Gatos-Saratoga Union High School District (LGSUHSD) Board.

While I am incredibly passionate and proud of my elected positions, my most memorable experiences have been the difference I have made in my direct communities as one of the first trained COVID-19 Case Investigator/Contact Tracer, a current member of the FireWise Committee in the Santa Cruz Mountains, and an extremely active and vocal advocate for Fentanyl Awareness education and training with the County of Santa Clara and the Los Gatos-Saratoga Union High School District. My leadership and collaboration with the LGSUHSD Administrators has resulted in a board policy update, Narcan training for all LGSUHSD staff, extended conversations with elected officials such as County Supervisor Joe Simitian, and student and parent Fentanyl Awareness education.

In addition to my role as a LGSUHSD Trustee, I am also currently the Vice Chair to the Santa Clara County Legislative Action Committee. Past involvements also include San Francisco Bay Area AFS Team host family/student liaison for foreign exchange students, and a student-focused advocate for our most vulnerable, immuno-compromised, and marginalized students.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

Students' access to both truthful and false news poses the biggest challenge governing boards face. A palm-sized weapon that fuels culture wars and thoughtless reactions, social media is a tool that constantly bombards our students with stories, challenges, trends, inaccurate portrayals, and addiction. Governing boards have the opportunity to get in front of this challenge through teachable moments and lessons, demonstrating the value of research and confirming facts and stories.

The weight our students carry to fix all the problems of our nation is heavy, much too heavy a responsibility for children to bear. Students are quickly willing to share how exhausting the burden is that has been placed on their generation by adults. It is our responsibility to put pillars in place to support students' needs and allow them to enjoy their youth while learning.
Returning to a decorum of kind manners must surface as a trend to truly lead by example. Our students are knowledge-seekers looking for Inspiration from strong role models who look like them; diversity is strength.

CSBA can address this by supporting the implementation of AB101 and AB1314, fostering relational trust, professional staff development, and leading additional equity policy.

Personal Narrative -

Hoosier comes to California. I was born in Indiana where I inherited the calm, peaceful demeanor of my Quaker roots. Initially, I failed the first grade and my story is one I have heard many times. On my first day of my redo year, the teacher looked me straight in the eye and said, " you will not fail in my class." Then she gave me a hug. To this day that memory causes me to tear up. Mrs. Cloud saved so many children by building their self-confidence. My Special Education consisted only of speech therapy and it was a proud day in 5th grade when I finally could say the word, 'Guitar'. The letter 'G' to this day causes me to stumble. I am not the first person to speak up in meetings as the childhood fear still remains. I practice crafting my communications before I speak by asking my family and friends to preview my writing. I pursued a technical career attending Purdue University in West Lafayette, one of few women taking challenging engineering courses at the time. I proudly graduated on time in a new program combining engineering skills with professional supervision from the School of Technology. Upon my graduation I moved to Los Angeles where I worked first in software and was shortly recruited by Apple Computer to relocate to the Bay Area. The moment I stepped off the plane in San Jose I could breathe and knew the path I was on was the right choice. Fast forward, I had a rewarding global tech career working for Fortune 100 companies and start-ups. When my first child became chronically sick with no diagnosis I found myself on a new path through the world of health, special education, and parent advocacy. Like so many of us, our own children were the force behind deep diving into public education and serving. **Working with children is often a humbling experience as it is, by nature, one filled with the most basic of human emotions: love, joy, fear, anger, etc. It can be hard work that requires much patience and compassion.** I am the proud mother of two amazing young adults, one a recent graduate of **University of California Santa Cruz in Environmental Science** and my youngest a current student at the University of Puget Sound.

Resume Overview:

Legislative Action role as Vice Chair, Education, Healthcare, Governance, Global Operations, Manufacturing, Supply and Technology.Builder of strategic business partnerships, committed to client/customer focus and launching quality programs/products on time and to budget.Specialties: Domestic and International Operations, Policy Development, Engineering Management,Program/Project Management, People Operations, Supply Chain, Union Negotiations **Skills: Establishment of operations infrastructure, project planning, building dynamic teams, strategic thinker, new program/products introduction, total quality systems, supplier selection, contract negotiation and ethical employment practices. Global: China, Europe, Israel, Japan, Malaysia, North America, Philippines, Singapore, Taiwan, and Thailand. Experienced Board Member -full linked in bio link here:** https://www.linkedin.com/in/theresa-bond/

View results

Respondent

80 Anonymous

19:28
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Van Le

3. Full name *

Van Le

4. Region/subregion *

1A

1- County

2A

2B

3A

3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

7B

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9A

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9C

9 - County

10A

10B

11A

11B

11 - County

12A

12B

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15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

East side union high school district

6. Years on board *

12

7. Profession

business woman

8. Contact number *

408-489-5249

9. Primary email address *

lev@esuhsd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I like to continue the Delegate position to be a voice for advocating education., equity and diversity. I am one of the community leaders in my territory and have been involved and networking with many legislators; therefore, I hope to influence legislators on school issues for safety, closing achievement gap, technology internet, college readiness and funding. We need to work closely with legislators to help them understand the most important issues.
I love to bridge the gap and maintain communication between local members and the regional Director for enhancing and supporting CSBA role.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been involved with different stakeholders, community groups and media for over 35 years and will be a good asset for my board as well as CSBA. With social media, we can reach out more in community, parents, legislators. I have attended the trip to Sacramento with students which was organized by State Senator Dave Cortese to advocate for school budgets as well as lunch meals. and other issues.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

The biggest challenge facing school board members is Adequate Funds and recruit & retain good teachers. CSBA can help school board members with budget strategies and mechanics at the State level.

View results

Respondent

119 Anonymous

63:33
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

Vaishali Sirkay

3. Full name *

Vaishali Sirkay

4. Region/subregion *

1A

1- County

2A

2B

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3B

3C

3- County

4B

4C

4D

5A

5B

5- County

6B

6C

7A

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9 - County

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11A

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11 - County

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21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Los Altos School District

6. Years on board *

4

7. Profession

Public Health Professional

8. Contact number *

408-455-4154

9. Primary email address *

shalisirkay@gmail.com

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

The Delegate Assembly plays an important role in shaping education policy and my diverse academic and professional background in community health allows me to address education issues across a broad spectrum, from a systems-level approach to the individual experience. Supporting our students, families, teachers and staff via a holistic approach has never been more important than it is now, in a world shaped by the global pandemic. I have greatly benefited from the resources offered by CSBA, especially as a graduate of the Masters In Governance program, and I would like to add my experiences to the conversations around education policies, best and promising practices, and student and teacher/staff wellness. The diversity of the school districts across California means that our school districts face unique challenges and opportunities. Thus, I would be honored to serve as a Delegate because I'd like to contribute our region's perspective to these conversations.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

I have been very active in my community for many years at the school, district, local, county and state level. On my local board, I have served as Board President and I am in my second year serving on the Wellness Committee and the Curriculum Equity Task Force. In my community, I have served on the board of a mental health organization (both before and after joining my school board), and I served on the board of the Los Altos Mountain View PTA Council, including one year as Board President. I have co-chaired successful bond and parcel tax campaigns for my district. Since joining my school board, I have continued to serve students and families at various levels. I am a commissioner on the Santa Clara County Juvenile Justice Commission, where I chair the Education, Equity and Justice Committee. I am a board member of the Asian Pacific Islander School Board Members Association. I co-wrote the section on Indian Americans for the Ethnic Studies Model Curriculum. This year I am a Hoffman Awards reader. I have other nonprofit work experience that also shapes my perspective on how members of a community can work together for the best outcome for our students.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

While I am happy to see that mental health and wellness is a priority for our state, we still need the ability to support our students, teachers and staff long term, as I believe that the impacts from the pandemic will be long-ranging. To holistically serve our children, we need a multifaceted approach, including, but not limited to, analyzing how some of our education policies have had unintended consequences, assuring that mental wellness support is available and accessible at all levels of a person's readiness, assuring that our teachers and staff have appropriate professional development to handle students in crisis, and expanding relationships with our community partners to better serve our students. CSBA has a vital role in all of these examples, through policy-making, advocacy, training and education. CSBA also helps districts navigate the legislative issues and mandates that come from our state.

Vaishali "Shali" Sirkay, M.P.H.

Tel: +1-408-455-4154 ♦ Profile: www.linkedin.com/in/vaishali-sirkay-mph ♦ E-mail: vsirkay@lasdschools.org

PROFESSIONAL SUMMARY:

Over 20 years of diverse experience with a proven commitment to addressing issues critical to local and regional communities, using an equity-focused lens and a deep understanding of how the breadth and depth of the Social Determinants of Health create challenges and opportunities in communities.

EDUCATION:

MASTER OF PUBLIC HEALTH
Tulane University School of Public Health and Tropical Medicine, New Orleans, LA, December 1998
Department: Community Health Sciences
Area of Specialization: Health Education and Communication

BACHELOR OF ARTS
Barnard College at Columbia University, New York, NY, May 1995
Major/Minor: Anthropology/Biology

ADDITIONAL TRAINING:

- *Toastmasters International,* Public Speaking Education
- *Presenting Data & Information,* Professor Edward Tufte
- *Undoing Racism,* People's Institute for Survival and Beyond
- *Techniques of Participation,* Facilitator Training

RELEVANT COMMUNITY, CIVIC AND POLITICAL EXPERIENCE:

Governing Board Member & former Board President, Los Altos School District Board of Trustees, 2018-present

Commissioner, Santa Clara County Juvenile Justice Commission, 2019-present (Chair, Education, Equity & Justice Committee)

Social Impact Program Development Consultant, self-employed, 2013-present

Health Program Director, Manzanita Works, Oakland, CA 2020-2022

Member, CHAC Board of Directors, Mountain View, CA, 2018-2021 (Development and Community Engagement Committees)

Community Relations Specialist, Government & Community Relations, El Camino Health, Los Altos CA 2018-2020

Associate Director, Center for Age Friendly Excellence (CAFE), Los Altos, CA, 2017-2019

Co-Chair, Los Altos Community Coalition, Los Altos, CA, 2017-2019

President, Los Altos Mountain View PTA Council 2017-18 (member of Exec Board 2015-2018)

Co-chair, Keep Los Altos Schools Strong, Los Altos, CA, 2014-2018

George Sanchez
[redacted]
[redacted]/george.sanchez@fmsd.org

Objective:

Seeking re-election to the Delegate Assembly from Region 20

Education:

San Jose State University / B.A. Degree in American History /Minor in Spanish
San Jose State University / Ryan Secondary Teaching Credential
University of San Francisco /Administrative Credential/ M.A. Degree in Educational Administration

Professional Summary:

I was involved in education for almost forty years before retiring. I very much enjoyed the challenge of motivating and supporting high school students to stay in school and earn their high school diploma. For the past 28 years, I have served on the Franklin McKinley School Board where my four children graduated from our district schools.

Professional Experience and Achievements:

- Served 5 terms as School Board President
- Presenter at CSBA/CABE Annual Conference
- Proud Veteran of the United States Army
- Presenter at San Jose Mayor's Gang Task Conference
- President of the Santa Clara County Social Studies Association
- Award of Merit presented at CSBA Unity Conference
- ACSA Region 8 Administrator of the year in Student Support Services
- President of Danzantes de Alegria Mexican Dance Troupe
- CSBA Master's in Governance Graduate/Delegate Assembly Member.
- Have attended the CSBA Annual Conference for the past 28 years.
- Presenter at Annual Latino Role Model Conference

View results

Respondent

118 Anonymous

259:03
Time to complete

1. I have been... *

Appointed

Nominated

2. Your signature indicates your consent to be placed on the ballot and serve as a Delegate, if elected *

George Sanchez

3. Full name *

George Sanchez

4. Region/subregion *

- 1A
- 1- County
- 2A
- 2B
- 3A
- 3B
- 3C
- 3- County
- 4B
- 4C
- 4D
- 5A
- 5B
- 5- County
- 6B
- 6C
- 7A
- 7B
- 8A
- 8B
- 8C
- 8D
- 9A
- 9B
- 9C
- 9 - County
- 10A
- 10B

11A

11B

11 - County

12A

12B

15

15 - County

16A

16B

17

17 - County

18A

18B

20

21

21 - County

22

23A

23B

23C

24

5. Name of District or COE *

Franklin-McKinley School District

6. Years on board *

28

7. Profession

Retired Educator

8. Contact number *

[redacted]

9. Primary email address *

george.sanchez@fmsd.org

10. Are you an incumbent Delegate? *

Yes

No

11. Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly. *

I have been on the Delegate Assembly for the past twelve years where I have served on three separate committees. These have been the AEC (Annual Education Conference) Committee, the Nominations Committee, and also the Platform Committee. During this time I have never missed a meeting of the Delegate Assembly which takes place twice a year. I was part of the AEC this past year which was held in San Diego. It was the most successful Conference ever put on by CSBA. This was due in large part to the hard work and dedication of the Committee members. If elected by you, I will continue representing Region 20 in a positive manner and continue being an involved Delegate.

12. Please describe your activities and involvement on your local board, community, and/or CSBA. *

On my School Board I have held the positions of Clerk, Vice-President, and President. I like to visit the 17 schools in my district and attend as many school functions as possible. This outreach had led to being elected for five terms on the school board. As a School Board Member, I work closely with fellow board members and the Superintendent to increase our test scores and meet the needs of all of our students. I also have a very positive relationship with our two unions who have given me their full support during election time. I am particularly concerned with our second language learners and their needs. This is an area where I work closely with our Superintendent and district staff to ensure we have the best programs in place for our ELD population. I also work with our Superintendent and fellow board members to seek additional funding for our students. We also maintain a close relationship with our City Council to ensure we resolve issues that are common to both of us.

13. What do you see as the biggest challenge facing governing boards and how can CSBA help address it? *

There are different areas that CSBA has be involved for the betterment of its members. One area is providing the training necessary for board members to be highly successful in their respective roles. This is especially true with the increased number of newly elected board members this past year. CSBA has provided training through its Masters in Governance classes that it offers to the general membership. These courses must be continued and expanded to meet the needs of the new members. Another area of need is proper funding for our public school system. CSBA must continue to work with our Governor and State Legislature to ensure adequate funding for our public schools. This definitely helps school districts when meeting their fiduciary obligations to its work force and other needs of the district. CSBA also must be ready to help school districts with unexpected crisis such as the Covid epidemic that very much impacted our schools a short time ago. CSBA is an integral part of the success of school districts throughout California and must continue this critical role for the success of over six million school children that attend our public schools.

6.03

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: 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: February 9, 2023

Regular Board Meeting

Approve

6.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

RESOLUTION NO. 22-22/23

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 JANUARY 20, 2023 – FEBRUARY 20, 2023

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, on September 16, 2021, Governor Newsom signed AB 361 (Rivas) as urgency legislation effective immediately, which provides that legislative bodies may continue to meet remotely during a declared State of Emergency subject to certain conditions; and

WHEREAS, AB 361 amends Government Code section 54953 to add the following provisions:

> (e) (1) A local agency may use teleconferencing without complying with the requirements of paragraph (3) of subdivision (b) if the legislative body complies with the requirements of paragraph (2) of this subdivision in any of the following circumstances:
>
> (A) The legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing.
>
> (B) The legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.
>
> (C) The legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of

the emergency, meeting in person would present imminent risks to the health or safety of attendees.

WHEREAS, AB 361 further amends Government Code section 54953 to add the following provisions:

(e) (3) If a state of emergency remains active, or state or local officials have imposed or recommended measures to promote social distancing, in order to continue to teleconference without compliance with paragraph (3) of subdivision (b), the legislative body shall, not later than 30 days after teleconferencing for the first time pursuant to subparagraph (A), (B), or (C) of paragraph (1), and every 30 days thereafter, make the following findings by majority vote:

(A) The legislative body has reconsidered the circumstances of the state of emergency.

(B) Any of the following circumstances exist:

(i) The state of emergency continues to directly impact the ability of the members to meet safely in person.

(ii) State or local officials continue to impose or recommend measures to promote social distancing.

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; data published by the Santa Clara County Department of Public Health indicate that the District community continue to have among the highest Covid-19 case rates in Santa Clara County , 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 sufficient 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, 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 FIND AND RESOLVE AS FOLLOWS:

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

2. The Board of Trustees has considered the circumstances of the Governor's Declaration of State of Emergency and the Board finds that the declared state of emergency remains active and continues to directly impact the ability of Board members, staff, parents, students and other community members to meet safely in person for the purpose of Board and other Brown Act meetings.

3. The Board has considered the current circumstances of the COVID-19 state of emergency and finds that as a result, under certain circumstances, meeting in person would present imminent risks to the health or safety of attendees, including the potential to adversely affect Board members, staff, parents, students and other community members; and

4. 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.

5. The Board and the Superintendent and any necessary staff shall meet in person in the District's Board room;

6. This Resolution shall take effect immediately upon its adoption and shall be effective for a period of 30 days or 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 9th day of February 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____(Clerk)

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Pool of Construction Managers for Construction Management Services**

Staff Analysis: A Request for Qualifications (RFQ) for Construction Management services was issued December 14, 2022. Response for the Request were received on January 18, 2023. This is for a pool term of five years.

As a result, the District received seven responses to the RFQ. Based on review of the qualifications and interview it is recommended the following firms become part of the pool: JGM, Inc., Kleinfelder Construction Services, Sixth Dimension, Van Pelt Construction Services.

Due to the anticipated work, it is recommended that four firms become part of the pool of qualified firms for future consideration to provide construction services. Request for Proposals will be issued to the pool for specific projects for construction management services.

There is no cost for this pool. Request for Proposals will be requested for specific projects.

Recommendation: Staff recommends the Board of Trustees approve the pool of construction managers for construction management services.

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

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

To the Board of Trustees: Meeting: February 9, 2023

Regular Board Meeting

Recommended Approval

7.01

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Pool of Architects for Architectural Services**

Staff Analysis: A Request for Qualifications for architectural services was issued November 9, 2022. Response for the Request were received on January 9, 2023. This is for a pool term of five years.

As a result, the District received fourteen responses to the RFQ. The following firms submitted qualifications: 19six Architects, AC Martin, DLR Group, DSK Architects, Hamilton + Aitken Architects, HED, Hibser Yamauchi Architects, HKIT Architects, JK Architecture & Engineering, LCA Architects, LPA Design Studios, PBK Architects, Studio W Architect, SVA Architects.

It has been determined that all fourteen responses are qualified. Due to the anticipated work, it is reasonable to accept to include all firms that responded in the pool of qualified firms for future consideration to provide architectural services. Request for Proposals will be issued to the pool for specific projects are released for design.

There is no cost for this pool. Request for Proposals will be requested for specific projects.

Recommendation: Staff recommends the Board of Trustees accept the pool of Architects for architectural services.

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

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

To the Board of Trustees: Meeting: February 9, 2023

Regular Board Meeting

Recommended Approval

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

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

7.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Solar Interconnection Application Preparation by ARC Alternatives for Twenty-One Schools.**

Staff Analysis: ARC Alternatives has been analyzing solar installations within the District to facilitate with possible green energy installations. In order to remain in the Net Energy Metering (NEM) 2.0, which allows for significantly greater credit than under NEM 3.0 regulations, the District will need to submit its interconnection applications by April 14, 2023.

As a result, ARC Alternatives has presented a proposal for the PG&E Interconnection Applications for twenty-one (21) sites, including the District Office. This work will involve ARC Alternatives and their electrical engineer consultant. This work will be completed prior to April 14, 2023.

The proposal is attached for the Board's consideration.

Recommendation: Staff recommends the Board of Trustees approve the contract with ARC Alternatives in the amount of $56,700 to assist the District with interconnection application preparation.

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

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

To the Board of Trustees: Meeting: February 9, 2023

Regular Board Meeting

Recommended Approval

7.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ARC Alternatives Energy Consulting Quote

January 31, 2023

Scope:	Prepare and submit interconnection applications for 21 separate sites (as shown on the following pages) before the Net Energy Metering (NEM) 2.0 grandfathering deadline of April 14, 2023.
Cost:	$56,700
Payment:	Time-and-materials fees not to exceed the estimated budget to be billed consistent with current consulting agreement.
Remit to:	ARC Alternatives Attn: Russell Driver 144 Donald Dr. Moraga, CA 94556

#	Site Name	Address	Production Target (kWh)
1	Adelante Academy – Ridgemont Dr	2999 Ridgemont Dr., San Jose CA	325,000
2	District Office	2930 Gay Ave., San Jose CA	716,000
3	A. J. Dorsa Elementary	1290 Bal Harbor Way, San Jose CA	270,000
4	Aptitud Academy	2475 Van Winlke Ln., San Jose CA	197,000
5	Cesar Chavez Early Learning Center	2000 Kammerer Ave., San Jose CA	202,000
6	Adelante Academy – Cinderella Ln	1970 Cinderella Ln., San Jose CA	212,000
7	Clyde L. Fischer Middle	1720 Hopkins Dr., San Jose CA	552,000
8	Donald Meyer Elementary	1824 Daytona Dr., San Jose CA	170,000
9	Horace Cureton Elementary	3720 E Hills Dr., San Jose CA	185,000
10	Joseph George Middle	277 Mahoney Dr., San Jose CA	385,000
11	Lee Mathson Middle	2050 Kammerer Ave., San Jose CA	497,000
12	Linda Vista Elementary	100 Kirk Ave., San Jose CA	304,000
13	Lyndale Elementary	13901 Nordyke Dr., San Jose CA	311,000
14	Millard McCollam Elementary	3311 Lucian Ave., San Jose CA	162,000
15	Hubbard Media Arts Academy	1680 Foley Ave., San Jose CA	371,000
16	Ocala STEAM Academy	2800 Ocala Ave., San Jose CA	444,000
17	Russo / McEntee Academy	2851 Gay Ave., San Jose CA	179,000
18	Ryan STEAM Academy	1241 McGuinness Ave., San Jose CA	180,000
19	San Antonio Elementary / LUCHA	1855 E San Antonio St., San Jose CA	474,000
20	Sylvia Cassell Elementary	1300 Tallahassee Dr., San Jose CA	260,000
21	William Sheppard MS / Ben Painter ES - NEMA	480 Rough and Ready Rd., San Jose CA	634,000
	Total		**7,030,000**

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

7.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Approve Studio W Architects for Architectural Services for Play Structure and ADA Upgrades at Cassell, LUCHA, and Lyndale and Submission to DSA.**

Staff Analysis: Fees for Architectural Services to install play structures, upgrades to path of travel to play structure, and 20% ADA upgrades, and DSA submission for Cassell, LUCHA, and Lyndale schools.

Item	Amount
Cassell Play Structure Proposal	$56,648.00
LUCHA Play Structure Proposal	$60,648.00
Lyndale Play Structure Proposal	$54,143.00
Total	$171,439.00

Recommendation: Staff recommends the Board of Trustees approve the proposals with Studio W Architects in the amount of $171,439.00 for play structures and ADA upgrades at Cassell, LUCHA and Lyndale.

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

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

To the Board of Trustees:

Recommended Approval

7.04
Agenda Placement

Meeting: February 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

STUDIO W
ARCHITECTS

January 12, 2023

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Unified School District
2930 Gay Avenue, San Jose, CA 95127
Kolvira.chheng@arusd.org

RE: Architectural Services for Sylvia Cassell Elementary School: Play Structure & Code Required ADA Upgrades
1300 Tallahassee Drive, San Jose, CA 95122

Dear Kolvira,

We are pleased to present this fee proposal for services to install (1) play structure, upgrades to path of travel to the play structure and, 20% ADA upgrades for the Sylvia Cassell Elementary School project.

We request the District provide any available scans of existing school plans and existing topographic surveys, along with play structure plans.

Lump Sum Fee for Architectural & Civil Engineering Services: $48,000, plus $8,648 fee for a Topographic Survey of the existing paths of travel. Total fee including Survey: $56,648

For the Fee stated above, Studio W Architects will perform the following services:
Prepare plans for installing (1) Play Structure, Path of Travel upgrades to the new structure, and 20% of construction cost accessible upgrades in the following order: primary entrance, toilet facilities serving the area, drinking fountains serving the area, public telephones serving the area and signage.

- Topographic Survey of required Paths of Travel
- Schematic Site Plan:
  - Procure PDF copies of existing plans for Sylvia Cassell Elementary School from District
  - Procure Play Structure Plans from Miracle Play Systems
  - Site visit and meeting with District to confirm location for Play Structure, required ADA paths of travel and review existing restrooms nearest the play structure
  - Coordinate Play Structure location with code complying path of travel.
  - Prepare Site Plan showing location of Play Structure
  - Prepare floor plans showing path of travel and accessible upgrades
  - Gain District approval on Play Structure location and path of travel and accessible upgrades.
- Construction Documents:
  - Project Cover Sheet
  - Site Plan, to include ADA improvements to path of travel necessary to connect the hardcourt or grass area where the play structure is placed to the complying Path of Travel.
  - Code Analysis
  - Site Details
  - Incorporate District provided Play Structure Plans
  - Prepare floor plans and associated details for ADA upgrades

- ❖ Prepare and submit DSA forms:
  - o DSA-1
  - o DSA-1 REG
  - o DSA-103 Test & Inspection Form
- ➢ DSA Review & Approval, including DSA back check meeting
- ➢ Bid Phase: respond to contractor pre-bid RFI's
- ➢ Construction Phase:
  - ❖ Assist the District with procuring a Project Inspector and Test Lab, as required by DSA 103 form.
  - ❖ Prepare and issue DSA 102-IC form
  - ❖ Respond to Contractor RFI's
  - ❖ One site visit to confirm installed play structures comply with DSA approved plans
- ➢ DSA close out:
  - ❖ Prepare and submit DSA close our forms, including DSA-6 AE Final Verified Report and DSA-168 Final Price.

Deliverables: electronic files

Payment Schedule:

➢ Survey:	$8,648
➢ SD:	$7,180
➢ CD:	$21,990
➢ DSA Approval:	$4,065
➢ Bid:	$1,945
➢ CA:	$9,210
➢ Closeout:	$3,610
➢ Total:	$56,648

Exclusions:

- ➢ Geotechnical Report
- ➢ ADA upgrades to other existing campus Paths of Travel, except for connection of play structure to ADA improvements noted in the scope of work above.
- ➢ ADA upgrades to existing parking lot
- ➢ Work related to non-certified prior projects, if any
- ➢ Landscape Architect, Structural Engineer and MEP Engineer services
- ➢ Cost Estimating
- ➢ Book Specifications
- ➢ Site Utilities
- ➢ Agency Fees
- ➢ Testing and Inspection
- ➢ The cost of scanning existing plans and the cost of printing copies of DSA approved plans

The following documents are enclosed:

- Site Plan
- Studio W 2023 Fee Schedule (Attachment A)
- Studio W 2023 Expense Schedule (Attachment B)
- Fee Worksheet dated 01/12/23 (Attachment C)

After your review of these documents, please acknowledge your acceptance by issuing a Consultant Agreement for Architectural Services for this project. Please feel free to contact me with any questions you may have.

Sincerely,

Studio W Architects

Brian Whitmore, AIA, LEED® AP
President & CEO

cc: James E. Moore IV, Architect, LEED® AP, Chief Operating Officer
Michele Gargano, AIA, LEED® AP BD+C, CDT, NCARB, Client Leader
Studio W Marketing


Untitled Map
Write a description for your map.
Sylvia Cassell Elementary School
1300 Tallahassee Drive
San Jose, CA 95122
RESTROOMS AT THE END OF THIS BUILDING
REPLACEMENT PLAYGROUND
ADMIN ENTRY
Sylvia Cassell Elementary School
Google Earth
400 ft
N

STUDIO W
ARCHITECTS

2023 FEE SCHEDULE

STAFF CATEGORY	HOURLY RATE
Principal Owner Architect	$ 385
Principal Architect	$ 320
Associate Principal or Senior Bond Program Manager	$ 240
Senior Associate Client Leader	$ 220
Associate Senior Project Manager	$ 210
Associate Project Manager	$ 210
Associate Design Leader	$ 185
Senior Architect or Senior Construction Administrator	$ 185
Senior Project Architect	$ 170
Construction Administrator	$ 170
Project Manager or Bond Program Manager	$ 170
Project Architect	$ 155
Senior Designer	$ 155
Senior Job Captain	$ 145
Job Captain	$ 130
Project Admin V	$ 120
Project Designer III	$ 120
Project Designer II	$ 110
Project Admin IV	$ 110
Project Designer I	$100
Project Admin III	$ 95
Project Admin II	$ 85
Project Admin I	$ 75
Project Assistant	$ 70
Intern	$ 60
Project Consultants	Actual Fee + 15%

Fees are subject to change every January 1 of the New Year.

Attachment A

STUDIO W
ARCHITECTS

2023 EXPENSE SCHEDULE

EXPENSE		COST
Color Prints 8-1/2 x 11		$2.25/print
	11 x 17	$2.75/print
	All other sizes	cost
Delivery (Other than mail)		cost
Facsimile		$1.25
Large Scale Photocopy		cost
Lodging		cost
Meals		cost
Mileage (subject to adjustment to match IRS allowed amount)		$0.655/mile
Permits and Fees		cost
Photocopy Black & White		$0.10/page
Photo Development		cost
Plots		$15.00/plot
Postage		cost
Reproduction		cost
Telephone		cost
Travel		cost
Other Direct Project Expense		cost

ABOVE EXPENSES ARE SUBJECT TO 15% SURCHARGE

Project expenses other than cost expenses are subject to change every January 1 of the Yew Year

Attachment B

STUDIO W ARCHITECTS

ATTACHMENT 'C'

LUMP SUM FEE

Alum Rock Unified School District / Sylvia Cassell Elementary School

1300 Tallahassee Drive, San Jose, CA 95122

TASK	Principal Owner, AIA (Mike) $ 385.00 /hr		Principal Architect $ 320.00 /hr		Senior Associate Civil Leader $ 220.00 /hr		Senior Project Architect $ 175.00 /hr		Project Architect I $ 155.00 /hr		Project Designer II $ 120.00 /hr		Project Admin IV $ 110.00 /hr		Project Consultants Administration / 15%		TOTAL
	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	MARK UP ($)	TOTAL	
Project Administration	1	$ 385.00	2	$ 640.00		$ -		$ -		$ -		$ -		$ -			$ 1,025
Meetings (City, Community, etc.)		$ -		$ -	2	$ 440.00		$ -	2	$ 310.00		$ -		$ -			$ 750
Schematic Design		$ -		$ -	4	$ 880.00		$ -	8	$ 1,240.00	16	$ 1,920.00		$ -			$ 4,040
Construction Documents		$ -	2	$ 640.00	8	$ 1,760.00		$ -	20	$ 3,100.00	60	$ 7,200.00		$ -			$ 12,700
Agency Approval		$ -		$ -		$ -		$ -	8	$ 1,240.00	16	$ 1,920.00		$ -			$ 3,160
Bidding Assistance		$ -		$ -		$ -		$ -	8	$ 1,240.00		$ -		$ -			$ 1,240
Construction Administration: Architectural submittal review, RFI responses, (1) punch list review		$ -		$ -		$ -	20	$ 3,400.00		$ -	8	$ 960.00	8	$ 880.00			$ 5,240
Close Out: review contractor close out submittals: warranty/guarantee, as built plans, O&M manuals		$ -		$ -		$ -	8	$ 1,360.00		$ -		$ -	8	$ 880.00			$ 2,240
CONSULTANT FEES																	
Civil Engineer, Northstar Engineering (Site Investigation & Design)															$ 9,500.00	$ 1,725.00	$ 11,225
SUB TOTAL OF PROFESSIONAL FEES	1	$ 385.00	4	$ 1,280.00	14	$ 3,080.00	28	$ 4,760.00	46	$ 7,130.00	100	$ 12,000.00	16	$ 1,760.00	$ 9,500.00	$ 1,725.00	$ 41,670
Direct Project Expense																	$ 4,330
TOTAL LUMP SUM FEE ARCHITECTURAL & CIVIL ENGINEERING SERVICES																	**$ 46,000**
Survey, Northstar Engineering															$ 7,520.00	$ 1,028.00	$ 8,548
TOTAL LUMP SUM FEE WITH SURVEY																	**$ 55,548**

1/12/2023

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

7.05

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Approve Studio W Architects for Architectural Services for Play Structure and ADA Upgrades at Cassell, LUCHA, and Lyndale and Submission to DSA.**

Staff Analysis: Fees for Architectural Services to install play structures, upgrades to path of travel to play structure, and 20% ADA upgrades, and DSA submission for Cassell, LUCHA, and Lyndale schools.

Item	Amount
Cassell Play Structure Proposal	$56,648.00
LUCHA Play Structure Proposal	$60,648.00
Lyndale Play Structure Proposal	$54,143.00
Total	$171,439.00

Recommendation: Staff recommends the Board of Trustees approve the proposals with Studio W Architects in the amount of $171,439.00 for play structures and ADA upgrades at Cassell, LUCHA and Lyndale.

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

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommended Approval

7.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

STUDIO W
ARCHITECTS

January 12, 2023

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Unified School District
2930 Gay Avenue, San Jose, CA 95127
Kolvira.chheng@arusd.org

RE: Architectural Services for LUCHA Elementary School: Play Structure & Code Required ADA Upgrades
1711 E San Antonio Street, San Jose, CA 95116

Dear Kolvira,

We are pleased to present this fee proposal for services to install (1) play structure, upgrades to path of travel to the play structure and, 20% ADA upgrades for the Lucha Elementary School project.

We request the District provide any available scans of existing school plans and existing topographic surveys, along with play structure plans.

Lump Sum Fee for Architectural & Civil Engineering Services: $52,000, plus $8,648 fee for a Topographic Survey of the existing paths of travel. Total fee including Survey: $60,648

For the Fee stated above, Studio W Architects will perform the following services:
Prepare plans for installing (1) Play Structure, Path of Travel upgrades to the new structure, and 20% of construction cost accessible upgrades in the following order: primary entrance, toilet facilities serving the area, drinking fountains serving the area, public telephones serving the area and signage.

- Topographic Survey of required Paths of Travel
- Schematic Site Plan:
  - Procure PDF copies of existing plans for Lucha Elementary School from District
  - Procure Play Structure Plans from Miracle Play Systems
  - Site visit and meeting with District to confirm location for Play Structure, required ADA paths of travel and review existing restrooms nearest the play structure
  - Coordinate Play Structure location with code complying path of travel.
  - Prepare Site Plan showing location of Play Structure
  - Prepare floor plans showing path of travel and accessible upgrades
  - Gain District approval on Play Structure location and path of travel and accessible upgrades.
- Construction Documents:
  - Project Cover Sheet
  - Site Plan, to include ADA improvements to path of travel necessary to connect the hardcourt or grass area where the play structure is placed to the complying Path of Travel.
  - Code Analysis
  - Site Details
  - Incorporate District provided Play Structure Plans
  - Prepare floor plans and associated details for ADA upgrades

- ❖ Prepare and submit DSA forms:
  - o DSA-1
  - o DSA-1 REG
  - o DSA-103 Test & Inspection Form
- ➢ DSA Review & Approval, including DSA back check meeting
- ➢ Bid Phase: respond to contractor pre-bid RFI's
- ➢ Construction Phase:
  - ❖ Assist the District with procuring a Project Inspector and Test Lab, as required by DSA 103 form.
  - ❖ Prepare and issue DSA 102-IC form
  - ❖ Respond to Contractor RFI's
  - ❖ One site visit to confirm installed play structures comply with DSA approved plans
- ➢ DSA close out:
  - ❖ Prepare and submit DSA close our forms, including DSA-6 AE Final Verified Report and DSA-168 Final Price.

Deliverables: electronic files

Payment Schedule:

➢ Survey:	$8,648
➢ SD:	$7,690
➢ CD:	$23,485
➢ DSA Approval:	$3,965
➢ Bid:	$2,265
➢ CA:	$10,975
➢ Closeout:	$3,620
➢ Total:	$60,648

Exclusions:

- ➢ Geotechnical Report
- ➢ ADA upgrades to other existing campus Paths of Travel, except for connection of play structure to ADA improvements noted in the scope of work above.
- ➢ ADA upgrades to existing parking lot
- ➢ Work related to non-certified prior projects, if any
- ➢ Landscape Architect, Structural Engineer and MEP Engineer services
- ➢ Cost Estimating
- ➢ Book Specifications
- ➢ Site Utilities
- ➢ Agency Fees
- ➢ Testing and Inspection
- ➢ The cost of scanning existing plans and the cost of printing copies of DSA approved plans

The following documents are enclosed:

- Site Plan
- Studio W 2023 Fee Schedule (Attachment A)
- Studio W 2023 Expense Schedule (Attachment B)
- Fee Worksheet dated 01/12/23 (Attachment C)

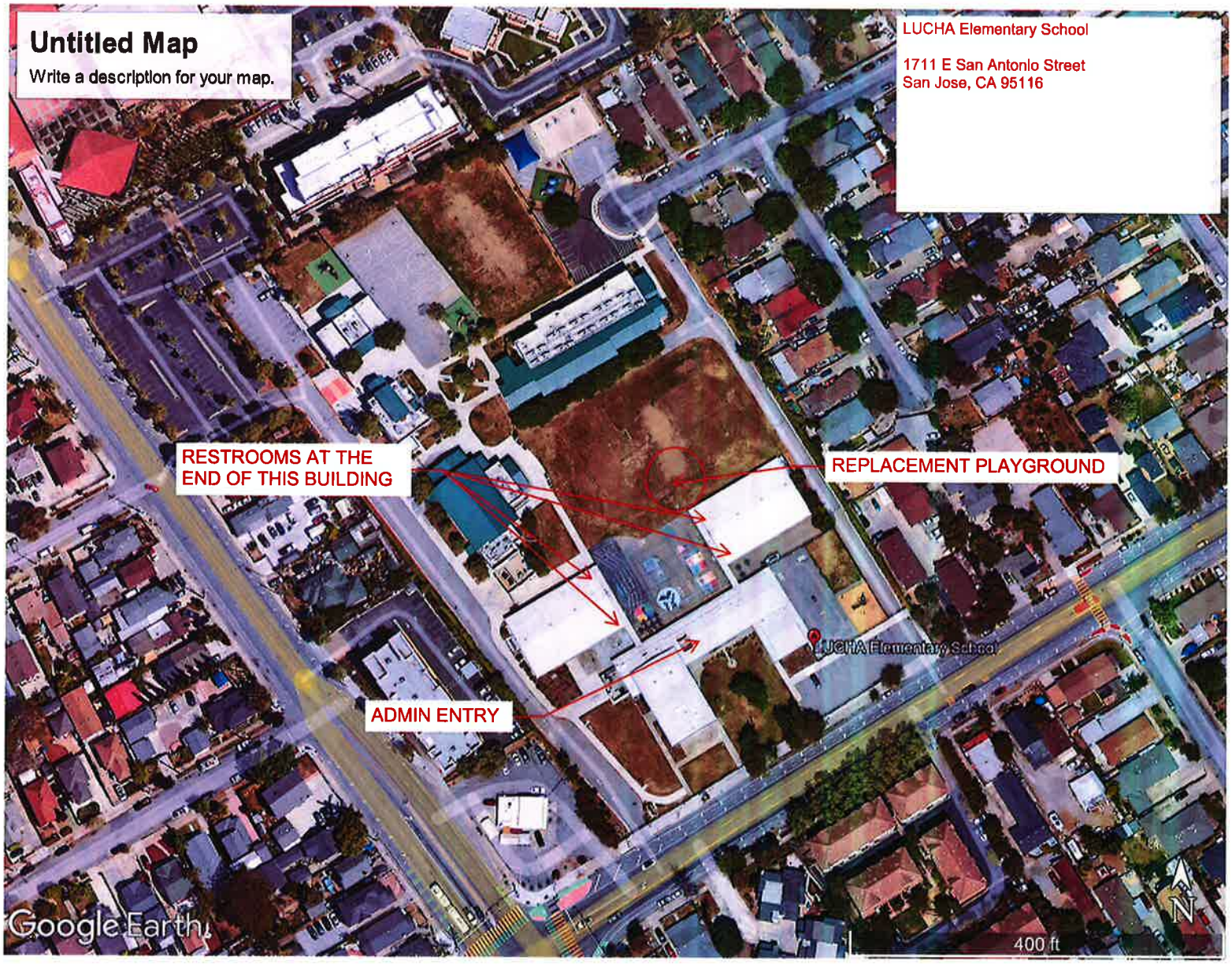
After your review of these documents, please acknowledge your acceptance by issuing a Consultant Agreement for Architectural Services for this project. Please feel free to contact me with any questions you may have.

Sincerely,

Studio W Architects

Brian Whitmore, AIA, LEED® AP
President & CEO

cc: James E. Moore IV, Architect, LEED® AP, Chief Operating Officer
Michele Gargano, AIA, LEED® AP BD+C, CDT, NCARB, Client Leader
Studio W Marketing


Untitled Map
Write a description for your map.
LUCHA Elementary School
1711 E San Antonio Street
San Jose, CA 95116
RESTROOMS AT THE END OF THIS BUILDING
REPLACEMENT PLAYGROUND
ADMIN ENTRY
LUCHA Elementary School
Google Earth
400 ft
N

STUDIO W
ARCHITECTS

2023 FEE SCHEDULE

STAFF CATEGORY	HOURLY RATE
Principal Owner Architect	$ 385
Principal Architect	$ 320
Associate Principal or Senior Bond Program Manager	$ 240
Senior Associate Client Leader	$ 220
Associate Senior Project Manager	$ 210
Associate Project Manager	$ 210
Associate Design Leader	$ 185
Senior Architect or Senior Construction Administrator	$ 185
Senior Project Architect	$ 170
Construction Administrator	$ 170
Project Manager or Bond Program Manager	$ 170
Project Architect	$ 155
Senior Designer	$ 155
Senior Job Captain	$ 145
Job Captain	$ 130
Project Admin V	$ 120
Project Designer III	$ 120
Project Designer II	$ 110
Project Admin IV	$ 110
Project Designer I	$100
Project Admin III	$ 95
Project Admin II	$ 85
Project Admin I	$ 75
Project Assistant	$ 70
Intern	$ 60
Project Consultants	Actual Fee + 15%

Fees are subject to change every January 1 of the New Year.

Attachment A

STUDIO W
ARCHITECTS

2023 EXPENSE SCHEDULE

EXPENSE		COST
Color Prints 8-1/2 x 11		$2.25/print
	11 x 17	$2.75/print
	All other sizes	cost
Delivery (Other than mail)		cost
Facsimile		$1.25
Large Scale Photocopy		cost
Lodging		cost
Meals		cost
Mileage (subject to adjustment to match IRS allowed amount)		$0.655/mile
Permits and Fees		cost
Photocopy Black & White		$0.10/page
Photo Development		cost
Plots		$15.00/plot
Postage		cost
Reproduction		cost
Telephone		cost
Travel		cost
Other Direct Project Expense		cost

ABOVE EXPENSES ARE SUBJECT TO 15% SURCHARGE

Project expenses other than cost expenses are subject to change every January 1 of the Yew Year

Attachment B

STUDIO W ARCHITECTS

ATTACHMENT 'C'

LUMP SUM FEE

Alum Rock Unified School District / Lucha Elementary School

1711 E San Antonio Street, San Jose, CA 95116

TASK																		
Project Administration	1	$ 380.00	2	$ 840.00		$ -		$ -		$ -		$ -		$ -				
Meetings (City, Community, etc.)		$ -		$ -	2	$ 440.00		$ -	2	$ 300.00		$ -		$ -				
Schematic Design		$ -		$ -	4	$ 880.00		$ -	8	$ 1,200.00	20	$ 3,400.00		$ -				
Construction Documents		$ -	2	$ 840.00	6	$ 1,320.00		$ -	32	$ 4,800.00	32	$ 5,440.00		$ -				
Agency Approval		$ -		$ -		$ -		$ -	8	$ 1,200.00	10	$ 1,700.00		$ -				
Bidding Assistance		$ -		$ -		$ -		$ -	12	$ 1,800.00		$ -		$ -				
Construction Administration: Architectural submittal review, RFI responses, (1) punch list review		$ -		$ -		$ -	20	$ 3,000.00		$ -	8	$ 1,360.00	8	$ 880.00				
Close Out: review contractor close out submittals: warranty/guarantee, as built plans, O&M manuals		$ -		$ -		$ -	8	$ 1,200.00		$ -		$ -	8	$ 880.00				
CONSULTANTS																		
Civil Engineer, Northstar Engineering (Site Investigation & Design)															$ 10,500.00	$ 1,575.00		
SUB TOTAL OF PROFESSIONAL FEES	1	$ 380.00	4	$ 1,680.00	12	$ 2,640.00	28	$ 4,200.00	62	$ 9,300.00	70	$ 10,500.00	16	$ 1,760.00	$ 10,500.00	$ 1,575.00	$	42,905
Direct Project Expense																	$	4,095
TOTAL LUMP SUM FEE ARCHITECTURAL & CIVIL ENGINEERING SERVICES																	$	53,000
Survey, Northstar Engineering															$ 7,530.00	$ 1,129.00		
TOTAL LUMP SUM FEE WITH SURVEY																	$	90,648

1/12/2023

STUDIO W
ARCHITECTS

January 12, 2023

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Unified School District
2930 Gay Avenue, San Jose, CA 95127
Kolvira.chheng@arusd.org

RE: Architectural Services for Lyndale Elementary School: Play Structure & Code Required ADA Upgrades
13901 Nordyke Drive, San Jose, CA 95127

Dear Kolvira,

We are pleased to present this fee proposal for services to install (1) play structure, upgrades to path of travel to the play structure and, 20% ADA upgrades for the Lyndale Elementary School project.

We request the District provide any available scans of existing school plans and existing topographic surveys, along with play structure plans.

Lump Sum Fee for Architectural & Civil Engineering Services: $44,000, plus $10,143 fee for a Topographic Survey of the existing paths of travel. Total fee including Survey: $54,143

For the Fee stated above, Studio W Architects will perform the following services:
Prepare plans for installing (1) Play Structure, Path of Travel upgrades to the new structure, and 20% of construction cost accessible upgrades in the following order: primary entrance, toilet facilities serving the area, drinking fountains serving the area, public telephones serving the area and signage.

- Topographic Survey of required Paths of Travel
- Schematic Site Plan:
  - Procure PDF copies of existing plans for Lyndale Elementary School from District
  - Procure Play Structure Plans from Manufacturer
  - Site visit and meeting with District to confirm location for Play Structure, required ADA paths of travel and review existing restrooms nearest the play structure
  - Coordinate Play Structure location with code complying path of travel.
  - Prepare Site Plan showing location of Play Structure
  - Prepare floor plans showing path of travel and accessible upgrades
  - Gain District approval on Play Structure location and path of travel and accessible upgrades.
- Construction Documents:
  - Project Cover Sheet
  - Site Plan, to include ADA improvements to path of travel necessary to connect the hardcourt or grass area where the play structure is placed to the complying Path of Travel.
  - Code Analysis
  - Site Details
  - Incorporate District provided Play Structure Plans
  - Prepare floor plans and associated details for ADA upgrades

- ❖ Prepare and submit DSA forms:
  - o DSA-1
  - o DSA-1 REG
  - o DSA-103 Test & Inspection Form
- ➢ DSA Review & Approval, including DSA back check meeting
- ➢ Bid Phase: respond to contractor pre-bid RFI's
- ➢ Construction Phase:
  - ❖ Assist the District with procuring a Project Inspector and Test Lab, as required by DSA 103 form.
  - ❖ Prepare and issue DSA 102-IC form
  - ❖ Respond to Contractor RFI's
  - ❖ One site visit to confirm installed play structures comply with DSA approved plans
- ➢ DSA close out:
  - ❖ Prepare and submit DSA close our forms, including DSA-6 AE Final Verified Report and DSA-168 Final Price.

Deliverables: electronic files

Payment Schedule:

➢ Survey:	$10,143
➢ SD:	$7,125
➢ CD:	$19,270
➢ DSA Approval:	$4,105
➢ Bid:	$1,935
➢ CA:	$8,420
➢ Closeout:	$3,145
➢ Total:	$54,143

Exclusions:

- ➢ Geotechnical Report
- ➢ ADA upgrades to other existing campus Paths of Travel, except for connection of play structure to ADA improvements noted in the scope of work above.
- ➢ ADA upgrades to existing parking lot
- ➢ Work related to non-certified prior projects, if any
- ➢ Landscape Architect, Structural Engineer and MEP Engineer services
- ➢ Cost Estimating
- ➢ Book Specifications
- ➢ Site Utilities
- ➢ Agency Fees
- ➢ Testing and Inspection
- ➢ The cost of scanning existing plans and the cost of printing copies of DSA approved plans

The following documents are enclosed:

- Site Plan
- Studio W 2023 Fee Schedule (Attachment A)
- Studio W 2023 Expense Schedule (Attachment B)
- Fee Worksheet dated 01/12/23 (Attachment C)

After your review of these documents, please acknowledge your acceptance by issuing a Consultant Agreement for Architectural Services for this project. Please feel free to contact me with any questions you may have.

Sincerely,

Studio W Architects

Brian Whitmore, AIA, LEED® AP
President & CEO

cc: James E. Moore IV, Architect, LEED® AP, Chief Operating Officer
Michele Gargano, AIA, LEED® AP BD+C, CDT, NCARB, Client Leader
Studio W Marketing


Untitled Map
Write a description for your map.
Lyndale Elementary School
13901 Nordyke Drive
San Jose, CA 95127
PLAY STRUCTURE LOCATION
RESTROOMS LOCATED HERE
ACCESSIBLE PARKING STALL FOR SPED CLASSROOM
ADMIN ENTRY
Lyndale Elementary School
Google Earth
400 ft
N

STUDIO W
ARCHITECTS

2023 FEE SCHEDULE

STAFF CATEGORY	HOURLY RATE
Principal Owner Architect	$ 385
Principal Architect	$ 320
Associate Principal or Senior Bond Program Manager	$ 240
Senior Associate Client Leader	$ 220
Associate Senior Project Manager	$ 210
Associate Project Manager	$ 210
Associate Design Leader	$ 185
Senior Architect or Senior Construction Administrator	$ 185
Senior Project Architect	$ 170
Construction Administrator	$ 170
Project Manager or Bond Program Manager	$ 170
Project Architect	$ 155
Senior Designer	$ 155
Senior Job Captain	$ 145
Job Captain	$ 130
Project Admin V	$ 120
Project Designer III	$ 120
Project Designer II	$ 110
Project Admin IV	$ 110
Project Designer I	$100
Project Admin III	$ 95
Project Admin II	$ 85
Project Admin I	$ 75
Project Assistant	$ 70
Intern	$ 60
Project Consultants	Actual Fee + 15%

Fees are subject to change every January 1 of the New Year.

Attachment A

STUDIO W
ARCHITECTS

2023 EXPENSE SCHEDULE

EXPENSE		COST
Color Prints 8-1/2 x 11		$2.25/print
	11 x 17	$2.75/print
	All other sizes	cost
Delivery (Other than mail)		cost
Facsimile		$1.25
Large Scale Photocopy		cost
Lodging		cost
Meals		cost
Mileage (subject to adjustment to match IRS allowed amount)		$0.655/mile
Permits and Fees		cost
Photocopy Black & White		$0.10/page
Photo Development		cost
Plots		$15.00/plot
Postage		cost
Reproduction		cost
Telephone		cost
Travel		cost
Other Direct Project Expense		cost

ABOVE EXPENSES ARE SUBJECT TO 15% SURCHARGE

Project expenses other than cost expenses are subject to change every January 1 of the Yew Year

Attachment B

STUDIO W ARCHITECTS

ATTACHMENT 'C'

LUMP SUM FEE

Alum Rock Unified School District / Lyndale Elementary School

13901 Nordyke Drive, San Jose, CA 95127

| TASK | | |

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

7.06

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Notice of Completion and Change Orders for Project B2223-Bonds13 Play Surfaces at Adelante I and San Antonio ES Project**

Staff Analysis: Construction services work for project B2223-Bonds13 was accepted as complete by Ed Villareal, Director MOT on 10/10/22.

The work was completed within the contract timeframes. No change orders were issued:

Change Order #1: ($13,383.00)
Issued to remove contingency allowance.

Item	Cost	New Contract Amount:
Original Agreement	$147,213.00	N/A
Change Order No. 1	$(13,383.00)	$133,830.00

Recommendation: Staff recommend the Board of Trustees amend the contract by approving Change Order No. 1, accept the work and approve recording of the Notice of Completion for Project B2223-Bonds13 Play Surfaces Project.

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

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

To the Board of Trustees:

Recommended Approval

7.06
Agenda Placement

Meeting: February 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RECORDING REQUESTED BY

Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

AND WHEN RECORDED MAIL TO:

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

RECORDED WITHOUT FEE PER G.C. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given, pursuant to Civil Code section 9204, that:

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is **2930 Gay Avenue, San Jose, CA 95127**.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed 10/10/22
6. The work done was B2223 Bonds13 Small Projects – Multiple Schools Asphalt Project.
7. The contractor for such work of improvement was The KYA Group, 1800 E. McFadden Ave., Santa Ana, Ca 92705.
8. The date of contract between the above-contractor and Owner is 8/11/22.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street addresses of said property are 2999 Ridgemont Dr. San Jose, CA 95127 and 1721 E. San Antonio St. San Jose, CA 95116.

Dated: _____

_____
Kolvira Chheng, Asst. Superintendent Business Services

VERIFICATION

I, Hilaria Bauer, Ph.D., say: I am the Superintendent for the Alum Rock Union School District and the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof and the same of my own knowledge. I hereby declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: _____ at San Jose, California

_____

Hilaria Bauer, Ph.D.
Superintendent, Alum Rock Unified School District

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: Small Projects Multiple Schools Play Surface Project Date: 10/19/22
Bid No.: _____B2223-Bonds13_____ DSA File No.: N/A
DSA Appl. No.: N/A The following parties agree to the terms of this Change Order:

Owner: Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

Contractor: KYA Services LLC
1800 E. McFadden Ave,
Santa Ana, CA 92705

Architect: N/A

Project Inspector: Kleinfelder Construction Services_

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Day Ext
PCO #	Credit for Owner's Contingency not used	$(13,383.00)	0

Contract time will be adjusted as follows: Previous Completion Date: _____N/A_____ Calendar Days Extension (zero unless otherwise indicated) Current Completion Date:	Original Contract Amount:	$ 147,213.00
	Amount of Previously Approved Change Order(s):	$0
	Amount of this Change Order:	$(13,383.00)
	Contract Amount:	$133,830.00

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which

Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

12/14/22

Kolvira Chheng — Date

Contractor:

11-4-2022 ~~9-9-2022~~

Brooks Berry — Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

FOR

12/12/22

Dane Ruddell — Date

END OF DOCUMENT

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

7.07

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: February 9, 2023

To the Superintendent of Schools

Subject: **Notice of Completion and Change Orders for Project B2223-Bonds17 at Joseph George MS Asphalt Replacement by Silicon Valley Paving, Inc.**

Staff Analysis: Construction services work for project B2223-Bonds17 was accepted as complete by Ed Villareal, Director MOT on 12/5/2022.

The work was completed within the contract timeframes. One Change Order was issued.

Change Order #01 $ (9,946.78)
Issued to credit back removal of a portion of asphalt paving, removal of a portion of rock base, to add a portion of asphalt and to remove unused project costs.

Item	Cost	New Contract Amount:
Original Agreement	$195,248.00	N/A
Change Order #01	$ (9,946.78)	$ 185,301.22

Recommendation: Staff recommend the Board of Trustees accept the work and amend the contract to Silicon Valley Paving and approve recording of the Notice of Completion for Project B2223-Bonds17 Joseph George MS Asphalt Replacement.

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

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

To the Board of Trustees:

Recommended Approval

7.07
Agenda Placement

Meeting: February 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

RECORDING REQUESTED BY

Hilaria Bauer, Ph.D.
Superintendent
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

AND WHEN RECORDED MAIL TO:

Kolvira Chheng
Assistant Superintendent Business Services
Alum Rock Union School District
2930 Gay Avenue
San Jose, CA 95127

RECORDED WITHOUT FEE PER G.C. 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice is hereby given, pursuant to Civil Code section 9204, that:

1. The undersigned is an agent of the owner of the estate or interest stated below.
2. The name of the Owner is Alum Rock Union School District.
3. The address of the Owner is **2930 Gay Avenue, San Jose, CA 95127**.
4. The nature of the estate or interest is in fee.
5. A work of improvement on the property hereinafter described was completed 12/5/22
6. The work done was B2223 Bonds17 Small Projects – JOSEPH GEORGE MS Asphalt Project.
7. The contractor for such work of improvement was Silicon Valley Paving, Inc., 1050 Commercial St. Ste. 101, San Jose, CA 95112
8. The date of contract between the above-contractor and Owner is 9/27/22.
9. The property on which said work of improvement was completed in Santa Clara County, State of California. The street address of said property is:
   Joseph George Middle School
   277 Mahoney Dr. San Jose, CA 95127

Dated: _____

_____
Kolvira Chheng, Asst. Superintendent Business Services

VERIFICATION

I, Hilaria Bauer, Ph.D., say: I am the Superintendent for the Alum Rock Union School District and the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof and the same of my own knowledge. I hereby declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: _____ at San Jose, California

_____

Hilaria Bauer, Ph.D.
Superintendent, Alum Rock Unified School District

DOCUMENT 00 63 63

CHANGE ORDER FORM

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

CHANGE ORDER NO.:
01

CHANGE ORDER

Project: _____George MS Asphalt Project
Bid No.: _____B2223-Bonds17_____

Date: 1/18/23
DSA File No.: N/A
DSA Appl. No.: N/A

The following parties agree to the terms of this Change Order:

Owner: Alum Rock Union School District
2930 Gay Ave.
San Jose, CA 95127

Contractor: Silicon Valley Paving Inc.

1050 Commercial Street, Suite 101
San Jose, CA 95112

Architect: N/A

Project Inspector: Kleinfelder Construction Services_

2882 Prospect Park Dr.
Rancho Cordova, CA 95670

Reference	Description	Cost	Days Ext.
PCO #1	Credit for Removal of a Portion of Asphalt Paving	$ (3,505.00)	0
PCO#2	Credit for Removal of a Portion of Asphalt Rock Base	$ (2,250.00)	0
PCO#3	Addition of Asphalt Scope of Work	$ 13,558.22	0
PCO#4	Contingency – Owner Not Used	$ (17,750.00)	0

Contract time will be adjusted as follows: Previous Completion Date: _____N/A_ Calendar Days Extension (zero unless otherwise indicated) Current Completion Date:	Original Contract Amount:	$ 195,248.00
	Amount of Previously Approved Change Order(s):	$0
	Amount of this Change Order:	$ (9,946.78)
	Contract Amount:	$ 185,301.22

The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire work as stated therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Kolvira Chheng Date

Contractor:

Todd Slyngstad 1/19/2023 Date

Architect: N/A

Project Inspector:
Kleinfelder Construction Services

Dane Ruddell 1/19/2023 Date

END OF DOCUMENT

8.01

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: January 20, 2023

Subject: **Resolution No. 32-22/23**
Read Across America – March 2, 2023
March 2, 2023, has been proclaimed as Read Across America Day

Staff Analysis: The Alum Rock Union Elementary School District joins with the National Education Association in calling upon the staff, parents, and community of this district to assure that every child is reading with a caring adult on March 2, 2023. The goal is to celebrate literacy and honor Dr. Seuss's birthday.

Recommendation: Staff recommends approval of **Resolution No. 32-22/23**, Read Across America Day – March 2, 2023, as presented.

Submitted by: Dr. Tara Bickford Title: Assessment & Accountability, Academic Services

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 32-22/23
PROCLAIMING MARCH 2, 2023
"READ ACROSS AMERICA DAY"

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District stand firmly committed to promoting reading as the catalyst for our students' future academic success, their preparation for America's jobs of the future, and their ability to compete in the global economy, and

WHEREAS, the staff, parents, and community of the Alum Rock Union Elementary School District strive to provide significant leadership in the area of community involvement in the education of our youth, which is grounded in the principle that educational investment is the key to the community's well-being and long-term quality of life; and

WHEREAS, Read Across America Day, a national celebration of Dr. Seuss' birthday on March 2nd, promotes reading and adult involvement in the education of our community's students;

NOW, THEREFORE, BE IT RESOLVED, on February 9, 2023, that the Alum Rock Union Elementary School District and the California State Board of Education proclaim Wednesday, March 2, 2023, as "Read Across America Day" and call upon the staff, parents, and the community of the Alum Rock Union Elementary School District to assure that every child is in a safe place reading with a caring adult on March 2, 2023.

PASSED AND ADOPTED this 9th day of February, 2023, 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:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, 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 February 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.02

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: January 20, 2023

Subject: **Resolution No. 33-22/23**
Women's History Month – March, 2023
March, 2023, has been proclaimed as Women's History Month.

Staff Analysis: This resolution proclaims the month of March, 2023, as Women's History Month and encourages all educational communities to commemorate this occasion with appropriate instructional activities. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest education for all students.

Recommendation: Staff recommends approval of **Resolution No. 33-22/23**, Women's History Month, as presented.

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

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 33-22/23
PROCLAIMING MARCH, 2023
"WOMEN'S HISTORY MONTH"

WHEREAS, women of every race and ethnic background contributed to our country's triumphs and accomplishments in countless ways as wives, mothers, pioneers, nuns, indentured servants, and slaves; and

WHEREAS, women have played, and continue to play, a critical economic, cultural, and social role in every sphere of our nation's life by constituting a significant portion of the labor force working in and outside the home and as elected officials; and

WHEREAS, women have played a unique role throughout our history by providing the majority of the nation's volunteer labor force and have been particularly important in the establishment of early charitable, philanthropic, and cultural institutions in the country; and

WHEREAS, women of every race and ethnic background served as leaders in the forefront of every major progressive social change movement, not only to secure their own right of suffrage and equal opportunity, but also in the abolitionist movement, the emancipation movement, the industrial labor union movement, and the modern civil rights movement, and

WHEREAS, the role of women in history has been overlooked and undervalued and is an important part of the body of American and world history; and

WHEREAS, the *History-Social Science Framework for California Public Schools, Kindergarten through Grade Twelve,* states that the history of community, state region, nation, and world must reflect the experiences of men and women in different racial, religious, and ethnic groups, and that these studies be integrated at every grade level in the curriculum.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of March, 2023, as "Women's History Month" and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 9th day of February, 2023, 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:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, 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 February 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: January 20, 2023

Subject: **Resolution No. 34-22/23**
Arts Education Month – March, 2023
March, 2023, has been proclaimed as Arts Education Month.

Staff Analysis: This resolution proclaims the month of March, 2023, as Arts Education Month and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts. The strategy is to develop and maintain productive, meaningful partnerships with families and communities to ensure the highest quality education for all students.

Recommendation: Staff recommends approval of **Resolution No. 34-22/23**, Arts Education Month, as presented.

Submitted by: Maria Thomas Title: VAPA Coordinator, Academic Services

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

8.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 34-22/23
PROCLAIMING MARCH, 2023
"ARTS EDUCATION MONTH"

WHEREAS, Arts Education, which includes dance, music, theater, and the visual arts, is an indispensable part of basic education for all students, kindergarten through grade twelve, to enhance their understanding of the world and to develop their full potential;

WHEREAS, through well planned instruction and activities in art, children develop initiative, creative ability, self-expression, self-reflection, critical thinking skills, discipline, a heightened appreciation of beauty, and cross-cultural understanding;

WHEREAS, the arts are collectively one of the most important repositories of culture, and experience in the arts fosters insights and abilities central to the experience of life;

WHEREAS, many national and state professional arts education associations sponsor celebrations each March encouraging student participation in the arts;

WHEREAS, these celebrations give California schools an important opportunity to focus on the value of the arts for all students, promote cross-cultural understanding, give recognition to the state's outstanding young artists, and enhance public support for the arts; and

WHEREAS, the *Visual and Performing Arts Framework for California Public Schools, Kindergarten through Grade Twelve,* adopted by the California State Board of Education in 1995, states that education in the arts is "essential for all students" and calls upon the California public schools to "provide a balanced curriculum, with the arts as a part of the core of all students, kindergarten through grade twelve, no matter what the students' abilities, language capacities, or special needs happen to be;"

NOW, THEREFORE, BE IT RESOLVED, the Alum Rock Union Elementary School District joins with the California State Board of Education in proclaiming the month of March, 2023, as "Arts Education Month" and encourages all educational communities to celebrate the arts with meaningful student activities and programs that demonstrate learning and understanding in the visual and performing arts.

PASSED AND ADOPTED this 9th day of February, 2023, 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:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, 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 February 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.04

`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: January 19, 2023

Subject: **School-sponsored Field Trip List**

Staff Analysis: Student field trips are an important component of the educational program. Field trips supplement and enrich classroom-learning experiences and provide opportunities for students to relate their new learning to the outside world.

Recommendation: Staff recommends approval of out-of-county and overnight school sponsored field trips.

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

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

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

8.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD **Field Trips for Board Approval: February 9, 2023**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Russo/McEntee	**Mt. Hermon Outdoor Science School**	**Felton**	**03/07 - 03/10/2023**	**5th**	**1**	**060-9010-0-5808 -00-1100-1000-0 00000-320-2320**	**Students will observe and learn about ecosystems while thinking about the role of conservation and human impact on the environment.**
Russo/McEntee	**Mt. Hermon Outdoor Science**	**Felton**	**04/04 - 04/07/2023**	**5th**	**1**	**060-9010-0-5808 -00-1100-1000-0 00000-320-2320**	**Students will observe and learn about earth systems and ecosystems while thinking about the role of conservation and human impact on the environment.**
Sheppard Middle School	O'Neil Sea Odyssey	Santa Cruz	03/28/2023	6th	3	060-3010-0-5835 -00-1110-1000-0 00000-170-1190	To allow students to explore marine life and how we can help our oceans.
Sheppard Middle School	O'Neil Sea Odyssey	Santa Cruz	03/29/2023	6th	3	060-3010-0-5835 -00-1110-1000-0 00000-170-1190	To allow students to explore marine life and how we can help our oceans.
Russo/McEntee	Sanborn County Park	Saratoga	03/15/2023	Kinder/ TK	3	060-9010-0-5808 -00-1100-1000-0 00000-320-2320	To experience a nature hike and to observe plants and animals in their natural habitat.
Adelante I	National Steinbeck Center	Salinas	02/13/2023	7th /8th	4	060-3010-0-5808 -00-1110-1000-0 00000-280-1190	For students to learn more about the author and his career as a writer.
Russo/McEntee	Don Edwards Wildlife Refuge Learning Center	Fremont	03/22/2023	1st	2	060-9010-0-5835 -00-1100-1000-0 00000-320-2320	Students will learn about the wetlands, and the loss of wetlands in the Bay Area

8.05

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: January 18, 2023

Subject: California State Preschool Program (CSPP) Continued Funding Application for Fiscal Year 2023—2024.

Staff Analysis: Adoption of Resolution No. 24-22/23 to enter into this transaction with the California Department of Education (CDE) for the purpose of requesting Continued Funding, as required in annual application process for funds to provide early learning/childcare and development within Alum Rock Union Elementary School District for Fiscal Year 2023-2024. Alum Rock Union Elementary School District will continue to use CDE funds and provide dual Immersion preschool services for families in Adelante I and Adelante II.

Recommendation: **Staff recommends that the Board of Trustees approve Resolution No. 24-22/23 as submitted.**

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

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

To the Board of Trustees:

Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

8.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

RESOLUTION NO. 24 -22/23

California State Preschool Programs (CSPP) Continued Funding Application Fiscal Year 2023-2024

WHEREAS, this resolution is adopted in order to certify the approval, acceptance and authorization of signature of the Governing Board to enter into this transaction with the California Department of Education for the purpose of applying for continued funding to provide early learning/childcare and development services for Fiscal Year 2023-24;

WHEREAS, current Fiscal Year 2022-2023 contract CSPP-2537 in the amount of $1,254,857.00 provides subsidized care for preschool programs located at Alum Rock Schools for families who meet eligibility criteria established by the California Department of Education;

WHEREAS, THINK Together, in coordination with the Alum Rock Union Elementary School District, with continued funding in Fiscal Year 2023-2024 will continue to offer a comprehensive, licensed preschool program at Adelante Dual Language Academy, 2999 Ridgemont Drive, San Jose California, 95127 and Adelante Dual Language Academy II, 1970 Cinderella Lane, San Jose California, 95116;

NOW, THEREFORE, BE IT RESOLVED, that the Governing Board of Alum Rock Union Elementary School District approves to apply for Fiscal Year 2023-2024 Continued Funding Application with the California Department of Education;

BE IT FURTHER RESOLVED, that Barbara Campbell, Assistant Superintendent and Dr. Dianna Ballesteros, Director of Early Learning may submit and receive all documents pertaining to the licensed Alum Rock Union Elementary School District preschool program;

PASSED AND ADOPTED, this 9th day of February, 2023, 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:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, 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 February 9, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

CONTINUED FUNDING APPLICATION FISCAL YEAR 2023-24

1. Introduction

Contractors who wish to be considered for continued funding for Fiscal Year (FY) 2023-24 must read the accompanying instructions and fully and accurately complete this application for continued funding. Please note that contractors have no vested right to a subsequent contract. Failure to respond to this application by the noted due date shall constitute notice to the Child Care and Development Division (CCDD) of the intent to discontinue services at the end of the current contract year unless the contractor has received a written notice of extension of time from the CCDD. If this application is returned to the CCDD by the due date, but is not fully and accurately completed, continued funding for FY 2023-24, may not be awarded, or funding may be delayed. Completion of this Continued Funding Application (CFA) does not guarantee a renewal of funding. Any contractors who are approved for continued funding will be expected to execute a contract with the California Department of Social Services (CDSS) and comply with all applicable federal and state laws as well as all Funding Terms and Conditions and applicable Program Requirements incorporated into the contract.

If your agency does not intend to continue their contract, please contact your Program Quality and Improvement (PQI) Assigned Consultant. Instructions on how to relinquish your contract can be found on the main CFA web page.

Instructions to complete this application may be accessed on the Child Care and Development CFA Web page.

Select Next at the bottom of the screen to begin the application.

2. Section I – Contractor Information

1. Legal Name of Contractor

Alum Rock Union Elementary School District

2. Contractor "Doing Business As" (DBA)

Alum Rock Union Elementary School District

3. Headquartered County

Santa Clara

4. Vendor Number

6936

5. Contact Person Completing Application
The Contact Person listed below will be the point of contact for the CDSS if there are any questions regarding this Continued Funding Application.

Full Name

Dr. Dianna J. Ballesteros

Title

Director of Early Learning

Telephone Number (999-999-9999)

408-928-7290

Email Address

dianna.ballesteros@arusd.org

6. Executive Director Information

Full Name

Dr. Dianna J. Ballesteros

Telephone Number (999-999-9999)

408-928-7290

Email Address

dianna.ballesteros@arusd.org

7. Program Director Information

Full Name

Dr. Dianna J. Ballesteros

Telephone Number (999-999-9999)

408-928-7290

Email Address

dianna.ballesteros@arusd.org

8. Legal Business Address

Street Address

2930 Gay Avenue

City

San Jose

Zip Code

95127

9. Mailing Address (if different from above)

Street Address

2000 Kammerer Ave

City

San Jose

Zip Code

95116

10. Recipients of Federal funding must be registered and be active in SAM.gov. Please provide your SAM.gov unique ID number. https://sam.gov/content/home

MFSQBYXQ5BS1

3. Section II – Contract Types

Check all applicable boxes indicating the programs the contractor intends to continue to administer for FY 2023-24. The contractor agrees to continue implementation of these programs with funds provided by the CDSS.

11. Center-Based Programs:

Not applicable

12. Alternative Payment Programs:

Not applicable

13. Other Programs:

Not applicable

14. For informational purposes only, please indicate if your agency has one of the following programs:

California State Preschool Program (CSPP)

4. Section III – Contractor's Officers and Board of Directors Information

15. Does the contractor have a board of directors?

Yes

16. List all officers and board members/governing individuals (i.e., owner, director, etc.)

Click "Add Another Officer, Board Member, Owner or Governing Individual" as necessary.

First Name

Minh

Last Name

Pham

Title

President

Telephone Number ***(999-999-9999)***

408-928-6827

Email Address

minh.pham@arusd.org

Address

2930 Gay Ave, San Jose, CA 95127

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Corina

Last Name

Herrera-Loera

Title

Vice-President

Telephone Number ***(999-999-9999)***

408-320-6290

Email Address

corina.herrera-loera@arusd.org

Address

2930 Gay Ave, San Jose, CA 95127

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Andrés

Last Name

Quintero

Title

Clerk

Telephone Number ***(999-999-9999)***

408-550-9784

Email Address

andres.quintero@arusd.org

Address

2930 Gay Ave, San Jose, CA 95127

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Ernesto

Last Name

Bejarano

Title

Member

Telephone Number ***(999-999-9999)***

408-786-6327

Email Address

ernesto.bejarano@arusd.org

Address

2930 Gay Ave, San Jose, CA 95127

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

First Name

Linda

Last Name

Chavez

Title

Member

Telephone Number ***(999-999-9999)***

408-928-6825

Email Address

linda.chavez@arusd.org

Address

2930 Gay Ave, San Jose, CA 95127

Has this individual ever served as an officer, board member, owner or governing individual with an agency that received state or federal funding and which agency funding was terminated or involuntarily non-renewed, or the agency was debarred from funding for any period of time?

No

5. Section IV – Subcontractor Certification

17. The following types of contracts do not have subcontractors (check all that apply):

Not applicable

18. The following types of contracts do have subcontractors (check all that apply). For each contract type selected, submit a separate form CCD 30B (upload the files in Section VII). The form is available on the CFA web page.

Not applicable

19. By providing a signature at the end of this section, I certify that all of the above subcontractor certification information is true

Signature of Contractor's Authorized Representative

Dr. Dianna J Ballesteros

Signature of: Dr. Dianna J. Ballesteros

Title of Contractor's Authorized Representative

Director of Early Learning

Date of Signature

01/18/2023

Authorized Representative's Telephone Number (999-999-9999)

408-928-7290

Authorized Representative's Email Address

dianna.ballesteros@arusd.org

6. Section V – Contractor Certifications

INSTRUCTIONS: Please indicate "Yes" or "No" to the following as they apply to your agency. By providing a signature at the end of this section, the signer certifies and understands the following:

Personnel Certification

Applies only to agencies who are Center-Based Programs and Family Child Care Home Education Networks.

The State of California requires any contractor receiving child care and development funds, disbursed by the CDSS to employ fully qualified personnel as stipulated in California Education Code (EC); California Code of Regulations, Title 5 (5 CCR); and Funding Terms and Conditions.

I certify, as the authorized agent representing this contractor, that I have read and understand the staffing requirements for Program Director, Site Supervisor, and Teacher as stipulated in Welfare and Institution Code (W&IC), EC, 5 CCR, and Funding Terms and Conditions. All child care staff employed in CDSS funded program(s) are fully qualified for their respective positions. The exception to this certification is a person employed as Program Director or Site Supervisor who possesses a current Staffing Qualifications Waiver approved by the CCDD.

20. I am a Center-Based Program or a Family Child Care Home Education Network.

Yes

Contractors with Subcontracts

Applies only to agencies with subcontracts.

I certify that the contractual arrangement(s) listed in Section IV – Subcontract Certification are made in adherence to the required subcontract provisions contained in the 5 CCR, and the Funding Terms and Conditions.

I understand that signing this certificate does not lessen the legal responsibility for the child care and development service contract requirements. As the contractor, it is my responsibility to monitor the performance of the subcontractor to ensure services are provided appropriately through the entire contract term.

I understand the subcontracting requirements, including competitive bidding, CDSS approval, and audit requirements in 5 CCR section 18026 et. seq.

21. I subcontract part of my subsidized funding.

Yes

Board of Directors

Applies only to agencies with a Board of Directors.

I am authorized by the Contractor's Board of Directors or other governing authority to execute this CFA.

On behalf of the Contractor and its governing authority, we understand some information requested in this application is intended for use by CDSS auditors in connection with future audit work and performance reviews and may not be used or even reviewed or considered by the CDSS until well after the contract has expired, if ever. Therefore, we further understand that the information (and any underlying transactions) disclosed by this Application shall not be considered properly noticed to the CDSS nor approved, accepted or authorized by the CDSS, even if our request for continued funding by the CDSS is subsequently approved.

The governing board members have been trained in understanding conflict of interest requirements associated with their positions on the board and have reported all known conflicts of interest.

22. I have a board of directors or other governing authority to execute this CFA.

Yes

Program and Fiscal Operations

Applies to all applying agencies.

I have supervisory authority over the child development program, have actual, personal knowledge of the information provided in this Application and certify that it is true and correct in all material respects.

I am familiar with and will ensure that the Contractor complies with all applicable program requirements, statutes, and regulations, including:

Prohibitions on conflicts of interests, including (i) the assurances required to establish that transactions with officers, directors and other related party transactions are conducted at arm's length, and (ii) employment limitations stated in W&IC 10399.
All audit and fiscal requirements and I take full responsibility for obtaining the required financial and compliance audits for my subcontractor (s).
All subcontractors' audits and fiscal reporting and submission requirements.
All audits and fiscal requirements for subcontractors and I am aware that not meeting reporting timelines can result in apportionment withholding unless an extension is granted.
Cost reimbursement requirements, including reimbursable and non-reimbursable costs, documentation requirements, the provisions for determining the reimbursable amount and other provisions in 5 CCR section 18033 et. seq.
Accounting and reporting requirements in 5 CCR section 18063 et. seq.
Operational and programmatic requirements.

23. By providing a signature at the end of this section, I certify that all of the above information in this section is true.

Signature of Contractor's Authorized Representative

Dr. Dianna J Ballesteros

Signature of: Dr. Dianna J. Ballesteros

Title of Contractor's Authorized Representative

Director of Early Learning

Date of Signature

01/18/2023

Authorized Representative's Telephone Number (999-999-9999)

408-928-7290

Authorized Representative's Email Address

dianna.ballesteros@arusd.org

7. Section VI – Certification of Contractor Information in the CDMIS

24. Contractors are required to review all information in the Child Development Management Information System (CDMIS) and update any outdated information. To review the information and submit changes, log on to the CDMIS.

By checking the box below, I certify, as the authorized representative of the agency listed below, I have reviewed all the information for Alum Rock Union Elementary School Districtand updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for Alum Rock Union Elementary School District as of the date this certification was signed.

I certify that the above requirements have been met by my agency.

25. Signature of Program Director/Authorized Representative:

Signature & Printed Name



Signature of: Dr. Dianna J. Ballesteros

Date Signed

01/18/2023

8. Section VII – Required Attachments

26. Are you a public agency?
The State Administrative Manual defines apublic agency as any state agency, city, county, special district, school district, community college district, county superintendent of schools, or federal agency. Any agency that does not meet this criteria is considered a "non-public agency."

Yes

27. Do you represent a school or school district?

Yes

28. Are you a community college or community college district in California?

No

29. Are you a tax-exempt entity?

No

30. Are you a charitable corporation, unincorporated association, or trustee doing business in or holding property in California?

No

9. Section VII – Required Attachments (Cont'd)

All attachments must be completed and uploaded to the application. For your convenience, links to the required forms are provided below. These links are also located on the CFA web page. Please download, complete, and save a copy of each form for your records.

31. Continued Funding Application Fiscal Year 2023-24 Program Calendar (CCD 33)
Required for all contractors. Complete one calendar for each contract type and upload below.

FY2324_CFA_Program_Calendar.xlsx

32. Verification of School District Name and Address:California School Directory
Required for all public agencies. Print the contractor's information page and upload below.

Alum_Rock_UESD_CA_School_Directory.pdf

33. All agencies with a board of directors are required to submit a board resolution authorizing the signer to contract with the California Department of Social Services for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2023-24.
You may upload a copy of your board's resolution below. A sample template is also available at the following link: CCD 44 Board Resolution

1.BOARD_COVER_2023-24_CFA.doc
2.RESOLUTION_NO24-22.23_CDE_CONTINUED_FUNDING_-CSPP-2022-2023.docx

10. Section VIII – Self-Certifications

34. Self-Certifications:

By checking this checkbox, the applicant certifies that they are not a delinquent tax payor on the list located on the Franchise Tax Board web page.
By checking this checkbox, the applicant certifies that they are not a delinquent tax payor on the list located on the Department of Tax and Fee Administration web page.
By checking this checkbox, the applicant certifies that they are not the list of sanctioned entities located on the U.S. Treasury web page.

11. Review

35. Would you like to receive a copy of your responses for review purposes prior to submitting your application?
If you select "Yes", an email will your current responses (attached as a PDF) will be sent to this email address: dianna.ballesteros@arusd.org.
Note: to save your progress and receive a link to return to the survey later, please click on the "Save and continue later" button located on the top right corner.

Yes

12. Submission

By clicking 'SUBMIT', Alum Rock Union Elementary School District is indicating that it wishes to automatically renew their contract for FY 2023-24.
Submitting this application, Alum Rock Union Elementary School District is willing to, and does accept, all of the terms and conditions of their contract. The contract will be provided to the contractor no later than June 1, 2023.

Fiscal Year 2022-23 Program Calendar

California Department of Education
Early Education Division

10/1/2022

Instructions

Complete the Contractor Information section below. The Subtotals section will automatically total the number of operating days entered for each month. Each tab below represents a different month in Fiscal Year 2023-2024. For each month, put a "1" for each day of operation and a "0" for a non-operational day. The sheet will auto-total the number of days of operation for you and add all totals from each month on this cover sheet.

Contractor Information

Name of CSPP Contractor:	Alum Rock Unified School District
Vendor Number:	6936
County:	Santa Clara
Contract Type:	CSPP

Subtotals

Note: The following fields are locked and are automatically calculated

First Quarter:	63
Second Quarter:	58
Third Quarter:	62
Fourth Quarter:	63
Total Days of Operation:	246

CDE Signature (CDE Use Only)

EED Consultant Initials:	[EED Consultant Initial]
Date approved by EED Consultant:	[Date approved by EED Consultant]

July 2023 Days of Operation

July 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Saturday, July 01, 2023	0
Sunday, July 02, 2023	0
Monday, July 03, 2023	1
Tuesday, July 04, 2023	0
Wednesday, July 05, 2023	1
Thursday, July 06, 2023	1
Friday, July 07, 2023	1
Saturday, July 08, 2023	0
Sunday, July 09, 2023	0
Monday, July 10, 2023	1
Tuesday, July 11, 2023	1
Wednesday, July 12, 2023	1
Thursday, July 13, 2023	1
Friday, July 14, 2023	1
Saturday, July 15, 2023	0
Sunday, July 16, 2023	0
Monday, July 17, 2023	1
Tuesday, July 18, 2023	1
Wednesday, July 19, 2023	1
Thursday, July 20, 2023	1
Friday, July 21, 2023	1
Saturday, July 22, 2023	0
Sunday, July 23, 2023	0
Monday, July 24, 2023	1
Tuesday, July 25, 2023	1
Wednesday, July 26, 2023	1
Thursday, July 27, 2023	1
Friday, July 28, 2023	1
Saturday, July 29, 2023	0
Sunday, July 30, 2023	0
Monday, July 31, 2023	1
Total:	**20**

August 2023 Days of Operation

August 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Tuesday, August 01, 2023	1
Wednesday, August 02, 2023	1
Thursday, August 03, 2023	1
Friday, August 04, 2023	1
Saturday, August 05, 2023	0
Sunday, August 06, 2023	0
Monday, August 07, 2023	1
Tuesday, August 08, 2023	1
Wednesday, August 09, 2023	1
Thursday, August 10, 2023	1
Friday, August 11, 2023	1
Saturday, August 12, 2023	0
Sunday, August 13, 2023	0
Monday, August 14, 2023	1
Tuesday, August 15, 2023	1
Wednesday, August 16, 2023	1
Thursday, August 17, 2023	1
Friday, August 18, 2023	1
Saturday, August 19, 2023	0
Sunday, August 20, 2023	0
Monday, August 21, 2023	1
Tuesday, August 22, 2023	1
Wednesday, August 23, 2023	1
Thursday, August 24, 2023	1
Friday, August 25, 2023	1
Saturday, August 26, 2023	0
Sunday, August 27, 2023	0
Monday, August 28, 2023	1
Tuesday, August 29, 2023	1
Wednesday, August 30, 2023	1
Thursday, August 31, 2023	1
Total:	**23**

September 2023 Days of Operation

September 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Friday, September 01, 2023	1
Saturday, September 02, 2023	0
Sunday, September 03, 2023	0
Monday, September 04, 2023	0
Tuesday, September 05, 2023	1
Wednesday, September 06, 2023	1
Thursday, September 07, 2023	1
Friday, September 08, 2023	1
Saturday, September 09, 2023	0
Sunday, September 10, 2023	0
Monday, September 11, 2023	1
Tuesday, September 12, 2023	1
Wednesday, September 13, 2023	1
Thursday, September 14, 2023	1
Friday, September 15, 2023	1
Saturday, September 16, 2023	0
Sunday, September 17, 2023	0
Monday, September 18, 2023	1
Tuesday, September 19, 2023	1
Wednesday, September 20, 2023	1
Thursday, September 21, 2023	1
Friday, September 22, 2023	1
Saturday, September 23, 2023	0
Sunday, September 24, 2023	0
Monday, September 25, 2023	1
Tuesday, September 26, 2023	1
Wednesday, September 27, 2023	1
Thursday, September 28, 2023	1
Friday, September 29, 2023	1
Saturday, September 30, 2023	0
Total Days:	**20**

October 2023 Days of Operation

October 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Sunday, October 01, 2023	0
Monday, October 02, 2023	1
Tuesday, October 03, 2023	1
Wednesday, October 04, 2023	1
Thursday, October 05, 2023	1
Friday, October 06, 2023	1
Saturday, October 07, 2023	0
Sunday, October 08, 2023	0
Monday, October 09, 2023	1
Tuesday, October 10, 2023	1
Wednesday, October 11, 2023	1
Thursday, October 12, 2023	1
Friday, October 13, 2023	1
Saturday, October 14, 2023	0
Sunday, October 15, 2023	0
Monday, October 16, 2023	1
Tuesday, October 17, 2023	1
Wednesday, October 18, 2023	1
Thursday, October 19, 2023	1
Friday, October 20, 2023	1
Saturday, October 21, 2023	0
Sunday, October 22, 2023	0
Monday, October 23, 2023	1
Tuesday, October 24, 2023	1
Wednesday, October 25, 2023	1
Thursday, October 26, 2023	1
Friday, October 27, 2023	1
Saturday, October 28, 2023	0
Sunday, October 29, 2023	0
Monday, October 30, 2023	1
Tuesday, October 31, 2023	1
Total:	**22**

November 2023 Days of Operation

November 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Wednesday, November 01, 2023	1
Thursday, November 02, 2023	1
Friday, November 03, 2023	1
Saturday, November 04, 2023	0
Sunday, November 05, 2023	0
Monday, November 06, 2023	1
Tuesday, November 07, 2023	1
Wednesday, November 08, 2023	1
Thursday, November 09, 2023	1
Friday, November 10, 2023	0
Saturday, November 11, 2023	0
Sunday, November 12, 2023	0
Monday, November 13, 2023	1
Tuesday, November 14, 2023	1
Wednesday, November 15, 2023	1
Thursday, November 16, 2023	1
Friday, November 17, 2023	1
Saturday, November 18, 2023	0
Sunday, November 19, 2023	0
Monday, November 20, 2023	1
Tuesday, November 21, 2023	1
Wednesday, November 22, 2023	1
Thursday, November 23, 2023	0
Friday, November 24, 2023	1
Saturday, November 25, 2023	0
Sunday, November 26, 2023	0
Monday, November 27, 2023	1
Tuesday, November 28, 2023	1
Wednesday, November 29, 2023	1
Thursday, November 30, 2023	1
Total:	**20**

December 2023 Days of Operation

December 2023 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Friday, December 01, 2023	1
Saturday, December 02, 2023	0
Sunday, December 03, 2023	0
Monday, December 04, 2023	1
Tuesday, December 05, 2023	1
Wednesday, December 06, 2023	1
Thursday, December 07, 2023	1
Friday, December 08, 2023	1
Saturday, December 09, 2023	0
Sunday, December 10, 2023	0
Monday, December 11, 2023	1
Tuesday, December 12, 2023	1
Wednesday, December 13, 2023	1
Thursday, December 14, 2023	1
Friday, December 15, 2023	1
Saturday, December 16, 2023	0
Sunday, December 17, 2023	0
Monday, December 18, 2023	1
Tuesday, December 19, 2023	1
Wednesday, December 20, 2023	1
Thursday, December 21, 2023	1
Friday, December 22, 2023	1
Saturday, December 23, 2023	0
Sunday, December 24, 2023	0
Monday, December 25, 2023	0
Tuesday, December 26, 2023	0
Wednesday, December 27, 2023	0
Thursday, December 28, 2023	0
Friday, December 29, 2023	0
Saturday, December 30, 2023	0
Sunday, December 31, 2023	0
Total:	**16**

January 2024 Days of Operation

January 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Monday, January 01, 2024	0
Tuesday, January 02, 2024	1
Wednesday, January 03, 2024	1
Thursday, January 04, 2024	1
Friday, January 05, 2024	1
Saturday, January 06, 2024	0
Sunday, January 07, 2024	0
Monday, January 08, 2024	1
Tuesday, January 09, 2024	1
Wednesday, January 10, 2024	1
Thursday, January 11, 2024	1
Friday, January 12, 2024	1
Saturday, January 13, 2024	0
Sunday, January 14, 2024	0
Monday, January 15, 2024	0
Tuesday, January 16, 2024	1
Wednesday, January 17, 2024	1
Thursday, January 18, 2024	1
Friday, January 19, 2024	1
Saturday, January 20, 2024	0
Sunday, January 21, 2024	0
Monday, January 22, 2024	1
Tuesday, January 23, 2024	1
Wednesday, January 24, 2024	1
Thursday, January 25, 2024	1
Friday, January 26, 2024	1
Saturday, January 27, 2024	0
Sunday, January 28, 2024	0
Monday, January 29, 2024	1
Tuesday, January 30, 2024	1
Wednesday, January 31, 2024	1
Total:	**21**

February 2024 Days of Operation

February 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Thursday, February 01, 2024	1
Friday, February 02, 2024	1
Saturday, February 03, 2024	0
Sunday, February 04, 2024	0
Monday, February 05, 2024	1
Tuesday, February 06, 2024	1
Wednesday, February 07, 2024	1
Thursday, February 08, 2024	1
Friday, February 09, 2024	1
Saturday, February 10, 2024	0
Sunday, February 11, 2024	0
Monday, February 12, 2024	1
Tuesday, February 13, 2024	1
Wednesday, February 14, 2024	1
Thursday, February 15, 2024	1
Friday, February 16, 2024	1
Saturday, February 17, 2024	0
Sunday, February 18, 2024	0
Monday, February 19, 2024	0
Tuesday, February 20, 2024	1
Wednesday, February 21, 2024	1
Thursday, February 22, 2024	1
Friday, February 23, 2024	1
Saturday, February 24, 2024	0
Sunday, February 25, 2024	0
Monday, February 26, 2024	1
Tuesday, February 27, 2024	1
Wednesday, February 28, 2024	1
Thursday, February 29, 2024	1
Total:	**20**

March 2024 Days of Operation

March 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Friday, March 01, 2024	1
Saturday, March 02, 2024	0
Sunday, March 03, 2024	0
Monday, March 04, 2024	1
Tuesday, March 05, 2024	1
Wednesday, March 06, 2024	1
Thursday, March 07, 2024	1
Friday, March 08, 2024	1
Saturday, March 09, 2024	0
Sunday, March 10, 2024	0
Monday, March 11, 2024	1
Tuesday, March 12, 2024	1
Wednesday, March 13, 2024	1
Thursday, March 14, 2024	1
Friday, March 15, 2024	1
Saturday, March 16, 2024	0
Sunday, March 17, 2024	0
Monday, March 18, 2024	1
Tuesday, March 19, 2024	1
Wednesday, March 20, 2024	1
Thursday, March 21, 2024	1
Friday, March 22, 2024	1
Saturday, March 23, 2024	0
Sunday, March 24, 2024	0
Monday, March 25, 2024	1
Tuesday, March 26, 2024	1
Wednesday, March 27, 2024	1
Thursday, March 28, 2024	1
Friday, March 29, 2024	1
Saturday, March 30, 2024	0
Sunday, March 31, 2024	0
Total:	**21**

April 2024 Days of Operation

April 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Monday, April 01, 2024	1
Tuesday, April 02, 2024	1
Wednesday, April 03, 2024	1
Thursday, April 04, 2024	1
Friday, April 05, 2024	1
Saturday, April 06, 2024	0
Sunday, April 07, 2024	0
Monday, April 08, 2024	1
Tuesday, April 09, 2024	1
Wednesday, April 10, 2024	1
Thursday, April 11, 2024	1
Friday, April 12, 2024	1
Saturday, April 13, 2024	0
Sunday, April 14, 2024	0
Monday, April 15, 2024	1
Tuesday, April 16, 2024	1
Wednesday, April 17, 2024	1
Thursday, April 18, 2024	1
Friday, April 19, 2024	1
Saturday, April 20, 2024	0
Sunday, April 21, 2024	0
Monday, April 22, 2024	1
Tuesday, April 23, 2024	1
Wednesday, April 24, 2024	1
Thursday, April 25, 2024	1
Friday, April 26, 2024	1
Saturday, April 27, 2024	0
Sunday, April 28, 2024	0
Monday, April 29, 2024	1
Tuesday, April 30, 2024	1
Total:	**22**

May 2024 Days of Operation

May 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Wednesday, May 01, 2024	1
Thursday, May 02, 2024	1
Friday, May 03, 2024	1
Saturday, May 04, 2024	0
Sunday, May 05, 2024	0
Monday, May 06, 2024	1
Tuesday, May 07, 2024	1
Wednesday, May 08, 2024	1
Thursday, May 09, 2024	1
Friday, May 10, 2024	1
Saturday, May 11, 2024	0
Sunday, May 12, 2024	0
Monday, May 13, 2024	1
Tuesday, May 14, 2024	1
Wednesday, May 15, 2024	1
Thursday, May 16, 2024	1
Friday, May 17, 2024	1
Saturday, May 18, 2024	0
Sunday, May 19, 2024	0
Monday, May 20, 2024	1
Tuesday, May 21, 2024	1
Wednesday, May 22, 2024	1
Thursday, May 23, 2024	1
Friday, May 24, 2024	1
Saturday, May 25, 2024	0
Sunday, May 26, 2024	0
Monday, May 27, 2024	0
Tuesday, May 28, 2024	1
Wednesday, May 29, 2024	1
Thursday, May 30, 2024	1
Friday, May 31, 2024	1
Total:	**22**

June 2024 Days of Operation

June 2024 Dates	Day of Operation? Enter 1 if Yes, Enter 0 if No
Saturday, June 01, 2024	0
Sunday, June 02, 2024	0
Monday, June 03, 2024	1
Tuesday, June 04, 2024	1
Wednesday, June 05, 2024	1
Thursday, June 06, 2024	1
Friday, June 07, 2024	1
Saturday, June 08, 2024	0
Sunday, June 09, 2024	0
Monday, June 10, 2024	1
Tuesday, June 11, 2024	1
Wednesday, June 12, 2024	1
Thursday, June 13, 2024	1
Friday, June 14, 2024	1
Saturday, June 15, 2024	0
Sunday, June 16, 2024	0
Monday, June 17, 2024	1
Tuesday, June 18, 2024	1
Wednesday, June 19, 2024	0
Thursday, June 20, 2024	1
Friday, June 21, 2024	1
Saturday, June 22, 2024	0
Sunday, June 23, 2024	0
Monday, June 24, 2024	1
Tuesday, June 25, 2024	1
Wednesday, June 26, 2024	1
Thursday, June 27, 2024	1
Friday, June 28, 2024	1
Saturday, June 29, 2024	0
Sunday, June 30, 2024	0
Total:	**19**

California Department of Education
EED-3704A (REV)
October 2022

Program Narrative Change

Fiscal Year 2023–24

Contractor Legal Name (Full spelling of legal name required. Acronyms or site names not accepted)**:**

Alum Rock Union Elementary School District

Four-Digit Vendor Number: 6936 **County:** 43 Santa Clara

Program Type: California State Preschool Program (CSPP)

Change Type (Check one)**:**

◯ Calendar (MDO) Change ◉ Programmatic Change

Please include responses to the following (3) questions below:

1. Identify the program component for which you are requesting a change.

We are requesting a change in enrollment numbers in order to expand into a Elementary School that has no preschool slots to offer their enrolled families.

2. Describe how the program currently provides services to children and families in relation to the above-identified program component.

Currently:
Adelante I Dual Spanish Immersion School serves 24 children. Request change to 19 children.
Adelante 2 Dual Spanish Immersion School serves 24 children. Request Change to 19 children.

3. Describe the proposed change, and how services will be improved if the change is implemented.

Proposed Change:
Transfer 10 children slots to a first in the district CSPP& TK blended program of 20 children to McCollam Elementary School. Enrollment provided to families who do not have a CSPP option in that Alum Rock area, zip code 95127. Alum Rock would then have a first in the district CSPP & TK blended UPK program at McCollam Elementary School, the campus would then be a PreK-5th grade campus with 10 CSPP and 10 TK children, an Alum Rock Multiple Subject Credential teacher, an ECE Lead and assistants provided by subcontractors Think Together. The families would also have access to a nine-hour day.

Under penalty of perjury, I certify as the authorized contractor representative, that all applicable State and federal statutes and regulations will be observed.

Name and Title of Authorized Representative: Dr. Dianna J. Ballesteros

Telephone: 408 928-7290

Signature of Authorized Representative: Dr. Dianna J. Ballesteros

Date: 01/18/2023

California Department of Education
Early Education Division
EED-3704B (Rev. 10/2022)

Form EED-3704B: Subcontract Certification

Contractor Name: Alum Rock Union Elementary School District

Vendor Number: 6936

County: 43 Santa Clara

Contract Type: CSPP

Contract Maximum Reimbursable Amount (MRA): $1,254.857.00

Total Percentage of MRA Subcontracted: 90%

Subcontractor #1

Subcontractor Legal Name: Think Together, Inc.

Does this subcontractor also contract with EED? ○ Yes ◉ No

Has your agency subcontracted with this agency before? ◉ Yes ○ No

If yes, please list the name of the site in which subcontracted services will occur, including site address, service county, and the percentage of the contract MRA that will be subcontracted.

If no, please submit a Program Narrative Change to indicate this change. Refer to 5 *CCR* Section 17800 for subcontractor approval requirements.

Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1	Adelante Dual Language Academy I	2999 Ridgemont Drive San Jose, CA 95127	43 Santa Clara	90%
2	Adelante Dual Language Academy II	1970 Cinderella Lane San Jose, CA 95116	43 Santa Clara	90%
3			Select County	
4			Select County	

Subcontractor #2

Subcontractor Legal Name:

Does this subcontractor also contract with EED? ◯ Yes ◯ No

Has your agency subcontracted with this agency before? ◯ Yes ◯ No

If yes, please list the name of the site in which subcontracted services will occur, including site address, service county, and the percentage of the contract MRA that will be subcontracted.

If no, please submit a Program Narrative Change to indicate this change. Refer to 5 *CCR* Section 17800 for subcontractor approval requirements.

Site No.	Site Name	Site Address	Service County	Percentage of MRA Subcontracted
1			Select County	
2			Select County	
3			Select County	
4			Select County	

CERTIFICATION: By signing this certification, I, the authorized contractor representative, hereby certify, that all applicable state and federal rules and regulations with respect to the subcontracting of contract funds will be observed, that the information contained in this form is correct and complete to the best of my knowledge, and that all records related to subcontracting will be retained as required by applicable law.

Dr. Juanita J. Battistessa
Signature

1/18/2023
Date

California Department of Education
Fiscal & Administrative Services Division
CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

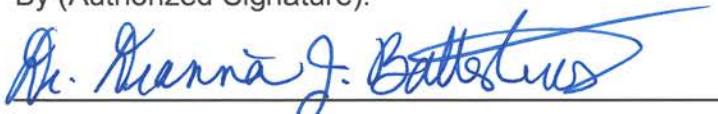
Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of $100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts $100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts $100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
   Alum Rock Union Elementary School District
2. Federal ID Number:
   77-0016360
3. By (Authorized Signature):
   
4. Printed Name and Title of Person Signing:
   Dr. Dianna J. Ballesteros, Director of Early Learning
5. Date Executed:
   1/18/23
6. Executed in the County and State of:
   Santa Clara, California

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
Alum Rock Union Elemantary School District	77-0016360

By (Authorized Signature)

Dr. Dianna J. Ballesteros

Printed Name and Title of Person Signing

Dr. Dianna J. Ballesteros

Date Executed	Executed in the County of
1/18/2023	Santa Clara, California

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS

CO.8 (REV.06/20)
California Department of Education

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

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1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over $100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

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(d) Have not within a three-year period proceeding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

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3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency:

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d),(e), and (f).

B. The grantee shall insert in the space provided below the
site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

1. Adelante I- 2999 Ridgemont Dr., San Jose, CA 95127

2. Adelante II- 1970 Cinderella Lane, San Jose, CA 95116

3. Alum Rock School District- 2930 Gay Avenue, San Jose, CA 95127

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)

Alum Rock Union Elementary School District

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Dr. Dianna Ballesteros, Director of Early Learning

SIGNATURE

Dr. Dianna J. Ballesteros

DATE

1/18/2023

Child Development Division
Agency Information Certification

I certify, as the authorized representative of the agency listed below, I have reviewed all the information for **Alum Rock Un Elem School Dist (6936)** and updates, additions, or deletions have been submitted as needed for information in all of the areas below:

Executive Director/Superintendent information
Program Director information
Sites and Licenses and/or Office information
Family Child Care Home summary information

To the best of my knowledge, the information on the CDMIS Web site reflects accurate information for **Alum Rock Un Elem School Dist (6936)** as of the date this certification was signed.

Dianna J. Ballesteros, EdD — 12/15/2022

Program Director/Authorized Representative Signature — Date Signed

Dianna J. Ballesteros, EdD

Printed Name of Program Director/Authorized Representative

Name of Agency User Generating Certification: Dianna Ballesteros

Date Generated: 12/15/2022

Assigned CDD Consultant: Amy Silva

California School Directory

Adelante Dual Language Academy

County	Santa Clara
District	Alum Rock Union Elementary
School	Adelante Dual Language Academy
CDS Code	43 69369 0108167
School Address	2999 Ridgemont Dr. San Jose, CA 95127-4649 Google Map Link opens new browser tab
Mailing Address	2999 Ridgemont Dr. San Jose, CA 95127-4649
Phone Number	(408) 928-1900
Fax Number	(408) 928-1901
Email	Information Not Available
Web Address	Information Not Available
Administrator	Maria Gutierrez Principal (408) 928-1900 maria.gutierrez@arusd.org
Status	Active
Open Date	August 25, 2004
School Type	Alternative Schools of Choice
Educational Program Type	Alternative School of Choice
Low Grade	K
High Grade	8
Public School	Yes

Charter	No
Magnet	No
Year Round	No
Virtual Instruction	Not Virtual
Multilingual Instruction	Yes
NCES/Federal School ID	11793
CDS Coordinator (Contact for Data Updates)	Douglas Durham (408) 928-6913 Request Data Update(s)
Last Updated	October 5, 2022

California School Directory

Adelante Dual Language Academy II

County	Santa Clara
District	Alum Rock Union Elementary
School	Adelante Dual Language Academy II
CDS Code	43 69369 0135749
School Address	1970 Cinderella Ln. San Jose, CA 95116-3503 Google Map Link opens new browser tab
Mailing Address	1970 Cinderella Ln. San Jose, CA 95116-3503
Phone Number	(408) 928-7107
Fax Number	(408) 928-7107
Email	silvia.carrillo@arusd.orgLink opens new Email
Web Address	Information Not Available
Administrator	Dr. Silvia Carrillo Principal (408) 928-7100 silvia.carrillo@arusd.org
Status	Active
Open Date	August 28, 2017
School Type	Alternative Schools of Choice
Educational Program Type	Alternative School of Choice
Low Grade	K
High Grade	7
Public School	Yes
Charter	No

Magnet	No
Year Round	No
Virtual Instruction	Not Virtual
Multilingual Instruction	Yes
NCES/Federal School ID	14147
CDS Coordinator (Contact for Data Updates)	Douglas Durham (408) 928-6913 Request Data Update(s)
Last Updated	October 5, 2022

8.06

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: January 19, 2023

Subject: State of California Parks and Recreation: Outdoor Equity Grant (OEG).

Staff Analysis: Russo/McEntee Academy presents to the Board of Trustees grant/award notification from the State of California acting through the Department of Parks and Recreation in the amount of $700,000. The award start date is July 1, 2020, through June 30, 2027.
The Outdoor Equity Grant funds are used to support Russo/McEntee Academy's mission to provide an educationally enriching environment and develop academic excellence through scientific inquiry, experiential learning, social-emotional, and physical development. The OEP Grant supports funding for student field trips and the development of outdoor education programs centered around Environmental Justice and Sustainability.

Recommendation: Information Only

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

To the Board of Trustees: Meeting: **February 9, 2023**
Regular Board Meeting

Information Only

8.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California • Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION
P.O. Box 942896 • Sacramento, CA 94296-0001
(916) 653-7423

Gavin Newsom, *Governor*
Armando Quintero, *Director*

May 27, 2022

Tanu Kohli
Principal
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

Re: Project Number: EX-43-001, Russo/McEntee Academy - Nature Pals Outdoor, $700,000

Dear Tanu Kohli:

Congratulations! The Department of Parks and Recreation's Office of Grants and Local Services (OGALS) is pleased to inform you that the above grant has been selected for funding through the Outdoor Equity Grants Program! This round of applications was highly competitive, with 384 applications requesting $167.8 million.

We look forward to working with your agency to ensure successful completion of the project. The project file will be transferred to a Grant Administration Project Officer, who will be your point of contact through the term of this project. Our Office of Grants and Local Services will contact you soon to schedule a mandatory grant administration technical assistance workshop. As a reminder, funding is not guaranteed until the grant contract is signed by your agency's authorized representative and the State of California.

If you have any questions, please contact your Competitive Review Project Officer Nicky Lambert at Nicky.Lambert@parks.ca.gov or (916) 661-1527.

The Department appreciates its partnership with local agencies to improve the health and wellness of communities by creating new outdoor program opportunities. Again, congratulations on this grant selection!

Sincerely,

Armando Quintero, Director
California State Parks

cc: Project file

State of California - Natural Resources Agency

Department of Parks and Recreation

GRANT CONTRACT

General Fund

Outdoor Equity Grants

GRANTEE Alum Rock Union Elementary School Dist.

GRANT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2027

CONTRACT PERFORMANCE PERIOD is from July 01, 2020 through June 30, 2027

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below. The GRANTEE agrees to complete the PROJECT SCOPE(s) as defined in the Development PROJECT SCOPE /Cost Estimate Form or Acquisition Documentation for the application(s) filed with the State of California.

Total State grant amount not to exceed $700,000.00

The General and Special Provisions attached are made a part of and incorporated into the Contract.

Alum Rock Union Elementary School Dist.
GRANTEE

By Dr. Hilpert Bayes
Typed or printed name of Authorized Representative

Signature of Authorized Representative

Address

Title School District Superintendent

Date

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By

Date

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO	AMENDMENT NO	FISCAL SUPPLIER I.D.				PROJECT NO.
C5053045		0000012757				EG-43-001
AMOUNT ENCUMBERED BY THIS DOCUMENT		FUND.				
$700,000.00		General Fund				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT		ITEM		CHAPTER	STATUTE	FISCAL YEAR
		3790-1011-0001		6	20	2022/23
TOTAL AMOUNT ENCUMBERED TO DATE		Reporting Structured.	Account/Alt Account.	ACTIVITY CODE	PROJECT / WORK PHASE	
$ $700,000.00		37900091	5432000-5432000000	60066		

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and Alum Rock Union Elementary School Dist. (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed _$700,000_, subject to the terms and conditions of this CONTRACT and Assembly Bill 2020/21 California State Budget, Chapter 6, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, statutes of 2020, Item number – 3790-1011-0001 (hereinafter referred to as "GRANT PROGRAM"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from _July 01, 2020_ to _June 30, 2027_.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "GRANT PROGRAM" means Assembly Bill 209 Chapter 675, SECTION 1. Chapter 1.26 (commencing with Section 5090.75) Division 5 of the Public Resources Code, as referred to in section I of this CONTRACT.

2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.

3. The term "GRANTOR", "DEPARTMENT", or "STATE" means the California Department of Parks and Recreation.

4. The term "GRANTEE" means the recipient of GRANT MONIES as described in Section I of this CONTRACT.

5. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form found in the APPLICATION submitted pursuant to this grant.

6. The term "GUIDES" means (1) the document identified as the "Grant Administration Guide for the Outdoor Equity Grants Program" and (2) The Application Guide for the Outdoor Equity Grants Program.

B. Project Execution

1. Subject to the availability of GRANT MONIES in the GRANT PROGRAM, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated on the cover and Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

   The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

   The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

   To maintain the integrity of the competitive grant program, the GRANTEE agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the GRANTEE in the original competitive APPLICATION must be submitted in writing to the STATE for prior approval.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Grant Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.

3. The GRANTEE shall comply with all applicable current laws and regulations affecting projects, including, but not limited to, legal requirements for contracts, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the GUIDES.

2. GRANTEE acknowledges that the STATE may make reasonable changes to its procedures as set forth in the GUIDES. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for projects, the advanced funds shall be placed in an interest-bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the grant performance period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall

provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The grant performance period is identified in Section I of this CONTRACT.

3. The GRANTEE shall make activities conducted pursuant to this CONTRACT available for inspection upon request by the STATE.

E. Insurance Requirement

1. Coverage term: Coverage shall be in force for the complete term of the CONTRACT. If insurance expires during the term of the grant performance period, a new certificate of insurance must be received by STATE at least ten (10) days prior to the expiration of the original insurance. Any new insurance policy must still comply with the original terms of the grant.
2. Policy cancellation or termination and notice of non-renewal: Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to STATE. In the event GRANTEE fails to always keep in effect the specified insurance coverage, STATE may, in addition to any other remedies it may have, terminate this CONTRACT upon the occurrence of such event, subject to the provisions of this CONTRACT.
3. Deductible: GRANTEE is responsible for payment of any deductible or self-insured retention requirement contained within their insurance policy.
4. Primary clause: Any required insurance shall be primary, and not excess or contributory, to any other insurance carried by the GRANTEE, or by any other entity, including the STATE.
5. Insurance carrier required rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the GRANTEE is self-insured for a portion or all of the insurance coverage period required by this CONTRACT, prior review of financial information including a letter of credit may be required before such self-insurance will be approved by STATE.
6. Endorsements: Any endorsements required by STATE must be included with all requested certificates of insurance and shall not be substituted by referring to such coverage on the certificate of insurance. All policies or letters of self-insurance must use the CG-2010-1185 form or equivalent and include the following clause:

   "The California Department of Parks and Recreation, Office of Grants and Local Services and the State of California, its officers, agents, employees, and servants are named as additional insured."

   In the case of the GRANTEE'S utilization of subcontractors to complete the scope of work pursuant to this CONTRACT, the GRANTEE shall include all subcontractors as insureds under GRANTEE'S insurance or shall supply evidence of insurance to STATE equal to policies, coverages, clauses, and limits required of GRANTEE by this CONTRACT.

Any proposed change in the required insurance coverage status stated herein shall be reported to STATE prior to the effective date of such change and may result in restrictions being imposed on the usage of the grant monies or equipment.

7. Inadequate insurance: Inadequate or lack of insurance does not negate the GRANTEE's obligations under the CONTRACT
8. Commercial general liability: The GRANTEE shall maintain general liability coverage with limits of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The general liability coverage shall include coverage for all liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance coverage shall apply separately to each insured against whom claim is made or suit is brought subject to the GRANTEE'S limit of liability
9. Vehicle insurance: In addition to general liability coverage required by Section E of this CONTRACT, the GRANTEE shall maintain the required insurance for all vehicles used in programs funded by grant money.
10. Vehicle liability: The GRANTEE shall maintain motor vehicle liability insurance coverage with limits required by State and Federal statute; but such limits shall not be less than $1,000,000 combined single coverage limit per accident. Such insurance shall cover all liability and damages arising out of use of a motor vehicle for any purpose connected directly or indirectly with the CONTRACT, including owned, hired and non-owned motor vehicles.
11. Workers' compensation and employer's liability: The GRANTEE shall provide either (1) or (2) below:

    (1.) The GRANTEE shall maintain statutory workers' compensation and employer's liability insurance coverage for all of its employees who will be engaged in the performance of the Agreement for the entire term of this CONTRACT. Employer's liability coverage limits 26 of $1,000,000 are required. In addition, the GRANTEE shall forward a Waiver of Subrogation to STATE.

    (2.) If paid employees are not used to carry out the activities covered by this CONTRACT, then the Exemption of Workers' Compensation must be submitted to STATE.
12. Self-insurance: If applicable, the GRANTEE shall provide evidence of self-insurance to STATE. STATE reserves the right to request any additional information, as determined by STATE, concerning the GRANTEE'S ability to adequately self-insure.

F. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.

2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) GUIDES, (b) any legislation applicable to the GRANT PROGRAM, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to a) Specific Performance; b) Return of all GRANT MONIES; and c) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that final payment may not be made until the work described in the GRANT SCOPE is complete.

G. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this CONTRACT with no liability occurring to the STATE or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph F, provision 2, of this CONTRACT.

H. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.

2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the activities conducted described as the project which claims, demands or causes of action arise under California

Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.

3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.

4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.

5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents, and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

I. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.

3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this CONTRACT or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this CONTRACT. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.

4. The GRANTEE shall use a generally accepted accounting system.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in the administration of any activities conducted pursuant to this CONTRACT.

2. The GRANTEE shall not discriminate against any person based on residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

3. All activities shall be open to members of the public generally, except as noted under the special provisions of this project CONTRACT or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

2. STATE assumes no responsibility for assuring the safety or standards of programs related to the GRANT SCOPE. The STATE's rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.

M. Assignability

Without the written consent of the STATE, the GRANTEE's interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach or default, shall *not* be construed as a waiver of said rights; and the waiver of any breach or default under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

_Alum Rock Union Elementary School Dist._____
GRANTEE

By:_____
Signature of Authorized Representative

Title: Superintendent

Date: _____

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: _____
Signature of Authorized Representative

Title: _____

Date: _____

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

Submitted by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees:
Information Only

9.01
Agenda Placement

Meeting: February 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

February 9, 2023

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Ante, Yezel	School Office Assistant/Cassell	01/20/2023
2.	Navarrete, Nataly	Community Liaison/Cassell	01/13/2023
3.	Rosales, April	Campus Paraeducator/McCollam	01/02/2023
4.	Villaescusa, Lucia Z	Campus Paraeducator & Paraeducator/Hubbard	01/30/2023

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

February 9, 2023

CERTIFICATED RESIGNATIONS:

I. **Resignation:**

1.	Aviv, Tehila	SDC/Russo/McEntee Academy	06/08/2023
2.	Burton, Sherry	RSP/Hubbard Media Arts Academy	06/08/2023
3.	Gomez-Hernandez, Manuel	3/Adelante Academy II	06/08/2023
4.	Martinez Saldana, Rogelio	Core/Aptitud Academy	06/08/2023
5.	Moran, Erica	RSP/Dorsa Elementary	06/08/2023
6.	Olstad, Christie	Art/Renaissance Academy II	06/08/2023
7.	Scott, Samantha	1/Cassell Elementary	06/08/2023
8.	Taye, Tamar	4/5 Co/Lyndale Elementary	06/08/2023
9.	Weiner, Anat	SDC/Dorsa Elementary	06/08/2023

9.02

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 Resolution No. 36-22/23 Reducing/Laying Off Classified Employee Services.**

Staff Analysis:

Given the current state of the District's budget and due to lack of work and/or funds, the District is forced to consider the elimination of certain services now being provided by classified employees.

Education Code Sections 45114, 45117, 45298, and 45308 set forth the process and procedure that school districts must follow in order to layoff or reduce classified employees for lack of work and/or lack of funds. This procedure requires a board resolution to reduce/layoff classified positions and provide employees with notice no later than March 15th.

Recommendation:
District administration is recommending that the Board of Trustees approve Resolution No. 36-22/23.

Submitted by: Dr. George Kleidon Title: Director, Human Resources
Approved by: Cesar Torrico Title: Assistant Superintendent, Human Resources

To the Board of Trustees:
Recommend Approval

9.02

Agenda Placement

Meeting: February 9, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

RESOLUTION OF THE ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT REGARDING REDUCTION OR ELIMINATION OF SERVICES

RESOLUTION NO. 36-22/23

WHEREAS, the Superintendent of the Alum Rock Union Elementary School District ("District") has recommended to the District's Governing Board ("Board") that the District eliminate the following classified position no later than the beginning of the 2023-24 school year due to lack of work and/or lack of funds;

WHEREAS, Sections 45114, 45117, 45298 and 45308 of the California Education Code authorize the Governing Board to eliminate the service of classified positions due to lack of work and/or lack of funds;

WHEREAS, the Governing Board has determined that as a result of lack of funds and/or lack of work the following 1.0 full-time equivalent (FTE) classified position listed below shall be eliminated.

CLASSIFICATION	NUMBER OF FTE
Administrative Assistant (Independent Study Program)	1.0

NOW THEREFORE BE IT RESOLVED that the District Superintendent or her designee shall send appropriate notices to all employees affected by the above-listed reduction and elimination of classified services in accordance with the provisions of the California Education Code and shall afford the employees all rights to which they are entitled under the law and the applicable Collective Bargaining Agreement.

ADOPTED by the Alum Rock Union Elementary School District Board of Trustees on Feburary 9, 2023.

By the following vote:
AYES: _____
NOES: _____
ABSENT: _____
ABSTENTIONS: _____

_____
Andres Quintero
Alum Rock Union Elementary School District Board of Trustees

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: January 17, 2023

Subject: **Silicon Valley Education Foundation**

Staff Analysis: Elevate Math (EM) will provide an intervention program designed to elevate achievement in math for students entering 3-7 grade. Computer Science Institute (CSI) will provide a STEM education computer science program for 7-8 grade students that would not otherwise be exposed to this enrichment.

Recommendation: Staff recommends approval of the contract with Silicon Valley Education Foundation in the amount of $237,600.

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: February 9, 2023
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: _____

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. 18650

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: Silicon Valley Education Foundation (SVEF)

   Address: 1400 Parkmoor Ave., Suite 200 City: San Jose State: CA Zip: 95126

   Phone: (408) 790-9479 Email Address: megan@svefoundation.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date February 25, 2023 end date October 1, 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:

   Elevate Math(EM) will provide an intervention program designed to elevate achievement in math for students entering 3-7 grade. Computer Science Institute (CSI) will provide a STEM education computer science program for 7-8 grade students that would not otherwise be exposed to this enrichment.

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:** $237,600 (describe rate agreement) EM- $194,400 CSI- $43,200

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	000010	360	5051	$194,400.00	
060	3182	0	5815	00	1110	1000	000010	360	3182	$43,200.00	

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: d96afa487eff7758f2126170441e896d322d40f7

SV [e]F | SILICON VALLEY EDUCATION FOUNDATION

MEMORANDUM OF UNDERSTANDING

Silicon Valley Education Foundation
and
Alum Rock Union School District
Elevate [Math] and/or Computer Science Innovate Programs

This Memorandum of Understanding (MOU) serves as a facilitating document establishing an agreement between **Silicon Valley Education Foundation** (SVEF), located at 1400 Parkmoor Avenue, Suite 200, San José, CA and **Alum Rock Union School District** located at 2930 Gay Ave, San Jose, CA 95127 to implement SVEF's Elevate [Math] and/or Computer Science Innovate (Elevate [Math] from *February 25- October 1, 2023*)

All of the provisions of this MOU and any attached documents, project proposals, and/or addenda are subject to mutual agreement of the parties, and to review by the School District Superintendent, and when necessary, the School District's Board of Trustees. Parties to this MOU have the right to terminate this MOU and any addenda by informing the other party in writing three (3) months prior to the date on which termination will become effective.

Program Description:

Elevate [Math]: The Elevate [Math] program is designed for incoming 3rd–10th grade students whose test scores (as measured by Smarter Balanced Assessment Consortium (SBAC or other objective measures) indicate they are nearly meeting their grade-level standards. The Programs frontload supplemental accelerated instruction in math readiness, so that students are able to successfully complete their next level math course.

[CS]I : The program provides learning opportunities to students who are furthest away from opportunities by introducing the foundations of computer science through the lens of making and design thinking to promote the continued pursuit of CS. [CS]I is designed for rising 6th-10th grade students.

Details of Elevate [Math] and [CS]I program can be found in Addendum I to this MOU.

Collaborative Successful Partnership Proposed Roles and Responsibilities:

SVEF agrees to:

- Provide the curriculum and professional learning resources for effective implementation of the curriculum specifically aligned and designed to meet grade-level Common Core State Standards (CCSS).

- Market the Program(s) to foundations, corporations, businesses, and individuals in an effort to obtain partial funding for the Programs.

- Provide financial contributions as outlined in the "Class Agreement Breakdown" table on page 4 of this MOU. The School District will pay for programs prior to the start of the Elevate [Math]/[CS]I Program.

- Provide project management staffing to assist as needed with the following:
    - student recruitment;
    - teacher recruitment;
    - setting meetings;
    - tracking execution of the Programs; and
    - handling financials.

- Assist districts with TB and fingerprinting logistics. School District may elect to have SVEF assume the responsibility of fingerprinting and paying teachers.

- Recruit and train college mentors/teaching assistants to enhance college curriculum for E[M], provide project support for [CS]I, and to provide inspiration and encouragement to students to attend college.

- Facilitate the pre- and post-assessments and surveys, prepare reports on the Programs, track overall student achievement gains, and gather student efficacy survey results to share with the School District and funders.

- Collect student emergency contact information and provide safety guidelines for the classroom and online environment.

- Provide access to required online tools.

- Work with the School District to develop a school year follow up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college.

- Recruit and train corporate volunteers to enrich the classroom experience and provide STEM or Career Inspiration Workshops.

- Organize a College Day experience for high school students only (E[M] 9-10+).

- Work with teachers to organize and promote End of Program celebrations for each class.

- Organize site visits to provide donors and/or partners the opportunity to observe classroom sessions. Visits may include student and staff photo releases.

School District agrees to:

- Enroll students only in SVEF programs rather than a combination of SVEF and district programs.

- Appoint a School District representative to serve as the primary liaison for SVEF, with whom Program coordination can be managed—including student/teacher recruitment and logistics of the Programs. The School District representative agrees to respond to requests for information, feedback, and other communications in a timely manner, generally within 24-48 during business days.

- Appoint a School District representative to serve as the data liaison to SVEF who will provide required data in a timely manner as outlined in Addendum V, VI, and VII to this MOU.

- Provide a target list for student recruitment and use the enrollment form created by SVEF. If the School District elects to lead recruitment efforts that do not utilize the SVEF enrollment form, the School District will be responsible for manually entering the hardcopy forms into SVEF's online enrollment system. SVEF will not accept scanned forms that do not use the SVEF enrollment template.

- Communicate the policy/procedures for handling student behavior and absence during the summer Programs. The School District will provide SVEF the name of the person responsible.

- If in person, provide basic classroom facilities as outlined in Addendum II to this MOU.

- Provide the financial contribution to the Programs as outlined on page 4 of this MOU unless the class is canceled for reasons beyond the School District's control. Such financial contribution should be paid to SVEF prior to the first day of class.

- Identify a representative from the School District's IT department to support the Programs' connection to the internet and ensure that computers/devices are provided for each student to use during the Programs. This includes whitelisting and access to Youtube.com, Desmos, Google Classroom, Zoom, Nearpod, Salesforce etc. SVEF will provide the full list.

- Assist in recruitment of teachers for their Program sites. Teachers may be paid through SVEF (simplifying the role of the School District) or through traditional School District processes. The preference will be outlined on pages 4 and 5 of this MOU.

- Provide TB verification and proof of sexual harassment training for your district recruited teachers. (Human Resources)

- Assist in finding substitutes.
    - SVEF will pay a substitute if SVEF is the teacher's paying agent.
    - The School District will pay a substitute if the School District is the teacher's paying agent.

- Ensure that all teachers participate in the curriculum and professional development training and Professional Learning Communities (PLCs).

- Assist in recruitment of full classes of students to participate in the Programs. Allow SVEF to contact families directly.

- Support the administration of the pre-post assessments and pre/post surveys.

- Work with SVEF to develop school year follow up and ongoing summer programming in order to maintain student achievement gains and motivation for preparing for college. SVEF collects placement and success data on all alumni students from third grade through completion of high school.

- Commit to placing students who have successfully completed Elevate [Math] into the appropriate grade-level course for the following school year.

- Allow SVEF to host site visits by donors and/or partners with the purpose of observing a classroom session and/or presenting a hands-on STEM Workshop.

Class Agreement Breakdown for E[M]:

	# of Classes	District Contribution	# of Students per Class
Elevate [Math] 3	**4**	**$43,200**	**24**
Elevate [Math] 4	**4**	**$43,200**	**24**
Elevate [Math] 5	**4**	**$43,200**	**24**
Elevate [Math] 6	**3**	**$32,400**	**24**
Elevate [Math] 7	**3**	**$32,400**	**24**
Elevate [Math] 8	**0**	**0**	**–**
Elevate [Math] 9	**0**	**0**	**–**
Elevate [Math] 10+	**0**	**0**	**–**
Total	**18**	**194,400**	**432**

Class Agreement Breakdown for [CS]I:

	# of Classes	District Contribution	# of Students per Class
[CS]I 201	**3**	**$32,400**	**24**
[CS]I 202	**1**	**$10,800**	**24**

[CS]I 300	**0**	**0**	**–**
Total	**4**	**$43,200**	**96**

SVEF fundraises to offset the cost of providing this program. This summer, SVEF will fundraise to contribute $7,500 per class, for a total of $165,000 for this agreement.

The total cost for Elevate Math and CSI programming this summer will be $237,600.

☒ **SVEF will be responsible for paying teachers and fingerprinting**
☐ **District will be responsible for paying teachers and fingerprinting and…**
☐will or ☐will not invoice SVEF for payment of teacher

Note: The district has requested that teachers work an additional 1 hour per day beyond their responsibilities for teaching EM or CSI. **The district agrees to pay Silicon Valley Education Foundation an additional $1,300 per teacher to compensate for this additional time**.

Please provide a contact with whom to follow up with any billing questions.

Finance contact: Maria Patino Email: maria.patino@arusd.org

[*Signature Page Follows*]

District Superintendent or Designee Signature:

Only the authorized agents or their offices listed below may make changes to this MOU and any future addenda, provided, however, that both parties mutually agree upon such changes in writing.

X_____ _____
Superintendent or Designee Signature Date

Hilaria Bauer, Ph.D.

_____
Printed Name

District Data Personnel Signature:
By signing below, I acknowledge that I have read and understand the data exchange timeline and requirements and agree to meet the deadlines as outlined in Addendum VI and VII to this MOU or otherwise communicated by the SVEF Directors or Managers.

X_____ _____
Data Personnel Signature* Date

_____
Printed Name

SVEF Signature:

X_____ 01 / 19 / 2023
Megan Sweet Date
Senior Director of District Partnerships

X Jahsve Worthy 01 / 19 / 2023
Jashve Worthy Date
Senior Director of Programs

Doc ID: e3916ff300b17083e0040b02ba24948e7f9fe471

ADDENDA

Addendum I: Program Components

	Elevate [Math] 3-5	Elevate [Math] 6-8	Elevate [Math] 9-10
Grades	Rising 3rd-5th	Rising 6th-8th	Rising 9th-10th
Length	75 hours	75 hours	125 hours
Curriculum	Elevate [Math] (math and literacy)	Elevate [Math]	Elevate [Math]
Teacher PD	24 hours PL 6 hours PLC Coaching	24 hours PL 6 hours PLC Coaching	24 hours PD 6 hours PLC Coaching
Classroom Mentor	College Mentor (~1:3)	College Mentor (~1:3)	College Mentor (~1:3)
College Awareness	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum	-UC Berkeley College Curriculum -College Day Event
Growth Mindset	19 day curriculum	19 day curriculum	24 day curriculum
STEM/Career Awareness	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity	-Career Inspiration Workshop -STEM Activity
End of Program	Celebration Party	Celebration Party	Celebration Party

	[CS]I 201	[CS]I 202	[CS]I 300
Grades	Rising 6th-7th	Rising 7th-8th	Rising 9th-10th
Length	76 hours	76 hours	125 hours
Curriculum	[CS]I curriculum using Micro:Bits	[CS]I curriculum using Circuit Playground Express(CPX)	[CS]I curriculum using CPX and Raspberry Pi
Teacher PD	24 hours PL, 6 hours PLC Coaching	24 hours PL, 6 hours PLC Coaching	24 hours PL, 6 hours PLC Coaching
Classroom Mentor	Teaching Assistant (~1:3)	Teaching Assistant (~1:3)	Teaching Assistant (~1:3)
STEM/Career Awareness	-STEM Inspiration Workshop	-STEM Inspiration Workshop	-Career Inspiration Workshop
End of Program	End of Class Celebration	End of Class Celebration	End of Class Celebration

Addendum II: Facilities and Support for the Elevate [Math] Programs

If in person, School District agrees to provide the location and facilities for the Programs, including:

- Classroom setting for teachers to conduct instruction to students, such that adequate space is allocated for class size and safety guidelines.
- A teacher-preparation and small tutoring space (could be a classroom).
- Access to computers and the internet to support an entire class at one time.
- An outdoor space for students to have physical exercise and to mingle during breaks.
- Access for teachers to printers and photocopiers, including teachers who do not work in the School District during the school year.

If remote, The school District agrees to ensure every student and teacher has Internet and access to a device capable of running Zoom and another program.

If in person, The School District agrees to provide access to the following classroom equipment:

- Class Set of mini-whiteboards *or* plastic sheet protectors filled white copy paper
    - *Note:* If unable to provide either option, teacher can utilize clear plastic cover of the Elevate [Math] notebook
- Class Set of dry erase markers and erasers
- Class Set of iPads/Chromebooks/laptops, with access to the following domains:
    - YouTube, Google Classroom, Kahoot!, Desmos, Padlet (for Growth Mindset and College Information curricula**)
    - Students will also access the following domains for SVEF surveys and pre-/post-assessments: svef-pre.qassess.com, https://svef.force.com/faculty/login, and formassembly.com
- Manipulatives (cm cubes, double-sided counters, etc)
- General Classroom Supplies, including:
    - Markers, pencils
    - Calculators, Rulers, scissors
    - Whiteout, blue tape, glue sticks
    - Paper clips, post-its
- Projector and/or Document Camera
- The following types of paper:
    - Sticky pad/ flip chart
    - Colored Xerox paper (for small posters)
    - Construction paper (for larger posters)
    - Butcher paper
    - Patty paper (*8th grade only*)
- It is highly recommended that districts provide out-of-district teachers and all College Mentors with a temporary district email/Google account. This enables teachers and students to access a shared Google Classroom. If districts are unable to do so, Elevate [Math]SVEF will create an @elevatemath.com for E[M] and @csi.svef.com for [CS]I domain that must be whitelisted by the district for use by students and the teacher.

SVEF agrees to provide the following classroom materials:

- End of program certificates
- A Gift Card provided to each teacher for extra supplies (including, but not limited to, snacks & incentives)
- Program materials, including:
    - Elevate [Math] Curriculum
    - Pre- and post survey and assessments
    - Core FALs and card sorts
    - College Readiness Curriculum
- Elevate [Math] student swag and materials, including, but not limited to:
    - Elevate [Math] Notebooks
- Grade-specific program handouts for parents
- End of program certificates

For [CS]I class:

- Program materials, including but not limited to
    - End of program certificates
    - [CS]I curriculum
    - Pre and post-survey and assessments
    - Student incentives
- Material kits for in person programs.

Addendum III: Guidelines for Teacher Selection; Responsibilities

School District may request SVEF contract teachers directly and facilitate payment for service. School District may select credentialed teachers appropriate for the Programs and who support Program goals. For E[M] the teachers should have strong math experience for the grade they will be teaching that summer. Teachers should complete SVEF's pre- and post-Program surveys to provide feedback in support of Program development.

If the School District cannot provide internal district teachers by February 28, 2023, SVEF may work with the School District to interview and hire teacher(s) from outside the School District.

Addendum IV: SVEF Professional Development

All teachers participating in the Elevate [Math] will be required to participate in:

- professional development;
- PLCs (except Elevate [Math]^2);
- Elevate [Math] coaching program; and
- Elevate [Math] effectiveness studies.

All teachers participating in the [CS]I Program will be required to participate in:

- professional development;
- [CS]I coaching program; and
- [CS]I effectiveness studies.

Teachers who miss any of the required trainings will be expected to make up the sessions by watching videos or engaging with the materials.

Addendum V: Student Data and Tracking of Student Achievement

SVEF and the School District have partnered to examine students' academic trajectories toward college readiness, which includes preparation in mathematics. The partnership will assess the progress of students who participate in the Elevate [Math] or [CS]I through assessments (MAC/MARS), math course placement patterns, and a variety of metrics.

The specific exceptions to the Family Educational Rights and Privacy Act that allow SVEF to request and collect students' data from a district partner are as follows:

1. Studies exception, 34 C.F.R. Section 99.31(a)(6): Elevate [Math] and [CS]I uses education data for studies to improve instruction.
2. Audit or evaluation exception, 34 C.F.R. Sections 99.31(a) and 99.35: Elevate [Math] and [CS]I share aggregated education data with funders.

Addendum VI: Data Transfer Timelines

The timelines for data transfer are as follows:

Student Data Timeline

Student Data Timeline					
Task	**Request Date**	**Due Date**	**Data**	**E[M]**	**[CS]I**
School District sends target student list based on criteria outlined in Addenda	November	January	Student Name	x	x
			10-digit State ID	x	x
			Middle/High School	x	x
			Last SBAC Scaled Score for E[M]	x	
			Parent/Guardian Name	x	x
			Parent/Guardian Phone	x	x
			Parent/Guardian E-Mail	x	x
SVEF provides Program Results at debrief meeting	n/a	September	Program Attendance	x	x
			Program Assessment Results	x	x
			Program Survey Results (if available)	x	x
School District sends current and former students school grades and SBAC results *each year until graduation*	August	September	Missing 10-digit State ID	x	x
			I-ready or similar benchmark	x	
			SBAC Scaled Score (Grades 5-8, 11) for E[M]	x	
			Math Grades for E[M]	x	
			Middle/High School Attending	x	x

Addendum VII: Confidentiality Requirements and Responsibilities of the Parties Relating to Student Data

Confidentiality:

A. SVEF agrees to preserve the anonymity of all persons and confidentiality of all data collected. SVEF agrees not to release data to any person or organization not involved in Program evaluation.

B. SVEF requests to share nameless student data with the following SVEF partner organizations that assist with program support and analysis: WestEd and Hispanic Foundation of Silicon Valley (HFSV). Non-specific student data means student names and other identifying personal information will not be shared with the program results. These partner organizations will not be able to name or identify any specific students.

C. No individual shall be identifiable in any reports, publications, or other documents created by SVEF from the use of data provided by the School District.

D. SVEF and its contractors shall maintain the confidentiality of all records in accordance with all applicable Federal, State, or local laws, ordinances, regulations, and directives relating to confidentiality. These include, but are not limited to, the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR part 99), the California Information Practices Act (California Civil Code § 1798 *et. seq.*), and the Privacy Act of 1974, as amended (5 U.S.C. § 552).

SVEF responsibilities:

SVEF shall:

A. use the data collected for evaluation of the Programs Elevate [Math] and [CS]I

B. retain data in a place that is physically secure from access by unauthorized persons. SVEF agrees that any computer on which the data resides will be password protected at all times;

C. agree that no individual will be identifiable in any reports, publications, or other documents that are created; and

D. provide a template list to the district to attain students with California State Identification Number (CSID) and or local student ID numbers for which the data has been requested.

School District responsibilities:

School District shall:

A. agree to provide a list of students with California State Identification Number ([CS]ID) and or local student ID numbers for which the data has been requested.

B. designate a contact person to facilitate communications between School District and SVEF for coordinating the data transfer activities necessary to carry out this MOU;

C. collaborate with SVEF, as needed, to facilitate the coordination of the data transfer; and

D. agree to participate in data sharing for the course of the MOU.

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: Date: 1/09/2023

Subject: **Interactive Panel and Display Solutions CMAS - Base GSA Contract CMAS #3-23-01-1006 ICU Technologies, Inc.,**

California Multiple Award Schedules (CMAS) – Base GSA contracts offer a wide variety of commodity, and information technology products and services prices, which have been assessed to be fair, reasonable, and competitive. The use of these contracts is optional and available to public and private schools, colleges, universities, cities, counties non-profits, and all governmental entities throughout the state.

Staff Analysis: After several evaluations of smartboards, the District recommends that the Board approve the purchase of ClearTouch smartboards to replace all current classroom smartboards. The purchase and deployment of these boards will take place whitin the next three years.

Staff Evaluation results for models quoted at approximately $5,000:
ClearTouch 86' display with stand received 15
ViewSonic 86' display with stand received 8
Promethean 75' display with stand received 7

The total cost for an estimated 500 smartboards is as follows:
$1,652,000.00 Screen
$419,580.00 Internal Computer
$524,580.00 Electronic adjustable TV stand
$44,000.00 Shipping
$2,883,550 Total cost (tax included)
Total cost per smart board without shipping: $5,192.00

Recommendation: Staff recommends approving the use of the above-mentioned piggyback contract and any applicable contract extension(s) and entering into a contract with ICU Technologies to purchase the smartboards for all District school sites.

Prepared by: Brett Littrell BAL Title: Chief Technology Officer

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

To the Board of Trustees: Meeting: Thursday, February 9, 2023

Recommended Approval
10.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

TO: Brett Littrell
Chief Technology Officer
Alum Rock Union School District
2930 Gay Ave
San Jose, CA
95127

Dear Brett Littrell,

As requested, we are submitting this proposal to provide Alum Rock Union School District with 500 ClearTouch panels with associated stands through ICU Technologies Inc. CMAS Contract # 3-23-01-1006. The procurement of the 500 panels is allowable to be broken up into specific quantities over a three year period. Freight and specialized delivery services of the 500 ClearTouch panels is included to five of your schools. Installation, configuration, testing, training, or any other professional services is not included at this time.

ICU Technologies, Inc. will invoice Alum Rock Union School District progressively upon delivery of the ClearTouch equipment.

ICU Technologies Inc. was formed by safety and security industry experts that have a common passion for excellence. Our experienced staff has diverse backgrounds within IT, Security Consulting and Design, State, Local, Federal, K-12 and Higher Ed Government Security Solutions and Installation. We pride ourselves in doing business with integrity and keeping our customer's best interest in mind first and foremost.

Our detailed process is centered around producing measurable and referenceable business outcomes for all parties involved. ICU is heavily invested in its people, processes, and partnerships.

We would like to personally thank you for taking the time to consider a partnership with our company. We look forward to the opportunity to earn your business!

Sincerely,

Jason Eatmon

Chief Experience Officer

ICU Technologies, Inc.

ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2210

Bill To

Alum Rock Union School District
Brett Littrell
2930 Gay Avenue
San Jose CA 95127
United States

TOTAL

$2,883,550.00

Date: 01/25/2023

Site Location:

Various district locations

Ship To	Expiration	Project	Contract
Alum Rock Union School District 2930 Gay Avenue San Jose CA 95127 United States	02/28/2023	Alum Rock Union School District : ClearTouch	3-23-01-1006 CMAS Contract Number

SIN	Item	Quantity	Rate	Amount
OLM	**CTI-6086K+UH20** 86" 6000K+ Series Interactive Panel with USB HID / AGG / 20 Points of Touch - Ultra HD. Includes wall mount and Android WiFi module.	500	$3,304.00	$1,652,000.00
OLM	**CTI-PCMOD-PC65-ST** PC Module - Intel i5 Six Core / 8GB DDR4 / 256GB SSD/ Ultra HD (No Operating System)	500	$839.16	$419,580.00
OLM	**CTI-STAND-ADJM-V4** Adjustable Mobile Stand - Curve-Shaped Open Base with Motorized Height Adjustment, Cable Management and Anti-Collision (for use with ALL series up to 86")	500	$1,049.16	$524,580.00
OLM	**CTI-EXWTY-6086-2Y** Extended Limited Warranty for 6000 Series 86" Interactive Panels; Total of 5 Years	500	$0.00	$0.00
OLM	**CTI-EXWTY-PC65-4Y** Extended Limited Warranty for PC65 PC Module; Total of 5 Years	500	$0.00	$0.00
OLM	**CTI-STAND-ADJM-B4** Box 2of2 ADJM-V4	500	$0.00	$0.00
OLM	**CTI-STAND-ADJM-C4** 2T Col/Black	500	$0.00	$0.00
OLM	**CTI-STAND-ADJM-T4** Display Mount/Mobile Light/Black	500	$0.00	$0.00
OLM	**ICU-SHIPPING** Freight to customer location	1	$44,000.00	$44,000.00

2022-2210

ICU Technologies, Inc.
1382 Blue Oaks Blvd, Suite 110
Roseville, CA 95678
United States

Estimate

#2022-2210

SIN	Item	Quantity	Rate	Amount

Subtotal	$2,640,160.00
Tax Total (%)	$243,390.00
Total	**$2,883,550.00**

DIR #1000064885
Email Order to orders@icu-techinc.com
Payment by credit card will include a 4% processing fee

Accepted By: _____

Accepted Date: 1/26/2023

2022-2210

DGS CALIFORNIA DEPARTMENT OF GENERAL SERVICES

Procurement Division
707 Third Street, 2nd Floor, MS #2-202
West Sacramento, CA 95605-2811

State of California

MULTIPLE AWARD SCHEDULE

NON-MANDATORY

ICU Technologies, Inc.

CMAS NUMBER:	**3-23-01-1006**
CMAS TERM DATES:	01/05/2023 through 12/31/2025
EFFECTIVE DATE:	01/05/2023
CMAS CATEGORY:	Information Technology Goods and Services
APPLICABLE CMAS TERMS & CONDITIONS:	January 20, 2022
MAXIMUM ORDER LIMIT:	State Agencies: **See Purchasing Authority Dollar Threshold provision** Local Government Agencies: **Unlimited**
FOR USE BY:	State & Local Government Agencies
BASE PEPPM #:	535122-046
BASE PEPPM HOLDER:	Clear Touch Interactive
PROGRAM ANALYST	John Dickinson John.Dickinson@dgs.ca.gov

This California Multiple Award Schedule (CMAS) provides for the purchase, warranty, and installation of interactive panel and displays solutions. (See page 3 for the restrictions applicable to this CMAS.)

NOTICE: Products and/or services on this CMAS may be available on a Mandatory State Contract. If this is the case, the use of this CMAS is restricted unless the State agency has an approved exemption as explained in the State Contract User Instructions. Information regarding State Contracts can be obtained at the: State Contracts Index Listing. This requirement is not applicable to local government agencies.

Any reference to a specific manufacturer's or publisher's warranty or terms and conditions as shown in the base contract are not applicable to this CMAS.

Buyers must verify that the CMAS contractor has a letter of authorization from the manufacturer or an authorized distributor for the sale of the products covered by this CMAS. Service specific letters of authorization from the manufacturer are required if the CMAS contractor is providing installation services.

10.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees: 01/30/2023

Subject: **ECF Contract #97427, FCC Registration #0012123288 SPIN #143005588_ CDWG Contract to acquire 3,000 Chromebooks through ECF Grant**

Staff Analysis: CDWG facilitate the purchase of 3,000 Chromebooks for the District by utilizing the ECF funds to be reimbursed directly to CDWG.

Total Cost of Chromebooks: $1,235,250.00
Total Cost Covered by ECF Grant: $1,235,250.00
Total Cost to ARUSD: $0

Recommendation: Staff recommends the Board of Trustees approve this contract so that we may take advantage of this grant for the betterment of District students.

Prepared by: Brett Littrell BAL Title: Chief Technology Officer

Approved by: Kolvira Chheng K Title: Assistant Superintendent

To the Board of Trustees: Meeting: February 9, 2023

Recommended Approval

10.03
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D.,
Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 015737

Technology Support (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: CDWG LLC

Address: 230 Milwaukee Ave. City: Vernon Hills State: IL Zip: 60061

Phone: (947)371-5800 Email: jeffmit@cdw.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates February 10, 2023 end date June 30, 2023

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

CDWG will facilitate the purchase of 3000 Chromebooks for the District by utilizing the ECF funds to be reimbursed directly to CDWG. This grant is for the betterment of District students.

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:** $ $1,235,250.00,Total Cost Covered by ECF Grant: $1,235,250.00, Total Cost to ARUSD: $0

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-0000-7700-000000-460-7221 JD 1/31/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/31/2023

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: 2/1/23

Superintendent: _____ Date: _____

QUOTE CONFIRMATION

DEAR JOSE CHAVEZ,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. Click here to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MTFH928	5/12/2022	LVO 100E X3000 ECF	441718	$1,235,250.00

IMPORTANT - PLEASE READ
Fees applied to item(s): 7001776

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
LVO 100E G3 3015CE 32 4 WGOOG Mfg. Part#: 82J70001US-INCLGOOG Contract: MARKET	3000	7001776	$372.80	$1,118,400.00
CHROME LICENSE INCL W CBK Mfg. Part#: CROS-SW-DIS-EDU-NEW-INCLWCBK Electronic distribution - NO MEDIA Contract: MARKET	3000	6604945	$0.00	$0.00
Gumdrop SlimTech - notebook top and bottom cover Mfg. Part#: 06L009 Contract: MARKET	3000	6874190	$0.00	$0.00
NEW ITEM Mfg. Part#: NEW-ITEM White Glove and Asset Tagging performed by EKC Contract: MARKET	3000	NEW-ITEM	$0.00	$0.00

RECYCLING FEE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
RECYCLING FEE 4" TO LESS THAN 15" Fee Applied to Item: 7001776	3000	654809	$4.00	$12,000.00

PURCHASER BILLING INFO		
Billing Address: ALUM ROCK UNION SCHOOL DIST ACCTS PAYABLE 2930 GAY AVE SAN JOSE, CA 95127-2398 Phone: (408) 928-6854 Payment Terms: NET 30 Days-Govt/Ed	SUBTOTAL	$1,118,400.00
	SHIPPING	$0.00
	RECYCLING FEE	$12,000.00
	SALES TAX	$104,850.00
	GRAND TOTAL	$1,235,250.00
DELIVER TO	Please remit payments to:	

Shipping Address:	CDW Government
ALUM ROCK UNION SCHOOL DIST JOSE CHAVEZ 2930 GAY AVE SAN JOSE, CA 95127-2398 Phone: (408) 928-6854 Shipping Method: UPS Ground (2-3 days)	75 Remittance Drive Suite 1515 Chicago, IL 60675-1515

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION

Austin Romero | (877) 283-5780 | austrom@cdwg.com

LEASE OPTIONS

FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
$1,130,400.00	$30,000.82/Month	$1,130,400.00	$34,737.19/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at
http://www.cdwg.com/content/terms-conditions/product-sales.aspx
For more information, contact a CDW account manager

© 2022 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239

CDW Government LLC
Purchase Agreement for Emergency Connectivity Fund Customers
ECF Pricing
Contract #97427
SPIN #143005588
FCC Registration #0012123287

This Emergency Connectivity Fund ("ECF") Customer Purchase Agreement (this "Agreement") is by and between CDW Government LLC, an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and ALUM ROCK UNION SCHOOL DISTRICT, a non-profit school or library eligible for ECF funding, with offices at 2930 GAY AVE., San Jose, CA, 95127 ("Customer") and is effective on December 16, 2022 ("Effective Date").

Definitions:
As used in the Agreement, the following terms shall have the meanings set forth below:

"ECF" – The Emergency Connectivity Fund program that was established in the American Rescue Plan Act of 2021 (Pub. L. No. 117-2) on March 11, 2021. The ECF, administered by USAC on behalf of the FCC, temporarily provides funding for eligible schools and libraries to purchase broadband Internet access service and certain equipment and devices for educational purposes.

"Products" – ECF eligible products or services, including Wi-Fi hotspots, modems (e.g., air cards), routers, devices that combine a modem and a router, laptop and tablet computers capable of connecting to advanced telecommunications and information services, and components included by the manufacturer and necessary for the equipment to operate (e.g., cords and chargers). Manufacturer warranties for a period of up to three years are also Products when provided as an integral part of an eligible component, without a separately identifiable cost. Installation, activation, and initial configuration costs, taxes, shipping charges, and other reasonable fees incurred with the purchase of a Product are also Products.

"Customer" – an ECF customer that is a school or library eligible to participate in the ECF program and, that is applying for ECF discount on Products ordered from Seller.

"Funding Commitment Decision Letter" or "FCDL" – A letter that a Customer receives from USAC that indicates that USAC has approved funding for the Products and identifies the amount of funding approved.

"Funding Period" – The specific period, as defined by FCC and USAC, during which the Customer is approved for funding or discounts on Products.

"Universal Service Administrative Co." or "USAC" – The not-for-profit organization designated by the U.S. Federal Communications Commission ("FCC") to administer and ensure compliance with the ECF.

1. TERMS AND CONDITIONS

All orders submitted to Seller by Customer for Products under this Agreement are subject to the terms and conditions attached hereto as Exhibit 2 (the "Sales and Service Projects"), unless otherwise stated herein.

2. PURCHASE AUTHORIZATIONS

A. ECF Status

Customer represents and warrants that it qualifies as eligible to receive ECF funding.

CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT, WHEN EXECUTED, CONSTITUTES A CONTRACT, TO THE EXTENT REQUIRED BY THE FCC AND USAC.

B. ECF Purchases

Customer represents and warrants that all Purchases made under this Agreement shall be for the use of its eligible students, school staff, or library patrons, shall be used at eligible locations, shall be used primarily for educational purposes, shall be distributed only to students, school staff, or library patrons eligible to receive such Purchases, and shall otherwise be distributed and used consistent with the rules and requirements of the ECF program specified by the FCC and USAC.

IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO USAC. The Form 486 shall be approved by USAC prior to order placement with Seller.

C. Procurement Authorization and Compliance
Customer represents and warrants that all Purchases made under this Agreement, and processes leading to such Purchases, fully comply with all applicable state, local, and Tribal procurement requirements.

D. Compliance with all FCC and USAC Requirements
Customer represents and warrants that with regard to the Purchases, it is and will remain fully compliant with all requirements of the FCC and USAC relating to the ECF program.

3. ORDERING AND ASSISTANCE

A. Ordering
Purchase orders shall be submitted directly to Seller or at the following address or fax number:

CDW Government LLC
Attn: ECF Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information
All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage USAC owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR ECF FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order
Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are inconsistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall not be valid, are considered null and void and shall not be applicable to or binding on Seller.

FOR PRODUCTS WHICH ARE DISCONTINUED AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO OFFER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE, IF AVAILABLE, UPON USAC's APPROVAL OF THE PRODUCT SUBSTITUTION.

4. DELIVERY

Per ECF Guidelines Seller will deliver/ship services and equipment between July 1, 2022 and December 31, 2023.

5. PRICE AND PAYMENT TERMS

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable laws and regulations.

A. Price
The Price shall be as set forth on the Customer's quote from Seller and which is in the form attached hereto as Exhibit I. All prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer.

B. Payment Terms

Customer must choose one of the following payment methods and agrees to inform Seller of its choice. However, Customers that choose to order Products prior to receiving their FCDL shall be required to follow the BEAR payment method.

1. **Form 474 Service Provider Invoice (SPI) Method**
   Seller will invoice the Customer for the Product price, as set forth on the Product quote, net of the FCDL amount. Customer shall be responsible for making payment within thirty (30) days from date of invoice.

2. **Form 472 Billed Entity Applicant Reimbursement (BEAR) Method**
   Seller will invoice Customer, upon Product shipment, for the total purchase price without regard to any FCDL funding applied to that purchase price for the Products. Customer shall pay the invoiced amount within thirty (30) days from the date of invoice.

   Customer acknowledges and accepts that for recurring services specifically related to Kajeet if applicable, Seller will invoice the customer using the BEAR method exclusively.

All payments, regardless of method, shall be submitted to the address set forth below:

CDW Government LLC
Attn: Accounts Receivable
75 Remittance Dr. #1515
Chicago, IL 60675-1515

CUSTOMER MAY EITHER WAIT TO PLACE AN ORDER PRIOR TO OR AFTER RECEIPT OF ITS FCDL. IN THE EVENT THAT CUSTOMER PLACES AN ORDER PRIOR TO RECEIPT OF THE FCDL, CUSTOMER SHALL BE RESPONSIBLE FOR PAYMENT OF THE ENTIRE PURCHASE PRICE WITHOUT REGARD TO USAC FUNDING.

6. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

7. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall commence on ("Effective Date") and be valid through the end of the ECF Program. Notwithstanding the foregoing, Seller may terminate this Agreement upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement or withdraw an order, upon written notice to Seller in the event that funds are not appropriated to Customer under this program or that funds are required to be repaid that were already appropriated ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation or repayment of funds, then Seller may immediately cease performance. However, the Customer shall remain liable for any Products that Seller has shipped or services already provided or subscribed and purchased prior to Seller's receipt of the Termination Notice. Customer shall also be responsible for any of Seller's out-of-pocket costs arising as a result of any such termination.

The term of this Agreement may be renewed in the event that Customer receives an extension of funding from the USAC and upon Seller's and Customer's mutual written consent.

8. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

ALUM ROCK UNION SCHOOL DISTRICT
2930 Gay Ave.
San Jose, CA, 95127

9. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

10. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modified except by an amendment signed by an authorized representative of each party.

11. GOVERNING LAW

This Agreement will be governed by the laws of the State of California, without regard to conflicts of laws rules. Any litigation will be brought exclusively in a federal or state court located in the state or commonwealth of Customer's location above, and the parties consent to the jurisdiction of the federal and state courts located therein, and submit to the jurisdiction thereof. The parties further consent to the exercise of personal jurisdiction.

12. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both parties for a period of ten (10) years after the project completion in accordance with the rules of the ECF.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written ("Effective Date).

CDW Government LLC	**Customer**
_____	_____
(Authorized Signature)	*(Authorized Signature)*
_____	_____
Printed Name	*Printed Name*
Title: _____	Title: _____
Date: _____	Date: _____

11.01

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:**

December 15, 2022, Annual Organizational And Regular Board Meeting

RECOMMEND APPROVAL

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: February 9, 2023
Regular Board Meeting

Recommend Approval

11.01
Agenda Placement

Hilaria Bauer
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, December 15, 2022, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #10-22/23

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 5:35 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

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 ACTION: Annual Organizational Meeting, Nomination, and Election of Board President.

Clerk Corina Herrera-Loera nominated Vice-President Minh Pham.

Vice-President Minh Pham accepted the nomination.

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

Superintendent Bauer presented Member Andrés Quintero with a plaque for serving as Board President year 2022.

Member Andrés Quintero said it was an honor to serve as Board President.

1.03 Annual Organizational Meeting, Nomination and Election of Board Vice-President.

Member Andrés Quintero nominated Clerk Corina Herrera-Loera.

Clerk Corina Herrera-Loera accepted the nomination.

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

1.04 Annual Organizational Meeting, Nomination and Election of Board Clerk.

Member Ernesto Bejarano nominated Member Andrés Quintero.

Member Andrés Quintero accepted the nomination.

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

1. OPEN SESSION *(continued)*

1.05 Approve and Appoint the Superintendent as The Secretary of the Board.

MOTION #01-10 by Clerk Andrés Quintero to approve Action Item 1.05 as presented. MOTION #01-10 was seconded by Vice-President Corina Herrera-Loera.

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

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

Superintendent Bauer asked to pull items 9.03 & 9.04.

MOTION #02-10 by Clerk Andrés Quintero to adopt the agenda. MOTION #02-10 was seconded by Member Linda Chavez.

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

2. Special Presentation

2.01 Student Advisory Committee (SAC).

Director Sandra Garcia, Director of Social Emotional Imee Almazan, and Andrew Lieu, a former Alum Rock Union School District student, gave a presentation regarding the Student Advisory Committee.

Clerk Andrés Quintero said it was important to develop leadership roles for students to engage.

Vice-President Corina Herrera-Loera thanked Andrew Lieu and said he was a good leader.

Member Ernesto Bejarano thanked Andrew Lieu for his efforts. He said he looked forward to seeing him in the future.

Member Linda Chavez thanked Andrew Lieu for the work and effort he is putting into the Student Advisory Committee.

President Minh Pham thanked Sandra Garcia and Imee Almazan for their work with the Student Advisory Committee.

2. Special Presentation *(continued)*

Clerk Andrés Quintero asked that the Board adjourn the meeting in honor of Bud Jobe.

3. Public Members Who Wish To Address The Board

3.01 Requests to Address the Board

Public Comment:

1) Teolinda Mendoza said Lupita Gutierrez was doing a great job.

2) Wendy Alcazar said Lupita Gutierrez developed a rapport with the Adelante I community through hard work.

3) Laura Fuentes said this school year anticipated it was would a good year but everything turned upside down at Adelante I.

4) Patricia Gardenson said Lupita Gutierrez said she would be gone for two days and never returned. She said she was concerned because she had returned.

5) Marilou Beltran, a teacher at Adelante I, said the principal's absence still needs to be addressed.

6) Elvia Rodriguez Diaz said that Lupita Gutierrez managed to have two roles.

7) Dr. Joel Herrera said he had attended the Board meeting on behalf of Lupita Gutierrez. He said Lupita Gutierrez needs to be supported.

8) Delia said she is one of the parents at Adelante I. She said she would like Lupita Gutierrez to come back to the school.

9) Juliana Valderiema said she was a 3rd grade teacher at Adelante I. She said she is concerned because of what is happening in Alum Rock.

10) Gloria Cortes said she is a teacher at Adelante I. She asked that the Board interview parents to better understand what is going on with the administration.

4. Comments and Communications

4.01 Alum Rock Administrator's Association (ARAA)

Principal, Rebecca Williams, shared what was happening at the school sites.

4.02 Teamsters

There was no representative from Teamsters.

4.03 California School Employee's Association (CSEA)

President Sharon Fontaine congratulated President Minh Pham on his reelection. She thanked Sandra Garica and Imee Almazan for the presentation. She wished everyone a Merry Christmas and a Happy New Year.

4.04 Alum Rock Educator's Association (AREA)

President Jocelyn Merz said it had been a stressful month for Alum Rock. She said teachers are feeling burned o, creating an atmosphere of fear and anxiety. She mentioned that she had been the AREA President foseveralof years, and she has yet to receiveed so many messages from teachers. She wished everyone Happy Holidays.

4.05 Superintendent

Superintendent Bauer congratulated President Minh Pham for becoming Board President. She said change is not easy but it is necessary. She thanked the Board for their service to the district. She thanked the community who supported Measure S.

4.06 Board of Trustees/Communications/ Comments

Member Ernesto Bejarano congratulated President Minh Pham for his election as Board President. He said he is proud entire team's work done in Alum Rock. He spoke about academic success and how the district has brought resources to have students succeed.

Member Linda Chavez said Alum Rock has bright students they need to be challenged more.

4. Comments and Communications *(continued)*

President Andrés Quintero said we need to ensure the Alum Rock community that the district has good-quality teachers. He thanked the community for being able to serve another term.

Vice-President Corina Herrera-Loera thanked the community for returning her colleagues to the Board. She said there many good things were going on in the district using the

teacher housing.

President Minh Pham said he wanted to honor Bud Jobe, a Principal at Lyndale Elementary, who passed away He thanked all the voters who supported him. He commented he purchased a Christmas tree for the district at Christmas in the Park.

5. Public Hearing

5.01 Public Hearing. The Alum Rock Educators' Assocation (AREA) Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District (ARUESD); Re: 2023-2024 Reopeners.

President Minh Pham opened the public hearing at 7:10pm.
President Minh Pham closed the public hearing at 7:10pm.

5.02 Public Hearing. District's Initial Bargaining Proposal to Open Negotiations with Alum Rock Educators' Assocation (AREA) ; Re: 2023-2024 Reopeners.

President Minh Pham opened the public hearing at 7:10pm.
President Minh Pham closed the public hearing at 7:11pm.

6. Superintendent/ Board Business

6.01 Approve Proposed Board Meeting Calendar for 2023. The Board will discuss and determine the proposed dates include: January 19; February 09; March 09; April 13; May 11; June 08; and June 22; July 20; August 10; September 14; October 12; November 09 and December 14.

MOTION #03-10 by Member Linda Chavez to approve Action Item 6.01 as presented. MOTION #03-10 was seconded by Vice-President Corina Herrera-Loera.

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

6. Superintendent/ Board Business *(continued)*

6.02 Discussion/Consideration to Approve Resolution No. 23-22/23 Authorizing Remote Virtual/Teleconference Meetings Of The Board And District Committees Subject To the Brown Act For the Period December 19, 2022 – January 19, 2023.

MOTION #04-10 by Vice-President Corina Herrera-Loera to approve Action Item 6.02 as presented. MOTION #04-10 was seconded by Member Ernesto Bejarano.

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

6.03 AR 5145.71 (a) Title IX Sexual Harassment Complaint Procedures.

This item is for information only.

6.04 Approval to Appoint the Board Representative for the County Committee Election for 2023. The California Education Code requires that the Governing Board of each school district, as its annual initial meeting, select ones of its members to vote in the election for members of the County Committee on School District Organization.

Clerk Andrés Quintero nominated Presdient Minh Pham

President Minh Pham accepted the nomination.

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

6.05 Action/Review Needed: November 8, 2022 General Election Certification of Election Results for School Districts (Alum Rock Union School District).

MOTION #05-10 by Clerk Andrés Quintero to approve Action Item 6.05 as presented. MOTION #05-10 was seconded by Vice-President Corina Herrera-Loera.

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

6. Superintendent/ Board Business *(continued)*

6.06 Consider/Discussion/Approval of Resolution No. 25-22/23: Reaffirming the Critical Role of School Personnel As Mandated Reporters In the Safety And Well Being of Alum Rock Students.

Member Ernesto Bejarano said he brought forth this item and his position is the safety of the students. He read the resolution.

MOTION #06-10 by Member Linda Chavez to approve Action Item 6.06 as presented. MOTION #06-10 was seconded by Clerk Andrés Quintero.

Clerk Andrés Quintero asked Member Linda Chavez if she would accept the amendment he is going to make. Add- **administration to direct one copy of the paper to each employee of Alum Rock School District.**

Member Linda Chavez said she accepts and to also include a **copy for each Board member**.

Clerk Andrés Quintero said to add in addition **to administration to ask all site administrations read resolutions in their respective staff meetings and MOT when they meet with their units.**

Member Linda Chavez said to include in the **bullet points put a hard copy in personal hand as well as District Trustees.**

Clerk Andrés Quintero said to add **all departments with their respective staff.**

AMENDED MOTION #07-10 by Member Linda Chavez to approve Action Item 6.06 one paper copy to each employee and Board members read the resolution in their respective staff meetings and MOT at their unit meetings. MOTION #07-10 was seconded by Clerk Andrés Quintero.

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

6.07 Discussion Local Contracting Initiative.

Clerk Andrés Quintero said he would like to ask the Board to give him the authority to move forward and work with the administration to start a strategy to work with local contractors.

Member Ernesto Bejarano said he is supportive of this item.

6. Superintendent/ Board Business *(continued)*

Member Linda Chavez said he concern is the fiscal responsibility and if we are going to get the best price.

President Minh Pham said he was in complete support of Clerk Andrés Quintero's item.

Clerk Andrés Quintero said his understanding is that the Board is directing him to bring back this item for consideration.

7. Business Services

7.01 Approve 2022-23 First Interim Report

Assistant Superintendent Chheng gave a presentation regarding the 2022-23 First Interim Report.

MOTION #08-10 by Clerk Andrés Quintero to approve Action Item 7.01 as presented. MOTION #08-10 was seconded by Member Ernesto Bejarano.

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

8. Instructional Services

8.01 California Department of Education Expenditure Quarter 1 Report, from Aptitud Community Academy at Goss Early Literacy Support Grant (ELSB), and Literacy Action Plan in year-two of implementation.

This item is for information only.

8.02 Approve California Department of Education (CDE) Amendment 01 Local Agreement for Child Development Service, at Dual Immersion Preschools, Adelante I and Adelante II.

MOTION #09-10 by Clerk Andrés Quintero to approve Action Item 8.01 as presented. MOTION #09-10 was seconded by Vice-President Corina Herrera-Loera.

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

8. Instructional Services *(continued)*

8.03 Local Control Accountability (LCAP) Timeline.

This item is for information only.

9. Bonds

9.01 Sourcewell Piggyback Bid Contract #01521-LTS-3 for the Purchase of a Play Structure through Miracle Playsystems, Inc., for LUCHA Elementary.

MOTION #10-10 by Member Linda Chavez to approve Action Item 9.01 as presented. MOTION #10-10 was seconded by Member Ernesto Bejarano.

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

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

9.02 Sourcewell Piggyback Bid Contract #010521-LTS-3 for Purchase of a Play Structure through Miracle Playsystems, Inc., for Cassell Elementary.

MOTION #11-10 by Clerk Andrés Quintero to approve Action Item 9.02 as presented. MOTION #11-10 was seconded by Vice-President Corina Herrera-Loera.

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

9.05 Approve Additional Services with Studio W Architects for Architectural Services for HVAC Projects at Russo McEntee Elementary, McCollam Elementary and Adelante II.

MOTION #12-10 by Member Linda Chavez to approve Action Item 9.03 as presented. MOTION #12-10 was seconded by Vice-President Corina Herrera-Loera.

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

9. Bonds *(continued)*

9.06 Approve Contract with Project Support Services (PSS) for Phase III of DSA Closeout and Certification.

MOTION #13-10 by Member Linda Chavez to approve Action Item 9.06 as presented. MOTION #13-10 was seconded by Vice-President Corina Herrera-Loera.

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

10. Human Resources

10.01 Appove Revised Job Description – Early Learning Program Coordinator.

MOTION #14-10 by Clerk Andrés Quintero to approve Action Item 10.01 as presented. MOTION #14-10 was seconded by Member Linda Chavez.

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

10.02 Approve Revised Job Description –Paraeducator-Special Education I

MOTION #15-10 by Clerk Andrés Quintero to approve Action Item 10.02 as presented. MOTION #15-10 was seconded by Vice-President Corina Herrera-Loera.

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

10.03 Receive the Alum Rock Educators' Association (AREA) Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District; Re: 2023-2024 Reopeners

MOTION #16-10 by Clerk Andrés Quintero to approve Action Item 10.03 as presented. MOTION #16-10 was seconded by Member Linda Chavez.

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

10. Human Resources *(continued)*

10.04 Resignations

Information Only

10.05 Adopt the District's Initial Proposal to Open Negotiatons with Alum Rock Educators' Association (AREA); 2023-2024 Reopeners.

MOTION #17-10 by Clerk Andrés Quintero to approve Action Item 10.05 as presented. MOTION #17-10 was seconded by Member Linda Chavez.

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

10.06 Approval of Revision to Salary Schedule for Classified Management.

MOTION #18-10 by Clerk Andrés Quintero to approve Action Item 10.06 as presented. MOTION #18-10 was seconded by Vice-President Corina Herrera-Loera.

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

11. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 11.01,11.02, 11.03, 11.04, 11.05, 11.06, 11.07,11.08, and 11.09.***

- ***Agenda Item 11.01 Approve Board Meeting Minutes for the following dates: November 10, 2022, Regular Board Meeting, and November 30, 2022, Special Board Meeting.***
- ***Agenda Item 11.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 11.03*** *Approve Fundraising Activities.*
- ***Agenda Item 11.04*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 11.05*** *Approve the Santa Clara County Treasury Investment Portfolio Status.*
- ***Agenda Item 11.06*** *Approve Contracts for Professional Services – Firms/Organizations.*
- ***Agenda Item 11.07*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 11.08*** *Approve/Ratify Notices of Employment and Changes of Status/December 15, 2022.*
- ***Agenda Item 11.09*** *Current Enrollment.*

11. CONSENT CALENDAR

MOTION #19-10 by Clerk Andrés Quintero to approve Agenda Items 11.01,11.02, 11.03, 11.04, 11.05, 11.06, 11.07,11.08, and 11.09 as presented. MOTION #19-10 was seconded by Member Linda Chavez.

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

Motion made by Clerk Andrés Quintero to extend the Board meeting to 11:00 pm. Second by Vice-President Corina Herrera-Loera.

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

12. Closed Session

12.01 Recess to Closed Session

President Minh Pham announced the items that would be discussed in Closed Session. There were no public comments from the audience at this time.

13. RECONVENE TO OPEN SESSION

13.01 Report of Action Taken in Closed Session.

President Minh Pham said there was a quorum.

Assistant Superintendent Torrico reported the following actions.

13.01 Motion made by Member Ernesto Bejarano and Second by Vice-President Corina Herrera-Loera, the Board uniamously approved the appointment of Delmar Johnson as our new Manager of Operations and Security.

Assistant Superintendent Torrico said there were no more further items to report.

13. Future Board Agenda Requests

13.01 Future Board Agenda Requests

President Minh Pham asked that Board members email any future Board Agenda requests to Superintendent Bauer.

14. ADJOURNMENT

President Minh Pham said he would like to adjourn in memory of Mr. Bud Jobe.

14.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 10:56 pm.

Respectfully submitted,

Andrés Quintero, Board Clerk
mc

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: January 27, 2023

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated February 9, 2023

Recommendation: Staff recommends approval for acceptance of these donations.

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

To the Board of Trustees: Meeting: February 9, 2023
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: _____

Alum Rock Union Elementary School District
February 9, 2023

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Adelante PTA	Materials & Supplies	$ 124.11	ARUESD-VAPA
San Francisco 49ers Foundation	Materials & Supplies	$ 725.24	Aptitud Academy
The Tech Interactive	Materials & Supplies	$ 228.40	Aptitud Academy
O'Neill Sea Odyssey	Materials & Supplies	$ 1,000.00	Aptitud Academy
Rotary Club of San Jose - Silicon Valley Foundation	Materials & Supplies	$ 1,695.00	Cassell Elementary
Shutterfly, LLC	Materials & Supplies	$ 140.77	Lyndale Elementary
The Tech Interactive	Materials & Supplies	$ 300.00	McCollam Elementary
Shutterfly, LLC	Materials & Supplies	$ 144.95	San Antonio Elementary
Hillcresters	Materials & Supplies	$ 1,000.00	Renaissance Academy II
Shutterfly, LLC	Materials & Supplies	$ 216.63	Sheppard Middle
The Tech Interactive	Materials & Supplies	$ 250.00	Sheppard Middle

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Maria Thomas

Re: VAPA Donation

Date: January 13, 2023

Please accept the following donation from the Adelante PTA, for the Alum Rock Union School District Music Program:

Check Donation
TOTAL: $124.11

Donor's Information:

NAME:	Adelante PTA
ADDRESS:	2999 Ridgemont Dr. , San Jose, CA 95127

Sincerely,

Maria Thomas
Coordinator- VAPA, P.E., and Sports

Hilaria Bauer, Ph.D., Superintendent

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

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Aptitud Community Academy at Goss

Rebecca Williams, Principal *Jose Cortez, Assistant Principal*

BUSINESS OFFICE
RECEIVED
2023 JAN 30 P 2:15

Jan 23, 2023

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

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

San Francisco 49ers Foundation **$725.24** **Check #: 13170**

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

Please deposit into donation account: 060-9010-0-5835-00-1110-120-2110

Sincerely,

Rebecca Williams
Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Aptitud Community Academy at Goss

Rebecca Williams, Principal

Jose Cortez, Assistant Principal

BUSINESS OFFICE
RECEIVED
2023 JAN 18 P 1:21

Jan 17, 2023

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

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

The Tech Interactive **$228.40** **Check #: 0000101598**

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

Please deposit into donation account: 060-9010-0-4300-00-1110-120-2110

Sincerely,

Rebecca Williams
Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Aptitud Community Academy at Goss

Rebecca Williams, Principal

Jose Cortez, Assistant Principal

Dec 19, 2022

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

BUSINESS OFFICE
RECEIVED
2022 DEC 19 P 3:28

Dear Board of Trustees,

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

O'Neill Sea Odyssey **$1,000.00** **Check #: 5494**

This donation will be used to fund school field trips.

Please deposit into transportation account:
010-0000-0-5835-00-1110-1000-000000-120-5270

Sincerely,

Rebecca Williams
Principal

Sylvia Cassell Elementary School

Alum Rock Union School District (ARUSD)

Mrs. Alecia Kelley, Principal

Mrs. Dalyibe Robles Pardo, Administrative Assistant

1300 Tallahasee Drive, San José, CA 95122 · Phone: 408-928-7200 · https://cassell.arusd.org/

January 31, 2023

Alum Rock School District

Board of Trustees

2930 Gay Avenue

San Jose, CA. 95127

Dear Board of Trustees:

Please accept the following donations for Board approval and deposit into our donations account:

060-9010-0-8699-00-1110-1000-000000-200-2110

Company/Sponsor(s) name	Amount
Rotary Club of San Jose – Silicon Valley Foundation	$1.695

Sincerely,

Alecia Kelley, Principal

Hilaria Bauer, Ph.D., Superintendent

Board of Trustees: Corina Herrera-Loera, President ·Andrés Quintero, Vice-President

Ernesto Bejarano, Clerk · Linda Chavez, Member · Minh Pham, Member

Lyndale Elementary School

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

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

Ms. Kasturi Basu, Principal
Ms. Magdalena Grimaldo, Administrative Assistant
FAX 408 928-7901

BUSINESS OFFICE
RECEIVED
2022 JAN 12 A 9:30

December 21, 2022

Alum Rock School District

Board of Trustees

2390 Gay Ave.

San Jose, CA 95127

Dear Board of Trustees:

Please accept the following donation for Board approval:

Company/Sponsor(s) Name	**Amount**	**To be Used For:**
Shutterfly/Lifetouch	$140.77	School Supplies
Total Amount of Donations:	**$140.77**	

Sincerely,

Kasturi Basu

Kasturi Basu, Principal

McCollam Elementary School

3311 Lucian Ave.• San Jose, CA 95127 • **(408) 928-8000 Fax (408) 928-8001**

To: Hilaria Bauer, Ph.D., Superintendent

From: Pablo Fiene

Re: Monetary Donation to McCollam

Date: January 12,2023

BUSINESS OFFICE
RECEIVED
2023 JAN 12 P 1:00

Please accept a donation, one check in the amount of $300 from the Tech Museum for McCollam Elementary. The check will go towards the pursuit of educational goals for the students. Please deposit the check into the following donation account: 060-9010-0-4300-00-1110-1000-040-2110.

Thank you for your assistance.

Alum Rock Union Elementary School District
San Antonio Elementary School
1721 East San Antonio Street
San Jose, California 95116
408-928-8700

Mrs. Iris Charest– Principal

Mrs. Leticia Corona- School Admin. Assistant

BUSINESS OFFICE
RECEIVED
2023 JAN 17 P 12:50

January 13, 2022

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

Honorable Members of the Board:

Please accept the following donation of $144.95 from Shutterfly, LLC.
The money will be used to purchase materials and supplies for our students.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

Date: 1/17/2023

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members,
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, CA 95127

From: Danelle Finnen, Principal

Re: Donation for .... i.e. Renaissance Academy II

2023 JAN 18 P 2:21
RECEIVED

Dear Dr. Bauer and Honorable Board Members,

Please accept the following check donation of $1,000.00 (check#: 001132) from Hillcresters. This money will go towards classroom materials and supplies and school activities.

Thank you in advance for your approval.

Sincerely,

Finnen

Danelle Finnen
Principal

Renaissance Academy II
2050 Kammerer Ave.
San Jose, CA 95116

VERIZON INNOVATIVE LEARNING SCHOOLS

New Tech Network

SHEPPARD MIDDLE SCHOOL
SMS
TROJAN PRIDE

January 18, 2023

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

From: Jennifer Doherty, Principal

Re: Monetary Donations to Sheppard Middle School

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

Shutterfly $216.63

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

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

January 20, 2023

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

From: Jennifer Doherty, Principal

Re: Monetary Donations to Sheppard Middle School

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

Tech Interactive $250.00

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

Thank you in advance for your approval.

Jennifer Doherty

Principal, Sheppard Middle School

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: January 27, 2023

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated February 9, 2023.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees: Meeting: February 9, 2023
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: _____

Alum Rock Union Elementary School District
February 9, 2023

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante II Academy	Valentines Grams' Sales	PTA	02/01/23-02/28/23
Adelante II Academy	Popcornopolis Sales	PTA	02/01/23-03/31/23
McCollam Elementary	Camp Shirts' Sales	PTO	02/10/23-02/10/23
Meyer Elementary	Catalog Sales	ASB	02/27/23-03/13/23
Renaissance Acad Fischer	School Dance Sales	ASB	02/15/23-05/31/23
Renaissance Acad Fischer	Holiday Grams' Sales	ASB	02/01/23-06/08/23
Renaissance Acad Fischer	School Gear Sales	ASB	02/01/23-06/08/23
Russo/McEntee Academy	See's Candy Sales	ASB	02/01/23-02/14/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

BUSINESS OFFICE
RECEIVED

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

School Name: ADELANTE II DUAL LANGUAGE ACADEMY Date: JANUARY 19, 2023

Description of Event: Type VALENTINES GRAMS Vendor COSTCO/PARTY CITY

Purpose for Event: RAISE FUNDS. FLOWER/BALLOON OPTIONS. NON-EDIBLES.

Raise funds for student events. (E.g. Dia del niño

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

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

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

Proposed Date(s) of Event: FEBRUARY 2023 Time of Event: _____

Contact Person: MAYRA LLAMAS

Location of Proposed Activity: SCHOOL GATES

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2022

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) 1.19.23 (Date)

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

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

Principal Approval: _____ (Signature) 1/20/23 (Date)

Reviewed by Business Services: Maria Dew Date: 1/27/2023

- 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

BUSINESS OFFICE
RECEIVED

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

School Name: ADELANTE II DUAL LANGUAGE ACADEMY Date: JANUARY 19, 2023

Description of Event: Type POPCORNOPOLIS Vendor POPCORNOPOLIS

Purpose for Event: RAISE FUNDS for student events. ie: día del niño

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

Explain how food is handled/stored prior to or day of event: POPCORN COMES PREPACKAGED BY THE COMPANY.

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

Proposed Date(s) of Event: FEBRUARY-MARCH 23 Time of Event: OFFICE PICKUP

Contact Person: MAYRA LLAMAS

Location of Proposed Activity: OFFICE/GATE

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 2021-2022

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

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

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

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

ASB Advisor: Mayra Llamas (Signature) 1.19.23 (Date)

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

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

Principal Approval: _____ (Signature) 1/20/23 (Date)

Reviewed by Business Services: Maria Newt Date: 1/27/2023

- 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
2023 JAN 30 P 2:17

FUNDRAISING EVENT APPROVAL FORM

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

School Name: McCollam Date: 1/27/23

Description of Event: Type camp shirts Vendor _____

Purpose for Event: Selling shirts for Science Camp

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

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

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

Proposed Date(s) of Event: 2/10/23 Time of Event: all day

Contact Person: Trang Lim

Location of Proposed Activity: McCollam

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

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

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

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 01/25/23
Signature Date

Reviewed by Business Services: Maria Nuñez Date: 1/30/2023

- 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: Meyer Date: 1/27/2023

Description of Event: Type Catalog Sale Vendor Believe Kids Fundraiser

Purpose for Event: Raise money for end of year celebration and 5th grade promotion

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

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

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

Proposed Date(s) of Event: 2/27/2023 Time of Event: 3/13/2023

Contact Person: Yissel Vega

Location of Proposed Activity: Off 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: _____ 1/27/23
Signature Date

Reviewed by Business Services: Maria Nevo Date: 1/30/2023

- 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

BUSINESS OFFICE
RECEIVED
2022 JAN 24 P 1:18

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

School Name: Renaissance Academy @ Fischer Date: 01/11/2023

Description of Event: Type School Dances Vendor Costco & Donations

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates).

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

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

Proposed Date(s) of Event: 02/15, 4/5, 5/31 Time of Event: 4:30-6:30

Contact Person: Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): ✓ New Event — Held previously (years): _____

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ✓ No _____

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 1/20/23 Date

Student Council Approval Date: 9/21/22 (Middle Schools must attach minutes)

Student Council Representative: _____ Signature 1/20/23 Date

Principal Approval: Douglas Kleinhenz Signature 1/19/23 Date

Reviewed by Business Services: Maria Newton Date: 1/30/23

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

CNS _____ Date: 2/2/23

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

BUSINESS OFFICE
RECEIVED
2023 JAN 17 P 12:51

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

School Name: Renaissance Academy @ Fischer Date: 01/11/2023

Description of Event: Type Holiday Grams- (flowers, stuffed anim Vendor Amazon & Dollar Store

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates).

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

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

Proposed Date(s) of Event: 02/01/23 - 6/08/23 Time of Event: All day event

Contact Person: Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event ✓ Held previously (years): 15 yrs

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✓

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: _____ 12/01/23 01/12/23
Signature Date

Student Council Approval Date: 09/21/22 (Middle Schools must attach minutes)

Student Council Representative: _____ 1/13/23
Signature Date

Principal Approval: Douglas Kleinhenz 1/12/23
Signature Date

Reviewed by Business Services: Maria Newton Date: 1/18/2023

- 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

BUSINESS OFFICE
RECEIVED
2023 JAN 17 P 12:51

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

School Name: Renaissance Academy @ Fischer Date: 01/11/2023

Description of Event: Type School Gear Sales Vendor Amazon + Michaels

Purpose for Event: Profit to be used towards field trips, after school activities, purchase of students incentives to be given during Honor Roll Ceremonies (logo shirts, pencils, certificates).

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

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

Proposed Date(s) of Event: 02/01/23 - 6/08/23 Time of Event: All day event

Contact Person: Eduarda Brasil / Sarah Kretovics

Location of Proposed Activity: On Campus

Status of Event (please check one): ✔ New Event — Held previously (years): _____

A Use of Facilities Form is required for all events outside the normal school hours.

Is the Use of Facilities Form attached? (Form must be included when required) Yes ____ No ✔

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: ~~12/01/23~~ 01/12/23

Student Council Approval Date: 09/21/22 (Middle Schools must attach minutes)

Student Council Representative: _____ Signature Date 1/13/23

Principal Approval: _____ Signature Date 1/12/23

Reviewed by Business Services: _____ Date: 1/18/2023

- 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: 12/13/2022

Description of Event: Type See's Candy Vendor See's

Purpose for Event: Raise money for school husky store, prizes, kinder / 5th grade promotion, end of the year carnival.

If selling food what are the items: Chocolate boxes Brand and package size: Mini Heart Boxes 3.5 oz, Milk chocolate Buttercream Hearts 3oz, lollypops 0.7oz

Explain how food is handled/stored prior to or day of event: Afterschool, parent from PTO will be selling the candy.

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

Proposed Date(s) of Event: 2/1 - 2/14/23 Time of Event: 060 campus only

Contact Person: Tanu Kohli

Location of Proposed Activity: 060-campus only

Status of Event (please check one): ☐ New Event ☑ Held previously (years): December 2022

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

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

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

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

ASB Advisor: Arely Flores (Signature) 1/19/23 (Date)

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

Student Council Representative: _____ (Signature) 1/19/23 (Date)

Principal Approval: Tanu Kohli (Signature) 1/19/23 (Date)

Reviewed by Business Services: Maria Newton Date: 1/30/23

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

CNS _____ Date: 2/2/23

Approved ✓ Denied _____

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

Director, MOT: _____ Date: _____

Operations Mgr.: _____ Date: _____

Approved _____ Denied _____

11.04

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: February 2, 2023

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during January month of Fiscal Year 2022/2023.

Total of vendor warrants	$	4,772,241.04
Total of payroll warrants	$	4,739,670.16
Total	**$**	**9,511,911.20**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of January 2023.

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

To the Board of Trustees: Meeting: February 9, 2023
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: _____

January 2023

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$2,840,776.00
120	Child Development Fund	$70,536.98
130	Cafeteria Fund	$337,792.84
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$400,092.09
250	Capital Facilities Fund	$22.40
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,100,884.59
	Subtotal	**$4,750,104.90**
088	Student Body Fund	$22,136.14
	Total Vendor Warrants	**$4,772,241.04**

	PAYROLL WARRANTS	
	10th of the month	$403,722.37
	EOM Payroll	$4,328,536.39
	Manual Checks	$7,411.40
	Void Checks	$0.00
	Total Payroll Warrants	**$4,739,670.16**
	Grand Total All Warrants	**$9,511,911.20**

	From		To
AP Warrants used #	4016056	-	4016376
Payroll Direct Deposit Pay Stub used #	4747939	-	4749382
Payroll Checks used #	4404786	-	4404907

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	1/27/2023	4016356	088	$ 8,173.40
4IMPRINT INC. Total				$ 8,173.40
9095-5451 QC INC JUSTFUNDRAISI	1/13/2023	4016094	088	$ 5,709.60
9095-5451 QC INC JUSTFUNDRAISI Total				$ 5,709.60
ACE EMPOWER ACADEMY	1/13/2023	4016083	010	$ 38,424.00
ACE EMPOWER ACADEMY Total				$ 38,424.00
ACHIEVE KIDS	1/20/2023	4016143	080	$ 12,333.50
ACHIEVE KIDS Total				$ 12,333.50
ACME PACIFIC REPAIRS INC.	1/20/2023	4016144	050	$ 235.58
ACME PACIFIC REPAIRS INC. Total				$ 235.58
ACTION TOWING AND ROAD SERVICE	1/27/2023	4016329	010	$ 159.50
ACTION TOWING AND ROAD SERVICE Total				$ 159.50
ALAN M. CRAIG	1/27/2023	4016285	010	$ 214.10
ALAN M. CRAIG Total				$ 214.10
ALBERT, WENDY E.	1/20/2023	4016168	080	$ 122.50
ALBERT, WENDY E. Total				$ 122.50
ALCIBIADES ESPINO	1/20/2023	4016145	010	$ 214.10
ALCIBIADES ESPINO Total				$ 214.10
ALECIA KELLEY	1/13/2023	4016065	088	$ 361.97
	1/27/2023	4016296	010	$ 181.46
ALECIA KELLEY Total				$ 543.43
ALEXANDRA GUTIERREZ	1/27/2023	4016249	080	$ 27.51
ALEXANDRA GUTIERREZ Total				$ 27.51
ALIA	1/13/2023	4016121	060	$ 14,000.00
ALIA Total				$ 14,000.00
ALICIA G. PASCUA &	1/27/2023	4016286	010	$ 214.10
ALICIA G. PASCUA & Total				$ 214.10
ALLIED REFRIGERATION INC.	1/27/2023	4016330	050	$ 2,728.19
ALLIED REFRIGERATION INC. Total				$ 2,728.19
ALLISON ROSE ANDERSON	1/20/2023	4016169	080	$ 149.29
ALLISON ROSE ANDERSON Total				$ 149.29
ALONDRA GUADALUPE RIOS	1/13/2023	4016084	088	$ 243.25
ALONDRA GUADALUPE RIOS Total				$ 243.25
ALPHA BLANCA ALVARADO(ALPHA1)	1/13/2023	4016085	010	$ 71,192.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				$ 71,192.00
ALPHA JOSE HERNANDEZ (ALPHA	1/13/2023	4016086	010	$ 76,140.00
ALPHA JOSE HERNANDEZ (ALPHA Total				$ 76,140.00
ALUM ROCK ADMINISTRATORS ASSOC	1/26/2023	4016243	010	$ 515.00
ALUM ROCK ADMINISTRATORS ASSOC Total				$ 515.00
AMAZON WEB SERVICES INC.	1/20/2023	4016189	010	$ 79.12
AMAZON WEB SERVICES INC. Total				$ 79.12
AMAZON.COM LLC	1/20/2023	4016190	080	$ 271.46
	1/13/2023	4016095	010	$ 152.36
		4016122	080	$ 116.98
	1/27/2023	4016357	010	$ 307.62
AMAZON.COM LLC Total				$ 848.42
AMERICAN ASPHALT REPAIR &	1/13/2023	4016113	210	$ 26,862.20
AMERICAN ASPHALT REPAIR & Total				$ 26,862.20
AMY ELIZABETH RODRIGUES	1/20/2023	4016170	010	$ 21.25
AMY ELIZABETH RODRIGUES Total				$ 21.25
ANGIE MENCHACA	1/20/2023	4016146	010	$ 214.10

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ANGIE MENCHACA Total				$ 214.10
ANNETTE MARIE ESTRADA	1/27/2023	4016297	010	$ 103.00
ANNETTE MARIE ESTRADA Total				$ 103.00
ANTONIO A. VILLARIN	1/20/2023	4016147	010	$ 214.10
ANTONIO A. VILLARIN Total				$ 214.10
AON RISK INSURANCE SERVICES	1/20/2023	4016213	670	$ 81.00
AON RISK INSURANCE SERVICES Total				$ 81.00
APPLE INC.	1/27/2023	4016313	060	$ 377,539.08
APPLE INC. Total				$ 377,539.08
ARUESD - REVOLVING FUND	1/26/2023	4016235	010	$ 217.11
ARUESD - REVOLVING FUND Total				$ 217.11
ASAKO D. SUMII	1/27/2023	4016250	010	$ 214.10
ASAKO D. SUMII Total				$ 214.10
ASSOCIATION OF TWO-WAY & DUAL	1/20/2023	4016231	010	$ 225.00
	1/18/2023	4016139	060	$ 1,375.00
ASSOCIATION OF TWO-WAY & DUAL Total				$ 1,600.00
AT&T	1/26/2023	4016240	010	$ 5,031.38
AT&T Total				$ 5,031.38
A-Z BUS SALES INC	1/27/2023	4016328	010	$ 642.75
A-Z BUS SALES INC Total				$ 642.75
BAUDVILLE INC.	1/13/2023	4016096	010	$ 411.87
BAUDVILLE INC. Total				$ 411.87
BAY AREA FLOOR MACHINE	1/30/2023	4016366	010	$ 165.96
	1/27/2023	4016331	010	$ 215.52
BAY AREA FLOOR MACHINE Total				$ 381.48
BEEREADERS INC	1/20/2023	4016214	060	$ 6,792.00
BEEREADERS INC Total				$ 6,792.00
BERNAL, STEPHANIE	1/27/2023	4016298	010	$ 268.88
BERNAL, STEPHANIE Total				$ 268.88
BIOMETRICS4ALL INC.	1/17/2023	4016137	010	$ 12.00
BIOMETRICS4ALL INC. Total				$ 12.00
BLICK ART MATERIALS LLC	1/27/2023	4016358	010	$ 673.58
BLICK ART MATERIALS LLC Total				$ 673.58
BLUETRITON BRANDS INC.	1/12/2023	4016059	010	$ 69.25
			130	$ 15.48
	1/26/2023	4016241	010	$ 595.41
			050	$ 4.36
BLUETRITON BRANDS INC. Total				$ 684.50
BOSCO CONSTRUCTION SERVICES	1/13/2023	4016136	210	$ 103,703.90
BOSCO CONSTRUCTION SERVICES Total				$ 103,703.90
BRIEANA WHITE	1/13/2023	4016087	088	$ 142.57
BRIEANA WHITE Total				$ 142.57
BRYAN NGUYEN	1/27/2023	4016251	010	$ 214.10
BRYAN NGUYEN Total				$ 214.10
CALIFORNIA DEPARTMENT OF	1/26/2023	4016236	010	$ 60.10
			060	$ 2,047.90
		4016237	010	$ 860.00
CALIFORNIA DEPARTMENT OF Total				$ 2,968.00
CALIFORNIA DEPT. OF TAX & FEE	1/26/2023	4016244	010	$ 40.00
CALIFORNIA DEPT. OF TAX & FEE Total				$ 40.00
CALIFORNIA KINDERGARTEN	1/13/2023	4016097	060	$ 420.00

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CALIFORNIA KINDERGARTEN Total				$ 420.00
CALIFORNIA SPEECH-LANGUAGE	1/13/2023	4016098	080	$ 1,348.00
CALIFORNIA SPEECH-LANGUAGE Total				$ 1,348.00
CALIFORNIA SPORT DESIGN	1/27/2023	4016314	010	$ 1,068.83
			060	$ 2,354.30
CALIFORNIA SPORT DESIGN Total				$ 3,423.13
CALIFORNIA UNITED MECHANICAL,	1/27/2023	4016315	050	$ 1,922.00
CALIFORNIA UNITED MECHANICAL, Total				$ 1,922.00
CAL-STEAM INC.	1/30/2023	4016367	050	$ 724.79
	1/27/2023	4016332	050	$ 616.63
CAL-STEAM INC. Total				$ 1,341.42
CANON FINANCIAL SERVICES INC.	1/20/2023	4016142	010	$ 3,264.88
			060	$ 2,850.34
			050	$ 255.94
			080	$ 183.75
		4016148	060	$ 140.00
CANON FINANCIAL SERVICES INC. Total				$ 6,694.91
CARAHSOFT TECHNOLOGY CORP	1/20/2023	4016191	010	$ 420.18
	1/27/2023	4016316	010	$ 658.27
CARAHSOFT TECHNOLOGY CORP Total				$ 1,078.45
CARDLOCK FUELS SYSTEM INC	1/13/2023	4016099	010	$ 133.18
CARDLOCK FUELS SYSTEM INC Total				$ 133.18
CARLOS PELAYO	1/20/2023	4016149	010	$ 214.10
CARLOS PELAYO Total				$ 214.10
CELLCO PARTNERSHIP	1/30/2023	4016376	010	$ 5,324.26
	1/27/2023	4016333	010	$ 468.21
CELLCO PARTNERSHIP Total				$ 5,792.47
CHARLES R. WILLIAMSON	1/27/2023	4016252	010	$ 214.10
CHARLES R. WILLIAMSON Total				$ 214.10
CHERYL SOUZA	1/27/2023	4016287	010	$ 214.10
CHERYL SOUZA Total				$ 214.10
CHRISTINA RAQUEDAN	1/20/2023	4016171	080	$ 42.50
CHRISTINA RAQUEDAN Total				$ 42.50
CHRISTOPHER J. GAMBELIN	1/27/2023	4016253	010	$ 214.10
CHRISTOPHER J. GAMBELIN Total				$ 214.10
CINTAS CORPORATION	1/30/2023	4016368	010	$ 1,686.40
			050	$ 283.84
	1/27/2023	4016334	010	$ 339.21
			050	$ 70.96
CINTAS CORPORATION Total				$ 2,380.41
CITY OF PALO ALTO CALIFORNIA	1/25/2023	4016233	088	$ 1,334.00
CITY OF PALO ALTO CALIFORNIA Total				$ 1,334.00
CITY OF SAN JOSE	1/26/2023	4016245	010	$ 1,020.00
CITY OF SAN JOSE Total				$ 1,020.00
CITY YEAR INC.	1/20/2023	4016192	060	$ 141,885.35
CITY YEAR INC. Total				$ 141,885.35
CONTRERAS, PALOMA	1/27/2023	4016254	010	$ 35.63
CONTRERAS, PALOMA Total				$ 35.63
CORNEJOS CATERING INC	1/20/2023	4016193	060	$ 4,800.00
CORNEJOS CATERING INC Total				$ 4,800.00
CORPORATE BILLING LLC	1/13/2023	4016066	010	$ 5,338.55

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
CORPORATE BILLING LLC	1/19/2023	4016140	060	$ 34,939.03
CORPORATE BILLING LLC Total				**$ 40,277.58**
COUNTY BUILDING MATERIALS INC.	1/27/2023	4016335	050	$ 359.71
COUNTY BUILDING MATERIALS INC. Total				**$ 359.71**
CROWN CASTLE INTERNATIONAL	1/27/2023	4016317	010	$ 7,178.00
CROWN CASTLE INTERNATIONAL Total				**$ 7,178.00**
CSEA PARAEDUCATOR CONFERENCE	1/20/2023	4016194	060	$ 1,043.00
CSEA PARAEDUCATOR CONFERENCE Total				**$ 1,043.00**
CYNTHIA M. BARRICK	1/27/2023	4016255	010	$ 214.10
CYNTHIA M. BARRICK Total				**$ 214.10**
DALE SCOTT & CO INC	1/27/2023	4016318	210	$ 500.00
DALE SCOTT & CO INC Total				**$ 500.00**
DANIEL SANCHEZ	1/13/2023	4016100	060	$ 1,200.00
DANIEL SANCHEZ Total				**$ 1,200.00**
DANNIS WOLIVER KELLY	1/27/2023	4016268	010	$ 2,905.50
DANNIS WOLIVER KELLY Total				**$ 2,905.50**
DAYLIGHT FOODS INC	1/12/2023	4016062	130	$ 22,098.59
DAYLIGHT FOODS INC Total				**$ 22,098.59**
DBA: PALACE BUSINESS SOLUTIONS	1/27/2023	4016336	010	$ 8,103.32
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 8,103.32**
DBA:DELTA HEALTHCARE PROVIDERS	1/20/2023	4016150	080	$ 4,050.00
DBA:DELTA HEALTHCARE PROVIDERS Total				**$ 4,050.00**
DELTA DENTAL	1/27/2023	4016288	670	$ 1,134.54
DELTA DENTAL Total				**$ 1,134.54**
DIETERICH NURNBERG	1/20/2023	4016172	010	$ 225.75
DIETERICH NURNBERG Total				**$ 225.75**
EAST BAY REFRIGERATION, INC.	1/20/2023	4016151	130	$ 930.77
	1/27/2023	4016319	130	$ 6,186.35
EAST BAY REFRIGERATION, INC. Total				**$ 7,117.12**
EDGES ELECTRICAL GROUP LLC	1/27/2023	4016337	050	$ 392.47
EDGES ELECTRICAL GROUP LLC Total				**$ 392.47**
EINSTEIN NOAH RESTAURANT	1/27/2023	4016269	010	$ 246.25
EINSTEIN NOAH RESTAURANT Total				**$ 246.25**
ELBA MORAN	1/20/2023	4016173	010	$ 45.63
ELBA MORAN Total				**$ 45.63**
ELIZABETH BLANK	1/20/2023	4016215	060	$ 501.32
	1/27/2023	4016299	010	$ 170.99
ELIZABETH BLANK Total				**$ 672.31**
ELSIE B. AGUSTIN	1/27/2023	4016289	010	$ 214.10
ELSIE B. AGUSTIN Total				**$ 214.10**
ELSY V. HAYNES	1/27/2023	4016256	010	$ 214.10
ELSY V. HAYNES Total				**$ 214.10**
ENVIRONMENTAL SYSTEMS INC	1/30/2023	4016369	050	$ 14,200.00
	1/27/2023	4016338	050	$ 4,215.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 18,415.00**
ERIN DEVINE	1/20/2023	4016152	080	$ 16,380.00
ERIN DEVINE Total				**$ 16,380.00**
ESTHER B. CLARK SCHOOL AT	1/20/2023	4016216	080	$ 15,255.10
ESTHER B. CLARK SCHOOL AT Total				**$ 15,255.10**
FEDERAL EXPRESS	1/27/2023	4016290	010	$ 308.77
FEDERAL EXPRESS Total				**$ 308.77**

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
FIRST STUDENT INC.	1/20/2023	4016153	010	$ 1,954.18
	1/13/2023	4016101	060	$ 337.98
			088	$ 2,198.06
	1/27/2023	4016270	010	$ 57.14
			060	$ 300.00
			088	$ 668.09
FIRST STUDENT INC. Total				$ 5,515.45
FOSTER DAIRY FARMS	1/26/2023	4016234	130	$ 48,200.24
FOSTER DAIRY FARMS Total				$ 48,200.24
FRED M. AMORES	1/27/2023	4016257	010	$ 214.10
FRED M. AMORES Total				$ 214.10
FROG ENVIRONMENTAL. INC	1/20/2023	4016180	010	$ 1,425.00
FROG ENVIRONMENTAL. INC Total				$ 1,425.00
GARDA CL WEST	1/20/2023	4016195	010	$ 157.39
			130	$ 157.39
GARDA CL WEST Total				$ 314.78
GERALDINE GONZALES	1/20/2023	4016217	010	$ 214.10
GERALDINE GONZALES Total				$ 214.10
GILBARCO INC	1/13/2023	4016067	010	$ 1,581.56
GILBARCO INC Total				$ 1,581.56
GLEN PRICE GROUP	1/27/2023	4016271	060	$ 25,000.00
GLEN PRICE GROUP Total				$ 25,000.00
GOLD STAR FOODS	1/12/2023	4016063	130	$ 217,496.38
GOLD STAR FOODS Total				$ 217,496.38
GREENESPORT ASSOCIATION	1/13/2023	4016102	010	$ 325.00
GREENESPORT ASSOCIATION Total				$ 325.00
HARJEET KAUR	1/27/2023	4016300	010	$ 128.77
HARJEET KAUR Total				$ 128.77
HARJINDER S. GREWAL	1/27/2023	4016291	010	$ 214.10
HARJINDER S. GREWAL Total				$ 214.10
HOME DEPOT U.S.A. INC.	1/20/2023	4016181	010	$ 54.62
	1/27/2023	4016339	050	$ 5,104.55
		4016340	010	$ 1,941.49
HOME DEPOT U.S.A. INC. Total				$ 7,100.66
ICONIX WATERWORKS (US) INC.	1/27/2023	4016341	050	$ 989.29
ICONIX WATERWORKS (US) INC. Total				$ 989.29
IDA G HARL	1/13/2023	4016114	010	$ 33.14
IDA G HARL Total				$ 33.14
IMPERIAL BAG & PAPER CO LLC	1/12/2023	4016056	130	$ 23,944.16
IMPERIAL BAG & PAPER CO LLC Total				$ 23,944.16
INDERJIT D. SINGH	1/27/2023	4016258	010	$ 214.10
INDERJIT D. SINGH Total				$ 214.10
IRIS LYNN CHAREST	1/27/2023	4016301	060	$ 162.83
IRIS LYNN CHAREST Total				$ 162.83
IRMA O BARAHONA	1/20/2023	4016227	010	$ 810.83
IRMA O BARAHONA Total				$ 810.83
ISABEL FIGUEROA	1/27/2023	4016292	010	$ 214.10
ISABEL FIGUEROA Total				$ 214.10
IT MANAGEMENT CORPORATION	1/20/2023	4016182	010	$ 3,181.64
IT MANAGEMENT CORPORATION Total				$ 3,181.64
ITSAVVY LLC	1/13/2023	4016123	010	$ 459.39

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
ITSAVVY LLC Total				$ 459.39
JACQUIE SAPORITO	1/27/2023	4016302	010	$ 1,174.99
JACQUIE SAPORITO Total				$ 1,174.99
JAZZY LIEN NGUYEN	1/13/2023	4016068	130	$ 68.91
JAZZY LIEN NGUYEN Total				$ 68.91
JENNY HOANG TRAN	1/27/2023	4016303	010	$ 2,000.00
JENNY HOANG TRAN Total				$ 2,000.00
JESSE FERNANDEZ	1/30/2023	4016370	050	$ 2,400.00
	1/27/2023	4016342	050	$ 1,400.00
JESSE FERNANDEZ Total				$ 3,800.00
JESSE M SERNA	1/30/2023	4016371	010	$ 5,623.85
JESSE M SERNA Total				$ 5,623.85
JESUS R. BLANCO	1/27/2023	4016293	010	$ 214.10
JESUS R. BLANCO Total				$ 214.10
JIT KAUR PRASAD	1/27/2023	4016259	010	$ 214.10
JIT KAUR PRASAD Total				$ 214.10
JODY TRANG NGO	1/26/2023	4016239	010	$ 800.00
JODY TRANG NGO Total				$ 800.00
JONATHAN TRAN	1/20/2023	4016218	088	$ 531.00
JONATHAN TRAN Total				$ 531.00
JULIO CESAR VILLALOBOS	1/27/2023	4016304	010	$ 318.32
JULIO CESAR VILLALOBOS Total				$ 318.32
KAISER	1/20/2023	4016228	670	$ 235.00
KAISER Total				$ 235.00
KAISER PERMANENTE	1/20/2023	4016229	670	$ 412.66
KAISER PERMANENTE Total				$ 412.66
KAREN MICHELLE BERGESEN	1/27/2023	4016305	010	$ 7.21
KAREN MICHELLE BERGESEN Total				$ 7.21
KATRINA VALDEZ	1/13/2023	4016069	060	$ 8,692.00
KATRINA VALDEZ Total				$ 8,692.00
KEVIN HOMEL	1/27/2023	4016365	010	$ 549.34
KEVIN HOMEL Total				$ 549.34
KHAMKONG NALYVAN	1/27/2023	4016260	010	$ 214.10
KHAMKONG NALYVAN Total				$ 214.10
KIPP HEARTWOOD ACADEMY	1/13/2023	4016088	010	$ 81,309.00
KIPP HEARTWOOD ACADEMY Total				$ 81,309.00
KIPP PRIZE PREPARATORY ACADEMY	1/13/2023	4016089	010	$ 77,573.00
KIPP PRIZE PREPARATORY ACADEMY Total				$ 77,573.00
KRISTI YAMAGUCHI ALWAYS DREAM	1/20/2023	4016196	060	$ 22,000.00
KRISTI YAMAGUCHI ALWAYS DREAM Total				$ 22,000.00
LACY ROBERT AND JAMIE	1/13/2023	4016124	010	$ 214.10
LACY ROBERT AND JAMIE Total				$ 214.10
LAKESHORE EQUIPMENT COMPANY	1/20/2023	4016154	010	$ 199.99
			060	$ 499.73
		4016197	010	$ 277.41
			060	$ 403.99
	1/13/2023	4016103	010	$ 199.90
	1/27/2023	4016359	010	$ 551.82
			060	$ 430.45
LAKESHORE EQUIPMENT COMPANY Total				$ 2,563.29
LANGUAGE PEOPLE INC	1/27/2023	4016320	010	$ 9,330.24

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
LANGUAGE PEOPLE INC Total				**$ 9,330.24**
LARRY D. KAUK	1/20/2023	4016219	010	$ 214.10
LARRY D. KAUK Total				**$ 214.10**
LAZEL INC	1/13/2023	4016070	060	$ 234.00
LAZEL INC Total				**$ 234.00**
LDP INC	1/20/2023	4016155	060	$ 488.68
LDP INC Total				**$ 488.68**
LET'S TRAVEL	1/13/2023	4016104	010	$ 3,567.83
LET'S TRAVEL Total				**$ 3,567.83**
LIMINEX INC	1/20/2023	4016198	060	$ 1,817.40
LIMINEX INC Total				**$ 1,817.40**
LISA N. TRAN	1/27/2023	4016261	010	$ 214.10
LISA N. TRAN Total				**$ 214.10**
LITTLE HEROES	1/13/2023	4016105	010	$ 1,325.00
			060	$ 4,875.00
		4016115	010	$ 7,400.00
			060	$ 11,200.00
		4016125	010	$ 2,650.00
			060	$ 3,550.00
	1/19/2023	4016141	010	$ 6,625.00
			060	$ 8,875.00
LITTLE HEROES Total				**$ 46,500.00**
LOGO LOCKER LLC	1/20/2023	4016230	088	$ 1,257.81
LOGO LOCKER LLC Total				**$ 1,257.81**
LORI GRAGNOLA	1/20/2023	4016174	010	$ 72.25
LORI GRAGNOLA Total				**$ 72.25**
LOWES COMPANIES INC.	1/30/2023	4016372	050	$ 278.21
	1/27/2023	4016343	050	$ 867.60
LOWES COMPANIES INC. Total				**$ 1,145.81**
LOZANO SMITH LLP	1/27/2023	4016272	010	$ 10,966.00
LOZANO SMITH LLP Total				**$ 10,966.00**
LRP PUBLICATIONS INC.	1/20/2023	4016199	010	$ 81.45
LRP PUBLICATIONS INC. Total				**$ 81.45**
LYANNE ABREU	1/27/2023	4016306	088	$ 99.10
LYANNE ABREU Total				**$ 99.10**
MAGDALENA GRIMALDO	1/27/2023	4016307	010	$ 160.42
MAGDALENA GRIMALDO Total				**$ 160.42**
MAKEMUSIC INC.	1/13/2023	4016126	010	$ 1,782.81
MAKEMUSIC INC. Total				**$ 1,782.81**
MANSON WESTERN CORPORATION	1/13/2023	4016127	080	$ 992.46
MANSON WESTERN CORPORATION Total				**$ 992.46**
MARIA CARMINA OROZCO	1/20/2023	4016175	010	$ 101.25
MARIA CARMINA OROZCO Total				**$ 101.25**
MARK A. HUEBNER	1/27/2023	4016262	010	$ 214.10
MARK A. HUEBNER Total				**$ 214.10**
MARTHA ARAMBULA CONTRERAS	1/13/2023	4016071	130	$ 101.25
MARTHA ARAMBULA CONTRERAS Total				**$ 101.25**
MARY ANN MITCHELL	1/27/2023	4016294	010	$ 214.10
MARY ANN MITCHELL Total				**$ 214.10**
MAXIM HEALTHCARE SERVICES	1/20/2023	4016156	080	$ 57,696.94
	1/27/2023	4016273	010	$ 5,243.40

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
MAXIM HEALTHCARE SERVICES Total				$ 62,940.34
METLIFE SMALL MARKET	1/13/2023	4016128	010	$ 1,607.74
METLIFE SMALL MARKET Total				$ 1,607.74
MICHAEL OWEN WRIGHT	1/13/2023	4016072	088	$ 36.78
MICHAEL OWEN WRIGHT Total				$ 36.78
MIKE DOUSHGOUNIAN	1/20/2023	4016183	050	$ 278.85
	1/13/2023	4016073	050	$ 23,195.50
	1/27/2023	4016344	050	$ 530.36
MIKE DOUSHGOUNIAN Total				$ 24,004.71
MUS VIL INC.	1/13/2023	4016074	010	$ 1,634.71
			060	$ 10,004.61
	1/27/2023	4016274	010	$ 7,465.83
MUS VIL INC. Total				$ 19,105.15
NANCY FLORES	1/27/2023	4016308	010	$ 2,000.00
NANCY FLORES Total				$ 2,000.00
NANCY GARZA	1/27/2023	4016309	010	$ 41.45
NANCY GARZA Total				$ 41.45
NASCO EDUCATION	1/20/2023	4016200	010	$ 302.89
NASCO EDUCATION Total				$ 302.89
NCS PEARSON INC.	1/20/2023	4016157	080	$ 67.50
		4016201	080	$ 9.00
	1/13/2023	4016129	080	$ 554.18
	1/27/2023	4016360	080	$ 972.13
NCS PEARSON INC. Total				$ 1,602.81
NICOLE J WESSON	1/20/2023	4016220	080	$ 58.70
NICOLE J WESSON Total				$ 58.70
NIPPON SHOKKEN U.S.A INC	1/20/2023	4016158	130	$ 13,620.00
NIPPON SHOKKEN U.S.A INC Total				$ 13,620.00
NUNZIA N. SUNSERI	1/27/2023	4016263	010	$ 214.10
NUNZIA N. SUNSERI Total				$ 214.10
OAK GROVE INSTITUTE FOUNDATION	1/20/2023	4016159	080	$ 18,456.36
OAK GROVE INSTITUTE FOUNDATION Total				$ 18,456.36
ODP BUSINESS SOLUTIONS	1/27/2023	4016346	010	$ 430.27
ODP BUSINESS SOLUTIONS Total				$ 430.27
OFFICE DEPOT BUSINESS SOLUTION	1/20/2023	4016179	010	$ 9,435.32
	1/30/2023	4016373	010	$ 2,342.29
			050	$ 52.36
			080	$ 371.25
			130	$ 138.66
			088	$ 123.01
OFFICE DEPOT BUSINESS SOLUTION Total				$ 12,462.89
OLIVER PACKAGING & EQUIPMENT	1/13/2023	4016076	130	$ 4,322.50
OLIVER PACKAGING & EQUIPMENT Total				$ 4,322.50
ONE STONE APPAREL INC.	1/27/2023	4016275	088	$ 695.00
ONE STONE APPAREL INC. Total				$ 695.00
O'REILLY AUTOMOTIVE STORES INC	1/20/2023	4016184	010	$ 1,384.39
	1/13/2023	4016075	010	$ 530.52
	1/27/2023	4016345	010	$ 503.13
O'REILLY AUTOMOTIVE STORES INC Total				$ 2,418.04
PAM L. ABERG	1/27/2023	4016276	210	$ 2,318.00
PAM L. ABERG Total				$ 2,318.00

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
PAMELA PAGE	1/20/2023	4016221	010	$ 158.50
	1/27/2023	4016310	010	$ 160.43
PAMELA PAGE Total				$ 318.93
PARTRIDGE CONSULTING INC.	1/20/2023	4016160	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				$ 5,500.00
PAUL Q. PHAM	1/27/2023	4016264	010	$ 214.10
PAUL Q. PHAM Total				$ 214.10
PAULINE CERVANTEZ	1/20/2023	4016222	010	$ 214.10
PAULINE CERVANTEZ Total				$ 214.10
PG&E	1/12/2023	4016060	010	$ 215,598.74
	1/13/2023	4016106	010	$ 55.57
PG&E Total				$ 215,654.31
PLANNED PARENTHOOD MAR MONTE	1/13/2023	4016090	010	$ 13,455.00
PLANNED PARENTHOOD MAR MONTE Total				$ 13,455.00
PLURALSIGHT LLC	1/27/2023	4016321	010	$ 2,178.00
PLURALSIGHT LLC Total				$ 2,178.00
PLUSHY FEELY CORP	1/23/2023	4016232	060	$ 9,222.85
PLUSHY FEELY CORP Total				$ 9,222.85
POSITIVE PROMOTIONS INC	1/13/2023	4016130	010	$ 155.75
POSITIVE PROMOTIONS INC Total				$ 155.75
PREETMOHINDER S. DHILLON	1/27/2023	4016295	010	$ 214.10
PREETMOHINDER S. DHILLON Total				$ 214.10
PROJECT SUPPORT SERVICES INC	1/20/2023	4016161	210	$ 80,500.00
		4016202	210	$ 17,547.74
PROJECT SUPPORT SERVICES INC Total				$ 98,047.74
QUADIENT, INC.	1/13/2023	4016116	010	$ 488.38
	1/27/2023	4016322	010	$ 488.38
QUADIENT, INC. Total				$ 976.76
QUAN L. GIANG	1/27/2023	4016265	010	$ 214.10
QUAN L. GIANG Total				$ 214.10
RAFAEL PAREDES	1/20/2023	4016176	080	$ 46.89
RAFAEL PAREDES Total				$ 46.89
RAMIREZ, LILIA	1/13/2023	4016077	130	$ 14.47
RAMIREZ, LILIA Total				$ 14.47
RANDALL E. KLEIN	1/13/2023	4016107	060	$ 288.00
	1/27/2023	4016277	010	$ 1,123.00
RANDALL E. KLEIN Total				$ 1,411.00
REBECA MONTOYA	1/20/2023	4016223	250	$ 22.40
REBECA MONTOYA Total				$ 22.40
RECOLOGY SOUTH BAY	1/12/2023	4016061	010	$ 19,209.27
	1/27/2023	4016347	010	$ 1,916.51
RECOLOGY SOUTH BAY Total				$ 21,125.78
REHON & ROBERTS APC	1/20/2023	4016226	010	$ 22,575.00
			210	$ 3,485.75
REHON & ROBERTS APC Total				$ 26,060.75
RESOURCE AREA FOR TEACHERS	1/13/2023	4016078	060	$ 2,400.00
RESOURCE AREA FOR TEACHERS Total				$ 2,400.00
RICK DELONG	1/27/2023	4016348	010	$ 890.00
RICK DELONG Total				$ 890.00
RIVAS, KAREEN	1/27/2023	4016311	010	$ 140.42
RIVAS, KAREEN Total				$ 140.42

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
RIVERA, LIONELA C.	1/26/2023	4016246	010	$ 39.46
RIVERA, LIONELA C. Total				$ 39.46
RMC A RAY MORGAN COMPANY	1/20/2023	4016203	010	$ 60.36
	1/13/2023	4016108	010	$ 46.73
RMC A RAY MORGAN COMPANY Total				$ 107.09
RO HEALTH INC.	1/27/2023	4016278	010	$ 47,242.88
RO HEALTH INC. Total				$ 47,242.88
ROCKETSHIP FUERZA	1/13/2023	4016091	010	$ 103,731.00
ROCKETSHIP FUERZA Total				$ 103,731.00
ROCKETSHIP SI SE PUEDE	1/13/2023	4016092	010	$ 56,355.00
ROCKETSHIP SI SE PUEDE Total				$ 56,355.00
RODAN ENTERPRISES INC.	1/13/2023	4016109	060	$ 556.80
RODAN ENTERPRISES INC. Total				$ 556.80
ROJELIO GARZA	1/27/2023	4016266	010	$ 214.10
ROJELIO GARZA Total				$ 214.10
ROLLINS INC.	1/27/2023	4016349	050	$ 13,786.04
ROLLINS INC. Total				$ 13,786.04
ROSA LOZANO	1/13/2023	4016117	010	$ 98.41
ROSA LOZANO Total				$ 98.41
RR DONNELLEY	1/13/2023	4016131	010	$ 2,742.62
	1/27/2023	4016361	010	$ 1,273.89
RR DONNELLEY Total				$ 4,016.51
SABINA MURESAN	1/27/2023	4016267	010	$ 15.63
SABINA MURESAN Total				$ 15.63
SAMANTHA R ZENTNER	1/26/2023	4016247	010	$ 2.96
SAMANTHA R ZENTNER Total				$ 2.96
SAN JOSE UNIFIED SCHOOL	1/20/2023	4016224	080	$ 24,917.50
SAN JOSE UNIFIED SCHOOL Total				$ 24,917.50
SAN JOSE WATER COMPANY	1/12/2023	4016064	010	$ 60,156.91
SAN JOSE WATER COMPANY Total				$ 60,156.91
SANTA CLARA COUNTY OFFICE OF	1/27/2023	4016279	010	$ 29,370.00
SANTA CLARA COUNTY OFFICE OF Total				$ 29,370.00
SAVE MART SUPERMARKETS	1/27/2023	4016280	080	$ 203.91
SAVE MART SUPERMARKETS Total				$ 203.91
SCCJHSCA	1/27/2023	4016350	010	$ 15.00
SCCJHSCA Total				$ 15.00
SCHOLASTIC INC.	1/20/2023	4016204	010	$ 426.33
SCHOLASTIC INC. Total				$ 426.33
SCHOLASTIC, INC.	1/20/2023	4016205	060	$ 538.13
SCHOLASTIC, INC. Total				$ 538.13
SCHOOL HEALTH CORPORATION	1/13/2023	4016132	010	$ 223.30
SCHOOL HEALTH CORPORATION Total				$ 223.30
SCHOOL NURSE SUPPLY INC.	1/13/2023	4016133	010	$ 264.96
SCHOOL NURSE SUPPLY INC. Total				$ 264.96
SCHOOL SERVICES OF CALIFORNIA	1/20/2023	4016206	010	$ 550.00
	1/27/2023	4016281	010	$ 355.00
SCHOOL SERVICES OF CALIFORNIA Total				$ 905.00
SCHOOL SPECIALTY LLC	1/20/2023	4016207	080	$ 475.30
	1/27/2023	4016362	060	$ 2,486.21
SCHOOL SPECIALTY LLC Total				$ 2,961.51
SECURITY CONTRACTOR SERVICES	1/27/2023	4016351	050	$ 51.41

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
SECURITY CONTRACTOR SERVICES Total			$	51.41
SEE'S CANDY	1/26/2023	4016242 088	$	562.50
SEE'S CANDY Total			$	562.50
SELF INSURED SCHOOLS OF	1/12/2023	4016057 670	$	862,268.00
SELF INSURED SCHOOLS OF Total			$	862,268.00
SERVICE STATION SYSTEMS	1/20/2023	4016185 010	$	1,898.72
	1/13/2023	4016110 050	$	275.00
	1/27/2023	4016352 010	$	275.00
SERVICE STATION SYSTEMS Total			$	2,448.72
SFCC INTERMEDIATEHOLDINGS INC	1/27/2023	4016323 010	$	362.73
SFCC INTERMEDIATEHOLDINGS INC Total			$	362.73
SHAYLYN NORENE ORDAZ	1/20/2023	4016177 010	$	20.44
SHAYLYN NORENE ORDAZ Total			$	20.44
SOLUTION TREE INC	1/27/2023	4016363 060	$	47.25
SOLUTION TREE INC Total			$	47.25
SOUTHERN COUNTIES LUBRICANTS	1/27/2023	4016353 010	$	17,293.33
SOUTHERN COUNTIES LUBRICANTS Total			$	17,293.33
SPRINGBOARD COLLABORATIVE	1/13/2023	4016079 060	$	2,950.00
SPRINGBOARD COLLABORATIVE Total			$	2,950.00
SPURR	1/20/2023	4016162 010	$	30,718.04
SPURR Total			$	30,718.04
STARFALL EDUCATION FOUNDATION	1/20/2023	4016208 060	$	355.00
STARFALL EDUCATION FOUNDATION Total			$	355.00
STATE OF CALIFORNIA	1/17/2023	4016138 010	$	529.00
STATE OF CALIFORNIA Total			$	529.00
STATE WATER RESOURCES	1/13/2023	4016080 010	$	1,738.00
STATE WATER RESOURCES Total			$	1,738.00
STUDIO W ASSOCIATES INC.	1/20/2023	4016225 210	$	165,174.50
STUDIO W ASSOCIATES INC. Total			$	165,174.50
SUNDANCE / NEWBRIDGE LLC	1/27/2023	4016324 060	$	9,302.03
SUNDANCE / NEWBRIDGE LLC Total			$	9,302.03
SWEETWATER SOUND INC	1/13/2023	4016134 060	$	273.36
SWEETWATER SOUND INC Total			$	273.36
SWING EDUCATION INC.	1/27/2023	4016282 010	$	43,500.00
SWING EDUCATION INC. Total			$	43,500.00
TAG/AMS. INC.	1/20/2023	4016186 010	$	48.00
	1/13/2023	4016111 010	$	85.00
TAG/AMS. INC. Total			$	133.00
TALTON, VERONICA	1/20/2023	4016178 010	$	22.75
TALTON, VERONICA Total			$	22.75
TARGET SPECIALTY PRODUCTS	1/27/2023	4016354 050	$	2,339.11
TARGET SPECIALTY PRODUCTS Total			$	2,339.11
TEACHER SYNERGY LLC	1/13/2023	4016118 060	$	2,400.00
TEACHER SYNERGY LLC Total			$	2,400.00
TEAMSTERS MANAGED TRUST FUNDS	1/12/2023	4016058 670	$	225,002.00
TEAMSTERS MANAGED TRUST FUNDS Total			$	225,002.00
THE CREEKSIDE SCHOOL	1/20/2023	4016163 080	$	7,549.00
THE CREEKSIDE SCHOOL Total			$	7,549.00
THE ENVISIONEERS INC	1/20/2023	4016209 060	$	8,277.30
	1/27/2023	4016325 060	$	50,972.10
THE ENVISIONEERS INC Total			$	59,249.40

AP Check Register - Pivot Table Summary by Vendor
January 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
THE PROPHET CORPORATION	1/20/2023	4016210	010	$ 146.77
	1/13/2023	4016119	010	$ 165.08
		4016135	010	$ 192.45
	1/27/2023	4016326	060	$ 122.43
THE PROPHET CORPORATION Total				$ 626.73
THERESA S RENTERIA	1/27/2023	4016312	010	$ 35.36
THERESA S RENTERIA Total				$ 35.36
THINK TOGETHER	1/20/2023	4016164	120	$ 70,536.98
		4016211	060	$ 410,370.71
THINK TOGETHER Total				$ 480,907.69
THOMSON REUTERS - WEST	1/27/2023	4016283	010	$ 253.76
THOMSON REUTERS - WEST Total				$ 253.76
TIME CLOCK SALES & SERVICE CO	1/13/2023	4016112	010	$ 100.55
TIME CLOCK SALES & SERVICE CO Total				$ 100.55
TOBII DYNAVOX LLC	1/27/2023	4016284	080	$ 9,671.40
TOBII DYNAVOX LLC Total				$ 9,671.40
U.S. BANK	1/20/2023	4016188	010	$ 11,069.21
			060	$ 101.00
			130	$ 497.69
U.S. BANK Total				$ 11,667.90
UNITED PARCEL SERVICE	1/20/2023	4016212	010	$ 190.09
UNITED PARCEL SERVICE Total				$ 190.09
UNITED REFRIGERATION INC.	1/30/2023	4016374	050	$ 211.59
UNITED REFRIGERATION INC. Total				$ 211.59
VISION SERVICE PLAN	1/13/2023	4016093	670	$ 11,691.39
VISION SERVICE PLAN Total				$ 11,691.39
VISTA CENTER FOR THE BLIND &	1/20/2023	4016165	080	$ 570.00
VISTA CENTER FOR THE BLIND & Total				$ 570.00
VIVIANNE NGUYEN	1/13/2023	4016120	010	$ 103.18
VIVIANNE NGUYEN Total				$ 103.18
VOCOVISION LLC	1/20/2023	4016166	080	$ 25,285.26
VOCOVISION LLC Total				$ 25,285.26
W.W. GRAINGER INC.	1/27/2023	4016355	050	$ 249.97
W.W. GRAINGER INC. Total				$ 249.97
WARDS AUTO SUPPLY, INC	1/20/2023	4016187	010	$ 2,392.60
	1/30/2023	4016375	010	$ 210.18
	1/13/2023	4016081	010	$ 458.72
WARDS AUTO SUPPLY, INC Total				$ 3,061.50
WEX Health Inc	1/13/2023	4016082	670	$ 60.00
WEX Health Inc Total				$ 60.00
WINSOR LEARNING INC.	1/20/2023	4016167	080	$ 3,250.00
WINSOR LEARNING INC. Total				$ 3,250.00
WOODWIND & BRASSWIND INC.	1/27/2023	4016364	060	$ 549.06
WOODWIND & BRASSWIND INC. Total				$ 549.06
YENY ROSALES	1/26/2023	4016238	010	$ 485.45
YENY ROSALES Total				$ 485.45
YMCA OF SILICON VALLEY	1/27/2023	4016327	060	$ 167,509.44
YMCA OF SILICON VALLEY Total				$ 167,509.44
ZANE GRAY HAWKINS	1/26/2023	4016248	010	$ 39.46
ZANE GRAY HAWKINS Total				$ 39.46
Grand Total				$ 4,772,241.04

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: January 27, 2023

Subject: **Acceptance of Grant/Award Notification**

Staff Analysis: The District has received a grants/awards as summarized on the attached sheet dated February 9, 2023.

Recommendation: Staff recommends acceptance of this grant/award.

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

To the Board of Trustees: Meeting: February 9, 2023
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: _____

Alum Rock Union Elementary School District
February 9, 2023 Board Meeting

GRANT/AWARD NOTIFICATIONS

PROJECT NAME	PROJECT AMOUNT	FUNDING AGENCY	COMMENTS
Emergency Connectivity Fund (ECF) Funding App (ARUSD_ECF_2022_471_CDW-G)	$ 1,235,250.00	CDW Government LLC	The Emergency Connectivity Fund will provide funds for the Chromebook Order to the District (more specifics are provided in the grant/program); service start date July 1, 2022 thru December 31, 2023 and service delivery date December 31, 2023 thru February 29, 2024.

Universal Service Administrative Co.

July 13, 2022

ECF Funding Commitment Decision Letter

2022

Contact Information:
Jose Chavez
ALUM ROCK UNION ELEM SCH DIST
2930 GAY AVE
SAN JOSE CA 95127 - 2322
jose.chavez@arusd.org

ECF FCC Form 471: ECF202206219

BEN: 144330
Obligation File: 3
Application Nickname: ARUSD_ECF_2022_471_CDW-G

Totals

Total Committed	**$1,235,250.00**

What is in this letter?

Thank you for submitting your Emergency Connectivity Fund (ECF) funding application.

Attached to this letter, you will find the funding statuses for the ECF FCC Form(s) 471, Services Ordered and Certification Form, referenced above.

The Universal Service Administrative Company (USAC) is sending letters to both the associated applicant and the service provider(s) so that you can work together to complete the funding process.

Next Steps

Submit Requests for Reimbursement to the Emergency Connectivity Fund (ECF) Portal.[1]

The Commission in the *Emergency Connectivity Fund Report and Order* provided two ways for applicants to be able to invoice for eligible equipment and services through the Emergency Connectivity Fund Program.[2] Applicants and service providers, who agree to invoice on behalf of the applicant(s), are allowed to submit ECF Program requests for reimbursement.

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[1] The *Emergency Connectivity Fund Report and Order* directed USAC to make the invoicing system available 15 days after the issuance of the first wave of commitments for the Emergency Connectivity Fund Program. *Establishing the Emergency Connectivity Fund to Close the Homework Gap*, WC Docket No. 21-93, Report and Order, FCC 21-58, para. 98 (rel. May 11, 2021) *(Emergency Connectivity Fund Report and Order)* If your funding commitment was released as part of the first wave, you may need to wait 15 days prior to submitting your request for reimbursement. USAC will announce when the invoicing system is available and requests for reimbursement can be submitted.

[2] *Emergency Connectivity Fund Report and Order,* at para.93.

- **If you (the applicant) are invoicing:** After receiving the ECF-supported eligible equipment and/or services, you will file the ECF FCC Form 472, the Billed Entity Applicant Reimbursement (BEAR) Form to invoice for reimbursement of the ECF-supported eligible equipment and/or services. If you request reimbursement prior to paying your service provider(s), you will be required to provide verification that you paid your service provider(s) within 30 days of receipt of funds.
- **If your service provider(s) is invoicing:** The service provider(s) must provide the ECF-supported eligible equipment and/or services and then file the ECF FCC Form 474, the Service Provider Invoice (SPI) form, to invoice for reimbursement for the ECF-supported eligible equipment and/or services provided.

Applicants and service providers, who agree to invoice on behalf of the applicant(s), must provide invoices detailing the items purchased, along with the requests for reimbursement. In general, any request for reimbursement submitted without the necessary information will be rejected with an explanation as to the deficiency, and the funding recipient will need to timely resubmit its invoice submission in order to receive reimbursement.

Notice on Rules and Requirements

The applicants' receipt of funding commitments is contingent on their compliance with all federal, statutory, regulatory, and procedural requirements of the ECF Program and the FCC's rules. This also includes the certifications under penalty of perjury contained in their funding application(s). Funding recipients are subject to audits and other reviews that the Commission and other appropriate authorities may undertake periodically to ensure that committed funds are being used in accordance with such requirements and for their intended purpose. Please see paragraphs 116-134 of the Commission's *Emergency Connectivity Fund Report and Order* for more information regarding the Program's documentation, certification, and audit requirements.

As referenced in paragraph 101 of the *Emergency Connectivity Fund Report and Order,* attached to this letter is the full text of Appendix A to 2 CFR Part 170, which provides additional information about the reporting requirements for reporting executive compensation (through https://www.sam.gov) and subaward activity (through http://www.fsrs.gov) under the Federal Funding Accountability and Transparency Act of 2006 as amended by the Digital Accountability and Transparency Act of 2014 (collectively the Transparency Act or FFATA/DATA Act) for award and subaward payments that equal or exceed $30,000.

On behalf of the FCC, USAC may be required to reduce or cancel funding commitments that were not issued in accordance with these requirements, whether due to action or inaction of USAC, the applicant, or the service provider. The Commission and other appropriate authorities may pursue enforcement actions and other means of recourse to collect improperly disbursed funds.

How to Appeal or Request a Waiver of a Decision

You can appeal or request a waiver of a decision in this letter **within 30 calendar days** of the date of this letter. Failure to meet this deadline will result in an automatic dismissal of your appeal or waiver request. **Please note that this is shorter than the deadline for appeals in the E-Rate Program.**

Note: The Federal Communications Commission (FCC) will not accept appeals of ECF Program decisions that have not first been submitted and addressed in the Emergency Connectivity Fund (ECF) Portal. However, if you are seeking a waiver of ECF Program rules, you must submit your request directly to the FCC and not in the ECF Portal. Waivers of the ECF Program rules cannot be addressed within the ECF Portal.

- **To submit an appeal that is not a waiver,** visit the Appeals section in the Emergency Connectivity Fund (ECF) Portal and provide the required information. USAC will reply to your appeal submissions to confirm receipt. Visit the ECF Program's website for additional information on submitting an appeal, including step-by-step instructions.
- **To request a waiver of the FCC's rules,** please submit your request to the FCC in proceeding number WC Docket No. 21-93 using the Electronic Comment Filing System (ECFS). Include your contact information, a statement that your filing is a waiver request, identifying information, the FCC rule(s) for which you are seeking a waiver, a full description of the relevant facts that you believe support your waiver request and any related relief, and any supporting documentation.

For all appeals and waivers, be sure to keep a copy of your entire appeal or waiver document, including any correspondence and documentation, and provide a copy to the affected service provider(s).

ECF Funding Commitment Decision Overview

2022

Funding Commitment Decision Overview

Funding Request Number (FRN)	Service Provider Name	Amount Requested	Amount Committed	Status
ECF2290010378	CDW Government LLC	$1,235,250.00	$1,235,250.00	Funded

FRN	Service Type	Status
ECF2290010378	Equipment	Funded

Dollars Committed			
Monthly Cost		**One-time Cost**	
Months of Service	18		
Total Eligible Recurring Charges	$0.00	Total Eligible One Time Charges	$1,235,250.00
		Total Charges	$1,235,250.00
		Committed Amount	**$1,235,250.00**

Dates	
Service Start Date	**7/1/2022**
Service End Date	**12/31/2023**
Service Delivery Date	12/31/2023
Invoice Deadline Date	2/29/2024

Service Provider Information	
Service Provider	CDW Government LLC
SPIN (498ID)	143005588

Consultant Information	
Consultant Name	
Consultant's Employer	
CRN	

Funding Commitment Decision Comments

FRN ECF2290010378 Line Item # 1 was for Equipment, taxes and recycling and was split to agree with the applicant documentation. The new FRN Line Item # for Taxes is line # 2 for the amount of $104,850.00. The new FRN Line Item # for Recycling is line # 3 for the amount of $12,000.00. The product or service remaining in the original FRN Line Item # is Equipment for the amount of $1,118,400.00.

Appendix A to Part 170—Award Term

I. Reporting Subawards and Executive Compensation

a. *Reporting of first-tier subawards.*

Applicability. Unless you are exempt as provided in paragraph d. of this award term, you must report each action that equals or exceeds $30,000 in Federal funds for a subaward to a non-Federal entity or Federal agency (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

i. The non-Federal entity or Federal agency must report each obligating action described in paragraph a.1. of this award term to http://www.fsrs.gov.

ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at *http://www.fsrs.gov specify.*

b. *Reporting total compensation of recipient executives for non-Federal entities.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

i. The total Federal funding authorized to date under this Federal award equals or exceeds $30,000 as defined in 2 CFR § 170.320;

ii. in the preceding fiscal year, you received—

(A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards), and

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and,

iii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

i. As part of your registration profile at https://www.sam.gov

ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier non-Federal entity subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards) and,

(B) $25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

ii. The public does not have access to information about the compensation of the executives through periodic reports filed under sections 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.§§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

i. To the recipient.

ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under $300,000, you are exempt from the requirements to report:

i. Subawards, and

ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. Federal Agency means a Federal agency as defined at 5 U.S.C. § 551(1) and further clarified by 5 U.S.C. 552(f).

2. Non-Federal entity means all of the following, as defined in 2 CFR part 25:

i. A Governmental organization, which is a State, local government, or Indian tribe;

ii. A foreign public entity;

iii. A domestic or foreign nonprofit organization; and

iv. A domestic or foreign for-profit organization

3. *Executive* means officers, managing partners, or any other employees in management positions.

4. *Subaward:*

i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).

iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

5. *Subrecipient* means a non-Federal entity or Federal agency that:

i. Receives a subaward from you (the recipient) under this award; and

ii. Is accountable to you for the use of the Federal funds provided by the subaward.

6. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)).

[2 CFR Part 170; 85 FR 49526, Aug. 13, 2020]

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 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 February 09, 2023.

Recommendation:
Staff recommends acceptance of these 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:
Recommend Approval

11.06
Agenda Placement

Meeting: February 09, 2023
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
February 9, 2023 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING.

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Child Nutrition Services Denisse Mendez	09/30/22- 09/30/25	County of Santa Clara Public Health Department	No Cost	Multi-Year Service Contract: This is an extension to original contract #215056 with the County of Santa Clara Public Health CalFresh Healthy Living Program which will provide nutrition and physical activity education, harvest of the month promotions and taste tests to students, staff, and parents. Funding: N/A
Human Resources Cesar Torrico	02/19/23- 12/31/28	California State University East Bay	No Cost	Multi-Year Service Contract: Provide placement of University Students for the Pupil Personnel Services Program through which University students enrolled in a credentialing program ("PPS Trainee") will gain experience in the public school setting. Funding: N/A

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez

Re: Extension of MOU with County of Santa Clara Public Health

Date: January 25, 2023

Description of services being provided:

Child Nutrition Services would like to extend agreement entered on October 2020 through September 2022 contract with County of Santa Clara Public Health to provide and support the delivery of nutrition education and nutrition related subject matter in order to promote healthy living and an active lifestyle to students, staff, and parents in the district.

Recommendation:

Staff recommends that the Board of Trustees approve the extension of the contract with County of Santa Clara County Public Health through September 30, 2025 at no cost.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: MY215056 Vendor No.: 11532 #9

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

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

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

PURCHASING
JAN 25 2023 PM2:06

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: County of Santa Clara Public Health Department

Address: 1775 Story Rd City: San Jose State: CA Zip: 95122

Phone: (408) 817-6874 Email:

SSN: Fed I.D. #: 946000533 (County of Santa Clara)

CONTRACT TERM: start dates September 30, 2022 end date September 30, 2025

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

Extension to original contract with County of Santa Clara Public Health CalFresh Healthy Living Program will provide nutrition and physical activity education, harvest of the month promotions and taste tests to students, staff, and parents.

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:** $0 per _____ Not to Exceed _____ of services.

____ b. **Other:** $0

Describe other related costs: No costs associated with MOU

BUDGET CODE: 130-5310-0-5815-00-0000-3700-000000-480-3700 _____ 1/25/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/18/23

Director of Fiscal Services: _____ Date: 1/25/23

Asst. Supt., of Business Services: _____ Date: 1/25/23

Superintendent: _____ Date: _____

DocuSign Envelope ID: F512801C-4AEE-49C1-BC6E-B349B1A7B187

FIRST AMENDMENT TO MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF SANTA CLARA AND ALUM ROCK SCHOOL DISTRICT FOR NUTRITION AND PHYSICAL ACTIVITY EDUCATION

This is the First Amendment to the Memorandum of Understanding (MOU), by and between the County of Santa Clara (County) and Alum Rock School District (District), effective as of March 18, 2021, to provide nutrition and physical activity education.

The MOU is amended as follows, effective upon execution:

1. Section 2, **Term of MOU**, is amended to provide that the MOU shall begin on March 18, 2021 and expire on September 30, 2025, unless terminated earlier in accordance with the terms of the MOU.

All other terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the original Agreement and this Amendment, this Amendment controls.

SIGNATURES

County of Santa Clara:

DocuSigned by:
Chanthavy Sivongxay
66FE20FA1926480...
11/8/2022

Chanthavy Sivongxay — Date
Senior Strategic Sourcing Officer

Alum Rock School District

Hilaria Bauer, PhD — Date
Superintendent

Approved as to Form and Legality:

DocuSigned by:
Jenny Lam
514DEC82B114494...
11/7/2022

Jenny S. Lam — Date
Deputy County Counsel

1/25/23

Denisse B. Mendez — Date
Director of Child Nutrition Services

Approved:

DS RM

DocuSigned by:
Sara H. Cody
65794E5D89A043A...
11/7/2022

Sara H. Cody, MD — Date
Health Officer and Director of Public Health

Approved:

DocuSigned by:
Tina Cordero
E73302B3F81D48E...
11/7/2022

Tina Cordero — Date
CSCHS Chief Fiscal Officer

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

PURCHASING
JAN 13 2023 PM2:30

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 18784

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**
☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: California State University East Bay

Address: 25800 Carlos Bee Blvd, AE 235 City: Hayward State: Ca Zip: 94542

Phone: (510) 885-2272 Email: sarah.arnett@csueastbay.edu

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 2-19-23 end date 12-31-28

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

Placement of University Students for Pupil Personnel Services Program through which University students entorlled in a credentialing program ("PPS Trainee") will gain experience in the public school setting.

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)

RECEIVED
JAN 13 2023
BUSINESS OFFICE

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $_____

Describe other related costs: NO COST

BUDGET CODE: 010-0000-0-5815-00-1110-1000-000000-600-7221 R 1/11/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 12-20-22
Director of Fiscal Services: _____ Date: 1/11/23
Asst. Supt., of Business Services: _____ Date: 1/11/23
Superintendent: _____ Date: _____

California State University East Bay
Memorandum of Understanding and Agreement
to Provide PPS Trainee Placements to University Students
for
School Counseling/School Psychology

This agreement is between the **Alum Rock Union Elementary School District** ("District") and the **California State University, East Bay** ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Pupil Personnel Services Program through which University students enrolled in a credentialing program ("PPS Trainee") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 5 years beginning **February 19, 2023** and ending **December 31, 2028**, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the PPS Trainees with supervised experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the PPS Trainee with at least two hours of face-to-face supervision per week for the duration of the Student Placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the PPS Trainee Program.
3. The District will maintain complete records and reports on each PPS Trainee's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the PPS Trainee Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a PPS Trainee, the District may terminate the PPS Trainee for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or

legal violations. University will cooperate with District in any investigation concerning the reported violation.

6. District shall, on any day when a PPS Trainee is receiving training at its facilities, arrange for the PPS Trainee to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care or other health care to any PPS Trainee.

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the PPS Trainee.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a PPS Trainee in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that PPS Trainees and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct PPS Trainees in state laws regarding child abuse reporting, sexual harassment and professional conduct.
6. University supervisors will conduct systematic and regular observations of PPS Trainees' performances in the District's classrooms.
7. University will be responsible for ensuring that PPS Trainees have appropriate insurance coverage.
8. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.

PPS TRAINEE RESPONSIBILITIES

1. Provide the District with the following documentation:
    a. a copy of the letter from the University assigning the student to the District.
    b. a background check fingerprint clearance report.
    c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a PPS Trainee.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a PPS Trainee.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No PPS Trainee will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the PPS Trainee program. The discussion, transmission, or narration in any form by PPS Trainees of any individually identifiable pupil information, educational, medical or otherwise, which is obtained in the course of the PPS Trainee program is forbidden except as a necessary part

of the practical PPS Trainee experience. Otherwise, PPS Trainees shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the PPS Trainee experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as PPS Trainees in District schools pursuant to this Agreement are doing so for educational purposes only, and PPS Trainees are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE & WORKERS' COMPENSATION

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than $1 million per loss and damage to property of others up to $5,000 per incident), with extended reporting period of three (3) years, covering PPS Trainees, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars ($5,000,000) per occurrence and Twenty-Five Million Dollars ($25,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be cancelled before the expiration thereof, notice will be delivered in accordance with the policy provisions. University also agrees to maintain statutory Workers' Compensation coverage on PPS Trainees, any individuals characterized as employees of University and instructors working at District pursuant to this Agreement at all times during the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least $5 million per claim per occurrence/ $25 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any PPS Trainee or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the PPS Trainee placement sites. University shall provide written notice to each PPS Trainee regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.

6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines orapplicable government directives are modified, changed or updated, the District will take steps tocomply with the modified, changed or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the University of that fact.

Signed by DISTRICT:	Signed by UNIVERSITY:
By: _____	By: DM Will-
Name: Dr. Hilaria Bauer	Name: Robert Williams
Title: Superintendent	Title: Dean, CEAS
Date: _____	Date: Jan 3, 2023
By: _____	By: Greg Jennings (Dec 20, 2022 15:17 PST)
Name: _____	Name: Greg Jennings
Title: _____	Title: Chair, Educational Psychology Dept.
Date: _____	Date: Dec 20, 2022

11.07

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: Current Enrollment.

Information Only

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

To the Board of Trustees: Meeting: February 9, 2023

Information Only Regular Board Meeting

11.07
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 Jan 27, 2023 4:00:59 PM

School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK
Adelante 1 K-8	3	16	52	56	62	56	56	48	53	33	50	**485**	0	485	2
Adelante 2 K-8	6	14	44	48	48	44	41	30	14	16	10	**315**	0	315	1
Aptitud K-8	9	10	25	45	48	45	57	56	54	45	39	**433**	9	442	1
Cassell ES	0	7	32	43	42	39	44	49	0	0	0	**256**	13	269	0
Chavez ES	4	9	20	0	0	0	0	0	0	0	0	**33**	0	33	19
Cureton ES	1	9	33	39	35	34	48	44	0	0	0	**243**	19	262	1
Dorsa ES	0	8	34	43	42	50	48	61	0	0	0	**286**	22	308	2
Hubbard K-8	6	10	40	42	50	41	51	63	49	53	57	**462**	4	466	4
Linda Vista ES	5	16	64	70	76	63	78	60	0	0	0	**432**	21	453	13
LUCHA ES	5	14	22	44	42	54	48	40	0	0	0	**269**	0	269	0
Lyndale ES	9	11	50	50	45	33	41	50	0	0	0	**289**	18	307	21
McCollam ES	13	18	47	59	61	69	61	65	0	0	0	**393**	34	427	0
Meyer ES	14	6	36	42	31	45	46	47	0	0	0	**267**	20	287	11
Painter ES	16	18	44	57	54	42	39	46	0	0	0	**316**	0	316	4
Russo McEntee ES	9	12	47	43	49	49	49	60	0	0	0	**318**	33	351	0
Ryan ES	7	18	27	36	40	52	40	51	0	0	0	**271**	15	286	2
San Antonio ES	11	10	34	40	53	67	71	68	0	0	0	**354**	9	363	2
George MS	0	0	0	0	0	0	0	0	126	115	142	**383**	0	383	0
Ocala MS	0	0	0	0	0	0	0	0	134	120	122	**376**	7	383	0
Renaissance 1 MS	0	0	0	0	0	0	0	0	108	121	128	**357**	12	369	0
Renaissance 2 MS	0	0	0	0	0	0	0	0	91	106	121	**318**	10	328	0
Sheppard MS	0	0	0	0	0	0	0	0	163	170	158	**491**	10	501	0
Home/Hosp	0	0	0	0	0	0	0	0	0	1	0	**1**	0	1	0
	118	**206**	**651**	**757**	**778**	**783**	**818**	**838**	**792**	**780**	**827**	**7348**	**256**	**7604**	**83**

Independent Study

as of Jan 27, 2023 4:00:59 PM

School	T4	TK	00	01	02	03	04	05	06	07	08	Total W/O SDC	SDC	Total W/ SDC	PK
Russo McEntee ES	0	0	3	2	4	10	8	6	0	0	0	**33**	4	37	0
Renaissance 2 MS	0	0	0	0	0	0	0	0	10	17	18	**45**	3	48	0
	0	**0**	**3**	**2**	**4**	**10**	**8**	**6**	**10**	**17**	**18**	**78**	**7**	**85**	**0**

TTL W/ SDC & PK
487
316
443
269
52
263
310
470
466
269
328
427
298
320
351
288
365
383
383
369
328
501
1
7687

TTL W/ SDC & PK
37
48
85

4:00:59 PM

11.08

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/February 9, 2023.**

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
11.08
Agenda Placement

Meeting: February 9, 2023
Regular Board Meeting
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CLASSIFIED PERSONNEL – February 9, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. Rios, Ricardo	Warehouse Worker I/Warehouse	01/09/2023
II.	**Change of Status:**		
	1. Espinoza, Maria D	Community Liaison & Paraeducator/LUCHA	12/16/2022
	2. Morataya, Frannco S	Landscape Maintenance Worker IV/M.O.T	12/12/2022
	3. Parden, Buddy	Maintenance Worker I/M.O.T	01/17/2023
III.	**Personal Leave of Absence:**		
	1. Holt, Jamie P	Paraeducator Special Education I/Linda Vista	01/30/23-01/30/24
IV.	**Termination-Probationary Period:**		
	1. Huerta, Jorge M	Head Custodian I/Dorsa	01/17/2023
V.	**Substitute Personnel:**		
	1. Alvaro, Michael	Substitute Clerical	01/20/2023
	2. Mata Soria, Tomasa	Substitute Custodian	12/15/2022
	3. Ramirez, Alithia	Substitute Clerical	01/12/2023
	4. Sanchez, Ana	Substitute Custodian	01/12/2023
	5. Serrano, Nikki	Substitute Clerical	12/12/2022
	6. Verduzco, Rocio	Substitute Custodian	12/15/2022
VI.	**Contracted Employee:**		
	1. Diaz, Rhianna	Spring League Athletic Director/Aptitud	02/10/23-05/23/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
February 9, 2023

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire-Substitute Teacher:

1. Ampie, Dorsa		01/09/2023
2. Beas, Natali		12/05/2023
3. Rosales, Ulises		01/09/2023

II. Substitute Residential Teacher Contracts:

1. Costa, Elizabeth		01/09/2023-01/27/2023

III. Employee Contract:

1. Diaz, Rhianna	Spring League Athletic Director/Aptitud Academy	02/10/2023-05/23/2023
2. Johnstone, Emily	Girls' Soccer/Sheppard Middle School	02/10/2023-03/31/2023
3. Kook, Jueun	Short-Term Student Counselor Services	01/20/2023-03/20/2023
4. Nguyen, Kenneth	Boys' Basketball 6-8th grade/Sheppard Middle School	02/10/2023-03/30/2023
5. Valdez, Nathaniel	Wrestling 6-8th grade/Ocala Steam Academy	10/05/2022-12/18/2022

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

11.09

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 Title: Assistant Superintendent of Business Services

To the Board of Trustees:

Recommend Approval

11.09

Agenda Placement

Meeting: February 09, 2023

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
February 09, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Ryan Yeny Rosales	2023/24 - 2027/28 SY	Westat, Inc.	No Cost	Multi-Year Service Contract: Westat is conducting its newest study called Early Childhood Longitudinal Study for the Kindergarten Class of the 2023-2024 SY (ECLS-K:2024). Families, students, teachers, and administrators will participate in surveys and assessments conducted by trained staff. Funding: N/A
Academic Services Jacqueline Montejano	02/10/23- 06/30/25	Silicon Valley Education Foundation	No Cost	Multi-Year Service Contract: Silicon Valley Education Foundation's School2Home will provide strategic, progressive implementation of core technology integration components for Joseph George, Adelante II, Renaissance at Fischer, and Renaissance at Mathson. Funding: N/A
Student Services Norma Flores	03/30/23- 03/30/23	School of Arts and Culture at Mexican Heritage Plaza	$2,172.50	Annual Cesar Chavez March and Assembly Celebration to be held at School of Arts and Culture-Mexican Heritage Plaza on March 30, 2023. Funding: General
State and Federal Sandra Garcia	02/10/23- 07/15/23	UnaMesa Association DBA: Inplay	$35,000.00	Provide ARUSD with a mobile registration service, professional data services, and set-up support to enroll priority students in the District's 2023 summer programs. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

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

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

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Westat, Inc.

Address: 160 Research Blvd. City: Rockville State: MD Zip: 20850

Phone: (301) 294-4414 Email: ElizabethBissett@westat.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates 2023-2024 SY end date 6/30/2028 (2027-2028 SY)

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

Westat is conducting its neweststudy called Early ChildhoodLongitudinal Study for KinderClass of 2023-2024 (ECLS-K:2024). Families, students,teachers and administrator will participate in surveys and assessments conducted by trained staff.

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

X a. **Fee Rate:** $ 0 per _____ Not to Exceed _____ of services.

____ b. **Other:** $ _____

Describe other related costs: Zero cost to ARUSD.

BUDGET CODE: _____ _____
Accountant Initials

060-3010-0-5815-00-1100-1000-000000-100-1190

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: Yeny Rosales Date: 01 / 30 / 2023

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

August 31, 2022

Hilaria Bauer, Superintendent
Alum Rock Union Elementary
2930 Gay Ave.
San Jose, CA 95127

Dear Superintendent Bauer:

The U.S. Department of Education is beginning its newest study of elementary-school-aged students called Early Childhood Longitudinal Study, Kindergarten Class of 2023-24 (ECLS-K:2024). **Some schools in your district have been selected to participate. I am writing to ask for your district's support of this national study and the selected schools' participation.**

Key details

- The ECLS-K:2024 begins in the 2023-24 school year. Participants will include children in kindergarten that year as well as their school administrators, teachers, and parents.
    - Activities will include one-on-one child assessments conducted by trained ECLS-K:2024 staff and web surveys completed by school administrators, teachers, and parents. The enclosed Study Overview provides more detail about what is involved for the participants.
- Study activities are currently planned to take place when sampled children are in kindergarten (fall 2023 and spring 2024), first grade (spring 2025), third grade (spring 2027), and fifth grade (spring 2029).
- If allowed by your district, these schools, as well as school staff, will be provided with monetary tokens of appreciation in recognition of the time spent participating in the study.
- The ECLS is conducted by the National Center for Education Statistics (NCES), within the U.S. Department of Education's Institute of Education Sciences (IES). We have partnered with Westat, a U.S.-based research organization, to carry out the study in participating schools.

Importance of participation

For more than 20 years, the ECLS program has helped educators, families, researchers, and policymakers improve children's educational experiences. The ECLS-K:2024 will be particularly meaningful, as it will provide insights into the experiences of children whose early lives were shaped by the COVID-19 pandemic.

While the study is voluntary, by permitting our staff to contact selected schools and encouraging those schools to participate, you will help ensure the data continue to be useful. The participation of selected schools is essential for ensuring the data accurately reflect the changing landscape of education for students in the United States.

Next steps

Study staff will be contacting you soon about the participation of selected schools in your district.

(over)

0602310

ECLS-K:2024 tokens of appreciation

If district policy permits, each school community will receive the following to recognize the time spent participating in the ECLS-K:2024:

- Each participating school will receive $300 at the conclusion of every spring phase of the study.
- School administrators will receive $25 during every spring phase of the study to thank them for completing a school administrator survey.
- School coordinators for the study will receive $65 in the fall of 2023. They will also receive $35 in the spring of 2024, as well as in each of the future spring phases.
- In each phase, teachers of sampled students will receive $20 for a survey they complete about themselves and $7 for each survey they complete for participating students.
- School administrators, school coordinators, and teachers will receive a Certificate of Contribution from the U.S. Department of Education.
- For schools that require explicit parent consent for children's participation, if we hear from all parents of selected children about whether their child can participate, even if parents decline, the study will also sponsor a food event (such as a pizza or ice cream party) at the school. In each phase, participating families will receive a pad of sticky notes with the U.S. Department of Education logo.

About the National Center for Education Statistics (NCES)

NCES was established in 1867 to collect and provide to Congress and the public information on the condition of the education system in the United States. NCES, part of the U.S. Department of Education's Institute of Education Sciences (IES), is the sole Federal statistical agency responsible for meeting Congressional mandates to collect, analyze, and report information on the condition of education in the United States.

NCES needs the support of all involved in the education process to complete the studies it conducts related to these mandates for information about education in the country as a whole. The longitudinal studies, including those in the ECLS program, collect nationally representative data from students and from their families, teachers, schools, and school systems. These data provide rich information that can be used to study how students' backgrounds and school experiences are related to education and life outcomes. The studies are comprehensive in approach, covering an expansive array of research and policy issues central to education.

NCES has produced some of the most widely used and cited longitudinal studies on education in the United States. NCES data are used not only by government agencies but also by policy institutes and researchers at leading universities from across the country. NCES also produces resources for teachers and families. For example, the nces.ed.gov/nceskids website is a resource for children to learn more about education in the United States and to play fun educational games.

All data collections conducted by NCES are reviewed and approved by the Federal Office of Management and Budget (OMB) to ensure minimal burden on the part of the public and to prevent duplicate data collections by multiple Federal agencies.

The ECLS-K:2024 is conducted by the National Center for Education Statistics (NCES), within the U.S. Department of Education's Institute of Education Sciences (IES). NCES is working with Westat, a U.S.-based research organization, to conduct this voluntary study.

The National Center for Education Statistics (NCES) is authorized to conduct the Early Childhood Longitudinal Study (ECLS) by the Education Sciences Reform Act of 2002 (ESRA 2002, 20 U.S.C. §9543). The data are being collected for NCES by Westat, a U.S.-based research organization. All of the information you provide may be used only for statistical purposes and may not be disclosed, or used, in identifiable form for any other purpose except as required by law (20 U.S.C. §9573 and 6 U.S.C. §151). The collected information will be combined across respondents to produce statistical reports.

The following school(s) in your district have been selected for the study using random statistical sampling procedures and would be contacted to discuss participation:

Thomas P. Ryan Elementary

More information about the ECLS-K:2024 is available on the NCES website, nces.ed.gov/ecls, as well as a website for study participants, MyECLS.ed.gov.

If you have questions or need assistance, please call 1-855-898-2018 or email ECLS@westat.com. You may also reach the ECLS Study Director, Jill McCarroll, at 202-304-2920 or jill.mccarroll@ed.gov.

Thank you for your time and for supporting this important national education research study.

Sincerely,



Peggy Carr
Commissioner

National Center for Education Statistics, Institute of Education Sciences
U.S. Department of Education

Request to Conduct Research in the Alum Rock Union Elementary

Research Summary

Background. Over its rich 20-year history, the ECLS program's studies have been important sources of data for researchers and policymakers to address key issues related to children's development and learning including literacy in the home; school support of families; the teaching of reading and mathematics; and the associations between physical exercise, childhood obesity, and well-being. Today's early care and education environment differs from that of the past in numerous ways. In recent years, changes at federal, state, school, family, and societal levels have affected student learning environments. The ECLS-K:2024 will be particularly meaningful, as it will provide important information about the experiences of children whose early lives were shaped by the COVID-19 pandemic. The early elementary school rounds of the ECLS-K:2024 offer an opportunity to learn about how families and schools respond to changes like developments in early education policy, technology & learning, demographic changes, and the pandemic.

Research Questions. Data from the ECLS-K:2024 will he used to explore how different factors—at home and at school—relate to children's development and learning over time. The participation of selected districts and schools allows us to answer the following types of questions:

- What knowledge and skills do children have when they start school?
- What educational activities do kindergartners do at home?
- How do educators help children transition into kindergarten?
- How well can kindergartners pay attention and control their behaviors?
- How well do kindergarten programs prepare children for later grades?

Sample Population and Design. To understand the questions posed, the ECLS-K:2024 will collect data on a nationally representative sample of approximately 20,000 children enrolled in about 1,000 kindergarten programs in the 2023-24 school year. The sample of children will be selected using a multi-stage probability design, based on geography, and school type (public and private). Within selected schools, children will be selected randomly with an oversample of students identifying as Asian, Native Hawaiian, or Other Pacific Islander (API). In Alum Rock Union Elementary, ECLS-K:2024 has selected Thomas P. Ryan Elementary for participation.

Study Design. To provide a complete picture of children's learning experiences throughout the elementary school experience, the ECLS-K:2024 includes 1) a child cognitive assessment, and 2) surveys of teachers, school administrators (spring only), and parents beginning in the selected child's kindergarten year. ECLS-K:2024 begins in kindergarten (Fall 2023/Spring 2024) with follow up data collection in 1st grade (Spring 2025), 3rd grade (Spring 2027), and 5th grade (Spring 2029).

Data Collection Procedures. Upon district and school approval for ECLS-K:2024 participation, in spring 2023, the ECLS-K:2024 team will ask the school administrator to recommend a school coordinator to facilitate ECLS-K:2024 participation. The recommended coordinator will be invited to join an initial call to explain the coordinator role and schedule a fall school visit. In early fall 2023, the ECLS-K:2024 team will request kindergarten roster data from the school coordinator to select students for participation in the

ECLS-K:2024. Once students are selected, the ECLS-K:2024 team will confirm school information and send welcome packets to the school coordinator for distribution to teachers/parents of selected students. Through welcome packets and emails from the school coordinator, teachers/parents will be invited to participate in the ECLS-K:2024. The welcome packets include credentials for teachers, parents, and school administrators to complete their surveys online through the secure MyECLS website. Parents can also use the secure MyECLS website to provide consent for their selected kindergarten student(s) to participate in the ECLS-K:2024. The ECLS-K:2024 team can also assist with paper consent forms, if necessary.

In fall 2023 (and spring 2024), the ECLS-K:2024 team will visit each school to conduct child cognitive assessments. Each school visit is expected to take 2 to 3 days, depending on the space available in the school and the number of children with consent to participate. ECLS-K:2024 staff will work with school staff to determine the most efficient and least disruptive procedures for the school visit days. ECLS-K:2024 staff have experience working in schools and understand the challenges your staff face on a daily basis. We recognize that these challenges have increased due to the COVID-19 pandemic. Our staff will do everything they can to limit the burden on your teachers and students.

To facilitate the school visits, the ECLS-K:2024 team will ask the school coordinator recommended by the administrator to provide logistical support for the school visits (e.g., determine dates and space for the school visits) and to provide information on selected children and their teachers (e.g., accommodations required, classrooms where children will be during the school visits).

Instruments. The ECLS-K:2024 includes 1) a child cognitive assessment, 2) a child height/weight assessment, and 3) surveys of teachers, school administrators (spring only), and parents beginning in the selected child's kindergarten year.

Child Cognitive Assessment. As part of the ECLS-K:2024, children will answer age-appropriate math, reading, and memory-related questions in a one-on-one session with a trained ECLS-K:2024 team member with experience working with children in a school environment (e.g., former teachers and school administrators). Each session is expected to take approximately 60 minutes. The team member will read and show illustrated tasks and questions to the children, who can respond verbally or by pointing to answers. Children can skip any question they do not know or wish to answer.

The assessment, designed by Educational Testing Service (ETS) consists of a colorful, pictorial easel with assessment items for the assessor to read to the child and a laptop application where the assessor records the child's responses. The ECLS direct child assessment has been adapted from several copyrighted assessment batteries. Therefore, individual items from the direct child assessment are not available for review. However, sample items are included for your review. Most of the items to be used in the ECLS-K:2024 were drawn from the ECLS-K and the ECLS-K:2011. For detailed descriptions of those items, which are highly similar in scope and procedures, please see the complete psychometric reports, located at http://nces.ed.gov/ecls/index.asp. These items have been used in previous assessments and have proven to be reliable.

Teacher surveys. Each kindergarten teacher in the selected school will be asked to complete self-administered web surveys in fall 2023 and spring 2024. The teacher-level survey includes questions about the class and teacher, including classroom and student body characteristics, class schedules, class materials, instructional practices, teacher's background, teaching experience, and attitudes about

teaching and school climate. The kindergarten teacher survey is estimated to take 16 to 27 minutes to complete.

The primary teacher of each selected child will also be asked to complete a child-level survey for each sampled child that they teach in fall 2023 and spring 2024. The primary teacher is the teacher who would be considered the child's regular classroom teacher, with whom they spend the most time. The child-level teacher survey includes questions about each study child: academic and cognitive abilities, behaviors, social skills, program placements, and special services. The child-level survey is estimated to take 16 minutes to complete per selected child.

Special education teachers or related services providers of selected children with an Individual Education Program (IEP) on file at the school will be asked to complete a self-administered web survey in spring 2024. The first special education survey (teacher-level) includes questions about teacher background, training, and school assignment and is estimated to take 18 minutes to complete. The second special education survey (child-level) has questions about the study child who has an IEP, including items about child characteristics, and services the child receives and is estimated to take 7 minutes to complete per selected child.

School administrator surveys. The school administrator and/or his or her designee in the participating school will be asked to complete a web-based school administrator survey in spring 2024. This instrument includes questions about the school setting, policies, programs, practices at the school and in kindergarten, and background questions about the school administrator and teaching staff. The school administrator survey is estimated to take 45 minutes to complete.

Parent surveys. Parents/guardians of selected children will be asked to complete a self-administered, web survey in fall 2023 and spring 2024. The parent surveys include questions about parent involvement in school, kindergarten selection and choice, early care and education, children's behaviors, child health, parent's health and well-being, family structure, languages spoken in the home, home environment, social support, marital history, nonresident parents, food security, parent education, parent employment, welfare and other public transfers, and household income. The parent survey is estimated to take 45 minutes to complete.

Benefits. The ECLS-K:2024 provides the opportunity to contribute to research that can help your district, school, teachers, and students, as well as the broader educational community. Educators and policymakers can use the results of the ECLS to make informed decisions about how to improve early childhood education for future generations. Using ECLS data collected over the past 20 years, your schools and teachers can learn more about how curriculum, instructional practices, resources, school climate, and other factors relate to children's math and reading achievement over time. Having a better understanding of children's skills and abilities can help your teachers improve classroom activities and better meet children's needs. By completing the web surveys, your school staff help ensure that the ECLS can provide a more complete picture of what our country's elementary–aged children know and can do as they enter school. Your students' families can learn more about how family activities and parent involvement in schooling relate to children's school readiness, social and emotional development, and more.

Schools and school staff receive monetary and non-monetary incentives for their participation, if allowed by the district. Schools will receive $300 in the form of a check at the conclusion of data

collection in spring 2024. Each school is asked to identify a study liaison to serve as the primary contact for ECLS staff; this liaison will receive $65 in his or her welcome packet in early fall 2023, and $35 with his or her welcome packet in spring 2024. Kindergarten teachers will receive $20 in their welcome packet in fall 2023 and spring 2024. Teachers with students selected for ECLS participation will also receive an additional $7 per child that they teach to complete individual child surveys. The school administrator will receive $25 in his or her welcome package in spring 2024. Schools and school staff will receive a certificate recognizing their contributions to this research. Participating children will receive a pencil and their parents will receive a pad of sticky notes.

Most importantly, children enjoy participating in the ECLS activities. The format of the ECLS child activities is different from other assessments. Rather than just another pencil and paper test, children indicate their responses by talking and pointing to colorful pictures on easels. Children participate individually with a trained ECLS team member and enjoy the opportunity for one-on-one attention.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

- [✓] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [ ] Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Silicon Valley Education Foundation

Address: 1400 Parkmoor Ave Ste. 200 City: San Jose State: CA Zip: 95126

Phone: (408) 790-9481 Email: vy@svefoundation.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates February 10, 2023 end date June 30, 2025

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

Silicon Valley Education Foundation's School2Home will provide strategic, progressive implementation of core technology integration components for Joseph George, Adelante II, Renaissance at Fischer, and Renaissance at Mathson.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

__X__ b. **Other:** $Zero cost

Describe other related costs: Site tech team members will be granted stipends at no cost to ARUSD.

BUDGET CODE: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-5310 LCAP 3.7 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 1/24/2023

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

SV [e]F | SILICON VALLEY education FOUNDATION

School2Home

PARTNERSHIP AGREEMENT

Silicon Valley Education Foundation

Alum Rock Union School District

This School2Home Partnership Agreement is made and entered into by and between these Partners: Silicon Valley Education Foundation, which is leading and managing implementation of School2Home in Silicon Valley on behalf of the California Emerging Technology Fund, non-profit public benefit corporation, which sponsors the School2Home program statewide; and Alum Rock Union School District. The goal of School2Home is to close both the Achievement Gap and the Digital Divide in California. This School2Home Partnership Agreement shall cover the period beginning February 10, 2023 and ending June 30, 2025.

RECITALS

WHEREAS, the Silicon Valley Education Foundation (SVEF) serves students farthest from access and opportunity to deliver and advocate for STEM education that inspires students to succeed in college and careers; and SVEF has a legacy of providing proven STEM programs, leading the way as an education innovator, and being profoundly committed to empowering students to graduate high school career and college ready. And, WHEREAS, SVEF embraces a vision that every student becomes a successful and productive adult, and has implemented School2Home in San José and Silicon Valley over the last 2 years; and

WEREAS, the California Emerging Technology Fund (CETF) has a mission to close the Digital Divide in California and is committed to empowering residents in disadvantaged neighborhoods to use broadband (a generic term for high-speed Internet service) and other information technologies to transform their lives, beginning with students and their parents in low-performing schools; and, thus, CETF has developed School2Home as a comprehensive program to close both the Achievement Gap and Digital Divide that integrates computing and broadband technologies into the teaching and learning processes with an intense focus on parent engagement and education. And, WHEREAS, CETF negotiated a Memorandum of Understanding (MOU) with T-Mobile USA, Inc. (T-Mobile) as a public benefit in the acquisition of Sprint Corporation, which provides funding for up to 25,000 students in selected Partner School Districts throughout California to participate in School2Home, and, further, CETF and SVEF have entered into an Agreement for CETF to provide $2,500,000 to SVEF over 3 years to implement School2Home for 5,000 students in Partner School Districts in San José and Silicon Valley; and

WHEREAS, Alum Rock Union School District (District) is committed to improved student academic performance in all schools with delineated strategies and programs for innovative pedagogy, and supports the use of computing and broadband technologies to achieve that goal.

AGREEMENT

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Partners agree to plan and implement collaboratively School2Home, inclusive of all 10 Core Components (as set forth in Article I), in participating Partner Schools (Middle Schools or Schools with middle grades). It is intended that the Partners will reach mutual agreement on the selection of participating Partner Schools. The Partners also agree to explore jointly and work together to determine how computing and broadband technologies can further be integrated into the teaching and learning in all District Schools to improve academic performance for all students in all grades.

I. DESCRIPTION OF SCHOOL2HOME 10 CORE COMPONENTS

School2Home is a statewide cost-effective initiative to close both the Achievement Gap and the Digital Divide by integrating computing and broadband technologies into the teaching and learning in Title 1 middle schools in California that need to improve academic and non-academic student outcomes with an intense focus on parent engagement and education. School2Home provides the essential framework anchored in best practices to turn around Title I schools and the requisite platform to support California standards, innovative pedagogy, or other programs focused on improving academic achievement. School2Home supports school district officials, administrators, principals, teachers, parents, and community leaders who are committed to improving the academic performance for all students and ensuring they have the essential skills to succeed in a digital economy. The following are the School2Home 10 Core Components:

- Planning, Assessment, and School Leadership: A School Leadership Team is formed in each school to develop action plans and oversee implementation of School2Home.
- Technology Bundles for Students and Teachers: All participating teachers and students receive a computing device to use in the classroom and at home with their families.
- Teacher Professional Development: Teachers receive professional development on integrating technology into classroom instruction and homework, and using technology to engage parents and sustain their involvement in education.
- Teacher Coaching and Mentoring: Schools receive guidance on how they can provide technology coaches and subject-focused champions are designated and supported to provide embedded professional development to their peers.
- Parent Engagement and Education: Parents receive training on basic digital literacy, online safety, communicating with their school, and supporting their child's education.
- Student Tech Expert Development: Students are recruited and trained to help provide basic technical support to other students, teachers, and families at the school.
- Online Resources: The School2Home website provides support and assistance to teachers for lesson preparation and to parents to engage with schools and acquire digital skills.
- Learning Academies: Principals and teachers participate in workshops and online learning communities to share best practices and learn from one another.

- Affordable Home Internet Access: Information about affordable home Internet service offers and availability of public broadband access centers is shared with parents.
- Evaluation: A comprehensive annual evaluation provides feedback for accountability and input to program managers for continuous improvement of School2Home.

II. DESCRIPTION OF RESPONSIBILITIES AND SERVICES

A. Responsibilities of the Silicon Valley Education Foundation

The Silicon Valley Education Foundation (SVEF) shall oversee implementation of School2Home by coordinating the actions of the Partners under this Partnership Agreement. The SVEF President and CEO shall meet with District Officials and Administrators at least once annually to ensure the implementation is in alignment with District goals and strategic initiatives and review progress in implementing the School Work Plans, discuss and resolve issues, and determine commitments for subsequent years. SVEF agrees to provide the following support and services as part of this responsibility for the District and Schools implementing School2Home.

1. ***Assessment, Planning and School Leadership:*** The SVEF President and CEO and School2Home Program Director shall meet with District Officials and Administrators to reach agreement on responsibilities and funding for implementation of the Partnership Agreement which shall provide a foundation for development annually of a Partnership Framework and Work Plan for each School. SVEF shall assign a School2Home Program Manager to serve as the primary interface and point of contact for District officials and the School Leadership Teams. SVEF shall provide planning tools, materials and templates to facilitate readiness at each School and preparation of annual Frameworks and Work Plans that will integrate School2Home into existing District and School academic improvement plans. The School2Home Program Manager shall meet regularly with the School Leadership Teams, help prepare the agenda, and monitor progress weekly.

2. ***Technology Bundles for Students and Teachers***: SVEF, if requested, will provide input to the District on the selection of an appropriate computing device(s) for the Schools and configuration of software and tools that allow students to fully benefit from a digital learning environment as well as recommendations on how Schools can manage devices effectively to minimize damage. Students shall be allowed to take home their computing device after a parent or another adult in the child's life has attended the agreed-upon number of training sessions and/or hours of the Parent Engagement and Education as specified in the Work Plans.

3. ***Teacher Professional Development***: SVEF staff shall work with District Administrators to develop and provide Professional Development (PD) instruction for teachers and participating staff for skills in 8 modules in up to 24 hours and ensure integration into existing School improvement plans and teaching practices. To the extent possible, SVEF will train personnel identified by the District or School to deliver the PD and compensate assigned personnel to develop District and School capacity. The objectives of the instruction are to help teachers design and integrate

technology into their classroom instruction, homework assignments, and engagement of parents in their child's learning. SVEF will work with the School Leadership Teams to ensure that the PD and/or proficiency equivalencies are integrated into existing plans and programs. If a teacher is unable to complete the full course of instruction, the SVEF Program Manager will work with the School to provide instruction to a substitute or replacement teacher.

4. ***Teacher Coaching and Mentoring:*** SVEF will work with District Administrators and School Principals to plan and implement the Teacher Coaching and Mentoring Core Component. SVEF will provide guidance on how this support should be provided by leveraging existing out-of-classroom District and/or School personnel and department leaders where appropriate. SVEF also will provide hands-on support to the Coach who will report to and be supervised by the Principal, but also will coordinate activities with the District and the School2Home Program Manager. The Coach also will provide guidance and materials for members of the faculty designated as School2Home Champions who will help to advance the successful integration of technology into their respective grade level.

5. ***Parent Engagement and Education*:** SVEF will work with School Leadership Teams to determine the most appropriate model and schedule to provide parent training using School2Home curricula and materials (generally planned for up to 6 hours in 3 sessions of 2 hours each, but which may be modified through mutual agreement by the Partners using functionality assessments to achieve the equivalency of the objectives). The training shall be provided to at least 1 parent or guardian of each student who receives a computing device for School2Home. Parent training will include: (a) basic digital literacy skills, including computing device operations, Internet navigation and online safety; (b) communications and engagement with the school and teachers, including access to the online Learning Management System in order to monitor homework assignments and grades; and (c) technology use to assist families in their daily lives, including digital citizenship, access to workforce training and employment opportunities, and health information. SVEF will plan, support and facilitate (to the extent requested by the District) a process to "train the trainers" (teachers, parent coordinators, other personnel, and/or volunteers recruited and supported by the Schools) to build capacity at the District and Schools. SVEF will provide guidance and resources on how to enhance the overall level of meaningful parent engagement during the school year.

6. ***Student Tech Expert Development:*** SVEF will work with District Administrators and School Leadership Teams to develop an engaging Student Tech Expert Core Component that may be offered as an after-school option or an elective course, including assessing existing options for a student-centered research-based solutions for school-wide technology integration program as an additional support to teachers and a program to help students learn lifelong technology and leadership skills.

7. ***Online Resources:*** SVEF shall inform Partners about the CETF School2Home website which has a substantive collection of resources consisting of sample teacher and parent training materials as well as other useful resources for implementation. They are available online to serve School leaders, teachers, students, and parents. The function of the website is to provide additional

resources for teachers to integrate the use of technology into lessons and homework assignments that also reinforces the connections between the school and home learning environments.

8. ***Learning Academies:*** SVEF will facilitate "learning communities" among the Partner Districts and School Leadership Teams to share experiences, address common challenges, encourage peer coaching, and foster accountability to one another. The Learning Academies will include: (a) Leadership Academy for the Principal and 2 other members of each School Leadership Team and interested District administrators, which is convened annually; and (b) other Learning Academies as determined to be helpful to support the School Leadership Teams.
9. ***Affordable Home Internet Access***: SVEF, with support from CETF, shall provide information to parents about available affordable home Internet service offers, including the federal Affordable Connectivity Program (ACP) and assist households in enrolling. SVEF and CETF also shall work with T-Mobile and District Administrators to allocate at least 5,000 hotspots to students participating in School2Home that are being made available by T-Mobile as a result of a public benefit commitment in the MOU with CETF. As a result of the CETF-T-Mobile MOU, students receiving the T-Mobile hotspots shall receive free service for up to 5 years.

10. ***Evaluation:*** SVEF shall review the School2Home Evaluation Plan with District Administrators and the School Leadership Teams to ensure clarity about the methodology, data to be collected, and process for collection. Evaluation methodologies shall include: interviews of the Principal and other key members of the School Leadership Teams; classroom observations; surveys of teachers, students, and parents; analysis of the results of standardized District and State tests; and input from District Administrators. SVEF and CETF will accommodate, if feasible and affordable, additional elements proposed by School Leadership Teams. SVEF will work with Schools to support and assist in the distribution and collection of surveys from teachers, students, and parents. CETF shall engage an independent evaluator to interpret survey results and analyze school and student academic performance data for each participating School consistent with the School2Home Evaluation Plan. Each School will be evaluated in comparison to its own performance over time and to a selected cohort not participating in the program. The Evaluation Report will summarize performance results and analysis of the Schools individually and collectively.

It is the intent of SVEF and CETF to develop a methodology for following students and their academic performance longitudinally through High School. SVEF and CETF will work with District Administrators and the School Leadership Teams to determine the feasibility and process for implementing this element of the Evaluation Plan.

B. **Responsibilities of Alum Rock Union School District**

The District, in coordination and collaboration with the School Leadership Teams, agrees to participate actively and sincerely in planning and implementing School2Home, and to ensure appropriate Partner School personnel, especially the School Leadership Teams, likewise participate. District Officials and Administrators shall meet with the SVEF President and CEO and

School2Home Program Director at least annually to ensure the implementation advances District priorities and leverages other relevant initiatives. The District and School Leadership Teams agree to provide the following support and services as part of this responsibility for School2Home:

1. ***Assessment, Planning and School Leadership:*** The District shall help identify and recruit Partner Schools and establish School Leadership Teams at each School to work with SVEF to plan and develop annually a Partnership Framework and detailed Work Plans for each School for implementation of School2Home. The School Leadership Teams shall be led by the Principal and include other key personnel vital to successfully implement School2Home. The Principal shall delineate the process and designate the member of the School Leadership Team to work with the School2Home Program Manager to prepare agendas and other materials for the meetings of the School Leadership Teams, which shall include at least one monthly meeting with the Principal. The School Leadership Teams shall oversee, guide, and adjust implementation of the Work Plans as necessary to ensure success. District Administrators shall advise on integration of other District academic improvement initiatives into implementation of the School2Home Core Components.

2. ***Technology Bundles for Students and Teachers*****:** The District shall work with each Partner School to ensure every student and teacher participating in School2Home has an appropriate computing device with requisite software to be used in the classroom and taken home for learning assignments and family participation in School and District services and activities. If necessary, the District and School shall select and purchase appropriate computing device(s) and install the requisite software. The District and/or Schools shall be responsible for managing all tasks related to the technology bundles and shall assign personnel to: inventory; distribute; monitor classroom use; authorize home use; repair and replace when needed; collect at the end of the school year; verify usable condition; and store securely. The District shall ensure adequate technological and bandwidth capabilities at the Schools to support the technology. The District, in consultation with SVEF, shall develop and adopt policies and procedures regarding responsibility for proper use and risk of damage or loss of the computing devices for teachers, students and parents. The District, in consultation with SVEF, shall develop a policy and process for disposition of devices when students graduate from the School. The District shall work with the Schools to replace devices as needed to sustain the use of technology in teaching, learning and parent engagement.

3. ***Teacher Professional Development:*** The District and School Leadership Teams shall plan to implement School2Home Professional Development (PD) in a manner that best coordinates, complements, and sequences the content with existing District and School PD. School2Home PD includes 8 modules which are planned generally for up to 24 hours of instruction that may be accomplished through agreement with SVEF to provide the functional equivalency with verification of skills proficiency, including individualized and/or self-paced based on teachers' existing skills while retaining a sufficient number of group sessions to foster a teacher "learning community" and peer accountability. It is the intent of the Partners that all teachers participate in the School2Home PD with the commitment to achieve completion by at least 90% of all teachers. The District and/or Schools shall pay for the teacher release time for PD and shall arrange for and cover the costs for

use of the School facilities for PD. The District and School Leadership Teams shall ensure that all teachers complete self-assessments and surveys annually for the Evaluation Core Component to achieve responses from at least 90% of the teachers.

4. ***Teacher Coaching and Mentoring:*** The District and School Leadership Teams shall work with SVEF to plan and implement the Teacher Coaching and Mentoring Component to provide "embedded and ongoing" support and guidance to teachers and administrators to integrate the use of technology into teaching and learning. The primary functions of the Coach are to assist teachers: (1) design technology-enhanced learning environments and experiences; (2) integrate technology into the teaching and learning environments at school and at home in their respective subject area; (3) recruit and prepare subject-area Champions; and (4) increase parent communications and engagement through the use of the technology. SVEF and CETF shall provide a description of the roles and responsibilities of the Coach which may be tailored by mutual agreement of the Partners to reflect School needs and/or the availability of funding for the coaching function, which may be filled by existing out-of-classroom District personnel.

5. ***Parent Engagement and Education:*** The District and School Leadership Teams shall promote Parent Engagement and Education as a key strategy for improving academic performance and an integral Core Component of School2Home. Parent training generally is planned for up to 6 hours in 3 sessions of 2 hours each, which may be modified through mutual agreement by the Partners using functionality assessments to achieve the equivalency of the objectives. Parent trainings also may be delivered online. Each School may suggest modifications to the content and delivery methodology. Each parent or guardian must complete the required number of training hours and modules for the student to be allowed to take home the computing device. With mutual agreement of the Partners, a computing device may be taken home before completion of the parent training if it is being used as a substitute for textbooks and/or is needed for homework assignments from the classroom or parent training. However, home use of the computer may be rescinded if the parent or guardian doesn't complete the training. The District and the School Leadership Teams shall ensure that the parents or guardians of 80% of the students complete the agreed-upon training sessions and participate in the Evaluation Core Component surveys.

6. ***Student Tech Expert Development:*** The District and School Leadership Teams shall work with SVEF to determine a preferred approach to establish and support the Student Tech Expert Development Core Component as additional support to teachers and help to students in learning technology and leadership skills. The Student Tech Expert Core Component may be offered as an after-school option or an elective course, including assessing existing options for student-centered research-based solutions for school-wide technology integration program.

7. ***Online Resources:*** The District and School Leadership Teams shall encourage teachers to use and contribute to improving and expanding online resources on the School2Home website and shall inform teachers, parents, and students about the resources. School Leadership Teams shall designate a person to develop School-specific information for the School2Home website. The

Coach will assist teachers in using online resources and will identify appropriate resources and sample lessons for teachers to share and post on the website.

8. ***Learning Academies:*** The District and School Leadership Teams shall coordinate with SVEF to help plan and participate in the Learning Academies as described herein and shall ensure that the Principal and at least 2 other members of the School Leadership Teams attend the annual Leadership Academy. The District and School Leadership Teams shall ensure participation in other Learning Academies determined mutually to be appropriate by the Partners, which may include an on-site Teachers Academy and/or a year-end celebration). District Administrators and Officials may attend Learning Academies to identify promising practices that can be shared with Schools not participating in School2Home. School Leadership Team shall be allowed as feasible to participate in other off-site planning sessions and meetings with other Partner Schools.

9. ***Affordable Home Internet Access:*** The District and the School Leadership Teams shall review information about available affordable home Internet service offers, including ACP, and provide feedback on materials to be distributed to parents. The District shall work with SVEF to develop and implement a plan to distribute T-Mobile hotspots to students participating in School2Home.

10. ***Evaluation:*** The District and School Leadership Teams shall engage actively with SVEF and CETF to review periodically and update the School2Home Evaluation Plan. The District and School Leadership Teams shall ensure full participation by teachers, students and parents in completing pre-and-post surveys as delineated in the Evaluation Plan with the goal of 90% participation by teachers and no less than 70% participation by students and parents in the Evaluation surveys at the end of the school year. District Administrators and the Principal shall meet with the independent evaluator to provide feedback and input to improve School2Home going forward.

III. RESOURCES AND FUNDING SHARE OF RESPONSIBILITY FOR SCHOOL2HOME

It is the intent of the Partners, the District and Silicon Valley Education Foundation (SVEF), that School2Home will be implemented for selected Partner Schools over a period not to exceed 3 full school years for each School, which will require ongoing cooperation and collaboration among the Partners. The Partners jointly shall develop an annual budget for implementation of School2Home consistent with the commitments herein. It is the shared objective of the Partners to implement School2Home in the most cost-effective manner without impairing the functional design of the 10 Core Components or compromising the integrity of the program. The general approach to "share of responsibilities" and contribution of resources and funding by each Partner is set forth below and summarized in the Partnership Frameworks.

Partner Responsible for School2Home Core Component Funding

Core Component	Responsible Partner
Assessment, Planning, and School Leadership	SVEF
Technology Bundles and Computing Devices	SVEF and District and/or School

Teacher Professional Development	SVEF and District and/or School
Teacher Coaching and Mentoring	SVEF
Parent Engagement and Education	SVEF
Student Tech Expert Development	SVEF
Online Resources	SVEF and CETF
Learning Academies	SVEF
Affordable Home Internet Access	SVEF
Evaluation	SVEF

A. **Resources and Funding Contributed by Silicon Valley Education Foundation**

The Silicon Valley Education Foundation (SVEF) shall contribute up to $15,500 to implement School2Home for the assigned Core Components in Article III at the Partner Schools selected by the District during the following school years: 2022-2023; 2023-2024; and 2024-2025. SVEF and CETF also shall provide input to assist the District integrate computing and Internet technologies into teaching and learning for all students in all grades and Schools. SVEF and the District jointly shall determine the appropriate amount, cost and funding for District program oversight and coordination required for effective implementation and shall seek additional resources as needed for full implementation of School2Home in all District Schools.

B. **Resources and Funding Contributed by Alum Rock Union School District:**

The District and Partner Schools shall implement the Core Components assigned in Article III and fund release time for teacher and other personnel to implement School2Home as set forth in Article II. The District also shall be responsible for ensuring sufficient high-speed Internet infrastructure at Partner Schools to implement School2Home.

IV. TERMS AND TERMINATION

A. The term of this Partnership Agreement shall be February 10, 2023 and ending June 30, 2025. The Partners shall perform their obligations under this Partnership Agreement in a manner consistent with the orderly progress and sequence of work leading to a satisfactory completion. All services and materials due to the District and Partner Schools from SVEF must be rendered and received by the end of the term.

B. Time is of the essence with respect to all provisions of this Partnership Agreement.

C. SVEF reserves the right to terminate this Partnership Agreement at any time and to withhold, suspend or cancel any scheduled services or funding if SVEF determines, in its sole discretion, that

the District and/or Partner Schools are not in compliance with the terms set forth in this Partnership Agreement. In the event that SVEF terminates this Partnership Agreement as provided herein, the District and the Schools shall return all unused or uncommitted funds (in the form of purchase orders, contracts or other written agreements to third parties) to SVEF within a reasonable time period specified by SVEF upon termination. Without limiting the foregoing or creating any right for the District or Partner Schools to contest the SVEF determination, SVEF agrees to advise District and Partner Schools of the reason for any termination.

D. This Partnership Agreement may be terminated by the District without cause upon 30 days written notice to SVEF. In the event of a termination without cause, the District shall reimburse SVEF for expenses incurred or committed (in the form of purchase orders, contracts or other written agreements to third parties) as supported by documentary evidence up until the date the termination is effective.

E. This Partnership Agreement may be terminated by the District upon 30 days written notice to SVEF if the District should decide to abandon or indefinitely postpone its participation in the School2Home program described in this Partnership Agreement. In the event of a termination based upon abandonment or postponement by the District, the District shall pay SVEF for all services performed and all expenses incurred under this Partnership Agreement supported by documentary evidence up until the date of the abandonment or postponement.

F. This Partnership Agreement may be terminated by the District immediately and without notice to SVEF in the event of a substantial failure of performance, including insolvency of SVEF or upon the District discovery of SVEF violation of any term, condition or provision of this Partnership Agreement on the part of SVEF.

G. In ascertaining the services actually rendered hereunder up to the date of termination of this Partnership Agreement, consideration shall be given to both completed work and work in process of completion and to both complete and incomplete documents whether delivered to the District or in the possession of SVEF.

H. If, after the notice of termination for substantial failure of performance, it is determined that SVEF has not failed, the termination shall be deemed to have been effected for the convenience of the District subject to Article IV (E).

I. SVEF shall not be entitled to anticipatory, lost profits or consequential damages as a result of termination under this Article. The rights and remedies of the District provided in this Article are in addition to any other rights and remedies provided by law or under this Partnership Agreement.

J. The District shall acknowledge SVEF and CETF as Partners in the implementation of School2Home in all materials, reports, media releases, and public events about the program.

K. In the event of a dispute between the Partners as to performance of the work or the interpretation of this Partnership Agreement, or payment or nonpayment for work performed or not performed, the Partners shall attempt to resolve the dispute. Pending resolution of any dispute, the Partners agree they will neither rescind the Partnership Agreement nor stop the progress of the work, and shall in good faith attempt to resolve the dispute in the manner set forth below in Article IV (L).

L. Open communication and cooperation of the Partners is vital to the success of the work described in this Partnership Agreement and to the settlement of disputes if they arise. The Partners agree to make a good faith effort to resolve informally any and all differences arising between them in the interpretation or performance of this Partnership Agreement. If a dispute persists, any party may suggest an executive meeting for review and resolution. The Partner suggesting the meeting should identify the issues in dispute and coordinate an in-person meeting to review the issues and solution options. The executive officer for each Partner who has full authority to discuss the issues and commit to effective solutions shall attend and participate in the meeting. Those persons with first-hand knowledge of the issues shall be available for the meeting. No dispute under this Partnership Agreement shall be subject to litigation proceedings prior to completing the meeting described herein, except for an action to seek injunctive relief.

V. AVAILABILITY OF FUNDS

As set forth in Articles II and III, the services delineated in this Partnership Agreement shall be provided and supported by the Partners with funds eligible to be used for the specified purposes and shall be made available in a timely manner to implement the program.

VI. OWNERSHIP

A. SVEF shall comply with the provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g ("FERPA") in all respects to this Partnership Agreement. SVEF and CETF will use data collected and shared under this Partnership Agreement for no purpose other than research authorized under §99.31 (6)(a) of Title 34, Code of Federal Regulations. Nothing in this Partnership Agreement may be construed to allow any Partner to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation. In particular, SVEF and CETF shall not disclose any data contained or obtained under this Partnership Agreement in a manner that could identify any individual student or student's parent(s)/guardian(s), per 34 CFR §99.31 (a)(6)(ii)(A), except as authorized by FERPA.

B. The entire right, title and interest in and to any invention, paper, report, document, image, curriculum or other material that is conceived, reduced to practice, created or developed by SVEF, CETF, and the District through performance taken pursuant to this Partnership Agreement ("work

product") shall be the joint property of SVEF, CETF and the District. Other than work product, it is recognized and understood that CETF owns the entire copyright and intellectual property interest in all the inventions, materials and technologies of School2Home that were conceived, reduced to practice, created or developed prior to execution of this Partnership Agreement ("existing work product"). CETF ownership rights in the existing work product are not affected by this Partnership Agreement and no Partner shall have any claims to or rights in any existing work product.

C. Except as provided in Article VI (B), nothing in this Partnership Agreement shall be construed as granting to the District or its agents any license, for any purpose, under any patent, copyright or other intellectual property rights of SVEF or CETF.

D. SVEF and CETF shall obtain prior written permission from the District before using the name, symbols and/or marks of the Partners in any form of publicity in connection with the work performed under this Partnership Agreement. The District and Partner Schools shall obtain prior written permission from SVEF and CETF before using the name, symbols and/or marks of SVEF or CETF in any form of publicity in connection with the work performed under this Partnership Agreement. This shall not include legally-required disclosure by the Partners of the existence of the Partnership Agreement. Partners' use of the name, symbols and/or marks of SVEF or CETF shall be limited to identification of SVEF or CETF as the purveyor of services.

E. SVEF and CETF shall have the right to publish the results from School2Home implementation conducted hereunder. SVEF and CETF agree to provide the District with a manuscript of any proposed presentation and/or publication at least 30 days prior to submission thereof for presentation and/or publication ("materials"). The District shall have 30 days to review any such publication and/or presentation. If the District does not respond with comments within 30 days from the initial submission, SVEF and CETF shall be free to proceed with publication and/or presentation. If the District objects to proposed publication(s), the Partners shall attempt to resolve the dispute in good faith.

F. Once any materials are approved as described in Article VI (E), the materials may be used and re-used for substantially the same purpose until the District withdraws its approval of the materials. In the event that the District withdraws its approval, the District must provide 30 days prior written notice to SVEF or CETF, or such withdrawal will be ineffective until the end of the 30-day period.

VII. CONFIDENTIALITY

Confidential information refers to student names, records, trade secrets, business plans, strategies, methods and/or practices, and any other information relating to either Partner or its business that is not generally known to the public, including but not limited to information about students, personal, products, customers, marketing strategies, services or future business plans. Notwithstanding the foregoing, the term "confidential Information" specifically excludes:

(i) information that is now in the public domain or subsequently enters the public domain by publication or otherwise through no action or fault of any Partner; (ii) information that is known to any Partner without restriction, prior to receipt from another Partner under this Partnership Agreement, from its own independent sources as evidenced by a Partner's written records, and which was not acquired, directly or indirectly, from any Partner; (iii) information that any Partner receives from a third party reasonably known by the receiving Partner to have a legal right to transmit such information, and not under any obligation to keep such information confidential; and (iv) information independently developed by any Partner's employees or agents provided that a Partner can show that those same employees or agents had no access to the confidential Information received hereunder. Notwithstanding anything to the contrary in this Partnership Agreement, records and information that identify individual students ("student information") shall not be considered public data and shall not be disclosed to any third party without the prior written consent of the District. Furthermore, such student information shall only be used by SVEF and CETF for the limited purposes delineated herein.

VIII. CERTIFICATIONS, REPRESENTATIONS AND WARRANTIES

SVEF makes the following certifications, representations and warranties for the benefit of the District, and acknowledges and agrees that other Partners, in deciding to participate in this program pursuant to this Partnership Agreement, are relying upon the truth and validity of the following certifications, representations and warranties and their effectiveness throughout the term of this Partnership Agreement and the course of the SVEF engagement hereunder:

A. SVEF is qualified in all respects to provide all of the functions and services contemplated by this Partnership Agreement and, to the extent required by any applicable laws, SVEF has all such licenses and/or governmental approvals as would be required to carry out and perform for the benefit of the District and Partner Schools as called for herein.

B. SVEF, in providing the services and in otherwise carrying out its obligations to the District under this Partnership Agreement, shall, at all times, comply with all applicable federal, state and local laws, rules, regulations and ordinances, including workers' compensation and equal protection and non-discrimination laws.

C. SVEF and CETF shall be subject to the rules, regulations and policies of the District and Partner Schools, including recognizing the confidential nature of information regarding pupils and their records. SVEF and CETF shall be permitted to represent aggregated data to the extent it prevents individuals from being identified.

D. SVEF shall abide by the tobacco-free environment policies adopted by the District and Partner Schools. Smoking or the use of any tobacco products are prohibited on property, in buildings and vehicles owned, leased, or contracted for by the District and/or Partner Schools.

E. SVEF shall at all times enforce appropriate discipline and good order itself and among its employees and contractors and shall not employ any unfit person or anyone not skilled in providing the services required under this Partnership Agreement. Any person in the employment of SVEF, or an agent thereof, whom the District or any Partner School in their sole discretion may deem incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from providing services under this Partnership Agreement.

F. SVEF shall at all times follow the instructions and directions of the District and Partner Schools during a campus emergency or during an emergency practice drill, as to evacuation, assembly, emergency care, protection of persons and property, and ingress and egress to the campus. At any time it becomes necessary for SVEF to request emergency services; such services shall be requested by calling 911. SVEF shall immediately notify the Principal that 911 emergency services have been requested.

IX. DISCLAIMER OF WARRANTIES

All Partners understand and acknowledge that this Partnership Agreement is a commitment to implement School2Home as a program which has been developed and demonstrated to improve academic performance but which are continuously being refined and improved, and may result in variable performance. In view of the nature of School2Home, the Partners make no warranties whatsoever as to the operational performance of the program to improve academic performance of the students although the Partners are steadfast in their dedication to pursue and achieve that goal.

X. NOTICES

All notices, claims, correspondence, reports and/or statements authorized or required by the Partnership Agreement shall be addressed as follows:

SVEF: Silicon Valley Education Foundation
1400 Parkmoor Ave., Suite 200,
San Jose, CA 95126
Attention: Denise Williams

District: Alum Rock Union School District
2930 Gay Ave,
San Jose, CA 95127
Attention: Jackie Montejano

All notices shall be deemed effective when they are made in writing, addressed as indicated above, and deposited in the United States mail. Any notices, correspondence, reports and/or statements authorized or required by the Partnership Agreement addressed in any other fashion will not be acceptable.

XI. INDEPENDENT CONTRACTOR

It is expressly understood and agreed to by the Partners that, in the performance of this Partnership Agreement, SVEF is an independent contractor and are not officers, agents or employees of the District. SVEF and all of its employees are not entitled to benefits of any kind or nature normally provided employees of any of the Partners, including, but not limited to, state unemployment insurance compensation or workers' compensation. SVEF shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes for its employees.

XII. INSURANCE

SVEF, at its sole cost and expense, shall secure and maintain in full force and effect throughout the term of this Partnership Agreement policies of insurance with an insurer or insurers, qualified to do business in the State of California and acceptable to the Partners, which will protect SVEF and Partners from claims which may arise out of or result from SVEF actions or inactions relating to the Partnership Agreement, whether such actions or inactions be by themselves or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for

whose acts any of them may be liable. The policies of insurance shall include: (i) workers' compensation as required under California State Law (if applicable); and (ii) commercial general liability, employer's liability, auto liability, and professional liability insurance coverage of at least $1,000,000 as may be needed to protect the Partners against any liability arising out of this Partnership Agreement.

XIII. HOLD HARMLESS

SVEF agrees to defend, indemnify and hold harmless the District, their officers, agents and employees from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of SVEF, its officers, agents or employees by reason of the operation of this Partnership Agreement.

The District agrees to indemnify and hold harmless SVEF, its officers, agents and employees from any and all claims, losses, actions, damages, expenses or liabilities arising out of the negligent acts or omissions of their officers, agents or employees by reason of the operation of this Partnership Agreement.

XIV. CONFLICT OF INTEREST

SVEF attests that it has no interest, including but not limited to, other projects or independent agreements, and shall not acquire any such interest, direct or indirect, which are, or which SVEF believes to be, incompatible in any manner or degree with the performance of services required to be performed under this Partnership Agreement. SVEF further attests that in the performance of this Partnership Agreement, no person having any such interest shall be employed or retained by it under this Partnership Agreement. SVEF and all other Partners agree to inform one another of all of its interests, if any, which are or which they believe to be, incompatible with any interests of the other Partners.

XV. THIRD PARTY BENEFICIARY

Nothing contained in this Partnership Agreement shall create a contractual relationship without a cause of action in favor of any third party against any of the Partners.

XVI. GOVERNING LAW AND VENUE

This Partnership Agreement shall be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue shall be agreed upon in the appropriate courts in the County of the District Administration, State of California.

XVII. NON-WAIVER

The failure of any Partner to insist upon strict performance of any of the terms, conditions or covenants in this Partnership Agreement shall not be deemed a waiver of any right or remedy that any Partner may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants herein contained.

XVIII. AUTHORITY

The individuals executing this Partnership Agreement on behalf of the Partners each represent and warrant that they have the legal power, right and actual authority to bind the their respective Partner to the terms and conditions hereof.

XIX. ASSIGNMENT

All Partners respectively bind themselves, their officers, successors, assigns and legal representatives to the other Partners to this Partnership Agreement with respect to the terms. All Partners agree not to assign the whole or any part of this Partnership Agreement without the prior written consent of the other Partners.

XX. ENTIRE AGREEMENT AND MODIFICATIONS

This Partnership Agreement constitutes the entire Partnership Agreement between and among the Partners with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements, either written or oral. All exhibits referenced herein and attached hereto shall be deemed incorporated into and made a part of this Partnership Agreement by each reference as though fully set forth in each instance in the text hereof. This Partnership Agreement may only be modified by written agreement signed by all Partners.

SV [e]F | SILICON VALLEY EDUCATION FOUNDATION

XXII. SURVIVAL

Articles IV (Terms and Termination), VI (Ownership), VII (Confidentiality), VIII (Certifications, Representations and Warranties), X (Notices), XIV (Hold Harmless), XVII (Governing Law and Venue) and this Article XXII (Survival) shall survive termination or expiration of this Partnership Agreement.

IN WITNESS WHEREOF, the Partners hereto on the day and year below have executed this Partnership Agreement to implement School2Home in Alum Rock Union School District.

Silicon Valley Education Foundation

Denise Williams — 01 / 10 / 2023

Signature — Date

Denise Williams
Chief Program Officer

Alum Rock Union School District

Signature — Date

Dr. Hilaria Bauer
Superintendent

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. 021331

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: School of Arts and Culture at Mexican Heritage Plaza

Address: 1700 Alum Rock Ave City: San Jose State: CA Zip: 95116

Phone: (408) 794-6240 Email Address: esther@schoolofartsandculture.org

SSN: _____ or Fed I.D. #: 80-0714882

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on March 30, 2023, and will diligently perform as required and complete performance by March 30, 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").

Use of Facility Agreement between ARUSD & School of Arts and Culture. Annual Cesar Chavez March and Assembly Celebration to be held at School of Arts and Culture - Mexican Heritage Plaza on March 30,2023. Stage, sound & cleaning services are all included.

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:** $2,172.50 (describe rate agreement) Flat Rate

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5610	00	1110	1000	000000	340	5410	$2,172.50	

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

Quote

School of Arts & Culture
Mexican Heritage Plaza

1700 Alum Rock Avenue, San Jose CA 95116 | Tel (408) 794-6240 | Fax (408) 271-9920

Date Created: 12/2/22
Modification Date:

Event Total	$	2,172.50
Refundable Security Deposit	$	-
Event Grand Total	**$**	**2,172.50**

Client Details

Name: Norma Flores
Organization: Alum Rock School District
Street address: 2930 Gay Ave
City, State, Zip: San Jose CA 95127
Phone Number: 408-928-6948
Email: norma.flores@arusd.org

Event Details

Name: Cesar Chavez Celebration
Date: 3/30/2023
Load In Time: 7:00 AM
Event Time: 9:00 AM - 1:00 PM
Vacate Time: 1:00 PM

First Payment (Due with Contract)

Amount Due	$	724.17
Due Date		

Final Payment (Due 90 days prior to event)

Amount Due	$	1,448.33
Due Date		

Invoice #EY033023

Notes

*Per CA labor laws, shifts over 8hrs are subject to OT charges, shifts over 12hrs are subject to DT charges
*Hourly Rentals: Minimum of 4 hours required for weekend and after hours rentals
*SJPD must be contracted when serving alcohol

For office use only
Initials _____
Date _____

Venue Spaces	Start Time	End Time	Hours		Rate		Total price
La Plaza, Pavilion, Kitchen & Gardens - Up to 12 hours	7:00 AM	1:00 PM	6.00	$	5,100.00	$	5,100.00
CEP Discount					100%	$	(5,100.00)
					Facility Total:	$	-

Refundable Deposit			Qty		Rate		Total price
Security Deposit Waived			1.00			$	-

Staffing	Time In	Time Out	Hours		Rate		Total price
Event Captain	6:30 AM	1:30 PM	7.00	$	25.00	$	175.00
Event Security	8:30 AM	1:30 PM	5.00	$	34.00	$	170.00
Sound Operator	6:30 AM	12:30 PM	6.00	$	40.00	$	240.00
Event Setup			6.00	$	55.00	$	330.00
Event Breakdown			4.00	$	55.00	$	220.00
Stage Setup and Breakdown			16.00	$	50.00	$	800.00
					Staffing Total:	$	1,935.00

Furniture Rental	Qty		Rate		Total price
8' Banquet tables- 96"L x 30"D, Plywood/Folding legs, Max of 45	6.00	$	8.00	$	48.00
Platform/Risers (8'x4')- Heavy black panel, Max of 40	12.00	$	40.00	$	480.00
Black Chairs- 18"W x 17"H, Stackable, Max of 335	60.00	$	2.50	$	150.00
Podium - Max of 1	1.00	$	15.00	$	15.00
CEP Discount			100%	$	(678.00)
			Furniture Total:	$	(513.00)

AV Equipment Rental	Qty		Rate		Total price
Large PA System - approx 350 people	1.00	$	400.00	$	400.00
Includes 2 15" powered speakers w/stands, 2 10" powered speakers w/stands, Presonus digital mixer (16 channel), 1 wired microphone on stand, additional audio output (phone, computer, instrument), necessary cables.					
Wired dynamic microphone	3.00	$	15.00	$	45.00

All pending quotes expire 30 days from the original date unless the the quote has been approved by the client, and the Facility Rental Agreement has been nogotiated.

Quote

School of Arts & Culture

Mexican Heritage Plaza

1700 Alum Rock Avenue, San Jose CA 95116 | Tel (408) 794-6240 | Fax (408) 271-9920

Shure SM57, SM58, Blue i100 or similar includes stand

CEP Discount	50%	$	(222.50)
	AV Equipment Total:	$	(222.50)
Notes: CEP Discount due to partnership with SOAC	Subtotal	**$**	**8,173.00**
	Discounts	$	(6,000.50)
			$2,172.50

	Payment Date	Payment	Balance Due	Payment Type
Deposit			$2,172.50	(EFT, Check, Cash, or Credit)

All pending quotes expire 30 days from the original date unless the the quote has been approved by the client, and the Facility Rental Agreement has been nogotiated.

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. 300937

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: UnaMesa Association d.b.a. InPlay

   Address: 14 South Eldorado Street City: San Mateo State: CA Zip: 94401

   Phone: (650) 246-9976 Email Address: rod@inplay.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date February 10, 2023 end date July 15, 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:

   Inplay will provide the Alum Rock Union School District with a mobile registration service, professional data services, and set-up support to enroll priority students in the Districts 2023 summer programs.

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:** $ 35,000 (describe rate agreement) $10K upon board approval, $10K April 1st, $15K July 15th when the contract ends

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	$35,000.00	

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

inplay

InPlay Scope of Work

InPlay proposes to provide the Alum Rock Unified School District ("District") with a mobile registration service, professional data services, and set-up support to enroll priority students in the District's 2023 summer programs.

Definitions:

OSCAR service: OSCAR is a mobile-device registration service that texts priority families identified by the District with local, age-appropriate educational and enriching programs. Families can read about the program and then sign up using a pre-filled registration form. Staff can track sign-ups and use integrated administrative tools to help families register if necessary.

Priority students: These are students enrolled in the District who are deemed "unduplicated" per LCFF funding guidelines. They will be given priority registration.

Registration and enrollment: Registration forms submitted by parents are deemed pending registrations until formally enrolled and given a confirmed program spot. Submissions can be automatically enrolled or be manually reviewed and enrolled by an administrator.

Data integration: InPlay will work with the District to access SIS data that is needed to prefill the universal registration form. The method of data integration and type of data will be determined jointly with the District.

Enrollment data exports: When registration ends, InPlay will give program providers electronic datafiles of the student registration information for those who are enrolled in their program.

I. InPlay Responsibilities:

Service to parents

1. **Mobile Device registration.** Implement a text-based online registration system that allows families access real-time program inventory and register.
2. **Text invitations and reminders.** Provide automated text invitations to caregivers to register before the summer program begins, and then before program begins text a reminder with enrollment info (location, dates, times, etc.).
3. **Offer local options.** For each student applicant, present a choice of enrichment programs that are local, age-appropriate, and have open spots.
4. **Limit each student to one program enrollment.**
5. **Contact in order of priority.** Offer priority registration first to caregivers/guardians of "Unduplicated" students, and then open up remaining spots for general registration.
6. **Pre-fill forms.** Enable parents to review and update a pre-filled, consolidated registration and waiver form with district-provided SIS data.
7. **Confirm registration submission.** Depending on whether the District chooses to manually enroll or auto-enroll: confirm registration submission and that registration is under review OR text and email caregiver with enrollment confirmation with program name, location, dates, times, etc.

8. **OPTIONAL PREMIUM SERVICE.** Enable program providers to directly recruit their current families by giving parents a unique link to only their program and enable them to sign up on their mobile device ("Provider Recruitment Tool").

Support for District Program Administrators

9. **Admin Console.** Provide real-time dashboards tracking the status of invitation responses, and inventory by site/program of registration enrollments, waitlists, and denials.
10. **Admin tools.** Provide tools to customize the campaign parameters, support family registration and changes, download reports, edit program listings.
11. **Program data collection form.** Provide an online form to capture program info and descriptions from Program Providers.
12. **Training and Support.** Provide administrators with two (2) training sessions and online help desk where they can submit support request tickets or look up answers in a knowledge library.
13. **Campaign outcome metrics.** After registration closes, InPlay will do analysis to provide District with key metrics on: enrollments by priority group and language preference, seats filled by program provider, and a parent satisfaction survey of the out-of-school time program.

Usage and care of student data

14. **SIS integration.** Download a single SIS export file or sync securely with the district SIS using application programming interfaces or other methods for regular updates of SIS data.
15. **Upload registration data.** Enable data exports of student registrations for uploading into the community partner databases.
16. **Data deletion.** Delete all personally identifiable student data no later than a date to be agreed-upon with the Summer Learning Coordinator and stated in the governing data sharing agreement.

Legal compliance

17. **Data security and privacy.** Take reasonable security precautions and protections to comply with applicable District student privacy and data security requirements and any applicable state and federal laws governing student data to ensure that only persons authorized to view the data gain access to the data. The detailed legal obligations will be agreed to in a separate A4L National Student Data Privacy Agreement to be executed between InPlay and the District.
18. **Access.** Ensure that the communication and registration interface for parents:
    a) Is accessible to and conforms with all applicable laws, including Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, all other regulations promulgated under Title II of the Americans with Disabilities Act, and the accessibility standards of the Web Content Accessibility Guidelines ("WCAG") 2.0 AA to the extent the registration system is public facing and/or generates web or electronic materials and/or information for District families.
    b) Is translated into the District's most commonly used home language. (Additional language translations available for an additional fee per language). The universal

registration form and accompanying legal waivers will be translated and submitted to District for translator review and approval.

II. District Responsibilities

1. **Sign a data-sharing agreement.** Facilitate the signing of the A4L's National Student Data Privacy Agreement or similar data sharing agreement and in such case, ensure InPlay can gain reasonably sufficient access to the District's SIS data for the sole purpose of registering students for district-approved programs and otherwise performing under this contract.
2. **Prioritize District Students.** The District's Research and Evaluation Department (or equivalent) will identify priority students and provide a database of students grouped by levels of priority for enrollment.
3. **Registration data uploads.** The District's IT Department will support InPlay to determine the best method to sync SIS data with InPlay and then upload enrollment data to the SIS database.
4. **Announce open registration to staff and families.** Conduct a targeted outreach and publicity campaign so that priority families will know to expect a text invitation to sign up for summer. These materials are electronic or hardcopy marketing collateral and do not include OSCAR's SMS text messages.
5. **Permission to text parents.** Obtain sufficient prior consent from parents/guardians to enable InPlay to perform its obligations under this contract (including sending texts to the caregivers that the District instructs InPlay to send).
6. **Translations.** Review translated versions of the legal registration form and waivers into the dominant home language(s) spoken in the District.

Project management

0. **Project timeline.** Work with InPlay to develop a project timeline for registering students.
0. **Coordination meetings.** Commit to and participate in regularly scheduled planning and coordination meetings with InPlay.
1. **Wave management.** Jointly work with InPlay to set policies and parameters to recruit students by priority level: the registration duration, percentages to over-enroll and waitlist, and how many days to wait before auto-enrolling submitted registrations or inviting additional students.
0. **Universal Registration Form.** Ensure timely delivery of the final approved registration form and legal waiver language, including all necessary translated versions.
0. **Community Partner form acceptance.** Obtain agreement from all Program Providers to use the fields in the Universal Registration Form and accept electronic csv files of that registration data. *Optional: Collect and deliver to InPlay one or two supplemental registration questions that Partners need added to the form.*
1. **Provider partner acceptance of District's privacy terms**. Obtain agreement from providers that they will adhere to the District's student data privacy and security terms in order to receive enrollment data from InPlay. (The language will be provided for InPlay to be included in the District's service contract with the Program Provider).

0. **Set up family call center and share list of staff authorized to receive access.** Provide names, emails, and site assignments for all authorized Call Center support staff, District administrators, and Program Providers to grant access.
0. **Training.** Jointly plan and schedule two training sessions for designated District and Community Partner administrative staff.
0. **Follow up directly with families.** District and/or Community Partner administrators will be solely responsible for using the admin tools to follow up directly with families to assist and complete their registration if needed, change program assignments, and manage waitlists.
0. **Approval to register for Program Providers.** Grant permission for InPlay to use District student data to register students for District-approved third-party out-of-school learning programs.
0. **Measure effectiveness.** If time and resources allow, track and compare 2022 with 2023 outcomes that include savings in terms of time and financial, and increased percent of program slots filled by the registration deadline.
0. **Maintain a contingency plan:** If necessary, on a designated go/no-go date, be prepared to print paper packets or fall back on another method of the District's choice to register students.

Provide data on summer program sites

3. **Collect program data for landing pages.** By the agreed-upon deadline, collect all relevant program information from the Program Providers into an electronic form to be provided to InPlay.
0. **Editing/updating landing pages.** InPlay will take the program data and create the initial program landing pages. Site administrators will be responsible for receiving, approving, and relaying subsequent provider program changes to InPlay.

III. Term

The term of this Agreement is from February 10, 2023 through July 15, 2023.

IV. Pricing

Pricing includes:

- Text-based outreach and registration OSCAR service for Summer 2023 campaign.
- SIS data uploading: regular data-syncs with District SIS.
- One language translation of the District's choice.

Total: $35,000 for the term of the Agreement.

InPlay will invoice for three payments according to the following shares:

$10K upon board approval.
$10K April 1st
$15K July 15th when the contract ends.

Optional services provided for an additional fee:

- Provider Recruitment Tool (PRT) that allows a program provider to directly recruit students while ensuring students are enrolled in district and not enrolled in other OST programs.
- Additional language translations.