ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
April 13, 2023

Thursday, April 13, 2023
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #17-22/23

In compliance with the Americans with Disabilities Act, if you need special assistance in order to participate in the public meeting of the Board of Trustees, please contact the Office of the Superintendent at (408) 928-6822. Notification 72 hours prior to the meeting will enable the District to make reasonable accommodations.

THE MEETING WILL BE AVAILABLE FOR VIEWING LIVE VIA ZOOM WEBINAR MODE AND CAN BE ACCESSED AS FOLLOWS:
Join Zoom Meeting: https://arusd-org.zoom.us/j/88674041441
Webinar ID: 886 7404 1441
Or One tap mobile:
+16699006833,88674041441# US (San Jose)

THE MEETING MAY ALSO BE VIEWED THROUGH LIVE STREAM AS FOLLOWS:
1. Live stream Youtube English Channel "AlumRock TV"
https://www.arusd.org/alumrocktv

*********PUBLIC COMMENT WILL BE ONLY IN PERSON: NO PUBLIC COMMENT WILL BE AVAILABLE THROUGH ZOOM*********

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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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. 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 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 SPECIAL RECOGNITION: Elementary Spelling Bee – Student Recognition.

3.02 PRESENTATION: LPA and ARC Alternatives will Provide Updates on the Facilities Master Plan and Energy Conservation Program.

4. COMMENTS AND COMMUNICATION

4.01 Teamsters.

4.02 California School Employee's Association (CSEA).

4.03 Alum Rock Educator's Association (AREA).

4.04 Alum Rock Administrator's Association (ARAA).

4.05 Superintendent.

4.06 Board of Trustees/Communications/Comments.

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

5.01 Approve Resolution No. 52-22/23 Declaring Black April (Fall of Saigon) Memorial Week.

5.02 Approve Resolution No. 56-22/23 Children's Bill Of Rights.

5.03 Approve the Workforce Housing Committee's Recommendation to Conduct a Feasibility Study at the Renaissance at Mathson and the District Office sites.

6. BONDS -- 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 INFORMATION/DISCUSSION/ACTION: Citizen’s Bond Oversight Committee (CBOC) Appointment.

6.02 Approve Contract Extension for Construction Management Services.

6.03 Approve Notice of Added Architectural Services for Linda Vista Play Structure to Add Construction Services.

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

7.01 Approve Quarterly Report on Williams Uniform Complaints.

7.02 Approve Resolution No. 48-22/23 Asian American and Pacific Islander Heritage Month – May 2023.

7.03 Approve Resolution No. 49-22/23 Cinco de Mayo – May 5, 2023.

7.04 Approve Resolution No. 51-22/23 National Environmental Education Week – April 16-22, 2023.

7.05 Approve Resolution No. 50-22/23 National Teacher Appreciation Week – May 1–5, 2023.

7.06 Approve School Sponsored Field Trip List.

7.07 Local Control and Accountability Plan (LCAP) - Initial Findings Presentation (INFORMATION/PRESENTATION).

7.08 Approve Resolution No. 57-22/23 Mental Health Awareness Month – May, 2023.

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

8.01 Resignations (Information Only).

8.02 Approve Declaration of Need For Fully Qualified Educators for 2023/2024.

8.03 Approve Resolution # 54-22/23 Classified School Employees Week, May 21-27, 2023.

8.04 Approve New Job Description – Equity, Diversity and Inclusion Coordinator

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

9.01 Approve the contract with Devine Intervention Services for the 2023/2024 SY. Devine Intervention Services will provide mental health services and behavioral clinical support to special education TK-5th grade students within ARUSD per students IEP requirements. Submitted by: Special Education Department. $202,212.00 dollars.

9.02 Approve the contract with Lozano Smith for the 2023/2024 SY. Lozano Smith will provide counsel on issues related to special education to ensure compliance. Submitted by: Special Education Department. $125,00.00 dollars.

9.03 Approve the contract with Galileo Learning for the 2022/2023 Extended Year Program. Camp Galileo will offer summer camps to 300 students K-5th grade across two sites (Adelante II and LUCHA). Submitted by: State and Federal Department. $562,500.00 dollars.

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

10.01 Approve Board Meeting Minutes for the following dates: February 9, 2023, Regular Board Meeting, February 16, 2023, Special Board Meeting, February 27, 2023, Special Board Meeting and March 9, 2023, Regular Board Meeting.

10.02 Approve Acceptance of Donations.

10.03 Approve Fundraising Activities.

10.04 Approve Acceptance of Vendor & Payroll Warrants.

10.05 Approve Memorandum(s) of Understanding.

10.06 Approve Resolution No. 53-22/23 Inventory Disposal.

10.07 Approve Out of State Travel, Teacher Recruitment Day, Marshall, TX, Irma Barahona, Vanessa Le and Veronica Talton. Estimated cost $3,375.

10.08 Approve/Ratify Notices of Employment and Changes of Status/April 13, 2023.

10.09 Current Enrollment (Information Only).

10.10 Approve Contracts for Professional Services -Firms/Organizations.

11. CLOSED SESSION

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

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

11.03 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.

11.04 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; Office of Administrative Hearings, case no. 2023030398.

11.05 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.

11.06 PUBLIC EMPLOYEE APPOINTMENT/EMPLOYMENT (Government Code Section 54957): Titles: Middle School Principal, K-8 Principal, and Assistant Principals.

12. RECONVENE TO OPEN SESSION

12.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

13. FUTURE BOARD AGENDA REQUESTS

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

14. ADJOURNMENT

14.01 President adjourns the meeting.

15. NEXT MEETING(S)

15.01 May 11, 2023 (2022-23 School Year).

3.01

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: March 13, 2023

Subject: **Elementary Spelling Bee – Student Recognition**

Staff Analysis: Our Elementary Spelling Bee was held on February 28, 2023. Students who placed first at their school level competition were invited to participate in the Elementary Spelling Bee.

Alum Rock wishes to recognize and congratulate the Elementary Spelling Bee Champions of 2023 – Jessica Nguyen and Raymond Matlob.

Recognition Only

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: April 13, 2023
Regular Board Meeting

Recognition Only

3.01

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

3.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 24, 2023

To the Superintendent of Schools

Subject: **LPA and ARC Alternatives will Provide Updates on the Facilities Master Plan and Energy Conservation Program.**

****PRESENTATION ONLY****

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Presentation 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 José, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Resolution No. 52-22/23 Declaring Black April (Fall of Saigon) Memorial Week.

Approval

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Approval

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution Of The Board Of Trustees Of The
Alum Rock Union Elementary School District
Declaring Black April (Fall of Saigon) Memorial Week

RESOLUTION #53-22/23

WHEREAS, April 30, 2015, marks the 48th anniversary of the fall of Saigon on April 30, 1975, to communism; and

WHEREAS, For many Vietnam and Vietnam-era veterans who were directly involved in the war and Vietnamese Americans who have settled in the United States, the Vietnam War was a tragedy full of great suffering and the loss of American, Vietnamese, and Southeast Asian lives; and

WHEREAS, Fifty-eight thousand one hundred sixty-nine people were killed and 304,000 were wounded out of the 2.59 million people who served in the Vietnam War, which included those who resided in Alum Rock and wider East Side of San Jose. One out of every 10 Americans who served in Vietnam became a casualty of war; and

WHEREAS, After the fall of Saigon, over 135,000 Vietnamese people and their families fled to the United States, including former military personnel, government officials, and those who had worked for the United States during the war; and

WHEREAS, Thousands of people took boats in order to leave Vietnam in the late 1970s to mid-1980s. The successful emigrants reached refugee camps in Thailand, Malaysia, Indonesia, the Philippines, and Hong Kong; while approximately one-half of the people fleeing Vietnam perished at sea; and

WHEREAS, According to the United States Census for 2010, more than 465,000 Vietnamese live in California, with the largest concentration of Vietnamese found outside of Vietnam residing San Jose; and in particular East San Jose, including Alum Rock; and

WHEREAS, Human rights, religious freedom, democracy, and protection against threats of aggression are important concerns of Vietnamese Americans; and

WHEREAS, We must teach our children and future generations important lessons from the Vietnam War, including how the plight of the Vietnamese refugees following the end of war serves as a powerful example of the values of freedom and democracy; and

WHEREAS, We, the residents of the Alum Rock Union Elementary School District, should actively rededicate ourselves to the principles of human rights, individual freedom, sovereignty, and equal protection under the laws of a just and democratic world. In addition, the District should set aside moments of time every year on April 30 to give remembrance to the soldiers, medical personnel, and civilians who died during the Vietnam War in pursuit of freedom; and

WHEREAS, Vietnamese American communities throughout California will commemorate April 30, 2015, as Black April, a day of remembrance and rededication to the principles of freedom, including freedom of expression, freedom of press, and Internet freedom; now, therefore,

BE IT RESOLVED THAT, the Board of Trustees of the Alum Rock Union Elementary School District, that in recognition of the great tragedy and suffering and lives lost during the Vietnam War, the week of April 23, 2023, to April 30, 2023, inclusive, shall be proclaimed Black April Memorial Week, a special time for Alum Rock to remember the countless lives lost during the Vietnam War era, and to hope for more justice and liberty for the people of Vietnam; and be it further

BE IT FURTHER RESOLVED THAT, the administration of the District transmit copies of this resolution to other elected officials and local organizations for appropriate distribution.

PASSED AND ADOPTED by the Board of Trustees of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on April 13, 2023, by the following vote:

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

_____ Date: April 13, 2023

Clerk of the Governing Board

5.02

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. 56-22/23 Children's Bill Of Rights.

Approval

Submitted by: Hilaria Bauer Title: Superintendent

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Approval

5.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution Of The Board Of Trustees Of The
Alum Rock Union Elementary School District
ARUESD CHILDREN'S BILL OF RIGHTS
RESOLUTION #56-22/23

WHEREAS, the Alum Rock Union Elementary School District believes that every child deserves to receive what is needed at the time it is needed, regardless of their actual or perceived race, ethnicity, gender identity, sexual orientation, religion, mental or physical ability, nationality, immigration status, criminal history, first language, color, education status, or wealth; and

WHEREAS, it is the intention of the Governing Board to value the diversity of our children and young adults in Alum Rock Union Elementary School District; and

WHEREAS, it is the Governing Board's belief and expectation that all members of staff must treat each child with respect and dignity; and

WHEREAS, the Board believes that some children have set basic human rights that have not been fulfilled; and

WHEREAS, the Board believes that many children are limited by the inflexible and overly restrained structure of the environments designed for them; and

WHEREAS, the Board believes that change to these environments cannot occur without mass commitment and action by all educators; and

WHEREAS, the Board strongly believes that by combining the power and expertise of the Board and all educators through continuous collaboration, the District will have the ability to create lasting change for all Alum Rock Union Elementary School District's children.

NOW THEREFORE BE IT RESOLVED, that the Alum Rock Union School District adopts the Bill of Rights for Children and Young Adults for Santa Clara County and agrees that all children and young adults have the right to:

Healthcare: Affordable, timely, and quality mental and physical healthcare that can access at any time.

Mental health: Mental and emotional health well-being and support systems in and outside of the home that promotes emotional and social safety.

Love and emotional connections: Meaningful connections with consistent, caring adults and peers who love and appreciate the young person for who they are and see them grow.

Support and Guidance: Receive support and guidance from role models who are dedicated to them achieving their dreams and goals.

Life Skills: training to develop life skills and knowledge as well as opportunities for their growth.

Education: A relevant and engaging education that exposes them to other cultures and promotes lifelong learning.

Job Opportunities: Job opportunities that provide safe and reasonable working conditions, and promotes growth for their potential careers.

Personal Development: Time, space, and resources to pursue any interests or provide for the option of rest.

External Support for Family: Support that will allow their families to be taken care of so they can pursue their dreams.

Modern Needs: Availability of reliable transportation, Wi-Fi accessibility, computer access, and phones when applicable or as needed.

Basic Needs: Enough quality food and water, showers, clean clothes, and hygiene products to keep their bodies healthy.

Housing: Affordable, stable, safe, and comfortable housing that meets their needs as individuals.

Green Spaces: Easily accessible and clean green spaces that will be preserved for future generations.

Safety: Feel and be safe in all environments they are in, such as their schools, homes, neighborhoods, and online.

Voice: Be treated as equal partners in identifying areas of concern or improvement, developing solutions, and making the decisions that they are impacted by.

Choice: The ability to make important decisions for their future and set boundaries that are respected.

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District Governing Board promises to support and protect the rights of all children and young persons in the community.

PASSED AND ADOPTED by the Governing Board of the Alum Rock Union Elementary School District, Santa Clara County, State of California, on April 13, 2023, by the following vote:

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

_____ Date: April 13, 2023

Clerk of the Governing Board

DRAFT

5.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 24, 2023

To the Superintendent of Schools

Subject: **Approve the Workforce Housing Committee's Recommendation to Conduct a Feasibility Study at the Renaissance at Mathson and the District Office Sites**

Recommendation: Staff recommends the Board of Trustees approve the Workforce Housing Committee's Recommendation to Conduct a Feasibility Study at the Renaissance at Mathson and the District Office Sites.

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommended Approval

5.03
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: March 27, 2023

Subject: **Citizen's Bond Oversight Committee (CBOC) Appointment**

Staff Analysis: Alum Rock Union Elementary School District Independent Citizen's Bond Oversight Committee (CBOC) Bylaws; "Bylaws" defines Membership, Qualification Standards, Ethics: Conflict of Interest, Term, Appointment and Removal Process.

Based on the membership requirements, defined in the Bylaws, the CBOC is a seven (7) members' committee, which consists of one (1) Senior Citizen Group, two (2) Community-at-Large, two (2) PTA/SCC/Parent, one (1) Taxpayer's Organization and one (1) Business Representative. The CBOC currently has one vacancy to fill one (1) Senior Citizen's Group.

The following individual has applied for the vacant position:

Joseph Ramiro Corona Senior Citizen's Group

Recommendation: Superintendent has reviewed the application and recommends that the Board appoint accordingly the following applicant to the CBOC:

Joseph Ramiro Corona Senior Citizen's Group

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

To the Board of Trustees: Meeting: April 13, 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: _____

Measures J and I
Citizens' Oversight Committee
for
Alum Rock Union Elementary School District

On July 10, 2008, the Board of Trustees approved the formation of the Oversight Committee and Bylaws; on August 14, 2008, the Board adopted and certified a resolution to officially enter the minutes of the election results.
With the voters of Alum Rock Union Elementary School District, Measure J was passed on November 6, 2012, a $125 million Facilities Bond, followed with passing of Measure I, a $140 million on June 7, 2016 to continue to fund school renovations and construction. This is an application for Citizens' Oversight Committee (COC) consideration.

Printed Name of Applicant Joseph Ramiro Corona

Application for Appointment

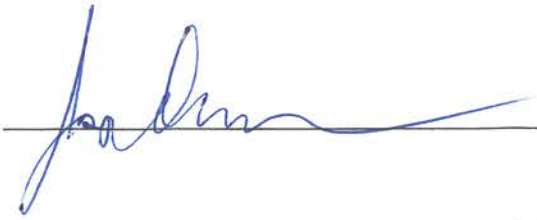
By submitting this application, I certify that I meet the following criteria:

1. Willingness and ability to work collaboratively in a group with diverse opinions
2. Commitment to regular attendance at meetings of the Citizens' Oversight Committee (COC)
3. Willingness to abide by the Code of Conduct established by the COC
4. Willingness to communicate responsibly to the community
5. Understand and accept the role of the COC related to the Bond Measures
6. Possess necessary background and experience to serve on the COC
7. Live within the boundaries of Alum Rock Union Elementary School District (ARUESD)
8. I am not a consultant, contractor, employee or vendor of ARUESD

Term: 2 year term*

*commencing as of the date of appointment by the Board

(Submit Completed Applications to the Business Office, c/o Assistant Superintendent of Business Services)

Signature 

Note: The Board will appoint seven (7) members of the Citizens' Oversight Committee at a regularly scheduled Board Meeting.

Citizens' Oversight Committee Membership:

California law requires certain persons to be represented on the Citizens' Oversight Committee ("Committee"). Please indicate all Committee designation(s) for which you are qualified:

_____Business Representative

Company Name:_____

_____Member of Taxpayer Organization

Org. Name:_____

_____Active PTA, Site Council, School District

Name of PTA/SSC:_____

✓ Active member of Senior Citizen Group

Group Name:_____

_____Parent/Guardian of a School District Student

Student/School Name:_____

_____Community at Large (2)

Community Name:_____

- If possible, please provide a contact person and phone number of the organization on which you are active. The school District may contact these organizations to verify your participation.

General Information:

Name: Joseph Ramiro Corona

Home Address: 25 Valley View ave

San Jose Zip: 95127

Home Telephone: 408-251-6542 E-mail: Jra Corona @ Yahoo.com

Employer Information:

Name of Employer: West Valley Constructors

Work Address: 580 Meglincy Ln

Campbell Ca 95008

Work Telephone: 408-371-5510 E-mail: Jra Corona @ Yahoo.com

Educational Background:
(Response optional you may attach a resume or additional pages, if needed.)

College and/or University: _____

Degree/Major: _____

Vocational and/or Other Institutions: H.S.D. & CCOC welding

Additional Information:

1. Have you been a member of any school district committee?

   ✓ Yes ____ No If so, in what capacity and when?

   Measure I Committee

2. Are you, or have you or a member of your immediate family, ever been employed by the school district?
   (Note: Employees are prohibited by law from being members of the Committee)

   ____ Yes ✓ No If yes, please explain:

3. Are you a vendor, contractor or consultant to the school district? (**NOTE:** Vendors, contractors, and consultants of the school district are prohibited by law from being members of the COC.)

   ____ Yes ✓ No

4. List present or past membership in any community service (e.g. volunteer, civic or youth organizations).

   Youth Soccer League Coach

Qualifications:

1. Describe your skills, training and experience in finance, facilities and/or construction. (You may attach an additional page or resume, if needed.)

Currently a Superintendent for Underground Construction Crews.
And General Construction Knowledge

2. Describe your involvement with Alum Rock Union Elementary School District or its schools.

I have 2 Grandchildren Attending Linda Vista Elementary school

Please Answer the following Questions:

1. How long have you been a resident within the District? 34 Years 7 Months

2. Do you have any children or grandchildren who now attend (or have attended) Alum Rock Union Elementary schools? ✓ Yes ____ No

   Which schools: Linda Vista - Joseph George and James Lick

3. Do you know of any reason such as a potential conflict of interest, which would adversely affect your ability to serve on the Measures J and I Committee?

   ____ Yes ✓ No If yes, please explain: ____

4. Explain why you would like to be appointed to this Committee. (You may attach additional pages, if needed.)

To Ensure The apropiate level ~~unit~~ of Transperancy and Accountability in Tax payers Money is being spent Correctly

5. Are you able to complete at least 1 term (2 years) as a member of the COC and refrain from becoming an employee, vendor, contractor, or consultant of the School District during such time period?

   ✓ Yes _____ No

6. Are you available to attend Committee meetings on weeknights?

   ✓ Yes _____ No If no, please explain.

   _____

   _____

7. Members of the COC will be required to file financial disclosure/conflict of interest statements pursuant to rules and forms established by the Fair Political Practices Commission. Are you willing to file such financial disclosure statement if appointed to the COC?

   ✓ Yes _____ No

Certificate of Application:

All answers and statements in this document are true and complete to the best of my knowledge and belief.

Signature: _____ Date: 3-10-23

Please submit a completed signed application to Patricia Tovar in the Business Services Department, Alum Rock Union Elementary School District Office, 2930 Gay Avenue, San Jose, CA 95127. If you plan to fax your application (408 928-6445) or email (patricia.tovar@arusd.org), it is your responsibility to call to confirm that your fax/email has been received. Application forms are available on the web page at www.arusd.org or from the district office by contacting Patricia Tovar at 408 928-6846.

Please be aware completed applications are public records available for public review.

6.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: April 6, 2023

To the Board of Trustees:

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

Staff Analysis: Based on material delays on summer projects at various school sites, District Staff and Program Manager Cumming Group, determined there remains a need for Construction Management Services through at least May 30, 2023.

Consultant Name	**Contract Amount**
Kleinfelder Original Agreement	$122,340.00
Change Order #1	$ 89,891.00
Change Order #2	$ 49,502.00
New Contract Total	$261,733.00

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

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

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

To the Board of Trustees:

Recommend Approval

6.02
Agenda Placement

Meeting: April 13, 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

PURCHASE ORDER / CONTRACT CHANGE ORDER (POCO)

P.O. No. _____ Contract No. BD238000 Contract Original Amount: $_____

Vendor Name: KLEINFELDER CONSTRUCTION SVCS Vendor No. 300776

Please check:

_____ Cancel P.O. / Contract
_____ Change Item No.: _____
_____ Increase Amount Line Item No.: _____
_____ Decrease Amount Line Item No.: _____
_____ Add Line No.: _____
_____ Delete Line No.: _____
_____ Add/Change object code to: _____
_____ Add Freight: $_____
_____ Add Tax: _____%
_____ Disencumber
_____ Add/Change Prog. No. to: _____
✓ Other Change order# 2

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$122,340
Change Order #: 1	$89,891
Change Order #: 2	$49,502
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$261,733

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SUB-OBJ 00	GOAL XXXX	FCTN XXXX	COST-CNTR 000000	LOC XXX	PROG XXXX	$AMOUNT	BUS OFC
	210	9600	0	6275	00	9000	8500	000000	450	9600	$49,502	JT 04/04/23

Reason for Adjustment:

Based on material delivery delays on some of the summer projects at various school sites, District Staff and Program Manager Cumming Group, determined there remains a need for Construction Management Services through at least May 30, 2023.
Contract extension in the amount of $49,502, new contract total $261,733.

School/Dept.: Bonds Department Requested by: Marc Freitas

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

_____ Program Manager

_____ Purchasing Manager

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

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

KLEINFELDER
CONSTRUCTION SERVICES

March 20, 2023

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

RE : Construction Management Services Contract Extension

Mr. Chheng :

Please find Kleinfelder Construction Services (KCS) Service Agreement extension request for the period of March 1, 2023, through May 30, 2023. The Agreement includes Exhibits, one being KCS fee's for completing work at multiple project sites, which corresponds with the Agreement duration. We understand the following projects are included in the scope of work under the Agreement Extension:

1. **George MS** – ADA/DSA Scope of Work
2. **Sheppard MS** - ADA/DSA Scope of Work, New Locker Installation
3. **San Antonio ES** – ADA/DSA Scope of Work
4. **Adelante I Academy** – ADA/DSA Scope of Work
5. **Linda Vista ES** – ADA/DSA Scope of Work

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

Construction Phase $48,527.00

Reimbursables (included above)$ 975.00
- Local Mileage (to/from office and school sites)

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

See attached breakdown of fees.

Please let me know if you need any further breakdown.

Thank you
Sincerely,

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

KLEINFELDER
CONSTRUCTION SERVICES

Fee Breakdown (Labor/Local Mileage)

3/20/2023

3 Months (March 1, 2023 through May 30, 2023)

Labor Position	Hrly Rate	Hours	Total	PreCon	Construction	Per Mo.
Project Director	$ 242.55	104	$ 25,225	$ -	$ 25,225	$ 8,408
Construction Engineer	$ 159.60	146	$ 23,302	$ -	$ 23,302	$ 7,767
Totals		**250**	**$ 48,527**	**$ -**	**$ 48,527**	**$ 16,175**

Expenses/Materials	Cost	PreCon	Construction	Per Mo.
Local Mileage	$ 975	$ -	$ 975	
Totals	**$ 975**	**$ -**	**$ 975**	**$ 325**

Total Labor/Materials	**$ 49.502**	**$ -**	**$ 49,502**	**$ 16,500**

Additional time extension and Compensation for the period 3/1/23 through May 30, 2023, includes the following:

- ADA/DSA Scope of Work at Adelante ES, Linda Vista ES, George MS Sheppard MS, and San Antonio ES
- Locker Installation at Sheppard MS
- Closeout remaining contracts

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

Date: April 6, 2023

To the Board of Trustees:

Subject: **Notice of Added Architectural Services for Linda Vista Play Structure to Add Construction Services**

Staff Analysis: Fee for additional architectural services for Linda Vista play structure to add construction services per added DSA requested work.

Item	Amount
Added Fee for Construction Admin Services	$9,230.00

Recommendation: Staff recommends that the Board of Trustees approve the proposal provided by Studio W for the fee for construction admin services for the play structure at Linda Vista.

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

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

To the Board of Trustees:

Recommend Approval

6.03
Agenda Placement

Meeting: April 13, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Linda Vista Elementary School
100 Kirk Avenue
San Jose, CA 95127

AGREEMENT INFORMATION:
Date: 08/11/2022

AMENDMENT INFORMATION:
Amendment Number: 001
Date: 03/14/23

OWNER: *(name and address)*
Alum Rock Unified School District
2930 Gay Avenue
San Jose, CA 95127

ARCHITECT: *(name and address)*
Studio W Associates, dba.;
Studio W Architects
1930 H Street
Sacramento, CA 95811

The Owner and Architect amend the Agreement as follows:
DSA required ADA upgrades that were excluded from original contract scope of work and fee:
Path of Travel upgrades, parking lot upgrades, restroom upgrades
These upgrades require construction adminstration services that were not within our original contract scope of work and fee:
Construction Administration (assume 2 weeks construction duration): review submittals, respond to contractor RFI's, (1) punch list review

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Lump Sum Fee: $9,230
Refer to enclosed Attachment A Fee worksheet dated 03/14/2023.

Payment Schedule:
DSA required additional scope: $5,555
Construction Administration: $3,675

Schedule Adjustment:
None

SIGNATURES:

Studio W Architects	Alum Rock Unified School District
ARCHITECT *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**
Brian P. Whitmore President & CEO	Kolvira Chheng Assistant Superintendent of Business Services
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**
03/15/2023	
DATE	**DATE**

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User Notes:
(3B9ADA44)

STUDIO W ARCHITECTS

ATTACHMENT 'A'

LUMP SUM FEE

Alum Rock Unified School District / Linda Vista ES Play Structure Replacement

100 Kirk Avenue, San Jose, CA 95127

Additional Service Amendment 001

TASK	Principal Architect $ 320.00 /hr		Senior Associate Client Leader $ 220.00 /hr		Senior Project Architect $ 170.00 /hr		Project Designer III $ 120.00 /hr		Project Admin IV $ 110.00 /hr		Project Consultants Actual Fee + 15%		TOTAL
	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	NO. HOURS	TOTAL	PROPOSAL	TOTAL	
Project Administration	1	$ 320.00		$ -		$ -		$ -	1	$ 110.00			$ 430
Agency Approval: additional scope - Path of Travel upgrades, parking lot upgrades, restroom upgrades		$ -	4	$ 880.00	22	$ 3,740.00		$ -		$ -			$ 4,620
Bidding Assistance		$ -		$ -		$ -		$ -		$ -			$ -
Construction Administration: Architectural submittal review, RFI responses, (1) punch list review		$ -	8	$ 1,760.00	8	$ 1,360.00		$ -	2	$ 220.00			$ 3,340
CONSULTANT FEES													
NONE											$ -	$ -	$ -
SUB TOTAL OF PROFESSIONAL FEES	**1**	**$ 320.00**	**12**	**$ 2,640.00**	**30**	**$ 5,100.00**	**0**	**$ -**	**3**	**$ 330.00**	**$ -**	**$ -**	**$ 8,390**
Direct Project Expense													$ 840
TOTAL LUMP SUM FEE													**$ 9,230**

3/14/2023

Play Structure Scope

Assumptions

- Survey (CAD) file for each site to be provided by District
- Construction documents, agency approval & close-out only

Scope Exclusions

- Schematic design, design development, bidding & construction phase services
- Civil engineering
- Landscape architect
- Structural engineering
- MEP engineering
- Cost estimates
- Surveying (topographic & underground utility locator)
- Geotechnical engineering
- Hazmat report
- CEQA related services and environmental consultants
- All LEED services
- Calgreen commissioning
- Standby emergency power system design
- Alternative energy source design/ engineering
- Design of formwork, shoring or other means and methods required for construction
- Path of travel upgrades (mitigation of existing non-complying path or travel walkways, curb ramps & non-complying parking lot curb ramps or grading elements)
- Upgrades to existing campus-wide systems or site utilities (fire alarm, clock/bell, data, power, water, sewer, gas, fire water)
- Upgrades to existing electrical, communications, gas, domestic water, fire water, or sewer service connections to the campus
- Seismic upgrades to existing structures
- Restroom ADA upgrades and/or restroom reconfigurations
- Agency or utility company fees
- SWPPP, C.3 and QSP services
- SWPPP permit fee
- SWPPP monitoring or reports during construction (contractor handles SWPPP during construction)
- CGS fees
- Water supply test fee
- Fire flow test fee
- Bid or construction set printing
- DSA inspector of record fees
- Testing and inspections
- Hazardous materials sampling, monitoring or abatement
- Utility energy incentive or rebate applications
- Phased construction
- Subsurface and utility investigation/validation
- Mitigation of contractor deviations from DSA approved plans
- Lift stations and off-site utility design/connections

7.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 17, 2023

Subject: **Quarterly Report on Williams Uniform Complaints**

Staff Analysis: The Quarterly Report on Williams Uniform Complaints lists the number of Complaints received and resolved.
The Santa Clara County Office of Education requires that the District submit a Quarterly Report on Williams Uniform Complaints for all Alum Rock schools. The complaints could be in the areas of insufficient textbooks, teacher vacancy or poor conditions of facilities during January 1, through March 31, 2023. There was no complaints.

Recommendation: Staff recommends the board approval on the 3rd Quarter Report on Williams Uniform Complaints.

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

Approved by: Barbara Campbell Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

7.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Academic School Year 2022-23
Quarterly Report on Williams Uniform Complaints
[Education Code § 35186]

District: Alum Rock Union Elementary School District

Person completing this form: Sandra Garcia Title: Director State and Federal

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

- ☐ Jul 1 – Sep 30, 2022 (due Oct 27, 2022)
- ☐ Oct 1 – Dec 31, 2022 (due Jan 27, 2023)
- ☑ Jan 1 – Mar 31, 2023 (due Apr 27, 2023)
- ☐ Apr 1 – Jun 30, 2023 (due Jul 27, 2023)

Date for information to be reported publicly at governing board meeting: April 13, 2023

Please check the box that applies:

☑ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

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

Dr. Hilaria Bauer

Print Name of District Superintendent

Signature of District Superintendent

Date

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

7.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 13, 2023

Subject: **Resolution No. 48-22/23**
Asian American and Pacific Islander Heritage Month – May 2023

Staff Analysis: Alum Rock Union School District joins with the California State Board of Education in proclaiming the month of May, 2023, as "*Asian American and Pacific Islander Heritage Month*" and encourages all educational communities to commemorate this occasion with appropriate instructional activities.

Recommendation: Staff recommends approval of **Resolution No. 48-22/23,** Asian American and Pacific Islander Heritage Month, as submitted.

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

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

7.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 48-22/23
PROCLAIMING MAY, 2023
"ASIAN AMERICAN AND PACIFIC ISLANDER HERITAGE MONTH"

WHEREAS, the State of California is home to more than 700,000 students of Asian and Pacific Islander descent, kindergarten through grade twelve;

WHEREAS, these students reflect the great diversity of culture and heritage of the many countries of Asia and the Pacific Islands;

WHEREAS, despite the hardships and barriers of the past, the people of Asia and the Pacific Islands who came to this country and their descendants have made substantial contributions to California's economic growth and development and have woven clear, distinct threads into the state's social fabric;

WHEREAS, the Alum Rock Union School District and the California State Board of Education recognize in its *Policy Statement on Multicultural Education* that each student needs an opportunity to understand the common humanity underlying all people; to develop pride in his or her own identity and heritage; and to understand, respect, and accept the identity and heritage of others;

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

WHEREAS, *"Asian American and Pacific Islander Heritage Month"* is celebrated annually at the local, state, and national levels;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union School District joins with the California State Board of Education in proclaiming the month of May, 2023, as "*Asian American and Pacific Islander Heritage Month*" and encourages all educational communities to commemorate this occasion with appropriate instructional activities; and be it further

PASSED AND ADOPTED this 13th day of April, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, 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 April 13, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 13, 2023

Subject: **Resolution No. 49-22/23**
Cinco de Mayo – May 5, 2023

Staff Analysis: Alum Rock Union School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating May 5 as *Cinco de Mayo*, and encourages all educational communities to commemorate this time with appropriate instructional activities.

Recommendation: Staff recommends approval of **Resolution No. 49-22/23,** *Cinco de Mayo,* as submitted.

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

7.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 49-22/23
PROCLAIMING MAY 5, 2023
"CINCO DE MAYO"

WHEREAS, the entire southwestern section of the United States of America, including California, has cultural roots in Mexico; and

WHEREAS, over thirty-seven percent of the population of California is of Hispanic ancestry; and

WHEREAS, many persons of Hispanic ancestry have become world famous in many fields, including politics, labor, religion, education, science, music, art, entertainment, athletics, and scores of other activities; and

WHEREAS, the customs, traditions, and national holidays of Mexico are part of the culture of people whose ancestry is Hispanic; and

WHEREAS, Cinco de Mayo is a significant celebration in Mexico and throughout the southwestern United States and California which commemorates the battle of May 5, 1862 at Puebla, Mexico where the Mexican armed forces led by General Ignacio Zaragoza, were victorious in driving from Mexican soil the expeditionary forces of Napoleon;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union Elementary School District joins with all other educational agencies, governmental bodies, and community organizations in proclaiming and designating May 5 as *Cinco de Mayo*, and encourages all educational communities to commemorate this time with appropriate instructional activities.

PASSED AND ADOPTED this 13th day of April, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, 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 April 13, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: March 13, 2023

Subject: **Resolution No. 51-22/23**
National Environmental Education Week – April 16-22, 2023

Staff Analysis: National Environmental Education Week (EE Week), the nation's largest environmental education event held each year the week before Earth Day, inspires environmental learning and stewardship among K-12 students. The goal is to give students a greater understanding of the environment and gain the skills necessary to solve environmental crises impacting our planet. This year the National Environmental Education Week will be held April 16-22.

Recommendation: Staff recommends approval of **Resolution No. 51-22/23**, National Environmental Education Week, as submitted.

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: April 13, 2023
Regular Board Meeting

Recommend Approval

7.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 51-22/23
PROCLAIMING April 16-22, 2023
"NATIONAL ENVIRONMENTAL EDUCATION WEEK"

WHEREAS, April 16-22 is National Environmental Education Week - the nation's largest celebration of environmental education; and,

WHEREAS, National Environmental Education Week brings together educators, students, government agencies, businesses, communities, non-profit organizations, and others to inspire and promote environmental learning and stewardship of land, air, and water; and,

WHEREAS, the more we understand our connection to the environment, the more the possibilities to influence how those connections impact our health and our planet. Collectively, our small, individual actions add up to a big difference; and,

WHEREAS, environmental education offers countless opportunities to improve lives, protect the environment, and prepare all Americans to address critical environmental challenges ahead; and,

WHEREAS, in support of environmental education, the Alum Rock Union Elementary School District offers outdoor education, gardening programs, STEAM initiatives, and other outdoor learning opportunities to deepen student learning about our environment; and,

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District does hereby adopt this resolution to honor National Environmental Education Week and the commitment to inspire and promote environmental learning and stewardship of land, air, and water.

PASSED AND ADOPTED this 13th day of April, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, 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 April 13, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.05

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: March 13, 2023

Subject: **Resolution No. 50-22/23**
National Teacher Appreciation Week – May 1–5, 2023

Staff Analysis: The Superintendent expresses her gratitude and commends the teachers of the Alum Rock Union School District. The District joins the Governor and Legislature of California in designating May 1-5, 2023, as the State's National Teacher Appreciation Week.

Recommendation: Staff recommends approval of **Resolution No. 50-22/23**, National Teacher Appreciation Week, as submitted.

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

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

To the Board of Trustees:

Recommend Approval

7.05
Agenda Placement

Meeting: April 13, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 50-22/23
PROCLAIMING May 1-5, 2023
"NATIONAL TEACHER APPRECIATION WEEK"

WHEREAS, education is the most vital activity we as a society undertake to ensure the wellbeing of the nation; and

WHEREAS, education is in large measure the result of the talent and commitment of teachers and their ability to inspire, encourage and enlighten; and

WHEREAS, teaching is a profession characterized by skill, knowledge, discipline, tenacity and creativity in the delivery of instruction; and

WHEREAS, teachers are a source of caring, concern, counseling, empathy, warmth and love, and deserve recognition and gratitude for the invaluable work they do; and

WHEREAS, teachers at the Alum Rock Union School District, in particular, educate and motivate students who have not succeeded in other educational settings or have special needs that require unique skills and compassion; and

WHEREAS, teachers at the Alum Rock Union School District have made a crucial difference in the lives of students and are true champions for children, schools and community;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees of the Alum Rock Union School District and the Superintendent express their gratitude and commend the teachers of the Alum Rock Union School District and join the Governor and Legislature of California in designating May 1-5, 2023, as the State's 39th Annual *"National Teacher Appreciation Week"*; and

BE IT FURTHER RESOLVED, that the Board of Trustees of the Alum Rock Union School District and Superintendent encourage activities to recognize and honor teachers on this week.

PASSED AND ADOPTED this 13th day of April, 2023, by the Board of Trustees of the Alum Rock Union School District, County of Santa Clara, State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, President _____

Corina Herrera-Loera, Vice-President _____

Andrés Quintero, Clerk _____

Andrea Flores Shelton, 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 April 13, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

7.06

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: March 14, 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: April 13, 2023
Regular Board Meeting

Recommend Approval

7.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: Seconded by:

Approved: _____ Not Approved: _____ Tabled:

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD **Field Trips for Board Approval: April 13, 2023**

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Adelante I	State Capitol	Sacramento	03/22/23	4th	2	060-3010-0-5815-00-1110-1000-00 0000-280-1190	Tour the Capitol, explore the building and learn on how it's a symbol of the American people and how it's the meeting place of the "Nation's Legislature"
Adelante I	State Capitol	Sacramento	04/05/23	5th	2	060-3010-0-5815-00-1110-1000-00 0000-280-1190	Tour the Capitol, explore the building and learn on how it's a symbol of the American people and how it's the meeting place of the "Nation's Legislature"
Adelante I	O'Neill Sea Odyssey	Santa Cruz	04/04/23	6th	2	060-3010-0-5815-00-1110-1000-00 0000-280-1190	Students will learn about the relationship between oceans and their lives.
Renaissance @ Fisher	CA Academy of Science	San Francisco	05/10/2023	7th	2	060-3010-0-5835-00-1110-1000-00 0000-290-1190	Students will learn about what an ecosystem is and will explore different types of ecosystems.

Alum Rock Union Elementary School District

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Renaissance @ Fisher	CA Academy of Science	San Francisco	05/11/2023	7th	4	060-3010-0-5835-00-1110-1000-00 0000-290-1190	Students will learn about what an ecosystem is and will explore different types of ecosystems.
Lyndale	Mission San Juan Bautista	San Juan Bautista San Benito County	05/03/2023	4/5	3	060-3010-0-5720-00-1110-1000-00 0000-030-1190	Students will gain insight into what life was like in a working mission.
San Antonio	**Saratoga Walden West**	**Saratoga**	**05/15/2023 05/19/2023**	**5th**	**2**	**060-3010-0-5815-00-1110-1000-00000 0- 240-1190 010-0000-0-5815-00-1110-1000-00000 0- 240-2850 - 060-3010-0-5720-00-1110-1000-00000 0- 240-1190 -**	**Science Camp to learn about our environment and how to be better at conserving water, food and electricity.**
Aptitud	Alcatraz Island	San Francisco	05/23/2023	7th	2	060-3010-0-5835-00-1110-1000-00 0000-120-1190	Visit a CA landmark which is part of State History and Literature.
Adelante II	Natural Bridges Tidepools	Santa Cruz	05/08/2023	2nd	2	060-3010-0-5720-00-1110-1000-00 0000-285-1190	Introduce students to the species and habitat of the tidepools so they understand the changes that happen in our environment.

Alum Rock Union Elementary School District

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Lyndale	San Francisco Fisherman's Wharf	San Francisco	05/24/2023	5th	1	060-3010-0-5720-00-1110-1000-00 0000-030-1190	Students will learn about the ecosystem of the Bay and study the historical landmarks of San Francisco and its history.
Adelante II	**Walden West Science Camp**	**Saratoga**	**05/02/2023-05/05/2023**	**5th**	**2**	**060-9010-0-5815-00-1110-1000-00 0000-285-2110**	**To participate in ecological/environmental science activities and camp**
Adelante I	Oakland Zoo	Oakland	04/19/2023	1st	1	060-3010-0-5815-00-1110-1000-00 0000-280-1190	Educational Animals and their body parts
Adelante I	**Walden West**	**Saratoga**	**05/22/2023 - 05/26/2023**	**5**	**2**	**PTA**	**Explore & learn about the natural science during a five day residential science camp program**
Aptitud	Roaring Camp Railroad	Felton, Santa Cruz County	05/30/2023	5th	2	060-3010-0-2835-00-1110-1000-00 0000-120-1190	Students will have opportunities for hands-on learning to support understanding of gold rush era California history.
Ryan	**Walden West Science Camp**	**Saratoga**	**05/30/2023-06/02/2023**	**5th**	**3**	**060-3010-0-5808-00-1110-1000-00 0000-100-1190**	**Learning about habitats in our surroundings. Types of geographical features and natural forest.**

Alum Rock Union Elementary School District

Field Trip Information Sheet

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
San Antonio	San Joaquin County Office of Education	Stockton	05/13/2023	4th	1 student	N/A	State Spelling Bee Championship
Ocala	**Guided College Tours**	**Monterey County / San Luis Opisbo**	**05/08/2023 - 05/09/2023**	**6th, 7th, 8th**	**3**	**010-0000-0-1190-00-1110-2700-00 0000-260-5001**	**Students will compare/contrast the different colleges including prerequisites, graduation requirements and campus life.**
Ocala/George	CSU East Bay	Hayward, Alameda County	04/22/2023	6th, 7th 8th	11 students	010-0000-0-5720-00-1110-1000-00 0000-305-1140	Regional Mesa Day

7.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **INFORMATION/PRESENTATION: Local Control Accountability Plan (LCAP) – Initial Findings Presentation**

Staff Analysis: Staff will provide an LCAP Initial Findings summary based on stakeholders' input. LEAs are required to include a summary of stakeholders' input as part of the LCAP development process per Education Code section 52060.

Recommendation: Information / Presentation

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

Approved by: Barbara Campbell BC Title: Asst. Superintendent, Instructional Services

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Information/Presentation

7.07
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
2930 Gay Avenue, San Jose, CA 95127

7.08

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 6, 2023

Subject: **Resolution No. 57-22/23**
Mental Health Awareness Month – May, 2023

Staff Analysis: Mental Health Awareness Month in May is a time to raise awareness of those living with mental health issues and to help reduce the stigma associated with mental illness. Mental illnesses are real and prevalent in our District and our Nation. After the last two years of living with the pandemic, many people are experiencing stress, isolation, uncertainty, and it is taking a toll on their well-being. With identification, appropriate support and prevention, individuals are able to grow and thrive successfully. Therefore, during Mental Health Awareness Month, ARUSD encourages our schools and community stakeholders to recommit to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all ARUSD students and the greater Alum Rock community with mental health conditions.

Recommendation: Staff recommends approval of **Resolution No. 57-22/23**, Mental Health Awareness Month, as presented.

Submitted by: Dr. Imee Almazan IA Title: Director, Social and Emotional Learning

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

7.08
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: 592fcc87ee68cc5ae470f53a1e399e98a439c389

Resolution No. 57-22/23
PROCLAIMING MAY, 2023
"MENTAL HEALTH AWARENESS MONTH"

WHEREAS, Half of the population will experience some type of mental health challenge over the course of a lifetime; and

WHEREAS, mental health challenges are one of the most common health conditions in California, affecting children of all ages and impacting both the person experiencing mental health challenges and those persons who care and love the person facing the challenge; and

WHEREAS, one out of every 24 Californian's with a serious mental illness have difficulty functioning in everyday life and if left untreated, have life expectancies 25 years shorter than the general population; and

WHEREAS, every day, millions of people face stigma related to mental health and may feel isolated and alone, going years before receiving any help; and

WHEREAS, recovery can and does happen, and all Californians should know that support and help is available regardless of any individual's situation; and

WHEREAS, creating a school district community where everyone feels comfortable reaching out for the support they deserve is crucial to ending the stigma around mental health; and

WHEREAS, access to support and ending the stigma is of paramount importance; and

WHEREAS, the Alum Rock Union Elementary School District Board of Trustees wishes to enhance public awareness of mental health.

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 May, 2023 as "Mental Health Awareness Month" and encourages our schools and community stakeholders to recommit to increasing awareness and understanding of mental health, the steps our citizens can take to protect their mental health, and the need for appropriate and accessible services for all ARUSD students and the greater Alum Rock community with mental health conditions.

PASSED AND ADOPTED this 13th day of April 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 _____

Andrea Flores Shelton, 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 April 13, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

Dropbox Sign

Audit trail

Title	Mental Health Awareness Month Board Cover
File name	Mental Health Awa...h Board Cover.pdf
Document ID	592fcc87ee68cc5ae470f53a1e399e98a439c389
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History

SENT	**04 / 07 / 2023** 16:38:08 UTC	Sent for signature to Dr. Imee Almazan (imee.almazan@arusd.org) from edith.aldama@arusd.org IP: 206.213.189.98
VIEWED	**04 / 07 / 2023** 16:44:23 UTC	Viewed by Dr. Imee Almazan (imee.almazan@arusd.org) IP: 206.213.189.99
SIGNED	**04 / 07 / 2023** 16:44:43 UTC	Signed by Dr. Imee Almazan (imee.almazan@arusd.org) IP: 206.213.189.99
COMPLETED	**04 / 07 / 2023** 16:44:43 UTC	The document has been completed.

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

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

To the Board of Trustees:
Information Only
8.01
Agenda Placement

Meeting: April 13, 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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

April 13, 2023

CERTIFICATED RESIGNATIONS:

I. **Resignation:**

1.	Leathers, Tracy	Principal/Ocala Steam Academy	06/30/2023

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

April 13, 2023

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Gupta, Deepali	Campus Paraeducator/Painter	02/14/2023
2.	Hernandez, Magdalia	Bus Monitor & Campus Paraeducator/ Special Education Department & Hubbard	06/30/2023
3.	Lara, Rose	Campus Paraeducator/Painter	02/27/2023
4.	Marquez, Rosalinda	Paraeducator 9.5mo & Campus Paraeducator/ Dorsa	04/10/2023
5.	Martin, Jeremy E	Paraeducator 9.5 mo/McCollam	04/03/2023
6.	Zamora, De La Salette	Child Nutrition Assistant II/San Antonio	03/20/2023

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

8.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve Declaration of Need For Fully Qualified Educators for 2023/2024.**

Staff Analysis:

This is required to meet the procedures for issuing and renewing emergency permits consistent with Title V regulations pertaining to Section 80026 Declaration of Need for Fully Qualified Educators. The Declaration will ease the paperwork previously required for each individual statement of need, and instead provide a single statement to be submitted annually to the Commission on Teacher Credentialing.

Recommendation:

District administration is recommending that the Board of Trustees declare the need for fully qualified educators.

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

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

8.02

Agenda Placement

Meeting: April 13, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

State of California
Commission on Teacher Credentialing
Certification Division
1900 Capitol Avenue
Sacramento, CA 95811-4213

Email: credentials@ctc.ca.gov
Website: www.ctc.ca.gov

DECLARATION OF NEED FOR FULLY QUALIFIED EDUCATORS

Original Declaration of Need for year: 2023-24

Revised Declaration of Need for year: _____

FOR SERVICE IN A SCHOOL DISTRICT OR DISTRICT/COUNTY AUTHORIZED CHARTER SCHOOL

Name of District or Charter: Alum Rock Union Elementary School Dist. District CDS Code: 69369

Name of County: Santa Clara County CDS Code: 43

By submitting this annual declaration, the district is certifying the following:

- A diligent search, as defined below, to recruit a fully prepared teacher for the assignment(s) was made
- If a suitable fully prepared teacher is not available to the school district, the district will make a reasonable effort to recruit based on the priority stated below

The governing board/body of the school district or charter school specified above adopted a declaration at a regularly scheduled public meeting held on 04 /13 /2023 certifying that there is an insufficient number of certificated persons who meet the district's specified employment criteria for the position(s) listed on the attached form. The attached form was part of the agenda, and the declaration did NOT appear as part of a consent calendar.

► ***Enclose a copy of the board agenda item***

With my signature below, I verify that the item was acted upon favorably by the board. The declaration shall remain in force until June 30, 2024.

Submitted by (Superintendent, Board Secretary, or Designee):

Hilaria Bauer, Ph.D.		Superintendent
Name	*Signature*	*Title*
408 928-6416	408 928-6822	
Fax Number	*Telephone Number*	*Date*

2930 Gay Avenue, San Jose, CA 95127
Mailing Address

hilaria.bauer@arusd.org
EMail Address

FOR SERVICE IN A COUNTY OFFICE OF EDUCATION, STATE AGENCY, CHARTER SCHOOL OR NONPUBLIC SCHOOL AGENCY

Name of County _____ County CDS Code _____

Name of State Agency _____

Name of NPS/NPA _____ County of Location _____

The Superintendent of the County Office of Education or the Director of the State Agency or the Director of the NPS/NPA specified above adopted a declaration on ____/____/____, at least 72 hours following his or her public announcement that such a declaration would be made, certifying that there is an insufficient number of certificated persons who meet the county's, agency's or school's specified employment criteria for the position(s) listed on the attached form.

The declaration shall remain in force until June 30, _____.

▶ ***Enclose a copy of the public announcement***

Submitted by Superintendent, Director, or Designee:

Name	*Signature*	*Title*
Fax Number	*Telephone Number*	*Date*

Mailing Address

EMail Address

▶ *This declaration must be on file with the Commission on Teacher Credentialing before any emergency permits will be issued for service with the employing agency*

AREAS OF ANTICIPATED NEED FOR FULLY QUALIFIED EDUCATORS

Based on the previous year's actual needs and projections of enrollment, please indicate the number of emergency permits the employing agency estimates it will need in each of the identified areas during the valid period of this Declaration of Need for Fully Qualified Educators. This declaration shall be valid only for the type(s) and subjects(s) identified below.

This declaration must be revised by the employing agency when the total number of emergency permits applied for exceeds the estimate by ten percent. Board approval is required for a revision.

Type of Emergency Permit	**Estimated Number Needed**
CLAD/English Learner Authorization (applicant already holds teaching credential)	20
Bilingual Authorization (applicant already holds teaching credential)	10
List target language(s) for bilingual authorization: Spanish, Vietnamese	
Resource Specialist	5
Teacher Librarian Services	0

LIMITED ASSIGNMENT PERMITS

Limited Assignment Permits may only be issued to applicants holding a valid California teaching credential based on a baccalaureate degree and a professional preparation program including student teaching.

Based on the previous year's actual needs and projections of enrollment, please indicate the number of Limited Assignment Permits the employing agency estimates it will need in the following areas. Additionally, for the Single Subject Limited Assignment Permits estimated, please include the authorization(s) which will be requested:

TYPE OF LIMITED ASSIGNMENT PERMIT	ESTIMATED NUMBER NEEDED
Multiple Subject	10
Single Subject	30
Special Education	20
TOTAL	60

AUTHORIZATION(S) FOR SINGLE SUBJECT LIMITED ASSIGNMENT PERMITS (A separate page may be used if needed)	ESTIMATED NUMBER NEEDED
Math	10
English	10
Science - Biology	10
Science - Physics	5

EFFORTS TO RECRUIT CERTIFIED PERSONNEL

The employing agency declares that it has implemented in policy and practices a process for conducting a diligent search that includes, but is not limited to, distributing job announcements, contacting college and university placement centers, advertising in local newspapers, exploring incentives included in the Teaching as a Priority Block Grant (refer to www.cde.ca.gov for details), participating in state and regional recruitment centers and participating in job fairs in California.

If a suitable fully prepared teacher is not available to the school district, the district made reasonable efforts to recruit an individual for the assignment, in the following order:

- A candidate who qualifies and agrees to participate in an approved internship program in the region of the school district
- An individual who is scheduled to complete initial preparation requirements within six months

EFFORTS TO CERTIFY, ASSIGN, AND DEVELOP FULLY QUALIFIED PERSONNEL

Has your agency established a District Intern program? ☑ Yes ☐ No

If no, explain. _____

Does your agency participate in a Commission-approved college or university internship program? ☑ Yes ☐ No

If yes, how many interns do you expect to have this year? 20

If yes, list each college or university with which you participate in an internship program.

San Jose State University, National Universtiy, Loyola Marymount,
Santa Clara University, California State, East Bay

If no, explain why you do not participate in an internship program.

8.03

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: **Approve Resolution # 54-22/23 Classified School Employees Week, May 21-27, 2023.**

Staff Analysis:

Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of the classified school employees to quality education in the state of California and in the Alum Rock Union Elementary School District and declares the week of May 21, 2023 through May 21, 2023 as Classified School Employees Week in the Alum Rock Union Elementary School District.

Recommendation:

District Administration is recommending that the Board of Trustees approve Resolution #54-22/23.

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

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

Meeting: April 13, 2023 Regular Board Meeting

8.03

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
Resolution # 54-22/23
Proclaiming May 21 - 27, 2023
"CLASSIFIED SCHOOL EMPLOYEES WEEK"

WHEREAS, classified school employees provide valuable services to the schools and students of the Alum Rock Union Elementary School District; and

WHEREAS, classified school employees contribute to the establishment and promotion of a positive instructional environment; and

WHEREAS, classified school employees serve a vital role in providing for the welfare and safety of Alum Rock Union Elementary School District students; and

WHEREAS, classified school employees employed by Alum Rock Union Elementary School District strive for excellence in all areas relative to the educational community;

NOW, THEREFORE, BE IT RESOLVED, that the Alum Rock Union Elementary School District hereby recognizes and wishes to honor the contribution of classified school employees to quality education in the State of California and in the Alum Rock Union Elementary School District and declares the week of May 21 - 27, 2023 as *Classified School Employees Week* in the Alum Rock Union Elementary School District.

PASSED AND ADOPTED this 13th day of April 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 _____

Andrea Flores Shelton, 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 April 13, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

8.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve New Job Description – Equity, Diversity and Inclusion Coordinator**

Staff Analysis:

The Equity, Diversity and Inclusion Coordinator (EDI) will support district staff in the development of learning opportunities and student success centered on racial equity, ethnic studies and intersectionality of equity in ARUSD. The Coordinator is responsible for ensuring equity is embedded in the work of all the schools and departments. The Coordinator will work with all schools and departments to support academic fairness and integration, as well as ensure that every child has the resources, teachers, interventions and support they need to be successful. The coordinator will work with district staff in the development, distribution and implementation of Ethnic Studies.

Recommendation:

District administration is recommending that the Board of Trustees approve the revised management position and job description – Equity, Diversity and Inclusion Coordinator.

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

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

8.04

Agenda Placement

Meeting: April 13, 2023
Special 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

POSITION TITLE: **Equity, Diversity and Inclusion Coordinator**

REPORTS TO: Assistant Superintendent of Instructional Services

FUNCTIONS: The Equity, Diversity and Inclusion Coordinator (EDI) will support district staff in the development of learning opportunities and student success centered on racial equity, ethnic studies and intersectionality of equity in ARUSD. The Coordinator is responsible for ensuring equity is embedded in the work of all the schools and departments. The Coordinator will work with all schools and departments to support academic fairness and integration, as well as ensure that every child has the resources, teachers, interventions and support they need to be successful. The coordinator will work with district staff in the development, distribution and implementation of Ethnic Studies.

AREAS OF RESPONSIBILITY:

- Develop, implement, and monitor programs and processes that promote and sustain diversity and equity.
- Design, coordinate and/or facilitate diversity and equity workshops, presentations, learning opportunities and other strategies to promote diversity, equity and inclusion.
- Review, recommend and implement policies, regulations and procedures that address issues of disproportionality, diversity and cultural competency.
- Coordinate data collection, entry and reporting processes relative to equity work and practices.
- Use data to monitor and report progress of programs and students
- Assist in improving community wide engagement with a diverse population.
- Work with district and schools site staff to plan and facilitate events for families for the purpose of increasing family knowledge of equity content and pedagogy.
- Assist in pursuing grant opportunities in the area of equity, diversity and inclusion.
- Develop, implement, train staff and monitor ethnic studies implementation.
- Convene and facilitate the Equity Committee throughout the year.
- Support and provide advisory and consultation about equitable practices at all sites and departments.
- Assist Human Resources in identifying and participating in recruitment to attract a more diverse pool of candidates for all job openings.
- Facilitate discussions and activities with district administrators, school site administrators, and teachers regarding their understanding of equity, including racial equity and educational equity.
- Collaborate with teachers, counselors and TOSA's across disciplines to strengthen and deepen consistent racial equity practices.
- Coordinate the creation of implementation agreements for culturally responsive practices, ensuring practices are created, communicated and supported with training.
- Support the implementation of the Strategic Plan
- Support the development of district plans and monitoring for equity

OTHER JOB FUNCTIONS:

- Attend management and safety meetings
- Participate in any district wide stakeholder input meetings
- Perform other duties as assigned

QUALIFICATIONS:

- Strong knowledge of theory, current research and emerging promising practices in equity education as applied to instruction, anti-bias education and culturally sustaining practices.
- Strong understanding of ethnic studies framework.
- Knowledge of current and emerging practices in teaching adults.
- A cooperative and supportive attitude in working with teachers, students, principals, and other staff.
- General data entry, analysis, and technology skills (knowledge of calpads, excel, student data systems)
- At Least 5 years of successful classroom teaching experience as evidenced by performance evaluations, promotions, value added data and other evidence of instructional excellence.

EDUCATION/CERTIFICATION

- Valid California Administrative Services credential
- BA or BS degree in education, counseling, social work or closely related fields
- Master's degree or higher, with a major concentration of work in educational administration.

EXPERIENCE:

- Administrative experience at various related levels

SKILLS, KNOWLEDGE AND ABILITIES:

- Excellent verbal and written communication
- Ability to establish and maintain positive relationships with staff, students, and community
- Demonstrate cultural competency and ability to work with diverse groups of people
- Operating a computer and assigned software (Google Suite, Microsoft Word, etc.)
- Experience facilitating group discussions
- Ability to identify problems and their resolutions
- Demonstrate sound judgment, social competency, adaptability, self-confidence, initiative, enthusiasm and resourcefulness.

WORKING CONDITIONS:

ENVIRONMENT:

- Office environment with constant interruptions

- Field work visiting schools/facilities

PHYSICAL DEMANDS:

- Dexterity of hands and fingers to operate a computer keyboard and other equipment
- Hearing and speaking to exchange information in person or on the telephone
- Seeing to read a variety of print materials, monitor or projection devices
- Sitting, walking, standing for extended periods of time
- Driving a vehicle to conduct site visitations (CA license required)

TERMS OF EMPLOYMENT:

SALARY PLACEMENT:	Certificated Management Salary Schedule
WORK YEAR:	12 Months/210 days
EVALUATION:	Performance of this position will be evaluated in accordance with the district administrative evaluation process.
BOARD APPROVED:	Pending

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

9.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: February 13, 2023

Subject: **Devine Intervention Services**

Staff Analysis: Ms. Devine will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock School District per students Individualized Education Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

Recommendation: Staff recommends that the Board of Trustee approve the contract with Devine Intervention Services for the 2023-2024 school year. The cost of this contract is $202,212. Mental Health restricted funds will be used.

Submitted by: Anthony Colonna Title: Director, Special Education

Approved by: Barbara Campbell Title: Asst. Superintendent of Instructional Services

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

9.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Anthony Colonna, Director Special Education

☑ **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: Devine Intervention Services

Address: P.O. Box 53663 City: San Jose State: CA Zip: 95153

Phone: (415) 298-6472 Email Address: DevineInterventionServices@gmail.com

SSN: 545-67-8926 or Fed I.D. #: _____

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, 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").

Contractor will provide Mental Health services and behavior clinical support to special education TK-5th grade students within the Alum Rock District per students' Individualized Educational Program (IEP) requirements. Contractor will manage cases of students with counseling IEP services for the District.

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:** $137.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	3327	0	5815	00	5750	1190	000000	380	3327	190,498.50	
080	6500	0	5815	00	5750	1130	000000	380	1750	11,713.50	

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

Proposed Contract for Devine Intervention Services for the 2023-2024 school year at Alum Rock Union School District, Special Education Department:

Start Date: July 1, 2023
End Date: June 30, 2024
Rate of Pay: $137/ hour
Timeline: 7.5 hours per day for 180-day School Year (1,350 hours) with Extended School Year (approximately 4.5 hours for 20 days= 90 hours); 3-4 additional hours per month as needed to attend required IEP meetings, case management for all SPED counseling cases (collaboration, training, and guidance for SPED therapists), family collaboration meetings and therapeutic support (a maximum of 36 hours);
Maximum number of hours for the 2023-2024 school year: 1,476
Caseload: Maximum number of students on caseload: 23 students
Job Title: Therapeutic Coordinator for the Special Education Department
Services to be Performed:
Erin Devine, Licensed Marriage and Family Therapist #98035 will provide behavioral and therapeutic support services for students with IEPs. Services to include: both individual and group therapy sessions; Social Emotional Learning consultation; participation in IEP meetings; provide professional development for families and staff to meet the mental health needs of ARUSD students; and collaboration with IEP teams. Therapist will also manage the cases of students with counseling IEP services for the Special Education Department. This includes tracking the cases, training and collaborating with therapists, and case management.

Erin Devine, LMFT #98035
Devine Intervention Services
San Jose, CA

2/7/2023
Date

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Lozano Smith, LLP**

Staff Analysis: Lozano Smith will counsel on issues related to special education to ensure compliance. Attorney will also consult and assist staff in developing legally defensible IEP's aligned with the most current information regarding special education law.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Lozano Smith, LLP for the 2023-2024 school year. The cost of this contract is $125,000.

Submitted by: Anthony Colonna Title: Director, Special Education

Approved by: Barbara Campbell Title: Asst. Superintendent of Instructional Services

To the Board of Trustees:

Recommend Approval

9.02

Agenda Placement

Meeting: April 13, 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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education Department (School/Dept.) VENDOR NO. 21317

Submitted by: Anthony Colonna, Director Special Education

☑ **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: Lozano Smith, LLP

Address: 7404 Spalding Ave. City: Fresno State: CA Zip: 93720

Phone: (559) 431-5600 Email Address: agarcia@lozanosmith.com

SSN: _____ or Fed I.D. #: 80-0874383

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, 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").

Lozano Smith will counsel on issues related to special education to ensure compliance. Attorney will also consult and assist staff in developing legally defensible IEP's aligned with the most current information regarding special education law.

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:** $150.00-375.00/hr per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5810	00	5001	2100	000000	380	1820	125,000	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

LS Lozano Smith
ATTORNEYS AT LAW

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT ("Client") and the law firm of LOZANO SMITH, LLP ("Attorney") (each a "Party" and collectively the "Parties"). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. ENGAGEMENT. Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client's inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client's interests, to keep Attorney fully informed of developments material to Attorney's representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. RATES TO BE CHARGED. Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement).

3. REIMBURSEMENT. Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of $1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. MONTHLY INVOICES. Attorney shall send Client a statement for fees and costs incurred every calendar month (the "Statement"). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT. The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication

methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. POTENTIAL AND ACTUAL CONFLICTS OF INTEREST. If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. INDEPENDENT CONTRACTOR. Attorney is an independent contractor and not an employee of Client.

8. TERMINATION.

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the

services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. MAINTENANCE OF INSURANCE. Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. CONSULTANT SERVICES. Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. DISPUTE RESOLUTION.

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for

arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. ENTIRE AGREEMENT. This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. SEVERABILITY. Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	**ATTORNEY SIGNATURE**
Alum Rock Union Elementary School District	**Lozano Smith, LLP**
BY *(Authorized Signature)*	BY *(Authorized Signature)* Karen M Rezendes
PRINTED NAME AND TITLE OF PERSON SIGNING Hilaria Bauer, Ph.D., Superintendent	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 03/02/2023

LS Lozano Smith
ATTORNEYS AT LAW

PROFESSIONAL RATE SCHEDULE
FOR ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	$ 275 - $ 375 per hour
Associate	$ 215 - $ 295 per hour
Paralegal / Law Clerk	$ 150 - $ 200 per hour
Consultant	$ 150 - $ 200 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.
** Rates for work performed by Senior Partners with 20 years of experience or more may range from $375 - $450 per hour. [1]

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	$ 0.25 per page
Facsimile	$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

[1] Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	$ 400 per hour
Associate	$ 375 per hour
Paralegal / Law Clerk	$ 200 per hour

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 22, 2023

Subject: **Galileo Learning, LLC dba Camp Galileo**

Staff Analysis: Camp Galileo will offer summer camps to 300 students K-5 across two sites. Students will have the opportunity to create STEAM projects, participate in hands-on collaboration and outdoor summer activities.

Recommendation: Staff recommends approval of the contract with Camp Galileo in the amount of $562,500.

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

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

9.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Programs (School/Dept.) VENDOR NO. _____

Submitted by: Sandra Garcia

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

   Name of Individual/Company: Galileo Learning, LLC dba Camp Galileo

   Address: 1021 3rd Street City: Oakland State: CA Zip: 94607

   Phone: (800) 854-3684 Email Address: kbencher@galileo-learning.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date April 14, 2023 end date August 31, 2023

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

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

   Camp Galileo will offer summer camps to 300 students K-5 across two sites.
   Students will have the opportunity to create STEAM projects, participate in hands-on collaboration
   and outdoor summer activities.

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:** $562,500 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$562,500	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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1021 Third Street Oakland, CA 94607
800.854.3684
galileo-camps.com

EXPANDED LEARNING PROVIDER AGREEMENT

This Vendor Agreement (this "**Agreement**") is made by and between Alum Rock Union School District ("**District**") and Galileo Learning, LLC ("**Vendor**"). District and Vendor are each a "**Party**" and together the "**Parties**."

Vendor represents and warrants that Vendor operates an independent and bona fide business that provides enrichment services to schools. It is the desire of District to engage the services of Vendor. Such services and the relationship between District and Vendor shall be governed according to the following terms and conditions:

1. Services to be Performed. Vendor agrees to perform the services (the "**Services**") detailed in Attachment A. Vendor assumes full responsibility for the performance of the Services and Vendor warrants that it is fully qualified and sufficiently staffed with its own employees to perform such Services.

Vendor shall perform the Services at a level of performance consistence with industry practices, including timeliness, accuracy, professionalism, competency, reliability, and in all cases, satisfactory to District in its reasonable discretion. If Vendor does not perform the Services at a level of performance satisfactory to District, District shall communicate each instance to the Vendor's site coordinator in writing. After receiving such written communication, the Vendor shall promptly rectify each instance in a commercially reasonable manner and enact procedures to prevent the recurrence of the noted instances.

2. Term and Termination. The term of this Agreement (the "**Term**") commences on the Effective Date (as defined on the signature page hereof) and continues through August 31, 2023, and will only extend or renew by written agreement of both Parties. Either Party may terminate this Agreement without cause upon 30 prior days written notice, or at any time for cause with seven (7) days prior written notice. In the event of termination for any reason, District shall pay Vendor any unpaid portion of Services actually provided through the Effective Date and Vendor will be entitled to retain any Non-Refundable Deposits (as defined in Attachment B).

3. Payment. In consideration for the Services to be performed by Vendor, District agrees to pay Vendor as outlined in Attachment B, to be invoiced at most monthly. District shall pay invoices within 30 days of receipt.

4. Budget and Expenses. Subject to the terms of this Agreement, Vendor agrees that District will have overall authority to determine financial matters in connection with the program as described in Attachment A and to establish administrative and policy matters in connection with procurement and performance of the Services, including, but not limited to, designating the terms and conditions thereof.

Any budget modifications requested by Vendor shall be submitted for approval by District no later than 45 days prior to the applicable invoice period, and shall be approved by District at its sole discretion. Vendor must provide detailed program documentation with specific cost breakdowns when submitting the budget modifications for approval.

Any modifications to the Services to be performed by Vendor requested by District must be approved by

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Vendor and if such modification results in a change in budget or expenses, Attachment A will only be modified if District approves such budget modification.

Unless otherwise agreed to in writing, Vendor shall be responsible for all out-of-pocket expenses incurred while performing Services under this Agreement. District shall only reimburse Vendor for reasonable and pre-approved out-of-pocket expenses necessarily incurred in connection with the performance of Service under this Agreement. Vendor must receive approval in writing and shall submit an itemized statement of such expenses. District shall pay Vendor within 30 days of receipt of a valid request.

5. Materials. Vendor will furnish all materials, equipment and supplies used to provide the Services. Unless otherwise noted in this Agreement, District shall provide Vendor with space at no cost that accommodates the scope of each element of the enrichment programming Vendor operates.

6. Conditions of Vendor Services. As a condition of Vendor being selected to provide the Services, Vendor shall provide District the following, along with any other materials noted in the checklist on Attachment D:

- Completion of Certification of Criminal Background Clearance and Tuberculosis (TB) Clearance for any employees or agents that may have contact with pupils (Attachment C);
- Proof of insurance as it relates to the Services, which are detailed in Section 11 of this Agreement;
- W-9

7. Conflict of Interest. Vendor warrants that no District employee, or immediate family member of a District employee, owns or holds any substantial financial interest in the Vendor, except where such ownership or interest consists of securities in a publicly-traded company.

8. Intellectual Property Ownership and Marks. In no event shall either Party alter, remove, obscure, erase, deface, or hide from view any copyright, trademark, or other proprietary rights notice of the other Party contained on or incorporated into any deliverable provided hereunder. District and Vendor acknowledge that title to all intellectual property rights, including patent, copyright, trademark, and trade secret rights in products and materials developed and provided to the other Party (including any modifications, enhancements, versions, releases, or correction levels to those products and materials) shall remain exclusively with the Party providing such product and materials. A Party does not, by this Agreement, transfer or assign any of its intellectual property rights to the other Party.

9. Use of Student Data. Each Party understands and agrees that, in connection with this Agreement, the Party may have access to proprietary or confidential information which may be owned or controlled by the other Party and that such information may contain proprietary details, the disclosure of which to third parties will be damaging to that Party. Each Party also understands and agrees that the disclosure of such information may violate state and/or federal law and may subject that Party to civil liability. Consequently, each Party agrees that all information disclosed to that Party by the other Party hereto shall be held in strict confidence and used only in performance of the Agreement, unless disclosure is required by law or court order. Each Party shall exercise the same standard of care to protect such information as is used to protect its own proprietary or confidential information. Each Party shall comply at all times with the requirements of State and Federal law governing the confidentiality and handling of student records including without limitation the Family Educational Records Privacy Act ("**FERPA**"), and California Education Code sections 49073 and sequential. Each Party shall only access and use confidential student information for the performance of its responsibilities under this Agreement or pursuant to prior written parent consent or other provision of State or Federal law governing confidential student information. The confidentiality provisions of this Agreement shall survive the termination or expiration of this Agreement.

10. Vendor Status. This Agreement is a bona fide business-to-business contracting relationship as provided

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by Labor Code section 2750.3. Vendor is an independent contractor, not an employee of District. Nothing in this Agreement shall confer upon any officer, director, employee, vendor, contractor, subcontractor, affiliate, volunteer or representative of Vendor any rights or remedies, including any right to employment, as an employee of District. Vendor and District agree to the following rights consistent with a Vendor relationship:

1. Vendor has the right to perform Services for others during the Term.
2. Vendor has the sole right to control and direct the means, manner and method by which the Services will be performed to the extent the provision of Vendor's Services are consistent with the responsibilities set forth herein.
3. Vendor has the right to hire assistants as subcontractors, or to use employees to provide the Services.
4. Vendor or Vendor's employees or subcontractors shall perform the Services; District shall not hire, supervise or pay any assistants to help Vendor.
5. Neither Vendor nor Vendor's employees or subcontractors shall receive any training from District in the skills necessary to perform the Services.
6. District shall not require Vendor or Vendor's employees or subcontractors to devote full time to performing the Services.
7. Neither Vendor nor Vendor's employees or subcontractors are eligible to participate in any employee pension, health, vacation pay, sick pay or other fringe benefit plan of District.

11. Insurance. District shall have no obligation to provide insurance or benefits of any kind for Vendor, or its business, or any officer, director, employee, subcontractor, volunteer or other representative of Vendor in any capacity. Vendor shall procure and maintain during the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services and the results of that work by the Vendor, and its agents, representatives, employees or subcontractors. The minimum scope and limit of insurance coverage shall be at least as broad as follows:

1. Commercial General Liability with limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate for products and completed operations, personal and advertising injury, property damage and bodily injury, including coverage for claims of sexual abuse and molestation.
2. Automobile Liability with limits no less than $1,000,000 for each occurrence, combined single limit for bodily injury and property damage, including owned, hired, and non-owned autos.
3. Workers' Compensation as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than $1,000,000 per accident.
4. The Vendor shall maintain unemployment insurance for any employees.

Other Insurance Provisions: The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. Additional Insured Status: District, its officers, directors, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations.
2. Primary Coverage: For any claims related to the Agreement, the Contractor's insurance coverage shall be primary insurance with respect to District, its officers, directors, officials, employees, and volunteers. Any insurance or self-insurance maintained by District, its officers, directors, officials, employees, or volunteers shall be excess of the Vendor's insurance and shall not contribute with it.
3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with a minimum of three (3) days' notice to District.
4. Waiver of Subrogation: Vendor hereby grants District a waiver of any right to subrogation which any insurer of said Vendor may acquire against District by virtue of the payment of any loss under such insurance. Vendor agrees to obtain any endorsement that may be necessary to affect this

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waiver of subrogation, but this provision applies regardless of whether or not District has received a waiver of subrogation endorsement from the insurer.

5. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise accepted in writing by District.
6. Verification of Coverage: Vendor shall furnish District with original certificates and amendatory endorsements or copies of the applicable policy language affecting coverage required by this clause upon request. All certificates and endorsements are to be received and approved by District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Vendor's obligation to provide them. District reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

12. Local, State and Federal Taxes. Vendor shall pay all income taxes and FICA (Social Security and Medicare taxes) incurred while performing Services. District will not:

1. Withhold FICA from Vendor's payments or make FICA payments on Vendor's behalf;
2. Make state or federal unemployment compensation contributions on Vendor's behalf; or
3. Withhold state or federal income tax from Vendor's payments.

Vendor shall be solely responsible for the reporting and payment of any federal, state and/or local income tax or other withholdings on the compensation provided for the Services on behalf of Vendor and any officer, director, employee, vendor, contractor, subcontractor, affiliate, volunteer or representative of Vendor. District shall have no duty to defend or indemnify Vendor against any tax claim or assessment associated with any payments under this Agreement. Vendor shall cooperate in the defense of any tax claims brought against District associated with any such payments.

If Vendor is required to pay any federal, state or local sales, use, or value added taxes based on the Services, the taxes shall be separately billed to District . Vendor shall not charge any interest or penalties incurred due to late payment or nonpayment of any taxes by District.

13. COVID-19 Safety. If the scope of Services requires Vendor to access a District school site or have contact with District students, staff or parents, Vendor shall comply with all applicable COVID-19 regulations, guidelines, and requirements imposed by the Center for Disease Control and Prevention (CDC), Occupational Safety and Health Administration (OSHA), the California Department of Education (CDE) and the California Department of Public Health (CDPH).

14. Confidentiality. Both Parties acknowledge that during the Term, it (the "Receiving Party") will have access to and become acquainted with various trade secrets, inventions, innovations, processes, information, records and specifications owned or licensed by the other party (the "Disclosing Party") and/or used by the Disclosing Party in connection with the operation of its business including, without limitation, the Disclosing Party's business and product processes, staff, curriculum, materials procurement and kitting, methods, pupil/personnel record information, accounts and procedures ("Confidential Information"). The Receiving Party shall at all times, both during and after the Term, hold in the strictest confidence, and not publish, or to disclose to any other person, firm, business entity, organization, or any other party, without prior written authorization from the Disclosing Party, any Confidential Information. The Receiving Party may only use the Disclosing Party's Confidential Information during the Term and only as needed to perform its obligations under this Agreement.

15. Compliance with Law. Both Parties shall comply with all applicable laws for purposes of this Agreement, including, but not limited to, wage and hour (state and federal), paid sick leave, employment-related laws, workers' compensation, and all laws relating to the use of Vendor's agents (such as hiring,

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termination, compensation, leaves of absence, benefits, and health and safety, including OSHA and Cal/OSHA). Both Parties and its agents, if any, shall comply with all applicable laws regarding negligence, safety, theft, and property when performing its obligations under this Agreement. Neither Party shall incur any liability with regard to any violation of applicable law by the other Party or its agents.

16. Exclusive Agreement. This Agreement (including its attachments incorporated by reference) is the entire agreement between Vendor and District with respect to the subject matter herein. All previous agreements between the Parties, if any, whether written or oral, are merged herein and superseded hereby.

17. Amendments. This Agreement may be supplemented, amended, or modified only by the mutual agreement of both Parties. No modification of this Agreement shall be binding unless in writing and expressing an intent to modify the Agreement and signed by both Parties.

18. Limited Liability. This provision allocates the risks under this Agreement between Vendor and District. Vendor's pricing reflects the allocation of risk and limitation of liability specified below. Each District shall remain liable for bodily injury or personal property damage resulting from grossly negligent or willful actions of Vendor or such Party or its employees or agents while on District's premises to the extent such actions or omissions were not caused by the other Party. NEITHER PARTY TO THIS AGREEMENT SHALL BE LIABLE FOR THE OTHERS LOST PROFITS, OR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF THE PARTY HAS BEEN HAS BEEN ADVISED BY THE OTHER PARTY OF THE POSSIBILITY OF SUCH DAMAGES.

19. Indemnification. Vendor will defend, indemnify and hold District and its directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including, but not limited to, claims arising from death or personal injury, attorneys' fees and taxes and insurance contributions for which the Vendor has responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by the Vendor of this Agreement; (ii) any other act or omission by the Vendor; (iii) any claims to the effect that the Vendor's deliverables violate the intellectual property rights of any third parties; (iv) any claims by employees, vendors, contractors, subcontractors, affiliates, volunteers, representatives, suppliers, creditors or other persons in a relationship with the Vendor; or (v) any claims relating to taxes and withholdings, insurance contributions, workers' compensation law, or other laws applicable to the Vendor. The defense, indemnity, and hold harmless obligations in this Section 19 shall survive the termination or expiration of this Agreement.

District will defend, indemnify and hold Vendor and its directors, officers, employees, agents, and assigns harmless against all third party claims, liabilities, losses, damages, and expenses, including, but not limited to, claims arising from death or personal injury, attorneys' fees, and taxes and insurance contributions for which the District has responsibility plus penalties and interest, which may arise directly or indirectly from (i) any breach by District of this Agreement; (ii) any other act or omission by District; (iii) any claims to the effect that District violated the intellectual property rights of any third parties; (iv) any claims by employees, vendors, contractors, subcontractors, affiliates, volunteers, representatives, suppliers, creditors, or other persons in a relationship with District; or (v) any claims relating to taxes and withholdings, insurance contributions, workers' compensation law, or other laws applicable to the District. The defense, indemnity, and hold harmless obligations in this Section 19 shall survive the termination or expiration of this Agreement.

20. Force Majeure. As used in this Agreement, a "**Force Majeure Event**" shall mean any act or event, whether foreseen or unforeseen, that (a) prevents a Party (the "**Non-Performing Party**"), in whole or in part, from (i) performing its obligations under this Agreement; or (ii) satisfying any conditions to the performing Party's obligations under this Agreement; and (b) is an act or event beyond the reasonable

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control of and not the fault of the Non-Performing Party; and (c) is an act or event for which the Non-Performing Party has been unable to avoid or overcome by the exercise of due diligence. Acts or events that shall be defined as meeting the requirements of a Force Majeure Event shall include, but not be limited to, the following and/or threat of any of these: acts of God, accident, war, terrorist act, flood, lightning, drought, earthquake, fire, volcanic eruption, landslide, hurricane, typhoon, tornado, or other natural catastrophes, explosion, fire, riot, national strikes, or other civil disturbance, epidemic, pandemic, disease, quarantine, civil commotion, measures of government authority (whether federal, state, local or foreign - includes acts, omissions, and/or restrictions, changes in laws, regulations, including but not limited to allocation regulations, ordinances, or orders affecting stay at home, shelter in place orders, government shutdowns, substantial interruption to travel, supply chains and other economic issues caused by these actions), and any act or occurrence creating a potentially significant risk to the health or safety of students, schools and staff. The foregoing list of Force Majeure Events set forth in this Section shall not be deemed exhaustive.

Any of the foregoing Force Majeure Events arise, the Non-Performing Party shall be excused from whatever performance is prevented by the Force Majeure Event to the extent so prevented. If the Force Majeure Event continues for a period greater than two (2) weeks, either Party may terminate this Agreement without further liability. Except for any Non-Refundable Deposits, upon such termination, the Vendor shall immediately reimburse District for Services paid for but not yet rendered and District will not be required to make any future payments.

21. Notices. All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

(a) When delivered personally to the recipient's address as stated on this Agreement;

(b) Three days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated on this Agreement, or

(c) When sent by email to the recipient by use of the email address known to the person giving notice stated below.

If to Vendor/Contractor:
Attn: Keith Bencher, CFO
1021 3rd Street
Oakland, CA. 94607
kbencher@galileo-learning.com
800.854.3684

If to District:
Attn: Sandra Garcia, Director of State and Federal Programs
2930 Gay Avenue
San José, CA 95127
sandra.garcia@arusd.org

22. No Partnership. This Agreement does not create and shall not be interpreted or construed as creating an agency relationship, or establishing a partnership relationship or joint venture, between the Parties. Neither Party has authority to enter into contracts on the other Party's behalf.

23. Interpretation and Opportunity to Counsel. In the event of a controversy or dispute between the Parties concerning the provisions herein, this document shall be interpreted according to the provisions herein. The Parties hereto acknowledge and agree that each has been given an opportunity to independently review this Agreement with legal counsel.

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24. Applicable Law. This Agreement will be governed by the laws of the State of California.

25. No Assignment. Except as part of a merger or sale of a majority of its stock or assets, neither Party shall have the right to assign this Agreement, or any rights or obligations hereunder, without the consent of the other Party.

26. Severability. The Parties agree that this Agreement is severable and that in the event any provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired. Additionally, the Parties expressly grant to any jurisdictional entity interpreting this Agreement the power and authority to modify the terms of this Agreement to the extent necessary to allow enforcement of this Agreement to the fullest extent allowed by law.

27. Waivers. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver of any provision of this Agreement shall be binding on the Parties unless it is executed in writing by the Party making the waiver.

28. Authority. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of their respective legal entities.

29. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument. A faxed, .pdf, email, DocuSign, scanned or other electronic copy of the fully executed original version of this Agreement shall have the same legal effect as an executed original for all purposes.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the last date signed below.

On Behalf of District:	Vendor:
ALUM ROCK USD	**GALILEO LEARNING, LLC**
_____	KM Bnch
Name: Dr. Hilaria Bauer	Name: Keith Bencher
Title: Superintendent	Title: CFO
Date: _____	Date: 03 / 22 / 2023
Address: 2930 Gay Avenue	Address: 1021 3rd Street
City, State, ZIP: San José, CA 95127	City, State, ZIP: Oakland, CA 94607
"**Effective Date**:" _____	

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Attachment A

Services

Vendor/Contractor agrees to design, manage, and operate a summer enrichment program exclusively for students enrolled at District.

Vendor/Contractor will provide the program at two District school sites:

- Site 1: Adelante II — 1970 Cinderella Lane, San José, CA 95116
- Site 2: L.U.C.H.A. — 1171 E. San Antonio Street, San José, CA 95116

The program shall:

- Operate for 5 weeks, from June 20, 2023 to July 21 2023 with no services on June 19 or July 4
- Operate for 9 hours per day from 8:00 AM – 5:00 PM
- Serve up to 300 rising Kindergarten – 5th grade students across both sties
- In accordance with ELOP requirements, provide a site coordinator, and any additional staff required to meet the 1:20 staff-to-participant ratio (1:10 for Kinder)

The program, created with a mission to develop innovators who envision and create a better world shall include innovation and play with these engaging elements:

- STEAM Projects—Students shall create inventive projects that really work, from catapults and castles to carnival rides and robots.
- Hands-On Collaboration—Students shall team up with peers to take on exciting challenges, test big ideas and celebrate design victories.
- Outdoor Fun—Students shall experience camp magic with water day, silly skits and songs, face painting, pie throwing and more.

Program management responsibilities include, but are not limited to, the following:

1. Recruit, screen and hire all staff in accordance with Vendor/Contractor and District requirements, and provide substitute coverage when necessary
2. Submit the names of all employees assigned to work at program site, including the dates of criminal background clearance determination and TB test expiration
3. Train program staff on mandated reporting expectations and procedures
4. Provide consistently high-quality educational academic and enrichment activities, aligned with District standards and expectations, for all program participants
5. Clean the classroom(s) and other campus spaces utilized before, during, and after student activities
6. Follow all District school site rules and procedures and maintain a standard of professionalism consistent with the expectations of District

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Attachment B

Rate Schedule

Contract Summary	# Students*	Program Weeks	Price/Week	Cost
School Site 1	150	5	$375	$281,250
School Site 2	150	5	$375	$281,250
Total	**300**	**5**	**$375**	**$562,500**

*Note: Student distribution among sites may vary so long as total number of pupils does not exceed 300

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Attachment C

Certification of Criminal Background Clearance and Tuberculosis (TB) Clearance

This form is to be completed with respect to the Agreement between District and Vendor.

PLEASE READ CAREFULLY, CHECK ALL APPROPRIATE BOXES AND SIGN BELOW.

CLEARANCE AND CREDENTIAL REQUIREMENTS SATISFIED:

[X] A. Vendor hereby certifies to District that it has completed the criminal background check required by law and has determined that none of its employees who may come into contact with District students has been convicted of a violent felony listed in Penal Code Section 667.5(c), a serious felony listed in Penal Code Section 1192.7(c), a sex offense listed in Education Code Section 44010, a controlled substance offense listed in Education Code Section 44011, a crime involving moral turpitude (e.g., embezzlement, perjury, fraud, etc.), or any offense which may make the employee unsuitable/undesirable to work around students. Vendor shall also request and receive subsequent arrest notifications for all such employees from the California Department of Justice to ensure ongoing safety of students.

[X] B. Vendor hereby certifies to District that it has required and verified that all employees who may have frequent or prolonged contact with District students have undergone a risk assessment and/or been examined and determined to be free of active tuberculosis. Vendor requires all new employees to provide the Vendor with a certificate of tuberculosis clearance dated within the sixty (60) days prior to initial employment. Vendor maintains current TB clearances for all such employees.

[N A] C. Vendor hereby certifies to District that it has required and verified that all of the Vendor's employees whose assignment at District requires a teaching or substitute credential or license holds a current, valid credential or license appropriate for the assignment as required by Education Code Section 47605(*l*).

WAIVER JUSTIFICATION:

[N A] D. Vendor and all of its employees qualify for a waiver of the Department of Justice (DOJ) fingerprint and criminal background clearance requirements for the following reason(s):

[ ] Vendor and its employees will have NO CONTACT with pupils. (No school-site services will be provided.)

[ ] Vendor and its employees will have LIMITED CONTACT with pupils. (Attach information about length of time on school grounds; proximity of work area to pupil areas; whether the Vendor's employees will be working by themselves or with others, and, if so, with whom; and any other factors that substantiate limited contact.)

[ ] Vendor, which will be providing construction, reconstruction, rehabilitation or repair of a school facility where the employees of the Vendor may have contact, other than limited contact, with pupils, shall ensure the safety of the pupils by one or more of the following methods:

Check all methods to be used:

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☐ 1) Installation of a physical barrier at the worksite to limit contact with students.

☐ 2) Continual supervision and monitoring of all employees of the Vendor by an employee of Vendor who has not been convicted of a serious or violent felony, a sex or controlled substance offense, or a crime involving moral turpitude as ascertained by the DOJ.

☐ 3) Surveillance of employees of the Vendor by school personnel

☐ The Services provided by the Vendor are for an "EMERGENCY OR EXCEPTIONAL SITUATION" ONLY, such as when pupil health or safety is immediately endangered or when emergency repairs are needed to make the school facilities safe and habitable.

By signing below, under penalty of perjury, I certify that the information contained on this certification form is accurate.

KMBncl	Keith Bencher	CFO	03 / 22 / 2023
Vendor Signature	Printed Name	Title	Date

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Attachment D

Required Documentation

- **W9** in the same name as this agreement
- **Certificate of Insurance** that meets the requirements outlined in Section 11 of this Agreement
- **Business License**

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10.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **APPROVAL OF BOARD MEETING MINUTES FOR THE FOLLOWING DATES:**

- February 9, 2023, Regular Board Meeting
- February 16, 2023, Special Board Meeting
- February 27, 2023, Special Board Meeting
- March 9, 2023, Regular Board Meeting

ACTION

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

To the Board of Trustees: Meeting: April 13, 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: _____

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, February 9, 2023, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #14-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Minh Pham welcomed everyone in the audience. President Minh Pham called the Board Meeting to order at 5:30 pm, followed by Roll Call.

Board Members Present:

Minh Pham	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	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 Minh Pham said there was a quorum.

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

There were no modifications to the agenda.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

President Minh Pham said public comment will be limited to one minute.

Public Comment:

1) Mastera Diaz said she felt publicly humiliated at the meeting that took place on January 26, 2023, at Adelante.

2) Female speaker said she is reading the letter on behalf of Maestra Diaz regarding the incident that took place at Adelante has taken a toll on her health.

3) Ricardo Garcia said he is a high school teacher. He commented that teachers at Alum Rock are undervalued.

4) Veronica Talton said she is an African American teacher. She said she is speaking tonight on behalf of Black educators who experience racism in the district.

5) Jonathan Almerido said he is a teacher at Alum Rock and he stands in solidarity with Black community members.

6) Toby Nielson said he is a teacher at Alum Rock and he stands with Black members of Alum Rock community.

7) Jose Miranda said he is upset because at a meeting the public used bad words towards Maestra Diaz. He said she is a good teacher.

8) Raul said Adelante needs a good principal. He said the superintendent needs to empower teachers.

9) Maya Gonzalez said that Maestra Diaz is the reason why she is who is today.

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

10) Ximena Rocha said she is a third-year college student. She said she proudly stands with Adelante's teachers.

11) Danelle Banders said she is a teacher at Lyndale Elementary. She said AREA bargaining will start on Monday and it is important to retain teachers.

12) Ingrid Graciano said the January 26 meeting that took place at Adelante should have followed the Robert Rules of Order. She said she stands with Maestra Diaz.

13) Teolinda Mendoza said she is a teacher at Adelante and she stands in solidarity with Maestra Diaz.

14) Izaiah Martinez said he is an alumni from Adelante and stands with Maestra Diaz.

15) Elizabeth Guzman said she is a teacher at Adelante and she stands in solidarity with Maestra Diaz.

16) David Williams said he heard that the Adelante teachers are fearful. He said he is hoping everything clears up with them.

17) Wendy Cruz said she stands in solidary with Maestra Diaz.

18) Joseph Salazar said he is an alumni from Adelante. He said Maestra Diaz helped him throughout the years.

19) Carlo Reyna said Maestra Diaz is the best teacher he has ever had.

20) Tina Lopez said she stands with Maestra Diaz who helped her son who struggled in 7th grade.

21) Mari Cruz Gonzalez said she stands in solidarity with Maestra Diaz.

22) Gabriella Ortega said she is a former student at Adelante. She said Maestra Diaz always has helped her when she needed it.

23) Jose Miranda said he was disappointed that someone would speak horrible things about Maestra Diaz. He said she is one of the best teachers at Adelante.

24) Laura Fuentes said she is a teacher at Adelante. She said Maestra Diaz was an amazing teacher to her sons.

25) Nadia Miranda said she is a former student at Adelante. She said she is here in support of Maestra Diaz.

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

26) Isreal Stone said she is a parent of two students at Adelante. She said Adelante's greatest asset is their teachers.

27) Ellen Arrusion said she is a teacher at Adelante. She said she stands in solidary with Maestra Diaz.

28) Ms. Tanner said teachers across the board stand in solidary with Adelante teachers.

29) Patricia Sarkes said she has two students that attend Adelante. She said Ms. Diaz is a nice lady and supports students.

30) Erlinda Munoz said she is a teacher at Adelante. She said she stands in solidary with Maestra Diaz.

31) Nancy Garza said she stands in solidary with her colleagues at Adelante.

32) Female Speaker said she is a community member at Adelante. She said she is disgusted with the district staff because they trashed Directora Gutierrez at a meeting.

3. Special Presentation

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

Natassia Melendrez, CEO & Owner of Project Support Services gave a presentation regarding DSA Closeout Process.

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

Mariana Lavezzo from LPA, Andrea Pippin, and Russell Driver ARC Alternatives gave a presentation regarding the Facilities Master Planning Process.

Public Comment:

1) Eddie said he was a parent from Adelante. He said there was supposed to be some information presented to the parents at Adelante and it was postponed.

4. Comments and Communications

4.01 Alum Rock Administrator's Association (ARAA)

Coordinator from Student Services, Jesus Araujo, 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)

There was no representative from CSEA.

4.04 Alum Rock Educator's Association (AREA)

President Jocelyn Merz expressed her sincere gratitude to President Minh Pham and Clerk Andrés Quintero for attending the ETA School Board event. She said the month of February is Black History Month and AREA brought the Black Lives Matter Resolution for equal rights. She said teachers were blindsided with a letter to non reelect letter. She said no one should be blindsided and have no support.

4.05 Superintendent

Superintendent Bauer thanked Andrea B and Scarlett Tripodi students from Linda Vista who sent her sweet messages. She wished everyone a Happy Black History Month. She commented that she looked forward to hiring more Black educators.

4.06 Board of Trustees/Communications/ Comments

Member Ernesto Bejarano said teachers called out a former student who is a minor after she spoke about what was on her mind. He said the behavior was inexcusable to empower youth.

Vice-President Corina Herrera-Loera thanked Member Ernesto Bejarano for what he said. She said she will always stand for the safety of students. She thanked Norma Flores for sending the mandated reporting policies on Friday. She commented that all children need to be treated with respect at all times.

President Minh Pham said he said he had the opportunity to attend the VAPA showcase at Joseph George Middle School. He thanked the Principal at Painter Joseph Manluco and his wife for promoting the Vietnamese Dual Immersion Program. He wished everyone a Happy Black History Month.

5. Public Hearing

5.01 Public Hearing Regarding School Bonding Capacity Waiver Request.

Joe Crump from Dale Scott & Co said he has a successful bond selection. He said currently under the debt limit there are roughly nineteen million dollars available. He commented that the waiver request has been approved for Measure I and Measure S.

President Minh Pham opened the public hearing at 8:12pm.

President Minh Pham closed the public hearing at 8:12pm.

6. Superintendent/ Board Business

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.

MOTION #01-14 by Clerk Andrés Quintero to approve Action Item 6.01 as presented. MOTION #01-14 was seconded by Vice-President Corina Herrera-Loera.

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

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, and 2023-March 31, 2025. Ballots must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.

MOTION #02-14 by Clerk Andrés Quintero support Van Le and George Sanchez. MOTION #02-14 was seconded by Vice-President Corina Herrera-Loera.

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

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.

6. Superintendent/ Board Business *(continued)*

MOTION #03-14 by Clerk Andrés Quintero to approve Action Item 6.03 as presented. MOTION #03-14 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. Noes: Member Ernesto Bejarano. Vote: 4/1; Motion Carries

7. Bonds

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

MOTION #04-14 by Clerk Andrés Quintero to approve Action Item 7.01 as presented. MOTION #04-14 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

7.02 Approve Pool of Architechs for Architectural Services.

MOTION #05-14 by Clerk Andrés Quintero to approve Action Item 7.02 as presented. MOTION #05-14 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

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

MOTION #06-14 by Member Linda Chavez to approve Action Item 7.03 as presented. MOTION #06-14 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

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

MOTION #07-14 by Clerk Andrés Quintero to approve Action Item 7.04 as presented. MOTION #07-14 was seconded by Member Linda Chavez.

7. **Bonds** *(continued)*

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

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

MOTION #08-14 by Member Linda Chavez to approve Action Item 7.05 as presented.
MOTION #08-14 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

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

MOTION #09-14 by Member Linda Chavez to approve Action Item 7.06 as presented.
MOTION #09-14 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

8. **Instructional Services**

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

MOTION #10-14 by Clerk Andrés Quintero to approve Action Item 8.01 as presented.
MOTION #10-14 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

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

MOTION #11-14 by Member Linda Chavez to approve Action Item 8.02 as presented.
MOTION #11-14 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

8. Instructional Services *(continued)*

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

MOTION #12-14 by Member Linda Chavez to approve Action Item 8.03 as presented. MOTION #12-14 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

8.04 Approve School Sponsored Field Trip List.

MOTION #13-14 by Clerk Andrés Quintero to approve Action Item 8.04 as presented. MOTION #13-14 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

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

MOTION #13-14 by Member Linda Chavez to approve Action Item 8.05 as presented. MOTION #13-14 was seconded by Clerk Andrés Quintero.

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

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

Information Only

9. Human Resources

9.01 Resignations

Information Only

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

MOTION #14-14 by Member Linda Chavez to approve Action Item 9.02 as presented. MOTION #14-14 was seconded by Member Ernesto Bejarano.

9. Human Resources *(continued)*

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. Contracts Over $100,000

10.01 Approve the Contract with Silicon Valley Education Foundation for the 2022/2023 and 2023/2024SY. 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.

MOTION #15-14 by Member Linda Chavez to approve Action Item 10.01 as presented. MOTION #15-14 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

10.02 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.

MOTION #16-14 by Member Linda Chavez to approve Action Item 10.02 as presented. MOTION #16-14 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

10.03 Approve the Contract with CDWG for the purchase of 3,000 Chromebooks to be utilized district-wide. The total cost of Chromebooks is in the amount of $1,235.50 which will be reimbursed directly to CDWG through ECF grant funds (ECF#97427, Registration#0012123288).

MOTION #17-14 by Member Linda Chavez to approve Action Item 10.03 as presented. MOTION #17-14 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

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, and 11.08.***

- ***Agenda Item 11.01*** *Approve Board Meeting Minutes for the following date: December 15, 2022, Annual Organizational And Regular 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 Acceptance of Grant/Award Notification.*
- ***Agenda Item 11.06*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 11.07*** *Current Enrollment.*
- ***Agenda Item 11.08*** *Approve/Ratify Notices of Employment and Changes of Status/February 9, 2023.*

Member Linda Chavez pulled item 11.09

MOTION #18-14 by Clerk Andrés Quintero to approve Agenda Items 11.01, 11.02, 11.03, 11.04, 11.05, 11.06, 11.07, and 11.08. as presented. MOTION #18-14 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

11.09 Approve Contracts for Professional Services-Firms/Organizations.

Member Linda Chavez said Cesar Chavez is known as a civil rights leader. She said Cesar Chavez use to call immigrant workers names.

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

13. RECONVENE TO OPEN SESSION *(continued)*

President Minh Pham said there was a quorum.

Counsel Rogelio Ruiz reported the following actions:

12.07 The Board by a vote of 4/0 President Minh Pham abstaining to approve Resolution No. 22-22/23 Notice of non reelect four certificated probationary employees direct Superintendent to serve them a notice of non-reelect no later than March 15, 2023.

12.07 The Board unanimously approved the resolution authorizing the two releases of certificated employees resolution no. 37-22/23 authorizing the Superintendent to provide those employees with written notice of their release by March 15, 2023.

12.07 The Board authorized a state of charges notice of intent to release for one certificated employee.

12.06 The Board unanimously approved the appointment and employment of Marc Freitas Director of Facilities, Bonds, and Leases.

There were no further actions to report.

14. Future Board Agenda Requests

14.01 Future Board Agenda Requests

President Minh Pham asked that Board members email any future Board Agenda requests to Superintendent Bauer.

15. ADJOURNMENT

15.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 11:02 pm.

Respectfully submitted,

_____

Andrés Quintero, Board Clerk
mc

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, February 16, 2023, 6:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated via Zoom Meeting
Meeting #15-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Land Acknowledgment/Pledge of Allegiance

President Minh Pham welcomed everyone in the audience. President Minh Pham called the Board Meeting to order at 6:30 a.m. followed by Roll Call.

Board Members Present:

Minh Pham	President	
Corina Herrera-Loera	Vice-President	*(Absent)*
Andrés Quintero	Clerk	
Linda Chavez	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/Land Acknowledgment/Pledge of Allegiance

President Minh Pham said there is a quorum.

2. Superintendent/Board Business

2.01 Announcement of Board Vacancy; Consideration of Recommendation to Suspend and Waive Section of Board Bylaw 9223 Specifying "Special Meeting One Week Before Appointment" for Purposes of Provisional Appointment Process; Establish Process, Procedures and Timelines for Provisional Appointment to Fill Board Vacancy.

Public Comment:

1) Steve Navarro said he did not understand the purpose of the meeting. He commented that he is concerned about how the vacancy process is being rushed.

2) Juan said he shares the same concerns as Steve Navarro.

3) Nancy said her child attends Linda Vista Elementary and she is concerned because her child is being bullied at school.

Superintendent Bauer said the purpose of the meeting is for the Board to select a process for the provisional appointment for the Board vacancy created by Ernesto Bejarano. She commented that the recommendation is to suspend Board Bylaw 9223.

MOTION #01-15 by Clerk Andrés Quintero to adopt the recommended timeline and the procedures and move forward. MOTION #01-15 was seconded by Member Linda Chavez.

Superintendent Bauer asked how long should the district advertise the Board vacancy.

Clerk Andrés Quintero replied a week. He said in terms of accepting applications it will be left to the staff to decide.

Roll call vote: Ayes: Clerk Andrés Quintero, President Minh Pham and Member Linda Chavez. Absent: Vice-President Corina Herrera-Loera.
Vote: 3/1; Motion Carries

3. Adjournment

3.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 6:47 p.m.

Respectfully submitted,

_____

Clerk Andrés Quintero
Board Clerk

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

MINUTES OF A SPECIAL BOARD MEETING
BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Monday, February 27, 2023, 6:30 p.m. at the Alum Rock Union School Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #17-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Land Acknowledgment/Pledge of Allegiance

President Minh Pham welcomed everyone in the audience. President Minh Pham called the Board Meeting to order at 6:30 a.m. followed by Roll Call.

Board Members Present:

Minh Pham	President
Corina Herrera-Loera	Vice-President
Andrés Quintero	Clerk
Linda Chavez	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/Land Acknowledgment/Pledge of Allegiance

President Minh Pham said there is a quorum.

2. Superintendent/Board Business

2.01 Interview of Candidates for Provisional Appointment and Selection of Provisional Appointment to the Board of Trustees for the Board seat previously held by Ernesto Bejarano.

Public Comment:

1) Dilza Gonzalez said she was happy to be back in person. She said she would like to see that the next Board member needs to the governor with transparency.

2) Claudia Cuello said the selection of the new Board member begins with prioritizing engagement with students and the community.

3) Arturo Munoz said he is a community organizer with Somos Mayfair. He said the ideal candidate will need be a meaningful partner and engage with community.

4) Camille Llanes-Fontanilla said she would like the next Board member selected to consider the needs of students and parents. She said she is supporting Andrea Flores Shelton for the seat.

5) Male speaker said he is attending the meeting to ensure there is transpacy during the selection process for the potential Board member.

6) Veronica Amador said that it was not sufficient time to find a replacement for the Board vacancy.

Faciliator Jess Serna went over the process for interviewing the candidates.

The names were drawn to select the order the candidates will be interviewed. They are as follows:

1) Minh Nguyen
2) Ricardo Garcia
3) Victoria Partida
4) Andrea Flores Shelton

2. Superintendent/Board Business *(continued)*

The Board has submitted its scores.

Results of Candidates

Andrea Flores Shelton	**150**
Minh Nguyen	**67**
Ricardo Garcia	**73**
Victoria Partida	**103**

MOTION #01-17 by Vice-President Corina Herrera-Loera to appoint Andrea Flores Shelton as our next Board of Trustee for our Alum Rock Elementary School District. MOTION #01-17 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.
Vote: 4/0; Motion Carries

President Minh Pham said the Board appointed Andrea Flores Shelton to the Board.

3. Adjournment

3.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 8:32 p.m.

Respectfully submitted,

_____

Clerk Andrés Quintero
Board Clerk

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

MINUTES OF A REGULAR MEETING OF THE BOARD OF TRUSTEES
of the Alum Rock Union School District
Held on Thursday, March 9, 2023, 5:30 p.m. at the Alum Rock Union School
Board Members and Superintendent participated at 2930 Gay Avenue San Jose, CA 95127
Meeting #15-22/23

1. OPEN SESSION

1.01 Call to Order/Roll Call/Pledge of Allegiance

President Minh Pham welcomed everyone in the audience. President Minh Pham called the Board Meeting to order at 5:30 pm, followed by Roll Call.

Board Members Present:

Minh Pham	President	
Corina Herrera-Loera	Vice-President	
Andrés Quintero	Clerk	
Linda Chavez	Member	*(arrived late at 7:13 pm)*
Andrea Flores Shelton	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 Minh Pham said there was a quorum.

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

Superintendent Bauer said she needed to pull item 5.01.

MOTION #01-15 by Vice-President Corina Herrera-Loera to approve the agenda with the modification. MOTION #01-15 was seconded by Clerk Andrés Quintero.

MOTION #04-01 carried* with a *vote of 4 in favor; no opposition; one absent (Member Linda Chavez); and no abstention.

2. Public Members Who Wish To Address The Board

2.01 Requests to Address the Board

President Minh Pham said public comment will be limited to one minute because the Santa Clara Office Of Education will be working on the internet.

Public Comment:

1) Teolinda Mendoza said she is a teacher at Adelante I. She said Board members need to respect teachers, staff, and students.

2) Elizabeth Guzman said she is a teacher at Adelante I. She mentioned to the Board to think about the comments they make. She said words have consequences.

3) Mr. Torres said he would like to see some type of healing at Adelante I.

4) Maestra Diaz said she is a teacher at Adelante I. She commented that teachers are exhausted and feel disregarded.

5) Wendy Cruz Alcantar said she has been a teacher for the past sixteen years. She mentioned that Adelante I's teachers feel disrespected.

6) Patricia Sarkes said teachers are amazing and their main focus is students' education.

7) Delia said Directora Gutierrez left the school without saying anything.

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

8) Teresa Renteria said there needs to be transparency. She commented that if the teachers are doing well so will her daughter.

9) Loretta Tanner said she is a teacher at Cuerton. She said she hopes that the trust can be restored back from the teachers.

10) Male student said he wants his principal back.

11) Stephanie said she is a parent at Adelante. She said Adelante I lost their leader and that there are a lot of programs not being taken.

12) Carmen Moreno Cruz said she is at the meeting in support of Directora Gutierrez and the teachers.

13) Ricardo Garcia said he is a parent at Adelante. He commented that children know there is not a permanent principal in place.

14) Stacey Bennett said she is a parent at Adelante I. She would like transparency and she is asking that the Board would support Adelante.

3. Special Presentation

3.01 Social Emotional Learning Programs and Supports –Presentation.

Imee Almazan, Director of Social and Emotional, Kristin Burt, Principal at LUHCA, Lupe Cruz, Teacher at San Antonio and Jennifer Doherty, Principal at Sheppard Middle School gave a presentation regarding Social Emotional Learning Programs and Supports.

Public Comment:

1) Adalin said kimochis are free and she feels that the district is cutting corners. She said there is no evidence that shows that kimochis are effective.

4. Comments and Communications

4.01 Teamsters

There was no representative from Teamsters.

4.02 California School Employee's Association (CSEA)

There was no representative from CSEA.

4. Comments and Communications *(continued)*

4.03 Alum Rock Educator's Association (AREA)

Loretta Tanner said on behalf of AREA welcome back.

4.04 Alum Rock Administrator's Association (ARAA)

Principal from Aptitud, Rebecca Williams, shared what was happening at the school sites.

4.05 Superintendent

Superintendent Bauer said the district had its first Facilities Master Plan forum quadrant at Russo McEntee and McCollum. She said there will be more coming to other sites.

4.06 Board of Trustees/Communications/ Comments

Vice-President Corina Herrera-Loera thanked everyone involved who coordinated March Madness. She gave a shout-out to the Community Outreach Committee led by Honorable Judge Julia Alloggiamento for coming out to Linda Vista Elementary and reading to students.

Clerk Andrés Quintero said it is important to have safer schools as a priority. He commented that he was happy to see the mandated reporter posters put up district-wide.

President Minh Pham said he is looking forward to going to visit school sites. He said he had the pleasure of hosting a Board President's and Superintendent's luncheon. He congratulated Marisa Nguyen from McCollam Elementary for winning the spelling bee.

5. Superintendent/ Board Business

5.02 Approve Resolution No. 46-22/23 Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A In the Principal Amount of Not to Exceed $19,000,000, Authorizing the Execution and Delivery of a Related Official Statement And Bond Purchase Agreement And Approving Documents And Official Actions Relating Thereto.

MOTION #02-15 by Clerk Andrés Quintero to approve Action Item 5.02 as presented. MOTION #02-15 was seconded by Vice-President Corina Herrera-Loera.

MOTION #04-01 carried* with a *vote of 4 in favor; no opposition; one absent (Member Linda Chavez); and no abstention.

5. Superintendent/ Board Business *(continued)*

5.03 Approve Resolution No. 47-22/23 Resolution Authorizing the Issuance and Sale of 2023 Refunding General Obligation Bonds in the Principal Amount of Not To Exceed $34,000,000 For the Purpose of Authorizing The Execution And Delivery of A Related Official Statement and Bond Purchase Agreement And Approving Documents And Official Actions Relating Thereto.

MOTION #03-15 by Clerk Andrés Quintero to approve Action Item 5.03 as presented. MOTION #03-15 was seconded by Vice-President Corina Herrera-Loera.

Joe Crump from Dale Scott Company gave a brief recap of the 2013 Series A Bonds.

MOTION #04-01 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absents; and no abstention.

6. Bonds

6.01 Approve the Purchase of Two (2) Portable Classrooms from Mobile Modular for Adelante I and Aptitud Academy.

MOTION #04-15 by Clerk Andrés Quintero to approve Action Item 6.01 as presented. MOTION #04-15 was seconded by Member Linda Chavez.

Public Comment:

1) Ms. Tanner asked if the portables are used.

MOTION #04-01 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absents; and no abstention.

6.02 Approve SVA Architects, Inc. for Architectural Services for Portable Classrooms at Adelante I and Aptitud.

MOTION #05-15 by Vice-President Corina Herrera-Loera to approve Action Item 6.02 as presented. MOTION #05-15 was seconded by Member Linda Chavez.

MOTION #04-01 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absents; and no abstention.

6.03 Approve Notice of Completion and Change Order for Project B222-3-Bonds21 ADA and FLS Upgrades.

MOTION #06-15 by Clerk Andrés Quintero to approve Action Item 6.03 as presented. MOTION #06-15 was seconded by Vice-President Corina Herrera-Loera.

6. Bonds *(continued)*

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

6.04 Approve SixthDimension for Construction Management Services for Play Structures at LUCHA, Lyndale and Cassell; Outdoor Classroom at Russo/McEntee and Signage at Multiple Campuses at Parking Lots and Interior/Exterior of Buildings at Locations for Required DSA Sign Off.

MOTION #07-15 by Clerk Andrés Quintero to approve Action Item 6.04 as presented. MOTION #07-15 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

6.05 Approve SixthDimension for Construction Management Services for Portable Classrooms at Adelante I and Aptitud.

MOTION #08-15 by Vice-President Corina Herrera-Loera to approve Action Item 6.05 as presented. MOTION #08-15 was seconded by Member Andrea Flores Shelton.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

6.06 Approve SixthDimension for Construction Management Services for HVAC Upgrades at Adelante II, Russo/McEntee and McCollam.

MOTION #09-15 by Clerk Andrés Quintero to approve Action Item 6.06 as presented. MOTION #09-15 was seconded by Member Linda Chavez.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

6.07 Approve Studio W, for the DSA Pre-Check Outdoor Classroom Structure and ADA Upgrades for Russo/McEntee Academy.

MOTION #10-15 by Clerk Andrés Quintero to approve Action Item 6.07 as presented. MOTION #10-15 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

7. Business Services

7.01 Approve Second Interim Financial Report.

Assistant Superintendent Chheng gave a presentation regarding Second Interim Financial Report.

MOTION #11-15 by Clerk Andrés Quintero to approve Action Item 7.01 as presented. MOTION #11-15 was seconded by Member Andrea Flores Shelton.

MOTION #04-01 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absents; and no abstention.

8. Instructional Services

8.01 Approve School Sponsored Field Trip List.

MOTION #12-15 by Clerk Andrés Quintero to approve Action Item 8.01 as presented. MOTION #12-15 was seconded by Member Linda Chavez.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

8.02 Approve Resolution No. 42-22/23 Cesar Chavez Day –March 31, 2023.

MOTION #13-15 by Clerk Andrés Quintero to approve Action Item 8.02 as presented. MOTION #13-15 was seconded by Member Andrea Flores Shelton.

MOTION #04-01 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absents; and no abstention.

8.03 Approve Resolution No. 41-22/23 Dolores Huerta Day –April 10, 2023.

MOTION #14-15 by Vice-President Corina Herrera-Loera to approve Action Item 8.03 as presented. MOTION #14-15 was seconded by Member Andrea Flores Shelton.

MOTION #04-01 carried* with a *vote of 4 in favor; one opposition (Member Linda Chavez); no absents; and no abstention.

8.04 Approve Resolution No. 39-22/23 California Public Schools Month –April 2023.

MOTION #15-15 by Member Andrea Flores Shelton to approve Action Item 8.04 as presented. MOTION #15-15 was seconded by Member Linda Chavez.

8. Instructional Services *(continued)*

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

8.05 Approve Resolution No. 40-22/23 Public School Volunteer Week –April 17-21, 2023.

MOTION #16-15 by Member Linda Chavez to approve Action Item 8.05 as presented. MOTION #16-15 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

8.06 Approve Resolution No. 43-22/23 Bilingual/Multilingual Learner Advocacy Month –April 2023.

MOTION #17-15 by Member Linda Chavez to approve Action Item 8.06 as presented. MOTION #17-15 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

8.07 California Department of Education Expenditure Quarter 2 Report, from Aptitud Community Academy at Goss Early Literacy Support Block Grant (ELSB), and Literacy Action Plan in year-two of implantation.

This item is for information only.

9. Human Resources

9.01 Resignations

This item is for information only.

9.02 Certificated Substitute Pay Rates Effective March 9, 2023.

MOTION #18-15 by Clerk Andrés Quintero to approve Action Item 9.02 as presented. MOTION #18-15 was seconded by Member Linda Chavez.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

9. Human Resources *(continued)*

9.03 Reclassification of Community Liaison Position and Approval of Newly Bargained Job Description.

MOTION #19-15 by Vice-President Corina Herrera-Loera to approve Action Item 9.03 as presented. MOTION #19-15 was seconded by Member Linda Chavez.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

10. Contracts Over $100,000

10.01 Approve the Springboard Collaborative Contract for SY 2022-2023 Summer Program. Springboard will provide an evidence-based summer literacy program designed to improved educational outcomes for students in grades PreK-3rd.

MOTION #20-15 by Member Linda Chavez to approve Action Item 10.01 as presented. MOTION #20-15 was seconded by Clerk Andrés Quintero.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

10.02 Approve the REDUCTION of contract #MY 2360141 with City Year for the 22/23 SY. ARUSD and City Year have agreed to amend contract #MY 236041 and terminate services at Dorsa Elementary due to decreased staff capacity for the remainder of 2022-2023 SY.Submitted by: State & Federal Programs, original approved contract was in the amount of $489,326.00. Requested decrease amount $36,665.16 for a new total contract amount of $452,660.84 dollars.

MOTION #21-15 by Member Linda Chavez to approve Action Item 10.02 as presented. MOTION #21-15 was seconded by Clerk Andrés Quintero.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

11. Contract Extension Over $100,000

11.01 Approve the Contract Extension with Think Together, Inc. Preschool Program for the 2022-2023 SY. This contract extension is to provide early learning education services at two preschools, Adelante I and Adelante II. Submitted by: Early Learning Department; original approved contract was in the amount of $846,443.70. Requested increase amount $408,413.30 for a total contract amount of $1,254,857.00 dollars.

MOTION #22-15 by Clerk Andrés Quintero to approve Action Item 11.01 as presented. MOTION #22-15 was seconded by Member Linda Chavez.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

11.02 Approve the Contract Extension with Maxim Healthcare Services for the 2022-2023 SY and during the Summer Program. This contract extension is to provide Behavior Tech's to assist Alum Rock District students at various sites. Submitted by: Special Education Department; original approved contract was in the amount of $894,600.00. Requested increase amount $600,000.00 for a total contract amount of $1,494,600.00 dollars.

MOTION #23-15 by Member Linda Chavez to approve Action Item 11.02 as presented. MOTION #23-15 was seconded by Vice-President Corina Herrera-Loera.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

11.03 Approve the Contract Extension with YMCA for the 2022-2023 SY. This contract extension due to the termination of the school contract by City Year, YMCA has agreed to provide after school services to Dorsa Elementary School for the remainder of the 2022-23 SY. Submitted by : State and Federal Programs; original approved contract was in the amount of $732,412.00. Requested increase amount $68,853.00 for a total contract of $801,265.00 dollars.

MOTION #24-15 by Member Linda Chavez to approve Action Item 11.03 as presented. MOTION #24-15 was seconded by Clerk Andrés Quintero.

MOTION #05-0 carried* with a *vote of 5 in favor; no opposition, no absents; and no abstention.

12. CONSENT CALENDAR

There was a consensus from the Board to combine and take action on ***Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.07,12.08, 12.09 and 12.10.***

- ***Agenda Item 12.01*** *Approve Board Meeting Minutes for the following date: December 8, 2022, Special Board Meeting, January 19, 2023, Regular Board Meeting and January 21, 2023, Special Board Meeting/Board Study Session.*
- ***Agenda Item 12.02*** *Approve Acceptance of Donations.*
- ***Agenda Item 12.03*** *Approve Fundraising Activities.*
- ***Agenda Item 12.04*** *Approve Acceptance of Vendor & Payroll Warrants.*
- ***Agenda Item 12.05*** *Approve the Santa Clara County Treasury Investment Portfolio Status.*
- ***Agenda Item 12.07*** *Approve Memorandum(s) of Understanding.*
- ***Agenda Item 12.08*** *Approve Contracts for Professional Services -Individuals*
- ***Agenda Item 12.09*** *Current Enrollment.*
- ***Agenda Item 12.10*** *Approve/Ratify Notices of Employment and Changes of Status/March 9, 2023.*

Clerk Andrés Quintero pulled item 12.06.

MOTION #25-15 by Vice-President Corina Herrera-Loera to approve Agenda Items 12.01, 12.02, 12.03, 12.04, 12.05, 12.07,12.08, 12.09 and 12.10. as presented. MOTION #25-15 was seconded by Clerk Andrés Quintero.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

12.06 Approve Contracts for Professional Services-Firms/Organizations.

MOTION #26-15 by Clerk Andrés Quintero to approve Action Item 12.06 as presented. MOTION #26-15 was seconded by Vice-President Corina Herrera-Loera.

Clerk Andrés Quintero said the reason he pulled this item was that he wanted to highlight the importance of Rancho Del Pueblo Golf Course in the community. He said if it was not for the public golf course he would not have been able to play golf.

MOTION #05-0 carried **with a** ***vote of 5 in favor; no opposition, no absents; and no abstention.***

13. Closed Session

13.01 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.

14. 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:

13.06 Employment and appointment of our new Network and Systems Supervisor who was unanimously approved by the Board Mr. MJ Lama.

13.07 Announce the public employee employment and appointment of our new Early Learning Coordinator also unanimously approved by the Board Ms. Kristin Burt.

There were no further actions to report.

14. Future Board Agenda Requests

14.01 Future Board Agenda Requests

President Minh Pham asked that Board members email any future Board Agenda requests to Superintendent Bauer.

15. ADJOURNMENT

15.01 President Adjourns the Meeting

President Minh Pham adjourned the meeting at 10:11 pm.

Respectfully submitted,

_____

Andrés Quintero, Board Clerk
mc

10.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: March 30, 2023

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated April 13, 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: April 13, 2023
Regular Board Meeting

Recommend Approval

10.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
April 13, 2023

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Alum Rock Jazz Foundation, Inc.	Materials & Supplies	$ 1,300.00	ARUESD – VAPA Districtwide
Reading for Education	Materials & Supplies	$ 76.00	Russo/McEntee Academy
San Francisco Forty Niners Foundation	Materials & Supplies	$ 768.10	San Antonio Elementary
The Tech Museum	Materials & Supplies	$ 456.80	San Antonio Elementary

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

From: Maria Thomas

Re: VAPA Donation

Date: March 14, 2023

Please accept the following donation from the Alum Rock Jazz Foundation, for the Alum Rock Union School District Jazz Program:

Check Donation
TOTAL: $1,300

Donor's Information:

NAME:	David Rodrigues, Alum Rock Jazz Foundation
ADDRESS:	100 Eastwood Ct. San Jose, CA 95116
PHONE:	(408) 813-1366

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

RUSSO MCENTEE ACADEMY

Russo/McEntee Academy

2851 Gay Ave San Jose, CA 95127 **Phone:** (408)928-8900 **Fax:** 408-928-8901

BUSINESS OFFICE
RECEIVED
2023 MAR -6 A 11: 19

March 3, 2023

Dear Board Members:

Please accept this letter as part of a donation from Reading For Education on the amount of $76.00 (check).

For materials and supplies and other essential items for Russo/McEntee Academy!

Tanu Kohli, Principal

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

March 8, 2023

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 $768.10 from San Francisco Forty Niners Foundation. The money will be used for student field trip transportation costs.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

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

2023 MAR 13 P 3:03

March 8, 2023

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 456.80 from The Tech Museum. The money will be used for student field trip transportation costs.

Thank you in advance for your approval.

Sincerely,

Iris Charest

Mrs. Iris Charest
Principal

10.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated April 13, 2023.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Recommend Approval

10.03
Agenda Placement

Meeting: April 13, 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
April 13, 2023

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Adelante II Academy	Contributions to the ASB Account	ASB	03/01/23-06/08/23
Aptitud Academy	Positive Note Grams' Sales	ASB	04/07/23-04/07/23
Aptitud Academy	End-of-the-Year Sales	ASB	06/02/23-06/02/23
Aptitud Academy	Stem Egg Drop Event Sales	ASB	04/07/23-04/07/23
Aptitud Academy	Spring Dance Sales	ASB	04/21/23-04/21/23
Aptitud Academy	Contributions to the ASB Account	ASB	04/01/23-06/08/23
Cassell Elementary	Book Fair Sales	ASB	04/03/23-04/07/23
Dorsa Elementary	Chocolate Sales	ASB	02/09/23-02/09/23
Meyer Elementary	Giants Tickets' Sales	ASB	04/01/23-05/31/23
Renaissance Acad Fischer	Color Run Sales	PTO	04/06/23-04/06/23
Renaissance Acad Fischer	End-of-the-Year Sales	PTO	03/01/23-06/08/23
Renaissance Acad Fischer	Sell T-Shirts' Sales	PTO	03/01/23-06/08/23
Ryan STEAM Acad	5th Grade T-Shirts' Sales	ASB	04/21/23-06/02/23
Ryan STEAM Acad	Yearbook Sales	ASB	04/04/23-06/08/23
Ryan STEAM Acad	Scholastic Book Fair Sales	ASB	04/01/23-04/30/23
Ryan STEAM Acad	Contribution to the ASB Account	ASB	04/29/23-06/08/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Approval:
Contributions to the ASB Account

School Site: Adelante II Date: 3/15/23

Purpose for Contributions: To purchase supplies and/or fund trips for students.

Proposed Date(s) of Event: March 2023 - June 2023

Contact Person: Deanna Thompson / Christina Sariñana

Student Body Account Number: 088-8210-0-4300-00-1110-4000-000000-285-0502

Status of Event (please check one): ☐ New Event ☑ Held Previously (Years): _____

What procedures will be used to account for contributions received?
receipt book

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor Christina Sariñana Date: 3/15/23
Signature

Student Council Approval Date _____

Student Council Representative Deanna Thompson Date: 3/15/23
School Admin (Elementary) Signature

Principal Approval Olivia Lund Date: 3/15/23
Signature

Reviewed by Business Services: Maria Nevarez Date: 4/5/2023

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2023 MAR 27 P 2:09

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Aptitud Academy Date: 2/28/23

Description of Event: Type positive note grams Vendor N/A

Purpose for Event: Student incentives (build general fund)

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

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

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

Proposed Date(s) of Event: April 7th Time of Event: 9:00 am

Contact Person: Lonny Lains

Location of Proposed Activity: At School

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: Lonny Lains _____
Signature Date

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

Student Council Representative: Elizabeth M _____
Signature Date

Principal Approval: _____
Signature Date

Reviewed by Business Services: Maria Vasa Date: 3/24/23

- 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: Aptitud Academy Date: 2/28/23

Description of Event: Type End of year dance Vendor N/A

Purpose for Event: build general fund for student incentives

If selling food what are the items: individually wrapped pizza / gatorade Brand and package size: kirkland

Explain how food is handled/stored prior to or day of event: Individually wrapped pizza bought day of event. Gatorade stored in classroom.

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

Proposed Date(s) of Event: 6/2/23 Time of Event: 5:00 pm

Contact Person: Lanny Lams

Location of Proposed Activity: cafeteria

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

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

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

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

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

ASB Advisor: Lanny Lams Signature _____ Date

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

Student Council Representative: Elizabeth M Signature _____ Date

Principal Approval: RWill Signature 3/24/23 Date

Reviewed by Business Services: Maria Nevarez Date: 4/5/2023

- 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: Aptitud Academy Date: 3/16/23

Description of Event: Type Stem egg drop event Vendor N/A

Purpose for Event: Student incentives (build general fund)

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

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

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

Proposed Date(s) of Event: April 7th Time of Event: Recess/Lunch

Contact Person: Lonny Lavins

Location of Proposed Activity: At school

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

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

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

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

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

ASB Advisor: Lonny Lavins
Signature Date

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

Student Council Representative: Elizabeth M
Signature Date

Principal Approval: [signature]
Signature Date 3/24/23

Reviewed by Business Services: Maria Nevarez Date: 4/5/2023

- 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: Aptitud Academy Date: 2/28/23

Description of Event: Type Spring dance Vendor N/A

Purpose for Event: build general fund for student incentives

If selling food what are the items: individually wrapped pizza/gatorade Brand and package size: kirkland

Explain how food is handled/stored prior to or day of event: Individually wrapped pizza bought day of event. Gatorade stored in classroom.

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

Proposed Date(s) of Event: April 21st Time of Event: 5:00 pm to 7:00pm

Contact Person: Lonny Lowns

Location of Proposed Activity: Cafeteria

Status of Event (please check one): ☐ New Event ☒ Held previously (years): '14-'18

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: Lonny Lowns _____
Signature Date

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

Student Council Representative: Elizabeth M _____
Signature Date

Principal Approval: RWatt 3/24/23
Signature Date

Reviewed by Business Services: Maria Newton Date: 4/5/2023

- 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

Request for Approval:
Contributions to the ASB Account

School Site: Aptitud Academy Date: March 23, 2023

Purpose for Contributions: Student incentives

Proposed Date(s) of Event: April 2023 - June 8th, 2023

Contact Person: Lonny Lawns

Student Body Account Number: 4945986396

Status of Event (please check one): ☒ New Event ☐ Held Previously (Years): _____

What procedures will be used to account for contributions received?
receipts provided for each contribution received.

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor _____ Date: 3/24/23
Signature

Student Council Approval Date _____

Student Council Representative _____ Date: 3/24/23
School Admin (Elementary) Signature

Principal Approval _____ Date: 3/24/23
Signature

Reviewed by Business Services: _____ Date: 4/5/2023

Board Approval Date: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BUSINESS OFFICE
RECEIVED
2023 MAR -3 A 7:39

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 2 **(From Financial Plan)**

School Name: Cassell Elementary School Date: 3/02/23

Description of Event: Type Book Fair. Vendor Scholastic.

Purpose for Event: Fundraiser for student activities, prizes, graduation.

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

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

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

Proposed Date(s) of Event: 04/03/23 - 04/07/23 Time of Event:

Contact Person: Alecia Kelley / Dalyibe Robles

Location of Proposed Activity: E6

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

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

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

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 3/2/2023 Date

Reviewed by Business Services: Maria Nuñez Date: 4/5/2023

- 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: Dorsa Elementary School Date: 3/14/2023

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

Purpose for Event: Fundraiser for 5th Grade outing (in Lieu of Science Camp, Promotions, etc.)

If selling food what are the items: Chocolate Bars Brand and package size: World's Finest Chocolate bars 60 per box at 1.35oz

Explain how food is handled/stored prior to or day of event: Food is delivered to school in boxes and stored in a cool dry room. It is then sorted out by class for all participating students.

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

Proposed Date(s) of Event: 2/9/2023 - Time of Event: Off campus only

Contact Person: Vanessa Dean/Julie Mosqueda

Location of Proposed Activity: Dorsa School/Distribution for students

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 5 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) 3/14/23 (Date)

Student Council Approval Date: 2-9-23 (Middle Schools must attach minutes)

Student Council Representative: Dean Hodges (Signature) 3-15-2023 (Date)

Principal Approval: _____ (Signature) 3/15/23 (Date)

Reviewed by Business Services: Maria Nash Date: 4/5/2023

- 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: 3/27/2023

Description of Event: Type Giants Tickets Vendor _____

Purpose for Event: ~~Incentives and Blue Jay Store~~
Raise money for student blue jay store and other incentive

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

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

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

Proposed Date(s) of Event: April - May 31, 2023 Time of Event: Online

Contact Person: Victor Guendulain

Location of Proposed Activity: online

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

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

Is the Use of Facilities Reservation thru Facilitron completed?	Yes ☐	No ☐	N/A ☑
Has Revenue Potential form been prepared? (For ASB Only - Form must be included)	Yes ☑	No ☐	
Other Background information (Is proposed fundraising event on current ASB budget?)	Yes ☐	No ☐	

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ 3/27/23
Signature Date

Reviewed by Business Services: Mauri Neal Date: 4/5/2023

- 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

RECEIVED
2023 MAR 21 P 1:01

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

School Name: Renaissance Academy @ Fischer Date: 3/16/23

Description of Event: Type Color Run Vendor _____

Purpose for Event: promote community & exercise Through a fun way to get moving

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

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

Proposed Date(s) of Event: 4/6 Time of Event: 3pm

Contact Person: Livia Solis

Location of Proposed Activity: RAF track

Status of Event (please check one): ✓ New Event — Held previously (years): N/A

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 X

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 3/21/23 Date

Reviewed by Business Services: Maria Nevel Date: 4/5/2023

- 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 MAR 21 P 1:01

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 3/16/23

Description of Event: Type Contribution Vendor —

Purpose for Event: Contribution for end of year events.

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

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

Proposed Date(s) of Event: March-June 2023 Time of Event: All day

Contact Person: Luna Soto

Location of Proposed Activity: On Campus

Status of Event (please check one): — New Event — Held previously (years): 15yrs

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 X

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

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

ASB Advisor: _____ Signature _____ Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: Douglas Kleinhuz Signature 3/21/23 Date

Reviewed by Business Services: Maria Nevarez Date: 4/5/2023

- 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 MAR 21 P 1:01

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Renaissance Academy @ Fischer Date: 3/14/23

Description of Event: Type sell tshirts Vendor _____

Purpose for Event: promote class culture/community through similar tshirts

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

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

Proposed Date(s) of Event: March-June 2023 Time of Event: — All Day —

Contact Person: Luvia Solis

Location of Proposed Activity: On campus

Status of Event (please check one): — New Event X Held previously (years): 15yrs

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 X

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

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

ASB Advisor: _____ _____
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: Douglas Kleinhenz 3/21/23
Signature Date

Reviewed by Business Services: Maria Nuño Date: 4/5/2023

- 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: Ryan STEAM Academy Date: 04/03/2023

Description of Event: Type 5th gr. T-Shirts Vendor One Stone Apparel

Purpose for Event: Promotion T-shirts for 5th graders.

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

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

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

Proposed Date(s) of Event: 04/21/2023 - 06/02/2023 Time of Event: 7:30a.M.-4:00pm.

Contact Person: MS Rosario Arezcua

Location of Proposed Activity: _____

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: _____ Signature 4-3-23 Date

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

Student Council Representative: _____ Signature _____ Date

Principal Approval: _____ Signature 4-3-23 Date

Reviewed by Business Services: _____ Date: 4/5/2023

- 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: Ryan STEAM Academy Date: 04/03/2023

Description of Event: Type Yearbook Vendor _____

Purpose for Event: Yearbooks to be sold to students

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

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

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

Proposed Date(s) of Event: 04/14/2023 - 06/08/2023 Time of Event: 8:00 a.m. - 4:00 p.m.

Contact Person: Ms. Rosario Amezcua

Location of Proposed Activity: On Campus

Status of Event (please check one): ☐ New Event ☒ Held previously (years): 2021/2022

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: Bobby Castenada (Signature) 4-3-23 (Date)

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

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

Principal Approval: Yury Rosales (Signature) 4-3-23 (Date)

Reviewed by Business Services: Mari Neal (Signature) Date: 4/5/2023

- 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 APR -4 P 12:41

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Ryan STEAM Academy Date: 04/03/2023

Description of Event: Type Scholastic Bookfaire Vendor Scholastic

Purpose for Event: Selling books thru vendor. Money profited will go towards incentives for students.

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

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

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

Proposed Date(s) of Event: _____ Time of Event: 11:30-1:00pm.

Contact Person: Ms. Rosario Amezcua

Location of Proposed Activity: School Library

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

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

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

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

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

ASB Advisor: Bobby Castanon 4-3-23
Signature Date

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

Student Council Representative: _____ _____
Signature Date

Principal Approval: _____ _____
Signature Date

Reviewed by Business Services: Maria Nuñez Date: 4/5/2023

- 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

Request for Approval:
Contributions to the ASB Account

School Site: Ryan STEAM Academy Date: 03/30/23

Purpose for Contributions: Contributions will go towards 5th gr. science camp + other incentives.

Proposed Date(s) of Event: 04/29/2023 - 06/08/2023

Contact Person: Vanessa Esquibel / Ms. Yeny Rosales

Student Body Account Number: 088-8210-0-4300-00-1110-4000-000000-100-0502

Status of Event (please check one): ☐ New Event ☒ Held Previously (Years): 2021/2022

What procedures will be used to account for contributions received?
Receipts will be given in exchange for the money

Other Background Information (such as other schools or clubs that have held similar events):

ASB Advisor Bailey Castenada Date: 4-3-23
Signature

Student Council Approval Date _____

Student Council Representative Vanessa Esquibel Date: 04/03/2023
School Admin (Elementary) Signature

Principal Approval Yeny Rosales Date: 3-30-23
Signature

Reviewed by Business Services: Maria Nevarez Date: 4/5/2023

Board Approval Date: _____

10.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: April 4, 2023

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during March month of Fiscal Year 2022/2023.

Total of vendor warrants	$	7,247,455.73
Total of payroll warrants	$	4,770,014.04
Total	**$**	**12,017,469.77**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of March 2023.

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

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Recommend Approval

10.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

March 2023

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$4,373,697.31
120	Child Development Fund	$84,725.76
130	Cafeteria Fund	$306,621.32
140	Deferred Maintenance Fund	$14,350.00
210	Building Fund	$638,416.39
250	Capital Facilities Fund	$0.00
350	County School Facility Fund	$0.00
400	Special Reserve for Capital Outlay Fund	$0.00
670	Health and Welfare & Workers Comp	$1,815,892.91
	Subtotal	**$7,233,703.69**
088	Student Body Fund	$13,752.04
	Total Vendor Warrants	**$7,247,455.73**

	PAYROLL WARRANTS	
	10th of the month	$464,408.43
	EOM Payroll	$4,302,861.78
	Manual Checks	$2,743.83
	Void Checks	$0.00
	Total Payroll Warrants	**$4,770,014.04**
	Grand Total All Warrants	**$12,017,469.77**

	From		To
AP Warrants used #	4016788	-	4017370
Payroll Direct Deposit Pay Stub used #	4750797	-	4752253
Payroll Checks used #	4405036	-	4405172

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	3/3/2023	4016798	060	$ 3,037.79
			120	$ 1,037.93
	3/17/2023	4017041	010	$ 10,721.19
	3/24/2023	4017127	010	$ 2,880.29
4IMPRINT INC. Total				$ 17,677.20
ACE EMPOWER ACADEMY	3/10/2023	4016936	010	$ 74,064.00
ACE EMPOWER ACADEMY Total				$ 74,064.00
ACHIEVE KIDS	3/17/2023	4017042	080	$ 17,549.50
ACHIEVE KIDS Total				$ 17,549.50
ACME PACIFIC REPAIRS INC.	3/17/2023	4017070	050	$ 619.69
	3/24/2023	4017197	050	$ 335.00
ACME PACIFIC REPAIRS INC. Total				$ 954.69
ACTION TOWING AND ROAD SERVICE	3/3/2023	4016840	010	$ 452.38
	3/31/2023	4017299	010	$ 429.00
ACTION TOWING AND ROAD SERVICE Total				$ 881.38
AKJ WHOLESALE LLC	3/17/2023	4017043	060	$ 610.17
AKJ WHOLESALE LLC Total				$ 610.17
ALBERT, WENDY E.	3/10/2023	4016899	080	$ 98.26
	3/24/2023	4017146	080	$ 204.00
ALBERT, WENDY E. Total				$ 302.26
ALCATRAZ CRUISES LLC	3/10/2023	4016984	010	$ 276.80
ALCATRAZ CRUISES LLC Total				$ 276.80
ALECIA KELLEY	3/17/2023	4017009	088	$ 672.21
ALECIA KELLEY Total				$ 672.21
ALEXANDRA GUTIERREZ	3/17/2023	4017010	080	$ 31.44
ALEXANDRA GUTIERREZ Total				$ 31.44
ALIA	3/17/2023	4017071	060	$ 14,000.00
ALIA Total				$ 14,000.00
ALLIANCE FOR YOUTH ACHIEVEMENT	3/30/2023	4017245	010	$ 30.00
ALLIANCE FOR YOUTH ACHIEVEMENT Total				$ 30.00
ALLIED REFRIGERATION INC.	3/24/2023	4017195	050	$ 1,473.38
		4017218	050	$ 857.94
	3/31/2023	4017300	050	$ 196.86
ALLIED REFRIGERATION INC. Total				$ 2,528.18
ALPHA BLANCA ALVARADO(ALPHA1)	3/10/2023	4016937	010	$ 246,219.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				$ 246,219.00
ALPHA JOSE HERNANDEZ (ALPHA	3/3/2023	4016817	010	$ 76,140.00
	3/10/2023	4016938	010	$ 207,871.00
ALPHA JOSE HERNANDEZ (ALPHA Total				$ 284,011.00
ALUM ROCK #305	3/30/2023	4017246	010	$ 428.00
ALUM ROCK #305 Total				$ 428.00
ALUM ROCK ADMINISTRATORS ASSOC	3/30/2023	4017247	010	$ 550.00
ALUM ROCK ADMINISTRATORS ASSOC Total				$ 550.00
AMAZON WEB SERVICES INC.	3/10/2023	4016922	010	$ 71.56
AMAZON WEB SERVICES INC. Total				$ 71.56
AMAZON.COM LLC	3/3/2023	4016799	010	$ 253.03
	3/10/2023	4016875	010	$ 234.17
			080	$ 113.72
		4016939	010	$ 852.03
	3/17/2023	4017044	010	$ 614.16
			060	$ 274.96

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	3/17/2023	4017072	010	$ 2,612.85
	3/24/2023	4017128	010	$ 5,718.10
		4017165	010	$ 325.18
		4017198	010	$ 410.00
		4017206	060	$ 2,365.00
			210	$ 458.27
	3/31/2023	4017279	010	$ 141.05
		4017314	010	$ 526.97
			060	$ 1,182.66
			080	$ 921.08
		4017342	010	$ 48.45
AMAZON.COM LLC Total				**$ 17,051.68**
AMC CARD PROCESSING SERVICES	3/30/2023	4017240	080	$ 982.80
AMC CARD PROCESSING SERVICES Total				**$ 982.80**
AMER HASSAN	3/31/2023	4017343	060	$ 27,000.00
AMER HASSAN Total				**$ 27,000.00**
AMERICAN FIDELITY ASSURANCE	3/30/2023	4017248	010	$ 9,750.00
AMERICAN FIDELITY ASSURANCE Total				**$ 9,750.00**
AMERICAN FIDELITY ASSURANCE CO	3/30/2023	4017249	010	$ 29,311.73
AMERICAN FIDELITY ASSURANCE CO Total				**$ 29,311.73**
AMY ELIZABETH RODRIGUES	3/10/2023	4016900	010	$ 19.65
AMY ELIZABETH RODRIGUES Total				**$ 19.65**
ANDRE BOUDIN BAKERIES	3/31/2023	4017315	010	$ 245.32
ANDRE BOUDIN BAKERIES Total				**$ 245.32**
ANDREA ELIZABETH MORTON	3/10/2023	4016901	080	$ 12.64
ANDREA ELIZABETH MORTON Total				**$ 12.64**
ANGELICA DIANA ULTRERAS-ORTIZ	3/17/2023	4017108	010	$ 39.97
ANGELICA DIANA ULTRERAS-ORTIZ Total				**$ 39.97**
ANGELITA M. GARCES	3/17/2023	4017011	010	$ 214.10
ANGELITA M. GARCES Total				**$ 214.10**
ANITA GHOSH	3/10/2023	4016908	010	$ 6.00
ANITA GHOSH Total				**$ 6.00**
ANNYA R ARTIGAS	3/31/2023	4017259	010	$ 122.42
		4017363	060	$ 74.89
ANNYA R ARTIGAS Total				**$ 197.31**
ANTHONY COLONNA	3/31/2023	4017316	080	$ 236.95
ANTHONY COLONNA Total				**$ 236.95**
AON RISK INSURANCE SERVICES	3/17/2023	4017073	010	$ 5.00
AON RISK INSURANCE SERVICES Total				**$ 5.00**
ARC ALTERNATIVES	3/24/2023	4017181	210	$ 10,257.50
ARC ALTERNATIVES Total				**$ 10,257.50**
ARELY MARGARITA FLORES	3/1/2023	4016788	010	$ 108.84
	3/10/2023	4016927	060	$ 47.93
ARELY MARGARITA FLORES Total				**$ 156.77**
ASHLEY WONG	3/9/2023	4016863	010	$ 200.00
ASHLEY WONG Total				**$ 200.00**
ASSOCIATION OF CALIFORNIA	3/30/2023	4017250	010	$ 3,229.71
ASSOCIATION OF CALIFORNIA Total				**$ 3,229.71**
AT&T	3/9/2023	4016861	010	$ 5,111.82
	3/30/2023	4017241	010	$ 5,130.23
AT&T Total				**$ 10,242.05**

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AXIOM COMMUNICATIONS SYSTEMS	3/10/2023	4016967	050	$ 7,919.11
	3/31/2023	4017344	050	$ 2,920.00
AXIOM COMMUNICATIONS SYSTEMS Total				**$ 10,839.11**
BALCO HOLDINGS INC	3/10/2023	4016968	010	$ 10,851.84
	3/17/2023	4017096	010	$ 157.82
BALCO HOLDINGS INC Total				**$ 11,009.66**
BALLARD & TIGHE COMPANY	3/10/2023	4016940	060	$ 17,958.60
BALLARD & TIGHE COMPANY Total				**$ 17,958.60**
BARNES AND NOBLE	3/10/2023	4016876	060	$ 157.38
	3/24/2023	4017199	060	$ 400.21
BARNES AND NOBLE Total				**$ 557.59**
BAY AREA AIR QUALITY MGMT	3/3/2023	4016841	010	$ 271.00
BAY AREA AIR QUALITY MGMT Total				**$ 271.00**
BAY AREA FLOOR MACHINE	3/3/2023	4016850	010	$ 227.94
	3/24/2023	4017219	010	$ 1,255.69
	3/31/2023	4017345	010	$ 604.63
BAY AREA FLOOR MACHINE Total				**$ 2,088.26**
BERRY JAY	3/3/2023	4016818	010	$ 223.83
BERRY JAY Total				**$ 223.83**
BERTHA RAZO	3/17/2023	4017109	010	$ 38.28
BERTHA RAZO Total				**$ 38.28**
BIOMETRICS4ALL INC.	3/10/2023	4016923	010	$ 21.00
BIOMETRICS4ALL INC. Total				**$ 21.00**
BIZON GROUP INC	3/17/2023	4017074	210	$ 3,234.57
BIZON GROUP INC Total				**$ 3,234.57**
BLAKE HARLAN BUCHANAN	3/24/2023	4017147	080	$ 189.97
BLAKE HARLAN BUCHANAN Total				**$ 189.97**
BLUETRITON BRANDS INC.	3/9/2023	4016869	010	$ 79.25
			130	$ 48.93
	3/2/2023	4016794	010	$ 357.93
			080	$ 84.99
	3/30/2023	4017242	010	$ 310.37
			080	$ 29.46
			130	$ 58.92
	3/23/2023	4017126	010	$ 849.16
			050	$ 69.77
			080	$ 75.53
BLUETRITON BRANDS INC. Total				**$ 1,964.31**
BOSCO CONSTRUCTION SERVICES	3/3/2023	4016842	050	$ 3,994.00
	3/10/2023	4016877	050	$ 10,500.00
		4016969	050	$ 19,300.00
		4016994	050	$ 1,700.00
		4017003	210	$ 15,601.85
BOSCO CONSTRUCTION SERVICES Total				**$ 51,095.85**
BRAVO, MANDY	3/17/2023	4017012	060	$ 12.51
BRAVO, MANDY Total				**$ 12.51**
BRENDA HERNANDEZ	3/24/2023	4017148	010	$ 242.54
BRENDA HERNANDEZ Total				**$ 242.54**
BRIDGE WIRELESS INC	3/10/2023	4016941	010	$ 3,201.25
BRIDGE WIRELESS INC Total				**$ 3,201.25**
BRIDGID JOSEPHINE	3/1/2023	4016789	010	$ 21.81

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
BRIDGID JOSEPHINE Total				$ 21.81
CALIFORNIA ACADEMY OF SCIENCES	3/9/2023	4016864	088	$ 1,039.65
		4016872	088	$ 657.25
CALIFORNIA ACADEMY OF SCIENCES Total				$ 1,696.90
CALIFORNIA DEPARTMENT OF	3/9/2023	4016865	010	$ 747.13
CALIFORNIA DEPARTMENT OF Total				$ 747.13
CALIFORNIA KINDERGARTEN	3/17/2023	4017045	060	$ 50.00
CALIFORNIA KINDERGARTEN Total				$ 50.00
CAL-STEAM INC.	3/10/2023	4016995	050	$ 845.32
	3/31/2023	4017301	050	$ 887.29
CAL-STEAM INC. Total				$ 1,732.61
CANON FINANCIAL SERVICES INC.	3/3/2023	4016800	130	$ 1,632.70
	3/17/2023	4017075	010	$ 240.63
	3/24/2023	4017166	130	$ 145.47
	3/27/2023	4017234	010	$ 3,024.25
			060	$ 2,990.34
			050	$ 255.94
			080	$ 183.75
			130	$ 300.75
	3/31/2023	4017346	010	$ 25,426.21
CANON FINANCIAL SERVICES INC. Total				$ 34,200.04
CARAHSOFT TECHNOLOGY CORP	3/3/2023	4016801	010	$ 421.39
	3/10/2023	4016878	010	$ 371.66
		4016909	010	$ 90,599.51
	3/24/2023	4017200	010	$ 526.01
CARAHSOFT TECHNOLOGY CORP Total				$ 91,918.57
CARLOS C TRIPODI	3/31/2023	4017280	010	$ 52.40
CARLOS C TRIPODI Total				$ 52.40
CASTILLO, ALICIA	3/31/2023	4017364	060	$ 230.63
CASTILLO, ALICIA Total				$ 230.63
CAT FINANCIAL CAT CARD	3/3/2023	4016843	010	$ 722.13
CAT FINANCIAL CAT CARD Total				$ 722.13
CDW LLC	3/10/2023	4016879	010	$ 30,705.00
	3/24/2023	4017182	010	$ 0.00
			210	$ 429,739.84
CDW LLC Total				$ 460,444.84
CELLCO PARTNERSHIP	3/17/2023	4017068	010	$ 5,829.07
CELLCO PARTNERSHIP Total				$ 5,829.07
CENTER FOR THE COLLABORATIVE	3/17/2023	4017076	060	$ 12,358.42
	3/31/2023	4017317	060	$ 3,609.44
CENTER FOR THE COLLABORATIVE Total				$ 15,967.86
CHEN, CINDY	3/10/2023	4016928	060	$ 52.35
CHEN, CINDY Total				$ 52.35
CHILDREN'S DISCOVERY MUSEUM	3/17/2023	4017046	060	$ 270.00
CHILDREN'S DISCOVERY MUSEUM Total				$ 270.00
CHRISTINA RAQUEDAN	3/10/2023	4016902	080	$ 45.85
CHRISTINA RAQUEDAN Total				$ 45.85
CHRISTINA SARINANA	3/10/2023	4016910	010	$ 120.30
		4016929	088	$ 316.12
CHRISTINA SARINANA Total				$ 436.42
CIELO ROSARIO Q ULPINDO	3/10/2023	4016942	010	$ 16,280.00

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CIELO ROSARIO Q ULPINDO Total				$ 16,280.00
CINTAS CORPORATION	3/10/2023	4016970	010	$ 1,144.92
			050	$ 462.33
	3/17/2023	4017097	010	$ 398.11
			050	$ 62.53
	3/24/2023	4017220	010	$ 336.27
			050	$ 62.53
	3/31/2023	4017347	010	$ 340.37
			050	$ 62.53
CINTAS CORPORATION Total				$ 2,869.59
CLARA CRUZ	3/24/2023	4017149	010	$ 39.35
CLARA CRUZ Total				$ 39.35
COAST DESIGNS	3/3/2023	4016802	088	$ 454.16
COAST DESIGNS Total				$ 454.16
COMMUNITY SCHOOL OF MUSIC AND	3/24/2023	4017207	010	$ 9,137.00
			060	$ 37,906.00
	3/31/2023	4017318	060	$ 11,658.00
COMMUNITY SCHOOL OF MUSIC AND Total				$ 58,701.00
CORNEJOS CATERING INC	3/24/2023	4017183	010	$ 2,320.00
CORNEJOS CATERING INC Total				$ 2,320.00
CORPORATE BILLING LLC	3/31/2023	4017348	050	$ 4,976.56
CORPORATE BILLING LLC Total				$ 4,976.56
COUNTY BUILDING MATERIALS INC.	3/31/2023	4017302	050	$ 710.74
COUNTY BUILDING MATERIALS INC. Total				$ 710.74
CREATIVE LEARNING AND	3/31/2023	4017281	060	$ 10,000.00
CREATIVE LEARNING AND Total				$ 10,000.00
CROWN CASTLE INTERNATIONAL	3/10/2023	4016911	010	$ 3,248.43
CROWN CASTLE INTERNATIONAL Total				$ 3,248.43
CSEA VICTORY CLUB	3/30/2023	4017251	010	$ 47.00
CSEA VICTORY CLUB Total				$ 47.00
CYNDI L MACDONALD	3/17/2023	4017110	060	$ 498.84
CYNDI L MACDONALD Total				$ 498.84
DAISY MADRIGAL	3/24/2023	4017150	010	$ 85.58
DAISY MADRIGAL Total				$ 85.58
DANIEL HERNANDEZ GUDIEL	3/31/2023	4017260	010	$ 39.31
DANIEL HERNANDEZ GUDIEL Total				$ 39.31
DANIEL SANCHEZ	3/3/2023	4016803	060	$ 2,200.00
	3/10/2023	4016880	060	$ 1,000.00
DANIEL SANCHEZ Total				$ 3,200.00
DANNIS WOLIVER KELLY	3/17/2023	4017111	010	$ 8,791.12
	3/24/2023	4017208	010	$ 3,067.00
DANNIS WOLIVER KELLY Total				$ 11,858.12
DAYLIGHT FOODS INC	3/9/2023	4016866	130	$ 23,436.32
DAYLIGHT FOODS INC Total				$ 23,436.32
DBA: PALACE BUSINESS SOLUTIONS	3/3/2023	4016851	010	$ 8,299.39
	3/10/2023	4016996	010	$ 2,933.33
	3/31/2023	4017311	010	$ 4,300.91
		4017313	010	$ 6,277.26
DBA: PALACE BUSINESS SOLUTIONS Total				$ 21,810.89
DBA:DELTA HEALTHCARE PROVIDERS	3/3/2023	4016804	080	$ 15,187.50
	3/31/2023	4017365	080	$ 14,175.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
DBA:DELTA HEALTHCARE PROVIDERS Total			**$**	**29,362.50**
DELTA DENTAL	3/3/2023	4016819 670	$	876.69
	3/31/2023	4017349 670	$	979.83
DELTA DENTAL Total			**$**	**1,856.52**
DENISSE MENDEZ	3/24/2023	4017184 060	$	273.39
		130	$	39.54
	3/31/2023	4017282 130	$	123.42
DENISSE MENDEZ Total			**$**	**436.35**
DEPARTMENT OF INDUSTRIAL	3/17/2023	4017098 050	$	1,575.00
DEPARTMENT OF INDUSTRIAL Total			**$**	**1,575.00**
DIANA TUCKER	3/10/2023	4016943 010	$	675.24
DIANA TUCKER Total			**$**	**675.24**
DRT GRADING & PAVING INC.	3/10/2023	4017004 210	$	2,935.50
DRT GRADING & PAVING INC. Total			**$**	**2,935.50**
DSA - OFFICE OF REGULATORY	3/30/2023	4017239 210	$	500.00
		4017258 210	$	500.00
DSA - OFFICE OF REGULATORY Total			**$**	**1,000.00**
E.L. ACHIEVE INC.	3/10/2023	4016944 060	$	2,500.00
	3/31/2023	4017319 060	$	5,000.00
E.L. ACHIEVE INC. Total			**$**	**7,500.00**
EARLYCHILDHOOD LLC	3/31/2023	4017283 120	$	10,375.71
EARLYCHILDHOOD LLC Total			**$**	**10,375.71**
EAST BAY REFRIGERATION, INC.	3/3/2023	4016805 130	$	818.19
	3/17/2023	4017077 130	$	1,003.48
	3/24/2023	4017201 130	$	657.50
EAST BAY REFRIGERATION, INC. Total			**$**	**2,479.17**
EDGES ELECTRICAL GROUP LLC	3/3/2023	4016852 050	$	824.04
	3/10/2023	4016971 050	$	3,557.96
	3/31/2023	4017350 050	$	2,868.39
EDGES ELECTRICAL GROUP LLC Total			**$**	**7,250.39**
EINSTEIN NOAH RESTAURANT	3/10/2023	4016881 010	$	403.26
		4016945 010	$	1,015.51
	3/17/2023	4017047 010	$	97.13
		4017078 010	$	270.43
		060	$	57.49
	3/24/2023	4017167 010	$	66.33
		4017202 010	$	53.69
		4017209 010	$	164.50
	3/31/2023	4017284 010	$	30.04
		4017351 010	$	247.52
EINSTEIN NOAH RESTAURANT Total			**$**	**2,405.90**
ELIZABETH NUNEZ GUZMAN	3/2/2023	4016795 010	$	184.00
	3/24/2023	4017151 010	$	284.24
	3/31/2023	4017261 010	$	66.82
ELIZABETH NUNEZ GUZMAN Total			**$**	**535.06**
EMILY BETH MCCHRISTIAN	3/17/2023	4017013 010	$	27.51
EMILY BETH MCCHRISTIAN Total			**$**	**27.51**
ENCORE DATA PRODUCT INC.	3/31/2023	4017320 060	$	1,906.41
ENCORE DATA PRODUCT INC. Total			**$**	**1,906.41**
ENVIRONMENTAL SYSTEMS INC	3/24/2023	4017229 050	$	612.50
ENVIRONMENTAL SYSTEMS INC Total			**$**	**612.50**

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ERIN DEVINE	3/3/2023	4016835	080	$ 15,080.00
ERIN DEVINE Total				**$ 15,080.00**
ESTHER B. CLARK SCHOOL AT	3/10/2023	4016924	080	$ 16,520.60
	3/24/2023	4017185	080	$ 15,175.10
ESTHER B. CLARK SCHOOL AT Total				**$ 31,695.70**
ESTRELLITA	3/10/2023	4016882	060	$ 4,505.77
ESTRELLITA Total				**$ 4,505.77**
FACILITRON INC	3/17/2023	4017048	010	$ 803.25
			060	$ 1,680.00
FACILITRON INC Total				**$ 2,483.25**
FEDERAL EXPRESS	3/3/2023	4016820	010	$ 230.20
	3/17/2023	4017014	010	$ 168.17
	3/24/2023	4017186	010	$ 79.74
FEDERAL EXPRESS Total				**$ 478.11**
FIRST BOOK	3/3/2023	4016806	010	$ 287.61
FIRST BOOK Total				**$ 287.61**
FIRST STUDENT INC.	3/10/2023	4016883	060	$ 1,907.62
FIRST STUDENT INC. Total				**$ 1,907.62**
FITNESS FINDERS INC	3/24/2023	4017129	088	$ 410.91
FITNESS FINDERS INC Total				**$ 410.91**
FLINN SCIENTIFIC	3/10/2023	4016946	060	$ 3,445.60
FLINN SCIENTIFIC Total				**$ 3,445.60**
FOLEY & SONS INC	3/17/2023	4017079	010	$ 383.60
FOLEY & SONS INC Total				**$ 383.60**
FOSTER DAIRY FARMS	3/16/2023	4017006	130	$ 49,509.07
FOSTER DAIRY FARMS Total				**$ 49,509.07**
FROG ENVIRONMENTAL. INC	3/24/2023	4017221	010	$ 175.00
FROG ENVIRONMENTAL. INC Total				**$ 175.00**
GARDA CL WEST	3/10/2023	4016947	010	$ 3.72
			130	$ 3.71
	3/17/2023	4017036	010	$ 154.36
			130	$ 154.36
GARDA CL WEST Total				**$ 316.15**
GEINAH LIM NIERRA	3/24/2023	4017152	080	$ 150.00
GEINAH LIM NIERRA Total				**$ 150.00**
GKS EDUCATION LLC	3/10/2023	4016985	060	$ 4,375.00
	3/24/2023	4017168	060	$ 17,955.00
GKS EDUCATION LLC Total				**$ 22,330.00**
GLEN PRICE GROUP	3/10/2023	4016948	010	$ 13,970.00
GLEN PRICE GROUP Total				**$ 13,970.00**
GLORIA INES CORTES	3/31/2023	4017262	010	$ 54.48
GLORIA INES CORTES Total				**$ 54.48**
GLORIA TRAN	3/17/2023	4017015	010	$ 400.00
	3/31/2023	4017263	010	$ 250.00
GLORIA TRAN Total				**$ 650.00**
GLORIA YOLANDA HAYES-PERKINS	3/3/2023	4016821	010	$ 22.60
GLORIA YOLANDA HAYES-PERKINS Total				**$ 22.60**
GOLD STAR FOODS	3/9/2023	4016873	130	$ 191,961.28
GOLD STAR FOODS Total				**$ 191,961.28**
GOLFLAND	3/24/2023	4017169	088	$ 463.75
GOLFLAND Total				**$ 463.75**

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GREENESPORT ASSOCIATION	3/17/2023	4017037	010	$ 1,400.00
		4017049	010	$ 3,310.00
	3/24/2023	4017170	010	$ 130.00
GREENESPORT ASSOCIATION Total				**$ 4,840.00**
GUADALUPE TRUJILLO	3/24/2023	4017153	010	$ 573.09
GUADALUPE TRUJILLO Total				**$ 573.09**
HARRY L. MURPHY INC.	3/31/2023	4017303	050	$ 14,500.00
HARRY L. MURPHY INC. Total				**$ 14,500.00**
HAZEL DELA CRUZ	3/17/2023	4017016	080	$ 205.56
HAZEL DELA CRUZ Total				**$ 205.56**
HEATHER EDWINA MUIR	3/17/2023	4017017	010	$ 181.47
			060	$ 49.22
HEATHER EDWINA MUIR Total				**$ 230.69**
HECTOR HERNANDEZ	3/17/2023	4017018	010	$ 140.51
HECTOR HERNANDEZ Total				**$ 140.51**
HIGHSCOPE EDUCATIONAL RESEARCH	3/10/2023	4016884	120	$ 855.99
HIGHSCOPE EDUCATIONAL RESEARCH Total				**$ 855.99**
HOME DEPOT U.S.A. INC.	3/3/2023	4016844	050	$ 6,757.83
		4016853	010	$ 1,756.71
	3/10/2023	4016885	050	$ 838.27
		4016972	010	$ 935.32
			050	$ 5,453.65
		4016973	010	$ 1,362.61
		4016997	010	$ 716.94
	3/24/2023	4017222	010	$ 3,284.05
		4017230	010	$ 264.21
			050	$ 1,556.96
	3/31/2023	4017304	050	$ 789.66
HOME DEPOT U.S.A. INC. Total				**$ 23,716.21**
HUANG, TERESA	3/31/2023	4017264	010	$ 200.00
HUANG, TERESA Total				**$ 200.00**
IDA G HARL	3/17/2023	4017019	010	$ 55.55
IDA G HARL Total				**$ 55.55**
IDN INC	3/17/2023	4017099	050	$ 77.16
IDN INC Total				**$ 77.16**
IMAGINE LEARNING LLC	3/10/2023	4016949	060	$ 25,000.00
	3/17/2023	4017080	060	$ 9,000.00
	3/31/2023	4017352	060	$ 600.00
IMAGINE LEARNING LLC Total				**$ 34,600.00**
IMEE ALMAZAN	3/1/2023	4016790	010	$ 320.65
IMEE ALMAZAN Total				**$ 320.65**
IMPERIAL BAG & PAPER CO LLC	3/9/2023	4016867	130	$ 19,680.75
IMPERIAL BAG & PAPER CO LLC Total				**$ 19,680.75**
INTERNATIONAL ASSOCIATION FOR	3/24/2023	4017187	010	$ 2,000.00
			060	$ 2,000.00
INTERNATIONAL ASSOCIATION FOR Total				**$ 4,000.00**
IT MANAGEMENT CORPORATION	3/10/2023	4016998	010	$ 3,116.21
IT MANAGEMENT CORPORATION Total				**$ 3,116.21**
ITSAVVY LLC	3/24/2023	4017130	060	$ 2,129.18
	3/31/2023	4017321	010	$ 535.76
ITSAVVY LLC Total				**$ 2,664.94**

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IXL LEARNING INC.	3/3/2023	4016807	060	$ 810.00
IXL LEARNING INC. Total				**$ 810.00**
JENIFER MARTINEZ	3/3/2023	4016822	010	$ 80.76
JENIFER MARTINEZ Total				**$ 80.76**
JENNIFER TIMMINS	3/3/2023	4016836	060	$ 45.20
JENNIFER TIMMINS Total				**$ 45.20**
JENNY HOANG TRAN	3/31/2023	4017322	088	$ 184.70
JENNY HOANG TRAN Total				**$ 184.70**
JERRY H. WANG	3/17/2023	4017038	010	$ 519.53
JERRY H. WANG Total				**$ 519.53**
JESS FERNANDEZ	3/10/2023	4016974	050	$ 12,900.00
JESS FERNANDEZ Total				**$ 12,900.00**
JESSE M SERNA	3/3/2023	4016808	010	$ 4,915.90
	3/31/2023	4017323	010	$ 5,623.85
JESSE M SERNA Total				**$ 10,539.75**
JESUS L ARAUJO JR	3/16/2023	4017007	010	$ 827.74
JESUS L ARAUJO JR Total				**$ 827.74**
JET MULCH INC	3/10/2023	4016975	050	$ 1,751.41
JET MULCH INC Total				**$ 1,751.41**
JILL MARIE MCKIE	3/31/2023	4017265	010	$ 55.54
JILL MARIE MCKIE Total				**$ 55.54**
JONATHAN ALEXANDER ALMERIDO	3/1/2023	4016791	010	$ 43.04
JONATHAN ALEXANDER ALMERIDO Total				**$ 43.04**
JONES SCHOOL SUPPLY CO. INC.	3/17/2023	4017081	010	$ 21.47
	3/31/2023	4017285	010	$ 32.95
JONES SCHOOL SUPPLY CO. INC. Total				**$ 54.42**
JOSE JESUS GUERRA	3/2/2023	4016796	010	$ 42.56
JOSE JESUS GUERRA Total				**$ 42.56**
JOSE S. RIVERA SR.	3/17/2023	4017020	010	$ 214.10
JOSE S. RIVERA SR. Total				**$ 214.10**
JUST RIGHT READER INC	3/10/2023	4016950	060	$ 8,069.53
JUST RIGHT READER INC Total				**$ 8,069.53**
KAISER PERMANENTE	3/3/2023	4016823	670	$ 412.66
	3/31/2023	4017353	670	$ 412.66
KAISER PERMANENTE Total				**$ 825.32**
KAREN MICHELLE BERGESEN	3/24/2023	4017154	010	$ 198.75
KAREN MICHELLE BERGESEN Total				**$ 198.75**
KARI ELIZABETH ROEMER	3/24/2023	4017155	010	$ 24.95
KARI ELIZABETH ROEMER Total				**$ 24.95**
KATHLEEN EILEEN CASEY-GARCIA	3/17/2023	4017021	010	$ 43.61
KATHLEEN EILEEN CASEY-GARCIA Total				**$ 43.61**
KATRINA VALDEZ	3/10/2023	4016886	060	$ 8,692.00
	3/17/2023	4017050	060	$ 8,692.00
KATRINA VALDEZ Total				**$ 17,384.00**
KATRINA ZHANG	3/10/2023	4016951	130	$ 69.69
	3/17/2023	4017022	060	$ 603.60
KATRINA ZHANG Total				**$ 673.29**
KE HUANG	3/10/2023	4016912	010	$ 48.18
KE HUANG Total				**$ 48.18**
KEENAN & ASSOCIATES	3/3/2023	4016824	670	$ 105,925.00
	3/31/2023	4017354	670	$ 105,925.00

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KEENAN & ASSOCIATES Total				$ 211,850.00
KELLY SPICERS INC	3/24/2023	4017171	010	$ 1,170.31
KELLY SPICERS INC Total				$ 1,170.31
KELLY-MOORE PAINT COMPANY INC.	3/10/2023	4016976	010	$ 452.66
		4016999	010	$ 184.25
KELLY-MOORE PAINT COMPANY INC. Total				$ 636.91
KENBERMA PRODUCTS INC	3/24/2023	4017210	010	$ 1,006.45
KENBERMA PRODUCTS INC Total				$ 1,006.45
KENNETH MCBRIAN	3/17/2023	4017112	010	$ 112.00
KENNETH MCBRIAN Total				$ 112.00
KEVIN DAVID WEBSTER	3/10/2023	4016903	080	$ 86.46
KEVIN DAVID WEBSTER Total				$ 86.46
KHAI Q. TRAN	3/3/2023	4016845	050	$ 9,480.00
	3/24/2023	4017231	050	$ 3,560.00
KHAI Q. TRAN Total				$ 13,040.00
KIMI JOY HIROSHIMA	3/17/2023	4017023	120	$ 194.63
KIMI JOY HIROSHIMA Total				$ 194.63
KIPP HEARTWOOD ACADEMY	3/10/2023	4016952	010	$ 191,681.00
KIPP HEARTWOOD ACADEMY Total				$ 191,681.00
KIPP PRIZE PREPARATORY ACADEMY	3/10/2023	4016953	010	$ 177,203.00
KIPP PRIZE PREPARATORY ACADEMY Total				$ 177,203.00
KOLVIRA CHHENG	3/17/2023	4017024	010	$ 151.83
KOLVIRA CHHENG Total				$ 151.83
KRISTINA RENEE CHAVEZ	3/31/2023	4017266	010	$ 177.11
KRISTINA RENEE CHAVEZ Total				$ 177.11
KSHIRSAGAR, SHRISHARADA N	3/3/2023	4016825	060	$ 318.85
KSHIRSAGAR, SHRISHARADA N Total				$ 318.85
LAKESHORE EQUIPMENT COMPANY	3/10/2023	4016887	010	$ 666.34
	3/17/2023	4017051	010	$ 424.85
			060	$ 3,098.22
	3/24/2023	4017131	010	$ 307.22
			060	$ 633.54
		4017188	010	$ 883.29
			060	$ 4,133.47
			080	$ 171.39
	3/31/2023	4017286	010	$ 134.80
		4017324	010	$ 1,105.40
			060	$ 934.98
LAKESHORE EQUIPMENT COMPANY Total				$ 12,493.50
LANGUAGE PEOPLE INC	3/31/2023	4017287	010	$ 7,144.86
LANGUAGE PEOPLE INC Total				$ 7,144.86
LAURA FUENTES	3/31/2023	4017267	010	$ 278.08
LAURA FUENTES Total				$ 278.08
LAURENCIA SENABRIA	3/30/2023	4017244	010	$ 1,061.54
LAURENCIA SENABRIA Total				$ 1,061.54
LDP INC	3/17/2023	4017052	060	$ 295.65
LDP INC Total				$ 295.65
LEO'S COMMERCIAL TIRE INC	3/3/2023	4016854	050	$ 1,410.00
	3/24/2023	4017223	050	$ 1,902.66
LEO'S COMMERCIAL TIRE INC Total				$ 3,312.66
LET'S TRAVEL	3/17/2023	4017082	010	$ 945.76

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LET'S TRAVEL	3/17/2023	4017082	060	$ 5,964.67
LET'S TRAVEL Total				**$ 6,910.43**
LIFT ENRICHMENT INC	3/10/2023	4016913	060	$ 21,000.00
	3/24/2023	4017132	060	$ 64,050.00
LIFT ENRICHMENT INC Total				**$ 85,050.00**
LISA DEBORAH OVERHOLT	3/17/2023	4017025	060	$ 61.20
LISA DEBORAH OVERHOLT Total				**$ 61.20**
LISA MARIE GREGOIRE	3/17/2023	4017026	010	$ 95.23
LISA MARIE GREGOIRE Total				**$ 95.23**
LITERACY RESOURCES LLC	3/10/2023	4016954	060	$ 1,086.48
	3/31/2023	4017288	060	$ 1,241.60
		4017325	060	$ 7,582.00
LITERACY RESOURCES LLC Total				**$ 9,910.08**
LITTLE HEROES	3/10/2023	4016874	010	$ 16,675.00
			060	$ 26,725.00
	3/17/2023	4017053	010	$ 1,325.00
			060	$ 1,775.00
LITTLE HEROES Total				**$ 46,500.00**
LOGO LOCKER LLC	3/10/2023	4016888	010	$ 2,140.47
	3/31/2023	4017355	088	$ 1,089.92
LOGO LOCKER LLC Total				**$ 3,230.39**
LORELIZ JACINTO	3/31/2023	4017268	010	$ 146.09
LORELIZ JACINTO Total				**$ 146.09**
LOWES COMPANIES INC.	3/10/2023	4016977	050	$ 497.97
		4017000	050	$ 320.30
	3/17/2023	4017100	050	$ 16,911.76
	3/31/2023	4017356	050	$ 336.67
LOWES COMPANIES INC. Total				**$ 18,066.70**
LOZANO SMITH LLP	3/17/2023	4017122	080	$ 24,916.50
LOZANO SMITH LLP Total				**$ 24,916.50**
LPA INC	3/10/2023	4016986	210	$ 52,105.37
LPA INC Total				**$ 52,105.37**
LUIS ABRAHAM TORRES	3/24/2023	4017156	080	$ 51.42
LUIS ABRAHAM TORRES Total				**$ 51.42**
LUX BUS AMERICA CO.	3/24/2023	4017203	060	$ 5,236.75
	3/31/2023	4017326	060	$ 4,981.44
		4017357	060	$ 1,660.48
LUX BUS AMERICA CO. Total				**$ 11,878.67**
LYANNE ABREU	3/17/2023	4017113	060	$ 250.93
LYANNE ABREU Total				**$ 250.93**
MA ELENA VILLEGAS	3/31/2023	4017269	010	$ 82.73
MA ELENA VILLEGAS Total				**$ 82.73**
MALONEY, BECKI	3/10/2023	4016914	010	$ 90.51
MALONEY, BECKI Total				**$ 90.51**
MANSON WESTERN CORPORATION	3/10/2023	4016889	080	$ 161.21
	3/24/2023	4017133	080	$ 154.00
	3/31/2023	4017327	080	$ 132.00
MANSON WESTERN CORPORATION Total				**$ 447.21**
MARIA CARMINA OROZCO	3/17/2023	4017114	010	$ 121.83
MARIA CARMINA OROZCO Total				**$ 121.83**
MARIA E RUIZ	3/9/2023	4016868	010	$ 59.17

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MARIA E RUIZ Total				$ 59.17
MARICRUZ GONZALEZ	3/24/2023	4017157	010	$ 145.72
MARICRUZ GONZALEZ Total				$ 145.72
MARY YOUNG WILLIAMS	3/3/2023	4016837	010	$ 17.50
MARY YOUNG WILLIAMS Total				$ 17.50
MATTHEW WARNER	3/24/2023	4017158	010	$ 132.22
MATTHEW WARNER Total				$ 132.22
MAXIM HEALTHCARE SERVICES	3/10/2023	4016987	010	$ 1,876.80
	3/17/2023	4017039	080	$ 119,557.92
		4017083	010	$ 2,747.40
	3/24/2023	4017134	010	$ 1,824.60
		4017189	080	$ 54,410.50
MAXIM HEALTHCARE SERVICES Total				$ 180,417.22
MCKINLEY ELEVATOR CORPORATION	3/24/2023	4017224	050	$ 600.00
	3/31/2023	4017358	050	$ 2,124.97
MCKINLEY ELEVATOR CORPORATION Total				$ 2,724.97
MELISSA OROZCO	3/17/2023	4017115	010	$ 65.30
MELISSA OROZCO Total				$ 65.30
METLIFE SMALL MARKET	3/3/2023	4016826	010	$ 2,029.36
METLIFE SMALL MARKET Total				$ 2,029.36
MICHELLE MARIE ELLIOTT	3/3/2023	4016827	010	$ 86.41
MICHELLE MARIE ELLIOTT Total				$ 86.41
MID AMERICA ADMINISTRATION	3/30/2023	4017252	010	$ 8,128.00
MID AMERICA ADMINISTRATION Total				$ 8,128.00
MIGUEL HERRERA	3/17/2023	4017027	010	$ 80.03
MIGUEL HERRERA Total				$ 80.03
MIKES SHY NON SHIRTS INC.	3/24/2023	4017172	010	$ 3,084.37
MIKES SHY NON SHIRTS INC. Total				$ 3,084.37
MINDWORKS INNOVATIONS INC	3/10/2023	4016890	060	$ 2,215.20
MINDWORKS INNOVATIONS INC Total				$ 2,215.20
MONARCH TRUCK SERVICE	3/17/2023	4017054	010	$ 132.52
	3/24/2023	4017173	010	$ 166.76
	3/31/2023	4017289	010	$ 200.44
MONARCH TRUCK SERVICE Total				$ 499.72
MONICA V ARELLANO	3/31/2023	4017270	010	$ 201.72
MONICA V ARELLANO Total				$ 201.72
MUS VIL INC.	3/31/2023	4017359	010	$ 115.66
MUS VIL INC. Total				$ 115.66
NAHRAIN KASKA	3/17/2023	4017028	010	$ 302.06
NAHRAIN KASKA Total				$ 302.06
NAJMUN RAHMAN	3/17/2023	4017029	010	$ 181.91
			060	$ 45.94
NAJMUN RAHMAN Total				$ 227.85
NANCY ANN HADDOX	3/17/2023	4017084	010	$ 137.35
NANCY ANN HADDOX Total				$ 137.35
NCS PEARSON INC.	3/10/2023	4016891	080	$ 502.01
	3/17/2023	4017055	080	$ 105.00
NCS PEARSON INC. Total				$ 607.01
NERELYN HERNANDEZ	3/24/2023	4017159	010	$ 409.39
NERELYN HERNANDEZ Total				$ 409.39
NICOLE MARIE ARMSTRONG	3/31/2023	4017271	010	$ 112.87

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
NICOLE MARIE ARMSTRONG Total				$ 112.87
NORBERTO B. LOPEZ	3/31/2023	4017328	010	$ 214.10
NORBERTO B. LOPEZ Total				$ 214.10
NORMA LETICIA GONZALEZ	3/3/2023	4016828	010	$ 53.95
	3/10/2023	4016915	010	$ 71.07
NORMA LETICIA GONZALEZ Total				$ 125.02
OAK GROVE INSTITUTE FOUNDATION	3/3/2023	4016809	080	$ 15,790.37
	3/17/2023	4017116	080	$ 1,637.25
OAK GROVE INSTITUTE FOUNDATION Total				$ 17,427.62
OCCUPATIONAL HEALTH CTR OF CA	3/3/2023	4016810	010	$ 63.00
	3/10/2023	4016892	010	$ 129.00
		4016988	010	$ 258.00
	3/24/2023	4017174	010	$ 121.00
	3/31/2023	4017330	010	$ 129.00
OCCUPATIONAL HEALTH CTR OF CA Total				$ 700.00
OFFICE DEPOT BUSINESS SOLUTION	3/3/2023	4016811	010	$ 708.64
	3/10/2023	4016893	010	$ 1,440.07
			050	$ 58.44
			130	$ 71.28
		4016904	010	$ 2,169.02
			060	$ 290.42
		4016906	010	$ 962.63
			080	$ 110.55
		4016907	010	$ 1,411.05
			060	$ 816.53
		4016916	010	$ 1,062.93
		4016925	010	$ 1,153.27
			080	$ 384.30
	3/17/2023	4017069	010	$ 2,548.02
			060	$ 1,591.18
			080	$ 60.75
			130	$ 99.48
		4017101	010	$ 3,465.53
			210	$ 273.43
		4017121	010	$ 3,563.08
			130	$ 120.95
	3/24/2023	4017225	010	$ 5,049.91
			050	$ 74.33
		4017232	010	$ 5,127.05
			060	$ 1,444.21
	3/31/2023	4017294	010	$ 754.16
		4017295	010	$ 1,907.04
		4017296	010	$ 1,159.13
		4017297	010	$ 1,215.44
			080	$ 578.31
			130	$ 60.03
		4017298	010	$ 984.56
			210	$ 85.84
		4017331	010	$ 269.24
			060	$ 338.78
OFFICE DEPOT BUSINESS SOLUTION Total				$ 41,409.58

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ONE STONE APPAREL INC.	3/10/2023	4016894	088	$ 1,271.58
		4016917	088	$ 585.00
	3/17/2023	4017056	010	$ 422.18
			088	$ 243.89
		4017085	088	$ 1,145.68
	3/24/2023	4017135	010	$ 617.50
			060	$ 3,148.75
		4017211	088	$ 433.13
ONE STONE APPAREL INC. Total				**$ 7,867.71**
O'REILLY AUTOMOTIVE STORES INC	3/3/2023	4016846	010	$ 1,037.92
	3/31/2023	4017329	010	$ 41.44
O'REILLY AUTOMOTIVE STORES INC Total				**$ 1,079.36**
OTC DIRECT INC	3/17/2023	4017057	010	$ 330.84
	3/24/2023	4017136	010	$ 203.91
			060	$ 830.07
		4017212	010	$ 860.14
			060	$ 717.07
	3/31/2023	4017332	010	$ 216.39
			060	$ 109.33
OTC DIRECT INC Total				**$ 3,267.75**
PACIFIC EDUCATORS INC.	3/30/2023	4017253	010	$ 48.78
PACIFIC EDUCATORS INC. Total				**$ 48.78**
PARTRIDGE CONSULTING INC.	3/10/2023	4016918	080	$ 5,500.00
PARTRIDGE CONSULTING INC. Total				**$ 5,500.00**
PARTY FIESTA BALLOON DECOR LLC	3/22/2023	4017124	010	$ 743.71
PARTY FIESTA BALLOON DECOR LLC Total				**$ 743.71**
PATRICIA M TOVAR	3/10/2023	4016930	010	$ 24.83
	3/17/2023	4017030	010	$ 77.94
	3/31/2023	4017272	010	$ 19.99
PATRICIA M TOVAR Total				**$ 122.76**
PATRICIA RODRIGUEZ	3/3/2023	4016829	010	$ 30.52
	3/31/2023	4017273	010	$ 129.39
PATRICIA RODRIGUEZ Total				**$ 159.91**
PAULINA MARTINEZ	3/31/2023	4017274	060	$ 65.59
PAULINA MARTINEZ Total				**$ 65.59**
PELE LI	3/17/2023	4017058	060	$ 3,259.00
PELE LI Total				**$ 3,259.00**
PG&E	3/9/2023	4016870	010	$ 222,959.87
	3/3/2023	4016847	010	$ 56.54
	3/31/2023	4017366	010	$ 57.76
PG&E Total				**$ 223,074.17**
PIONEER VALLEY EDUCATIONAL	3/31/2023	4017333	060	$ 5,644.84
PIONEER VALLEY EDUCATIONAL Total				**$ 5,644.84**
PLAY THERAPY SUPPLY LLC	3/24/2023	4017137	010	$ 59.01
PLAY THERAPY SUPPLY LLC Total				**$ 59.01**
PLUSHY FEELY CORP	3/31/2023	4017334	060	$ 8,245.27
PLUSHY FEELY CORP Total				**$ 8,245.27**
POSITIVE PROMOTIONS INC	3/17/2023	4017059	060	$ 272.24
POSITIVE PROMOTIONS INC Total				**$ 272.24**
PRE-PAID LEGAL SERVICES INC.	3/30/2023	4017254	010	$ 268.66
PRE-PAID LEGAL SERVICES INC. Total				**$ 268.66**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
PROJECT SUPPORT SERVICES INC	3/10/2023	4016989	210	$ 8,500.00
PROJECT SUPPORT SERVICES INC Total				$ 8,500.00
QI QIU	3/24/2023	4017160	010	$ 193.78
QI QIU Total				$ 193.78
QUADIENT, INC.	3/3/2023	4016812	010	$ 488.38
	3/24/2023	4017204	010	$ 488.38
QUADIENT, INC. Total				$ 976.76
RACHEL SAMPLES	3/10/2023	4016955	080	$ 17.69
RACHEL SAMPLES Total				$ 17.69
RAFAEL PAREDES	3/3/2023	4016830	080	$ 57.38
	3/10/2023	4016905	080	$ 13.43
	3/31/2023	4017290	080	$ 59.21
RAFAEL PAREDES Total				$ 130.02
RAINBOW RESOURCE CENTER, INC	3/24/2023	4017213	060	$ 167.01
RAINBOW RESOURCE CENTER, INC Total				$ 167.01
RAMACHANDRAN UJALA	3/31/2023	4017275	010	$ 178.15
RAMACHANDRAN UJALA Total				$ 178.15
RANDALL E. KLEIN	3/24/2023	4017138	010	$ 405.00
RANDALL E. KLEIN Total				$ 405.00
REBECCA MEDINA TAMARIZ	3/3/2023	4016831	010	$ 199.97
REBECCA MEDINA TAMARIZ Total				$ 199.97
RECOLOGY SOUTH BAY	3/9/2023	4016862	010	$ 19,209.27
	3/17/2023	4017102	010	$ 1,370.23
RECOLOGY SOUTH BAY Total				$ 20,579.50
REHON & ROBERTS APC	3/27/2023	4017235	010	$ 25,171.36
			210	$ 8,498.22
REHON & ROBERTS APC Total				$ 33,669.58
REILLY BEHAVIORAL &	3/10/2023	4016895	080	$ 6,085.00
REILLY BEHAVIORAL & Total				$ 6,085.00
RENAISSANCE LEARNING INC.	3/17/2023	4017086	060	$ 1,751.00
RENAISSANCE LEARNING INC. Total				$ 1,751.00
RESOURCE AREA FOR TEACHERS	3/10/2023	4016926	060	$ 6,600.00
RESOURCE AREA FOR TEACHERS Total				$ 6,600.00
RICK DELONG	3/10/2023	4016978	010	$ 1,485.00
	3/17/2023	4017103	010	$ 4,110.00
	3/31/2023	4017305	010	$ 495.00
		4017360	010	$ 595.00
RICK DELONG Total				$ 6,685.00
RMC A RAY MORGAN COMPANY	3/10/2023	4016956	010	$ 1,487.97
			060	$ 443.97
		4016990	010	$ 642.03
	3/24/2023	4017139	060	$ 928.57
			080	$ 32.35
RMC A RAY MORGAN COMPANY Total				$ 3,534.89
RO HEALTH INC.	3/10/2023	4016991	010	$ 12,557.43
	3/17/2023	4017040	010	$ 15,230.93
	3/24/2023	4017140	010	$ 11,564.55
	3/31/2023	4017335	010	$ 2,589.28
RO HEALTH INC. Total				$ 41,942.19
ROCKETSHIP FUERZA	3/10/2023	4016957	010	$ 227,774.00
ROCKETSHIP FUERZA Total				$ 227,774.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ROCKETSHIP SI SE PUEDE	3/10/2023	4016958	010	$ 137,687.00
ROCKETSHIP SI SE PUEDE Total				**$ 137,687.00**
RODAN ENTERPRISES INC.	3/24/2023	4017190	010	$ 165.00
RODAN ENTERPRISES INC. Total				**$ 165.00**
ROLLINS INC.	3/10/2023	4016979	050	$ 956.62
ROLLINS INC. Total				**$ 956.62**
ROSALBA RAMIREZ	3/10/2023	4016959	130	$ 35.37
ROSALBA RAMIREZ Total				**$ 35.37**
ROSIO DELUNA	3/31/2023	4017291	080	$ 41.92
ROSIO DELUNA Total				**$ 41.92**
ROYAL BRASS INC.	3/17/2023	4017104	010	$ 200.97
ROYAL BRASS INC. Total				**$ 200.97**
RUSSELL LEE	3/17/2023	4017087	060	$ 200.17
RUSSELL LEE Total				**$ 200.17**
RYAN BUNDALIAN CACHOLA	3/10/2023	4016919	080	$ 113.98
RYAN BUNDALIAN CACHOLA Total				**$ 113.98**
SABINA MURESAN	3/17/2023	4017117	010	$ 648.72
SABINA MURESAN Total				**$ 648.72**
SALLY ANN SKAPINSKY	3/24/2023	4017161	010	$ 243.89
SALLY ANN SKAPINSKY Total				**$ 243.89**
SAN JOSE WATER COMPANY	3/9/2023	4016871	010	$ 37,929.09
SAN JOSE WATER COMPANY Total				**$ 37,929.09**
SAN MATEO COUNTY SCHOOLS	3/2/2023	4016797	670	$ 210,381.44
SAN MATEO COUNTY SCHOOLS Total				**$ 210,381.44**
SANCHEZ, MONICA	3/31/2023	4017276	010	$ 103.50
SANCHEZ, MONICA Total				**$ 103.50**
SANTA CLARA COUNTY OFFICE OF	3/16/2023	4017008	060	$ 50.00
	3/3/2023	4016813	010	$ 5,804.25
	3/10/2023	4016960	010	$ 150.00
	3/17/2023	4017060	010	$ 127.14
		4017088	010	$ 9,938.00
	3/24/2023	4017175	060	$ 2,430.00
SANTA CLARA COUNTY OFFICE OF Total				**$ 18,499.39**
SANTA CRUZ COUNTY OFFICE OF	3/3/2023	4016814	010	$ 44,600.00
SANTA CRUZ COUNTY OFFICE OF Total				**$ 44,600.00**
SARA MEZA PADILLA	3/31/2023	4017277	010	$ 105.38
SARA MEZA PADILLA Total				**$ 105.38**
SARAH M KRETOVICS	3/10/2023	4016920	010	$ 246.29
			060	$ 99.46
		4016931	088	$ 62.09
SARAH M KRETOVICS Total				**$ 407.84**
SAVE MART SUPERMARKETS	3/10/2023	4016961	010	$ 173.07
			080	$ 211.89
	3/17/2023	4017061	080	$ 200.00
	3/24/2023	4017214	080	$ 200.00
SAVE MART SUPERMARKETS Total				**$ 784.96**
SCHINDLER ELEVATOR CORPORATION	3/24/2023	4017226	050	$ 2,813.88
SCHINDLER ELEVATOR CORPORATION Total				**$ 2,813.88**
SCHOLASTIC BOOK FAIRS	3/17/2023	4017089	060	$ 759.68
	3/24/2023	4017205	060	$ 215.80
SCHOLASTIC BOOK FAIRS Total				**$ 975.48**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SCHOLASTIC INC.	3/10/2023	4017005	060	$ 10,395.87
	3/17/2023	4017062	060	$ 8,472.05
	3/24/2023	4017176	010	$ 213.28
	3/31/2023	4017336	010	$ 479.97
SCHOLASTIC INC. Total				**$ 19,561.17**
SCHOLASTIC, INC.	3/10/2023	4016992	060	$ 360.93
	3/24/2023	4017141	060	$ 190.31
SCHOLASTIC, INC. Total				**$ 551.24**
SCHOOL NURSE SUPPLY INC.	3/10/2023	4016896	010	$ 725.71
	3/17/2023	4017090	010	$ 23.51
	3/24/2023	4017142	010	$ 484.86
		4017215	010	$ 72.84
SCHOOL NURSE SUPPLY INC. Total				**$ 1,306.92**
SCHOOL SERVICES OF CALIFORNIA	3/10/2023	4016962	010	$ 1,240.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 1,240.00**
SCHOOL SPECIALTY LLC	3/24/2023	4017143	010	$ 122.29
		4017191	060	$ 2,486.21
	3/31/2023	4017337	010	$ 93.71
SCHOOL SPECIALTY LLC Total				**$ 2,702.21**
SCHOOLS EXCESS LIABILITY FUND	3/3/2023	4016838	670	$ 291,176.45
SCHOOLS EXCESS LIABILITY FUND Total				**$ 291,176.45**
SECURITY CONTRACTOR SERVICES	3/3/2023	4016855	050	$ 408.29
SECURITY CONTRACTOR SERVICES Total				**$ 408.29**
SELF INSURED SCHOOLS OF	3/9/2023	4016860	670	$ 862,921.00
SELF INSURED SCHOOLS OF Total				**$ 862,921.00**
SERVICE STATION SYSTEMS	3/3/2023	4016848	010	$ 275.00
	3/31/2023	4017306	010	$ 398.20
			050	$ 3,865.00
SERVICE STATION SYSTEMS Total				**$ 4,538.20**
SFCC INTERMEDIATEHOLDINGS INC	3/10/2023	4016897	010	$ 239.62
	3/17/2023	4017091	010	$ 170.70
	3/24/2023	4017177	010	$ 195.99
	3/31/2023	4017338	060	$ 105.62
		4017367	010	$ 101.11
SFCC INTERMEDIATEHOLDINGS INC Total				**$ 813.04**
SHARKS ICE LLC	3/17/2023	4017063	010	$ 2,006.00
			088	$ 1,000.00
SHARKS ICE LLC Total				**$ 3,006.00**
SHAYNE SORIANO	3/17/2023	4017118	010	$ 52.27
SHAYNE SORIANO Total				**$ 52.27**
SHERRY DUARTE	3/10/2023	4016932	010	$ 280.00
			060	$ 50.90
SHERRY DUARTE Total				**$ 330.90**
SIERRA SCHOOL EQUIPMENT	3/17/2023	4017092	210	$ 105,726.00
SIERRA SCHOOL EQUIPMENT Total				**$ 105,726.00**
SITHAN LY	3/31/2023	4017292	130	$ 18.34
SITHAN LY Total				**$ 18.34**
SOFTCHOICE CORPORATION	3/3/2023	4016815	010	$ 69,886.96
SOFTCHOICE CORPORATION Total				**$ 69,886.96**
SOUND SOULUTIONS LLC	3/24/2023	4017178	060	$ 4,125.00
SOUND SOULUTIONS LLC Total				**$ 4,125.00**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SOUTHERN COUNTIES LUBRICANTS	3/31/2023	4017307	010	$ 19,524.43
SOUTHERN COUNTIES LUBRICANTS Total				**$ 19,524.43**
SPRINGBOARD COLLABORATIVE	3/24/2023	4017144	060	$ 14,400.00
SPRINGBOARD COLLABORATIVE Total				**$ 14,400.00**
SPURR	3/24/2023	4017196	010	$ 51,334.77
SPURR Total				**$ 51,334.77**
STANDARD INSURANCE CO.	3/30/2023	4017255	010	$ 18,617.93
STANDARD INSURANCE CO. Total				**$ 18,617.93**
STARFALL EDUCATION FOUNDATION	3/17/2023	4017064	060	$ 355.00
	3/31/2023	4017339	060	$ 355.00
STARFALL EDUCATION FOUNDATION Total				**$ 710.00**
STATE OF CALIFORNIA	3/10/2023	4016993	010	$ 945.00
STATE OF CALIFORNIA Total				**$ 945.00**
STEPHANIE ANN LOPEZ	3/3/2023	4016832	010	$ 33.15
STEPHANIE ANN LOPEZ Total				**$ 33.15**
STEVEN WAYNE DOTY	3/10/2023	4016980	050	$ 2,497.82
	3/31/2023	4017308	050	$ 125.00
STEVEN WAYNE DOTY Total				**$ 2,622.82**
STLR CORPORATION	3/17/2023	4017093	010	$ 656.25
STLR CORPORATION Total				**$ 656.25**
SUNBELT RENTALS INC.	3/24/2023	4017227	050	$ 643.75
SUNBELT RENTALS INC. Total				**$ 643.75**
SUPER DUPER INC	3/24/2023	4017216	010	$ 343.16
			060	$ 311.34
			080	$ 279.79
SUPER DUPER INC Total				**$ 934.29**
SYSCO SAN FRANCISCO INC.	3/27/2023	4017236	130	$ 9,621.11
	3/31/2023	4017361	130	$ 4,952.87
SYSCO SAN FRANCISCO INC. Total				**$ 14,573.98**
SYTECH SOLUTIONS INC.	3/24/2023	4017145	010	$ 1,574.80
SYTECH SOLUTIONS INC. Total				**$ 1,574.80**
TALTON, VERONICA	3/17/2023	4017031	010	$ 19.65
TALTON, VERONICA Total				**$ 19.65**
TARGET SPECIALTY PRODUCTS	3/10/2023	4016981	050	$ 1,106.87
	3/24/2023	4017228	050	$ 1,283.08
TARGET SPECIALTY PRODUCTS Total				**$ 2,389.95**
TEAMSTERS LOCAL #150	3/30/2023	4017256	010	$ 10,233.00
TEAMSTERS LOCAL #150 Total				**$ 10,233.00**
TEAMSTERS MANAGED TRUST FUNDS	3/3/2023	4016833	670	$ 225,002.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 225,002.00**
TEHILA AVIV	3/24/2023	4017162	010	$ 400.08
TEHILA AVIV Total				**$ 400.08**
TEODOLINDA FARIAS MENDOZA	3/24/2023	4017163	010	$ 47.88
	3/31/2023	4017278	010	$ 157.82
TEODOLINDA FARIAS MENDOZA Total				**$ 205.70**
TEREASA BARRETT SMITH	3/17/2023	4017032	010	$ 68.83
TEREASA BARRETT SMITH Total				**$ 68.83**
TERESA N DECELLES	3/3/2023	4016834	010	$ 158.96
TERESA N DECELLES Total				**$ 158.96**
TEXAS LIFE INSURANCE	3/30/2023	4017257	010	$ 7,606.80
TEXAS LIFE INSURANCE Total				**$ 7,606.80**

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
THAO THI THU DOAN	3/31/2023	4017368	060	$ 506.36
THAO THI THU DOAN Total				**$ 506.36**
THE CREEKSIDE SCHOOL	3/10/2023	4016963	080	$ 6,741.00
THE CREEKSIDE SCHOOL Total				**$ 6,741.00**
THE ENVISIONEERS INC	3/3/2023	4016816	060	$ 60,645.38
	3/17/2023	4017094	060	$ 61,623.52
THE ENVISIONEERS INC Total				**$ 122,268.90**
THE PAPE' GROUP INC	3/31/2023	4017340	010	$ 338.00
THE PAPE' GROUP INC Total				**$ 338.00**
THE PROPHET CORPORATION	3/10/2023	4016898	010	$ 457.84
	3/24/2023	4017217	010	$ 499.69
THE PROPHET CORPORATION Total				**$ 957.53**
THE STEPPING STONES GROUP LLC	3/24/2023	4017179	080	$ 98,633.50
THE STEPPING STONES GROUP LLC Total				**$ 98,633.50**
THE TECH MUSEUM OF INNOVATION	3/30/2023	4017243	088	$ 222.00
	3/28/2023	4017238	060	$ 270.00
THE TECH MUSEUM OF INNOVATION Total				**$ 492.00**
THE TRUST FOR HIDDEN VILLA	3/27/2023	4017237	060	$ 64.80
THE TRUST FOR HIDDEN VILLA Total				**$ 64.80**
THINK TOGETHER	3/10/2023	4016964	060	$ 164,064.21
			120	$ 70,536.98
	3/17/2023	4017119	060	$ 246,306.50
THINK TOGETHER Total				**$ 480,907.69**
THU HONG THI TRAN	3/17/2023	4017033	010	$ 78.86
THU HONG THI TRAN Total				**$ 78.86**
TIFFANY DOMINGO	3/17/2023	4017034	010	$ 22.62
TIFFANY DOMINGO Total				**$ 22.62**
TINA SANDERS	3/31/2023	4017293	130	$ 112.50
TINA SANDERS Total				**$ 112.50**
TURF STAR	3/3/2023	4016856	050	$ 526.27
TURF STAR Total				**$ 526.27**
TUTORWORKS INC.	3/17/2023	4017095	060	$ 35,416.66
TUTORWORKS INC. Total				**$ 35,416.66**
U.S. BANK	3/21/2023	4017123	010	$ 6,541.47
			130	$ 1,885.31
			120	$ 1,724.52
U.S. BANK Total				**$ 10,151.30**
UMA RAVISHANKER	3/24/2023	4017164	010	$ 63.20
UMA RAVISHANKER Total				**$ 63.20**
UNAMESA ASSOCIATION	3/24/2023	4017192	060	$ 10,000.00
UNAMESA ASSOCIATION Total				**$ 10,000.00**
UNITED PARCEL SERVICE	3/17/2023	4017065	010	$ 140.09
UNITED PARCEL SERVICE Total				**$ 140.09**
UNITED REFRIGERATION INC.	3/3/2023	4016857	050	$ 191.70
	3/10/2023	4016982	050	$ 92.95
	3/17/2023	4017105	050	$ 1,185.85
UNITED REFRIGERATION INC. Total				**$ 1,470.50**
URENA, ALONDRA BEAS	3/1/2023	4016792	010	$ 94.75
URENA, ALONDRA BEAS Total				**$ 94.75**
VALLEY TRANSPORTATION AUTH.	3/23/2023	4017125	060	$ 3,997.50
VALLEY TRANSPORTATION AUTH. Total				**$ 3,997.50**

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
VANESSA DEAN	3/10/2023	4016933	060	$ 80.35
	3/17/2023	4017120	010	$ 54.40
			060	$ 189.83
VANESSA DEAN Total				**$ 324.58**
VICTOR H. LUONG	3/31/2023	4017362	010	$ 214.10
VICTOR H. LUONG Total				**$ 214.10**
VISION SERVICE PLAN	3/10/2023	4016934	670	$ 11,820.18
VISION SERVICE PLAN Total				**$ 11,820.18**
VISTA CENTER FOR THE BLIND &	3/17/2023	4017066	080	$ 285.00
VISTA CENTER FOR THE BLIND & Total				**$ 285.00**
VIVIANA GUTIERREZ	3/24/2023	4017193	010	$ 381.71
VIVIANA GUTIERREZ Total				**$ 381.71**
VOCOVISION LLC	3/3/2023	4016839	080	$ 45,097.10
VOCOVISION LLC Total				**$ 45,097.10**
W.W. GRAINGER INC.	3/3/2023	4016858	050	$ 3,144.10
	3/10/2023	4017001	050	$ 1,264.99
	3/24/2023	4017233	050	$ 715.53
	3/31/2023	4017309	050	$ 430.61
W.W. GRAINGER INC. Total				**$ 5,555.23**
WARDS AUTO SUPPLY, INC	3/3/2023	4016849	010	$ 817.36
	3/17/2023	4017106	010	$ 835.72
	3/31/2023	4017312	010	$ 1,433.09
WARDS AUTO SUPPLY, INC Total				**$ 3,086.17**
WATER QUALITY PLUMBING INC	3/3/2023	4016859	050	$ 215.00
	3/10/2023	4016983	050	$ 6,725.00
	3/17/2023	4017107	050	$ 1,115.00
	3/31/2023	4017310	050	$ 1,150.00
WATER QUALITY PLUMBING INC Total				**$ 9,205.00**
WEINER, ANAT	3/1/2023	4016793	010	$ 2,000.00
WEINER, ANAT Total				**$ 2,000.00**
WENDY BOSSHARDT	3/10/2023	4016921	010	$ 110.99
		4016935	060	$ 46.59
WENDY BOSSHARDT Total				**$ 157.58**
WeVideo INC	3/24/2023	4017194	060	$ 308.35
WeVideo INC Total				**$ 308.35**
WEX Health Inc	3/17/2023	4017035	670	$ 60.00
WEX Health Inc Total				**$ 60.00**
WILLIAM SCHWEITZER	3/10/2023	4017002	140	$ 14,350.00
WILLIAM SCHWEITZER Total				**$ 14,350.00**
WORLD'S FINEST CHOCOLATE INC	3/10/2023	4016965	088	$ 3,500.00
WORLD'S FINEST CHOCOLATE INC Total				**$ 3,500.00**
WOWZY CREATION CORP.	3/31/2023	4017341	080	$ 77.73
WOWZY CREATION CORP. Total				**$ 77.73**
WS HALL CONSULTING LLC	3/17/2023	4017067	010	$ 878.75
WS HALL CONSULTING LLC Total				**$ 878.75**
YI-CHUN CHIEN	3/31/2023	4017369	080	$ 95.00
YI-CHUN CHIEN Total				**$ 95.00**
YMCA OF SILICON VALLEY	3/10/2023	4016966	060	$ 88,201.74
	3/24/2023	4017180	060	$ 103,752.07
YMCA OF SILICON VALLEY Total				**$ 191,953.81**
YUNUS RAHMA	3/31/2023	4017370	060	$ 45.48

AP Check Register - Pivot Table Summary by Vendor
March 2023

Vendor Name		Date	Warrant #	Fund	Sum of Amount
YUNUS RAHMA	Total				$ 45.48
Grand Total					$ 7,247,455.73

10.05

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

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 April 13, 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

10.05
Agenda Placement

Meeting: April 13, 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
April 13, 2023 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING.

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Human Resources Cesar Torrico	04/14/23-06/30/25	Concordia University Irvine	No Cost	Multi-Year Service Contract: Provide educational field experience as may be called for in the requirements of the various authorized credentials for public school service. Funding: N/A
Human Resources Cesar Torrico	04/14/23-04/13/28	State of California, Department of General Services/ Office of Administrative Hearings	$48,000.00	Multi-Year Service Contract: To furnish the services of Administrative Law Judges (ALJs) and case management staff for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding ALJs, who may elect to hear the matter themselves. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 022998

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

☑ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Concordia University Irvine

Address: 1530 Concordia West City: Irvine State: CA Zip: 92612

Phone: (949) 214-3087 Email: charlie.rodrigues@cui.edu

SSN: _____ Fed I.D. #: 95-2798775

CONTRACT TERM: start dates April 14, 2023 end date June 30, 2025

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

Provide educational field experience as may be called for in the requirements of the various authorized credentials for public school service.

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

____ a. **Fee Rate:** $_____ per _____ Not to Exceed _____ of services.

X b. **Other:** $ NO COST

Describe other related costs: _____

BUDGET CODE: NO COST 010-000-0-5815-00-0000- 3/6/23
Accountant Initials

7200-000000-600-7221 _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3-6-2023

Director of Fiscal Services: _____ Date: 3/6/23

Asst. Supt., of Business Services: _____ Date: 3/8/23

Superintendent: _____ Date: _____

DocuSign Envelope ID: B7CCD522-C6BF-4F4B-A1F2-BBA0C0971C1D

CONCORDIA UNIVERSITY IRVINE

Concordia University Irvine
School of Education
SCHOOL COUNSELOR STUDENT PRACTICUM/FIELDWORK AGREEMENT
Alum Rock Union Elementary School District
February 2023

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Alum Rock Union Elementary School District ("District") located in San Jose, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. **Term.** The term of this agreement shall commence on **4/14/2023** and terminate on **6/30/2025. (Three year agreement – May be renewed with consent of both parties)**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

DocuSign Envelope ID: [illegible]

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University 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 upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated expenses related to their field experience, the students do not thereby become employees of the

District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the

University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor.

For School Counseling students, it is the expectation that students are required to meet one- on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor. Settings for School Counselors should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing

communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING FIELDWORK

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling and implementing the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling site supervisors must have a current PPS credential with an authorization in school counseling and a minimum of three years full-time experience as a school counselor. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the

assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING INTERN

The Intern School Counselor is approved to assume the functions authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or

higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor will remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

DocuSign Envelope ID: D73CD922-83DF-4F4B-A7FD-BDA08097091D

a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine

DocuSigned by:
By: Scott Ashmon
38E1E1296A084E8...
Name: Rev. Dr. Scott Ashmon
Title: Senior Vice President and Provost
Date: 2023-02-18

Concordia University Irvine
Attn: Dr. Charlie Rodrigues
1530 Concordia West
Irvine, CA 92612
Copy to:
General Counsel (ronald.vanblarcom@cui.edu)
MOU Coordinator (charlie.rodrigues@cui.edu)

DISTRICT

Signature: _____
Printed Name: Hilaria Bauer, Ph.D.
Title: Superintendent
Date: _____

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

PURCHASING
MAR 16 2023 PM4:45

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

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

☑ **MOU** (negotiated Agreement)
☐ Exhibit B & C (Fingerprinting and TB Test)

☐ **MASTER CONTRACT PARTICIPATION**
☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

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

Name of Individual/Company: Department of General Services / Office of Administrative Hearings

Address: 2349 Gateway Oaks Drive, Suite 200 City: Sacramento State: CA Zip: 95833

Phone: (279) 799-3909 Email: phoenix.lawson@dgs.ca.gov

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates April 14, 2023 end date April 13, 2028

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

To furnish the services of Administrative Law Judges (ALJs) and case management staff for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding ALJs, who may elect to hear the matter themselves.

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:** $ 48,000.00

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5810-00-0000-7200-000000-600-7700 _____ 3/16/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 3-16-23

Director of Fiscal Services: _____ Date: _____

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

Superintendent: _____ Date: _____

STANDARD AGREEMENT

AGREEMENT NUMBER
131049

1. This Agreement is entered into between:

LOCAL AGENCY'S NAME
Alum Rock Union Elementary School District

CONTRACTOR'S NAME
Department of General Services / Office of Administrative Hearings

2 The term of this Agreement is: Upon the date of approval and execution by all parties through five years

3. The maximum amount of this Agreement is: $ 48,000.00
Forty Eight Thousand Dollars and No Cents

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	6 pages
Exhibit B – Budget Detail and Payment Provisions	2 pages
Exhibit C – General Terms and Conditions	1 pages
Exhibit D - Service Revolving Fund (SRF) Directive – Payment By Wire Transfer	2 pages

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME
Office of Administrative Hearings

BY *(Authorized Signature)*
Bob Varma

DATE SIGNED *(Do not type)*
03/14/2023

PRINTED NAME AND TITLE OF PERSON SIGNING
Bob Varma, Deputy Director and Assistant Chief Administrative Law Judge

ADDRESS
2349 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

LOCAL AGENCY

LOCAL AGENCY NAME
Alum Rock Union Elementary School District

BY *(Authorized Signature)*
Cesar Torrico

DATE SIGNED *(Do not type)*
3/7/2023

I declare under penalty of perjury that I have full authority to execute this agreement on behalf of the Local Agency.

PRINTED NAME AND TITLE OF PERSON SIGNING
Cesar Torrico, Assistant Superintendent of Human Resources

ADDRESS
Alum Rock Union Elementary School District, 2930 Gay Ave, San Jose, CA 95127

EXHIBIT A

SCOPE OF WORK

1. Upon request of Alum Rock Union Elementary School District (hereinafter referred to as "Local Agency"), the Office of Administrative Hearings (OAH) agrees to furnish the services of Administrative Law Judges (ALJs) and case management staff to the Local Agency, for the purpose of managing cases and conducting hearings under Government Code section 27727 when required personnel are available by OAH. The assignment of ALJs for hearings will be at the discretion of the Director and/or Presiding Administrative Law Judges, who may elect to hear the matter themselves.

2. Project Representatives

The project representatives during the term of this agreement will be:

Office of Administrative Hearings
Susan L. Formaker, Division Chief Presiding Administrative Law Judge
Phone: 213-576-7200
Email: Susan.Formaker@dgs.ca.gov

Local Agency: Alum Rock Union Elementary School District
Name: Cesar Torrico
Title: Assistant Superintendent of Human Resources
Phone: 408-928-6812
Email: cesar.torrico@arusd.org

Direct all inquiries regarding this agreement to:

Office of Administrative Hearings
Phoenix Lawson, Contract Analyst
2349 Gateway Oaks Dr. Suite 200
Sacramento, CA 95833

Phone: (279) 799-3909

Email: phoenix.lawson@dgs.ca.gov

Local Agency: Alum Rock Union Elementary School District

Attention: Cesar Torrico, Assistant Superintendent of Human Resources

Address: 2930 Gay Ave, San Jose, CA 95127

Phone: 408-928-6812

Email: cesar.torrico@arusd.org

All invoices and billing shall be to directed to:

Local Agency: Alum Rock Union Elementary School District

Attention: Cesar Torrico, Assistant Superintendent of Human Resources

Address: 2930 Gay Ave, San Jose, CA 95127

Phone: 408-928-6812

Email: accounts.payable@arusd.org

The Project Representative and Agreement and Billing Representative may be changed through written confirmation to the other party. This change shall not require an amendment to this agreement. It may take up to two billing cycles for a change to the Local Agency Billing Contact to be in effect.

3. Services to be Performed:

   a. The Local Agency shall provide OAH a written request to set a matter for hearing or mediation with all pleadings, documents, papers, or other materials that have been provided to the other party. The Local Agency agrees to provide OAH copies of all applicable laws and ordinances governing the hearing at the time the request for hearing or mediation is made. The Local Agency agrees that OAH will not be able to schedule a hearing or mediation until these materials are provided. The Local Agency shall indicate in the request to set a matter for hearing if OAH is to issue a proposed or final decision in the matter. If a proposed decision is required, Local Agency shall provide the name and contact information for the decision-maker who is responsible for making the final decision.

b. The Local Agency shall electronically file the request to set a matter for hearing and all other required pleadings and papers with OAH using the secure electronic filing system offered by OAH or otherwise in accordance with OAH requirements.

c. The Local Agency shall inform OAH if the hearing is to be electronically recorded or if a court reporter is required. If a court reporter is required, the Local Agency shall indicate at the time the request a hearing if they will be providing a court reporter or if OAH should provide one. Unless the Local Agency or OAH determines a court reporter is required by statute, ordinance, or regulation, the hearing will be electronically recorded by OAH.

d. OAH shall perform all case management and hearing services that OAH, in its sole discretion, deems necessary to the proper handling and adjudication of the case.

e. The Local Agency agrees to inform OAH 30 days prior to the hearing if any accommodations or interpreters are required. Local Agency shall be responsible for the costs of accommodations or interpreters. If OAH incurs costs for providing reasonable accommodations, interpreter or translation services for any matter under this agreement, those costs shall be borne by the Local Agency.

f. Record Retention: OAH shall retain all records in accordance with its current record retention schedule. If the Local Agency requests OAH to issue a proposed decision, the exhibits will be returned to the Local Agency Project Representative along with the proposed decision at the conclusion of the matter, and the Local Agency shall be deemed the custodian of the administrative record.

4. Service Location: The services shall be performed at a location convenient for OAH and all parties. The Local Agency shall file a request for mediation or hearing directly with the local OAH office which is handling the matter.

5. Record of the Proceeding:

   a. If a Court Reporter is not used, OAH shall be responsible for electronic recording of all hearings, and shall impose a recording fee not to exceed the amount set by the Department of General Services through the Price Book. The current Price

Book is located at: https://www.dgs.ca.gov/OFS/Price-Book. The electronic recording fee shall only be imposed following the actual recording of a proceeding and shall not be included as part of the filing fee or electronic evidence fee.

b. If OAH provides a Court Reporter, the Local Agency is responsible for all costs associated with the Court Reporter, in accordance with the current contract rates. Current contract rates, including Court Reporter and transcription costs, can be found at: https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Find-Contract-Information-to-Obtain-OAH-Court-Reporter-Services.

c. OAH shall arrange for transcription of hearing recordings upon the request of any party to the proceeding or the Local Agency Project Representative and upon receipt of payment for transcription costs. OAH may use a vendor for transcription services.

d. OAH will charge a requesting party the actual cost of preparing the administrative record. If the requesting party has been declared in forma pauperis, or has received a waiver of court fees from a court of competent jurisdiction in a case arising out of the OAH matter, and is seeking judicial review of the case before OAH, the Local Agency shall pay the full costs for preparing the administrative record and/or transcript. OAH will notify the Local Agency of the associated costs prior to preparing such records.

e. OAH will not include within its administrative record any records or hearing exhibits the custody of which has been transferred to the Local Agency. OAH may prepare a clerk's record upon request and payment of associated fees in these circumstances.

6. Rates

a. In consideration of the performance of such services by OAH, the Local Agency agrees to pay to OAH the full cost of rendering such services at the rate established at the time the services are rendered. The Local Agency is responsible for the filing fee for each case filed, an electronic evidence fee for

each case filed, ALJ (including Presiding Administrative Law Judge, and Division Chief Administrative Law Judge) time billed at an hourly rate, an electronic recording fee if the proceedings are electronically recorded, the cost of all accommodation or interpreter services requested, and the full cost of any preparation of the clerk's record or transcript at the current contract rates.

b. In the event a calendared case is taken off-calendar, or needs to be re-calendared, other than by OAH, and OAH is unable to schedule the ALJ for work on another case, the Local Agency agrees to pay OAH for the original hearing time or until the ALJ is assigned to another case, whichever occurs first. Every effort will be made to promptly reassign the scheduled ALJ in the event a calendared matter is cancelled, taken off-calendar, settled, re-calendared or continued.

c. The costs of OAH's services include filing fees, ALJ hourly rates, electronic evidence fees, any reasonable costs related to any requested accommodations, and translator/interpreter fees as required. All costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the requesting party or the Local Agency in accordance with Section 5 above. ALJ hourly rates and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. The current contract rates for these services can be found on OAH's website.

d. The Local Agency agrees to be responsible for the full costs of any service provided by OAH on a Local Agency case, regardless of any agreement the Local Agency may have with a third party or any other cost-sharing provision.

7. The contract is effective upon approval and execution of all signatures to this contract. The term of this contract is five years from the effective date of the contract. This

contract may only be amended for term and amount upon mutual agreement of the parties.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. The Office of Administrative Hearings is a reimbursable entity as detailed in Government Code section 11370.4. Notwithstanding any other provision of law, the total cost of services provided by the OAH shall be collected from the Local Agency entering into this agreement.

2. Parties shall keep apprised of the balance of this agreement at all times. Local Agency agrees to notify OAH when the expended amount is close to exhausting the funds in this agreement.

3. For services rendered in accordance with the Scope of Work, the Local Agency shall compensate the OAH for the full cost of services and actual expenditures incurred in accordance with the rates specified herein. Compensation for services rendered by OAH pursuant to this agreement shall not be dependent on the decision rendered by the ALJ in a hearing involving the Local Agency. OAH charges shall include the following: filing fees, electronic evidence fees, electronic recording fees, Administrative Law Judge hourly charges, and translator/interpreter fees as required. Additionally, all costs associated with providing a record of the hearing (reporter/transcription, etc.) shall be billed directly to the Local Agency.

4. Invoices shall be paid promptly and delays in payment may result in OAH's discontinuation of services.

5. ALJ hourly rates, electronic recording fees and filing fees charged by OAH will be the rates set forth in the Department of General Services' Price Book at the time the services are rendered. Rates for court reporters will be the current contract rates at the time the services are rendered, which vary by geographical location. Rates for electronic evidence will be the current contract rates at the time the services are rendered. Fees for translator/interpreters and transcription services will be based on current contract rates at the time the services are rendered. All rates are subject to change annually. Any training required of the ALJs by the Local Agency to conduct

these hearings will be paid out of the contract funds by the Local Agency at the prevailing ALJ hourly rate. The Price Book is available at https://www.dgs.ca.gov/OFS/Price-Book

6. OAH shall be paid not more frequently than monthly, in arrears, upon issuance of an invoice by the Department of General Services which details charges, expenses, direct and indirect costs.

7. Payment may be completed through direct transfer, in accordance with Service Revolving Fund Directive, SRF #1025, attached hereto as Exhibit D. For questions about establishing a wire transfer process with OAH/DGS, the Local Agency shall contact DGS at SRFFISCALSERVICES@dgs.ca.gov or the OAH Project Representative.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties.

2. AMENDMENT: Except as noted in Exhibit A, Paragraph 2, no amendment or variation of the terms of this Agreement shall be valid, unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. CANCELLATION/TERMINATION:

A. This agreement may be cancelled or terminated without cause by either party by giving 30 calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

B. Upon receipt of a notice of termination or cancellation from the Local Agency, OAH shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

C. OAH shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

5. SETTLEMENT OF DISPUTES: In the event of a dispute, the Local Agency shall file a "Notice of Dispute" with the Director of OAH within 10 days of discovery of the problem. Within 10 days, the Director of OAH may meet with the Local Agency for purposes of resolving the dispute. The Director of OAH shall make the final administrative decision regarding a dispute.

EXHIBIT D

Service Revolving Fund (SRF) Directive – Payment By Wire Transfer

SERVICE REVOLVING FUND (SRF) DIRECTIVE

Number:	Subject:	Date Issued:
SRF # 1025	**PAYMENT BY WIRE TRANSFER**	**REV 10/2018**
References: SAM Section 8091		

PURPOSE
To outline the process for a private company to set up wire transfer documents with their banking institution in making payments to the State of California, Department of General Services (DGS).

PROCEDURES
The following instructions are for the private company and their banking institution, the DGS Office contact person, and the DGS SRF Receivables Analyst in requesting and processing wire transfers:

A. APPROVAL REQUESTED TO TRANSFER FUNDS INTO DGS ACCOUNT

Either the private company or the DGS Office is to contact SRF Receivable Analyst by E-mail at SRFFISCALSERVICES@dgs.ca.gov to obtain **approval to wire transfer funds into the DGS Account**. The following information is needed along with any pertinent data that would help identify the nature of the payment:

1. Company Name
2. Company Representative (name, phone, e-mail and fax number)
3. DGS Office contact person name
4. Escrow Account Number
5. Reason for payment
6. Amount

If you have any questions regarding the wire transfer process, please contact SRF Receivables Analyst by E-mailing to SRFFISCALSERVICES@dgs.ca.gov or by phone at 916-376-5182.

B. WIRE TRANSFER PROCESS

1) PRIVATE COMPANY & BANKING INSTITUTION

Provide your banking institution with the following information to set up wire transfer payments to DGS (banking customer is responsible for the payment of any processing fee):

ABA Routing Number: 026009593
Account Number: 14360-80784

Department of General Services
OFS - SRF Fiscal Services
707 Third Street, 10th Floor
West Sacramento, CA 95605

2) DGS OFFICE CONTACT PERSON

Provide DGS OFS 2028 Report of Check/Cash Collection to the SRF Receivable Analyst as soon as you know that a wire transfer payment is in process. This will ensure the money is recorded properly in the Financial Information System for California (FI$Cal) Accounts Receivable Module.

3) DGS SRF RECEIVABLES ANLYST

Once the wire transfer has been made, SRF Receivable Analyst will run the State Treasury Bank of America Report and apply the transfer using the Report of Check/Cash Collection or the E-mail from the private company or the DGS Office to record the transfer of funds in FI$Cal.

10.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 53-22/23 Inventory Disposal**

Staff Analysis:
Authorize the sale, donation, and/or disposal of surplus property under the direction of the Procurement Manager, Assistant Superintendent of Business Services and/or Superintendent.

Recommendation:
Staff recommends approval of the sale, donation and/or disposal, of surplus property listed on the attached sheet(s) dated April 13, 2023.

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

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

To the Board of Trustees: Meeting: April 13, 2023

Recommend Approval

10.06
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
OF
SANTA CLARA COUNTY, STATE OF CALIFORNIA

RESOLUTION # 53-22/23
SALE, DONATION - AND/OR DISPOSAL OF SURPLUS PROPERTY

WHEREAS, Education Code 39520 authorizes the sale for cash of any property belonging to the District if the property is not required for school purposes, or it should be disposed for the purpose of replacement, or it is unsatisfactory or not suitable for school use.

WHEREAS, Education Code 39520 and 39521 provides procedures to implement such a sale, public or private, conducted by staff;

WHEREAS, Education Code 39521 provides for donations to charitable organizations or disposal if property is of insufficient value to defray costs of arranging a sale;

NOW, THEREFORE, BE IT RESOLVED, that this Board does hereby authorize such a sale, donation, and/or disposal of surplus property, under the direction of the Procurement Manager, Assistant Superintendent of Business Services, and /or Superintendent.

PASSED AND ADOPTED this 13th day of April, 2023, by the Board of Trustees of the Alum Rock Union Elementary School District, County of Santa Clara, and State of California.

Ayes_____ Noes_____ Absent_____ Abstain_____

Board of Trustees:

Minh Pham, Board President _____

Corina Herrera-Loera, Board Vice President _____

Andrés Quintero, Board Clerk _____

Andrea Flores Shelton, Board Member _____

Linda Chávez, Board Member _____

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed, and adopted by the members of the Board of Trustees of the Alum Rock Union Elementary School District at a public meeting of said Board held on April 13, 2023.

_____
Hilaria Bauer, Ph.D., Superintendent

ITSS SURPLUS EQUIPMENT DISPOSAL
Date: April 13, 2023
Resolution No. 53-22/23

DESKTOPS	SERIAL	TAG
DELL 780	3QJHQN1	00016205
DELL 790	CK0MMS1	2000596
DELL 790	909LYR1	2000472
DELL 790	5SVVGS1	2000519
HP TC T310	2TG4204240	N/A
HP TC T310	2TG4131026	N/A
HP TC T310	2TG3060928	N/A
HP TC T310	2TG3060746	N/A
HP TC T310	2TG3060649	N/A
HP TC T310	2TG2500606	N/A
HP TC T310	2TG3060748	N/A
HP TC T310	2TG3060770	N/A
HP TC T310	2TG3061452	N/A
DELL 760	JZZJZK1	00015406
HP TC T310	2TG3110569	N/A
HP TC T310	2TG3060640	N/A
TABLETS	**SERIAL**	**TAG**
SAMSUNG GALAXY TAB 2	N/A	2002224
SAMSUNG GALAXY TAB 2	N/A	2002223
SAMSUNG GALAXY TAB 2	N/A	2002222
SAMSUNG GALAXY TAB 2	N/A	2002220
ZTE V55	270113180807534539	N/A
SAMSUNG GALAXY TAB 4 NOOK	R52FB20T6RJ	N/A
ZTE V55	270113180807550775	N/A
CHROMEBOOKS	**SERIAL**	**TAG**
ACER C731	NXGM8AA0018130FC3C7600	N/A
ACER C731	NXGM8AA001812129E37600	N/A
ACER C731	NXGM8AA001812129847600	N/A
ACER C731	NXGM8AA001813149E67600	N/A
ACER C731	NXGM8AA006850042127600	N/A
ACER C731	NXGM8AA006850041EB7600	N/A
ACER C731	NXGM8AA006847033807600	N/A
ACER C731	NXGM8AA0068470330C7600	N/A
ACER C731	NXGM8AA00684702A917600	N/A
ACER C731	NXGM8AA00684702A547600	N/A
ACER C731	NXGM8AA001809128DD7600	N/A
ACER C731	NXGM8AA006849169497600	N/A
ACER C731	NXGM8AA0018100D8DE7600	N/A
ACER C731	NXGM8AA00685003FF57600	N/A

ACER C731	NXGM8AA006849162987600	N/A
ACER C731	NXGM8AA001812129D37600	N/A
ACER C740	NXEF2AA0025300E68E7600	N/A
ACER C740	NXEF2AA0025511E4267600	N/A
ACER C740	NXEF2AA00252802CFD7600	N/A
ACER C730	NXGC1AA002629022C97600	N/A
ACER C731	NXGM8AA0018091558C7600	N/A
ACER C731	NXGM8AA0018100D9DD7600	N/A
ACER C731	NXGM8AA0017361247D7600	N/A
DELL 3100	G3BB2D3	IT08737
HP 11A G6	5CD9118TJD	IT00148
HP 11A G6	5CD933936V	IT03527
HP 11 G4	5CD63358HT	N/A
HP 11 G4	5CD6347MX3	N/A
HP 11 G4	5CD6346XZ8	N/A
HP 11 G4	5CD6334FV9	N/A
HP 11A G6	5CD052CYZQ	IT06699
ACER C731	NXGM8AA001809128B57600	N/A
ACER C731	NXGM8AA00180914CF77600	N/A
ACER C731	NXGM8AA001809128967600	N/A
ACER C731	NXGM8AA001809155CB7600	N/A
ACER C730	NXGC1AA00262810FE27600	N/A
ACER C731	NXGM8AA00180914D277600	N/A
ACER C730	NXGC1AA00262810FB07600	N/A
ACER C730	NXGC1AA0026340480E7600	N/A
ACER C730	NXGC1AA002634048187600	N/A
ACER C730	NXGC1AA002634040DF7600	N/A
ACER C731	NXGM8AA01735172FA7600	N/A
ACER C731	NXGM8AA0068490316B7600	N/A
ACER C731	NXGM8AA00173316BAC7600	N/A
ACER C731	NXGM8AA0017310B627600	N/A
ACER C731	NXGM8AA0018251731F7600	N/A
ACER C731	NXGM8AA001733160387600	N/A
ACER C731	NXGM8AA001733109CB7600	N/A
ACER C731	NXGM8AA006849031477600	N/A
ACER C740	NXEF2AA00255201AC37600	2011976
HP 11 G6	5CD93392ZN	IT03507
ACER C731	NXGM8AA00180914CAC7600	N/A
ACER C731	NXGM8AA001749146247600	N/A
ACER C740	NXEF2AA002528033A27600	N/A
HP 11 G6	5CD9328PTT	IT03184
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ACER C731	NXGM8AA0018090FA4D7600	N/A
ACER C731	NXGM8AA00684902F857600	N/A

ACER C740	NXEF2AA0025300F3697600	N/A
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ACER C740	NXEF2AA002528031997600	N/A
ACER C740	NXEF2AA00252802FA77600	N/A
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ACER C740	NXEF2AA0025300F2B37600	N/A
ACER C740	NXEF2AA0025300F2F47600	N/A
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ACER C740	NXEF2AA0025300EAB47600	N/A
ACER C740	NXEF2AA002528033C27600	N/A
ACER C740	NXEF2AA0025300F3317600	N/A
ACER C740	NXEF2AA002528033207600	N/A
ACER C740	NXEF2AA0025280321A7600	N/A
ACER C740	NXEF2AA00252802CFE7600	N/A
ACER C740	NXEF2AA0025300EABB7600	N/A
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ACER C730	NXGC1AA002633150707600	N/A
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DELL 3100	HFCMSD3	IT08863
DELL 3100	955QSD3	IT08842
DELL 3100	8SRV7F3	IT09365
DELL 3100	HXYR7F3	IT09335
DELL 3100	F0WLSD3	IT08792
DELL 3100	HB4N6C3	IT07200
DELL 3100	2Y9B2D3	IT08732
DELL 3180	GNNSFH2	N/A
HP 11 G8	5CD052D941	IT06801
HP 11 G4	5CD620084G	N/A
HP 11 G4	5CD62008WJ	N/A
DELL 3180	2DVSFH2	N/A
DELL 3100	6DPLSD3	IT08777
DELL 3100	95ND2D3	IT08744
DELL 3100	1HCMSD3	IT08865
DELL 3100	JRQMSD3	IT08854
DELL 3100	BG3D2D3	IT08719
HP 11 G6	5CD9127R	IT03346
ACER C722	NXA6UAA0011123F5D17600	IT08904
HP 11 G8	5CD052CSVJ	IT06158
HP 11 G8	5CD052HS7Q	IT06495
HP 11 G8	5CD052CZ0X	IT06727
HP 11 G8	5CD052D95C	IT06846
HP 11 G8	5CD052D4K1	IT06948
HP 11 G8	5CD052D4K2	IT06941

HP 11 G8	5CD052CY5Z	IT06290
HP 11 G8	5CD0525V6V	IT06059
HP 11 G6	5CD9118MMS	IT03881
HP 11 G6	5CD9116STX	IT03793
HP 11 G6	5CD9340405	IT03289
ACER C731	NXGM8AA00180914DBC7600	N/A
DELL 3100	4DRR1D3	IT09019
DELL 3100	9DVL1D3	IT07718
DELL 3100	5GHM1D3	IT07703
DELL 3100	2G4N6C3	IT07250
DELL 3100	3GYM6C3	IT07224
DELL 3100	CGRN1D3	IT07712
HP 11A G6	5CD93392V4	IT03518
DELL 3100	CCSBSD3	IT08836
DELL 3100	JQHB2D3	IT08784
DELL 3100	BCKC2D3	IT08735
DELL 3100	JS1MSD3	IT08781
DELL 3100	65P28F3	IT09409
DELL 3100	J0BB2D3	IT08773
DELL 3100	8Q5MSD3	IT08816
DELL 3100	9BBH6C3	IT07197
DELL 3100	H55QSD3	IT08767
HP 11 G8	5CD9328Y32	IT03139
HP 11 G8	5CD9328QW7	IT03246
HP 11 G8	5CD9328QWW	IT03290
HP 11 G8	5CD9116QFW	IT03830
HP 11 G6	5CD052CSSV	IT06154
HP 11 G6	5CD052CVBW	IT06452
HP 11 G6	5CD043TRJC	IT06591
HP 11 G6	5CD907G3J9	IT02926
HP 11 G6	5CD9328QYH	N/A
HP 11 G6	5CD9118N0F	IT00396
HP 11 G6	5CD9118MKM	IT03866
HP 11 G6	5CD9117XNT	IT03338
HP 11 G6	5CD9118TCJ	IT00134
HP 11 G6	5CD933941Y	IT03502
HP 11 G6	5CD9328QYS	IT03237
HP 11 G6	5CD9118MJT	IT03850
HP 11 G8	5CD0440ZHY	IT06621
HP 11 G4	N/A	N/A
DELL 3100	1S7BSD3	IT08729
DELL 3100	2X6VSD3	IT08460
DELL 3100	63DR7F3	IT09354
DELL 3100	DF4L2D3	IT08731

DELL 3100	F0Q12D3	IT07564
DELL 3100	HGMR7F3	IT09339
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ACER C731	NXGM8AA0018241D4767600	N/A
ACER C731	NXGM8AA0018241D4B77600	N/A
ACER C732	NXHBNAA00102116C237600	IT05037
HP 11 G6	5CD9118T3S	IT00141
HP 11 G6	5CD9118VGS	IT00383
HP 11 G6	5CD9118T9L	IT00128
ACER C731	NXGM8AA0018251D58A7600	N/A
ACER C730	NXGC1AA0026281B5987600	N/A
HP 11 G8	5CD052CZ22	IT06441
ACER C732	NXHBNAA005041354697611	IT05954
ACER C731	NXGM8AA001713246A67600	N/A
ACER C721	NXHBNAA001021181D97600	IT04508
HP 11 G6	5CD90748VV	IT00219
ACER C731	NXGM8AA006850042477600	N/A
ACER C731	NXGM8AA006847033A17600	N/A
ACER C730	NXGC1AA00263314DFC7600	N/A
ACER C731	NXGM8AA0068500420C7600	N/A
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ACER C731	NXGM8AA006850042B27600	N/A
ACER C731	NXGM8AA001751018447600	N/A
ACER C740	NXEF2AA0025511E4B17600	2012359
ACER C740	NXEF2AA0025300F76A7600	N/A
ACER C740	NXEF2AA0025520BF457600	N/A
ACER C730	NXGC1AA0026341C4D37600	N/A

ACER C731	NXGM8AA00684902D027600	N/A
PHONES	**SERIAL**	**TAG**
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BLACKBERRY 7520	N/A	N/A

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BLACKBERRY 8350	N/A	N/A
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MOTOROLA I580	N/A	N/A
SAMSUNG GALAXY S5	N/A	N/A
MOTOROLA I90C	N/A	N/A
MOTOROLA I90C	N/A	N/A
MOTOROLA I60C	N/A	N/A
MOTOROLA I830	N/A	N/A
MOTOROLA I850	N/A	N/A
MOTOROLA I730	N/A	N/A
MOTOROLA I1000 PLUS	N/A	N/A
SPRINT E4233	N/A	N/A
BLACKBERRY 7100I	N/A	N/A
SPRINT E4233	N/A	N/A
PALM TX	N/A	N/A
PALM TX	N/A	N/A
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HP IPAQ	N/A	N/A
MOTOROLA SELECT 2000E	N/A	N/A
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GALAXY S7	IMEI 359764083809606	N/A
GALAXY NOTE 5	IMEI 990007017014306 16 03	N/A
IPHONE 7 PLUS	N/A	N/A
IPHONE 7 PLUS	N/A	N/A
GALAXY S6	IMEI 99000488367434715 05	N/A
GALAXY S6	IMEI 990004883083556 15 05	N/A
GALAXY S6	IMEI 990004890242583 15 06	N/A
GALAXY NOTE 5	IMEI 990007021681629 16 08	N/A

GALAXY S6	IMEI 990004885634620 15 06	N/A
GALAXY S6	IMEI 990004883706123 15 05	N/A
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GALAXY S6	IMEI990004885674279 15.06	N/A
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GALAXY NOTE 5	IMEI990007017054542 16.03	N/A
GALAXY NOTE 5	IMEI990007017054609 16.03	N/A
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GALAXY S6	IMEI990004885685655 15.06	N/A
GALAXY S6	IMEI990007049996058 17.04	N/A
GALAXY S6	IMEI990004876828710 15.05	N/A
GALAXY S6	IMEI990004883847190 15.05	N/A
GALAXY S6	IMEI990004890213147 15.06	N/A
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GALAXY S6	IMEI990007048741349 16.09	N/A
GALAXY S6	IMEI990004885684997 15.06	N/A
GALAXY S6	IMEI990004883045100 15.05	N/A
GALAXY S7	IMEI359764083288330	N/A
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GALAXY NOTE 5	IMEI990007017019917 16.03	N/A
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A505U	IMEI353335110712620	N/A
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BLACKBERRY NEXTEL CURVE	N/A	N/A
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BLACKBERRY NEXTEL CURVE

BLACKBERRY NEXTEL CURVE	N/A	N/A
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BLACKBERRY NEXTEL CURVE	N/A	N/A
BLACKBERRY BOLD	N/A	N/A
BLACKBERRY BOLD	N/A	N/A
BLACKBERRY BOLD

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MOTOROLA I530	N/A	N/A
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MOTOROLA I265	N/A	N/A
SAMSUNG FLIP PHONE	N/A	N/A
MOTOROLA NEXTEL SLIDE PHONE	N/A	N/A
KYOCERA FLIP PHONE	N/A	N/A
SAMSUNG FLIP PHONE	N/A	N/A
SONY ERICSON MINI PHONE	N/A	N/A
MOTOROLA NEXTEL FLIP PHONE	N/A	N/A
KYOCERA DURAPLUS	N/A	N/A
KYOCERA DURAPLUS	N/A	N/A
KYOCERA DURAPLUS	N/A	N/A

KYOCERA DURAPLUS	N/A	N/A
PALM	N/A	N/A
PALM	N/A	N/A
PALM	N/A	N/A
LAPTOPS	**SERIAL**	**TAG**
DELL LATITUDE 3180	FYXNQN2	N/A
HP MT40	CNU4039QCM	N/A
HP MT40	CNU402C5SS	N/A
HP MT40	CNU402C62S	N/A
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HP MT40	CNU4039PRS	N/A
HP MT40	CNU402C4Y7	N/A
HP MT40	CNU402C51X	N/A
HP MT40	CNU402C6K2	N/A
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HP MT40	CNU4039PMH	N/A
HP MT40	CNU402C6L5	N/A

HP MT40	CNU402C6JN	N/A
HP MT40	CNU402C4Y5	N/A
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HP MT40	CNU4039QR3	N/A
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HP MT40	CNU402C6JY	N/A
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HP MT40	CNU402C60J	N/A
HP MT40	CNU402C4WT	N/A
HP MT40	CNU402C694	N/A
HP MT40	CNU402C50R	N/A
HP MT40	CNU402C5KG	N/A
HP MT40	CNU402C5M6	N/A
HP MT40	CNU402C4Z6	N/A
HP MT40	CNU402C4Z1	N/A
HP MT40	CNU402C68P	N/A
HP MT40	CNU402C60M	N/A
HP MT40	CNU4039Q12	N/A
HP MT40	CNU402C5GY	N/A
HP MT40	CNU402C4Y4	N/A
HP MT40	CNU402C4SK	N/A
HP MT40	CNU402C6FK	N/A
HP MT40	CNU4039QDG	N/A
HP MT40	CNU402C654	N/A
DELL LATITUDE E5400	JCQZYJ1	00015962
ACER MINI ONE D250	LUS670B5389502735B1601	N/A
ACER MINI ONE D250	LUS670B538950255F81601	N/A
ACER MINI ONE D250	LUS670B53895025C3B1601	N/A
ACER MINI ONE D250	LUS670B538950276001601	N/A
ACER MINI ONE D250	LUS670B53895025C191601	N/A
ACER MINI ONE D250	LUS670B538950256791601	N/A
ACER MINI ONE D250	LUS670B5389502A3F01601	N/A
ACER MINI ONE D250	LUS670B538950293B21601	N/A
ACER MINI ONE D250	LUS680B5219525B7C61601	N/A
ACER MINI ONE D250	LUS670B53795002D031601	N/A
ACER MINI ONE D250	LUS670B53895025CC51601	N/A
HP 355 G2	5CG5320T5J	2009348
HP 355 G2	5CG5320T3D	2009351
HP 355 G2	5CG5320T2W	2009330
HP 355 G2	5CG5320T2J	2009327
HP 355 G2	5CG5320T4D	2009329
HP 355 G2	5CG5320T25	2009349
HP 355 G2	5CG5320T4Q	2009346
HP 355 G2	5CG5320SZW	2009332
HP 355 G2	5CG5320SZP	N/A
LENOVO 20GJ-S00600	1S20GJS00600LR05143C	2012986
LENOVO 20GJ-S00600	1S20GJS00600LR0514BR	2012988
LENOVO 20GJ-S00600	LR051D4L	2012957
LENOVO 20GJ-S00600	1S20GJS00600LR0514CG	2012971
LENOVO 20GJ-S00600	1S20GJS00600LR05147L	2012961
LENOVO 20GJ-S00600	1S20GJS00600LR0513KA	2013011

LENOVO 20GJ-S00600	1S20GJS00600LR051D5R	2012977
LENOVO 20GJ-S00600	LR051D3V	2012976
LENOVO 20GJ-S00600	1S20GJS00600LR05149X	2012982
LENOVO 20GJ-S00600	1S20GJS00600LR05149P	2012987
LENOVO 20GJ-S00600	1S20GJS00600LR05149N	2012974
LENOVO 20GJ-S00600	1S20GJS00600LR050NMY	2012953
LENOVO 20GJ-S00600	1S20GJS00600LR051490	2012985
LENOVO 20GJ-S00600	N/A	2013006
LENOVO 20GJ-S00600	1S20GJS00600LR0514FS	2012991
LENOVO 20GJ-S00600	1S20GJS00600LR051D3D	2012975
LENOVO 20GJ-S00600	N/A	2012978
LENOVO 20GJ-S00600	1S20GJS00600LR051D44	2012999
LENOVO 20GJ-S00600	1S20GJS00600LR0514C0	2012990
LENOVO 20GJ-S00600	1S20GJS00600LR05141B	2013012
LENOVO 20GJ-S00600	1S20GJS00600LR051495	2012983
LENOVO 20GJ-S00600	1S20GJS00600LR0514FC	2013008
LENOVO 20GJ-S00600	1S20GJS00600LR0514EN	2012995
LENOVO 20GJ-S00600	1S20GJS00600LR051D4F	2012959
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LENOVO 20GJ-S00600	1S20GJS00600LR0514K9	2012979
LENOVO 20GJ-S00600	1S20GJS00600LR05148A	2012969
LENOVO 20GJ-S00600	1S20GJS00600LR051D4Z	2012966
LENOVO 20GJ-S00600	1S20GJS00600LR051D4G	2012958
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LENOVO 20GJ-S00600	1S20GJS00600LR051D3P	2012954
LENOVO 20GJ-S00600	1S20GJS00600LR0514DY	2012967
LENOVO 20GJ-S00600	1S20GJS00600LR05149R	2012955
LENOVO 20GJ-S00600	1S20GJS00600LR0514EZ	2012997
LENOVO 20GJ-S00600	1S20GJS00600LR050NMB	2013004
LENOVO 20GJ-S00600	1S20GJS00600LR051D5X	2012998
LENOVO 20GJ-S00600	1S20GJS00600LR0514CW	2012992
LENOVO 20GJ-S00600	1S20GJS00600LR0514D2	2012989
LENOVO 20GJ-S00600	1S20GJS00600LR0514F6	2013010
LENOVO 20GJ-S00600	1S20GJS00600LR051D68	2012956
LENOVO 20GJ-S00600	1S20GJS00600LR05148C	2012984
LENOVO 20GJ-S00600	1S20GJS00600LR05149V	2012996
LENOVO 20GJ-S00600	1S20GJS00600LR0514F9	2013005
LENOVO 20J1-0045US	1S20J10045USLR08UBU7	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBV3	N/A
LENOVO 20J1-0045US	1S20J10045USLR091SXR	2013248
LENOVO 20J1-0045US	1S20J10045USLR091SXC	2013264

LENOVO 20J1-0045US	1S20J10045USLR091SXN	2013262
LENOVO 20J1-0045US	1S20J10045USLR08UBSH	001000281
LENOVO 20J1-0045US	1S20J10045USLR091SXB	2013265
LENOVO 20J1-0045US	1S20J10045USLR08UBUH	001000273
LENOVO 20J1-0045US	1S20J10045USLR091SXS	2013254
LENOVO 20J1-0045US	1S20J10045USLR091SX8	2013249
LENOVO 20J1-0045US	1S20J10045USLR08UBTZ	001000296
LENOVO 20J1-0045US	1S20J10045USLR091SXD	2013256
LENOVO 20J1-0045US	N/A	2013261
LENOVO 20J1-0045US	1S20J10045USLR091SXP	2013260
LENOVO 20J1-0045US	1S20J10045USLR08UBT8	N/A
LENOVO 20J1-0045US	N/A	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBSV	001000218
LENOVO 20J1-0045US	N/A	N/A
LENOVO 20J1-0045US	LR08UBQB	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBQX	001000158
LENOVO 20J1-0045US	LR08UBS7	N/A
LENOVO 20J1-0045US	N/A	001000220
LENOVO 20J1-0045US	1S20J10045USLR08UBUV	001000309
LENOVO 20J1-0045US	N/A	N/A
LENOVO 20J1-0045US	1S20J10045USLR091SXL	2013263
LENOVO 20J1-0045US	1S20J10045USLR08UBTE	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBUK	N/A
LENOVO 20J1-0045US	1S20J10045USLR091SXK	2013257
LENOVO 20J1-0045US	1S20J10045USLR091SXT	2013247
LENOVO 20J1-0045US	1S20J10045USLR08UBUN	N/A
LENOVO 20J1-0045US	1S20J10045USLR091SX9	2013259
LENOVO 20J1-0045US	1S20J10045USLR091SXA	2013253
LENOVO 20J1-0045US	1S20J10045USLR091SXJ	2013251
LENOVO 20J1-0045US	1S20J10045USLR08UBR1	N/A
LENOVO 20J1-0045US	LR-08UBTJ	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBST	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBRF	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBRM	001000295
LENOVO 20J1-0045US	N/A	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBUT	001000315
LENOVO 20J1-0045US	1S20J10045USLR08UBR8	001000294
LENOVO 20J1-0045US	1S20J10045USLR08UBT9	001000264
LENOVO 20J1-0045US	1S20J10045USLR08UBTA	001000191
LENOVO 20J1-0045US	1S20J10045USLR08UBQ2	001000145
LENOVO 20J1-0045US	1S20J10045USLR08UBQV	001000197
LENOVO 20J1-0045US	1S20J10045USLR08UBUF	001000229
LENOVO 20J1-0045US	1S20J10045USLR08UBQT	001000233
LENOVO 20J1-0045US	1S20J10045USLR08UBV1	N/A

LENOVO 20J1-0045US	1S20J10045USLR08UBR7	001000276
LENOVO 20J1-0045US	1S20J10045USLR08UBUU	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBS4	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBR0	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBTL	001000316
LENOVO 20J1-0045US	LR-08UBQS	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBTL	001000316
LENOVO 20J1-0045US	N/A	001000317
LENOVO 20J1-0045US	1S20J10045USLR08UBTH	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBQ3	001000278
LENOVO 20J1-0045US	1S20J10045USLR08UBU4	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBQ9	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBQZ	N/A
LENOVO 20J1-0045US	1S20J10045USLR091SXH	2013252
LENOVO 20J1-0045US	1S20J10045USLR091SXM	2013246
LENOVO 20J1-0045US	1S20J10045USLR091SXQ	2013250
LENOVO 20J1-0045US	LR-091SXG	2013258
LENOVO 20J1-0045US	1S20J10045USLR091SXF	2013255
LENOVO 20J1-0045US	1S20J10045USLR08UBU2	001000208
LENOVO 20J1-0045US	1S20J10045USLR08UBSR	001000219
LENOVO 20J1-0045US	LR-08UBQE	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBQ8	001000280
LENOVO 20J1-0045US	N/A	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBT1	N/A
LENOVO 20J1-0045US	N/A	001000245
LENOVO 20J1-0045US	1S20J10045USLR08UBTN	001000285
LENOVO 20J1-0045US	1S20J10045USLR08UBU9	N/A
LENOVO 20J1-0045US	LR08UNS0	N/A
LENOVO 20J1-0045US	1S20J10045USLR08UBU6	001000257
LENOVO 20J1-0045US	1S20J10045USLR08UBRG	001000185
LENOVO 20J1-0045US	1S20J10045USLR08UBR5	001000162
LENOVO 20J1-0045US	1S20J10045USLR08UBQ7	001000173
LENOVO 20J1-0045US	1S20J10045USLR08UBSG	001000193
LENOVO 20J1-0045US	1S20J10045USLR08UBUA	001000271
LENOVO 20J1-0045US	1S20J10045USLR08UBU0	001000227
LENOVO 20J1-0045US	1S20J10045USLR08UBSB	001000206
HP MT40	CNU344B5QG	2003554
DELL PP10L	9B5HR51	10458
HP MT41	5CG5365L7S	2009450
DELL XPS 9343	89LG162	2010083
DELL XPS 9343	B08Q162	2009646
DELL XPS 9343	HMDG162	2010028
DELL XPS 9343	3GRG162	2009585
DELL XPS 9343	74NL162	2009544

DELL XPS 9343	9JGL162	2010085
DELL XPS 9343	33ZM162	2009526
DELL XPS 9343	40DJ162	2009639
DELL XPS 9343	HB3K162	2009714
DELL XPS 9343	GNTH162	2010067
PROMETHEAN BOARDS	**SERIAL**	**TAG**
PRMAB378S300	C1003220338	00016159
PRMAB378S300	C1005071370	00016333
PRMAB378S300	C0907170913	00015300
PRMAB378S300	N/A	00015301
PRMAB378S300	C0907200030	00015313
PRMAB378S300	C0907170914	00015299
PRMAB378S300	C0907170915	00015298
PRMAB378S300	C0907170910	00015303
PRMAB378S300	C0907170916	00015297
PRMAB378S300	C0907200026	00015309
PRMAB378S300	C0907200025	00015308
PRMAB378S300	C0907170917	00015296
PRMAB378S300	C0909080534	N/A
PRMAB378S300	C0907150360	00015316
PRMAB378S300	C0907170918	00015295
PRMAB378S300	C1003170184	00016249
PRMAB378S300	N/A	00015293
PRMAB378S300	C0907170906	00015307
PRMAB378S300	C0907170907	00015306
PRMAB378S300	C0907170908	00015305
PRMAB578PRO	C1406230324	2008537
PRM-AB2B-02	N/A	N/A
PRM-AB2B-02	0745749106	00013798
PRM-AB2B-02	0745747112	00013868
PRM-AB2B-02	0745747104	00013891
PRM-AB2B-02	0745747103	00013892
PRM-AB2B-02	0737612027	13847
PRM-AB2B-02	N/A	13849
PRMAB378E100	C1109270699	2000701
PRMAB378E100	C1109270700	2000702
HITACHI STARBOARD FX-82W	00434	09769
PRINTERS	**SERIAL**	**TAG**
HP LASERJET 2300DN	CNBGH42280	10281
HP LASERJET 2300DN	CNBGH42197	N/A
HP LASERJET 2420DN	CNGJG08091	N/A
HP P2015DN	CNBJR00882	N/A
HP P2015DN	CNLJG16245	N/A
HP LASERJET PRO 400	VNG3704003	N/A

HP LASERJET PRO 400	VNG3704006	N/A
MONITORS	**SERIAL**	**TAG**
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
17" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
19" MONITOR	N/A	N/A
DOCUMENT CAMERAS	**SERIAL**	**TAG**
ACTIVIEW AV324	D46C03082	2008752
ACTIVIEW AV324	D46C06603	2010341
ACTIVIEW AV322	A03F09369	2000680
ACTIVIEW AV322	A03F08645	2000667
MISC	**SERIAL**	**TAG**
CANON ZR100 CAMCORDER	362032060760	N/A
PROMETHEAN ACTIVSLATE	0815024068	N/A
PROMETHEAN ACTIVSLATE	0815041075	N/A
HEARTLAND PIONEER POS CYPRUS	5G03801	2013295
HEARTLAND PIONEER POS CYPRUS	5G03814	2013293
HEARTLAND PIONEER POS CYPRUS	5G03800	2013296
AUDIX PH5-VS SPEAKERS (PAIR)	07540	N/A
AUDIX PH5-VS SPEAKERS (PAIR)	08741	N/A
AUDIX PH5-VS SPEAKERS (PAIR)	08525	N/A
CISCO AIR-CAP3602I-A-K9	FTX1636GH8Y	2000869
CISCO AIR-CAP3602I-A-K9	FTX1636GHEV	2001322
CISCO AIR-CAP3602I-A-K9	FTX1633GHDF	2001027
CISCO AIR-LAP1131AG-A-K9	FTX1212N0EY	N/A
APC SMX1500RM2U	AS1324216288	N/A
APC SURTA2200RMXL2U	QS1139330885	N/A
APC SURTA48RMXLBP2U	IS1047003495	N/A
APC SMX48RMBP2U	5D1241T00776	N/A
DELL E151FPP	CN06R64447804357L1LP	N/A
SKYWORTH 43E2 TV	1790632U01285	N/A
CISCO CATALYST 3750-X	FDO1652W25G	1000500
CISCO CATALYST 3750-X	FDO1652W21K	1000548
CISCO CATALYST 3750-X	FDO1652P0BV	1000591
CISCO CATALYST 3750-X	FDO1701P0VN	1000357
CISCO CATALYST 3750-X	FDO1652R0TU	N/A
DATAVAC PRO 2 VACUUM	N/A	N/A
CISCO CATALYST 3750-X	FDO1645P00N	1000558
CISCO CATALYST 3750-X	FDO1652R0UG	1000559

CISCO CATALYST 3750-X	FDO1652H0SV	1000557
CISCO CATALYST 3750-X	FDO1652P0JM	1000555
CISCO CATALYST 3750-X	FDO1652R0U0	1000563
CISCO CATALYST 3750-X	FDO1652P0GM	1000554
CISCO CATALYST 3750-X	FDO1651W326	1000553
CISCO CATALYST 4300	FLM2020W072	N/A
ALLIED TELESYN INTERNATIONAL MC101	S1YD8331D	48330
DELL 2161DS	5NGSX11	07918
DELL IMU	GHVS931	08404
DELL POWEREDGE RACK CONSOLE 15FI	N/A	00013638
CISCO UCS 5108	FOX1716G19Q	1001047
QUALSTAR AIT TAPE LIBRARY	N/A	N/A
CISCO RACK	N/A	N/A
CISCO RACK	N/A	N/A
CISCO UCS 5108	N/A	1001048
PROJECTORS	**SERIAL**	**TAG**
PROMETHEAN UST-P1	WUST-P14131199	N/A
PROMETHEAN UST-P1	WUST-P14131282	N/A
PROMETHEAN UST-P1	WUST-P14212341	N/A
PROMETHEAN UST-P1	WUST-P14131275	N/A
PROMETHEAN UST-P1	WUST-P14131191	N/A
PROMETHEAN UST-P1	WUST-P14131276	N/A
PROMETHEAN UST-P1	WUST-P14212695	N/A
CP-X3042WNUF	F8AU04744	001000364
CP-X2542WNUF	F7FU06124	001000351
CP-X2511NUF	F0DU00323	00016046
CP-X305	F7LU03193	00013548
CP-X305UF	F7IU00866	00013711
CP-X305UF	F8CU04056	00014565
CP-X2510NUF	F0AU04310	00015815
CP-X265WF	F7F008409	00012783
CP-X2541WNUF	F6FU14014	2012913
CP-X305	F7KU02704	N/A
CP-X265	F7B004205	00012729
CP-X265	F7F008298	00012800
CP-X265	F7F008302	00012786
CP-X265	F7F008308	00012788
CP-X265	F7F008418	00012802
CP-X265	F7F008421	00012806
CP-X265	F7F008413	00012792
CP-X265	F7F008293	00012776
CP-X265	F7F008384	00012796
CP-X265	F7F008410	00012808
CP-X265	F7F008297	00012775

CP-X265	F7F008423	00012774
CP-X265	F7F008295	00012779
CP-X265	F7F008374	00012797
CP-X265	F7F008429	00012805
CP-X265	F7F008290	00012778
CP-X265	F7F008416	00012794
CP-X265	F7F008430	00012780
CP-X265	F7F008426	00012782
CP-X305	F8AU03417	00014556
HITACHI CP-X2511N	F0GU03259	00016471
IPADS	**SERIAL**	**TAG**
A1395	DKWGP06PDFHW	N/A
A1395	F5RLT6WFDFHW	N/A
A1219	HZ1102CLZ38	00016756
A1395	DLXGD88JDFHW	2000335
A1893	DMPWF52XJF8K	N/A
A1893	DMPWNJ9TJF8K	N/A
A1893	DMPYQC37JF8K	N/A
A1822	F9FTV27MHLFC	N/A
A1893	DMPWNGQCJF8K	N/A
A1823	F9FTPTKKHLJJ	G00612
A1893	DMPWHDMLJF8K	N/A
A1822	F9FTVGF4HLFC	N/A
A1893	DMPWKX85JF8K	N/A
A1822	F9FTVKHLHLFC	N/A
A1893	DMPWKZ3EJF8K	N/A
A1893	DMPWKX8EJF8K	N/A
A1822	F9FTVENHHLFC	N/A
A1823	F9FTPVC9HLJJ	G00816
A1823	F9FTPHDPHLJJ	G01102
A1823	F9FTPFVGHLJJ	G00750
A1823	F9FTPLZSHLJJ	G00666
A1823	F9FTPQZQHLJJ	G00878
A1823	F9FTPXKPHLJJ	G00174
A1823	F9FTPKY4HLJJ	G01221
A1823	F9FTPUQCHLJJ	G00861
A1823	F9FTPT9JHLJJ	G00504
A1823	F9FTPEJQHLJJ	G01600
A1823	F9FTPKFSHLJJ	G01090
A1823	F9FTPFFBHLJJ	G01326
A1823	F9FT8TYAHLJJ	G00049
A1823	F9FTPJZRHLJJ	G01024
A1823	F9FTPNUZHLJJ	G01077
A1823	F9FTPXAUHLJJ	G01070

A1823	F9FTPU0VHLJJ	G01049
A1823	F9FTPG8AHLJJ	G00895
A1823	F9FTPRZ4HLJJ	G00971
A1823	F9FTPMMKHLJJ	G00153
A1893	DMPWNHUBJF8K	N/A
A1893	DMPWP59NJF8K	N/A
A1893	DMPWNJ8SJF8K	N/A
A1822	F9FTVHG7HLFC	N/A
A1893	DMPW8UP8JF8K	N/A
A1893	DMPWP3ZDJF8K	N/A
A1823	F9FTPN1BHLJJ	G01381
A1823	F9FTPYGMHLJJ	G00688
A1823	F9FTPXKJHLJJ	G01127
A1823	F9FTP93SHLJJ	G01136
A1823	F9FTPHESHLJJ	G00790
A1823	F9FTPWDFHLJJ	G01171
A1823	F9FTPMQCHLJJ	G00967
A1823	F9FTPJLJHLJJ	G00849
A1823	F9GTP17WHLJJ	G00779
A1822	GCHVL7H0HLFC	N/A
A1823	F9GTP18AHLJJ	G00233
A1823	F9FTPG1THLJJ	G01015
A1823	F9FTPMYDHLJJ	G01775
A1823	F9FTPVX6HLJJ	G01751
A1823	F9FTPY2ZHLJJ	G01609
A1823	F9FTPHEZHLJJ	G01733
A1823	F9FTPQQ0HLJJ	G00607
A1823	F9FTPRY9HLJJ	G00400
A1823	F9FTPLVRHLJJ	G00893
A1823	F9FTPMUFHLJJ	G00803
A1823	F9FTPFAEHLJJ	G00996
A1823	F9FTPX78HLJJ	G01684
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10.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: Approve Out of State Travel, Teacher Recruitment Day, Marshall, TX, Irma Barahona, Vanessa Le and Veronica Talton. Estimated cost $3,375.

Teacher Recruitment Day
Marshall, TX
April 10-12, 2023

Staff Analysis:

The Human Resources department is making an effort to increase our teacher recruitment efforts by including HBCU's (Historically Black Colleges and Universities) in order to not only find the best-qualified candidates but to diversify our teacher workforce to include more African-American teachers and staff members. This will be an ongoing initiative for the Human Resources department, that will help us in our recruitment process in finding more teachers who reflect our student population. Estimated cost $3,375.00.

Recommendation:

District administration is recommending that the Board of Trustees approve out-of-state travel for Irma Barahona, Vanessa Le and Veronica Talton.

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

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

10.07

Agenda Placement

Meeting: April 13, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

Ref#:0000497

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TRAVEL APPROVAL FORM

Attach Supporting Documents

Date of Request: 03/30/2023 Travel Type: Conference/Workshop Out of State?: Yes

1. Program Manager / Principal Signature: Cesar Torrico Dept. / School Site: DEPT - Human Resources
2. Title of Conference / Meeting: TEACHER RECRUITMENT DAY
3. Location: 711 WILEY AVE City/State MARSHALL, TX
4. Purpose: RECRUITMENT OF NEW TEACHERS
5. Date (s) of Conference / Meetings: APRIL 11, 2023
6. Departure Date / Time: 04/10/2023 4:00 PM Return Date / Time: 04/12/2023 5:00 PM
7. District Office Supervisor Approval: _____ Date _____
8. Human Resources:

Names(s) of Employees Attending	Sub? Yes No	Bilingual Yes No	Sub Request?: (Name)	Job Number
IRMA BARAHONA	No	No		
VANESSA LE	No	No		
VERONICA TALTON	No	No		

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

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	7200	000000	600	5010

Human Resources Dept. Approval: _____

Human Resources Approval Date

9. **SECTION BELOW MUST BE COMPLETED**

Cost Description	Total Estimated Costs	Description
Transportation	$2300	AIRFARE AND CAR
Registration	150	
Lodging	625	
Meals	300	
Shuttle / Parking	0	
Other	0	
Total	$3,375.00	

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

10. Account code

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG
010	0000	0	5200	00	0000	7200	000000	600	5010

11. Regina Cardenas 04/03/2023
Accountant Approval

_____
Superintendent Approval for All Out of State Travel

_____
Purchasing Approval

Board Meeting Date: _____

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

12. Additional Attendees:

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

Comments



Wiley College - Spring 2023 Teacher Recruitment Day

Tuesday, April 11th 2023, 9:30 am - 12:00 pm PDT

711 Wiley Avenue, Marshall, Texas 75670, United States (http://maps.google.com/?q=711 Wiley Avenue, Marshall, Texas 75670, United States)

☆ Follow ✔ Registered ▾

Details (/emp/career_fairs/39442) **All Employers (/career_fairs/39442/employers_list)**

12 days away

Employer Attendees

J

Alum Rock Union Elementary School District (/employers/130900), Judson Independent School District (/employers/124638), Lufkin Independent School District (/employers/168399), Austin Independent School District (/employers/130624) and 10 other employers (/career_fairs/39442/employers_list) are going.

See More Employers (/career_fairs/39442/employers_list)

Contact

Jeremy Hodge
jhodge@wileyc.edu (mailto:jhodge@wileyc.edu)

Attachments

TRD_2023_Flyer.jpg (/attachments/1414830/download?token=47_ebGKTmCFh9DwkDvzhi9MvHxUT8_g...
JPG (1.09 MB)

Career Fair Description

The **Wiley College** **Teacher Recruitment Day** will be held on **Tuesday, April 11, 2023**. The event will take place in the **Fred T. Long Student Union Cafeteria** and will begin promptly at **11:30 am** and end promptly at **2:00 pm**. The registration for the event is **$150 per employer**. This fee covers your registration as well as breakfast and lunch for the event.

All majors will be encouraged to attend this event as well as recent alumni.

Registration Link: https://wileyc.joinhandshake.com/edu/career_fairs/39442 (https://wileyc.joinhandshake.com/edu/career_fairs/39442)

Sabrina Lott <sabrina.lott@arusd.org>

Marshall

1 message

LeRoy Daleen <LeRoy@letstravelvacations.com> Wed, Mar 29, 2023 at 1:45 PM
To: "veronica.talton@arusd.org" <veronica.talton@arusd.org>
Cc: Irma Barahona <irma.barahona@arusd.org>, Sabrina Lott <sabrina.lott@arusd.org>

Based on the information below the amount for the PO as of today

$581.80 air ticket Veronica

$553.81 air ticket Irma

$553.81 air ticket Vanessa

$128.00 Best Western 1 king

$149.00 Best Western 2 queens

$302.00 car rental

$227.00 Homewood Suites Dallas Downtown Dallas for Veronica

$2495.42 total

The hotels are confirmed.

I would need the PO to make the flight and cars reservations.

Irma, To make the car reservation I would need to home address.

Best regards

LeRoy

Hello Veronica

Flights San Jose to Dallas (DFW) 10 April 6:10 A.M. arrive 11:52 A.M.

DFW to San Jose 12 April 7:02 P.M. arrive 8:59 P.M.

$581.80

San Jose to Dallas 10 April 6:10 A.M. arrive 11:52 A.M.

DFW to San Jose 13 April 9:42 A.M. arrive 11:26 A.M.

2 seats $553.81 per seat

April 10 one night

Best western inn 1 king $128.00

Best western 2 queens $149.00

Midsize car pick up DFW 10 April drop DFW 13 April $302.00

Hotel Dallas Downtown for Veronica

Homewood Dallas Downtown $227.00 with breakfast

Keep in mind prices can change until tickets are issue and reservations are made.

I have made a reservation for the Best Western, so you are confirmed at the price above.

Best regards

LeRoy

Receipt Number : 150069615

Receipt

03/24

Wiley College
711 Wiley Avenue
Marshall, TX 75670
(903) 927-3210 or (903) 927-3207

Name: Allum Rock Union School District

ID Number:

Date	Description	Check #	Amount
03/24/2023	Teacher Recruitment Day-ARUSD	VISA	$150.00
		Receipt Total:	$150.00

WILEY COLLEGE
711 WILEY AVE
MARSHALL, TX 75670
903/934-8995

Bank ID: 2642
Merchant ID: 2854
Term ID: 001

Phone Order

XXXXXXXXXXXX3428
VISA Entry Method: Manual

Total: $ 150.00

03/24/23 12:05:21
Inv #: 000001 Appr Code: 026829
Apprvd: Online Batch#: 083001
AVS Code: ZIP MATCH Z
CVV2 Code: MATCH M
Retrieval Ref #: 168838301

I agree to pay above total amount
according to card issuer agreement
(Merchant agreement if credit voucher)

X_____

Merchant Copy

ARUSD

10.08

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/April 13, 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**

Meeting: April 13, 2023
Regular Board Meeting

10.08
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
April 13, 2023

CERTIFICATED OFFER OF EMPLOYMENT:

I.	**New Hire:**		
	1. Rosales, Ulises Jr.	Counselor, K-5/SEL Department	03/06/2023
II.	**New Hire-Substitute Teacher:**		
	1. Anderson, Jill		01/20/2023
	2. Hernandez, Tzelzin		03/21/2023
	3. Jennifer Lopez		04/01/2023
	4. Lin, Rico		03/16/2023
	5. Nieto, Rosa		03/20/2023
	6. Tapia, Marisol		03/16/2023
	7. Tuliao, Mary Jean		03/20/2023
	8. Uhlig, Nicholas		02/03/2023
	9. Villanueva, Elisha		03/24/2023
III.	**Substitute Residential Teacher Contracts:**		
	1. Urata, Andrew		02/27/2023-06/08/2023
IV.	**Employee Contract:**		
	1. Amezcua, Alayna	Soccer/Copita Cup/Lyndale Elementary	04/01/2023-06/08/2023
	2. Amuchie, Uzoma Paul	Soccer/Copita Cup/ Ryan Steam Academy	04/14/2023-04/26/2023
	3. Barnhill, Steven	Adjudicator for District Band Festival	03/17/2023-03/17/2023
	4. Kelly, Joseph	Adjudicator for District Band Festival	03/17/2023-03/17/2023
	5. Rivas, Ashley	Soccer/Copita Cup/Renaissance Academy I	04/13/2023-06/30/2023
V.	**Return from Personal Leave of Absence:**		
	1. Shyba, Cheryl	.20 FTE/RSP	03/15/2023
VI.	**Retirements:**		
	1. Ardanuy, Jacquelyn	3/Ryan STEAM Academy	06/08/2023
	2. Barber, Randal	Music/VAPA , P.E. & Sports Program	06/08/2023
	3. Duarte, Sherry	4/Russo/McEntee Academy	06/08/2023
	4. Terrio, Robert	3/Hubbard Media Arts Academy	06/08/2023

CLASSIFIED PERSONNEL – April 13, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I.	**New Employee:**		
	1. Carrillo Jr., Salvador A	Night Custodian-Middle/Hubbard	03/20/2023
	2. Cruz, Ryan C	Paraeducator Special Education I/Ocala	03/01/2023
	3. Hutson, Harold U	Autism Intervention Assistant/Special Education	03/02/2023
	4. Nguyen, My N	Paraeducator Special Education I/Linda Vista	03/01/2023
	5. Praveen, Varsha	Paraeducator 9.5mo/Cassell	03/13/2023
	6. Rodriguez, Jennifer	Paraeducator 9.5mo & Campus Paraeducator/McCollam	02/27/2023
	7. Serrano, Nikki E	School Office Assitant/Cassell	03/15/2023
	8. Valladares, Joshua C	Autism Intervention Assistant/Special Education	03/01/2023
	9. Vo, Thao	Paraeducator Special Education II/Linda Vista	03/01/2023
II.	**Change of Status:**		
	1. Parden, Buddy	Maitenance Worker II/M.O.T	01/17/2023
III.	**Retirement:**		
	1. Caloca, Eric	Night Custodian I/Painter	07/01/2023
IV.	**Substitute Personnel:**		
	1. Carrillo, Salvador	Substitute Custodian	02/03/2023
	2. Haws, Stephen	Substitute Clerical	02/03/2023
	3. Partida, Consuelo	Substitute Paraeducator	02/03/2023

10.09

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 Title: Superintendent

To the Board of Trustees: Meeting: April 13, 2023
Regular Board Meeting

Information Only

10.09

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 Mar 31, 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	TTL W/ SDC & PK
Adelante 1 K-8	3	16	52	56	61	55	56	48	52	33	50	**482**	0	482	2	484
Adelante 2 K-8	5	15	45	48	48	45	41	29	15	16	10	**317**	0	317	1	318
Aptitud K-8	5	14	25	45	48	45	55	53	52	45	39	**426**	9	435	1	436
Cassell ES	0	9	32	45	40	40	44	48	0	0	0	**258**	13	271	0	271
Chavez ES	2	15	21	0	0	0	0	0	0	0	0	**38**	0	38	21	59
Cureton ES	0	10	36	39	36	36	48	46	0	0	0	**251**	19	270	1	271
Dorsa ES	0	8	34	43	42	47	48	60	0	0	0	**282**	22	304	2	306
Hubbard K-8	4	12	40	44	50	46	51	62	50	53	56	**468**	4	472	5	477
Linda Vista ES	3	21	64	68	76	63	79	60	0	0	0	**434**	21	455	11	466
LUCHA ES	1	19	25	45	42	53	49	41	0	0	0	**275**	0	275	0	275
Lyndale ES	5	15	50	48	45	34	42	48	0	0	0	**287**	20	307	24	331
McCollam ES	6	25	52	58	66	70	62	67	0	0	0	**406**	33	439	0	439
Meyer ES	9	12	35	40	30	46	47	48	0	0	0	**267**	19	286	12	298
Painter ES	9	28	45	55	53	43	38	44	0	0	0	**315**	0	315	3	318
Russo McEntee ES	4	16	48	44	50	51	51	58	0	0	0	**322**	33	355	1	356
Ryan ES	6	20	27	38	41	51	40	53	0	0	0	**276**	15	291	1	292
San Antonio ES	4	18	38	41	54	68	75	70	0	0	0	**368**	10	378	2	380
George MS	0	0	0	0	0	0	0	0	131	110	143	**384**	0	384	0	384
Ocala MS	0	0	0	0	0	0	0	0	131	120	122	**373**	8	381	0	381
Renaissance 1 MS	0	0	0	0	0	0	0	0	108	119	127	**354**	13	367	0	367
Renaissance 2 MS	0	0	0	0	0	0	0	0	93	109	123	**325**	10	335	0	335
Sheppard MS	0	0	0	0	0	0	0	0	156	168	157	**481**	9	490	0	490
Home/Hosp	0	0	0	0	0	0	0	0	0	1	0	**1**	0	1	0	1
	66	**273**	**669**	**757**	**782**	**793**	**826**	**835**	**788**	**774**	**827**	**7390**	**258**	**7648**	**87**	**7735**

Independent Study

as of Mar 31, 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	TTL W/ SDC & PK
Russo McEntee ES	0	0	2	1	5	9	8	7	0	0	0	**32**	3	35	0	35
Renaissance 2 MS	0	0	0	0	0	0	0	0	13	20	24	**57**	2	59	0	59
	0	**0**	**2**	**1**	**5**	**9**	**8**	**7**	**13**	**20**	**24**	**89**	**5**	**94**	**0**	**94**

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 10.10

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

10.10

Agenda Placement

Meeting: April 13, 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
April 13, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Adelante II Academy Dr. Silvia Carrillo	05/30/23- 06/30/23	A Plus Literacy Consulting, LLC	$8,250.00	A+ Literacy consulting will provide professional development training for Adelante II teachers on Jan Richardson's: Next Step Guided Reading Frameworks, for grades K-8th. These small group lessons can be used as instructional methods for students at varied levels. Funding: Restricted
Cassell Elementary Alecia Kelley	08/27/23- 09/05/23	Literacy Resources LLC	$850.00	Literacy Resources will provide a live professional development webinar on the Heggerty Phonemic Awareness curriculum for 14+ teachers. A recording with a 30-day access after the webinar will also be available to participants. Funding: Restricted
Cureton Elementary Tereasa Smith	04/26/23- 04/26/23	Social and Environmental Entrepreneurs (SEE), Inc.	$800.00	Social Emotional Entrepreneurs will provide a Math Festival at Cureton on April 26th. Services will include materials, support and training for all Cureton Elementary families. Funding: Restricted
Ocala STEAM Academy Tracy Leathers	05/08/23- 05/09/23	International Student Tours, Inc.	No Cost	International School Tours will provide: transportation, tours of selected colleges, hotel accommodations, meals and hotel security for approximately 40 students and 3 teachers from the AVID program. Funding: N/A

Alum Rock Union Elementary School District
April 13, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Business Services Kolvira Chheng	12/15/22- 12/31/23	CBIZ Valuation Group, LLC (CVG)	$62,670.00 NTE	Provide physical inspection and appraisal of buildings and structures. During inspection, Construction Occupancy Protection Exposure (COPE) data will be observed and collected. Digital photos will be taken of each inspected structure and incorporated into reports and work files. Funding: Restricted
Child Nutrition Services Denisse Mendez	04/14/23- 09/30/23	Shared Plate Strategies LLC	$125.00 per hour NTE 75 hours	Support the Child Nutrition Department with the completion of all formal bid solicitations, procurement systems development and capacity building (training). Funding: Restricted
Early Learning Dr. Dianna Ballesteros	06/01/23- 08/01/23	Catholic Charities of Santa Clara County (CCSCC)	No Cost	Catholic Charities of Santa Clara County will provide a Bridge to Kinder (B2K) in-person program in the summer of 2023 at Adelante II and Ryan. This is a free 5-week half-day summer program designed for parents and students entering T4, TK, Kinder and first grade in the 2023/24 school year. Funding: N/A
Early Learning Dr. Dianna Ballesteros	07/01/23- 06/30/24	Kristi Yamaguchi's Always Dream	$34,200.00	The Always Dream-Always Reading program goal is to increase caregiver knowledge of family reading and increase family engagement with digital books. Services to be provided to: LUCHA (1) Kinder, (1) TK; Linda Vista (2) K, (2) TK/Kinder, (1) SDC TK/Kinder; Ryan (1) T4, (2) TK, (2) Kinder, (1) SDC Kinder; Hubbard (1) T4/TK, (2) Kinder classrooms. Funding: Restricted

Alum Rock Union Elementary School District
April 13, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Early Learning Dr. Dianna Ballesteros	06/01/23- 08/01/23	SOMOS Mayfair, Inc.	No Cost for program	Somos Mayfair will provide a Bridge to Kinder (B2K) in-person program in the summer of 2023 at LUCHA and Painter. This is a free 5-week half-day summer program designated for parents and students entering T4, TK, Kinder and first grade in the 2023/24 school year. ARUSD will support district staff cost. Funding: N/A
Maintenance Ed Villarreal	04/14/23- 06/20/24	Liquidity Services Operations, LLC DBA: GovDeals	No Cost	Multi-Year Service Contract: GovDeals will maintain and operate an online auction system in order for the District to post surplus assets (excluding land and building), for potential buyers to bid on. Funding: N/A
Maintenance Ed Villarreal	04/14/23- 06/30/23	R-J Inc., DBA: RJ Commercial Flooring Company	$25,000.00	Provide services that include repair and/or replacement of flooring as needed district-wide. Funding: Restricted
Maintenance Ed Villarreal	04/14/23- 06/30/23	Selway Construction, Inc.	$40,000.00	Provide maintenance and repair services such as painting, drywall installation, and other services as needed district-wide. Funding: Restricted
Special Education Anthony Colonna	04/14/23- 06/30/23	Educational Professionals of Central California, LLC	$8,250.00	Educational Professionals of Central California will complete a full Independent Educational Evaluation (IEE), per parent request at public expense, pursuant to 34 CFR 300.502: 8VAC20-81-170(B). Funding: Restricted

Alum Rock Union Elementary School District
April 13, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Special Education Anthony Colonna	07/01/23- 06/30/24	LDP Inc., DBA: Leader Services	$30,000.00	Leader Services provides claim services for Federal Medi-Cal reimbursement for specific health related services. Leader Services establishes and maintains procedures for the timely preparation of claims district wide. Funding: Restricted
Special Education Anthony Colonna	07/01/23- 06/30/24	Partridge Consulting, Inc.	$72,000.00	Partridge Consulting will provide ongoing training, direct services, parent support, assessments, data analysis and program support to Alum Rock students diagnosed with autism. These services are provided district wide for the 2023-2024 school year including the 2022/23 Extended School Year (ESY) program. Funding: Restricted
Student Services Norma Flores	04/14/23- 06/30/23	Balco Holdings, Inc., DBA: Bay Alarm Company	$50.00 - $60.00 per hour	Master Service Contract: Bay Alarm will provide security services at Alum Rock District events such as the upcoming Copita Soccer Tournament, and also at 8th grade promotion ceremonies. Funding: General

Alum Rock Union Elementary School District
April 13, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Student Services Norma Flores	07/01/22- 06/30/23	Lozano Smith LLP	$26,000.00	Contract Extension: CO 237060, Board approved July 21, 2022. Original contract amount $22,000.00. Change order #1 increased amount by $12,000.00, Board approved January 19, 2023. New contract amount $60,000.00. Lozano Smith LLP provides remote legal consultation and professional development via phone, email and webinars regarding various school topics such as expulsion section 504, bullying concerns, and Title IX. Increase for the 22-23 school year is necessary due to increased legal consultation services needed throughout the school year. Funding: General

DocuSign Envelope ID: DCCADFDB-5129-4704-9D8F-F9307AC5247E

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Adelante II Dual Language Academy (School/Dept.) VENDOR NO. _____

Submitted by: Christina Sarinana, Assistant Principal

[X] **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: A Plus Literacy Consulting, LLC

Address: 3444 Fox Hunt Dr. City: Palm Harbor State: FL Zip: 34683

Phone: (727)307-8630 Email Address: aplusliteracyconsulting@gmail.com

SSN: _____ or Fed I.D. #: 47-5561879

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 30, 31, June 1, 2023, and will diligently perform as required and complete performance by June 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").

A+ Literacy Consulting will provide professional development training for Adelante II Teachers on Jan Richardson's: Next Step Guided Reading Frameworks, for grades K-8th. These small group lessons can be used as instructional methods for students at varied reading levels.

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.

[X] a. **Fee Rate:** $ $2,750.00/day per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 8 hrs hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	0000000	285	1190	$8250.00	

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

A+ Literacy Consulting

Jan Richardson Guided Reading Trainer & Literacy Consultant

Julie A. Taylor, Ph.D. aplusIit@gmail.com



Project Title	The Next Step Forward in Guided Reading ~ Book Rollout Training
Parties Involved	Teachers and staff, intervention, special education, administration at Adelante II Dual Language Academy & Julie A. Taylor, Lead Literacy Consultant – A+ Literacy Consultant
Introduction	This project will result in each participant attending training in Jan Richardson's Next Step guided reading, then applying these lesson frameworks in their daily small-group reading instruction. This is a formal work agreement between the administration at Adelante II Dual Language Academy and Julie A. Taylor.
Objectives	Participants will attend 1 day of training in Jan Richardson's Next Step guided reading framework to be delivered by the consultant, Julie A. Taylor.
Expected Results	Participants will be prepared to administer reading assessments, group students for instruction, and begin to implement Next Step lesson frameworks during daily literacy instruction.
Scope of Work	• Discuss and explore current literacy research perspectives as they relate to current trends in curriculum and instruction. • Analyze, critique, and reflect on assessments used to determine students' literacy abilities in reading and spelling.



- Characterize and determine student literacy abilities and arrange students into like reading groups
- Contrast current small group instruction with constructs and frameworks of the Next Step guided reading lessons.
- Design guided reading lessons using procedures and processes in *The Next Step Forward in Guided Reading*

Task List

- Discuss current literacy research
- Rehearse taking running reading record
- Score word study assessments
- Determine mock student groups
- Design guided reading lessons which include planning for instruction in:
  - Writing high frequency words
  - Learning vocabulary
  - Reading instructional level text
  - Prompting and scaffolding students as necessary during reading
  - Practicing fluency in reading narrative and informational text
  - Increasing comprehension skills through constructive text discussions
  - Analyzing and spelling words appropriate to developmental reading level

Project Schedule & Timeline

Professional Development Schedule:
May 30 – Grades Kindergarten & 1 teachers
May 31 – Grades 2 & 3 teachers
June 1 – Grades 4-8 teachers

- Follow-up support recommended to ensure proper implementation



Project Deliverables	None provided by consultant
Adoption Plan	• Adelante II agreement to obtain *The Next Step Forward in Guided Reading* text for each participant • Adelante II will provide participants with an assessment system/running records
Project Management	Administration and/or literacy support staff will remain in contact with consultant
Financial Information	$2,750. per day, to total $8,250. Total fee is all-inclusive of travel, hotel, rental car, meals. No additional consultant fees.



ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Cassell Elementary School (School/Dept.) VENDOR NO. 300453

Submitted by: Alecia Kelley

☑ **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: Literacy Resources LLC

Address: 805 Lake Street #293 City: Oak Park State: IL Zip: 60301

Phone: (708 366 5947) Email Address: pd@heggerty.org

SSN: _____ or Fed I.D. #: 84-4218337

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 27th, 2023, and will diligently perform as required and complete performance by September 05th, 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").

Literacy Resources LLC will provide a live webinar professional Development for 14+ teachers and a recording with 30 days access after the webinar.

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:** $850 (describe rate agreement) Access to the webinar link

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	4203	0	5815	00	4760	1000	000000	305	1521	$850	

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

Doc ID: 8a576bdc079283ec9a483691fbb03088d9d97fc1

Heggerty

The Phonemic Awareness professional development webinar, provided by a knowledgeable Literacy Specialist, provides educators with an overview of the Heggerty Phonemic Awareness curriculum.

Participants will learn about the lesson components and activities included in the Heggerty Tier 1, 2022 curriculum. Up to two levels of the curriculum can be covered within each webinar. We offer Early Pre-K, PreK, Kindergarten, Primary, and Primary Extension Curriculum in English. Professional development for more than two levels of the curriculum would require more than one webinar to be scheduled. We offer PreK, Kindergarten and Primary curriculum in Spanish as well. English and Spanish webinars must be scheduled separately.

We use Zoom as our on-line platform. An internet connection, video screen and speakers are required for the webinar.

An outline of a webinar PD is as follows:

1. What is Phonemic Awareness?
   Defining Phonological and Phonemic Awareness and how it is different from Phonics
2. Why is Phonemic Awareness Important?
   Brief overview of the research behind the curriculum
3. How can the lessons be implemented in a classroom?
   Defining the 10 -11 components included in the Phonemic Awareness curriculum
   a. Review of the scope & sequence for each skill over the 35 weeks of lessons
      i. Complete modeled lesson
      ii. 8 Phonemic Awareness skills: Rhyming, Onset Fluency, Blending, Segmenting, Isolating Final or Medial Sounds, Adding, Deleting, and Substituting Phonemes
         1. Hand motions modeled for some skills
      iii. 2-3 Early Literacy Components: Letter Naming, Language Awareness and Phoneme Grapheme Connection in Kindergarten and Primary
4. Brief suggestions for implementing Phonemic Awareness in an intervention setting.
5. Questions and Answers

Length of Session: 75 - 90 minutes
Capacity: up to 500 participants

805 Lake Street #293, Oak Park, IL 60301
Phone: 708- 366-5947 | Fax: 708-366-9149
Email: PD@heggerty.org
www.heggerty.org

Heggerty
805 Lake Street, #293
Oak Park, IL 60301
708-366-5947 (phone)
orders@heggerty.org
www.heggerty.org

Price Quote #265923

Bill To
Accounts Payable
Alum Rock Union School District
2930 Gay Ave
San Jose, CA 95127
dalyibe.pardo@arusd.org

Ship To
Accounts Payable
Cassell Elementary School
1300 Tallahassee Dr
San Jose, CA 95122

Date of Quote: March 1, 2023

Expiration Date: May 30, 2023

ISBN/SKU	Quantity	Product	Unit Price	Price
920050-1	1	Professional Development: Webinar (Heggerty) • **Trainer 1:** TBD • **Start Date & Time:** TBD • **End Date & Time:** TBD • **Topic:** Kinder/Primary 2022 • **Number of Attendees:** Up to 50	$850	$850

Subtotal:	$850
Tax:	$0
Total:	$850

Vendor Information
Literacy Resources, LLC
FEIN: 84-4218337
District Vendor #: N/A

Quote Terms:

1. This quote does not constitute an order. To place an order, click "accept" on this quote and complete payment, or submit an official district Purchase Order by email to orders@heggerty.org.
2. All contents of the Phonemic Awareness curricula and supplementary materials are fully copyright protected. The reproduction by any means, resale, and/or redistribution of this curriculum is strictly prohibited.
3. LRL is only required to collect sales tax for orders shipped within Illinois. Districts outside of Illinois that are not tax exempt must submit any required sales tax directly to their state.
4. The shipping charge on this quote is only valid if the order is shipping to one single location. If the order is being shipped to multiple locations, or if multiple Purchase Orders are submitted based on this quote, additional shipping fees will apply.
5. For orders shipping outside of the United States: Payment must be made in US funds. Shipping fee does not include customs duty and taxes. Customs duty and taxes must be paid by the recipient to UPS Brokerage prior to delivery.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: CURETON ELEMENTARY (School/Dept.) VENDOR NO. _____

Submitted by: _____

☑ **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: SOCIAL AND ENVIROMENTAL ENTREPRENEURS (SEE), INC.

Address: 23564 CALABASAS RD STE 201 City: CALABASAS State: CA Zip: 91302

Phone: (818) 225-9150 Email Address: amber@saveourplanet.org

SSN: N/A or Fed I.D. #: 95-4116679

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 26, 2023, and will diligently perform as required and complete performance by ~~April 26~~, 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").

Social and Emotional Entrepreneurs will provide a Math Festival at Cureton on April 26th. Services will include materials, support and training for all Cureton Elementary Families.

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:** $800.00 (describe rate agreement) ONE-TIME PAYMENT OF $800.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	010	1190	$800.00	

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.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Julia Robinson Mathematics Festival

23456 Calabasas Road, Suite 201
Calabasas, CA 91302
(408) 515-1908
jrmf.org

Description of Services - Cureton Elementary Math Festival

The Julia Robinson Mathematics Festival (JRMF), a project of Social and Environmental Entrepreneurs, will host a math festival for Cureton Elementary School on April 26, 2023 from 5 - 7 PM PT.

Cureton Elementary will provide a space with tables and chairs/benches and volunteers for the event. JRMF will provide all of the math activity supplies, lead a 1 hour volunteer training before the event, and set up and clean up for the event.

The timeline for the math festival is as follows:

- 2 - 4 PM PT - setup
- 4 - 5 PM PT - volunteer training
- 5 - 7 PM PT - math festival
- 7 - 8 PM PT - volunteer training

The cost for these services is $800 and is to be paid within 1 week after the event.

For additional information about JRMF services, please contact daniel.kline@jrmf.org.

Daniel Kline

Executive Director

Julia Robinson Mathematics Festival

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Ocala STEAM Academy (School/Dept.) VENDOR NO. 021069

Submitted by: _____

☑ **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: International Student Tours, Inc

Address: 2330 E. Bidwell City: Folsom State: CA Zip: 95630

Phone: (800) 448-4444 Email Address: _____

SSN: _____ or Fed I.D. #: 91-191-5695

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on 05/08, 2023, and will diligently perform as required and complete performance by 05/09, 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").

International School Tours will provide transportation, tours of selected colleges, hotel accomodations, all meals and hotel security for approximately 40 students and 3 teachers from the AVID program.

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:** $0.00 (describe rate agreement) 0.00

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
000	0000	0	0000	00	0000	0000	000000	000	0000	0.00	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

IST CAMPUS TOURS
PRESENTED BY ISTOURS

2/16/2023

To: Dina Lopez
Ocala STEAM Academy
2800 Ocala Ave.
San Jose, CA 95148
(408) 504-5579 | dina.lopez@arusd.org

From: Heidi Hanich
IST Campus Tours
2330 East Bidwell St., Ste 201, Folsom, CA 95630
(916) 850-1976 | www.istcampustours.com

IST Campus Tours Price Quote for College Tour - Southern California

Thank you for your interest in IST Campus Tours and allowing us the opportunity to provide you with this price quote. IST Campus Tours is a division of International Student Tours, Inc. ("ISTours"). We have been the industry leader in student travel since 1976, traveling over 500,000 students to destinations throughout the World. We are a fully licensed, bonded and insured travel company. As a tour operator, we're also a proud member of the Better Business Bureau, the National Tour Association, the American Society of Travel Agents, the International Air Transportation Association, the International Airline Travel Agents Network, and a registered seller of travel with the California Attorney General's Office. Additionally, for all school-sponsored motor coach tours, we use only SPAB certified buses in California.

We are also proud to participate in the California Restitution Fund, are covered by $5 million in professional liability insurance, $5 million in general liability insurance, and $5 million in errors and omissions insurance. All travel funds received by IST Campus Tours are protected in a trust account with Wells Fargo Bank, N.A. For a complete listing of all our credentials, affiliations, financial protections, and insurances, please call one of our customer service agents at (916) 850-1976 or toll free at (800) 448-4444. We also invite you to visit the BBB website as a reference.

Per your request, please find the detailed price quote we have developed for your custom tour. Or goal is to provide you with a cost-effective tour package without compromising the quality of the tour. We provide outstanding customer service, detailed travel itineraries, and take pride in providing a quality experience for our travelers.

We hope this price quote meets your approval. If you wish to proceed, please sign and return the price quote acceptance and terms pages. If you have any questions or concerns, please contact your representative.

Thank you again for your time and consideration. We look forward to working with you.

Sincerely,

Heidi Hanich
Regional Manager, IST Campus Tours
(650) 704-8620
Heidih@istours.com

IST CAMPUS TOURS
PRESENTED BY ISTOURS

IST CAMPUS TOURS ITINERARY
Ocala STEAM Academy
2800 Ocala Ave., San Jose, CA 95148

**Please note the itinerary is a tentative schedule and subject to change based on timing, pricing, and availability.*

Day 1 Itinerary – *Monday, May 8, 2023*

- 7:30 a.m. Depart for CSU Monterey Bay
- 9:30 a.m. **Campus Tour:** CSU Monterey Bay
- 11:00 a.m. Lunch at CSU Monterey Bay
- 12:00 p.m. Depart for Cal Poly SLO
- 3:00 p.m. **Campus Tour:** Cal Poly SLO
- 4:30 p.m. Depart for Hotel SLO
- 6:00 p.m. Dinner in San Luis Obispo
- 7:00 p.m. Overnight in San Luis Obispo

Day 2 Itinerary – *Tuesday, May 9, 2023*

- 7:00 a.m. Breakfast at Hotel
- 8:00 a.m. Depart for the Old Mission Santa Barbara
- 9:30 a.m. **Visit:** Old Santa Barbara Mission
- 10:30 a.m. Depart for UC Santa Barbara
- 11:00 a.m. Lunch at UC Santa Barbara
- 12:00 p.m. **Campus Tour:** UC Santa Barbara
- 1:30 p.m. Depart for Home
- 6:30 p.m. Arrive Home

Please initial: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☐ **MOU** (negotiated Agreement)
☐ 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: CBIZ Valuation Group, LLC (CVG)

Address: 2301 Dupont Drive, Suite 200 City: Irvine State: CA Zip: 92663

Phone: (858)795.2257 FX 262.677.2130 Email: tkolgen@cbiz.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates December 15, 2022 end date December 31, 2023

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

To provide a physical inspection and appraisal of builldings/structures on the attached addendum. During the inspections, Construction Occupancy Protection Exposure (COPE) data will be observed and collected; Digital photos will be taken of each structure inspected, etc...

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:** $NTE $62,670.00

Describe other related costs: _____

BUDGET CODE: 670 0000 0 5450 00 0000 6000 000000 600 9994 M.Nwk 4/4/2023
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

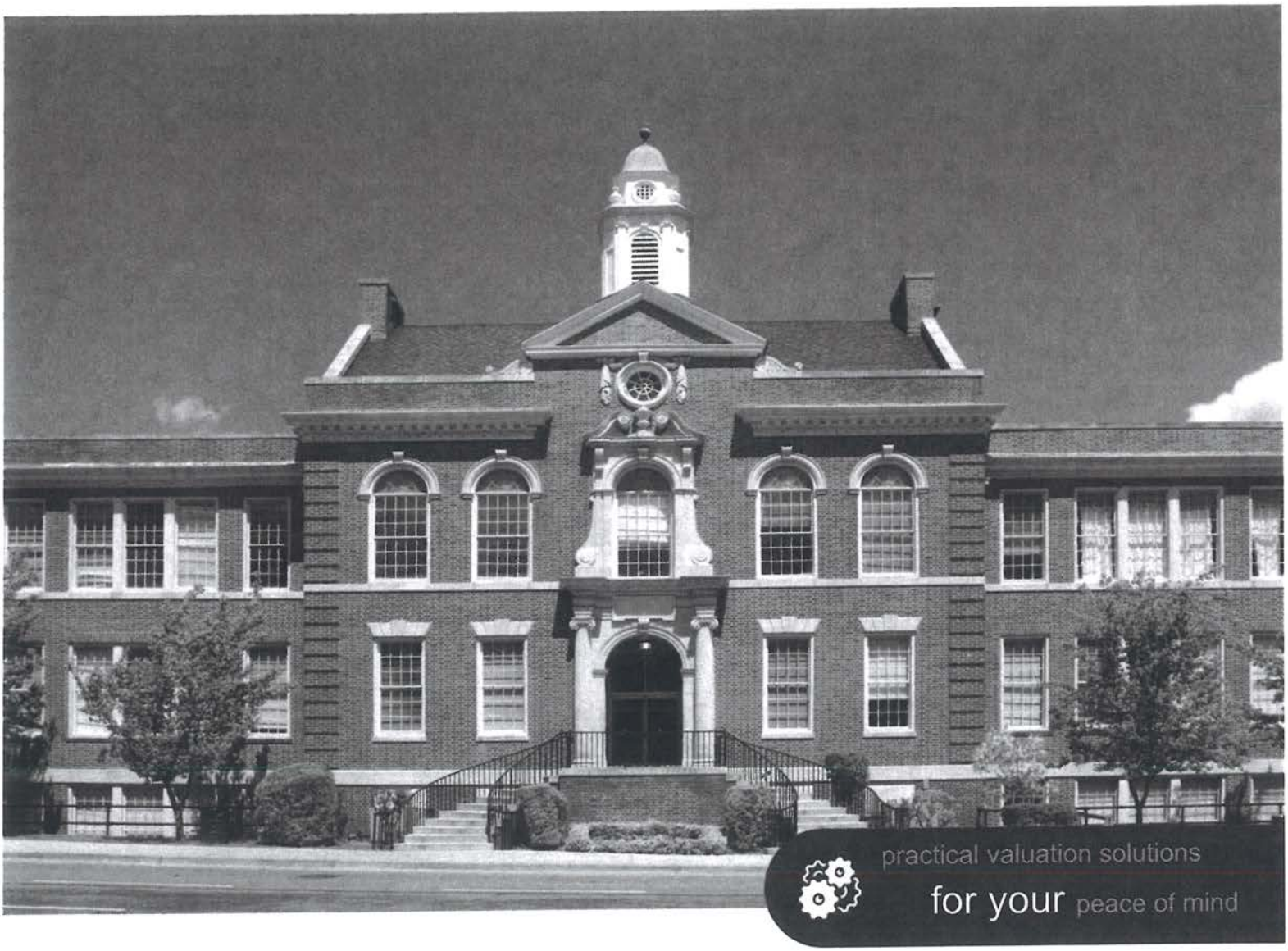
ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____
Director of Fiscal Services: _____ Date: 4/5/23
Asst. Supt., of Business Services: _____ Date: 4/4/23
Superintendent: _____ Date: _____

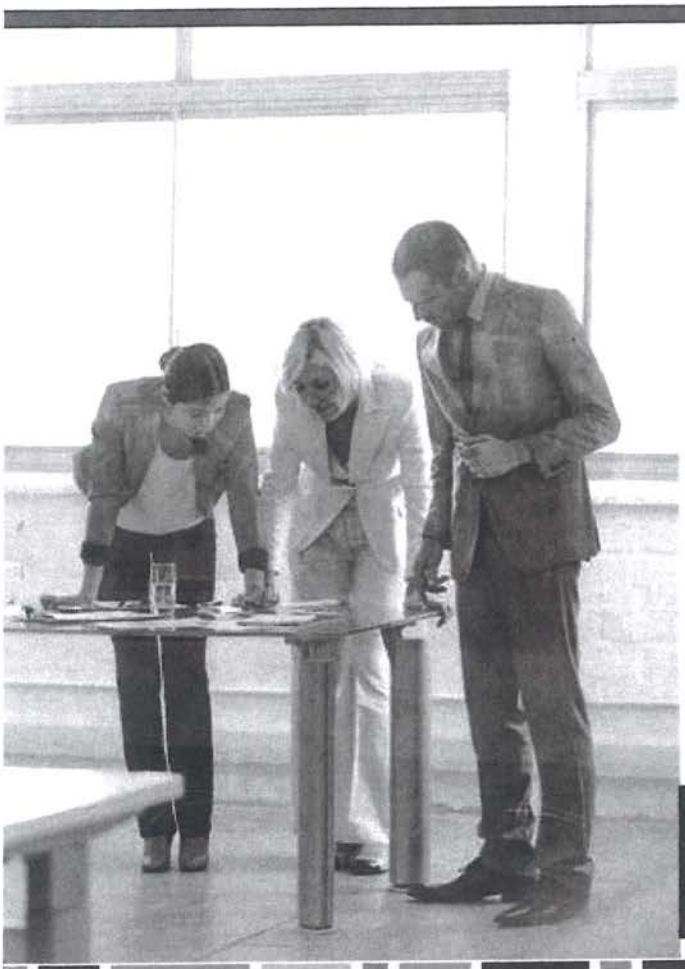
Proposal for Property Insurance Valuation Services to:

Alum Rock Union Elementary School District

November 15, 2022



CBIZ Valuation Group



About CBIZ Valuation Group

CBIZ Valuation Group, LLC is one of the largest full-service valuation firms in the United States.

Our Specialties

Property valuation services
Business & tangible asset valuations
Financial advisory
Litigation support services

Our Clients

Governmental
Health care
Utilities
Manufacturing facilities
Religious & non-profit
Risk sharing consortiums
Fortune 1000 companies

We specialize in designing and executing valuation programs to assist in addressing various insurance reporting requirements.

CBIZ Valuation Group, LLC is a wholly owned subsidiary of CBIZ, Inc. (NYSE:CBZ)

CBIZ, Inc.

A $1 billion+, publicly traded company delivering top-level financial and employee business services to organizations of all sizes, as well as individual clients.

Provides national caliber expertise combined with highly personalized service delivered at the local level.



More than 100 offices and 6,000 associates in major metropolitan areas and suburban cities throughout the U.S.

CBIZ Valuation Group, LLC
2301 Dupont Drive, Suite 200
Irvine, CA 92663 • www.cbiz.com/valuation
Ph: 858.795.2257 • F: 262.677.2130

Proposal for Services

November 15, 2022

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

Re: Insurance Valuation Services – Alum Rock Union Elementary School District

Dear Sir or Madam:

At the suggestion of Mr. Billy Deeb with Aon Risk Insurance Services West, Inc., CBIZ Valuation Group, LLC (CVG) is pleased to submit our proposal to provide professional data collection and property valuation services for Alum Rock Union Elementary School District ("District"). Our proposal has been prepared based on our understanding of your needs and our experience in assisting similar entities for similar purposes.

CVG is one of the largest valuation firms in the United States. We excel as a premier full-service consulting advisory firms specializing in property valuation services for ***school districts and other public entities***. We have been providing insurance valuation and data collection services to a diverse group of clients for over 20 years. CVG employs over 100 full-time appraisers, consultants and support staff located throughout the United States in 11 cities with various professional designations, including American Society of Appraisers (ASA) and the Appraisal Institute (MAI) designations. These professional designations are obtained only after having completed numerous valuation studies for an extended period of time and meeting ongoing professional and ethical requirements. Our professionals participate in ongoing peer training and review programs, in addition to attending technical training meetings to review and reinforce core competencies.

CVG is part of the CBIZ, Inc. (NYSE:CBZ) family of companies. We possess the financial and technical resources of CBIZ, Inc. CBIZ and its subsidiaries service over 90,000 clients providing diverse business and financial consulting services through over 100 offices and 6,000 associates generating in excess of over one billion dollars of revenue in fiscal year 2021. We deliver these solutions through a unique combination of locally-based, trusted advisors backed by a national team of specialized experts.

Purpose of Engagement

It is our understanding that this analysis will be used by Management of the District to address certain property insurance valuation and underwriting data collection reporting requirements for **Replacement Cost New**. The effective date of the valuation will be the last day of our on-site inspection.

Scope & Methodology

The scope of the proposed consulting services is limited to the following tangible assets outlined in this proposal.

- **Buildings & Structures:** CVG will complete a physical inspection and valuation of buildings and structures identified on the attached property addendum. During the inspections, Construction Occupancy Protection Exposure (COPE) data will be observed and collected. Square footage will be calculated using a combination of physically measuring, conducting take-offs of blueprints or information made available by the District. Digital photos will be taken of each structure inspected and incorporated into our reports and work files. If authorized on the fee page, CVG will also inspect and value any buildings and structures

meeting the inspection criteria that have a permanent foundation and a roof and are not currently individually listed on the attached property addendum. For each structure inspected, CVG will collect specific data elements to include the following, as applicable:

- Building name
- Address
- Latitude/longitude
- Digital photos
- Building construction class (ISO)
- Gross square footage
- Basement square footage
- Number of stories
- Occupancy
- Year built
- Roofing materials
- Roof geometry
- Roof pitch
- Roof frame type
- Exterior wall finish
- Building services
- Elevators
- Automatic fire alarms
- Manual fire alarms
- Sprinkler fire protection
- Security alarms
- Additions/renovations
- Upgrade Years: plumbing, roofing, electrical

- **Contents – Modeling Approach:** CVG will apply contents valuation models based on building occupancy. CVG will also perform a limited walk-through of each facility to assist in adjusting our models, as applicable. We will summarize contents values on a building-by-building basis.

Tangible assets not identified above will be excluded from the engagement.

Client Participation

We understand that your time is valuable and you are relying on our experience to complete this engagement in a timely and efficient manner with minimal disruption to your daily operations. To facilitate this, prior to the start of fieldwork we will schedule a call with the designated engagement contact for your organization to discuss the following:

- Safety protocols & requirements
- Obtaining access to each building
- Applicable security access badges and/or documents needed to access facilities
- Scheduling protocol
- Access to plans, drawings, blueprints, and other records

Schedule

Upon receipt of an executed agreement by December 2, 2022, we will work with the District to determine a mutually agreed-upon start date for commencement of the fieldwork portion of this engagement in Q2 of 2023. This engagement will require cooperation, continued access, and timely receipt of requested information from District. Delays in obtaining requested information or access to facilities may impact the completion of the engagement. Our reports will be available in approximately 45-60 days from the completion of the engagement fieldwork.

Standards of Value

Replacement Cost New, as applicable to insurance valuations, is the cost required to produce a property of like kind and materials at one time in accordance with current market prices for materials, labor and manufactured equipment, contractors overhead, profit and fees, but without provisions for overtime or bonuses for labor and premiums for materials. We will not take into consideration compliance with state or local ordinances or costs associated with demolition of property or the removal of debris. Partial losses may result in higher replacement costs as partial losses often require a substantial amount of repair in conjunction with the replacement process.

After gathering the applicable building data, we will rely on the direct cost approach to estimate the insurable value of the buildings. Our valuation will utilize a variety of sources that include the use of proprietary and third-party software, proprietary databases, engineering manuals, technical pricing subscriptions, discussions with contractors and various publications. These include the Marshall & Swift/Boeckh, Design Cost Data, Engineering News Reports, and R.S. Means. As needed, we also consult with local and regional architectural and engineering firms. This process allows CVG to make regional adjustments to costs that may not be readily available through national publications and estimating systems.

Deliverables

Reports will be provided in an electronic (.PDF) format and delivered via e-mail to the District representative as designated on the authorization page of this proposal. Final reports will include the following and will be expressly subject to the Terms and Conditions found within this proposal:

- **Transmittal Letter** summarizing the scope, methodology and valuation conclusions
- **Valuation Comparison Report** comparing District's reported values with CVG appraised values
- **Building Summary Report** showing all inspected structures by location
- **Building Detail Report** highlighting all data collected with digital photo of each structure inspected
- **Standard Master Data File** (Excel file) containing the information collected for all inspected buildings and structures

ENGAGEMENT FEES & CLIENT ACCEPTANCE

Our estimated fees, including expenses to provide for professional data collection and valuation services, are listed below. Our fee estimates are based on the property schedule and square footage found in Appendix B, as reported by District.

Services

Please initial the services to be included in the contract.

Fees for Individual Services	Fee	Initials
Valuations of buildings/structures identified on the attached property addendum and contents-modeling.	$135 per building	
Fee for additional buildings/structures inspected and valued that are not listed on the attached property addendum	$135 per building	

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal. As a publicly traded company, CVG retains client records and work files for a period of seven (7) years.

If conditions beyond our control are encountered, or if the scope of the engagement is expanded beyond its original requirements such that we will require additional time and fees not presently estimated in our work plan, we will notify you before proceeding to arrange a mutually-acceptable revision in our fees. If a decision is made by you to discontinue work on an engagement, our fees will be based upon the actual consultant hours and expenses incurred as of that date. Our fees include a standard allotment of 120 minutes of phone support for the District. Any subsequent meetings/conversations or other service requests, including activities and expenses outside the scope of our technical proposal, will be billed separately at our standard hourly rates and in accordance with CVG's standard expense practices. Services requested after the issuance of our reports, such as meetings, planning, testimony and other services will be billed separately at our normal hourly rates and in accordance with our normal expense practices. Fees for valuation report updates will be based upon our standard hourly rates plus expenses incurred.

We will progress bill up to 80% of the fee as work is completed; 20% will be withheld until final reports are delivered. Our invoices are payable within 30 days of presentation. Invoices not paid within 45 days shall be considered delinquent. Delinquent invoices shall be subject to a late charge equal to the lesser of one and one half percent (1.5%) per month, or the maximum amount allowed by state law. Disputes pertaining to billing matters must be put in writing within 20 days upon the receipt of the invoice. CBIZ Valuation Group, LLC reserves the right to suspend or terminate this engagement for the District's failure to make timely payment. Should any invoice remain unpaid beyond 60 days, professional activity will cease until payment is received.

We appreciate the opportunity to submit our proposal and look forward to working with you on this important engagement.

Respectfully submitted,

CBIZ VALUATION GROUP, LLC

Timothy Kolgen
Business Development Manager
Phone: 858.795.2257
Email: tkolgen@cbiz.com

Please be sure to:

1. Initial all desired services listed in the fee table(s) above
2. Sign, date, and specify report recipient name and email address below
3. Return signed engagement:

   Email to: kjaeger@cbiz.com

   Or mail to:
   CBIZ Valuation Group, LLC
   Attn: Kathy Jaeger
   W227 N16867 Tillie Lake Court, Suite 201
   Jackson, WI 53037

Client Acceptance

I have read the terms of this agreement and hereby authorize this assignment

ACCEPTED this _____ day of _____, 2022

Date

Alum Rock Union Elementary School District

Client

Dr. Hilaria Bauer — Superintendent

By: Signature — Printed Name — Title

Final reports will be emailed to authorizer or other District designee at the email address provided here:

Report Recipient Email Address — Report Recipient Name (if different from authorizer above)

The fees for the professional services outlined within this agreement shall remain in effect for a period not greater than 90 days from the date of this proposal.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Board Ready Memo (contracts under $100K)

To: Hilaria Bauer, Ph.D., Superintendent

From: Denisse Mendez, Director of Child Nutrition Services

Re: Shared Plate Strategies

Date: 3/21/23

Description of services being provided:

This project aims to assist Alum Rock Child Nutrition Services in soliciting food procurement bids and enhancing their understanding and protocols for procuring to meet programmatic goals. The project will be carried out virtually unless in-person meetings are necessary, and the budget includes all direct and indirect costs at a rate of $125 per hour. The project consists of two objectives: developing formal bid solicitations and providing technical assistance and resources to enhance understanding, systems, and protocols. The project will be led by Ben Thomas, who has extensive experience in institutional procurement, including successful bid solicitation processes and farm to school implementation.

Recommendation:

Staff recommends the Board of Trustees approve the contract with Shared Plate Strategies for RFP/IFB contract support for the 2023-2024 school year. Total cost of this contract from April-June, 2023 will not exceed $9,500.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____ PURCHASING MAR 30 2023 PM1:03

FROM: Child Nutrition Services (School/Dept.)

VENDOR NO. _____

Submitted by: Denisse Mendez, Director of Child Nutrition Services

☑ **Independent Contract** ☐ Master Contract ☐ **MOU**

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: Shared Plate Strategies LLC

Address: 2108 N. St., Ste N. City: Sacramento State: CA Zip: 93401

Phone: 518-265-2022 Email Address: ben@sharedplatestrategies.com

SSN: _____ or Fed I.D. #: 88-3470327

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 14, 2023, and will diligently perform as required and complete performance by ~~September~~, 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").

This project aims to assist Alum Rock Child Nutrition Services in soliciting food procurement bids and enhancing their understanding and protocols for procuring to meet programmatic goals. The project will be carried out virtually unless in-person meetings are necessary, and the budget includes all direct and indirect costs at a rate of $125 per hour.

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:** $ $125 per hour per hour/day of service as may be requested by ARUESD, not to exceed a maximum of 75 hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
130	5310	0	5815	00	0000	3700	000000	480	3700	$9500.00	3/29/23

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

SHARED PLATE
STRATEGIES

Alum Rock Child Nutrition Services
Farm to School & Procurement Support Scope of Work
Shared Plate Strategies
Produced for Denisse Mendez and Katrina Zhang

March 13, 2023

Project Goals, Objectives, Activities and Timeline

The overall goal of this project is to support Alum Rock Child Nutrition Services to successfully solicit food procurement bids and enhance understanding, systems and protocols for procuring to meet Department farm to school, scratch cooking and other programmatic goals. (April-September 2023, estimated 89 hours)

All activities will be carried out virtually via Zoom unless the District and Shared Plate Strategies mutually agree that in-person meetings are necessary, in which case Shared Plate Strategies will cover costs up to an agreed upon budget with written approval by both parties.

Objective 1: Develop formal bid solicitations from writing to award for Commercial (Grocery), Beef, Fresh Produce, Dairy and Paper/Supplies. (April-June, 2023, estimated 75 hours)

Activities include:

- Reviewing District's existing food bid solicitations and velocity reports for the past year (10 hours)
- Assessing and making recommendations for updates, present strategy and adjust with Client feedback (3 hours)
- Develop bid solicitations, including item lists (20 hours)
- Review and revise with Client (5 hours)

- Assist Department in developing solicitation phases and schedule, from release to scoring (2 hours)
- Support promotion of released bid solicitations to potential vendors (5 hours)
- Support review and response to questions from vendors, one meeting for each bid to receive additional questions, and any amendments (10 hours)
- Assist Department in scoring and awarding bids (20 hours)

Objective 2: Provide technical assistance and resources to enhance understanding, systems and protocols to meet Department Farm to School, scratch cooking and other programmatic goals. (July-September, 2023, estimated 14 hours)

Activities include:

- Training Department procurement leads on nuances of micro, informal and formal purchases and recent updates by USDA (3 hours)
- Support review and update of Department Code of Conduct and Procurement Procedures (3 hours)
- Support development of procurement tracking systems (3 hours)
- Advise on seasonal and local procurement (5 hours)

Budget

The following budget includes all anticipated direct and indirect costs of delivering the project, including labor, overhead, travel, supplies, etc., at a rate of $125 per hour.

For the roles described above, we anticipate the following breakdown of hours to be led by Ben Thomas:

Objective 1 - April-June, 2023 – 25 hours/month = 75 hours

Objective 2 - July-September, 2023 – 4.7 hours/month = 14 hours

Total estimate = 89 hours at $125 = $11,125

Qualifications

Shared Plate Strategies LLC was formed in 2022 by Ben Thomas, one of California's foremost experts on local procurement and scratch cooking implementation in schools. Shared Plate Strategies evolved from the increasing need from school child nutrition departments for technical assistance to advance their farm to school visions while navigating complex procurement regulations, production processes, and sourcing and logistics pathways. Ben will serve as the lead technical assistance provider and manager for this project. Through Shared Plate Strategies LLC, Ben provides school districts with a robust set of services ranging from planning and facilitation to staff engagement, menu development, supplier onboarding, and development of procurement and tracking systems within state and federal guidelines. All services are customized to the specific needs of each District's Nutrition Services program.

Ben has been working in institutional procurement for 13 years, most recently overseeing the statewide Farm to Cafeteria Program at the Community Alliance with Family Farmers (CAFF) from 2015-2022. During his tenure, the Farm to Cafeteria program at CAFF directly supported more than 200 school districts in California to procure from local farms. Ben has extensive experience in developing and implementing successful bid solicitation processes, having worked with more than 40 districts on more than 60 bid solicitations since 2014. Ben led development of the Bid Generator software to automate the creation of formal bid solicitations for school districts at CAFF that is still in use. He served on the CDFA Statewide Farm to School Subcommittee and was the Sustainable Food Manager for UC Davis prior to CAFF. Ben holds a Bachelors Degree in Economics with Honors from Siena College in Albany, New York.

Shared Plate Strategies Contact Information

Ben Thomas

ben@sharedplatestrategies.com

805-316-0761

SHARED PLATE
STRATEGIES

ALUM ROCK CHILD NUTRITION SERVICES
FARM TO SCHOOL & PROCUREMENT SUPPORT
SCOPE OF WORK
SHARED PLATE STRATEGIES
PRODUCED FOR DENISSE MENDEZ AND KATRINA ZHANG

March 13, 2023

List of References:

Amy Glodde
Director of Nutrition Services, Oakland Unified
amy.glodde@ousd.org
415-305-1863

Fran Debost
Director of Child Nutrition Services
San Mateo Foster City School District (formerly South San Francisco unified)
fdebost@smfc.k12.ca.us>
650-312-7201

Karen Luna
Director, Nutrition Services
Santa Clara Unified School District
kluna@scusd.net
(408)423-2078 phone

Nicole Meschi, S.N.S. Director, Student Nutrition Services
Cupertino Union School District
408-252-3000 ext. 61301
meschi_nicole@cusdk8.org

Barbara Jellison
Director of Food Services
Food Services Department
West Contra Costa Unified School District
bjellison@wccusd.net
510-307-4580 ext.74581

Vince Caguin
Executive Director of Nutrition Services & Warehousing
Natomas Unified School District
Office 916 567-5472

Alexandra Emmott
Senior Culinary Manager
Student Nutrition Services
emmotta@sfusd.edu
C (617) 872-3479

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Early Learning (School/Dept.)

VENDOR NO. 017283

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

Name of Individual/Company: Catholic Charities of Santa Clara County (CCSCC)

Address: 2625 Zanker Road City: San Jose State: CA Zip: 95134

Phone: (408) 468-0100 Email Address: ksustaita@catholiccharitiesscc.org

SSN: _____ or Fed I.D. #: 94-2762269

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 1, 2023 end date August 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:

Catholic Charities of Santa Clara County will provide a Bridge to Kinder (B2K) in-person program in the summer of 2023 at Adelante II and Ryan. This is a free 5-week half-day summer program designed for parents and students entering T4,TK, Kinder and First grade in the 2023/24 school year.

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

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

X b. **Other:** $_____ (describe rate agreement) zero cost to ARUESD.

Catholic Charities of Santa Clara County to cover program cost.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-2600	-0-5815-00-1110-	1110-1000-020110-	360-3792	Zero Cost	ELOP	

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

Catholic Charities
of Santa Clara County

CHIEF EXECUTIVE OFFICER
Gregory R. Kepferle

CHAIRMAN
Most Reverend Bishop
Oscar Cantú

BOARD OF DIRECTORS
President
Paul Sanchirico

Vice President
William Sullivan

Secretary
James Otieno

Brian Baer
Paul Baker
Susan Bishop
Wendy Brennan
Jerry Buday
Hyoung Chon
Bill Evans
Jesus Flores
Laura Garcia
Fran Harvey
Jim Koch
Michelle Vonderhaar
Patrick Waite

Ex Officio
Most Reverend Bishop Oscar Cantú
Fr. Hao Dinh
Deacon Eric Simontis
Gregory R. Kepferle

March 1, 2023

Alum Rock Union Elementary School District
Dr. Hilaria Bauer
Superintendent

To Whom it May Concern:

Description of service:

Catholic Charities of Santa Clara County (CCSCC) and Alum Rock Union Elementary School District (ARUESD) are establishing an agreement to collaborate in the implementation of Summer Bridge to Kindergarten (B2K) Programs summer of 2023. The goal of the B2K program:

1. Improve the school readiness and academic achievement of 80 children, eligible ages T4-TK-K- 1st grade entering school year fall 2023-2024
2. Engage and build relationships with families and strengthen parent engagement over time
3. Compare assessment data between B2K students and control cohort for the Kindergarten year and up to 3rd grade.

The B2K Program is to be a free 5-week, half-day summer program designed especially for parents and students who will be entering T4/TK, kindergarten and First grade in the 2023/2024 school year B2K program will prepare up to **80 children** for a successful start to the kindergarten year by teaching important skills needed to transition to school and beyond. A key component is parent engagement.

CCSCC will support B2K by providing parent workshops and developmental screenings. The workshops will be available either onsite and/or virtually during the summer session.

Catholic Charities
of Santa Clara County

CHIEF EXECUTIVE OFFICER
Gregory R. Kepferle

CHAIRMAN
Most Reverend Bishop
Oscar Cantú

BOARD OF DIRECTORS
President
Paul Sanchirico

Vice President
William Sullivan

Secretary
James Otieno

Brian Baer
Paul Baker
Susan Bishop
Wendy Brennan
Jerry Buday
Hyoung Chon
Bill Evans
Jesus Flores
Laura Garcia
Fran Harvey
Jim Koch
Michelle Vonderhaar
Patrick Waite

Ex Officio
Most Reverend Bishop Oscar Cantú
Fr. Hao Dinh
Deacon Eric Simontis
Gregory R. Kepferle

Program Dates:

Tuesday, June 20, 2023 through Friday, July 21, 2023 (no classes on July 3rd and 4th, 2023) at **Adelante II and Ryan.**

Program Cost covered by CCSCC:

$60,890

Contract terms and conditions to be detailed in a Memorandum of Understanding between CCSCC and ARUESD.

Dr. Hilaria Bauer, Superintendent — Date
ARUESD

Lisa Christian — 03/13/2023

Lisa Christian, Chief Programs & Strategy Officer — Date
CCSCC

Memorandum of Understanding (MOU) Between
ARUESD and Catholic Charities of Santa Clara County

This Memorandum of Understanding (MOU) is entered by and between Alum Rock Union Elementary School District (ARUESD) and Catholic Charities of Santa Clara County (CCSCC).

Introduction

The purpose of this MOU is to establish agreement regarding our collaboration on the implementation of Summer Bridge to Kindergarten (B2K) Programs within ARUESD in summer of 2023.

This MOU would specifically relate to implementation and design of a B2K Program in the Summer of 2023 at Adelante II and Ryan.

The partnership recognizes the crucial importance of early learning to prepare students, engage families, and build teacher/family/student relationships focusing on the success of our community's students. Kindergarten readiness is a predictor of 3rd grade proficiency and later academic performance and life opportunities. Early learning success is crucial with the supports of family and community engagement in a holistic approach.

The B2K Program is to be a free 5-week, half-day summer program designed especially for parents and students who will be entering T4/TK, kindergarten and First grade in the 2023/2024 school year. B2K program will prepare up to **80 children** for a successful start to the kindergarten year by teaching important skills needed to transition to school and beyond. A key component is parent engagement. CCSCC will support this implementation by providing parent workshop and developmental screenings. Parents attend onsite and/or virtual workshop
during the summer session.

Program Dates

Tuesday, June 20, 2023 through Friday, July 21, 2023 (no classes on July 3rd and 4th, 2023)

Key Program Features and Goals of B2K

- Student instruction covering self-regulation, social expression, self-care/motor skills and academics
- Teachers create early relationships with students and families and understand learning and other needs
- Programs are located on school campuses and virtual settings; helps children and parents get comfortable with surroundings and/or in virtual settings
- Parent workshops build literacy and social-emotional skills to better support their students in the home. These workshops will be provided onsite and/or virtually. Workshops will be offered in the morning and evening to facilitate the involvement of working parents. Workshops will be provided in English and/or Spanish depending on parent needs
- Community engagement opportunities that will support BTK families to participate and advocacy for and within ARUESD.

Goals of this effort

1) Improve the school readiness and academic achievement of 80 children, eligible ages T4-TK-K- 1st grade entering school year fall 2023-2024
2) Engage and build relationships with families and strengthen parent engagement over time
3) Compare assessment data between B2K students and control cohort for the Kindergarten year and up to 3rd grade.

I. MOU Term

This agreement shall become effective June 1st, 2023 and continue through August 1st, 2023 unless terminated pursuant to the termination provisions of this agreement described in Section V.

II. Funding Availability

ARUESD Funding for the school site supervisors, teachers and janitors will be provided by ARUESD at the following schools: Adelante II and Ryan.

CCSCC funding for the services outlined in this MOU are fully supported by a combination of funding from CCSCC. Corresponding program budget Exhibit B.

III. Scope of Responsibilities

ARUESD and CCSCC agree on the following:

1. **ARUESD responsibilities:**
   a. Program Outreach: ARUESD Community liaisons will execute an outreach and recruitment strategy co-developed by ARUESD and CCSCC Mayfair.
   b. Provide up to 4 classrooms per site per cohort of students. Classrooms provided for student instruction, parent education workshops and childcare (upon district approval of in-person programming).
   c. Hire B2K teachers, selects curriculum, conducts training of B2K teachers, develops B2K assessment, recruits B2K students and parents, oversees student instruction, provides janitorial service during program.
   d. Provide staff support for the program (Principal, teachers, curriculum and instruction coordination, janitorial service).
   e. ARUESD teachers will track student attendance and student achievement.
   f. Provides student data over Kindergarten year and during later school years, evaluates and reviews B2K efficacy with partners, plans and implements parent visit to college campus during upcoming academic year.
   g. Provide breakfast and lunch to all participating children in the B2K program, including children participating in childcare activities.
   h. Work with CCSCC Director of Programs to problem-solve programmatic concerns in timely fashion.
   i. Help coordinate program-closing ceremony with CCSCC Director of Programs and B2K partners.
   j. Share student data and evaluation reports with CCSCC

2. **CCSCC responsibilities:**
   a. Provide project management of parent workshops. Workshop schedule to be determined with ARUESD and partners at a later time.
   b. Provide family supports to Adelante I and Dorsa school sites
   c. Recruit and provide training and oversite of facilitators for parent workshops
   d. Ensure clearances are completed by the facilitators and TB and LiveScan testing as per ARUESD policy
   e. Adhere to all ARUESD policies while on ARUESD school sites.
   f. Work with ARUESD Director of Early Learning to problem-solve programmatic concerns in timely fashion.
   g. Arrange for and manage enrichment program activities (if needed) at two school sites (mentioned in 2.b) for duration of program
   h. Help coordinate program-closing ceremony with Principals and teachers and B2K partners.

i. Work with B2K partners to identify and take receipt of student ASQ/SE (Ages and Stages) and family data, etc. for program evaluation purposes.
j. Facilitate the reporting of evaluation data, lessons learned, and expansion considerations to all stakeholders

Any changes in the above agreements must be made by consensus by ARUESD and CCSCC. Both parties must authorize all changes or amendments to this MOU in writing.

IV. Confidentiality of Data

All student and family data and assessment data will be treated as confidential and shall be protected from unauthorized use. Data will be used for analysis and evaluation of program efficacy and no identification or personal information will be noted.

V. Termination

Termination of this agreement may be made by any party, at any time, with at least 30 days notice.

Authorized Signatures:

Dr. Hilaria Bauer, Superintendent — Date
ARUESD

Lisa Christin — 03/13/2023
Lisa Christin, Chief Programs & Strategy Office — Date
CCSCC

Budget

Grantee/Vendor **Catholic Charities of Santa Clara County**

Program Name **Bridge to Kinder 2023**

Contract Number

Fiscal Yr **Summer 2023**

Line Item	Bridge to Kinder Summer 2023	Narrative
I. Personnel		
(1) Program Manager	$ 7,000	**Program Manager** (Hubbard,Cureton) Program Role/Responsibility: Manage supervisors, contract, budget, quality, and compliance.
(2) Program Supervisors 2 FTE	$ 12,806	**Program Supervisor: Cureton FRC & Hubbard FRC** Program Role/Responsibility: Manage FRC/Supervision of CW and volunteers/Implement services & Family/Parent workshops costs
(3) Community Workers 4 FTE	$ 23,710	**Cureton FRC Community Worker: Liliana Mireles & Erica Rico/ Hubbard FRC Community Worker: Beatriz Cano** Program Role/Responsibility: Outreach and delivery of BK program (ASQs and program facilitation)
(4) Payroll Taxes and Benefits	$ 10,374	Calculated at 32.85% of total salaries for full time employees.9.75% for part time employees.
Total Personnel	**$ 53,890**	
II. Other Expenses		
(5) Facilities		Awards Database $63 per month. IT Network and communications$180 per month. Cell phone reimbursement for FTE @ $40 per month. Insurance $98.04 per month. Total - $17,147, budget amount up to $16,660)
(15) FRC Program Supplies	$ 5,000.00	Program Supplies (paper, pens glue etc.) Digital ASQ material & Family/Parent workshops cos
(6) Admin Program Supplies	$ 2,000	General administrative office supplies
(7) Administrative Overhead		Overhead rate at 10%, funded by Santa Clara County Probation Department. Supporting costs for program related expenses, administrative oversight and support functions, Includes fiscal, audit, HR, program oversight and general administrative support.
Total Other Expenses	**$ 7,000**	
Total Grant Expenses	**$ 60,890**	
Grand Total	**$ 60,890**	

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Early Learning (School/Dept.)

VENDOR NO. 300425

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

Name of Individual/Company: Kristi Yamaguchi's Always Dream

Address: 125 Railroad Ave, Ste. 203 City: Danville State: CA Zip: 94526

Phone: (650) 644-9156 Email Address: aarika@alwaysdream.org

SSN: _____ or Fed I.D. #: 94-3255817

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date July 1, 2023 end date June 30, 2024

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

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

Always Dream Always Reading program goal is to increase caregiver knowledge of family reading and increase family engagement with digital books. Services to be provided to: LUCHA (1)Kinder, (1)TK;LINDA VISTA (2)K,(2) TK/Kinder,(1) SDC TK/Kinder;Ryan (1)T4,(2)TK,(2)Kinder,(1)SDC Kinder;Hubbard (1)T4/TK,(2) Kinder classrooms.

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

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

X b. **Other:** $34,200 (describe rate agreement) ARUSD FY 2024 Contribution (25%)

LUCHA-$5,400; LINDA VISTA-$13,200; Ryan-$7,800; Hubbard-$7,800

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
120-6053	-0-5815-00-0001-	1000-000050	-065-7394	$34,200	UPK	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Kristi Yamaguchi's
ALWAYS DREAM
Celebrating 25 Years

Memorandum of Understanding Between
Always Dream and
Alum Rock Union Elementary School District

The purpose of this Memorandum of Understanding ("MOU") is to define the terms of programs and services provided by Kristi Yamaguchi's Always Dream ("AD") to Alum Rock Union Elementary School District ("ARUESD") in San Jose, CA from July 1, 2023,, through June 30, 2024. AD will provide their Always Reading™ program, which entails the use of technology resources, digital and traditional books, and family engagement strategies for the home environment.

I. Background

Mission: Kristi Yamaguchi's Always Dream ensures children from low-income families have access to high quality books in the home environment and extensive family engagement support.

Our ultimate impact is for children to have increased access to high quality books and shared reading practices to foster their literacy development, reading proficiency, and success in and out of school.

The goal of AD's Always Reading™ program is to increase caregiver knowledge of family reading and increase family engagement with books. We do this by providing access to quality eBooks and technology for families to read together in the home environment. The program includes providing families with education in book sharing strategies paired with training in technology for mobile devices. The program will launch in July 2023 and conclude in May 2024. AD will implement a program evaluation process to gather data and other information during the program that will inform any adjustments that need to be made for future implementations. The 2023-2024 program launch will consist of the following classrooms from ARUESD:

A. Learning In An Urban Community With High Achievement ("LUCHA") - (1) one Kindergarten; (1) Transitional Kindergarten
B. Linda Vista Elementary School - (2) two Kindergarten; (2) two Transitional Kindergarten/Kindergarten; 1 SDC TK/K
C. Ryan STEAM Academy - (1) one T4; (2) two Transitional Kindergarten; (2) two Kindergarten; (1) one SDC Kindergarten
D. Hubbard Media Arts Academy - (1) T4/TK; (2) two Kindergarten

II. Always Reading™ Program Components

A. High quality books via a digital library and hard copy books
B. Parent education and support
C. Technology through hardware, software and internet access for the digital library

III. Always Reading™ Program Outcomes

A. Increase parent knowledge of family reading
   1. Parents/caregivers have an increased understanding of the power of family reading
   2. Parents/caregivers have an increased knowledge of read aloud strategies
   3. Parents/caregivers see themselves as critical components in establishing child's reading routines

B. Increase family engagement with books
   1. Parents/caregivers find it easier to engage with their child in reading time
   2. Families spend more time reading aloud
   3. Children show greater interest in reading

IV. Responsibilities of Both Parties

A. AD agrees to provide:

1. A digital tablet with Wi-Fi capabilities for each kindergarten and transitional kindergarten student that agrees to "opt-in" to the Always Reading™ program to use during the course of the program; Those families without Wi-Fi access at home will be provided with a data-enabled device;

2. In the event of breakage, loss, or theft of the device, AD will be responsible for providing another device to the family to use for the program;

3. Access to an online digital library on the digital tablet for each TK and kindergarten student that agrees to "opt-in" to the Always Reading™ program; Access will be provided to the student until July 31, 2024;

4. High-quality, age-appropriate books in English and Spanish within the digital library platform; 6-8 hardcopy books will be gifted to each student for their home library;

5. Education/information for families on using/caring for the device, book-sharing and other early literacy strategies;

6. Provide Spanish-speaking translation for virtual Parent Kick-off Orientation and virtual Mid-Program Parent Ed Session; provide translation services for the year-end celebration if it is a virtual event;

7. Ongoing support for families through phone, email, text or in-person check-ins;

8. Teachers and Principals with student/family data around engagement in the program (e.g., # books read, minutes read, other);

9. Feedback to teachers and staff about any site-specific implementation issues that arise for a timely resolution;

10. Expense reimbursement for office supplies or food purchased for the parent/caregiver education sessions;

11. A $500 stipend to a specified program "lead" (to be identified by the school);

B. ARUESD and participating school(s) agrees to:

1. "Back To School Night" – set aside 5-10 minutes for the Book Coach or classroom teacher to provide an overview of the Always Reading program;

2. Designate a program "lead" at the school to be the primary contact for the AD Book Coach and facilitate tasks in support of the program (as outlined in this section);

3. The identified lead and classroom teachers participate in an orientation call prior to program launch;

4. Facilitate the distribution and collection of "opt-in" paperwork from families;

5. Request parents/caregivers attend the following events:
   - Virtual Parent Kick-off Orientation (late Sept./early Oct. 2023)
   - Virtual Mid-program Parent Ed Session (late Jan./early Feb. 2024)
   - Virtual or In-person Year-end Celebration at the school (late April/early May 2024)

6. Provide space on campus for the in-person Year-end Celebration at the school (late April/early May 2024, if applicable);

7. Provide Spanish-speaking translation for the in-person Year-end Celebration at the school (late April/early May 2024);

8. Provide AD Book Coach support to follow-up with Spanish-speaking families, as needed, via a parent liaison or other member of the school community;

9. Classroom teachers to support the program implementation process by:
   - Being present at each of the 3 meetings above (at their own school).
   - Champion this program with parents and/or caregivers; encourage families to read at home with students using the program.
   - Work with AD staff when issues arise to resolve them quickly and seamlessly.
   - Be available to participate in 1-2 meetings with the AD Book Coach to provide insights and feedback during the term of this agreement.

2. **(Responsibilities of Both Parties – *continued*)**

10. Principal and other site leadership to champion the program and support teachers, as needed;

11. Assist local AD staff with onboarding of devices/materials once delivered to the school, prior to the launch training. For example, inventory tablets, charge tablets, sort and assemble book bags, handouts and gifted books - all in preparation for launch training;

12. Support AD in our evaluation efforts by participating in, and encouraging families to participate in surveys and/or focus groups;

V. Financial Contribution

Please refer to Attachment A for the costs of implementing the Always Reading™ program at each school and the corresponding direct program contributions funded by ARUESD.

These partner contributions will help to offset a portion of the expenses associated with the digital library and services provided as part of the program in 2023-2024. Each year, AD's sustainability relies on partners' contributions and collaboration in finding resources to support AD's work.

Payment Schedule: Payment due within 30 days of execution of this MOU.

Payable To: Always Dream; EIN: 94-3255817

Payment Address:
Attn: Lori Yamaguchi, Director of Programs
Always Dream
125 Railroad Avenue, Suite 203
Danville, CA 94526

VI. Hardware & Digital Library Subscription

A. All hardware devices provided for purposes of the program are owned by AD. Participating families will agree to make reasonable efforts to maintain the good condition of the device when they "opt in" to the program.

B. AD will provide the license for the digital library platform for each participating student.

VII. Terms of Service

A. Agreement Term

The term of this Agreement is for a period of 12 months and may be extended or modified upon written mutual agreement. Date range: July 1, 2023 through June 30, 2024.

B. General schedule of program milestones:

1. April 2023 - Always Reading Onboarding meeting for principals and teachers in preparation for fall 2023
2. End of August - Opt-In paperwork completed by families
3. Late September/Early October - Program launch
4. Mid-January – Teacher Focus Group meetings
5. Late January/Early February 2024 - Mid-program
6. Late April/early May Program concludes
7. Mid-May – Post-program survey completed by families; focus groups take place (if necessary)

C. 2024-2025 School Year – Following the fulfillment of this agreement, both parties will assess the possibility of continuing with the program. An extension would require mutual agreement between parties and a new MOU would be executed.

VIII. Data Sharing Agreement

A. During the Agreement, Parents will opt-in to the Always Reading Program and provide AD permission to access their child's reading data through the digital library application, as well as performance on reading assessments for the purpose of analyzing program effectiveness.

B. Data Sharing of student information shall be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; and applicable District policies regarding the disclosure of personally identifiable information from students' education records. The U.S. Department of Education's Family Policy Compliance Office has recognized that public school districts can designate other entities, including vendors and consultants, as "school officials". The District has determined that AD personnel acting pursuant to this Agreement perform a special task for the benefit of the students and/or families of the District and may be granted access to educational records. The AD personnel acting pursuant to this Agreement are hereby designated as "school officials" for purposes of this Agreement in order to receive access to educational records of students participating in the program that is the subject of this Agreement. The AD personnel will not disclose student educational records it receives to any third party, except with the prior written consent of the District, student and/or parent, as applicable. AD agrees that it will use student educational records received under this Section solely to accomplish its obligations under this Agreement and solely in a manner and for purposes consistent with the terms and conditions of this Agreement and District policies and procedures.

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IX. Termination

A. Should AD or ARUESD choose to terminate this agreement prior to the end of the project term, ARUESD shall return all devices to AD within 30 days of the termination, or expiration, of this agreement, whichever is earliest.

X. Miscellaneous Provisions

A. The provisions which are incorporated herein by reference, this Agreement is subject to cancellation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement is, at any time while the Agreement is in effect, an employee or agent of any other party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

B. The Parties shall comply with all applicable State and Federal employment laws, rules, regulations and executive orders which require that all persons shall have equal access to employment opportunities and to education opportunities regardless of race, color, religion, disability, sex, age, national origin, genetic code, veteran's status, or political affiliation during the term of this Agreement.

C. The District is not legally liable for any payment beyond the current fiscal year unless and until funds are made available through the annual budget by the District for performance of this Contract. The District will make reasonable efforts to secure such funds. Failure to provide funding for the purposes of this Agreement shall serve to terminate this Contract. District shall provide thirty (30) days' notice of the failure to fund beyond the end of the fiscal year.

D. All student records shall be kept confidential in accordance with the Family Educational Rights and Privacy Act (FERPA) and regulations adopted pursuant to that Act; the Individuals with Disabilities Education Act as Amended (IDEA) and regulations adopted thereunder; and applicable governing board policies regarding the disclosure of personally identifiable information from students' education records.

E. By entering into the Agreement, the Parties warrant compliance with the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. Either Party may request verification of compliance from any contractor or subcontractor performing work under this Agreement. Should either Party suspect or find that the other Party or any of its subcontractors are not in compliance, that Party may pursue any and all remedies allowed by law, including, but not limited to suspension of work, termination of the Agreement for default, and suspension and/or debarment of the contractor. Each Party shall bear the costs necessary for compliance of its own employees and subcontractors.

F. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement, which may remain in effect without the invalid provision or application.

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G. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

H. This Agreement may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

I. It is clearly understood that each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever.

J. Each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other parties (as "Indemnitees") from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney fees), hereinafter collectively referred to as "claims," arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitees, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

K. Any modification to this Agreement must be by mutual written consent and signed by both Parties.

L. Neither Party to this Agreement shall be deemed to be in violation of this Agreement if it is prevented from performing any of its obligations hereunder for any reason beyond its control, including without limitation, global or national pandemics (unless declared an essential worker/service provider by the State or Federal government and thus required to complete its duties under this Agreement); acts of God or of the public enemy not contemplated by this Agreement; strikes of such magnitude and/or duration as to make the completion of the terms of the Agreement moot; or statutory regulation or rule of any federal, state, or local government, or any agency thereof that declare the subject of this Agreement against public policy or render it fiscally untenable to continue.

M. All notices or communications about this Agreement shall be in writing and sent to the following:

Dr. Hilaria Bauer
Superintendent
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, CA 95127

Aarika Riddle
Executive Director
Always Dream
125 Railroad Avenue, Suite 203
Danville, CA 94526

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Signatures:

_____	Aarika Riddle 03 / 07 / 2023
Dr. Hilaria Bauer Date Superintendent Alum Rock Union Elementary School District	Aarika Riddle Date Executive Director Always Dream

ATTACHMENT A (as of 3-1-23)

Financial Contribution

The following table outlines the full cost of implementing the Always Reading™ program during the 2023-2024 school year within ARUESD, as well as the partnership contribution commitment amount for each site:

School Name	Tier 1 (1-9 students)	Tier 2 (10-18 students)	Tier 3 (19-27 students)	Total Direct Cost	School Partnership Commitment (25%)
LUCHA	0	0	2 classrooms at $10,800 each	$21,600	$5,400
Linda Vista	0	1 classroom at $9,500 each	4 classrooms at $10,800 each	$52,700	$13,200
Ryan	0	1 classroom at $9,500 each	2 classrooms at $10,800 each	$31,100	$7,800
Hubbard	0	1 classroom at $9,500 each	2 classrooms at $10,800 each	$31,100	$7,800
ARUSD FY2024 Contribution (25%)				$136,500	$34,200



Kristi Yamaguchi's

ALWAYS DREAM

Always Reading: Partner Contributions

California

SY 2023-2024

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Tiered Classroom Costs

LINE ITEM	Always Reading CA TIER 1 (1-9 students)	Always Reading CA TIER 2 (10-18 students)	Always Reading CA TIER 3 (19-27 students)	DETAIL
Program Personnel	$6,200	$6,200	$6,200	Program staff + teacher stipend
Program Software	$500	$600	$700	Digital library subscription, texting platform, tablet security
Technology	$800	$1,600	$2,500	Tablets and data plans
Hard Copy Books	$300	$500	$800	8-10 books per student
School Activities	$400	$400	$400	In-person training + incentives
Program Consultants	$100	$100	$100	Evaluation and curriculum
Other Program Expenses	$100	$100	$100	Shipping, storage, travel
Total Direct Program Cost, Per Classroom	**$8,300**	**$9,500**	**$10,800**	

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ARUSD: Ryan Elementary School

	FULL PROGRAM		
	TIER 1 (1-9 students)	**TIER 2 (10-18 students)**	**TIER 3 (19-27 students)**
Cost per classroom (direct)	$8,300	$9,500	$10,800
25% cost per classroom (direct)	$2,100	$2,400	$2,700
# of classrooms in each tier	0	1	2
25% cost by tier	**$0**	**$2,400**	**$5,400**
FY24 Contribution (25%)	**$7,800**		

Class + Student Projections:

1 K classroom at 27 students

1 TK classroom at 19 students

1 T4 classroom at 8 students

1 SDC at 1 students (combine with T4 for budgeting purposes)

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ARUSD: Hubbard Elementary School

	FULL PROGRAM		
	TIER 1 (1-9 students)	**TIER 2 (10-18 students)**	**TIER 3 (19-27 students)**
Cost per classroom (direct)	$8,300	$9,500	$10,800
25% cost per classroom (direct)	$2,100	$2,400	$2,700
# of classrooms in each tier	0	1	2
25% cost by tier	**$0**	**$2,400**	**$5,400**
FY24 Contribution (25%)	**$7,800**		

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Class + Student Projections:
2 K classrooms at 20 students each
1 T4/TK classroom at 16 students

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ARUSD: LUCHA Elementary School

	FULL PROGRAM		
	TIER 1 (1-9 students)	**TIER 2 (10-18 students)**	**TIER 3 (19-27 students)**
Cost per classroom (direct)	$8,300	$9,500	$10,800
25% cost per classroom (direct)	$2,100	$2,400	$2,700
# of classrooms in each tier	0	0	2
25% cost by tier	**$0**	**$0**	**$5,400**
FY24 Contribution (25%)	**$5,400**		

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Class + Student Projections:
1 K classroom at 23 students
1 TK classroom at 19 students

FY23 Contribution:
$6,450
Avg. $2,150/classroom

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ARUSD: Linda Vista Elementary School

	FULL PROGRAM		
	TIER 1 (1-9 students)	**TIER 2 (10-18 students)**	**TIER 3 (19-27 students)**
Cost per classroom (direct)	$8,300	$9,500	$10,800
25% cost per classroom (direct)	$2,100	$2,400	$2,700
# of classrooms in each tier	0	1	4
25% cost by tier	**$0**	**$2,400**	**$10,800**
FY24 Contribution (25%)	**$13,200**		

Kristi Yamaguchi's
ALWAYS DREAM

Class + Student Projections:
2 K classrooms at 24 students each
2 TK/K classroom at 20 students
1 SDC combo classrooms at 11 students

FY23 Contribution:
$9,150
Avg. $1,820/classroom

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ARUSD: Combined

	FULL PROGRAM		
SCHOOL NAME	**TIER 1 (1-9 students)**	**TIER 2 (10-18 students)**	**TIER 3 (19-27 students)**
Ryan	**$0**	**$2,400**	**$5,400**
Hubbard	**$0**	**$2,400**	**$5,400**
LUCHA	**$0**	**$0**	**$5,400**
Linda Vista	**$0**	**$2,400**	**$10,800**
ARUSD Contribution (25%)*	**$34,200**		

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ALWAYS DREAM

FY23 Contribution:
$22,000
Avg. $2,000/classroom

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO. _____

FROM: Early Learning (School/Dept.)

VENDOR NO. 18629

PROGRAM MANAGER: Dr. Dianna Ballesteros

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

Name of Individual/Company: SOMOS MAYFAIR, INC.

Address: 1695 Alum Rock Ave., STE 10 City: San Jose State: CA Zip: 95116

Phone: (408) 593-5989 Email Address: sramos@somosmayfair.org

SSN: _____ or Fed I.D. #: 77-0499813

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 1, 2023 end date August 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:

Somos Mayfair will provide a Bridge to Kinder (B2K) in-person program in the summer of 2023 at LUCHA and Painter. This is a free 5-week half-day summer program designed for parents and students entering T4,TK, Kinder and First grade in the 2023/24 school year.

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

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

X b. **Other:** $_____ (describe rate agreement) zero cost to ARUESD.

SOMOS Mayfair to cover program cost.

5. **BUDGET CODE:**

FUND	DEPARTMENT	PROG/COUNTER	OBJECT	$ AMOUNT	PROG. TITLE	BUS OFC
060-2600	-0-5815-00-1110-	1110-1000-020110-	360-3792	Zero Cost	ELOP	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

8. **COMPLETENESS OF AGREEMENT:** This agreement constitutes the entire understanding of the parties and any change or modification shall be in writing and signed by both parties hereto.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Memorandum of Understanding (MOU) Between Alum Rock Union Elementary School District and SOMOS Mayfair

This Memorandum of Understanding (MOU) is entered by and between Alum Rock Union Elementary School District (ARUESD) and SOMOS Mayfair (SOMOS).

Introduction

The purpose of this MOU is to establish agreement regarding our collaboration on the implementation of Summer Bridge to Kindergarten (B2K) Programs within ARUESD in summer of 2023.

This MOU would specifically relate to implementation and design of a B2K Program in the Summer of 2023 at **LUCHA and Painter.**

The partnership recognizes the crucial importance of early learning to prepare students, engage families, and build teacher/family/student relationships focusing on the success of our community's students. Kindergarten readiness is a predictor of 3rd grade proficiency and later academic performance and life opportunities. Early learning success is crucial with the support of family and community engagement in a holistic approach.

The B2K Program is to be a free 5-week, half-day summer program designed especially for parents and students who will be entering T4/TK, kindergarten and First grade in the 2023/2024 school year. B2K program will prepare up to **80 children** for a successful start to the kindergarten year by teaching important skills needed to transition to school and beyond. A key component is parent workshops to build engagement in their child's learning. Parents attend onsite and/or virtual workshops during the summer session.

Program Dates

Tuesday, June 20, 2023 through Friday, July 21, 2023 (no classes on July 3rd and July 4th, 2023)

Key Program Features and Goals of B2K

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- Student instruction covering self-regulation, social expression, self-care/motor skills and academic support in order to transition families into the academic year.
- Teachers create early relationships with students and families and understand learning and other needs
- Programs are located on school campuses and virtual settings; helps children and parents get comfortable with surroundings and/or in virtual settings
- Parent workshops build literacy and social-emotional skills to better support their students in the home to move families from isolation and towards a sense of community belonging. These workshops will be provided onsite and/or virtually. Workshops will be offered in the morning and evening to facilitate the involvement of working parents. Workshops will be provided in English and/or Spanish depending on parent needs
- Community engagement opportunities that will support B2K families to participate and advocacy for and within ARUESD

Goals of this effort

1) Improve the school readiness and academic achievement of 80 children, eligible ages T4-TK- K- 1st grade entering school year fall 2023-2024
2) Engage and build relationships with families and strengthen parent engagement over time
3) Compare assessment data between B2K students and control cohort for the kindergarten year and up to 3rd grade.

I. MOU Term

This agreement shall become effective June 1st, 2023 and continue through August 1st, 2023 unless terminated pursuant to the termination provisions of this agreement described in Section V.

II. Funding Availability

ARUESD Funding for the school site supervisors, teachers and janitors will be provided by ARUESD at the following schools: LUCHA and Painter

SOMOS funding for the services outlined in this MOU is fully supported by a combination of funding from SOMOS Mayfair. Corresponding program budget Attachment A.

III. Scope of Responsibilities

ARUESD and SOMOS agree on the following:

1. ARUESD responsibilities:
   a. Program Outreach: ARUESD Community liaisons will execute an outreach and recruitment strategy co-developed by ARUESD and SOMOS Mayfair.

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b. Provide up to 4 classrooms per site per cohort of students. Classrooms provided for student instruction, upon ARUESD in-person programming approval, parent education workshops and childcare (more may be needed if number of parents require it) and/or for health screenings.
c. Hire B2K teachers, selects curriculum, conducts training of B2K teachers, develops B2K assessment, recruits B2K students and parents, oversees student instruction, provides janitorial service during program.
d. Provide staff support for the program (Principal, teachers, curriculum and instruction coordination, janitorial service).
e. ARUESD teachers will track student attendance and student achievement.
f. Provides student data over kindergarten year and during later school years, evaluates and reviews B2K efficacy with partners, plans and implements parent visit to college campus during upcoming academic year.
g. Provide breakfast and lunch to all participating children in the B2K program, including children participating in childcare activities.
h. Director of Early Learning Programs works with SOMOS Director of Alternative Community Strengthening to problem-solve programmatic concerns in timely fashion.
i. Help coordinate program-closing ceremony with SOMOS Director of Alternative Community Strengthening and B2K partners.
j. Share student data and evaluation reports with SOMOS

2. SOMOS responsibilities:
   a. Provide project management of parent workshops
   b. Provide family supports to LUCHA and Painter school sites
   c. Recruit and provide training and oversite of facilitators for parent workshops
   d. Ensure clearances are completed by the facilitators and TB and LiveScan testing as per ARUESD policy
   e. Adhere to all ARUESD policies while on ARUESD school sites.
   f. SOMOS Director of Alternative Community Strengthening works with the ARUESD Director of Early Learning Programs to problem-solve programmatic concerns in timely fashion.
   g. Arrange for and manage childcare (if needed) at two school sites (mentioned in 2.b) for duration of program
   h. Help coordinate program-closing ceremony with Principals and teachers and B2K partners.
   i. In coordination with the principals and teachers, allow visitors of the B2K program from time to time, for outreach and fund-raising. Will plan such visits so as not to interfere with classroom instruction.
   j. Provide families and their youth with wrap services, resources, and pro social activities
   k. Work with B2K partners to identify and take receipt of student ASQ/SE (Ages and Stages) and family data, etc. for program evaluation purposes.
   l. Facilitate the reporting of evaluation data, lessons learned, and expansion

Any changes in the above agreements must be made by consensus of ARUESD and SOMOS. Both parties must authorize all changes or amendments to this MOU in writing.

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IV. Confidentiality of Data

All student and family data and assessment data will be treated as confidential and shall be protected from unauthorized use. Data will be used for analysis and evaluation of program efficacy and no identification or personal information will be noted.

V. Termination

Termination of this agreement may be made by any party, at any time, with at least 30 days notice.

Authorized Signatures:

Dr. Hilaria Bauer, Superintendent
ARUESD

Date

Saul Ramos, Acting Co-Executive Director
SOMOS Mayfair

03/08/2023

Date

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SOMOS MAYFAIR		2023 Bridge to Kinder (B2K) Budget
EXPENSES		
	Totals	**Assumptions / Notes** **2 Schools**
Supplies		
Parent Workshops	$ 4,000	*$800 parent group. 5 groups total.* *Binders, curriculum, chart paper, markers, classroom materials and food supplies* *2 workshops per site, potentially up to two classrooms of parent workshops, Hybrid Virtual*
Participant Snacks	$ 2,880	*$30 per workshop * 2 sites * 4 weeks + 4 family fun nights * $300 + $30 per children sessions * 2 sites * 4 weeks + $300 + 4 family fun nights*
Outreach		*Printing and outreach materials (ARUSD)*
ASQ/Intake Incentive	$ 2,000	*Alternative: $50 per completion of up to 40 ASQs AND Intakes for families and participate in workshops*
Student Incentive	$ 3,200	*Backpack and school supplies distrubted during graduation*
Graduation Celebrations	$ 1,000	*$500 per school site class (2 sites)*
Raffles	$ 3,200	*2 in person workshops * 2 sites * 4 weeks + 4 virtual workshops + 4 family fun nights * 2 sites * 4 week = total raffles 64 at $50 each raffle*
Sub Total Supplies	**$ 16,280**	
Facilitators / Child Care		
Orientations	$ 416	*Orientation 4 facilitators for 4 Orientation 2 hours each, $26hr + 4 hour prep*
Facilitator Incentive	$ 600	*4 facilitators * $150*
La Escuelita Maestras	$ 15,600	*10hours/week * 4 weeks* $26/hr* 12 providers + 10 hour prep per provider*
ASQ's	$ 5,200	***Conduct ASQs for 50 children*** *: 100 ASQs / 2 hrs per ASQ / $26hr* *SOMOS Maestras (to follow up)*
Sub Total Facilitators / Child Care	**$ 21,816**	
Program Oversight		
Somos Staff (May/June - Prep) B2K	$ 7,594	*1 month of Somos' staff time; 1 Site Sups @ 0.75 FTE each;* *1 Prg Dir @ .10 FTE; Cordinator @ .25 FTE*
Somos Staff (July - Execution) B2K	$ 10,198	*1 Site Sups @ 0.75 FTE each;* *1 Prg Dir @ .10 FTE; Cordinator @ .25 FTE; 1 Facilities/IT @.25 FTE; 1 Operations Associate @.25 FTE* *Oversight of all parent programs.*
Somos Admin Overhead	$ 13,158	*Calculated at 14% of total cost*
Sub Total Oversight	**$ 30,950**	
TOTAL	**$ 69,046**	

03/08/23

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ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- Liquidity Services Operations LLC dba GovDeals

Date: March 17, 2023

Summary:
Liquidity Services Operations LLC dba GovDeals will provide services to maintaining and operating an online auction system so that the District can post surplus assets, excluding land and building, for sale for potential buyers to bid on.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with Liquidity Services Operations LLC dba GovDeals-no cost for the District for the 2022-2023 and 2023-2024 fiscal years.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

CONTRACTED SERVICE AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: M.O.T.- Maintenance (School/Dept.) VENDOR NO. _____

Submitted by: Ed Villarreal, Director

☐ **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: Liquidity Services Operations, LLC dba GovDeals

Address: 100 Capitol Commerce Blvd., Ste. 110 City: Montgomery State: AL Zip: 36117

Phone: (916) 540-6475 Email Address: ideatherage@govdeals.com

SSN: _____ or Fed I.D. #: 52-2293687

Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date 04-14-2023 end date 06-30-2024

3. **CONTRACTOR'S OBLIGATION:** In consideration of the compensation, the Contractor shall provide the following services, materials, products, and/or reports: Provide services to maintaining and operating an online auction system so that the District can post surplus assets, excluding land and building, for sale for potential buyers to bid on.

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:

Online Auction Services

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

_____ 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:** $00.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
050	8150	0	5815	00	0000	8100	000000	450	8130	$00.00	M.N 3/24/23

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

Liquidity Services Operations LLC dba GovDeals

Online Auction Memo of Understanding

This Online Auction Memo of Understanding (MOU) is between Liquidity Services Operations LLC dba GovDeals, Inc. ("GovDeals"), a Delaware corporation having its principal place of business at 100 Capitol Commerce Boulevard - Suite 110 - Montgomery, Alabama, 36117 and the Alum Rock Union School District ("Client"), having its principal place of business 2930 Gay Avenue – San Jose, California 95127.

1.0 Description of Services: GovDeals provides a means for Client to post assets for sale and for potential buyers to bid on these assets via an online auction system. Although GovDeals provides system access for Client to list assets, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and Client to complete the transaction.

2.0 GovDeals' Responsibilities: In addition to maintaining and operating an online auction system, GovDeals will provide Client with the following services for the period agreed to in **5.0** below:

2.1 Access to a GovDeals online "Seller Asset Management" (SAM), which will allow Client to load assets to the online auction system, maintain information about assets and view and run reports. The SAM will provide Client with the following capabilities:

- Accept descriptive information concerning an asset including unlimited photos
- Allow different auction phases based upon dates and times
- Allow Client to set minimum starting prices, bid increments and reserves

2.2 Training and support services to assist Client in implementing the GovDeals online auction system, which will include:

- Familiarization with the nature and operation of SAM
- Guidance in the posting of assets and provide ongoing support
- Procedures for taking and posting pictures of assets
- Based on mutual agreement between GovDeals and Client, training and support services will be provided on-site or via telephone or Internet

2.3 Help Desk support available via telephone or email during normal business hours, except announced holidays.

2.4 Provide marketing of assets posted to the online auction site and promote use of the site to potential buyers.

- Work with Client to identify items that may benefit from marketing attention.
- Provide documented proof of all marketing efforts made on behalf of Client.
- Assist in determining values and starting prices for unique and high value assets.

3.0 Fees: The Client pays 0% and the winning bidder pays a 12.50% Buyers Premium.

4.0 Payment:

4.1 GovDeals will collect auction proceeds electronically via PayPal, credit card or wire transfer please review and complete **Exhibit A.**

4.2 Client shall promptly, but no more than fifteen (15) business days after the auction end date, notify GovDeals of any transaction that was not completed. The fees for said transaction shall be credited to Client during the next invoice period.

5.0 **Term of MOU:** This MOU shall commence on the date it is signed by the second party and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This MOU shall automatically extend for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date.

6.0 **Terms and Conditions**: Please find **Exhibit B** attached as an example of suggested Client Terms and Conditions. At any time during the term of this MOU, Client may modify the Terms and Conditions. Any substitutions or modification must be submitted to GovDeals in writing before posting assets to the GovDeals auction site.

7.0 **Governance:** This MOU will be governed, interpreted, construed and enforced in accordance with the laws of the State of California.

8.0 **Non-Exclusive Engagement:** This MOU is not exclusive. Client may utilize other approaches, including traditional auctioneer services or sealed bids. However, it is understood and agreed that Client will not utilize other disposal approaches for an asset at the same time the asset is listed on the GovDeals online auction site or sell by some other means to a prior bidder any item currently or previously listed on the GovDeals site for the purpose of avoiding payment of the GovDeals fee. Client agrees to not manipulate or interfere with the bidding process on the GovDeals site.

This online auction memo of understanding is agreed to by:

GovDeals, Inc
Signature: _____

Print Name: Scott Starcher

Title: Vice President of Operations

Date: _____

Client: Alum Rock Union School District
Signature: _____

Print Name: Hilaria Bauer, Ph.D.

Title: Superintendent

Date: _____

Memo of Understanding Contact:

Attention: Sales Support
100 Capitol Commerce Blvd, Ste 110
Montgomery, AL 36117
Telephone Number: 866.377.1494
Fax Number: 334.387.0519
Email: salessupport@govdeals.com

EXHIBIT A - Online Auction Memo of Understanding

Financial Settlement Services (FSS)

It is understood the Client elects GovDeals to collect all proceeds due the Client from the winning bidder and remit the proceeds to the Client less the GovDeals fee

GovDeals will charge the winning bidder a "Buyer's Premium", therefore, the Client is not allowed to charge the winning bidder an additional "Buyer's Premium".

GovDeals will collect all proceeds from the winning bidder, including the "Buyer's Premium" through PayPal, credit card or wire transfer. This is the only means of payment by the bidder.

The Client will not release an asset to the winning bidder until the Client has received verification from GovDeals that payment has been received from the winning bidder. Prior to an item being released to the winning bidder, the Client will ensure the winning bidder or his/her agent has signed a "Bill of Sale" containing the following notation: "Asset is sold as is, where is and without warranty. Once the asset is removed from the seller's premises there is no refund of monies previously paid". The Bill of Sale must be printed from the Seller Asset Management (SAM). Any other "Bill of Sale" used by the Client must be submitted to GovDeals for approval.

No proceeds will be remitted to the Client for any asset sold without verification of payment from GovDeals and verification from the Client the item has been picked up by the winning bidder. Approved payment from the winning bidder through PayPal, credit card or wire transfer will be noted in SAM. It is the Client's responsibility to notify GovDeals when an item has been picked up, which is accomplished by the Client accessing SAM and selecting the "Picked Up" option from the "Paid, not picked up" report.

GovDeals will remit all proceeds collected, less the "Buyer's Premium" and the GovDeals fee to the Client on a weekly basis for all assets marked in SAM as 'Picked Up'. All proceeds will be remitted electronically by Automatic Clearing House (ACH). A detailed backup will be submitted to the Client to support the amount remitted.

Under no circumstance will the Client collect any proceeds directly from the winning bidder and if requested to do so, the Client should refer the winning bidder directly to GovDeals for payment instructions.

GovDeals will absorb all costs of Charge Backs by PayPal or a credit card company where an item is released to the winning bidder after the Client receives proper payment notification from GovDeals, GovDeals receives proper pickup notification from the Client and the Client obtained and retained a signed "Bill of Sale" from the winning bidder.

GovDeals will refund proceeds collected to the winning bidder in those rare occasions where the winning bidder pays for an asset but never picks it up and subsequently convinces PayPal or the credit card company to withdraw the amount from GovDeals' bank account. It is the Client's responsibility to request a credit on the asset paid for but not picked up as soon as the allowable pick up time passes. By taking the credit, it insures GovDeals will not charge the Client a fee and will allow the Client to resell the asset. If the asset is mistakenly placed in 'picked up' status by the Client and GovDeals has remitted payment, the Client agrees to refund this amount back to GovDeals.

A GovDeals' Client Services Representative or a GovDeals Help Desk Representative will train the Client on how to effectively use the Financial Settlement Services feature and provide ongoing support as needed. There are no additional costs to the Client for training and support.

GovDeals is covered by a Crime Insurance Policy with a limit of $5,000,000, which will protect the Client against any loss of funds.

Financial Settlement Services (FSS) Remittance Information

Please complete information below:
This section must be completed when submitting the signed MOU back to GovDeals, as this is where GovDeals Payments to the Client will be made.

Accounting Contact:
(Person to receive invoices) _____
Name and Title

E-Mail Address: _____

Phone Number: _____

Please provide the required information:

Name of Bank	
County of Bank	
Name of Client: (Name on bank account)	
Bank Routing Number	
Bank Account Number	
Checking/Savings	

Alum Rock Union School District

San Jose, California

Online Sales - Terms and Conditions

All bidders and other participants of this service agree they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All assets are offered for sale "**AS IS, WHERE IS.**" **Alum Rock Union School District (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect or consequential.

Description Warranty. Seller warrants to the Buyer the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of the **Seller** shall not exceed the actual purchase price of the property. **Please note upon removal of the property, all sales are final.**

Personal and Property Risk. Persons attending during exhibition, sale, or removal of goods assume all risks of damage of or loss to person and property and specifically release the **Seller** and GovDeals from liability therefore.

Consideration of Bid. Seller reserves the right to reject any and all bids and to withdraw from sale any of the assets listed at any time until the Seller has received payment in full for the assets and Buyer has removed the assets from the Seller's premises in their entirety.

Buyer's Certificate. If applicable, successful bidders will receive a Buyer's Certificate by email from GovDeals as their notice of award.

Buyer's Premium & Additional Fees. If a Buyer's Premium and/or Additional Fees are shown on the auction page Bid Box, then that amount (expressed as a percentage of the final selling price or a specified amount) will be added to the final selling price of all items in addition to any taxes imposed.

Payment. Payment in full is due not later than **5 business days** from the time and date of the close of the auction. Please refer to the payment instructions listed on the auction page for complete payment terms and methods. Please refer to the Bid Box for all fees and taxes that may be associated with the auction.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. Please review the Payment Instructions for all information related to Sales Tax and Tax Exemptions.

Removal. All assets must be removed within **ten (10) business days** from the time and date of the close of the auction. Purchases will be released only upon receipt of payment as specified. Successful buyers are responsible for loading and removal of any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Seller** assume responsibility for packing, loading or shipping. See instructions on each auction page for complete removal details. A daily storage fee of $25.00 may be charged for any item not removed within the ten (10) business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon removal of the vehicle. Titles may be subject to restrictions as indicated in the asset description on the website.

Approval. Some Auctions/Sales are subject to Seller approval prior to award to the high bidder. Please review the auction/sale page for full terms of the sale and whether the final bid/sale is subject to approval.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all assets within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller** reserves the right to reclaim and resell all items not removed by the specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees they have read, fully understand and accept these Terms and Conditions, and agree to pay for and remove the property, by the dates and times specified. These Terms and Conditions are available for review in the bid box at the top of each page of each asset listed on **GovDeals**. Specific Instructions (Payment, Removal, and Special) appearing on the asset page will override certain sections of these Terms and Conditions.

Sales to Employees. Employees of the **Seller** may bid on the property listed for auction, so long as they do NOT bid while on duty.

ALUM ROCK
UNION ELEMENTARY SCHOOL DISTRICT
2930 Gay Avenue, San José, CA 95127 · Phone: 408-928-6800 · Fax: 408-928-6416 · www.arusd.org

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval- R-J Inc. dba RJ Commercial Flooring Company

Date: March 14, 2023

Summary:
R-J Inc. dba RJ Commercial Flooring Company will provide services that include repair and/or replacement of flooring as needed district-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the contract with R-J Inc. dba RJ Commercial Flooring Company for $25,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

CONTRACT NO: _____

TO: DIVISION OF BUSINESS SERVICES

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

INDIVIDUAL/COMPANY NAME: **R-J Inc. dba RJ Commercial Flooring Company** VENDOR NO:

ADDRESS: **1016 Reno Avenue, Modesto, CA. 95351** FAX NUMBER: **(209) 571-5056**

TELEPHONE NUMBER: **(209) 408-0198**

TAX ID NUMBER: 45-4855810 E-Mail: sarah@rj-inc.com

BOARD APPROVAL DATE: April 13, 2023

CONTRACT TERM: From **April 14, 2023 – June 30, 2023**

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

A. One-line description for the Governing Board report: **Provide services that include repair and/or replacement of flooring as needed district-wide.**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	00	6200	00	0000	8500	000000	450	8131	25,000.00

Program Manager/Principal _____ **Date:** 3/14/23

Superintendent _____ **Date:** _____

Fiscal Approval Maria Nuñez **Date:** 3/14/2023
Accountant

Director of Fiscal Services _____ **Date:** 3/14/23

Asst Supt, Bus Services _____ **Date:** 3/14/23

COMPENSATION: In consideration of Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other:** $ **25,000.00 (NTE)** **FY: 2022-2023**

RJ INC
COMMERCIAL FLOORING COMPANY

1016 Reno Ave.
Modesto, CA 95351
PH: 209.408.0198
FX: 209.571.5056
www.rj-inc.com

EXCELLENCE WITHOUT COMPROMISE

R-J Inc. Company Information Sheet

1. Company Name: R-J Inc. dba RJ Commercial Flooring Company

2. Company Contact Person: Tyler White or Scott Meyers
   a. Email: tyler@rj-inc.com
   b. Direct Phone: (209) 593-5856
   c. Email: scott@rj-inc.com
   d. Direct Phone: (209) 650-5426

3. Company Address: 1016 Reno Ave.
   Modesto, CA 95351

4. Company Phone Number: (209) 408-0198

5. Company Fax Number: (209) 571-5056

6. Types of Work Company is Interested in & Licensed to Perform:
   a. 033500 – Concrete Finishing
   b. 090000 – Finishes
   c. 092800 – Backing Boards & Underlayments
   d. 096000 – Flooring
   e. 096100 – Flooring Treatment
   f. 096219 – Laminate Flooring
   g. 096500 – Resilient Flooring
   h. 096513 – Resilient Base & Accessories
   i. 096543 – Linoleum Flooring
   j. 096800 – Carpeting

7. Classification of Contractors License: C15

8. License Number & Expiration Date: 984506; Exp. 06.30.2023

9. DIR Number & Expiration Date: 1000003918; Exp. 06.30.2023

R-J Inc. dba RJ Commercial Flooring Company
1016 Reno Ave
Modesto, CA 95351
Tel: (209) 408-0198
Fax: (209) 571-5056
CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

CUSTOMER: Arturo Vazquez
COMPANY: Alum Rock Union ESD
ADDRESS: 2930 Gay Avenue
San Jose, CA 95127
TELEPHONE: 408-928-6871
FAX: 408-928-6411

DATE: February 3, 2023
PROJECT: **Business Services Office**
LOCATION: 2930 Gay Ave
San Jose, CA 95127

We herewith submit proposal for labor and materials to be supplied at the request of above party and at premises set forth above.

SCOPE OF WORK:

1. Remove and dispose of existing flooring.
2. Prepare floor as needed for new flooring products.
3. Furnish and install Resonate Ethos carpet tile.
4. Furnish and install Armstrong Standard Excelon Imperial Texture VCT. (Room 160 Only)
5. Furnish and install Roppe Pinnacle 4" cove base.

EXCLUSIONS:

1. Non-standard work hours (beyond 5am - 5pm, Monday - Friday)
2. Furniture and equipment moving.
3. Borders, inlays, logos, or custom designs.
4. Moisture testing and treatment.
5. Removal of materials containing asbestos or lead.
6. Final cleaning, wax or sealers, and protection of stored or installed products.

Total Materials, Freight, Sales Tax and Installation Labor: **$ 16,837.00**

NOTES:

1. Freight charges are included in price unless specifically noted above.
2. Terms are net 30 days. Deposit or progress payment may required for materials.
3. The prices listed on this proposal are valid until 4/3/23.
4. If this proposal is accepted, please submit a signed purchase order.
5. All required Certified Payroll Reporting documents are available upon request.
6. Payment or performance bonds are not included in price unless specifically noted above.
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
10. Labor is based on prevailing wages.

SUBMITTED BY *Sarah Engstrom*
Sarah Engstrom

TEL: (209) 408-0198
FAX: (209) 571-5056

R-J Inc. dba RJ Commercial Flooring Company
1016 Reno Ave
Modesto, CA 95351
Tel: (209) 408-0198
Fax: (209) 571-5056
CA Contractor Lic. #984506 DIR # 1000003918

PROPOSAL

CUSTOMER: Arturo Vazquez
COMPANY: Alum Rock Union ESD
ADDRESS: 2930 Gay Avenue
San Jose, CA 95127
TELEPHONE: 408-928-6871
FAX: 408-928-6411

DATE: February 3, 2023
PROJECT: **Payroll Office**
LOCATION: 2930 Gay Ave
San Jose, CA 95127

We herewith submit proposal for labor and materials to be supplied at the request of above party and at premises set forth above.

SCOPE OF WORK:

1. Remove and dispose of existing flooring.
2. Prepare floor as needed for new flooring products.
3. Furnish and install Resonate Ethos carpet tile.
4. Furnish and install Roppe Pinnacle 4" cove base.

EXCLUSIONS:

1. Non-standard work hours (beyond 5am - 5pm, Monday - Friday)
2. Furniture and equipment moving.
3. Borders, inlays, logos, or custom designs.
4. Moisture testing and treatment.
5. Removal of materials containing asbestos or lead.
6. Final cleaning, wax or sealers, and protection of stored or installed products.

Total Materials, Freight, Sales Tax and Installation Labor: **$ 4,828.00**

NOTES:

1. Freight charges are included in price unless specifically noted above.
2. Terms are net 30 days. Deposit or progress payment may required for materials.
3. The prices listed on this proposal are valid until 4/3/23.
4. If this proposal is accepted, please submit a signed purchase order.
5. All required Certified Payroll Reporting documents are available upon request.
6. Payment or performance bonds are not included in price unless specifically noted above.
7. Unless itemized on this proposal, RJ inc. is not responsible for moisture testing or treatment of concrete vapor emissions and alkalinity.
8. RJ inc. is not responsible for substrate failures (such as alkalinity and moisture) after the flooring installation is complete.
9. If existing flooring is to be removed, our price would include standard prep (scraping excess material, skim coat uneven areas, and primer if needed). Any floor patch required from removal of existing floor is not included in price. Our price does not include removal of asbestos tiles below existing carpet.
10. Labor is based on prevailing wages.

SUBMITTED BY *Sarah Engstrom*
Sarah Engstrom

TEL: (209) 408-0198
FAX: (209) 571-5056

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: Hilaria Bauer, Ph.D., Superintendent

From: Ed Villarreal, Director of Maintenance, Operation, and Transportation

Re: Contract Approval - Selway Construction, Inc.

Date: April 6, 2023

Summary:
Selway Construction, Inc. will provide maintenance and repair such as painting, drywall installation, and other services District-wide.

Recommendation:
Staff recommends that the Board of Trustees approve the Selway Construction, Inc. Contract for $40,000.00 for the 2022-2023 fiscal year.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

AGREEMENT FOR REPAIR AND MAINTENANCE PROJECTS

TO: DIVISION OF BUSINESS SERVICES

CONTRACT NO: _____

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

INDIVIDUAL/COMPANY NAME: **Selway Construction, Inc.**

VENDOR NO: _____

ADDRESS: **977 Feller Avenue, San Jose, CA 95127**

FAX NUMBER: _____

TELEPHONE NUMBER: **(408) 422-2162**

TAX ID NUMBER: **84-2990639**

E-Mail: peter@selwayconstruction.com

BOARD APPROVAL DATE: **April 13, 2023**

CONTRACT TERM: From April 14, 2023 – June 30, 2023

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

A. One-line description for the Governing Board report: **To provide maintenance and repair such as painting, drywall installation, and other services District-wide.**

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

BUDGET CODE:

FD	RESC	PY	OBJECT	SB-OB	GOAL	FCTN	CST-CTR	LOC	PROG	AMOUNT
140	0000	0	5815	00	0000	8500	000000	450	8131	$13,885.00
140	0000	0	6200	00	0000	8500	000000	430	8131	$26,115.00

Program Manager/Principal _____ **Date:** 4/6/23

Superintendent _____ **Date:** _____

Fiscal Approval _____ **Date:** _____
Accountant

Director of Fiscal Services _____ **Date:** 4/6/23

Asst Supt, Bus Services _____ **Date:** 4/6/23

COMPENSATION: In consideration of the Contractor's provision of services as described above, and subject to the payment Provisions expressed herein, ARUESD shall pay Contractor, upon Contractor's submission of a properly documented demand for payment (Form B-210) which shall be submitted not later than 30 days from the end of the month in which the contract services were rendered, and upon approval of such demand by ARUESD as follows: (Check either a, b, or c)

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

_____ b. **Flat Rate:** $ _____ to be the total payment to the Contractor including travel and/or other expenses.

__X__ c. **Other: $ 40,000.00 (NTE)** FY: **2022-2023**

SELWAY CONSTRUCTION
741 Ames Ave., Milpitas, CA 95035
(408) 422-2162
www.selwayconstruction.com
CL#1056018
DIR#1000515440

Date: 3/21/23
Attention: Arturo Vazquez
Customer Name: ARUSD
Project Name: ARUSD Business

Scope of Work:
Disassemble and off haul and dispose of cubicles
Room 160-Demo door, and in fill opening
Prep and paint throughout office area

Total Price: $18,147.00

Exclusions: Permits and plans, fire sprinklers, HVAC, electrical.

We propose to do the work specified above and on any addendums attached, furnishing all labor and material as specified for a sum of $ plus sales tax with payment to be made as follows: Due upon receipt of invoice.

NOTE: This price does not include permits and inspections fees. This price does not include primary wording in insurance or any cost for a waiver of subrogation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays beyond our control and shall not be binding prior to credit approval. Selway to carry all necessary insurance required by local ordinances, a certificate of insurance will be furnished upon request. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer of this statement, the customer may also pay all reasonable attorney fees and court costs. Call me with any questions at (408) 422-2162

SELWAY CONSTRUCTION, INC.	*CUSTOMER*
Submitted by: **Peter Hawkins**	Accepted by:
Title: **Project Mgr.**	Title:
Date:	Date:

SELWAY CONSTRUCTION
741 Ames Ave., Milpitas, CA 95035
(408) 422-2162
www.selwayconstruction.com
CL#1056018
DIR#1000515440

Date: 3/21/23
Attention: Arturo Vazquez
Customer Name: ARUSD
Project Name: ARUSD Payroll

Scope of Work:
Pre and paint throughout payroll area
Remove and dispose of furniture

Total Price: $7,968.00

Exclusions: Permits and plans, fire sprinklers, HVAC, electrical.

We propose to do the work specified above and on any addendums attached, furnishing all labor and material as specified for a sum of $ plus sales tax with payment to be made as follows: Due upon receipt of invoice.

NOTE: This price does not include permits and inspections fees. This price does not include primary wording in insurance or any cost for a waiver of subrogation. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon accidents, delays beyond our control and shall not be binding prior to credit approval. Selway to carry all necessary insurance required by local ordinances, a certificate of insurance will be furnished upon request. If legal processes are required by Selway Construction, Inc. to recover full payment from the customer of this statement, the customer may also pay all reasonable attorney fees and court costs. Call me with any questions at (408) 422-2162

SELWAY CONSTRUCTION, INC. *CUSTOMER*

Submitted by: **Peter Hawkins**	Accepted by:
Title: **Project Mgr.**	Title:
Date:	Date:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

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

Submitted by: Anthony Colonna, Director Special Education

☑ **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: Educational Professionals of Central California, LLC

Address: 1398 W. Indianapolis Ave. #101 City: Fresno State: Ca Zip: 93705

Phone: (559) 666-3830 Email Address: _____

SSN: _____ or Fed I.D. #: 83-3718890

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 14, , 2023, and will diligently perform as required and complete performance by June 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").

Educational Professionals of Central California will complete a full Independent Educational Evaluation (IEE), per parent request at public expense, pursuant to 34 CFR 300.502: 8VAC20-81-170(B).

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:** $8,250 (describe rate agreement) Psycho-Educational Assessment =$6,500

Processing Areas = $1,750 Total $8,250

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1120	000000	380	1820	$8,250	

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

EDUCATIONAL PROFESSIONALS OF CENTRAL CALIFORNIA, LLC

Independent Educational Evaluation Cost List

Assessment/Evaluation	Cost**
Full Psycho-Educational Assessment (IQ, Ach., Processing, Adapt.)	**$6500**
Academic Achievement Assessment (Ach)	$1750
Adaptive Behavior Assessment (Adapt)	$1750
Intellectual Assessment (IQ)	$1750
Processing Areas (attention, auditory, phonological, visual, motor, cognitive)	$1750
Behavioral Assessments/Services	**Cost****
Assessment-Educationally Related Mental Health Services Evaluation (ERMS Assessment; Soc./Emo.)	**$2000**
Social Emotional Assessment	$1400
ERMHS Assessment	$900
Behavior Support Plans (P-BIP)	$1100
Functional Analysis Assessment (FAA)	$1550
Functional Behavior Assessment (FBA) W/Psych Ed	$2500
Stand Alone FBA	$3000

IEE Evaluators meet qualifications as specified in California Education Code. (E.C. 56320(b)(3); E.C. 56329). All assessments will be conducted in accordance with all the requirement of state and federal law. IEE Assessments will be completed by a Licensed Educational Psychologist. The practitioner shall also hold a valid and current Pupil Personnel Services Credential as a School Psychologist.

As part of the contracted evaluation and in order to be paid or reimbursed, Qualified Examiners shall:

I. Perform an assessment and develop a report that complies with California Educational Code §§56320and 56327 detailing the requirements of assessments and reports;
II. Provide protocols of all the assessments;
III. Provide a written report to District and parent 5 days prior to the IEP team meeting;
IV. Attend either in-person, virtually, or by phone the IEP meeting in which the IEE report is reviewed.

**Cost shall be comparable to those costs that the district incurs when it uses its own employees or contractor to perform a similar assessment.

Approved for 2022-2023 School Year

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education Department (School/Dept.) VENDOR NO. 18132

Submitted by: Anthony Colonna, Director Special Education

☑ **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: LDP. Inc. DBA Leader Services

Address: 75 Kiwanis Blvd. City: Hazleton State: PA Zip: 18201

Phone: (_____) Email Address: _____

SSN: _____ or Fed I.D. #: 23-1693805

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by ~~June 30,~~ 2024, 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").
Leader Services is a service vendor that provides claim services. Through the program, school districts ~~can obtain Federal Medi-Cal reimbursement for specific health related services. Leader Services~~ establishes and maintains procedures for the timely preparation of claims to Medi-Cal. This service is district wide.

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:** $30,000 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	5640	0	5815	00	1110	1000	000000	380	1822	30,000	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SERVICES AGREEMENT

This Agreement made and entered this July 1st, 2023 between Alum Rock Union School District (hereinafter referred to as the "**CLIENT**") having an address at 2930 Gay Avenue, San Jose, California, 95127 and LDP, Inc., d/b/a Leader Services (hereinafter referred to as "**LEADER**") having an office at 75 Kiwanis Blvd., West Hazleton, Pennsylvania 18202. .

The parties hereto agree that **LEADER** will provide Medi-Cal LEA Billing Option Claiming Services to **CLIENT**. If **CLIENT** enters into subcontract agreements with other organizations for the purpose of incorporating their claiming with that of **CLIENT**, all terms and conditions of this Agreement will be binding for **CLIENT** and **CLIENT** will hold **LEADER** harmless from claims by its subcontracting organizations. **CLIENT** will inform **LEADER** within fourteen (14) days after **CLIENT** has entered into or terminated a contract with another organization.

1. COMMENCEMENT, DURATION AND TERMINATION OF SERVICES

This Agreement will be effective for twelve (12) consecutive months commencing on July 1, 2023 and ending June 30, 2024 for preparing claims for **CLIENT**. Claims will be submitted on a weekly basis.

This Agreement will automatically renew for additional periods of twelve (12) months up to a maximum of five (5) years as authorized by Education Code Section 17596 unless one party has provided written notice of cancellation to the other party not less than ninety (90) days prior to the renewal date.

2. CLAIMS PROCESSING FEE SCHEDULE

- **10.0% for first $500,000 in annual Interim Approved Claims**
- **9.5% for second $500,000 in annual Interim Approved Claims**
- **9.0% for everything above $1,000,000 in annual Interim Approved Claims**

Billing fee schedule is enclosed at the end of this agreement. LEADER's claim processing fee will not exceed 10% of approved DHCS revenue.

LEADER shall invoice **CLIENT** each month that Medi-Cal payments are received by **CLIENT. LEADER** shall provide a report indicating which claims were submitted and processed for payment to **CLIENT** and the corresponding service fee charged by **LEADER**.

3. CONSULTANT FEE SCHEDULE

LEADER shall provide additional professional consultant services related to the Random Moment Time Survey (RMTS) model, necessary for the proper administration of the **CLIENT'S** LEA BOP at the **CLIENT'S** request.

Consultant fees are $125.00 per hour billable in half (1/2) hour increments. On-site consulting fees are available at a rate of $125.00 per hour with a minimum of two hours, plus $125 an hour travel time and actual cost of any meals or lodging for required overnight stays.

4. LATE FEES

CLIENT agrees to issue payment to LEADER within 30 calendar days of receipt of invoice to **LEADER. CLIENT** will incur a late fee of one and a half percent (1.5%) per month or any part thereof, or the maximum fee allowed by law (18% per year), whichever is less, on any invoiced amount unpaid after sixty (60) days.

5. OWNERSHIP OF PROGRAMS AND CONFIDENTIALITY OF REPORTS

All computer hardware, operating system software, application software, programs, documentation, specifications, tapes, instruction manuals and similar material utilized and/or developed by **LEADER** in connection with its systems and all patents, trade secrets, copyrights, trademarks, and other intellectual property rights are, as between **LEADER** and **CLIENT**, the sole and exclusive property of **LEADER**.

CLIENT agrees to make no unauthorized use of these materials and systems and to preserve these materials and maintain the confidentiality of any and all of these materials in its possession.

6. CONFIDENTIALITY OF DATA

The parties agree that, because of the sensitive nature of data and in view of the proprietary nature of business information, it is essential that all information, data and materials, whether transmitted in hard copy or in electronic media form, be maintained in each party's confidence. Each party agrees for itself, its employees, agents and independent contractors, that all information and/or data and/or materials received from the other party will be held in confidence and each party agrees not to reproduce, disclose, or relinquish any data, information or materials to any party other than an authorized representative of the other party.

The parties agree that, because of the unique nature of the data and/or information and/or materials to be transmitted that money damages for breach of the foregoing provision will be wholly inadequate to fully compensate the aggrieved party and therefore the aggrieved party will be entitled to full temporary and/or permanent injunctive relief against any breach or threat of breach of the foregoing provisions.

LEADER, as both a Covered Entity and Business Associate of **CLIENT**, agrees to adhere to all HIPAA and FERPA requirements related to the electronic transmission of data, privacy and security.

7. INPUT DATA

Accurate, complete, and correct data necessary for **LEADER** to perform its services hereunder will be the sole responsibility of **CLIENT**. **LEADER** will not be responsible for any delays or failure to prepare a claim because of incomplete, inaccurate, or incorrect data provided by **CLIENT.**

LEADER will be responsible for the input of all information given to **LEADER** by **CLIENT** in a reasonably accurate, complete and correct form provided same is provided to **LEADER** by **CLIENT**. Any errors, mistakes or liability in connection with the failure of **LEADER** to input such data, provided such data has been accurately, completely and correctly transmitted to **LEADER**, will be the sole responsibility of **LEADER** and will be corrected by **LEADER**.

8. LIMITATION OF LIABILITY ARISING FROM DEFAULT IN SERVICES

LEADER will not be liable or deemed to be in default for any delays or failure in performance or non-performance or interruption of service under this Agreement resulting from any cause beyond the reasonable control of **LEADER**. **LEADER's** liability, under this Agreement, is limited to the amount paid by client for the services under this Agreement. **LEADER** will not be liable for any indirect, consequential, or incidental damages arising out of this Agreement.

9. OPERATING PROCEDURES

LEADER will be responsible for the processing of all those claims for services rendered by **CLIENT** and its employees, which have been turned over to **LEADER** for processing.

LEADER agrees to:

Provide training, continuing education, and forms required by **CLIENT** staff for the preparation of data required for the submission of the claims to Medi-Cal.

Provide a web application for the entry of billing service transactions by CLIENT staff (STaR).

Maintain knowledge of current billing procedures, rules, and laws for California's Medi-Cal LEA Billing Option claiming program. Maintain knowledge of the Centers of Medicare and Medicaid Services (CMS), formerly HCFA, guidelines as they pertain to the provision of services under this Agreement.

Establish and maintain procedures for the timely preparation of claims to Medi-Cal. This includes setting time schedules that must be adhered to by **CLIENT's** staff.

Provide monthly management reports to **CLIENT** as support for the claims submitted to Medi-Cal. Prepare and submit weekly claims to Medi-Cal for payment.

Assign an account manager to provide technical assistance to **CLIENT** with gathering and maintaining data required for claiming. The account manager will provide all program support to **CLIENT** and will direct other **LEADER** resources to **CLIENT** as required. The account manager will coordinate all training and on-site support activities for **CLIENT**.

Assist and prepare the Cost and Reimbursement Comparison Schedule (CRCS) report at no charge while a current client.

CLIENT agrees to:

Provide **LEADER**, on a timely basis, all forms and documentation in a manner prescribed by **LEADER** and as required for the successful preparation and submission of claims.

Arrange for **CLIENT** staff to attend mandatory training sessions related to forms completion. Oversee the completion of forms by staff.

Provide a contact person who will serve as coordinator for all **CLIENT** activities. This person will work directly with **LEADER's** account manager.

Notify **LEADER** of any errors and/or omissions in information sent to **LEADER** so that **LEADER** may process a claim adjustment for submission to Medi-Cal.

10. **GENERAL**

a) **ENTIRE AGREEMENT** - This Agreement constitutes the entire Agreement between the parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings of the parties in connection therewith.

b) **SUCCESSORS** - This Agreement will be binding upon and inure to the benefit of the successors, assigns and legal representatives of the respective parties hereto. Each party agrees that there are no third party beneficiaries to this Agreement. Neither party may assign this Agreement in whole or in part, without the prior written consent of the non-assigning party except in connection with the sale of all or substantially all of its assets or outstanding capital stock.

c) **ATTORNEYS** - In the event that either **LEADER** or **CLIENT** commences a legal proceeding, each party will pay their own attorney's fees.

d) **SEVERABILITY -** In the event that any term or provision of this Agreement is held to be illegal, invalid or unenforceable under the laws, regulations or ordinances of any federal, state or local government, such term or provision will be deemed severed from this Agreement and the remaining terms and provisions will remain unaffected thereby.

e) **NOTICES** - Any notice sent pursuant to this Agreement will be sent by certified mail to the parties at their respective addresses.

f) **STATE LAW** - This Agreement will be governed by and construed in accordance with the laws of California.

g) **SURVIVAL OF NON-DISCLOSURE OBLIGATION** - The obligation of non-disclosure and confidentiality recited in this Agreement will survive the termination of this Agreement and will be in full force and effect notwithstanding such expiration or termination.

h) **ANTI-FRAUD AND ABUSE** - Notwithstanding anything to the contrary herein this Agreement will be subject to all applicable federal, state and local laws, regulations and directives concerning the Medicare/Medicaid and other medical reimbursement fraud and abuse limitations. To the extent anything contained herein purportedly or actually violates or is challenged as violating any of the above laws, statutes, regulations or interpretations, then the provision in question or this entire Agreement, if necessary, will be automatically void and of no effect whatsoever.

i) **DESCRIPTIVE HEADINGS** - The descriptive headings in this Agreement are for convenience and reference only and in no way affect or alter the intent or effect of this Agreement.

11. **EQUAL EMPLOYMENT OPPORTUNITY**

It is and has been the policy of **LEADER** to provide equal employment and individual opportunity to all job applicants and employees without regard to race, color, religion, sex, age, national origin, veteran or disability status. It is **LEADER**'s policy not to violate Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act, the Americans with Disabilities Act, or any other local, state or federal law, regulation or ordinance prohibiting discrimination in employment.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year below written.

ALUM ROCK UNION SCHOOL DISTRICT		**LEADER SERVICES**	
By:		**By:**	Charles J. Mason, Jr.
Name:	Dr. Hilaria Bauer	**Name:**	Charles J. Mason, Jr.
Title:	Superintendent	**Title:**	President
Date:		**Date:**	2/17/2023

Leader Services' LEA Billing Options Fee Schedule - July 1, 2023

Type of Service	Rate
IEP/IFSP Initial/Triennial Audiologist Assessment	$13.14
IEP/IFSP Amended/Annual Audiologist Assessment	$9.86
IEP/IFSP Hearing Check - Fitting/Orientation/Checking of Hearing Aid	$3.83
IEP, IFSP, IHSP Initial Audiology Treatment Service (**)	$6.02
IEP, IFSP, IHSP Additional Audiology Treatment Service (*)	$1.64
IEP/IFSP Initial/Triennial Nursing Assessment	$9.03
IEP/IFSP Amended/Annual Nursing Assessment	$5.16
IEP/IFSP Initial/Triennial Health/Nutrition Assessment (*)	$1.29
IEP/IFSP Annual/Amended Health/Nutrition Assessment (*)	$1.29
IEP, IFSP, IHSP Nutritional Counseling/Dietician Visit (*)	$1.29
IEP, IFSP, IHSP, Nursing Services (RN) (*)	$1.29
IEP, IFSP, IHSP Nursing Services (LVN) (*)	$0.66
IEP, IFSP, IHSP, School Health Aide Services (*)	$0.57
IEP/IFSP Initial/Triennial Physical Therapy Assessment	$15.61
IEP/IFSP Amended/Annual Physical Therapy Assessment	$10.84
IEP, IFSP, IHSP Initial (Individual) Physical Therapy (**)	$4.34
IEP, IFSP, IHSP Additional (Individual) Physical Therapy (*)	$1.35
IEP, IFSP, IHSP Initial (Group) Physical Therapy (**)	$1.45
IEP, IFSP, IHSP Additional (Group) Physical Therapy (*)	$0.45
IEP/IFSP Initial/Triennial Psychologist Assessment	$33.16
IEP/IFSP Annual/Amended Psychologist Assessment	$11.05
IEP/IFSP Initial/Triennial IEP/IFSP Psychosocial Status Assessment (*)	$1.23
IEP/IFSP Amended/Annual Psychosocial Status Assessment (*)	$1.23
IEP, IFSP, IHSP, Initial Individual Psychology/Counseling Treatment Service (**)	$5.07
IEP, IFSP, IHSP, Additional Individual Psychology/Counseling Treatment Service (*)	$1.38
IEP, IFSP, IHSP, Initial Group Psychology/Counseling Treatment Service (**)	$1.12
IEP, IFSP, IHSP, Additional Group Psychology/Counseling Treatment Service (*)	$0.23
IEP/IFSP Initial/Triennial Occupational Therapy Assessment	$15.17
IEP/IFSP Amended/Annual Occupational Therapy Assessment	$10.54
IEP, IFSP, IHSP Initial (Individual) Occupational Therapy (**)	$5.00
IEP, IFSP, IHSP Additional (Individual) Occupational Therapy (*)	$1.32
IEP, IFSP, IHSP Initial (Group) Occupational Therapy (**)	$1.67
IEP, IFSP, IHSP Additional (Group) Occupational Therapy (*)	$0.44
IEP/IFSP/IHSP Orientation and Mobility Assessment (*)	$1.32
IEP/IFSP/IHSP Orientation and Mobility Treatment (*)	$1.32
IEP/IFSP/IHSP Respiratory Care Assessment (*)	$1.29
IEP/IFSP/IHSP Respiratory Therapy Service (*)	$1.29
IEP/IFSP Speech Assessment (Behavioral and Qualitative Analysis of Voice Resonance)	$3.60
IEP/IFSP Speech Assessment (Evaluation of Sound Production)	$3.60
IEP/IFSP Speech Assessment (Evaluation of Sound Production, with language comprehension)	$7.20
IEP/IFSP Speech Assessment (Evaluation of Speech Fluency)	$4.20
IEP/IFSP/IHSP Individual Speech Therapy Treatment Services (**)	$4.55
IEP/IFSP/IHSP Individual Additional Speech Therapy Treatment Services (*)	$1.36
IEP/IFSP/IHSP Group Speech Therapy Treatment Services (**)	$1.67
IEP/IFSP/IHSP Group Additional Speech Therapy Treatment Services (*)	$0.45
Non-IEP Psychosocial Status Assessment/Re-Assessment (*)	$1.38
Non-IEP/IFSP Developmental Assessment(*)	$1.35
Non-IEP/IFSP Health Education/Anticipatory Guidance Assessment/Re-Assessment (*)	$1.38
Non-IEP/IFSP Health/Nutritional-Initial Health/Behavioral Assessment (*)	$1.29
Non-IEP/IFSP Hearing Assessment	$9.65
Non-IEP/IFSP Vision Assessment	$0.46
IEP/IFSP Medical Transportation one-way	$1.11
IEP/IFSP Ground Mileage (Per Mile)	$0.08
IEP, IFSP, IHSP Targeted Case Management	$1.29

Effective as of July 1, 2023
*Billed in 15 minute time increments
*Billed in 15-45 continuous minutes

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

TO: PURCHASING DEPT./DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: Special Education Department (School/Dept.) VENDOR NO. 20756

Submitted by: Anthony Colonna. Director

☑ **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: Partridge Consulting, Inc.

Address: 1644 Faith Dr City: Hughson State: CA Zip: 95326

Phone: (408) 316-5646 Email Address: _____

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on July 1, 2023, and will diligently perform as required and complete performance by June 30, 2024, 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").

Partridge Consulting will provide ongoing training, direct services, parent support, assessments, data analysis and program support to Alum Rock students diagnosed with autism. These services are provided district wide for the 2023-2024 school year and includes Extended School Year (ESY) for 22/23.

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:** $72,000 (describe rate agreement) $6,000 per month during the school year = $66,000 + $6,000 for ESY = $72,000

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6546	0	5815	00	5750	1190	000000	380	6546	66,000	
080	6500	0	5815	00	5750	1130	000000	380	1750	6,000	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Partridge Consulting Inc.
1644 Faith Dr.
Hughson CA 95326
408.316.5646

Responsibilities and Duties for Verbal Behavior Training Consultant

I provide individualized, data-based instruction, using a curriculum that focuses on the development of language skills for children with a diagnosis of Autism. The language instruction is based on an analysis of the student's existing Verbal Behavior. Positive behavioral interventions are designed to capture the student's existing motivation such that they have immediate benefits from using their skills both at home and at school. The primary objective of the program is to teach skills, which will allow the students to successfully transition into a higher level, educational environment where they will continue to acquire important skills. Therefore the emphasis of the program is to develop language and other educational skills, which will allow the students to readily acquire a variety of new skills without the need for intensive instruction. The program is designed to require a high rate of responding by the students throughout their school day while maintaining the student's motivation to participate in the educational tasks by providing a high ratio of positive reinforcement. Teaching occurs both during structured sessions and during ongoing activities outside of the structured teaching sessions. First Trial Data is collected to ensure that the students are acquiring the skills being taught in the teaching sessions. This service is based on a student's function in the school setting and is not based solely on medical diagnosis or language\cognitive delay. Eligibility for services will depend on educational needs, not just whether the child will benefit in some way from ABA. ABA is not intended to optimize skill levels but rather to develop as much as possible the foundations necessary for the child to purposely interact and benefit from his or her specific educational placement. ABA service is determined within the context of many issues including but not limited to, overall functional level, specific educational goals and objectives and /or class placement and functional language levels. ABA services can be provided through 1:1 and small group direct service, monitoring and consultation within the student's classroom, depending on which delivery model will best serve the needs of the child.

My duties include the initial assessment of students for ABA service. I provide a written assessment report for the student's IEP. I attend the student's IEP meetings to present my recommendations for service. I provide a written Progress Report and attend the student's annual IEP meetings as well as any other IEP team meetings. I also provide training and on-going supervision for the district therapists and teachers as needed on site in behavioral instructional methodology including reinforcement techniques, shaping of behavior, Discrete Trial Therapy, verbal behavior instruction, correction procedures, interspersal techniques, and data collection methods. The student's progress is constantly monitored and updated as well. Parent consultation is provided on an as needed basis

This proposal is for the upcoming year of July 1st 2023 -June 30, 2024. I am currently responsible for over 110 student's programs. Compensation to be at a rate $72,000 of per year

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. 021721

Submitted by: Jesus Araujo, Coordinator

☑ **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: Balco Holdings, Inc. (Bay Alarm Company)

Address: 5130 Commercial Circle City: Concord State: CA Zip: 94520

Phone: (800) 610-1000/ 1-800-470-1000 Email Address: Limor.Margalit@bayalarm.com

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

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on April 14, 2023, and will diligently perform as required and complete performance by June 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").

Bay Alarm will provide security services at Alum Rock District events. For example Copita Soccer Tournament and 8th grade promotion ceremonies.

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:** $ $50-$60 Hr (describe rate agreement) Bay Alarm has a minimum of 4 hours per event/site. $50 per hour for shifts 5 to 8 hours and $60 hour for 4 per hour shifts.

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
010	0000	0	5815	00	0000	3130	000000	340	7221	Master	

6. **TERMINATION:** This contract may be terminated by ARUESD at its sole discretion, upon 30-day advance written notice thereof to the Contractor, or canceled immediately by written mutual consent.

7. **INDEPENDENT CONTRACTOR STATUS:** This contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. In executing this agreement, the Contractor certifies that no one who has or who will have any financial interest under this agreement is an officer or employee of ARUESD. Additionally, as the Contractor is not an ARUESD employee, ARUESD is not responsible for obtaining workers' compensation insurance coverage for the Contractor.

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT

THIS ADDENDUM TO INDEPENDENT CONTRACTOR AGREEMENT (this "Addendum") is entered into effective as of March 16, 2023, by and between **BAY ALARM COMPANY**, a California corporation ("Contractor"), and **ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT** ("ARUESD").

WITNESSETH

WHEREAS, contemporaneous with the execution of this Addendum, the parties are entering into an Independent Contractor Agreement (the "Agreement") in connection with the work and services to be provided by Contractor as set forth in the Bay Alarm service agreement attached thereto (the "Bay Alarm Agreement"); and

WHEREAS, the parties desire to amend the Agreement as set forth in this Addendum.

AGREEMENT

NOW THEREFORE, with the intent of being legally bound hereby, in consideration of the mutual covenants and promises hereinafter set forth, and other good and valuable consideration, which the parties acknowledge is sufficient to create a legally binding agreement, the parties agree as follows:

1. Bay Alarm Agreement. To the extent that the provisions of the Bay Alarm Agreement do not conflict with the provisions of the Agreement, such provisions shall be incorporated into the Agreement, and the Bay Alarm Agreement shall be attached to the Agreement as Exhibit B.

2. Indemnification. Section 9 of the Agreement is deleted in its entirety and shall instead provide: "Contractor shall defend, indemnify and hold harmless ARUESD and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively referred to herein as "Indemnitees") from and against any and all losses, liabilities, damages, claims, demands, suits, actions, proceedings, costs and expenses including court costs and attorneys' fees, incurred by Indemnitees (a "Loss") (a) arising out of third party claims where any alarm system equipment provided and installed by Contractor at the site where Contractor is providing services under the Agreement (the "Location") is the sole and direct cause of any property damage or personal injury (as opposed to cases where failure or malfunction of the alarm system merely contributes to a loss or injury started from another source), or (b) where an employee or agent of Contractor causes personal injury or property damage while performing services at the Location. Notwithstanding the foregoing, in the event Contractor is found liable for a Loss allegedly or actually caused by or resulting from the failure of Contractor's products or services to prevent, deter or detect the event such products or services are intended to detect, deter or prevent, Contractor's maximum liability shall be Two Thousand Dollars ($2,000) as liquidated damages and not as a penalty and this liability shall be exclusive. ARUESD releases Contractor from any claims of any parties suing through ARUESD's authority or in its name, including but not limited to ARUESD's insurance provider, and ARUESD shall indemnify and defend Contractor against any such claim. This paragraph shall be controlling with respect to Contractor's liability and obligation to indemnify Indemnitees, and if there is any conflict or contradiction between this paragraph and any other provision of the Agreement, this paragraph shall govern. Each party will timely notify the other upon receipt of any third-party claim relating to the Agreement.

3. Insurance. Contractor shall provide the insurance and insurance certificate as set forth in its form Certificate of Insurance attached hereto as Attachment 1, and the parties agree that such insurance will satisfy ARUESD's requirements under the Agreement including but not limited to Section 10 of the Agreement and its exhibits. The parties agree that such insurance shall not be primary and non-contributory and shall provide a waiver of subrogation only for workers' compensation coverage.

4. Permits. The Agreement is amended to provide that Contractor shall invoice ARUESD for the cost of all permits in connection with the services provided to ARUESD by Contractor under the Agreement as required by any state, federal or local governmental agency.

5. Construction. This Addendum shall be deemed fully incorporated in the Agreement to which this Addendum is attached, and this Addendum, the Agreement and the Bay Alarm Agreement shall collectively be referred to as the "Agreement." All terms shall, unless expressly provided to the contrary herein, have the same respective meanings as set forth in the Agreement. Unless expressly provided to the contrary herein, to the extent that any provision of this Addendum conflicts with any provision of the Agreement, this Addendum shall control.

6. Severability. If any provision of this Addendum shall be deemed for any reason to be invalid, illegal or unenforceable, such provision shall be severed from the remainder of this Addendum, and that remainder shall continue in full force and effect.

(Signature page follows)

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first above written.

"Contractor"

BAY ALARM COMPANY
a California corporation

Michal Kubicki

Name: Michal Kubicki

Title: Corporate Counsel

"ARUESD"

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

By: Dr. Hilaria Bauer

Title: Superintendent

ALUM ROCK UNION SCHOOL DISTRICT

Devin Dickson
Enterprise Sales Account Representative
Bay Alarm Company
(925) 860-3127
Devin.DIckson@bayalarm.com

BAY ALARM
SINCE 1946

Services Summary

Dates: To be determined

Project Name: Alum Rock Union School District

Contact: Tracy Loftin

Venue: Security Agent Services

Services:

- Guard Patrol: Trained experts to patrol or stand guard on your property.
- Standing Guard: Security experts on site specially trained to keep your staff and property safe.

Bay Alarm to provide security agent services for approved dates and times. Specific event details needed prior to commitment of services. All security agent scheduling to be confirmed by Bay Alarm's Security Agent Services Department prior to issuing Bay Alarm agreement. Once dates are established and provided to Bay Alarm Company, agreements will be created listing the address, project name, and specific scope of work. Services will not begin until Bay Alarm agreement is signed.

Rates:

5 to 8 hours shifts	$50/hour
4 hours shifts	$60/hour

4 hours minimum

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

PURCHASE ORDER / CONTRACT ADJUSTMENT

P.O. No. _____ Contract No. 237060 Contract Original Amount: $22,000.00

Vendor Name: Lozano Smith LLP Vendor No. 021317

Please check:

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

CONTRACTS ONLY

Change Orders:

Contracts Original Amount	$22,000.00
Change Order #: 1	$12,000.00
Change Order #: 2	$26,000.00
Change Order #: _____	$_____
New Contract Total (including Change Orders)	$60,000.00

Line #	FD XXX	RESC XXXX	PY 0	OBJECT XXXX	SB-OB 00	GOAL XXXX	FCTN XXXX	CST-CTR 000000	LOC XXX	PROG XXXX	$ AMOUNT
1	010	0000	0	5810	00	0000	3130	000000	340	3220	$26,000.00
			0		00			000000			

Reason for Adjustment: Lozano Smith LLP provides remote legal consultation and professional development via phone, email and webinars regarding various school topics such as expulsion, section 504, bullying concerns, and Title IX. Increase for the 22-23 school year is necessary due to more legal consult being needed throughout the year.

School/Dept.: Student Services Requested by: Norma Flores

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

_____ Program Manager

_____ Purchasing Manager

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

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