ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

BOARD OF TRUSTEES

Regular Board Meeting
May 11, 2023

Thursday, May 11, 2023
REGULAR BOARD MEETING AGENDA

Type: REGULAR BOARD MEETING AGENDA
Time: 5:30 p.m.
Code: Regular #20-22/23

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/85942409059
Webinar ID: 859 4240 9059
Or One tap mobile:
+16699006833,85942409059# 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limited to, an announcement that an agenda item will be considered out of order, that consideration of an item has been withdrawn, postponed, rescheduled or removed from the Consent Calendar for separate discussion and possible action.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 - ARUESD 2023 Classified Employees of the Year

3.02 Special Recognition- Santa Clara County Office of Education 2022-2023 Classified School Employees of the Year

3.03 Special Presentation - Summer Extended Year Summer Program.

3.04 Teacher of the Year.

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

5.01 PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2023 - June 30, 2026.

5.02 PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2023 - June 30, 2026.

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 Approve Agreement with EHP for Workforce Housing Feasibility Study at the Renaissance at Mathson and District Office Sites.

6.02 Reject Bid Proposal from Bosco and Rebid RFP No.2223-Bonds31, Adelante II HVAC Pads and Paths.

6.03 Reject Bid Proposal from Bosco and Rebid RFP No.2223-Bonds32, McCollam HVAC Pads and Paths.

6.04 Reject Bid Proposal from Bosco and Rebid RFP No. 2223-Bonds33, Russo/McEntee HVAC Pads and Paths.

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

7.01 Approve the Memorandum of Understand (MOU) between Alum Rock Union Elementary School District and Kidango for the Administration of the California State Preschool Program (CSSP) Grant at the Cesar Chavez Early Learning Center.

7.02 Approve Renewal of Contract for Legal Services with Rehon and Roberts, APC.

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

8.01 Approve Adoption of The California Department of Education (CDE), Early Education Division (EED) grant to expand California State Preschool Program (CSPP) services in Alum Rock Union Elementary School District.

8.02 Approve Resolution No. 59-22/23 Aptitud Community Academy at Goss Revocation of Dependent Charter (Revert back to a district traditional school).

8.03 Leanlab Education Grant Award (Information Only).

8.04 Approve School Sponsored Field Trip List.

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

9.01 Resignations (Information Only).

9.02 Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2023 to June 30, 2026.

9.03 Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2023 to June 30, 2026.

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

10.01 Approve the contract with Black Oak Speech Therapy for the remainder of 2022/2023 School Year and extend into the 2023/2024 School Year. Black Oak Speech Therapy will provide speech and language therapy to students enrolled in ARUSD. Submitted by: Special Education Department. $176,000.00 dollars.

10.02 Approve the contract with Delta Healthcare Providers for the 2023/2024 School Year. Delta Healthcare provides speech therapy at various sites for students with identified needs per their student's IEP. Submitted by: Special Education Department. $152,200.00 dollars.

10.03 Approve the contract with ProSolve LLC. - Quest for the 2022/2023 Extended School Year Program. ProSolve will provide the Quest Camp experience which focuses on developing students' critical thinking, creativity, communication, and collaboration for up to 80 students at George and Sheppard Middle Schools. Submitted by: State and Federal Programs. $112,000.00 dollars.

10.04 Approve the contract with Think Together for the 2022/2023 Extended School Year Program. Think Together will provide summer learning recovery services for up to 280 students across two school sites (Ryan & Painter) Submitted by: State and Federal Programs. $336,723.00 dollars.

10.05 Approve the contract with YMCA of Silicon Valley for the 2022/2023 Extended School Year Program. YMCA of Silicon Valley and ARUSD are collaborating to offer extended summer learning opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills for up to 160 students across two sites (LUCHA & Adelante II). Submitted by: State and Federal Programs. $161,600.00 dollars.

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

11.01 Approve Contracts for Professional Services -Firms/Organizations.

11.02 Approve Memorandum(s) of Understanding.

11.03 Approve Acceptance of Donations.

11.04 Approve Fundraising Activities.

11.05 Approve Acceptance of Vendor & Payroll Warrants.

11.06 Approve Resolution No. 60-22/23 Inventory Disposal.

11.07 Approve/Ratify Notices of Employment and Changes of Status/May 11, 2023.

11.08 Approve CSEA, Teamsters, Supervisory, and Management Confidential Calendars for 2023 – 2024.

11.09 Current Enrollment (Information Only).

12. CLOSED SESSION

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

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

12.03 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATIONSignificant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: Claim for Damages of MG; Claim for Damages of HMN on behalf of minor RN; four additional potential cases.

12.04 CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION (Paragraph (1) of subdivision (d) of Section 54956.9): CTG Construction, Inc. v. Alum Rock Union Elem. School District, Santa Clara County Superior Court case no. 20CV367630; Alum Rock Union Elementary School District v. Karen Martinez, Santa Clara County Superior Court case no. 21CV381923; Alum Rock Union Elementary School District v. Dolores Marquez, Santa Clara County Superior Court case no. 20CV372554; Alum Rock Union Elementary School District v. Esau Herrera; Santa Clara County Superior Court case no. 21CV382117 Leal & Trejo, APC v. Alum Rock Union Elem. Sch. District, Santa Clara County Superior Court case no. 19CV356647; Alum Rock Union Elem. Sch. District v. Del Terra Real Estate Services, Inc., San Mateo County Superior Court case no. 20-CIV-02466; Office of Administrative Hearings, case no. 2023030398.

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

12.06 CONFERENCE WITH LEGAL COUNSEL--Appeal of Findings in Investigation Report (Gov. Code section 54957(b)(1); District's Administrative Regulation 4031).

13. RECONVENE TO OPEN SESSION

13.01 REPORT OF ACTION TAKEN IN CLOSED SESSION.

14. FUTURE BOARD AGENDA REQUESTS

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

15. ADJOURNMENT

15.01 President adjourns the meeting.

16. NEXT MEETING(S)

16.01 June 08, 2023 (2022-23 School Year).

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

3.01

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Special Recognition - ARUESD 2023 Classified Employees of the Year**

Staff Analysis:

Staff is honored to present our 2023 Classified Employees of the Year, as follows:

1. Luz Alcaraz – Custodial & Maintenance Services
2. Jimmy Do – Technical Services
3. Maria Espinoza-Aguirre – Clerical & Administrative Services
4. Jorge Herrera – Skilled Trades Services
5. Stephanie Leal-Vincente – Food & Nutrition Services
6. Sally Moti – Paraprofessional
7. Carmina Orozco – Health and Student Services
8. Yadira Quant – Transportation Services
9. Yolanda Rodriguez – Security Services

Submitted by: Dr. George Kleidon Title: Director, Human Resources

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

To the Board of Trustees: **Recognition**

Meeting: May 11, 2023
Regular Board Meeting

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 EDUCATION

To the Board of Trustees:

Subject: **Special Recognition- Santa Clara County Office of Education 2022-2023 Classified School Employees of the Year**

Staff Analysis:

Staff is honored to announce that Yolanda Rodriguez, Community Liaison at Renaissance at Mathson, Luz Alcaraz, Head Custodian at Lyndale Elementary, Yadira Quant, Bus Driver with the District and Sally Moti, Special Education Paraprofessional at LUCHA Elementary, are four of this year's recipients of the Santa Clara County Office of Education Classified School Employee of the Year award and will be celebrated on June14, 2023.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recognition

3.02
Agenda Placement

Meeting: May 11, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

3.03

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: May 2, 2023

Subject: **Summer Extended Year Summer Program - Presentation**

Staff Analysis: Staff will provide an overview of Extended Year Summer Programs for Summer 2021 including information on learning recovery programs and enrichment programs.

The Expanded Learning Opportunities Grant (ELOG) requires LEA's to implement a learning recovery program that provides supplemental instruction to specified student groups who have faced adverse learning circumstances.

Recommendation: Funding in coordination with our District LCAP allows Alum Rock to offer an array of summer opportunities for students.

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Presentation/Information

3.03

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union School District



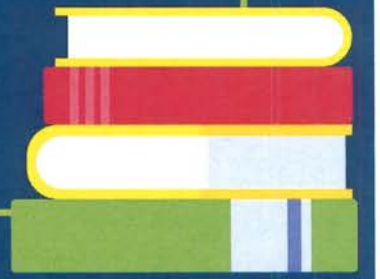
Alum Rock Summer Scholars

2023 Summer Programs

GENERAL INFORMATION

- Program Window: June 20th -July 1st
  - July 3rd and 4th - no class
- Program Days: Monday-Friday
- Program Hours: 8:00 am-12:00 pm
- Office hours: 7:30 am-12:30 pm
- Breakfast, Lunch & Supper offered daily
- 7 summer sites

(Ryan, Sheppard, Adelante II, LUCHA, George, Lyndale, Painter)



Registration

inplay

In Play is a non-profit organization whose mission is to connect kids and youth to summer programs that ignite their individual interests and talents, thereby reducing the achievement gap. This is Alum Rock's first year utilizing In Play's technology to invite families to register for summer programs. The invitation is sent by text to the parent's cell phone.



ARUSD Summer Registration Launch

- Target students priority registration
  April 6 - April 20
- Target + all other unduplicated students
  April 20 - April 30
- Everyone
  May 1

Program Offerings

Learning Recovery Programs

- **Elevate Math** is provided for students entering 3rd-7th grades
- **Springboard** is provided for students entering 1st- 3rd grades
- **ELD** Classes are provided for students entering 3rd -8th grades
- **B2K & B21** Classes are provided for students entering Kinder & 1st grade
- **SPED EYP** Classes are provided for students with IEPs
- **Jose Valdez Academy** is provided for students entering 5th - 8th grade

Program Offerings

Enrichment Programs

- **Computer Science Information** (CSI) is open to any student entering 6th-8th grades
- **Think Together Camp** is open to any student entering 1st-6th grades
- **Envisioneers** is a Project-Based Learning Program open to any student entering 6th - 8th grade
- **Jose Valdez Institute** is open to advanced students entering 6th - 8th grade
- **Summer Jazz Band** is open to current Jazz Band students by invitation only
- **Mariachi Camp** is open to any student entering 3rd - 8th grade
- **Little Heroes** will provide sports workshops for all students participating in our expanded summer programming.

Program Offerings

NEW 2023

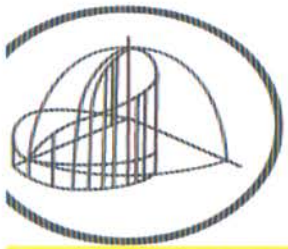
- **Galileo Design Camps** will introduce students to an innovative approach to learning and designing. This new program is open to any student entering 1st - 6th grade
- **Kodely** will provide design thinking workshops for students in Kindergarten and 1st grade as part of the expanded summer programming
- **KV Media Arts** will provide Media Arts workshops for students entering 3rd - 5th grade as part of our expanded summer programming
- **Quest Camp**

Program Offerings

Expanded Learning Opportunities -full day

ARUSD will provide a comprehensive nine hour expanded learning program integrating developmentally appropriate academics and enrichment activities

- Any TK-6 grade student is eligible to participate
- Prioritizing unduplicated pupils (students who are English Learners, eligible for free/reduced lunch, Foster Youth)
- No cost to ARUSD families
- Breakfast, Lunch and Supper will be provided to all students



VALDÉS M
Matemáticas pa

galileo



think
TOGETHER

springboard
COLLABORATIVE

the YMCA

ENVISIONEERS

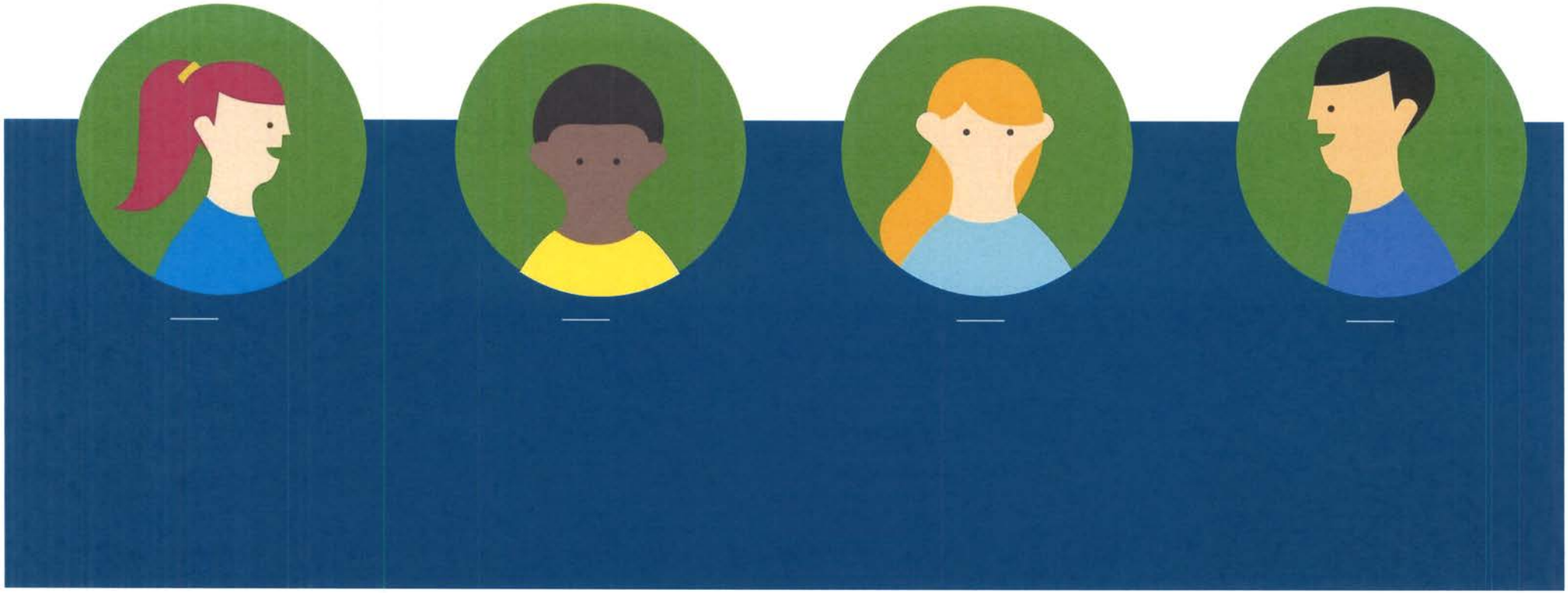
In partnership with CITIZEN SCHOOLS

HEROES

ELEVATE [MATH]

[CS] INNOVATE

We are looking forward to summer learning and fun!



Alum Rock Union School District



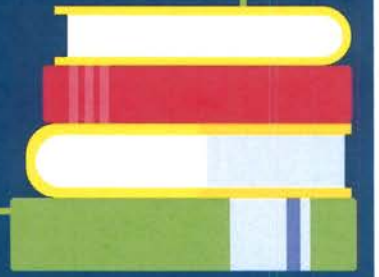
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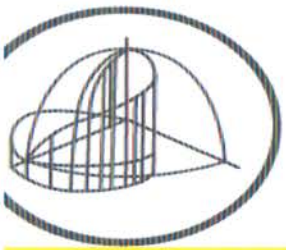
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TOGETHER

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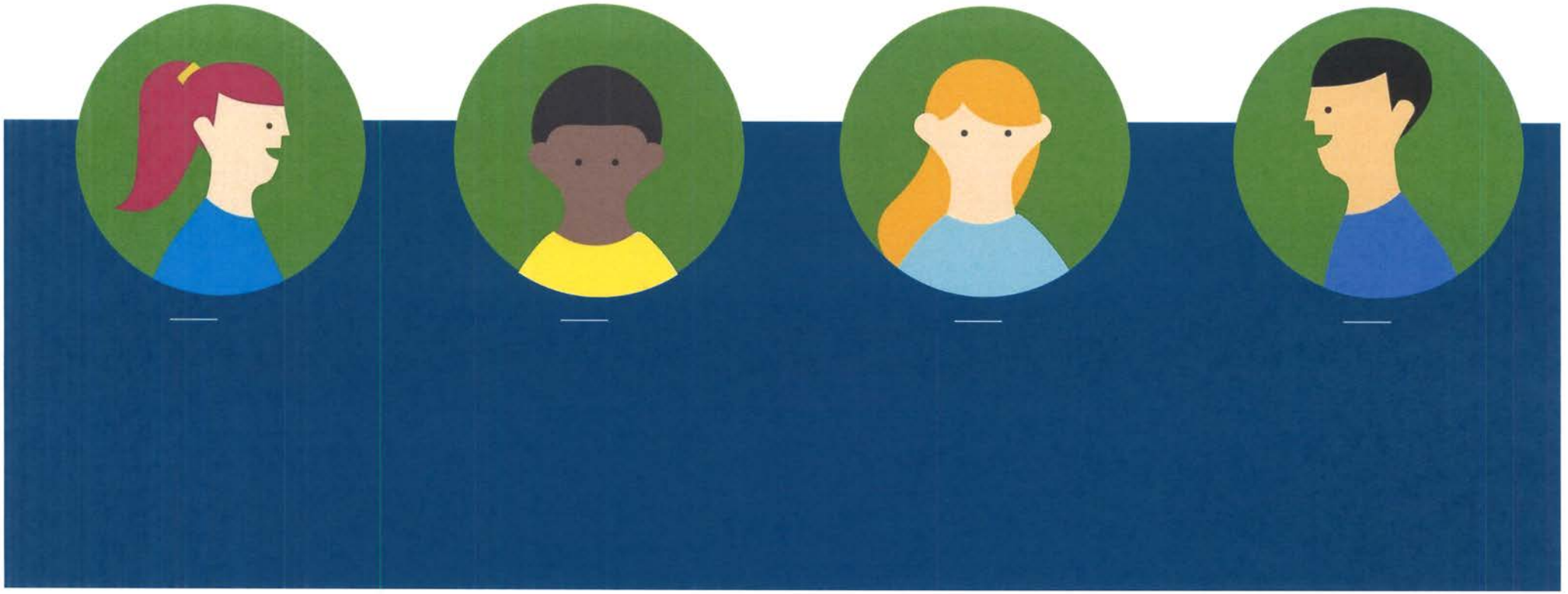
In partnership with CITIZEN SCHOOLS

HEROES

ELEVATE [MATH]

[CS] INNOVATE

We are looking forward to summer learning and fun!



3.04

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: April 21, 2023

Subject: **Teacher of the Year**
Staff wishes to recognize the 2023 Teacher of the Year

Staff Analysis: Each year, all schools in the district are invited to nominate an outstanding teacher for consideration as Teacher of the Year. Each school nominates one teacher based on the criteria provided by the Santa Clara County Office of Education. A committee reviews all nominations and selects one teacher to represent Alum Rock Union School District as the Teacher of the Year. *Erlina Munoz from Adelante Dual Language Academy has been chosen as Alum Rock's 2023 Teacher of the Year.*

Recognition Only

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

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recognition Only

3.04

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: **PUBLIC HEARING. District's Initial Bargaining Proposal to Open Negotiations with the Teamsters 150 for the period of July 1, 2023 - June 30, 2026.**

Staff Analysis:

The District wishes to open negotiations with Teamsters Local 150 for the period of July 1, 2023 – June 20, 2026. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, the District hereby presents its initial bargaining proposal to Teamsters Local 150 for the period of July 1, 2023 – June 20, 2026 for public hearing and comment.

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

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

Meeting: May 11, 2023 Regular Board Meeting

5.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

May 11, 2023

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

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. The District hereby submits its bargaining proposal for July 1, 2023 - June 30, 2026.

Article XI	Hours, Overtime, and Work Year
Article XII	Evaluation
Article XVII	Bargaining Unit Member and Dependent Insurance Coverage
Article XXI	Transportation
Article XXII	Pay and Allowance

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

Hilaria Bauer, Ph.D., Superintendent

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

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: **PUBLIC HEARING. Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2023 - June 30, 2026.**

Staff Analysis:

Teamsters Local 150 wishes to open negotiations with the District for the period of July 1, 2023 – June 20, 2026. Pursuant to the Educational Employment Relations Act (EERA), the parties cannot negotiate until public notice procedures are completed. These "sunshining" procedures require the proposals be presented to the public at an open Board Meeting.

Pursuant to the EERA, Teamsters Local 150 hereby presents its initial bargaining proposal to the District for the period of July 1, 2023 – June 20, 2026 for public hearing and comment.

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

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

Meeting: May 11, 2023 Regular Board Meeting

5.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4/26/23

Hilaria Bauer
Superintendent
Alum Rock USD
2930 Gay Ave.
San Jose, CA 95127

Dear Superintendent Bauer,

As we mentioned in our March 2023 letter Teamsters Local 150 would send under separate cover to the District the Articles that we wish to open to cover our members bargaining interests for our new three year agreement and for completion of the sunshine process. These articles are as follows:

Article 5-Duration
Article 6-Concerted Activities
Article 8-Transfer, Promotion and Reclassification
Article 10-Leaves
Article 14-Vacation and Holiday
Article 17-Bargaining Unit Member and Dependent Insurance
Article 21-Transportation
Article 22-Pay and Allowance

We look forward to yet another respectful and productive set of negotiations with the District and appreciate the professionalism that is always present when we meet to bargain with one another.

Sincerely,

Alan Daurie,
Business Agent

Teamsters Local 150

Alan Daurie
Business Agent
Phone: 916-392-7070 Ext. 24
Email: Alan150@aol.com
7120 East Parkway
Sacramento, CA 95823
www.teamsters150.org

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 TRUSTEES

To the Board of Trustees: Date: May 11, 2023

Subject: Approve Contract with EHP as Consultant for Workforce Housing Feasibility Study.

Staff Analysis: On March 30, 2023, the Board of Trustees interviewed three (3) firms that responded to the District's Request for Proposals for the development of feasibility study regarding workforce housing and authorized the Administration to negotiate a contract with EHP, who received the highest score on the basis of demonstrated competence and qualifications for the types of services to be performed. Attached is the proposed contract between the District and EHP for the Board's consideration.

Recommendation: Staff recommends that the Board of Trustees approve the contract with EHP.

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommend Approval

6.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

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

6.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: May 11, 2023

To the Superintendent of Schools

Subject: **Rejection of Bid Package and Contract for #B2223-Bonds31 at Adelante Academy II**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the HVAC systems at Adelante Academy II require replacement.

As a result, a request for proposal B2223-Bonds31 was issued in support of the larger HVAC replacement project to get work started as soon as possible under CUPCCAA provisions. The project scope included construction of concrete pads, equipment enclosures, and paths.

The following bid(s) were received.

Bidder Name	**Contact Bid Amount**
Bosco Construction Services, Inc.	$193,200 ($168,000 Base + Contingency/Allowance)

A lack of contractor participation in the bidding process compromises the public interest of competitive pricing and fairness, efficiency, and security in construction of public facilities. This project scope can be re-integrated into the overall formal project scope to ensure effective and efficient use of public resources.

Recommendation: Staff recommend the Board of Trustees reject all bids pursuant to PCC Section 20111(b)(1).

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

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommended Approval
6.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BID FORM AND PROPOSAL

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Bosco Construction Services Inc
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2223-Bonds31** ("Work") for the following project known as:

B2223-Bonds31 ADELANTE II HVAC PADS AND PATHS

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One hundred Sixty eight thousand dollars $ 168,000
BASE BID

Additive/Deductive Alternates:

Alternate # 1

One hundred eighty four thousand eight hundred dollars $ 184,800
Additive/~~Deductive~~

Scope:
TEN PERCENT (10%) Construction Contingency

Alternate # 2

One hundred ninety three thousand two hundred dollars $ 193,200
Additive/~~Deductive~~

Scope:
FIFTEEN PERCENT (15%) Allowance for Additional Path of Travel work as may be deemed necessary by the Department of the State Architect (DSA) during backcheck appointment

Alternate # 3

forty nine thousand six hundred five dollars $ 49,605

Additive/Deductive

Scope: District to purchase enclosures

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

4. **The liquidated damages clause of the Agreement is hereby acknowledged.**

5. It is understood that the District reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on the District's form or other security
   - Registered Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration

7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 5-1-23	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a **A** license.

9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

ADDENDUM No. 1 FOR

RFQ/P No 2223-Bonds31 ADELANTE II HVAC PADS & PATHS

PLEASE SEE THE CHANGES/ADDITIONAL INFORMATION PROVIDED BELOW:

Item#1 Engineering Estimate:
An engineering estimate has been provided in response to a RFI:

Please submit a signed copy of this addendum with your RFQ/P response.

Company name: Bosco Construction Services Inc

Signature: _____

Print Name: Leon Schuper Date: 5/1/23

Stone Creek Engineering, Inc.
Prepared for: Sixth Dimension
Project Owner: Alum Rock Union Elementary School District
Project: HVAC Pads and Paths - Exhibit A Scope of Work
Location: San Jose, CA
Designed by: Studio W Architects
Tab Name: Adalante Academy
Date: April 18, 2023

Design Level: 100% Construction Documents

New Construction: 0 sf
Renovation: 0 sf
Total GSF: 0 sf

TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
02 41 00	**DEMOLITION**				
02 41 00	Remove (E) Garden Beds	1	ls	$2,500.00	$2,500
02 41 00					
02 41 00	**DEMOLITION**				**$2,500**
32 12 00	**SITE PAVING**				
32 12 00	Concrete Pads for HVAC Unit	493	sf	$35.00	$17,255
32 12 00	Concrete Paving	434	sf	$30.00	$13,020
32 12 00	Patch AC to Concrete	23	lf	$50.00	$1,150
32 12 00	Restripe 4" Parking Lines	354	sf	$2.50	$885
32 12 00					
32 12 00	**SITE PAVING**				**$32,310**
32 80 00	**LANDSCAPE AND IRRIGATION**				
32 80 00	Reroute Sprinkler Heads and Irrigation Lines	1	ls	$1,200.00	$1,200
32 80 00					
32 80 00	**LANDSCAPE AND IRRIGATION**				**$1,200**
32 31 00	**FENCES & GATES**				
32 31 00	(N) Hardware and Outward Swing for (E) Gate	1	ea	$12,500.00	$12,500
32 31 00	(N) Panic Hardware for (E) Gate	1	ea	$7,500.00	$7,500
32 31 00	Mechanical Enclosure	119	lf	$250.00	$29,750
32 31 00	Mechanical Enclosure - Top Cover	434	sf	$18.00	$7,812
32 31 00	Access Gates	4	ea	$3,750.00	$15,000
32 31 00	Access Gate Hardware	4	ea	$600.00	$2,400
32 31 00					
32 31 00	**FENCES & GATES**				**$74,962**
Total	**Subtotal subcontractor cost**				**$110,972**
	General Conditions	18.00%			$19,975
	General Contractor Markup	6.00%			$7,857
	General Contractor Bonds & Insurance	2.90%			$4,025
	Design Contingency	0.00%			$0
	Construction Contingency	10.00%			$14,283
	Current Construction Cost				**$157,112**

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 2 day of May 20 23

Name of Bidder Bosco Construction Services, Inc.

Type of Organization Corporation S

Signature

Print Name Leon Schaper

Title Secretary

Address of Bidder 1177 N 15th St., San Jose, CA 95112

Taxpayer's Identification No. of Bidder 27-3048630

Telephone Number 866-233-2248

Fax Number N/A

E-mail info4@Boscoco.com Web page www.boscoco.com

Contractor's License No(s): No.: 952978 Class: A,B, C33 Expiration Date: 10/31/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000031375

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services, Inc

Signature: _____

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **B2223-Bonds31 ADELANTE II HVAC PADS AND PATHS**

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached ___ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

__X__ I certify that Marcos Mora (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Alum Rock Union School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services, Inc.

Signature: _____

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Secretary of

Bosco Construction Services, Inc.s, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the 2 day of May, 2023 at San Jose [city], **CALIFORNIA** [state].

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services, Inc.

Signature:

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Bosco Construction Services, Inc., as Principal ("Principal"),

and The Ohio Casualty Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ *and authorized to do business as a surety in the State of California, are held and firmly bound unto the Alum Rock Union School District ("District") of Santa Clara County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

ten percent of the amount bid---------- Dollars ($ 10%----------)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **B2223-Bonds31 ADELANTE II HVAC PADS AND PATHS**

("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

*New Hampshire

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 1st day of May, 2023.

Bosco Construction Services, Inc.
Principal

By

The Ohio Casualty Insurance Company
Surety

By Vincent M. Scolari, Attorney-In-Fact

Nicholas Hernandez
Name of California Agent of Surety

1340 Treat Blvd., Suite 400, Walnut Creek CA 94597
Address of California Agent of Surety

925-210-9427
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On May 1, 2023 before me, P. K. Simicich, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vincent M. Scolari,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

P. K. SIMICICH
Notary Public - California
Santa Clara County
Commission # 2302862
My Comm. Expires Sep 21, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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Liberty Mutual. SURETY

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196862-971768

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Bachan, Charles M. Griswold, Wendy R. Pastora, Yesenia Rivera, Vincent M. Scolari, Patricia K. Simicich

all of the city of San Jose state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

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

6.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: May 11, 2023

To the Superintendent of Schools

Subject: **Rejection of Bid Package and Contract for #B2223-Bonds32 at Millard McCollam Elementary School**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the HVAC systems at Millard McCollam Elementary School require replacement.

As a result, a request for proposal B2223-Bonds32 was issued in support of the larger HVAC replacement project to get work started as soon as possible under CUPCCAA provisions. The project included construction of concrete pads, equipment enclosures, and paths.

The following bids were received.

Bidder Name	**Contact Bid Amount**
Bosco Construction Services, Inc.	$251,800 ($219,000 Base + Contingency/Allowance)

Pursuant to PCC Section 22032(b), the limit for public projects is $200,000 or less. The sole bid received is above the allowed CUPCCA limit. Public projects at a cost of more than $200,000 must use formal bidding procedures to let the contract pursuant to PCC Section 22032(c).

Recommendation: Staff recommends the Board of Trustees reject all bids pursuant to PCC Section 22032(b).

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

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommended Approval

6.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BID FORM AND PROPOSAL

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Bosco Construction Services Inc
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2223-Bonds32** ("Work") for the following project known as:

B2223-Bonds32 MCCOLLAM ES HVAC PADS AND PATHS

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

Two hundred nineteen thousand dollars $ 219,000
BASE BID

Additive/Deductive Alternates:

Alternate # 1

Two hundred forty thousand nine hundred dollars $ 240,900
Additive/~~Deductive~~

Scope:
TEN PERCENT (10%) Construction Contingency

Alternate # 2

Two hundred fifty one thousand eight hundred dollars $ 251,800
Additive/~~Deductive~~

Scope:
FIFTEEN PERCENT (15%) Allowance for Additional Path of Travel work as may be deemed necessary by the Department of the State Architect (DSA) during backcheck appointment

Alternate # 3

Ten Thousand dollars dollars $ 10,000
Additive/~~Deductive~~

Scope:
EXHIBIT B – ADDITIVE ALTERNATES
Task 17 BLDG D Tree and Gate

Alternate # 4

Seventy thousand dollars $ 70,000
Additive/Deductive

Scope: District to purchase enclosures

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

4. **The liquidated damages clause of the Agreement is hereby acknowledged.**

5. It is understood that the District reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on the District's form or other security
   - Registered Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration

7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 5/2/23	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a **A** license.

9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

ADDENDUM No. 1 FOR

RFQ/P No 2223-Bonds32 MCCOLLUM ES HVAC PADS & PATHS

PLEASE SEE THE CHANGES/ADDITIONAL INFORMATION PROVIDED BELOW:

Item#1 Engineering Estimate:
An engineering estimate has been provided in response to a RFI:

Please submit a signed copy of this addendum with your RFQ/P response.

Company name: Bosco Construction Services Inc

Signature: _____

Print Name: Leon Schuper Date: 5/1/23

Stone Creek Engineering, Inc.
Prepared for: Sixth Dimension
Project Owner: Alum Rock Union Elementary School District
Project: HVAC Pads and Paths - Exhibit A Scope of Work
Location: San Jose, CA
Designed by: Studio W Architects
Tab Name: McCollam Elementary School
Date: April 18, 2023

Design Level: 100% Construction Documents

New Construction: 0 sf
Renovation: 0 sf
Total GSF: 0 sf

TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
02 41 00	**DEMOLITION**				
02 41 00	Remove (E) Tree	1	ea	$650.00	$650
02 41 00	Remove (E) Concrete Wheel Stop	1	ea	$150.00	$150
02 41 00	Remove (E) Accessible Striping	202	sf	$2.00	$404
02 41 00	Demo (E) AC Paving	336	sf	$5.00	$1,680
02 41 00	Demo (E) Fence	18	lf	$75.00	$1,350
02 41 00	Demo (E) Gate	2	ea	$500.00	$1,000
02 41 00	Demo (E) Landscape	279	sf	$5.00	$1,395
02 41 00					
02 41 00	**DEMOLITION**				**$6,629**
32 12 00	**SITE PAVING**				
32 12 00	Concrete Pads for HVAC Unit	963	sf	$35.00	$33,705
32 12 00	Accessible Sloped AC Walkway	373	sf	$30.00	$11,190
32 12 00	Truncated Domes	31	sf	$65.00	$2,015
32 12 00	International Symbol of Accessibility	2	ea	$375.00	$750
32 12 00					
32 12 00	**SITE PAVING**				**$47,660**
32 16 00	**CONCRETE CURBS AND GUTTERS**				
32 16 00	Concrete Curb	40	lf	$35.00	$1,400
32 16 00					
32 16 00	**CONCRETE CURBS AND GUTTERS**				**$1,400**
32 80 00	**LANDSCAPE AND IRRIGATION**				
32 80 00	Reroute Sprinkler Heads and Irrigation Lines	1	ls	$2,000.00	$2,000
32 80 00	Extended Irrigation System	196	sf	$6.00	$1,176
32 80 00	Mulch	196	sf	$1.50	$294
32 80 00	Low Maintenance Plants	6	ea	$150.00	$900
32 80 00					
32 80 00	**LANDSCAPE AND IRRIGATION**				**$4,370**
32 31 00	**FENCES & GATES**				
32 31 00	(N) Panic Hardware for (E) Gate	2	ea	$7,500.00	$15,000
32 31 00	6' Chain-link Fence	11	lf	$125.00	$1,375
32 31 00	Mechanical Enclosure	168	lf	$250.00	$42,000
32 31 00	Mechanical Enclosure - Top Cover	632	sf	$18.00	$11,376
32 31 00	Access Gate	6	ea	$3,750.00	$22,500
32 31 00	Access Gate Hardware	6	ea	$600.00	$3,600
32 31 00	4'x6' Single Pedestrian Gate	2	ea	$1,650.00	$3,300
32 31 00	Fence Footing	6	ea	$900.00	$5,400
32 31 00	Accessible Parking Signage	1	ea	$650.00	$650
32 31 00	Entry Warning Sign	1	ea	$1,250.00	$1,250
32 31 00					
32 31 00	**FENCES & GATES**				**$106,451**
Total	**Subtotal subcontractor cost**				**$177,553**
	General Conditions	18.00%			$31,960
	General Contractor Markup	6.00%			$12,571
	General Contractor Bonds & Insurance	2.90%			$6,440
	Design Contingency	0.00%			$0
	Construction Contingency	10.00%			$22,852
	Current Construction Cost				**$251,376**

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 2 day of May 20 23

Name of Bidder Bosco Construction Service, Inc

Type of Organization Corperation S

Signature _____

Print Name Leon Schaper

Title Secretary

Address of Bidder 1177 N 15th St. San Jose, CA., 95112

Taxpayer's Identification No. of Bidder 27-3048630

Telephone Number 866-233-2248

Fax Number N/A

E-mail info4@comcast.net Web page ww.boscoco.com

Contractor's License No(s): No.: 952978 Class: A,B,C33 Expiration Date: 10/31/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000031375

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Bosco Construction Services, Inc., as Principal ("Principal"),

and The Ohio Casualty Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ *and authorized to do business as a surety in the State of California, are held and firmly bound unto the Alum Rock Union School District ("District") of Santa Clara County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

ten percent of the amount bid---------- Dollars ($ 10%----------)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **B2223-Bonds32 MCCOLLAM ES HVAC PADS AND PATHS**

("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

*New Hampshire

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 1st day of May, 20 23.

Bosco Construction Services, Inc.
Principal

By

The Ohio Casualty Insurance Company
Surety

By Vincent M. Scolari, Attorney-In-Fact

Nicholas Hernandez
Name of California Agent of Surety

1340 Treat Blvd., Suite 400, Walnut Creek CA 94597
Address of California Agent of Surety

925-210-9427
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On May 1, 2023 before me, P. K. Simicich, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vincent M. Scolari,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

P. K. SIMICICH
Notary Public - California
Santa Clara County
Commission # 2302862
My Comm. Expires Sep 21, 2023

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196862-971768

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Bachan, Charles M. Griswold, Wendy R. Pastora, Yesenia Rivera, Vincent M. Scolari, Patricia K. Simicich

all of the city of San Jose state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: R and M Paving

CA Cont. Lic. #: 456578 Location: Milpitas

DIR Registration #: 1000002888

Portion of Work: Paving

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services Inc

Signature: _____

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **B2223-Bonds32 MCCOLLAM ES HVAC PADS AND PATHS**

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached ___ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

__X__ I certify that Marcos Mora (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Alum Rock Union School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services, Inc.

Signature: _____

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Secretary of

Bosco Construction Services, Inc, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the 2 day of May, 2023 at San Jose [city], **CALIFORNIA** [state].

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services, Inc.

Signature:

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

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

6.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: May 11th, 2023

To the Superintendent of Schools

Subject: **Rejection of Bid Package and Contract for #B2223-Bonds33 at Russo McEntee Academy**

Staff Analysis: Based on site inspections and assessment of conditions at various school sites, District Staff and Program Manager Cumming Group, determined the HVAC systems at Russo McEntee Academy require replacement.

As a result, a request for proposal B2223-Bonds33 was issued in support of the larger HVAC replacement project to get work started as soon as possible under CUPCCAA provisions. The project included construction of concrete pads, equipment enclosures, and paths.

The following bids were received.

Bidder Name	**Contact Bid Amount**
Bosco Construction Services, Inc.	$213,900 ($186,000 Base + Contingency/Allowance)

Pursuant to PCC Section 22032(b), the limit for public projects is $200,000 or less. The contingency and allowance for this project are required to address unforeseen conditions and potential changes to the work. While the base bid is below this limit, the overall contact value of the sole bid received is above the allowed CUPCCA limit. Public projects at a cost of more than $200,000 must use formal bidding procedures to let the contract pursuant to PCC Section 22032(c).

Recommendation: Staff recommend the Board of Trustees reject all bids pursuant to PCC Section 20111(b)(1).

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

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

To the Board of Trustees: Meeting: May 11th, 2023
Regular Board Meeting

Recommended Approval

6.04
Agenda Placement

Hilaria Bauer
Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

BID FORM AND PROPOSAL

To: Governing Board of Alum Rock Union School District ("District" or "Owner")

From: Bosco Construction Services Inc
(Proper Name of Bidder)

The undersigned declares that the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, have been read, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. **B2223-Bonds33** ("Work") for the following project known as:

B2223-Bonds33 RUSSO HVAC PADS AND PATHS

("Project") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

One hundred eighty Six Thousand dollars $ 186,000
BASE BID

Additive/Deductive Alternates:

Alternate # 1

Two hundred and four Thousand six hundred dollars $ 204,600
Additive/~~Deductive~~

Scope:
TEN PERCENT (10%) Construction Contingency

Alternate # 2

Two hundred thirteen thousand nine hundred dollars $ 213,900
Additive/~~Deductive~~

Scope:
FIFTEEN PERCENT (15%) Allowance for Additional Path of Travel work as may be deemed necessary by the Department of the State Architect (DSA) during backcheck appointment

Alternate # 3

Sixty thousand dollars dollars $ 60,000

Additive/Deductive>

Scope: District to purchase enclosures

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) as described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.

2. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager or other official point of contact for the District before Bid date to verify the issuance of any clarifying Addenda.

3. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all Work within the time specified in the Contract Documents.

4. **The liquidated damages clause of the Agreement is hereby acknowledged.**

5. It is understood that the District reserves the right to reject this Bid and that the Bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.

6. The following documents are attached with this Bid Form and Proposal:

   - Bid Bond on the District's form or other security
   - Registered Subcontractors List
   - Site Visit Certification
   - Non-Collusion Declaration

7. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. 1, Dated 5/1/23	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

8. Bidder acknowledges that the license required for performance of the Work is a **A** license.

9. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.

10. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.

ADDENDUM No. 1 FOR

RFQ/P No 2223-Bonds33 RUSSO HVAC PADS & PATHS

PLEASE SEE THE CHANGES/ADDITIONAL INFORMATION PROVIDED BELOW:

Item#1 Engineering Estimate:
An engineering estimate has been provided in response to a RFI:

Please submit a signed copy of this addendum with your RFQ/P response.

Company name: Bosco Construction Services Inc

Signature: JJ

Print Name: Leon Schafer Date: 5/1/23

Stone Creek Engineering, Inc.
Prepared for: Sixth Dimension
Project Owner: Alum Rock Union Elementary School District
Project: HVAC Pads and Paths - Exhibit A Scope of Work
Location: San Jose, CA
Designed by: Studio W Architects
Tab Name: Russo-McEntee Academy
Date: April 18, 2023

Design Level: 100% Construction Documents

New Construction:	0 sf
Renovation:	0 sf
Total GSF:	0 sf

TRADE	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST - SUB
02 41 00	**DEMOLITION**				
02 41 00	Remove (E) Tree	1	ea	$650.00	$650
02 41 00	Remove (E) 'No Parking' Lettering	1	ea	$250.00	$250
02 41 00	Demo (E) AC Paving	57	sf	$5.00	$285
02 41 00	Demo (E) Fence	35	lf	$50.00	$1,750
02 41 00	Demo (E) Gate	1	ea	$500.00	$500
02 41 00					
02 41 00	**DEMOLITION**				**$3,435**
32 12 00	**SITE PAVING**				
32 12 00	Concrete Pads for HVAC Unit	623	sf	$35.00	$21,805
32 12 00	AC Paving	35	sf	$50.00	$1,750
32 12 00	Truncated Domes	23	sf	$65.00	$1,495
32 12 00	International Symbol of Accessibility	2	ea	$375.00	$750
32 12 00	12" High 'No Parking' Painted Block Letters	1	ea	$400.00	$400
32 12 00					
32 12 00	**SITE PAVING**				**$26,200**
32 16 00	**CONCRETE CURBS AND GUTTERS**				
32 16 00	Wheel Stop	2	ea	$350.00	$700
32 16 00					
32 16 00	**CONCRETE CURBS AND GUTTERS**				**$700**
32 31 00	**FENCES & GATES**				
32 31 00	(N) Panic Hardware for (E) Gate	1	ea	$7,500.00	$7,500
32 31 00	6' Chain-link Fence	8	lf	$250.00	$2,000
32 31 00	Mechanical Enclosure	161	lf	$250.00	$40,250
32 31 00	Mechanical Enclosure - Top Cover	623	sf	$18.00	$11,214
32 31 00	Access Gate	6	ea	$3,750.00	$22,500
32 31 00	Access Gate Hardware	6	ea	$600.00	$3,600
32 31 00	4'x6' Pedestrian Gate	1	ea	$1,650.00	$1,650
32 31 00	Fence Footing	2	ea	$900.00	$1,800
32 31 00	Accessible Parking Signage (Mounted to Fence)	1	ea	$400.00	$400
32 31 00					
32 31 00	**FENCES & GATES**				**$90,914**
Total	**Subtotal subcontractor cost**				**$121,294**
	General Conditions	18.00%			$21,833
	General Contractor Markup	6.00%			$8,588
	General Contractor Bonds & Insurance	2.90%			$4,400
	Design Contingency	0.00%			$0
	Construction Contingency	10.00%			$15,612
	Current Construction Cost				**$171,727**

11. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

12. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

13. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.

14. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.

15. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this 2 day of May 2023

Name of Bidder Bosco Construction Services, Inc

Type of Organization Corporation S

Signature _____

Print Name Leon Schaper

Title Secretary

Address of Bidder 1177 N 15th St, San Jose, CA 95112

Taxpayer's Identification No. of Bidder 27-3048630

Telephone Number 866-233-2248

Fax Number N/A

E-mail Info4@boscoco.com Web page www.boscoco.com

Contractor's License No(s): No.: 952978 Class: A,B,C33 Expiration Date: 10/31/2024

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: 1000031375

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, Bosco Construction Services, Inc., as Principal ("Principal"),

and The Ohio Casualty Insurance Company, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of ~~California~~ *and authorized to do business as a surety in the State of California, are held and firmly bound unto the Alum Rock Union School District ("District") of Santa Clara County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

ten percent of the amount bid---------- Dollars ($ 10%----------)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: **B2223-Bonds33 RUSSO HVAC PADS AND PATHS**

("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

*New Hampshire

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

IN WITNESS WHEREOF, this instrument has been duty executed by the Principal and Surety above named, on the 1st day of May, 2023.

Bosco Construction Services, Inc.
Principal

By

The Ohio Casualty Insurance Company
Surety

By Vincent M. Scolari, Attorney-In-Fact

Nicholas Hernandez
Name of California Agent of Surety

1340 Treat Blvd., Suite 400, Walnut Creek CA 94597
Address of California Agent of Surety

925-210-9427
Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Santa Clara)

On May 1, 2023 before me, P. K. Simicich, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Vincent M. Scolari,
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

P. K. SIMICICH
Notary Public - California
Santa Clara County
Commission # 2302862
My Comm. Expires Sep 21, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8196862-971768**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, David J. Bachan, Charles M. Griswold, Wendy R. Pastora, Yesenia Rivera, Vincent M. Scolari, Patricia K. Simicich

all of the city of San Jose state of California each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 18th day of September, 2018.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 18th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of May, 2023.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

No. 5133-4

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

The Ohio Casualty Insurance Company

of New Hampshire, organized under the laws of New Hampshire, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation, Common Carrier Liability, Boiler and Machinery, Burglary, Credit, Sprinkler, Automobile and Miscellaneous

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 19th day of March, 2013, I have hereunto set my hand and caused my official seal to be affixed this 19th day of March, 2013.*

Dave Jones
Insurance Commissioner

By

Valerie J. Sarfaty
for Nettie Hoge
Chief Deputy

NOTICE:
Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: Rand M Paving

CA Cont. Lic. #: 456578 Location: Milpitas

DIR Registration #: 1000002888

Portion of Work: Paving

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services Inc

Signature: _____

Print Name: Leon Schafer

Title: Secretary

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: **B2223-Bonds33 RUSSO HVAC PADS AND PATHS**

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached ___ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

XX I certify that Marcos Mora (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Alum Rock Union School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Services, Inc.

Signature: _____

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

NON-COLLUSION DECLARATION
To Be Executed By Bidder And Submitted With Bid
Public Contract Code Section 7106

The undersigned declares:

I am the Secretary of

Bosco Construction Services, Inc, the party making the foregoing Bid.

The Bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham Bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham Bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Bid price of the Bidder or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price, or of that of any other Bidder. All statements contained in the Bid are true. The Bidder has not, directly or indirectly, submitted his or her Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham Bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on the 2 day of May, 2023 at San Jose [city], **CALIFORNIA** [state].

Date: 5/2/23

Proper Name of Bidder: Bosco Construction Servicses, Inc

Signature:

Print Name: Leon Schaper

Title: Secretary

END OF DOCUMENT

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 7.01
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 Memorandum of Understand (MOU) between Alum Rock Union Elementary School District and Kidango for the Administration of the California State Preschool Program (CSSP) Grant at the Cesar Chavez Early Learning Center.**

Recommendation: Staff recommends that the Board of Trustees approve the MOU between ARUSD and Kidango for the Administration of the California State Preschool Program Grant at the Cesar Chavez Early Learning Center.

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

To the Board of Trustees:

Meeting: May 11, 2023
Regular Board Meeting

Recommended Approval

7.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Memorandum of Understanding
between Alum Rock Union School District
and Kidango

This Memorandum of Understanding (MOU) is between Kidango, Inc., hereinafter referred to as "Kidango" and Alum Rock Union School District, hereinafter referred to as "ARUSD" as approved by the Board of Education on [INSERT DATE].

This MOU is for the purpose of laying out the terms and understandings of the parties' agreement to provide preschool services at the following locations:

Cesar Chavez Early Learning Center (CCELC), 2000 Kammerer Ave., San Jose, CA 95116
Cesar Chavez, 1990 Kammerer Ave., San Jose, CA 95116

Term

The term of this MOU shall be for three years, from July 1, 2022 to June 30, 2025. ARUSD reserves the right to reduce the number of classrooms provided, as set forth under "Scope of Services - General Responsibilities", based on Kidango enrollment. Kidango will provide enrollment information no later than January 30 of the current year and May 30 for the following year. This information will be used as the basis for the number of classrooms provided the following year.

Funding contingency

Funding for this Agreement is contingent upon the appropriation and availability of funds from the State. Consequently, this Agreement is not effective until the State signs the current application that approves the spending of the funds.

Scope of Services General Responsibilities

Kidango will provide California State Preschool Program (CSPP) services in up to 15 classrooms. These will be both full-day and part-day classrooms.

In California, many of the Head Start programs use both Head Start funding and California federal and state early education funding to provide full-year and full-day services for children and families who qualify. Kidango is one of approximately one hundred (100) grantees or delegate agencies that have contracts with the California Department of Education (CDE), to administer general child care and/or State Preschool programs. Similar to other agencies, Kidango has programs that are both located at the same site. Under this MOU, Kidango may also include Head Start or Early Head Start services in the classrooms on this site. Kidango and ARUSD will use braiding and blending of funds for these programs.

The classrooms and outside play area will be made available by ARUSD, pursuant of the Joint Use Agreement between Kidango and ARUSD. Kidango will ensure that all services are provided in full compliance with all applicable federal, state and local laws and regulations. Enrollment and eligibility, staffing, curriculum and full compliance with funding terms and restrictions shall be the sole responsibility of Kidango.

KIDANGO acknowledges that the goals of ARUSD's Early Learning Program are to:

1. Provide a high quality, developmentally appropriate program for preschoolers.
2. Promote early literacy;
3. Support strong emotional development for young children encouraging creativity and curiosity of thought;
4. Support strong family engagement; and
5. Provide child care and parenting education to pregnant and teen parenting students so they may successfully complete high school and move to post-secondary.

KIDANGO agrees that the criteria for enrollment in the PROGRAM will be outlined in the California Department of Education Funding terms and conditions (FT&C):

1. Neglected or abused children who are recipients of child protective services
2. Children who are at risk of being neglected or abused
3. Lowest ranked families determined by eligibility schedule adopted by CDE Child
4. Nutrition Services Division.

Kidango Responsibilities

KIDANGO shall:

1. Conduct a Development full-day program for preschoolers as of September 1 of the program year, which conforms to the CSPP and existing ARUSD and philosophies; any changes to these agreement amounts are requested in advance of services being approved and implemented.
2. KIDANGO shall afford first priority in enrollment to all ARUSD students.
3. Maintain records for PROGRAM review, evaluation, and audit and/or other purposes and make them available to persons authorized by the State, including ARUSD. Such records will be maintained for a minimum of five (5) years or as otherwise required by law and be available for review and/or copying to ARUSD within a twenty-four (24) hour notice should they be requested. Should the contractual relationship terminate, all records shall be provided immediately to ARUSD for copying and all original records for the previous five (5) years shall be delivered to ARUSD within thirty (30) days of the termination.
4. Send Department of Social Services, Child Care licensing annual reports and any violation issued during a Community Care Licensing Division (CCLD) visit within five (5) days of receiving the report to ARUSD for reporting to the CDE.

5. Determine the eligibility of families for child development services and keep eligibility documentation based on CSPP and FT&C.
6. Inform parents of the right to appeal adverse eligibility determinations to the KIDANGO's Board.
7. Adhere to the Fair Employment Practices and Nondiscrimination Clause outlined by the FT&C.
8. Include ARUSD's Uniform Complaint Procedure (UCP) in KIDANGO's parent handbook and provide parents with ARUSD's annual UCP notification.
9. Include ARUSD's boiler template language in your agency's parent handbook regarding religious worship and/or instruction is strictly prohibited, unlawful harassment and non-discrimination with the necessary elements and protected classes are identified, and notification of these disclosures and rights occur.
10. Participate in activities of the CDE Program Monitoring and Annual Agency goals.
11. Submit an annual budget, calendar, and program assurances with your signed Agreement.
12. Title to any or supplies purchased with state funds rests with KIDANGO only as long as the Agreement is in effect. Upon termination of this Agreement, title and possession of all equipment and remaining supplies shall revert to ARUSD.
13. Any unit of equipment costing over five-thousand dollars ($5,000) and/or having a useful life expectancy of one (1) years or more and purchased with CSPP funds must have prior written CDE authorization. An inventory of all equipment and all non-disposable items with an estimated useful life of more than one year, purchased in whole or in part with preschool contract funds CSPP funds, shall be maintained by KIDANGO.
14. KIDANGO will maintain records for program review, evaluation, audit and/or other purposes and make the records available to ARUSD or agents of the State for a period of (5) years.
15. KIDANGO is liable for any audit exceptions caused by, or as a result of, KIDANGO's lack of performance as required by the MOU.

ARUSD's Responsibilities

ARUSD shall:

1. Act as an intermediate agent between the CDE and KIDANGO;
2. Monitor contract operations and reports relating to ensuring compliance with FT&C and the standards contained in the Program Self-Evaluation (PSE) and Federal Program Monitoring (FPM) processes incorporated by this reference into this Agreement;
3. Provide technical assistance and require KIDANGO participation to meet ARUSD's goals and ARUSD's FPM review;
4. Send all required subcontractor information to the CDE regarding PROGRAM compliance and other requested information;
5. Pay KIDANGO in accordance with the MOU.

6. Ensure that a Release and Exchange of Information between KIDANGO and ARUSD is signed allowing exchange and sharing of information relating to any services performed.
7. ARUSD reserves the right to reduce KIDANGO's allocation, when in their opinion, the agency fails to submit required reports including the audit report or the agency fails to conduct its operations in accordance with Title 22 California Code of Regulations, the FT&C, Title 5, CDE regulations and the standards contained in the PSE and FPM processes.
8. ARUSD reserves the right to reduce the performance requirements of the Agreement when it is evident that KIDANGO will not earn the amount of the Agreement.
9. ARUSD shall notify KIDANGO in writing of a change in law or regulations affecting this contract prior to their effective date or as soon as possible after enactment.

Hours and Days of Operation

Services shall commence on July 1, 2022. Kidango's services are offered Monday-Friday. Kidango's services are provided year round, including during the summer break based on Kidango's operating calendar. Full-day Kidango classrooms will operate from 7:30 am to 5:30 pm. After-school Kidango classrooms will close at 6:00 pm. Kidango office hours are 8:00 am to 5:00 pm. ARUSD office hours are 7:30 am to 4:00 pm.

Center Management

All ARUSD teachers and support staff will report to the Director of Socio-Emotional Learning and/or the Coordinator of Early Learning for concerns. ARUSD Director of Early Learning will provide student and family support for ARUSD 4-year-olds and kindergarten students. The Kidango Center Director will manage day-to-day program operations and will call and email the Director of Socio-Emotional Learning, Coordinator of Early Learning, and ARUSD Director of Early Learning for district-related incidents that require immediate response. Kidango is not responsible for ARUSD students.

Nutrition

Kidango will supply breakfast and/or lunch to all Kidango-enrolled children (full-day children receive breakfast, lunch, and a snack; part-day children will receive one meal). Kidango will provide meals and snacks in accordance with all relevant CACFP nutritional standards and guidelines.

Eligibility and Enrollment

Children's eligibility to receive the services outlined in this MOU will be determined by Kidango in accordance with all relevant regulations and guidelines, including the terms set forth in Kidango's contracts with the California Department of Education regarding families' eligibility and need. Kidango shall be allowed to request all required documentation to determine eligibility and

need. Kidango staff will enroll all Kidango children and prioritize children with the Alum Rock ZIP Codes 95116, 95127, 95122, 95148, and 95133. ARUSD staff will enroll ARUSD students.

Kidango will electronically submit the monthly 801A Report to the CDE by the 20th of each month. Kidango will electronically submit the 801b report to the CDE when requested by the CDE.

Marketing and Communications
ARUSD and Kidango will collaborate to promote preschool and TK/T4 and the Kindergarten enrollment. ARUSD will support Kidango preschool enrollment during March - September timeframes by sending out via electronic communications platform promotional materials of Kidango enrollment events. Likewise, Kidango will support ARUSD enrollment by providing district enrollment packets and appropriate customer service to interested families at the CCELC front office and during enrollment events.

ARUSD will annually send a message drafted by Kidango via parent electronic communications to continue engagement with Kidango alumni and other prospective families who are interested in these communications. The communication will include a short survey link for updating Kidango alumni contact info for those who are Kidango alumni and an option to opt-in to stay in the loop for Kidango happenings & events for those that are not Kidango alumni.

Administrative Costs
Kidango may charge up to 15% of Administrative Costs based on allowable expenditures. Ten percent (10%) of the 15% will be allocated based on the de minimis.

Facilities Use of Premises
Kidango will use the classrooms, designated outdoor play area, parking lots and common areas on the campus in conformity with all relevant licenses and the terms set forth in this MOU.

The reception area in the front office is a shared space. The health room is also a shared space to be made available at all times as a "sick child area" required by Community Care Licensing. The cafeteria and kitchen are to be shared between ARUSD and Kidango, including the walk-in refrigeration unit. ARUSD custodian will service Alum Rock TK/T4 and Kindergarten classrooms, the cafeteria, and the front office until 2:00 pm each day. Kidango custodians will service the Kidango spaces and the front office each night.

Additionally, Kidango will adhere to the umbrella Joint Use Lease Agreement dated effective July 1, 2011 for any and all alterations and improvements made on the campus. This includes the submission of proposed plans, specifications of work, the name(s) of the licensed and/or registered design professionals that will be responsible for ensuring alterations are made in compliance with Title 24. Additionally, all construction work shall be subject to state public bidding requirements.

Licensing and Fire Clearance
ARUSD will assist Kidango in obtaining valid licenses for each of the classrooms and outdoor play area, as needed for the services outlined in this MOU.

Indemnifications and Insurance
Kidango shall defend, indemnify, and hold ARUSD and the State of California, its Board of Trustees, officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Kidango, its officers, employees or agents.

ARUSD shall defend, indemnify, and hold Kidango, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of ARUSD, its officers, employees or agents.

Insurance will be provided by Kidango in accordance to agreement as follows:
Prior to award, Kidango must submit written evidence of the following insurance which must be maintained in force during the term of this Agreement:

Without in any way limiting the Kidango's liability pursuant to the Indemnification section of this Agreement, Kidango shall procure and maintain during the full term of this Agreement the following insurance amounts and coverage: Commercial General Liability Insurance, including Bodily Injury, Sexual Misconduct, Personal Injury, Property Damage, Advertising Injury, and Medical Payments with limits of not less than $1,000,000 for each occurrence and $2,000,000.00 for General Aggregate:

1. Comprehensive or Business Automobile Liability insurance with limits of not less than $1,000,000 for each occurrence for a combined single limit for Bodily Injury and Property Damage.
2. Professional Liability insurance with limits of not less than $1,000,000 for each occurrence.
3. Workers' Compensation with Employer's Liability limits of not less than $1,000,000 or Statutory Limits per each accident.
4. Employers Liability insurance with limits of not less than $1,000,000 for each occurrence.

5. If any policies are written on claims made from, the Service Provider agrees to maintain such insurance continuously in force for three years following the completion of this Agreement.
6. Certificate of Insurance, satisfactory to ARUSD, evidencing all coverage above shall be furnished to ARUSD before commencing any operations under this Agreement, with complete copies of policies upon ARUSD request.
7. Approval of the insurance by ARUSD shall not relieve or decrease the liability of the Service Provider here-under.
8. The General Liability and Comprehensive Automobile Liability Insurance shall be endorsed to provide:
    a. Name as additional insured the Alum Rock Union School District, its board, officers and employees.
    b. Such policies shall be primary insurance to any other insurance available to the additional insured, with respect to any claim arising out of this Agreement, and that insurance applies separately to each insured against whom a claim is made or a suit is brought against.
    c. The certificate of insurance for the above shall provide 30 days' advance written notice to ARUSD regarding cancellation, nonrenewal or reduction of coverage of any of the above insurance.

Staff Qualifications

Kidango will assume all responsibility for ensuring that all individuals employed to provide services per this agreement have the appropriate qualifications and/or licenses/certificates.

Fingerprinting Clearance Requirements

Kidango is fiscally responsible for background clearance.

1. With the exception of Parent Volunteers, who are always under the supervision of Kidango teaching staff, and exempt from criminal record clearance according to Department of Social Services Community Care Licensing, Kidango shall comply with the requirements of California Education Code section 44237, 35021.1 and 35021.2 including, but not limited to: obtaining clearance from both the California Department of Justice (hereinafter referred to as "CDOJ") and clearance from the Federal Bureau of Investigation (hereinafter referred to as "FBI") for Kidango's employees and volunteers, unless Kidango determines that the volunteers will have no direct contact with ARUSD students.

Prior to service with any ARUSD student, Kidango hereby agrees that Kidango's employees and volunteers, unless Kidango determines that the volunteers will have no direct contact with ARUSD pupils, shall not come in contact with ARUSD students until CDOJ and FBI clearance are ascertained. Kidango shall certify in writing to ARUSD that none of its employees, and volunteers, unless Kidango determines that the volunteers will have no direct contact with ARUSD students,

or Service Providers who may come into contact with ARUSD students have been convicted of a violent or serious felony as those terms are defined in California Education Code section 44237(h), unless despite the employee's conviction of a violent or serious felony, he or she has met the criteria to be eligible for employment pursuant to California Education Code section 44237(i) or U). In addition, the Service Provider shall make a request for subsequent arrest service from the CDOJ as required by California Penal Code section 11105.2.

2. According to Education Code sections 44237 and 56366.1 Kidango shall verify that it has received a successful criminal background check clearance and has enrolled in subsequent arrest notice service, as specified, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency who may have contact with students. Notwithstanding the restrictions on sharing and destroying criminal background check information, Kidango, upon demand, shall make available evidence of a successful criminal background check clearance and enrollment in subsequent arrest notice service, as provided, for each owner, operator, and employee of the nonpublic, nonsectarian school or agency. Kidango is required to retain the evidence with its "Custodian of Records", as specified, for all staff, including those licensed or credentialed by another state agency. Background clearances and proof of subsequent arrest notification service as required by California Penal Code section 11105.2 for all staff shall be provided upon request.

It shall be the responsibility of Kidango to ascertain from, and comply with, ARUSD's rules and regulations pertaining to safety, security, and driving on school grounds, particularly when students are present.

1. Kidango shall comply with all applicable federal, state, local, and District laws, regulations, ordinances, policies, and procedures regarding student and employee health and safety. Kidango shall comply with the requirements of California Education Code sections 35021 et. seq. regarding the examination of Kidango employees and volunteers for tuberculosis. Kidango shall provide to ARUSD documentation for each individual volunteering, employed, agreement, and/or otherwise hired by the Service Provider of such compliance before an individual comes in contact with an ARUSD student.

Mandated Reporting Requirements

1. Kidango hereby agrees to train all staff members, so that they are familiar with and agree to adhere to its own child and dependent adult abuse reporting obligations and procedures as specified in California Penal Code section 11164 et seq. and California Education Code 44691. To protect the privacy rights of all parties involved (i.e., reporter, child and alleged abuser), reports will remain confidential as required by law and professional ethical

mandates. A written notice acknowledging the legal requirements of such reporting and verification of staff adherence to such reporting shall be submitted to ARUSD upon request.

2. Kidango agrees to provide training to all employees regarding mandated child abuse reporting laws, and shall maintain documentation, signed by each staff member receiving such training. Kidango agrees that its obligations to report incidents of abuse or neglect to ARUSD are in addition to, and not in lieu of, Kidango's obligation to immediately report suspected abuse or neglect to the appropriate public authorities; a written report should be submitted within 36 hours (PC 11166(a)). Kidango shall maintain confidential records of any report of suspected child abuse and shall inform ARUSD by facsimile or email within 24 hours (and followed up with U.S. mail) of becoming aware of circumstances including, but not limited to allegations of abuse involving a staff member.
3. Kidango shall notify ARUSD of general concerns regarding the health and safety of a student that may impact the student's educational program, including the need for mental health services, injuries requiring medical attention or injuries resulting from physical restraint.

Service Requirements and Payments

ARUSD shall limit payments to 95% of the least of the following:

a. The Maximum Reimbursable Amount (MRA) or contract amount
b. The Net Reimbursable Cost for subsidized children
c. The Service Earnings (Certified days of Enrollment x Adjustment Factor x Standard Reimbursement Rate (SRR)

Any increases to the CDE Standard Reimbursement Rate (SRR) will be passed to Kidango with the State effective date.

Invoices

Kidango will submit completed invoices on a monthly basis to ARUSD. The original invoice will include the CDNFS 8501 report and costs will be estimated. All information related to legal services, worker's compensation, employee benefits, and children-related matters are considered to be confidential in nature. Kidango's responsible administrator will submit invoices to ARUSD's Accounts Payable department for processing by the ten (10th) business day of each month. ARUSD will process and pay bills within thirty (30) days from receipt. A true-up and reconciliation will be done quarterly based on projected CSPP funding, with a completed CDNFS 8501, and income statement.

Payment Provisions

Contractor: Kidango, Inc
Taxpayer ID#: 94-2581686
Address: 44000 Old Warm Springs Blvd., Fremont, CA 94538

Termination
ARUSD may terminate this Agreement and be relieved of the payment of any consideration to KIDANGO when, in its opinion, KIDANGO fails to perform the covenants herein contained in the time and in the manner herein provided. If any of the conditions contained in the FT&C arise which warrant termination of funding by either ARUSD or KIDANGO, then this Agreement shall automatically be canceled as of the date funding is terminated.

If the Agreement is canceled, KIDANGO shall cooperate with ARUSD to effectuate the termination, including copying any records and moving any and all furniture deemed necessary by ARUSD. KIDANGO shall be paid according to the MOU for actual earned funding through the date of cancellation.

ARUSD or KIDANGO shall provide ninety (90) days written notice by certified mail of the termination, with the reason for the action specified.

Remedies
In the event of termination, ARUSD may proceed with the work in any manner deemed proper by ARUSD. The cost to ARUSD shall be deducted from any sum due to KIDANGO.

Nondiscrimination Clause
During the performance of this contract, KIDANGO and its subcontractors shall not deny the contract's benefits to any person on the basis of religion, race, color, ethnic group identification, national origin, ancestry, sex, sexual orientation, physical or mental disability, medical condition, marital status, or age (over 40), nor shall they discriminate unlawfully against any employee or applicant for employment because of religion, race, color, ethnic group identification, national origin, ancestry, sex, sexual orientation, physical, or mental disability, medical condition, marital status, or age (over 40). KIDANGO shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

KIDANGO shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5) and the regulations or standards adopted by the awarding state agency to implement such articles.

KIDANGO shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than a twenty-four (24) hour notice, to such of its books, records,

accounts, other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause.

KIDANGO and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. E. KIDANGO shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the contract.

Use Restriction
ARUSD and Kidango shall not cause or permit any hazardous materials to be used, stored or generated in shared classrooms or outdoor play areas.

Signage
Kidango shall be allowed to install signage for wayfinding to the classrooms.

Security
ARUSD will provide and maintain a working security/fire life safety system. Kidango and Alum Rock staff will participate in ARUSD safety meetings. The evacuation map shall be updated jointly. Student Services, ARUSD, and Kidango staff will coordinate future fire and earthquake drills. Center Directors will manage and process Major Incident Reporting and report these incidents to Alum Rock's Student Services Department.

Dispute Resolution
ARUSD and Kidango agree to exercise reasonable efforts, and to negotiate in good faith, to amicably resolve any disputes that may arise concerning the performance by either party of their obligations under this MOU

Notice to the Parties
All notices given by the parties pertaining to the services outlined in this MOU shall be in writing, addressed to:

Notice to ARUSD:
Alum Rock Union School District
Attn: Dr. Dianna Ballesteros
2930 Gay Ave
San Jose, CA 95127

Notice to Kidango:
Kidango, Inc.
Attn: Scott Moore, CEO
44000 Old Warm Springs Blvd.
Fremont, CA 94538

Signature of the Parties

The parties have executed this MOU on the dates set forth below.

Alum Rock Union School District:

Signature of Authorized Representative:

_____

Printed Name:

_____

Title:

_____

Date: _____

Kidango, Inc.

Signature of Authorized Representative:

_____

Printed Name:

_____

Title:

_____

Date: _____

Attachment
Collaboration at Cesar Chavez Early Learning Center

The goal of the Cesar Chavez Early Learning Center (CCELC) is to provide families in the Alum Rock community with a high quality Early Learning environment that prepares our students for success starting from infancy. This document shall be revisited on a quarterly basis between Kidango and ARUSD.

Cesar Chavez Early Learning Center Composition

The Cesar Chavez Early Learning Center is a collaboration between the Alum Rock Union Elementary School District (ARUSD) and Kidango. The center is the first Elementary School site in the state that provides Early Education for students 0 to 5 years of age. Through this collaboration, staff from ARUSD and Kidango provide a high quality Early Learning experience to the youngest of children in the Alum Rock community.

The CCELC offers infant to preschool services provided by Kidango staff, and ARUSD teachers provide TK/T4 and Kindergarten education as well as two special day classrooms. ARUSD has a speech therapist on site offering services to our community. The lead individual in the center is a Kidango Center Director. The ARUSD Early Learning Director and Socio-Emotional Director provide administrative and coordination support to the center staff.

Below is a description of the collaboration between parties.

Front Office Customer Service and Enrollment. (Rosa and subs)

- Cross train front office staff to ensure a welcoming environment for all families. We held office meetings to make sure we are all in agreement.
- Enrollment systems for both organizations will continue to work separately, front office staff for both organizations will provide a seamless service to families.
- Continue to honor just ARUSD zip codes
- Open communication between Kidango's Center Director, Regional Director and Director of Early Learning as district representative on an ongoing basis through scheduled calendar meetings between ARUSD and Directors
- Admins for CCELC and Kidango continue to cover for each other during lunch (Health assistant covers for ARUSD Administrative Assistant)
- Encouragement to parents to share information about the programs on the campus
- Tidy up and wipe down counters at the end of the day
- Check with ARUSD's Administrative Assistant and Kidango office staff about getting a bulletin board for the office. Announcements, posters, welcoming info, etc. Collaboratively materials and information for parents in the office have been organized for easy access.
- Learn and use electronic outdoor boards - change info depending on season, holidays, greetings, etc.
- TK/T4 and Kindergarten unhoused families will be referred to Alum Rock's SLS Supervisor for Intake, all other families will be referred to Kidango staff.

- TK/T4 and Kindergarten families and their children will be referred to SOMOS Mayfair Cesar Chavez Family Resource Center for Ages and Stages Questionnaire Developmental Assessments and referred out when needed.
- During the day ARUSD custodian will service front office - after 2 pm the Kidango staff will clean and service (including bathrooms)
- Each program will provide a staff directory with names, titles and phone numbers along with an organizational chart.
- Kidango Regional Director & Center Director and ARUSD Director of Early Learning will exchange mobile phone numbers to communicate throughout the day.

ARUSD	Kidango
• ARUSD custodian will open at 6:00 am - Will share calendar between both • ARUSD office hours 7:30 -4:00 pm • ARUSD students will be enrolled by an ARUSD staff • On Non-student days - ARUSD's custodian will clean the TK/T4 and Kindergarten - Portables and cafeteria • When the ARUSD custodian is out a substitute custodian will be provided. • ARUSD has distributed building keys to Kidango Center Director & Assistant Center Director; they have keys and their alarm code to open the building and gates. ARUSD will distribute keys on an as-needed basis. The replacement cost for lost keys will be $250 per key.	• Kidango office hours 7:30 - 5:00 pm (classrooms at 6:00 pm) • Kidango students will be enrolled by Kidango staff • Kidango staff will clean the front office at the end of the workday

Facilities

- Front office counter is a shared space
- Staff bathrooms shared in main office building
- HVAC and electrical work orders using the current upkeep work order system.
- ARUSD grounds crew will continue to perform landscaping duties.
- Nursing room located in FRC
- ARUSD will enter work orders for all site as Chavez Early Learning Center
- Staff room will be shared space for lunch, refrigerator cleaning is coshared
- Kindergarten playground will be a shared space-a schedule of usage will be created
  Kindergarten and TK/T4 go to recess from 10:40 to 11:00 - (waiver in place)
- Gate between Kindergarten and Room 1 will be locked after the start of the day
- Agreed upon one point of entry - Main Office
- Copy room space in main office shared by all staff

ARUSD	Kidango

• Closet in staff room will be for ARUSD to store the office materials • ARUSD custodial staff will maintain the grounds on a daily basis including picking up litter, checking restrooms during the course of the day, and covering graffiti and other vandalism. • The ARUSD custodial staff will also perform the daily cleaning of ARUSD rooms and offices (Rooms 1, K1, K2, 33, 34, FRC, PAC and SEL). • ARUSD maintenance staff will perform maintenance repairs. • Teacher mail boxes will be in the staff room	• Kidango cleaning crews will perform the daily cleaning of Kidango assigned classrooms, restrooms and offices. • Kidango has their own custodial staff • ARUSD maintenance staff will perform maintenance repairs.
Student Health Management	
• Shared space - Nurse room • Collaboratively maintain the space clean and organized • Any medications will be locked and supervised by designated staff • Attendance board for head staff on campus - off campus	
ARUSD	Kidango
• An Alum Rock Health Assistant will be supporting basic first aid and support the site with all duties related to this position. • The Health Assistant will be scheduled 5 hours per day. • ARUSD Nurse 7:30 -2:00 pm • Diabetic Students and any other Specialized Procedure that are in TK-K will be managed by the Alum Rock Nurse Team. • ARUSD will provide health aide with supplies	• Kidango has an Incidental Medical Services Plan that is approved by Community Care. • Licensed. Kidango staff will perform all basic first aid and administer needed medications.
Center Management	
• Center Directors will consult with the ARUSD designated administrator for all matters pertaining to ARUSD teachers, including personnel matters, teachers' materials and supplies, etc. ARUSD will provide Kidango with the name of the designated administrator. ARUSD will also update Kidango with any changes to the designated administrator position. • Jointly ARUSD administrator and Kidango Director will delineate supports for students and teachers in the CCELC.	

- Regular meetings between ARUSD and center management for updates and concerns Tuesday at 8:30.
- All will provide an organizational chart with staff and number
- All staff will be able to provide information and materials for enrollment in both programs.

ARUSD	Kidango
• Designated administrator (or district administrator) will be the ARUSD teachers' evaluator. • Director of Early Learning (or district administrator) will conduct classified evaluations	• Kidango will provide Center Directors to lead and support all Kidango Center staff.

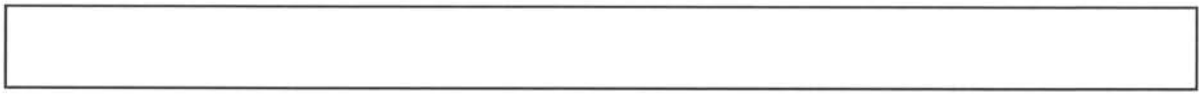
Safety

- Center Directors will oversee safety protocols in collaboration with ARUSD Student Services Department.
- Fire and Earthquake Drills: Kidango will conduct in collaboration with ARUSD staff fire and earthquake drills as per CA Ed Code and submit logs.
- Evacuation map updated jointly on a yearly basis.
- Student Services, ARUSD and Kidango staff will Coordinate future fire/earthquake drills
- Center Directors will manage and process Major Incident Reporting and report these incidents to Alum Rock's Student Services Dept.
- Walkie talkies will be made available to all staff to communicate - each site will purchase their own to synchronize them. Walkie talkies will be used to communicate any emergency or support needed. Both leads will coordinate a training on how these will be used.

ARUSD	Kidango
• Emergency Red Backpacks: Emergency Red Back Packs will stay in each classroom. • The **School Safety Plan** will be developed and updated annually by Alum Rock's Student Services Dept. The safety Plan will be shared with Kidango School Site staff. • Will conduct Monthly safety inspections and put in work orders as needed. For ARUSD classrooms and spaces. • ARUSD will provide AED and Epi-pens for ARUSD staff and students	• Fire and Earthquake Drills: Kidango will conduct and log fire and earthquake drills as per CA Ed Code. • AED's – Automated External Defibrillator Kidango staff receive EMSA First Aid/ CPR with Adams Safety or Ice Safety Solutions. This course includes AED hands on training. Kidango staff will view Hearts Ready AED video orientation annually. HeartsReady AED's will be checked by Alum Rock Staff quarterly and enter status of AED machine into

	HeartsReady Portal School Safety Plan (Shared Document)
Parent Communication	
• Both organizations honor and value high quality parent engagement in the educational process of all children. • ARUSD and Kidango will work together addressing all parents' questions and concerns. Kidango will manage and process Parent concerns with follow up from a Center Director. • Both organizations will continually update the other on new concerns. • Electronic board use is coordinated.	
ARUSD	Kidango
• Alum Rock's Student Services Dept. will manage and process Parent Complaints for TK/T4 and Kindergarten students. • ARUSD will distribute monthly newsletters to families.	• Communications with families can happen in a variety of frequency and modalities (ex. daily, weekly, monthly, paper, electronic, Learning Genie, etc). • Families who have concerns can discuss them directly with the appropriate Kidango employee. This may be the classroom teacher or Center Director. Depending on the nature of the concern, the parent may be referred to someone with more specific expertise. If the initial attempt with a Kidango staff does not result in a satisfactory resolution, parents may contact Community Care Licensing. This information is posted in all Kidango classrooms.
Kitchen and Cafeteria facility / CNS	
• Kitchen walk-in unit will be shared by both ARUSD CNS and Kidango nutrition services	
ARUSD	Kidango
• Alum Rock Child Nutrition Services (CNS) will have full use of the kitchen and cafeteria to support breakfast and lunch services to ARUSD students. • Alum Rock Child Nutrition Services will be responsible for providing breakfast and lunch services to	• Assigned cafeteria and kitchen space will be provided to Kidango to hold up to 4 warmers and 2 refrigerator units. • Kidango will be responsible for providing meals to their enrolled students.

enrolled ARUSD students in PK, TK and K. a. Snacks will be available upon request for late start ARUSD students. • ARUSD custodian will maintain the cafeteria	
ARUSD Teacher/Staff Support and Supervision/Discipline	
• Work room will be open for staff to use during the work hours • District administrator will set up meetings with the teachers for protocols.	
ARUSD	Kidango
• All ARUSD teachers and support staff will report to the designated administrator. • The Director of Early Learning will provide student and family support for the 4 year-olds and Kindergarten students and their families. • Work orders are entered by Administrative Assistant • Teacher material orders-Designated Administrator • After School care, someone from Kidango picks up the Kindergarten students at 1:50 and our TK para takes the TK students to the Kidango center after dismissal, and follow drop off procedure • ARUSD staff walk students to the cafeteria. • ARUSD site lead will support materials distribution and curriculum	• Kidango center director will support for day to day items • Kidango staff will reach out to the Director of Early Learning or Director of Social Emotional Learning (or district administrator) for more high level incidents within TK/T4 and Kindergarten classrooms. Kidango School Age Program Drop off procedure - after program opens After school will transition to Room 8 1. Alum Rock staff will walk the TK children to Cesar Chavez Part Day room 92. 2. Kidango staff will sign in every child as they come in. 3. Kidango staff will match the name to face as they get signed in. 4. Alum Rock staff will wait for the Kidango staff member to sign all the children in before leaving
Parking	
• All parents will drop off students in the main parking lot • SEL department parking lot gates will be closed during the day. They are kept closed, but unlocked. • Evaluate parking patterns continuously to adjust need	



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

7.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

Board of Trustees: Date: March 24, 2023

To the Superintendent of Schools

Subject: **Approve the Renewal of Contract for Legal Services with Rehon and Roberts, APC**

Recommendation: Staff recommends that the Board of Trustees approve the Renewal of Contracts for Legal Services with Rehon and Roberts, APC.

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommended Approval

7.02

Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved _____ Not Approved _____ Tabled _____

Rehon
Roberts
A Professional Corporation

Attorneys at Law
830 The Alameda
San José, California 95126
t 408 494 0900 f 408 494 0909
www.rehonroberts.com

direct 408-387-5231
prehon@rehonroberts.com

May 3, 2023

VIA EMAIL AND U.S. MAIL

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

c/o: Mr. Minh Pham, Board President
E-mail: minh.*pham@arusd.org*

Hilaria Bauer, Ph.D., Superintendent
E-mail: *hilaria.bauer@arusd.org*

Re: Renewal of Legal Services Agreement for Representation of Alum Rock Union Elementary School District

Dear Board of Trustees:

Thank you for the opportunity to provide legal services to the Alum Rock Union Elementary School District. The current legal services agreement between the District and Rehon & Roberts, a Professional Corporation (the "Firm") expires on June 30, 2023.

The Firm is pleased to offer and propose that the current agreement between the District and the Firm be renewed for an additional twelve (12) months from July 1, 2023 through June 30, 2024, on the same terms, conditions and rates as specified in the current existing agreement. The agreement includes the provision of legal services to the District as Legal Counsel and to represent the District in the areas of Human Resources – Labor and Employment, General Education Law, Facilities Services, Business and Procurement Services – Contract Support, and Government Relations as originally outlined in RFP No. 1819-BUS03 (not including special education as specified in the RFP, or bond counsel matters). In light of the Firm's continuing relationship with the District and the District's specific needs, the Firm will continue to not charge for attendance at regular board

Rehon
Roberts
A Professional Corporation

meetings. The Firm's rates would remain the same, which is $250.00 per hour for the Firm's attorneys, and $125.00 per hour for the Firm's paralegals and law clerks, and specialty services billed at the rate of $295.00 per hour for attorneys. Specialty services include eminent domain, inverse condemnation and construction-related disputes and litigation.

We have appreciated the opportunity to represent the District and we thank you for looking to us for assistance. If you have any questions concerning the contents of this letter or any matter relating to the Firm's legal representation, please do not hesitate to call me directly. If the Board is in agreement with the one year renewal of the legal services agreement through June 30, 2024, please sign and date this letter in the space provided below, and return a fully executed copy to us.

Sincerely,
REHON & ROBERTS
A Professional Corporation

Rogelio M. Ruiz

THE FOREGOING IS AGREED TO:
Alum Rock Union Elementary School District

_____

By:
Its:

Approved by the Board on _____, 2023

8.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 14, 2023

Subject: **Adoption of The California Department of Education (CDE), Early Education Division (EED) grant to expand California State Preschool Program (CSPP) services in Alum Rock Union Elementary School District.**

Staff Analysis: **CDE has awarded Alum Rock Union Elementary School District, as the Local Education Agency (LEA), a $7,003,325.00 grant to expand early learning services. The grant is a partnership with Kidango, which has served the Alum Rock Community with early learning access for 20 years. The Cesar Chavez Early Learning Center (CCELC) will use and manage funds from two funding sources to support instructional programs and support services. To serve "at risk" infants and toddlers, Kidango will include Early Head Start and Head Start services, with Head Start federal funds—the California State Preschool Program (CSSP) expansion grant funds preschoolers. The purpose is to operate an all-in-one campus offering early care and education services. CCELC will also provide before and after school care, intercession times, and summer school for children enrolled in Alum Rock's Cesar Chavez Transitional and Kindergarten programs.**

Recommendation: **Staff recommends the approval of The California Department of Education (CDE), Early Education Division (EED) grant to expand California State Preschool Program (CSPP) services in Alum Rock at the Cesar Chavez Early Learning Center.**

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

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommend Approval

8.01
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

CALIFORNIA DEPARTMENT OF EDUCATION

TONY THURMOND
STATE SUPERINTENDENT OF PUBLIC INSTRUCTION

1430 N STREET, SACRAMENTO, CA 95814-5901 • 916-319-0800 • WWW.CDE.CA.GOV

September 1, 2022

Proposed Award

Vendor Number: 6936
County Name: Santa Clara 43
Proposed Award Amount: $7,003,325.00

Dr. Dianna Ballesteros
Alum Rock Unified School District
2930 Gay Ave
San Jose, CA 95127

Dear Dr. Dianna Ballesteros:

Subject: California State Preschool Program Request for Application Funding Results

The California Department of Education (CDE), Early Education Division (EED) has completed its review of applications submitted in response to the California State Preschool Program (CSPP) Request for Application during fiscal year 2021–22.

We are pleased to inform the Alum Rock Unified School District that your agency is eligible for CSPP funding. The proposed award represents the funding necessary for program operation for the period July 1, 2022, through June 30, 2023. This offer of funding is made pursuant to Management Bulletin 22-02, for the site/s listed below:

Site Name	Site Funding
Cesar Chavez	$7,003,325.00
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
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n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a

n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a
n/a	n/a

Final contract terms will be negotiated between your agency and the CDE Early Education and Nutrition Fiscal Services (EENFS) Office. A fiscal representative from the EENFS Office will contact your agency to finalize the contract terms. Upon completion of contract negotiations, your agency will be emailed a contract for your agency's signature. Any costs incurred outside the performance period of a fully executed contract may not be reimbursed.

Contracts for subsequent fiscal years (July 1 through June 30, annually) are renewed each spring through the Request for Funding Application (RFA) process and are subject to CDE approval. For additional information regarding the RFA process, please visit the CDE RFA web page.

Congratulations on the submission of a successful application. Your commitment to provide CSPP services to children is highly commendable. The EED looks forward to maintaining an ongoing positive relationship in support of families and children of California.

If you have any programmatic questions regarding the information in this letter, please contact your assigned EED, Program Quality Implementation (PQI) office regional consultant. The EED, PQI office regional consultant directory can be accessed on the CDE Regional Consultants web page. If you have any fiscal related questions regarding the information in this letter, please contact your assigned EENFS apportionment analyst. The fiscal apportionment analyst directory can be accessed on the CDE Fiscal Apportionment Analyst Directory web page. Please be sure to select the fiscal apportionment analyst for the CDE, as this directory includes contact information for both the CDE and California Department of Social Services fiscal apportionment analysts. If you have any general questions or would like more information, please contact the CDE by email at CSPPRFA@cde.ca.gov.

Sincerely,

Stephen Propheter

Stephen Propheter, Director
Early Education Division

[SP:nn]

State of California

Department of Social Services

Facility Number: 434417059

Effective Date: 03/22/2023 Total Capacity: 96

In accordance with applicable provisions of the Health and Safety Code of California, and its rules and regulations; the Department of Social Services hereby issues

this License to

KIDANGO INC.

to operate and maintain a

DAY CARE CENTER

Name of Facility

KIDANGO CESAR CHAVEZ EARLY LEARNING CENTER
2000 KAMMERER AVENUE
SAN JOSE, CA 95116

This License is not transferable and is granted solely upon the following:

LICENSED TO SERVE AGES 2 YEARS THROUGH ENTRY TO FIRST GRADE. IN ROOMS 8, 9, 13 AND 14. SUBJECT TO OUTDOOR USAGE WAIVER.

Client Groups Served:

CHILDREN

Complaints regarding services provided in this facility should be directed to:

CCLD Regional Office (408) 324-2148

Kevin Gaines
Deputy Director,
Community Care Licensing Division

Authorized Representative of Licensing Agency

POST IN A PROMINENT PLACE

Contract and Tracking System (CATS)

Exit

Agency | Program Director | Site/Office | Contract | 801A Reports | 801A Monthly Child Counts | Send Message | Read Message

Vendor Num.: 6936 Ag. Name: Alum Rock Un Elem School Dist - 6936

Program: CSPP Number: 2537 Prior Cont.: CSPP1550

Child Days Enroll.: 11893 Max. Reimbursable Amt.: 940493

Daily Rate: 79.08 Min. Days of Op.: 246 County: Santa Clara

Fiscal Year: 2022

Reason: Annualize RR $193,931; Revert FF $22,299

Start Date: 7/1/2020 End Date: Fiscal Update:

Family Child Care Home Details

Number of Homes: Pilot: Y Last Update:

Infant: Toddler: Pre School: School Age:

Last Update: 8/10/2020 11:4 Prog. Director Exit Details

Sites:

	Site Name	Address	City	Categ
View	Alum Rock Think Together PS	2999 Ridgemont Avenue	San Jose	
View	Alum Rock Think Together PS II	1970 Cinderella Lane	San Jose	
View	Kidango Cesar Chavez Early Lea	2000 Kammerer Avenue	San Jose	

California DEPARTMENT OF EDUCATION

Management Bulletin 22-02

This Management Bulletin notifies all California Local Education Agencies of the opportunity to apply for California State Preschool Program expansion funding.

Early Education Division

Subject: Fiscal Year 2021–22, Request for Applications, California State Preschool Program Expansion Funds

Number: 22-02

Date: February 24, 2022

Expires: When Rescinded

Authority: Fiscal Year 2021–22 Budget Act, Senate Bill 129, Chapter 69, Statutes of 2021

Attention: California Local Education Agencies (LEA), Including School Districts, County Offices of Education, Community College Districts, and Direct-Funded Charter Schools

Purpose

The California Department of Education (CDE), Early Education Division (EED) announces a Request for Applications (RFA) for the availability of $130 million to expand California State Preschool Program (CSPP) services statewide.

These funds are available to local education agency (LEA) applicants to provide full-day/full-year and/or part-day/part-year CSPP services beginning in fiscal year (FY) 2021–22. Funding will be allocated by county, and within each county by the Local Planning Council (LPC) priority area. Funding awards will be made based on the LPC priority in the order of highest passing score first. In the event that a county does not fully utilize its allocation, the funding will be redistributed to other applicants, based on the LPC priority followed by highest score. The CDE encourages all eligible applicants to apply.

The intent of this RFA is to expand CSPP services statewide to the greatest extent possible. The RFA funding opportunity is available to LEAs that are current CSPP contractors, or to LEAs that do not currently hold a CSPP contract with the CDE, EED. These funds are intended to increase the availability of CSPP services to eligible children and CSPP services must be provided based on the needs of the families in the communities served, and based on the priorities set forth in law. LEA applicants may propose to subcontract CSPP services, and/or propose to provide CSPP services through a family child care home education network (FCCHEN).

Policy

The 2021–22 Budget Act, as amended by Senate Bill (SB) 129, Chapter 69, Statutes of 2021, provides $130 million in Proposition 98 General Funds to increase State Preschool slots for LEAs, including school districts, county offices of education, community college districts, and direct-funded charter schools.

Application Submission Requirements

The CSPP Expansion RFA, including the RFA Overview and Instructions, and all required attachments can be accessed on the CSPP Expansion RFA web page at https://www.cde.ca.gov/fg/fo/r2/cspp21rfa.asp

LEA applicants must submit the completed application package, including all attachments and required documentation to the CDE on or before April 21, 2022, by 5 p.m.

It is the responsibility of the applicant to carefully review the RFA overview, instructions, and requirements prior to completing and submitting an application for funding. Failure to adhere to the submission requirements may disqualify the application from consideration for funding.

Applicants may submit the RFA electronically by email or physically by mail or in-person (hard copy). Electronic submissions of the RFA are encouraged.

Electronic RFA

- **Option 1: Electronic RFA with a Digital Signature**

The RFA must be digitally signed by the CSPP contractor's authorized representative if submitting the RFA electronically to the RFA email box.

- **Option 2: Scanned RFA**

Applicants may choose to print the RFA, physically sign each of the required forms, and scan and email the RFA to the RFA email inbox. Please note that the size of the scanned attachment must not exceed 25 megabytes.

IMPORTANT: If submitting electronically, email the completed and signed RFA and all required attachments to CSPPRFA@cde.ca.gov no later than 5 p.m. on April 21, 2022.

Physical RFA by Mail or In-Person (Hard Copy)

Physical RFAs may be mailed or hand delivered to the CDE, EED.

The original copy requires an original signature of the applicant's authorized representative and all original signatures in the RFA must be in blue ink.

If submitting hard copies by mail the completed and signed RFA and all required attachments must be date-stamped delivered no later than 5 p.m. on April 21, 2022.

If submitting hard copies by in person the completed and signed RFA and all required attachments must be delivered no later than 5 p.m. on April 21, 2022.

All hard copies must be delivered to the following address:

California Department of Education

Early Education Division

Attention: Administration and Fiscal Services

1430 N Street, Suite 3410

Sacramento, CA 95814-5901

Reminder: When mailing or hand delivering a hard copy of the application to the CDE, do not attach additional covers or place applications in binders. Additionally, each application must be adequately stapled in the upper left-hand corner.

No changes, modifications, corrections, or additions may be made to the application once it is received by the CDE. All applicants agree that by submitting the application they authorize the CDE to verify any and all claimed information, including any referenced names in the application.

All submitted applications remain the property of the CDE and may be subject to disclosure in the event of a Public records Act request.

Important Dates:

***Dates are subject to change**

****Appeals are due to the CDE within 10 business days after receipt of score**

Item	Date*
Request for Applications released	**February 28, 2022**

Instructional Webinar	**March 17, 2022**
Applications due to EED	**April 21, 2022**
Notification of Scores to Applicants	**June 1, 2022** (Previously scheduled for May 12, 2022)
Appeals due to CDE**	**June 15, 2022** (Previously scheduled for May 26, 2022)
Awards Announced	**June 27, 2022** (Previously scheduled for June 15, 2022)
Start Date of Contracts	**July 1, 2022**

Background and Authority

California *Education Code* (*EC*) Section 8205 defines "local education agency" as a school district, county office of education, a community college district, or a school district acting on behalf of one or more schools within the school district. Direct-funded charter schools will be considered a LEA for the purposes of this RFA.

Contractors under contract with the CDE to administer the CSPP are required to comply with all laws, regulations, rules, policies, and reporting procedures of the CSPP contract.

CSPP contractors must sign CSPP contracts attesting that they will comply with the Early Education Act, commencing with *EC* Section 8200, the *California Code of Regulations*, Title 5 (5 *CCR*), commencing with Section 18000, including the CSPP Free or Reduced-Price Meal Eligibility and Enrollment Implementation Guidance and any successor regulations adopted by the CDE, EED; the *California Code of Regulations*, Title 22 (22 *CCR*), Child Care Licensing Regulations, as applicable, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards *Code of Federal Regulations*, Title 2 (2 *CFR* Part 200). Contractors are also required to follow all requirements in the federal School Accounting Manual as well as the CDE Audit Guide, both available on the CDE website. The EED strongly recommends applicants review and understand the statutory and regulatory references cited above prior to completing and submitting an application. The CDE School Accounting Manual web page is located at https://www.cde.ca.gov/fg/ac/sa/. The CDE Audit Guide web page is located at https://www.cde.ca.gov/fg/au/pm/.

Applicants that are awarded a CSPP contract will be required to adhere to all applicable laws and regulations associated with the contract as well as the terms and conditions set forth in the Contract Terms and Conditions (CT&Cs) applicable to the fiscal year in which the services are provided under the CSPP contract. The current CT&Cs and the CSPP Program Requirements for FY 2021–22 are available on the CDE, Child Development web page at https://www.cde.ca.gov/fg/aa/cd/ftc2021.asp. LEA applicants that are awarded a CSPP contract must also adhere to the Standards and Procedures for Audits of California K–12 Local Education Agencies issued by the Education Audit Appeals Panel (EAAP) as regulations. These regulations are available on the EAAP Audit Guide web page at https://eaap.ca.gov/audit-guide/

Applicants that are awarded a CSPP contract are permitted to subcontract in accordance with the *EC*, 5 *CCR*, and the CT&Cs set forth in the CSPP contract. As set forth in 5 *CCR*, Chapter 19, Subchapter 2, Article 2, or any successor regulations, all subcontracts not otherwise exempt must be approved by the CDE in accordance with the regulations. If approved, the applicant contractor remains responsible for ensuring that the subcontractor complies with all administrative, programmatic, and fiscal requirements of the CSPP contract.

Note: Reimbursement of administrative costs shall not exceed a total of 15 percent of either the net reimbursable program costs or the actual administrative costs for all contractors and subcontractors, in accordance with *EC* Section 8258.

Applicants may apply for CSPP funding to operate the CSPP via a family child care home education network (FCCHEN). The applicant contractor is responsible for administrative, programmatic, and fiscal compliance with the CSPP, CT&Cs, and program requirements, as well as compliance with the laws and regulations pertaining to FCCHENs.

A CSPP contractor operating via a FCCHEN must adhere to the requirements set forth in *EC* Section 8223, which requires FCCHENs to:

1. Recruit, enroll, and certify eligible families
2. Recruit, train, support, and reimburse licensed family child care home providers
3. Collect family fees in accordance with contract requirements
4. Assess, according to the standards set by the department, the educational quality of the program offered in each family child care home in the network
5. Assure that the developmental profile is completed for each child based on observations of network staff, in consultation with the provider
6. Monitor requirements, including quality standards, and conduct periodic assessments of program quality in each family child care home affiliated with the network
7. Ensure that basic health and nutrition requirements are met

8. Provide data and reporting in accordance with the contract requirements

Resources

If your school district or county office of education does not currently have sufficient facilities to house a CSPP, your school district or county office of education can apply for funding to construct or modify existing facilities through the California Preschool, Transitional Kindergarten, and Full-day Kindergarten Facilities Grant Program. School districts can also apply for the facility funding on behalf of charter schools who operate on district property. Applicants may apply for grant funds in advance of having a CSPP contract in place, indicating in the application for grant funding as a "future contractor." For more information on the *California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program*, visit the Department of General Services (DGS) Office of Public School Construction (OPSC) Services web page at https://www.dgs.ca.gov/OPSC/Services

If you have questions regarding the information in this Management Bulletin, please email CSPPRFA@cde.ca.gov.

The Early Education Division, Program Quality Implementation Office, Consultant Directory web page is located at https://www.cde.ca.gov/sp/cd/ci/assignments.asp.

The Early Education Nutrition Fiscal Services, Fiscal Apportionment Analyst Directory web page is located at https://www.cde.ca.gov/fg/aa/cd/faad.asp.

Questions: Early Education Division | CSPPRFA@cde.ca.gov

Last Reviewed: Thursday, May 5, 2022

8.02

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 11, 2023

Subject: **Resolution No. 59-22/23**
Aptitud Community Academy at Goss Revocation of Dependent Charter (Revert back to a district traditional school)

Staff Analysis: Administration is requesting that the Board take action to revoke the dependent charter status and revert Aptitud Community School at Goss to a traditional district school. This action will allow Aptitud to be incorporated into ARUSD's Dashboard, the ARUSD LCAP as well as be part of all the supporting actions. It is important to note that if the Board approves this action, the Aptitud Community Academy at Goss, as a district traditional school, will continue to operate at the same site.

Recommendation: District Administrations recommends the Board of Trustees approve revoking dependent charter status and reverting Aptitud Community Academy at Goss to a traditional district school.

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommend Approval

8.02
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Resolution No. 59-22/23
Authorizing revocation of dependent charter status of Aptitud Community Academy at Goss and reverting it to a district traditional school, Respectively

WHEREAS, in 2013, Goss Elementary School was converted to an ARUSD dependent charter under the new name Aptitud Community Academy at Goss with a focus on Healthy Living: Brain and Body Fitness;

WHEREAS, the school has transitioned to have a more aligned focus to what students need to be successful in these times- a school with focus to provide a high quality instructional program, building student resilience, creating opportunities for students to be college bound and career ready;

WHEREAS, Aptitud Community Academy at Goss scored in the low category on the California 2022 Dashboard which puts them at risk of the CDE denying their renewal.

WHEREAS, literacy has taken a center stage to supporting students after the pandemic;

WHEREAS, at the present none of the founding team for the charter are working at the site;

WHEREAS, Aptitud Community Academy at Goss leadership and leadership team have aligned their work with the district's focus and priorities in the LCAP and the Strategic Plan;

WHEREAS, converting Aptitud Community Academy at Goss, back to a traditional district school allows it to get additional support to provide a strong academic program, align practices and at the same time have their plans aligned with the district's LCAP;

WHEREAS, the District recognizes that the revoking the dependent charter status of the school is in the best interests of the District community to provide the best academic and support the environment and the most efficient use of resources for all students now and in the future.

BE IT FURTHER RESOLVED, that the Administration is directed to timely notify the California Department of Education regarding the revocation of dependent charter and reverting the school back to traditional district school; and

BE IT FURTHER RESOLVED, that the Administration is directed to timely notify the community, parents and local SELPA regarding the revocation of dependent charter and reverting the school back to traditional district school; and

BE IT FURTHER RESOLVED, that the Aptitud Community Academy at Goss attendance area beginning the 2023-2024 school year shall be the same as the current school attendance areas; and

BE IT FURTHER RESOLVED, that due to space limitation at the facility , in 2024-2025 the middle school classes and program will transfer to Renaissance at Mathson,

BE IT FURTHER RESOLVED, that Aptitud Community Academy at Goss will retain with the same name as a traditional district school and will continue to operate at 2475 Van Winkle Lane, San Jose, CA 95116 .

NOW, THEREFORE, BE IT RESOLVED, that the Board of Trustees approves the revocation of dependent charter status, effective the 2023-2024 school year and which Aptitud Community Academy at Goss will revert back to a traditional Alum Rock School.

PASSED AND ADOPTED, this 11th day of May 2023, by the Board of Trustees of the Alum Rock Union Elementary School District Board, in Santa Clara County, 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 May 11, 2023.

_____ _____

Hilaria Bauer, Ph.D., Superintendent Date

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

To: The Board of Trustees

From: Assistant Superintendent Barbara Campbell

Re: Aptitud Community Academy at Goss Revocation of Dependent Charter (Revert back to a district traditional school.

Date: May 11, 2023

Summary: In 2013, Goss Elementary School was converted to an ARUSD dependent charter with a focus on Healthy Living: Brain and Body Fitness. The idea was to adopt the National Health Education standards and put in place structures that encourage exercise, healthy eating and sound decision making in order to enhance health and avoid health risks.

In 2023, Aptitud Community Academy at Goss has none of the founding team members for the charter working at the site. With the event of the pandemic, the school has transitioned to have a more aligned focus to what students need to be successful in these times- a school with focus provides a high quality instructional program, building student resilience, creating opportunities for students to be college bound and career ready. Aptitud is part of an Early Literacy Block Grant focusing on rigorous instructions. All of these align with the district's focus, priorities in the LCAP and parts of the ARUSD Strategic Plan.

In addition, Aptitud Community Academy at Goss scored in the low category on the California 2022 Dashboard which puts them at risk of the CDE denying their renewal.

At this moment, converting Aptitud Community Academy at Goss, back to a traditional district school allows it to get additional support. It will no longer need to write their own LCAP and California Dashboard submissions. They will fall under ARUSD's Dashboard.

The converting Aptitud back to a district traditional school will take place at the closing of the 2022-2023 school year. Notification will go out to parents, community, county office of education and local SELPA. As the site and the students will remain a district school all records and personnel records will remain on site.

Upon completion of the 22-23 school year an independent closeout audit will take place within 6 months of its closure. Due to space limitations and programming, in 2024-2025 school year, the middle school classes and program will move to Renaissance at Mathson.

Administration is requesting that the Board take action to revoke the dependent charter status and revert Aptitud Community School at Goss to a traditional district school. This action will allow Aptitud to be incorporated into ARUSD's Dashboard, the ARUSD LCAP as well as be part of all the supporting actions. It is important to note that if the Board approves this action the Aptitud Community Academy at Goss, as a district traditional school, will continue to operate at the same site, with the same students, and with the same programs.

Hilaria Bauer, Ph.D., Superintendent

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

8.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 24, 2023

Subject: **Leanlab Education Grant Award**

Staff Analysis: Leanlab Education has awarded Sheppard Middle School a grant in the amount of $1,600.00. Leanlab will compensate Sheppard Middle School with at $1,000.00 unrestricted grant to support the school's ability to participate fully in the Leanlab co-design research project. Two Sheppard Middle School teachers will be compensated in the amount of $300 stipend. The award start date is May 12, 2023, through June 30, 2023.

Leanlab Grant funds are used to support Sheppard Middle Schools mission to provide an educationally enriching environment and inspire its students to become active and engaged learners as they pursue academic success, global citizenship, higher education, and careers of their choosing.

Recommendation: Information only.

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Information Only

8.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Agreement") sets the terms and understanding between Leanlab Education ("Leanlab") and Sheppard Middle School ("School Partner") to conduct a co-design research project ("Project") at the school partner site.

Background

Whereas, Leanlab Education—community based education innovation nonprofit based in Kansas City, Missouri—believes the attainment of educational outcomes for all students will be accelerated when those most impacted by education issues—parents, students, and educators—become active participants in the design and innovation process, working hand-in-hand with entrepreneurs and researchers to identify, influence, and launch breakthrough educational innovations in the form of technologies and services.

Whereas, In doing so, Leanlab seeks School Partners to engage in co-design research, actively testing new innovations in collaboration with innovators, working toward creating new solutions that accelerate student outcomes.

Whereas, The purpose of the Project is to

- To rapidly improve student outcomes in defined areas.
- To measure the effectiveness of participating in community co-design on education innovations.
- To find cost effective, efficient ways to measure the effectiveness of emergent education innovations on student outcomes.
- To launch sustainable ventures that have the potential to scale.

Term and Termination

1. Term. The term of this Agreement will take effect on March 1, 2023, and will continue throughout the course of the Project until the end of the completion of the Project as outlined in Appendix A.
2. Termination. Each party reserves the right to terminate this Agreement at any time upon the provision of two (2) business days prior written notice of its intent to terminate.

Funding

Leanlab will provide research and testing services at a no-money-exchanged level from the start of the Project until the culmination of the project. Leanlab will compensate the school partner with a $1000 unrestricted grant to support the school's ability to participate fully in the Leanlab co-design research project. The grant will be dispersed upon completion of the project and all tasks outlined in Appendix A. Individual teacher participants will be compensated with a $300 stipend upon completion of the project and all tasks outlined in Appendix A. Leanlab will submit to the District (ARUSD) payment and supporting documentation for each teacher. Leanlab's District contact will be the Fiscal Administrator. The District agrees to pay the teachers the stipend through ARUSD's payroll Department with all applicable statutory benefits. Each participant will execute a separate consent form with Leanlab in order to participate in the study.

Scope of Work

I. Leanlab RESPONSIBILITIES
   A. Erin Heubert and Laura Burgos will serve as the designated Leanlab primary contacts for purposes of this Agreement and shall be responsible for ensuring Leanlab's performance of the tasks set forth herein.
   B. Assume all administrative tasks associated with its responsibilities as outlined in Appendix A.

II. SCHOOL PARTNER RESPONSIBILITIES
   A. The Sheppard Middle School Principal will serve as the School Partner's primary contact for the purposes of this Agreement and shall be responsible for the School Partner's performance of the tasks set forth herein.
   B. School Partner will make appropriate personnel available to ensure a successful project.
   C. School Partner will support Leanlab's recruiting efforts by providing brand assets to Leanlab for the promotion of School Partner's participation in the Project. School Partner agrees that Leanlab may use School Partner's name and logo to acknowledge School Partner's participation in the Project in public discussion and printed or electronic promotional materials.

D. School Partner's participating personnel will participate in all required programming and training (see Appendix A) throughout the course of the Project at mutually agreed upon dates and times.

E. School Partner agrees to provide Leanlab data related to students' participation in the venture ("Student Data") for purposes of Leanlab's evaluation, research, and study of the impact of the venture on student outcomes (collectively the "Permitted Purposes"). The specific Student Data to be provided will be mutually agreed upon by the parties but may include information that is considered "personally identifiable information" pursuant to 34 C.F.R. § 99.3 ("PII"), in which case: (a) School Partner will obtain any consent required to be collected by the Family Educational Rights and Privacy Act and regulations promulgated thereunder (20 U.S.C. § 1232g et seq.; 34 CFR Part 99 et seq.); (b) Leanlab will use such PII only for the Permitted Purposes and will not disclose the PII to any person or entity other than its employees and contractors in furtherance of the Permitted Purposes; and (c) Leanlab may use Student Data that does not constitute PII, including any Student Data that has been de-identified, for Leanlab's product development, product improvement, research, and marketing purposes.

F. School Partner represents and warrants it has obtained all required consents, licenses, approvals, and/or permissions (from any student and/or their guardian) to authorize Leanlab to perform its obligations under this Agreement.

Intellectual Property

1. Leanlab's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of Leanlab and all the rights thereto are and shall remain the sole and exclusive property of Leanlab.
2. The School Partner's name and logos and all related trademarks, trade names, and other intellectual property, whether registered or not, and the goodwill associated therewith, are the valuable property of the School Partner and all the rights thereto are and shall remain the sole and exclusive property of the School Partner.

Miscellaneous

1. Non-Assignment. During the Term of this Agreement, the parties agree that they shall not assign, transfer, or sell the rights provided for under it without prior written consent of the others.
2. Severability. If any provision herein is found to be in conflict with any California law or regulation, it is the intention of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.
3. Governing Law. This Agreement shall be governed and interpreted in all respects according to the laws of the State of California.
4. Modification. This Agreement may be modified, amended, or changed only upon the execution of a written modification document signed by both parties.
5. Entire Agreement. This Agreement contains the entire agreement between the parties hereto, superseding all other representations, inducements, promises, or agreements between them, oral or otherwise, prior or contemporaneous.
6. All Leanlab employees, staff, and/or agents performing work or providing services under this Agreement that may come directly or indirectly in contact with any student, minor, or have direct or indirect access with any FERPA information must undergo background checks. All such background checks must be performed and passed prior to any such personnel having any contact with any student or minor or access to any FERPA protected information. At a minimum, all background checks must include a Department of Family Services background check, a criminal background check, and fingerprinting. Leanlab shall not hire any personnel for the fulfillment of this Agreement and agrees to immediately remove any personnel who have any Department of Family Services claims that would raise concerns about inappropriate behavior with minors, where a criminal offense has been alleged or committed that raises concerns about inappropriate behavior with minors, where there has been a conviction for any sex-related office or any other offense of moral turpitude or otherwise indicating a lack of acceptable moral character for associating with minors, where there has been a determination of any physical and/or mental abuse of a minor, and/or where there has been a termination of cause due to inappropriate behavior with minors in any project, program, and/or location of services of Leanlab.

Summary of Roles and Responsibilities

School Partners Receive

- An unrestricted $1000 grant to support the school's ability to fully participate in the Leanlab co-design research project.
- Individual teacher participants receive a $300 stipend as compensation for their time.
- Opportunity to give feedback directly to entrepreneurs that will influence product development.
- Prominent logo recognition on all website and recruitment materials as it relates to the Project, press releases, and significant visibility at Leanlab's events. Significant recognition as a leader in Kansas City education innovation.
- Opportunity to join our school network and learn from other innovative schools on best practices and co-design research breakthroughs.
- Access to all research and findings, and recognition in a nationally visible research project.

School Partners Give

- Timely communication (within 48 hours) with Leanlab staff.
- Access to necessary school personnel, facilities and supplies for a successful co-design research partnership.
- Access to school brand assets, such as logos, for marketing use on website and digital materials as it related to the Project.
- Lead End Users and relevant support staff engage in all professional development trainings and research programming during the Project period (outlined in Appendix A) on mutually agreed upon dates and times to be established in collaboration with school staff.

APPENDIX A
SCOPE OF WORK

Teacher Participant Scope of Study

1. All teachers will participate in the 60-minute training session led by Sown To Grow's team. The training session will include guidance on implementation and how to integrate it into the classroom routine. Teachers will then be instructed to use Sown To Grow with their students as they understood in the training but also be allowed to modify the way it is used should an easier, more effective method be found.
2. For the next six weeks, teachers will implement the Sown to Grow SEL module with their students. During that time, teachers will use an online journal to record their experiences and thoughts along the way. The journal will be created by the Leanlab research team and include tasks to complete during the six weeks and spaces to provide feedback on each task and how it went. This will help learn how each teacher and administrator is implementing Sown To Grow, identify ways teachers are straying from the instructions they were given, identify variations in teacher implementation, and identify strengths and challenges of each teacher's implementation choices.
3. At the end of the trial period, Leanlab researchers will conduct a 45-minute interview and/or focus group with all teacher and administrator participants to gather additional data on implementation practices.

{{REMAINDER OF PAGE LEFT BLANK INTENTIONALLY - SIGNATURE PAGE FOLLOWS}}

IN WITNESS WHEREOF, Leanlab Education and School Partner hereby enter into this Agreement as on the effective date first outlined in the "**Term and Termination**" section.

Signed by:

Leanlab Education

Katie Boody

CEO, Leanlab Education

Date: _____

School Partner:

Jennifer Doherty

Jennifer Doherty

ARUSD, Sheppard Principal

Date: _____

_____

Dr. Hilaria Bauer

ARUSD, Superintendent

Date: _____

8.04

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: April 25, 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: May 11, 2023
Regular Board Meeting

Recommend Approval

8.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Doc ID: 3c500e30036cd8d83d0ad740329f83b1afe08bba

Alum Rock Union Elementary School District

Field Trip Information Sheet

Overnight Field Trips are in BOLD

Field Trips for Board Approval: May 11, 2023

School	Field Trip Event	City, and County	Date	Grade	# of classes	Budget (coding)	Purpose: (academic standard the trip supports)
Sheppard	O'Neill Sea Odyssey	Santa Cruz	05/22/2023	6th	2	060-3010-0-5835-00-1110-1000-000000-170-1190	To allow the students to explore marine life and how we can help our oceans.
Sheppard	O'Neill Sea Odyssey	Santa Cruz	05/24/2023	6th	2	060-3010-0-5835-00-1110-1000-000000-170-1190	To allow the students to explore marine life and how we can help our oceans.
Aptitud	Santa Cruz Beach Boardwalk	Santa Cruz	05/30/2023	8th	2	060-9010-0-5835-00-1110-1000-000000-120-2111	8th Grade Celebration Field Trip
Hubbard	Discovery Kingdom	Vallejo Solano County	05/30/2023	8th	2	010-0000-0-5835-00-1110-2700-000000-080-5000 060-3010-0-5808-00-1110-1000-000000-080-1910	8th Grade Field Trip Students will learn about engineers who constructed and built these rides.
Linda Vista	Oakland Zoo	Oakland	05/23/2023	1st	3	060-3010-5835-00-1110-1000-000000-00-1190	Learn about zoo animals and their habitats.
Renaissance @ Mathson	CSU East Bay Pioneer Stadium	Hayward	05/13/2023	Girls Soccer Team		010-0000-0-5835-00-1110-1000-000000295-5270	For the team to bond and learn about the roles that are available on a professional club.
Dorsa	Monterey Bay Aquarium	Monterey	06/02/2023	8th	2	060-3010-0-5808-00-1110-1000-000000-150-1190	Study of marine habitats, study of ecosystems, pollution to climate change.

Dropbox Sign

Audit trail

Title	May 2023 Field Trip Information
File name	May 2023 Field Trip Informaiton.pdf
Document ID	3c500e30036cd8d83d0ad740329f83b1afe08bba
Audit trail date format	MM / DD / YYYY
Status	• Signed

Document History

SENT	**05 / 02 / 2023** 18:06:19 UTC	Sent for signature to Sandra Garcia (sandra.garcia@arusd.org) from maria.patino@arusd.org IP: 206.213.189.99
VIEWED	**05 / 02 / 2023** 19:35:11 UTC	Viewed by Sandra Garcia (sandra.garcia@arusd.org) IP: 73.189.37.158
SIGNED	**05 / 03 / 2023** 19:36:20 UTC	Signed by Sandra Garcia (sandra.garcia@arusd.org) IP: 73.189.37.158
COMPLETED	**05 / 03 / 2023** 19:36:20 UTC	The document has been completed.

9.01

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

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

Staff Analysis:

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

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

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

Meeting: May 11, 2023
Regular Board Meeting

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-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 11, 2023

CERTIFICATED RESIGNATIONS:

I. **Resignation:**

1.	Arroyo, Julie	Assistant Principal Position/Ocala Steam Academy	06/30/2023
2.	Lara, Veronica	Assistant Principal/Sheppard Middle School	06/30/2023
3.	Santarina, Travis	P.E./Renaissance Academy I	06/08/2023

HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES

May 11, 2023

CLASSIFIED RESIGNATIONS:

I. **Resignations:**

1.	Hutson, Harold	Autism Intervention Assistant/Special Education Services	04/17/2023
2.	Salontay, Johanna Otero	Paraeducator Special Education II & Campus Paraeducator Renaissance I	04/24/2023

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

9.02

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Adopt the District's Initial Bargaining Proposal to Open Negotiations with Teamsters Local 150 for the period of July 1, 2023 to June 30, 2026.**

Staff Analysis:

Staff recommends that the Board of Trustees adopt the District's initial proposal for the period July 1, 2023 to June 30, 2026 as presented and direct the Superintendent and/or her designee to begin negotiations with Teamsters Local 150.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

9.02

Agenda Placement

Meeting: May 11, 2023
Regular Board Meeting

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

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

May 11, 2023

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

Pursuant to the provisions of Government Code Section 3547 (the Rodda Act), all initial proposals of the exclusive representative employee groups and the District shall be presented at a public meeting of the District and shall thereafter be public records. The District hereby submits its bargaining proposal for July 1, 2023 - June 30, 2026.

Article XI	Hours, Overtime, and Work Year
Article XII	Evaluation
Article XVII	Bargaining Unit Member and Dependent Insurance Coverage
Article XXI	Transportation
Article XXII	Pay and Allowance

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

Hilaria Bauer, Ph.D., Superintendent

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

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

9.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Receive Teamsters Local 150 Initial Bargaining Proposal to Open Negotiations with the Alum Rock Union Elementary School District for the period of July 1, 2023 to June 30, 2026.**

Staff Analysis:

District administration is recommending that the Board of Trustees receive Teamsters Local 150 initial proposal for July 1, 2023 to June 30, 2026 as presented and direct the Superintendent and/or designee to begin negotiations.

Submitted by: Dr. George Kleidon Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

Meeting: May 11, 2023
Regular Board Meeting

9.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

4/26/23

Hilaria Bauer
Superintendent
Alum Rock USD
2930 Gay Ave.
San Jose, CA 95127

Dear Superintendent Bauer,

As we mentioned in our March 2023 letter Teamsters Local 150 would send under separate cover to the District the Articles that we wish to open to cover our members bargaining interests for our new three year agreement and for completion of the sunshine process. These articles are as follows:

Article 5-Duration
Article 6-Concerted Activities
Article 8-Transfer, Promotion and Reclassification
Article 10-Leaves
Article 14-Vacation and Holiday
Article 17-Bargaining Unit Member and Dependent Insurance
Article 21-Transportation
Article 22-Pay and Allowance

We look forward to yet another respectful and productive set of negotiations with the District and appreciate the professionalism that is always present when we meet to bargain with one another.

Sincerely,

Alan Daurie,
Business Agent

Teamsters Local 150

Alan Daurie
Business Agent
Phone: 916-392-7070 Ext. 24
Email: Alan150@aol.com
7120 East Parkway
Sacramento, CA 95823
www.teamsters150.org

10.07

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: April 7, 2023

Subject: **Black Oak Therapy**

Staff Analysis: Black Oak speech therapist will provide speech and language therapy to students enrolled in Alum Rock District. They will administer testing for speech delay, write reports, attend IEP meetings, and consult with teachers and parents. This contract will be for the remainder of the 2022-2023 school year and extend into the 2023-2024 school year.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Black Oak Therapy for the 22-23 and 23-24 school year. The cost of this contract is $176,000.

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

10.07
Agenda Placement

Meeting: May 11, 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. _____

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: Black Oak SpeechTherapy, Inc.

   Address: 1160 Sucast Ln. #9 City: El Dorado Hills State: CA Zip: 95762

   Phone: (530) 728-0757 Email Address: blackoaktherapy@gmail.com

   SSN: _____ or Fed I.D. #: 90-2241265

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 12, 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").

   Black Oak Speech Therapist will provide speech and language therapy to students enrolled in Alum Rock District. They will administer testing for speech delay, write reports, attend IEP meetings, and consult with teachers and parents. This contract will be for the remainder of the 2022-2023 school year and extend into the 2023-2024 school year.

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:** $105.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5750	1190	000000	380	1820	176,000	

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

BLACK OAK THERAPY

Alex Stewart, MS, CCC-SLP
Speech-Language Pathologist/Owner
530-728-0757
blackoaktherapy@gmail.com
www.blackoaktherapy.com

Payment Schedule 2023

Please see Individual Contract for more information regarding cancellation fees or fees not stated in this Payment Schedule.

SLP Services (see below)-- $105/hr

- Speech, Language, Literacy Evaluations (evaluation, scoring and analysis, & report writing)
- Speech, Language, and Literacy Treatment Sessions (individual or group)
- School Observations
- Parent Conferences
- IEP Meetings
- RtI Meetings
- Screenings
- Team Collaboration
- Consultation with Other Professionals
- Documentation Time for SLP
- SLP-A or Clinical Fellow Supervision
- Mandatory Trainings

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 20, 2023

Subject: **Delta Healthcare Providers**

Staff Analysis: Delta Healthcare services students at various sites with speech therapy identified needs per the student's IEP. Therapist will provide services to all special education students in need of required educationally-related speech therapy.

Recommendation: Staff recommends that the Board of Trustees approve the contract with Delta Healthcare Providers for the 2023-2024 school year. The cost of this contract is $152,200.

Submitted by: Anthony Colonna Title: Director, Special Education

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

To the Board of Trustees: Meeting: May 11, 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

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Special Education Department (School/Dept.) VENDOR NO. 300720

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: Delta Healthcare Providers

   Address: 3100 Olympus Blvd. #500 City: Dallas State: TX Zip: 75019

   Phone: (800) 521-5060 Email Address: _____

   SSN: _____ or Fed I.D. #: 46-4718231

   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").

   Delta Healthcare services students at various sites with speech therapy identified needs per the student's IEP. Therapist will provide services to all special education students in need of required educationally-related speech therapy.

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:** $120.00/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	5815	00	5750	1120	000000	380	1820	152,200	

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

delta
healthcare providers

Special Education Contracted Services
Delta Healthcare Providers

1. General Description:
   - Delta Healthcare Providers is seeking to provide therapeutic/educational staffing services to Alum Rock School District. The scope of staffing services that Delta Healthcare Providers can assist with is: Speech Language Pathologists (SLP), Occupational Therapists and Occupational Therapy Assistants (OTs, OTA's), Physical Therapists and Physical Therapy Assistants (PTs, PTA's), Nurses (RN, LVN), Mental Health Specialists (LCSWs, LPCs, etc.) who provide assessments, evaluations, counseling, observations in both English and Bilingual. Services can be delivered on in person or via Tele-therapy per what Alum Rock School District determines.

   - Delta Healthcare Providers is a nationally recognized leader in the staffing industry since 1997, offering staffing solutions nationwide. At Delta Healthcare Providers, we pursue providers with impeccable talent, a willingness to learn, and we remain confident in their ability to positively impact each facility they provide care at.

2. Summary of Experience
   - Delta Healthcare Providers is a nationally recognized leader in the staffing industry since 1997, offering staffing solutions nationwide. We pride ourselves on the ability to create access across multiple facets for our clients. Specifically, Delta Healthcare Providers has partnered with numerous school districts in the nation.

     Delta Healthcare Providers
     3100 Olympus Blvd, Suite 500
     Dallas, TX 75019

3. Scope of Services
   - Delta Healthcare Providers works to fulfill the needs of clients across the nation. We pride ourselves on the ability to create access across multiple facets for our clients. Specifically, Delta Healthcare Providers has partnered with numerous school districts in the nation. and subsequently had over 75 therapists providing healthcare in schools. Over the course of the last year, with the support of these 75+ therapists, greater than 3,000 students have had access to an accredited therapist, therapy education, and resources to further their wellbeing. Of these placements, our providers have confidently served ages Pre-K through 12th. At Delta Healthcare Providers, we pursue providers with impeccable talent, a willingness to learn, and we remain confident in their ability to positively impact each facility they provide care to.

delta
healthcare providers

To support such endeavors, we have the following:

- 25 years of industry knowledge
- Direct contact with personal Staffing Consultants
- Clinical Fellowships
- Problem-Resolution Mentoring
- Continuing Education
- 24/7 Credentialing and Human Resources teams
- Licensing Team
- Operations Unit to ensure smooth transition into work and thorough communication on client services

4. Financial Proposal (hourly rate dependent on experience)
    - SLP - $100 -$125
    - OT – $80 -$95
    - PT – $80 - $95
    - Willing to work on any other specialties that you may need and to collaborate on hourly rate at that time.

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

10.03

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

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

Subject: ProSolve LLC - Quest

Staff Analysis: ProSolve provides the Quest Camp experience which gamifies literacy, SEL and active learning in a camp format. The program will run daily from 8am-12pm at George Middle School and Sheppard Middle School serving up to 80 students.

Recommendation: Staff recommends the Board of Trustees approve the summer contract with ProSolve LLC - Quest. Cost of contract $112,000.00

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: May 11, 2023
Regular Board Meeting

Recommend Approval

10.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (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: ProSolve LLC - Quest

   Address: 2870 Peachtree Rd. NW #915-6579 City: Atlanta State: GA Zip: 30305

   Phone: (858) 999-1617 Email Address: bryceson@prosolve.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 20, 2023 end date July 21, 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:

   ProSolve provides the Quest Camp experience which gamifies literacy, SEL and active learning in a camp format. The program will run daily from 8am-12pm at George Middle School and Sheppard Middle School serving up to 80 students.

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

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

   _____ b. **Other:** $112,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS OFC Initials
060	2600	0	5815	00	1110	1000	020110	360	7392	$112,000.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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QUEST

QUEST is a highly engaging classroom experience that focuses on developing students' critical thinking, creativity, communication, and collaboration. QUEST combines the physical elements of board games, the digital interface of a video game, and the strategy of escape rooms, immersing students in experiential and play-based learning. QUEST has been proven to increase engagement, strengthen emotional intelligence and build the soft skills needed for college, career and life.

Our QUEST subscription includes a digital license per facilitator that affords access to the QUEST training portal and interactive game interface. The physical QUEST base game box provides a classroom with all physical components required to play QUEST. The base game includes eight boxes of materials, over 200 unique game items, and 30 hours of gameplay and activities.

The QUEST Kit includes:

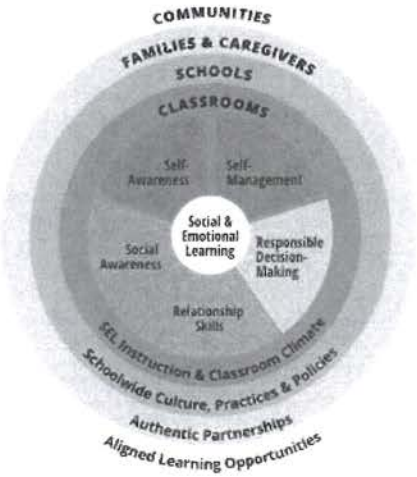
- 1 Teacher Box
- 7 Episode Boxes
- 10+ tutorial videos
- 20+ hours game time
- 40+ animated videos
- 200+ game items



QUEST Connect is comprised of six-modules of CASEL Framework-aligned hands-on SEL activities and guided discussions. Lessons are designed to help students master the skills that will help them succeed at QUEST and in the real world.

QUEST Connect Module Themes:

- From Self Awareness to Team Awareness
- Communication: Listening, Negotiation & Debate
- Goal Setting & Long-Term Planning
- Personal & Collective Decision-Making
- Problem-Solving & Strategy
- Perseverance & Growth Mindset



ProSolve | 2870 Peachtree Rd NW #915-6579, Atlanta, GA 30305
(858) 999 – 1617 | Bryceson Littlewood bryceson@prosolve.com
www.prosolve.com

The QUEST Camp Experience

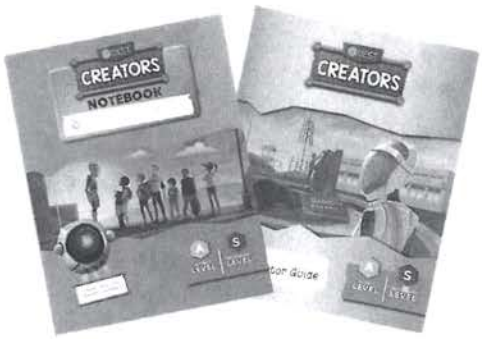
Immerse students in an unparalleled world where learners take the lead!

Research proves that learning is social, emotional, cognitive, and academic; however, educators are challenged to find fully integrated solutions that activate each of these critical learning domains AND are super exciting for students!

The QUEST Camp experience is an innovative and connected solution that gamifies literacy, social/emotional awareness and active learning in a fresh, fun, and inclusive experience that keeps players engaged from beginning to end.



The QUEST Creators classroom package is a 30-hour expansion to the QUEST Base Game and provides all the material needed to help students transition from consumers of gameplay to creators of their own storylines. As students develop and produce original characters, artwork, challenges and scenarios, they are empowered to see themselves not only as thinkers and doers, but as architects of experience. The pairing of creative work with SEL and writing activities offers a holistic approach to self-knowledge, and ultimately, self- esteem.



QUEST Creators is purchased by class cohort and consists of individual student consumables and a Facilitator Guide. QUEST Creators culminates with a family and community event displaying student work and presentations.

QUEST Team Trials presents a gamified approach to physical fitness and social-emotional learning. Through a series of physical challenges and games, students hone their coordination, fine-tune motor skills, and develop tools for self-expression and social interaction. Aligned to CASEL Competencies and SHAPE America Standards.



ProSolve provides in-person and virtual professional development opportunities for staff to become fully prepared to successfully implement QUEST. Training opportunities cover everything facilitators will need to utilize the QUEST platform, operate the game, and develop their students. Depending on implementation size, ProSolve may also provide a project manager to help coordinate the rollout and ongoing implementation of a large-scale deployment. This services also includes an online event management platform to help organize events, analytics on usage, student/educator perception growth data, and program feedback.

ProSolve | 2870 Peachtree Rd NW #915-6579, Atlanta, GA 30305
(858) 999 – 1617 | Bryceson Littlewood bryceson@prosolve.com
www.prosolve.com

QUEST

ProSolve is honored to partner with ARUESD and join their mission of providing meaningful learning experiences to summer students. ProSolve will provide 40+ hours of QUEST course material for ARUESD teachers to help develop students' social and emotional skills and increase engagement in ARUESD summer programs. QUEST kits are provided to classrooms and contain all needed components including 4 boxes of material, over 200 unique game items, and over 40 hours of direct class instruction. ProSolve will also provide full digital licenses to all facilitators allowing access to the QUEST teaching and training portal. The Portal provides access to the QUEST game interface and includes all online teaching resources and training modules required for implementation.

ProSolve will also provide 4 staff to facilitate QUEST Camp during summer. ProSolve will provide analytics on student attendance, growth in SEL development and use of the Four Cs as well as provide survey-driven student and facilitator feedback.

Alum Rock Union School District Summer Camp Scope of Work

VUSD QUEST Summer Structure

- 80 Middle School students
- 4 ProSolve Staff
- Program Start Date: June 20, 2023 | Program End Date: July 21, 2023
- Program will run daily from 8am - 12pm

Product	Quantity	Product Description	Total
QUEST Physical Kit	4	• Reusable, all-inclusive QUEST game box • All required teacher resources and student consumables per classroom • Seven Episode Boxes with over 200 unique game items • 40+ hours of hands-on, problem-based curriculum	$1,000
QUEST Summer Subscription	43	• Per-facilitator license provides digital access to the online platform • CASEL-aligned SEL lessons and activities for all QUEST episodes • Quest Creators kit boxes	$6,000
QUEST Student Materials	80	• Per student team gear includes a water bottle, drawstring backpack and wristbands • All student consumable materials	$4,000
ProSolve Facilitators	4	• 2 facilitators will be at George Middle School, 277 Mahoney Drive, San Jose, CA 95127 and 2 to Sheppard Middle School, 480 Rough and Ready Road, San Jose, CA 95133 • They will provide 5 weeks of QUEST Camp to students during summer camp	$96,000

Total Investment: $112,000.00

ProSolve | 2870 Peachtree Rd NW #915-6579, Atlanta, GA 30305
(858) 999 – 1617 | Bryceson Littlewood bryceson@prosolve.com
www.prosolve.com

ProSolve

PROSOLVE QUOTE

2870 Peachtree Rd NW #915-6579
Atlanta, Georgia 30305

prosolve.com

Quote Number	00000851	Created Date	3/16/2023
Prepared By	Bryceson Littlewood	Bill To Name	Alum Rock Union Elementary School Dist
Phone	4802428955	Phone	Summer Camp dates: June 20, 2023 - July
Email	bryceson@prosolve.com		

Product	List Price	Discount (%)	New Price	Quantity	Total Price
- Program Facilitator for 5 Weeks	$24,000.00	0.00	$24,000.00	4.00	$96,000.00
QUEST - Digital License (All Access+)	$1,500.00	0.00	$1,500.00	4.00	$6,000.00
QUEST - Physical Kit (Season 1)	$250.00	0.00	$250.00	4.00	$1,000.00
QUEST Camp (Student Seat)	$50.00	0.00	$50.00	80.00	$4,000.00
QUEST Creators Class Kit	$1,250.00	0.00	$1,250.00	4.00	$5,000.00

Total List Price	$112,000
Total Product Discount	0.00%
Grand Total	$112,000.00

Scope of Work

Product	Quantity	Product Description
- Program Facilitator for 5 Weeks	4.00	ProSolve will provide the necessary staff to execute the scope of work. Each staff member has completed a background check and has received extensive training from us to become certified to deliver our programs. Pricing includes all travel expenses.
QUEST - Digital License (All Access+)	4.00	Our QUEST subscription is a full digital license that covers the entire school year it is purchased for. This license is per teacher. The license provides access to our training portal to teach facilitators how to use their QUEST product, as well as give them access to our interactive game interface to play with students. This Advanced license grants access to all additional curriculum and resources.
QUEST - Physical Kit (Season 1)	4.00	Our physical QUEST kit provides a classroom with all the needed physical components they will need to play QUEST. This includes 8 boxes of material, over 200 unique game items, and over 20 hours of direct class instruction.
QUEST Camp (Student Seat)	80.00	ProSolve has 40+ hours of course material developing students' social/emotional skills, the 4 C's, and increasing student engagement. Additionally, we provide a project manager to help coordinate the program, an online event management platform to help organize the event, and analytics on attendance, growth, and program feedback.
QUEST Creators Class Kit	4.00	Our QUEST Creators Class Kit is an expansion to our QUEST kits and provides all the material needed to help your students go from players to creators. These kits are consumable, one-time uses, and can be used for a classroom of 25 students. The course material provides up to 60 hours of direct classroom instruction time and is aligned to ELA and CASTLE standards.

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 EDUCATION

To the Board of Trustees: Date: April 7, 2023

Subject: Think Together Inc.

Staff Analysis: Think Together will provide summer learning recovery services for up to 280 students across two school sites (Ryan & Painter) for nine hours per day over 22 program days. They will assign 16 Program Leaders to deliver the services and pay for all curricular materials, supplies to deliver services.

Recommendation: Staff recommends the Board of Trustees approve the summer contract with Think Together Inc. Cost of contract $336,723.00

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: May 11, 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: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal Dept. (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: Think Together Inc.

   Address: 2101 East Fourth Street Ste 200B City: Santa Ana State: CA Zip: 92705

   Phone: (714) 543-3807 Email Address: richard.tran@thinktogether.org

   SSN: _____ or Fed I.D. #: rbarth@thinktogether.org

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 20, 2023 end date July 21, 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:

   Think Together will provide summer learning recovery services for up to 280 students across two school sites (Ryan & Painter) for nine hours per day over 22 program days. They will assign 16 Program Leaders to deliver the services and pay for all curricular materials, supplies to deliver 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:** $336,723.00 (describe rate agreement) Not to exceed $336,723.00

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	020110	360	7392	$336,723.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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think

April 6, 2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
Think Together Non-Instructional Day Services Proposal

Background
Alum Rock Union Elementary School District (ARUESD) has solicited Think Together to provide non-instructional day services during the summer of 2023. This proposal responds to that request.

Scope of Work
Think Together will provide non-instructional day services for up to 280 students at Ben Painter Elementary and Ryan STEAM Academy over 22 Program days as listed below:

- Ben Painter Elementary: Serving 100 students for up to 5.5 hours of instruction and 40 students for up to nine hours of instruction per program day, a total of 140 students
- Ryan STEAM Academy: Serving 100 students for up to 5.5 hours of instruction and 40 students for up to nine hours of instruction per program day, a total of 140 students

Think Together will assign a total of 16 Program Leaders to deliver the services at a supervision ratio of not more than one staff member to 20 students (1:20) and a supervision ratio of not more than one staff member to 10 students for Transitional Kinder/Kinder students (1:10), incorporating six "floaters" to help maintain ratios. Each site will be supervised by a Site Coordinator. The project will be managed by a Quality Assurance Coach. Think Together will pay for all curricular materials, consumable supplies and personal protective equipment required to deliver the services. Think Together will apply a 15% administrative fee.

Pricing
ARUESD will pay Think Together a fee of **$336,723** to deliver the scope of work described above.

Personnel

22 Program Leaders	$169,510
2 Site Coordinators	$8,390
1 Quality Assurance Coach	$1,540
Total Personnel	**$179,440**

Operating

Curricula and Supplies	$113,363
Administrative Fee (15%)	$43,920
Total Operating	**$157,283**
Total Project Cost	**$336,723**

2101 East Fourth Street Suite 200B
Santa Ana, CA 92705

Doc ID: 0b3d59c6e917e6e82d3a13b7839b76977e8ca590

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 EDUCATION

To the Board of Trustees: Date: April 7, 2023

Subject: YMCA of Silicon Valley

Staff Analysis: YMCA of Silicon Valley and ARUSD are collaborating to offer extended summer learning opportunities for up to 160 students for 5 weeks (12pm-5pm) across two sites (LUCHA & Adelante II). The Summer Enrichment Programs will help to improve the academic success of children while offering a 9 hour day.

Recommendation: Staff recommends the Board of Trustees approve the summer contract with YMCA of Silicon Valley. Cost of contract $161,600.00

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: May 11, 2023
Regular Board Meeting

Recommend Approval

10.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (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: YMCA of Silicon Valley

   Address: 80 Saratoga Avenue City: San Jose State: CA Zip: 95051

   Phone: (408) 298-1717 Email Address: Angela.Rodriguez@ymcasv.org

   SSN: _____ or Fed I.D. #: mhaughey@ymcasv.org

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 20,2023 end date July 21, 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:

   YMCA of Silicon Valley and ARUSD are collaborating to offer extended summer learning opportunities for up to 160 students for 5 weeks (12pm-5pm) across two sites (LUCHA & Adelante II). The Summer Enrichment Programs will help to improve the academic success of children while offering a 9 hour day.

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:** $ 161,600.00 (describe rate agreement) 160 students will be served at 5 weeks Adelante II (80 students): $80,800 and LUCHA (80 students): $80,800.

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	020110	360	7392	$161,600.00	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

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FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

YMCA SUMMER ENRICHMENT PROGRAM SCHOOL PARTICIPATION AGREEMENT

Between YMCA of Silicon Valley and Alum Rock Union School District

Mission:
Our Y is committed to empowering future generations by closing the Opportunity Gap. Our Summer Enrichment Programs surround our youth with developmental opportunities that focus on academic enrichment, strengthening literacy, and instilling 21st Century Learning Skills that provide experiences and access to grow and thrive.

PREAMBLE

The YMCA of Silicon Valley (hereafter "YMCA") and the Alum Rock Union School District, Adelante II & LUCHA (hereafter "School") enter into this Agreement to set forth the terms and conditions upon which they will collaboratively engage in an Afterschool Enrichment Summer Program to improve the educational success of participants and provide enrichment (hereafter, "the Program(s)"). The Program(s) covered under this Agreement is:

Summer Enrichment Program

YMCA and Alum Rock Union School District (hereafter "Party" or "Parties") desire to improve educational opportunities for youth in their community and are participating in the Program to achieve that end. Summer Enrichment Programs seek to improve the academic success of children in low-income environments. Each Party recognizes that the success of the Program is dependent upon full adherence to the following terms and conditions.

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

Overview and Contract Amount:

1. YMCA and School agree to work cooperatively and in good faith to achieve the objectives of the Program as outlined below to School by YMCA.

2. The Parties agree to jointly create a collaboration plan that will include:
   a. Meetings, as needed between the school principal (or his/her designee in case of a scheduling conflict) and the YMCA "Program Site Director", to develop a Program Plan, discuss Program progress and updates, discuss teacher/staff observations, share successes, make amendments to the Program Plan in response to data collected, and facilitate communication with teachers and parents/guardians/families.
   b. A protocol for emergencies, such as a school closure, student injury/illness, or other unexpected event which interrupts or significantly impacts the provision of programming and services in the school building or on school grounds. The

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protocol will conform to the Parties' existing emergency protocols and all legal requirements.

c. The development and distribution of public communications such as newsletters, e-mails, reports, and general Program marketing materials. The Parties will comply with all YMCA of the USA ("Y-USA") brand, trademark and advertising requirements related to such materials.

3. To provide a five hour Summer Enrichment program (12pm-5pm) from June 20,2023-July 21,2023 at Adelante II & LUCHA schools.
4. Payment:
   The district agrees to pay the total cost of:
   The weekly cost of participation in the program is $202 per student per week x5 weeks x 80 students = $80,800 per school x 2 schools =**$161,600**. Payment is not to exceed $161,600.
   The cost is inclusive of any scheduled vendors and or field trips.

Staff and Student Selection

1. The school's principal will work with the YMCA to recommend staff and/or other School staff who might be recruited for the Program as YMCA employees, volunteers, or as school staff assigned to serve as liaisons.

2. The YMCA Senior and/or Program-Director shall have final authority to hire staff who will deliver Program components, including certified teachers to help ensure that the Summer Enrichment Program components and activities align to the school's day curricula.

3. The school's principal and the selected teachers will recommend students to participate in the Program based on YMCA priority criteria for inclusion. The Programs are particularly interested in serving students who meet any of the following criteria:
   a. At risk of non-proficiency in state standardized tests in reading
   b. Eligible for free and reduced lunch program

4. The YMCA Program Site Director and staff will have final authority to determine which students will be invited to participate in the Program.

Data Collection, Disclosure and Storage

1. Collection of Participant and Non-Participant Data.
   a. *Participant Defined*. Any student who is selected based on the criteria set forth above in Paragraph 4 and approved to participate in the Program by the YMCA Program Site Director shall become a participant upon submission of a signed program Release (each, a "Participant"). A student who has not submitted the

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Program Release cannot be considered a Participant. Instead, that student is considered a "Non-Participant".

b. *Compliance with FERPA and applicable privacy laws*. The Parties acknowledge that student-level data is critical to analysis of Program metrics. The YMCA agrees to acquire parent/caregiver consent in compliance with the Family Educational Rights and Privacy Act ("FERPA") and any and all applicable state or local laws regarding educational rights and privacy from participants to share certain data between them. Confidential information includes, but is not limited to, the information in subsection 2 below.

c. Collection of Participant Data.
School agrees to provide the following participant-specific information to the YMCA:
   - Student attendance data.
   - Data regarding classroom behavior and discipline.
   - Reading scores.

d. Summer Enrichment School Assistance with Data.
School also agrees to provide YMCA and Y-USA reasonable access to School staff members familiar with the data for further assessment/analysis of the data.

2. Disclosure of Data.
   a. Disclosure of Participant Data to YMCA and Other Business Partners.
   Pursuant to Education Code § 49076(c) and 34 CFR § 99.31(b), School may share student records or information without the consent of the student's parent or guardian if the records or information are de-identified, which requires the removal of all personally identifiable information. School agrees that all Participant data, with personal identifiers removed (to the extent required by applicable law), for purposes of analysis and program improvement. Other business partners engaged in analysis of the Program may obtain de-identified information, but solely for purposes of analyzing, improving, and reporting on the Program.

   School agrees that the YMCA, or then current business partner, engaged in analysis of the Program may report aggregate, de-identified, participant data analysis to the School, which may use them for purposes of improving instruction and the Program.

   b. Disclosure to Third Parties
   School understands that such data may be referenced in reports to funders, newsletters, or other publications related to the Program; however, no data from individual students that is not de-identified will be reported. Further, individual schools/school districts will not be identified in any reporting and only aggregate, de-identified data will be reported.

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Neither Party shall disclose any findings or analysis from non-public data without prior written consent of the other party (and/or any Program Participant, as defined above, as appropriate), other than summary data that does not identify any individual person; such data may include expenditure patterns, and expenditure per pupil or category of pupil.

3. Protection and Security of Stored Data.

YMCA agrees that, other than as necessary with respect to the Program, data will be kept confidential. YMCA agrees to maintain appropriate network and other data security to protect any School student data in its possession. YMCA agrees to notify School as soon as reasonably practicable if it has any reason to believe there has been a breach of data security relevant to the data subject to this Agreement, and any data has been lost, tampered with, or otherwise illegally accessed. All electronic data analysis will be performed on password-protected computers.

YMCA shall maintain the confidentiality and safeguard the analysis of any data gathered as a result of this Agreement, and will not, without the prior consent of School, disclose any findings or analysis derived from non-public information other than: (a) summary data as set forth herein (b) data and analysis of such summary data used to promote the educational and research purposes of the Project or its implications for further work related to the Achievement Gap; and (c) data and findings that have been made publicly available without breaching any of the YMCA's confidentiality obligations.

Program Implementation: Term

1. School shall make the following spaces available to the YMCA for the Program at the times indicated: classrooms, computer lab or cart, cafeteria, outdoor space/grounds, restrooms and other spaces deemed necessary to fulfill the Program requirements and expectations. The summer school and program dates are June 20, 2023, through July 21, 2023 with no program on July 3 and July 4. Summer Learning Program hours are 12:00-5:00pm.
    a. Computer Lab and internet access from 12:00 pm to 3:30 pm for testing days and requested academic support as needed (i-ready, Raz Kids, etc.)

2. School shall provide general security and custodial services. Please provide phone number for janitors.

3. YMCA shall identify third parties for Program enhancement (music, arts, virtual field trips, etc.) but shall confirm that such third parties are acceptable to School prior to contracting with them.

4. School will provide office space for a full-time YMCA Program Site Director at the School. YMCA or School shall provide a desktop or laptop computer with an internet connection for the office space. School shall also provide either a printer for the

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office space or the ability for the YMCA Program Site Director to print from the office space.

5. School will host site visit observations conducted by YMCA staff to help ensure Program fidelity and for the purposes of quality assurance.

6. YMCA and/or School shall provide healthy meals and/or snacks for each Program participant on a daily basis aligned with Healthy Eating and Physical Activity Eating (HEPA) standards.

7. The Parties shall agree how certain joint costs will be shared between them and except as aforesaid; each Party shall bear its own costs, if any, for execution of its obligations under this Agreement. (The parties shall agree how cost should be shared amongst them if any, for execution of its obligation under this Agreement)

8. If applicable school shall provide training for y staff on reading programs being used and recommended for the summer.

9. The school will provide the pre/post-test on the first day of programing and the last day of programming.

INSURANCE

The YMCA will keep in force at a minimum; one million dollars combined single limit liability insurance for bodily injury, property damage and personal injury.

The YMCA of Silicon Valley will keep in force and shall cause the Alum Rock Union School District to be named as "Additional Insured", at minimum, one million dollar combined single limit liability insurance for bodily injury, property damage and personal injury and legal liability related to the program. The YMCA of Silicon Valley will provide a copy of the endorsement to the Alum Rock Union School District.

VI. ASSIGNMENT AND TRANSFER

The Alum Rock Union School District shall not assign or transfer to others.

VII. INDEMNIFICATION

The Alum Rock Union School District shall indemnify and hold harmless the YMCA of Silicon Valley (YMCA SV), including its officers, directors, employees and agents, from and against any and all liability, losses, damages and

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expenses, including reasonable attorneys' fees and costs, incurred by the YMCA SV which arise out of or relate to the wrongful, willful, or negligent act or omission of, its officers, directors, employees or agents, in the performance of this Agreement.

The YMCA of Silicon Valley shall indemnify and hold harmless Alum Rock Union School District including its officers, directors, employees and agents, from and against any and all liability, losses, damages and expenses, including reasonable attorney's fees and costs, incurred by Alum Rock Union School District which arise out of or related to the wrongful, willful, or negligent act or omission of its officers, directors, employees or agents, in the performance of this Agreement.

VIII. APPLICATION LAW

This Agreement represents the entire understanding of the parties, and it is under the jurisdiction and subject to the laws of the State of California.

IX. TERMINATION OF AGREEMENT

Each party has the right to terminate this contract at any time for any reason with a ten (10) day notice.

YMCA of Silicon Valley

By: _____
James Hori
President & CEO

Date: 4-6-2023

Alum Rock Union School District

By: _____
Dr Hilaria Bauer
Superintendent

Date:

Doc ID: 359ff2b157074ecfa213eed7e7186ba5cb449a20

Miscellaneous Provisions

1. This Agreement shall be governed by the laws of the State of California.

2. Each Party shall have responsibility for supervision and compliance of the terms herein by its own employees, contractors, and volunteers.

3. Each Party shall adhere to its applicable policies with respect to Child Abuse Prevention and training in its performance under this Agreement.

4. Each Party shall maintain appropriate insurance for its obligations under this Agreement.

5. YMCA agrees to indemnify and defend School and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of YMCA and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from YMCA's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

6. Alum Rock Union School District agrees to indemnify and defend YMCA and its employees and agents from any and all claims, damages, and liability in any way occasioned by or arising out of the negligence of District and/or its employees/officers/agents in the performance of this Agreement, including any sanctions, penalties, or claims of damages resulting from District's failure to comply with any law, regulation, or ordinance, including but not limited to those listed in this Agreement.

7. The Parties agree that they are independent of each other and of YMCA of the USA; neither Party shall be deemed an employee, servant, agent, partner or joint venture of the other or of YMCA of the USA.

8. Each Party agrees it has obtained the appropriate authority to enter into this Agreement.

9. For the purpose of executing this Agreement, the Parties hereto agree that a facsimile or electronic (e.g. .pdf) record of this Agreement or other electronic signatures shall serve as original signatures.

10. Notices will be deemed accomplished if sent via U.S. Mail, return receipt requested, fax, electronic email, postage prepaid, or courier service, to the following:

Alum Rock Union School District	YMCA of Silicon Valley
Hilaria Bauer, Ph.D - Superintendent	JAMES HORI, PRES. & CEO
Name and Title (print)	*Name and Title (print)*

Doc ID: 359ff2b157074ecfa213eed7e7186ba5cb449a20

2930 Gay Avenue - San Jose, CA 95127
Address

408-928-8000
Phone and E-mail

80 SARATOGA AVE.
SANTA CLARA, CA. 95051
Address

(408) 621-2813 jim.hori@ymcasv.org
Phone and E-mail

Duration of Agreement; Amendments

1. This Agreement is effective on June 20, 2023, and shall end on July 21, 2023, unless terminated by YMCA with 30 days advance notice. Termination of this Agreement for any cause or its expiration shall not release either party from any liability that accrued on or before the date of termination or which may thereafter arise with respect to any act or omission occurring on or before the date of termination, or from any duty or obligation that by its nature should extend beyond the expiration or earlier termination of this Agreement, including without limitation the provisions related to storage and disclosure of data.

2. This Agreement is the entire agreement between the Parties and cannot be amended or modified other than by written agreement of both Parties.

ACCEPTED AND AGREED

Alum Rock Union School District

Signature

Hilaria Bauer, Ph. D - Superintendent
Name and Title (print)

2930 Gay Avenue - San Jose, CA 95127
Address

408-928-8000
Phone and E-mail

Date

YMCA of Silicon Valley

James Hori
Signature

JAMES HORI, PRES/CEO
Name and Title (print)

80 SARATOGA AVE. SANTA CLARA, CA. 95051
Address

(408) 621-2813 jim.hori@ymcasv.org
Phone and E-mail

4-6-2023
Date

Doc ID: 359ff2b157074ecfa213eed7e7186ba5cb449a20

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT 11.01

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

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

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

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

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

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

To the Board of Trustees: Meeting: May 11, 2023

Recommend Approval Regular Board Meeting

11.01

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
May 11, 2023 Board Meeting

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Aptitud Academy Rebecca Williams	05/12/23- 06/30/23	Paws to Share	$480.00	Paws to Share will bring certified pets to campus for students, staff and faculty to engage. Services to be provided for students K-8 and staff. Funding: Restricted
Lyndale Elementary Kasturi Basu	05/12/23- 06/12/23	Science from Scientists	$2,500.00	Teacher Orientation: Science from Scientists will engage teachers on hands-on STEM lessons and understanding their science curriculum. Science Night: up to four Scientist Educators at up to three tables will deliver engaging STEM lessons to students for Science Night. Funding: Restricted
Ryan STEAM Academy Yeny Rosales	05/12/23- 05/12/23	Science from Scientists	No Cost	Science from Scientists will engage approximately 160 students from 3rd-5th grade in science, technology, mathematics, and engineering literacy that are aligned to Next Generation Science Standards. Funding: N/A
Business Services Kolvira Chheng	05/01/23- 06/30/24	Crowe LLP	$25,000.00 NTE	Yearly audit and reporting on financial statements of Alum Rock Union School District's Bond Program for Measure J and Measure I for the year ending June 2023. Funding: Restricted
Business Services Kolvira Chheng	05/01/23- 06/30/24	Crowe LLP	$85,000.00 NTE	Yearly audit and reporting on Alum Rock Union School District's Financial Statements for the year ending June 2023. Funding: General

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

Business Services Kolvira Chheng	07/01/23- 06/30/25	Emics Inc., DBA: Informed K12	$77,711.00	Multi-year service contract: Provide an easy-to-use workflow automation and digital forms solution that will help school district administrators: manage all forms and paperwork electronically, automate critical school business processes, and track approval workflows across departments. Funding: General
Special Education Anthony Colonna	08/01/23- 06/30/24	Alette Brooks DBA: Autism Workshop	$40,000.00	Alette Brooks will provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder that are registered in Alum Rock. Funding: Restricted
Special Education Anthony Colonna	07/01/23- 06/30/24	Vista Center for the Blind and Visually Impaired	$10,000.00	Orientation and Mobility training will be provided to students who have a visual impairment which limits or causes a safety issue when traveling in familiar or unfamiliar environments. This service is required as per students' IEP for the two students enrolled in Alum Rock with visual impairment. Service will be provided during the 2023/2023 SY and include Extended School Year (ESY) for both the 2022/2023 and 2023/2024 SY. Funding: Restricted

PROFESSIONAL CONSULTANT SERVICES – FIRMS/ORGANIZATIONS

State and Federal Sandra Garcia	06/20/23- 07/21/23	Envisioneers	$49,251.28	Envisioneers will provide an in-person summer program for up to 80 students at Sheppard and George Middle School: 6 hrs a day, Monday-Friday. This program will consist of social emotional learning and hands-on STEAM-based activities. Funding: Restricted
State and Federal Sandra Garcia	06/20/23- 07/21/23	Kodely	$13,249.80	Kodely will provide a five-week tech literacy, design thinking, and entrepreneurship-focused summer program for TK-K at four elementary school sites (TBD) serving 40 students at each site during a 1.5-hour session. Program held during the 2022/2023 Extended Year Program. Funding: Restricted
State and Federal Sandra Garcia	06/20/23- 07/21/23	KV Educational Services	$61,000.00	KV Educational Services will provide CTE ART, Media & Entertainment academic enrichment services at 2 school sites: 40 students per school site: grades 3rd-5th and 6th-8th. The program will run as part of the 2022/2023 Extended Year Program. Funding: Restricted

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Aptitud Academy (School/Dept.) VENDOR NO. 300664

Submitted by: Rebecca Williams

☑ **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: Paws to Share

   Address: 925 Catalina Ave City: Seal Beach State: CA Zip: 90740

   Phone: (888) 695-6845 Email Address: jgoldfarb@paws-to-share.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 12th, 2023, and will diligently perform as required and complete performance by June 30th, 2023, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **CONTRACTOR'S OBLIGATION:** Contractor shall provide the following services, materials, products, and/or reports as further described in **Exhibit A**, attached hereto and incorporated herein by this reference ("Services").

   Paws-to-Share will bring certified pets to campus for students, staff, and faculty to engage. Services to be provided to students K-8 and staff.

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:** $ $480.00 (describe rate agreement) $30 per pet per hour, 4 pets for 4 hours.

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	120	1190	$480.00	

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

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Master Services Agreement

Project Name: Paws-to-Share Day

Date: April 6, 2023

Service Provider:	Paws-to-Share
Address	925 Catalina Ave. Seal Beach, CA 90740
Phone:	562-219-2175

This Service Order incorporates by reference all terms, provisions and conditions set forth in the Master Services Agreement between ALUM ROCK UNION SCHOOL DISTRICT ("District") and Paws-to-Share ("Service Provider") dated April 25, 2022 ("MSA").

When fully executed in counterparts, this Service Order authorizes Service Provider to provide the Services described below:

Date of Services:	TBD
Scope of Services:	Paws-to-Share with bring certified pets to campus for students, staff and faculty to engage with. Total number of dogs, date of visit, length of visit, and location/style of visit to be determined. Paws-to-Share will coordinate all logistical elements of the visit, including ensuring all pets/handlers join as agreed, set up the visit location as mutually agreed to, e.g., placing a temporary barrier fence around the visit location, at no additional fee.
Fee for Services	$30 per pet, per hour of visit

Approval Signatures:

This Service Order may be executed in counterparts, all of which together shall constitute a completely executed Service Order. A copy of a signed Service Order in PDF or facsimile format shall be considered as valid and binding as an original.

	District Representative	**Service Provider Representative**
By:		Jaime Goldfarb
Signature:		
Title:	Superintendent Bauer	President
Date		April 6, 2023

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Lyndale ES (School/Dept.) VENDOR NO. 300142

Submitted by: Kasturi Basu

☑ **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: Science from Scientists

Address: 533 Airport Blvd. Suite 135 City: Burlingame State: CA Zip: 94010

Phone: (_____) Email Address: bvarkevisser@sciencefromscientists.org

SSN: _____ or Fed I.D. #: 20-0792574

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 12, 2023, and will diligently perform as required and complete performance by June 12, 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").

Teacher Orientation: Science from Scientists will engage teachers on our hands-on STEM lessons and insight into how we can help with understanding their science curriculum. Science Night: up to four Scientist Educators at up to three tables will deliver engaging STEM lessons to students for Science Night.

4. **COMPENSATION:** District agrees to pay Contractor for services satisfactorily rendered pursuant to this Agreement. Payment for the Services shall be made for all undisputed amounts based upon the delivery of the work product as determined by District within thirty (30) days after Contractor submits an invoice to District for Services actually completed or the portion of the Services for which payment is to be made. District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing services for District.

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

☑ b. **Other:** $2,500 (describe rate agreement) One teacher training session at $500 and lesson delivery for Science Night at Lyndale Elementary at $2,000

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	030	1190	$2,500.00	

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

SCIENCE
FROM SCIENTISTS

Brian Varkevisser
Director of Operations
Science for Scientists
bvarkevisser@sciencefromscientists.org

To whom it may concern,

SCOPE OF WORK - Science Night with Science from Scientists

Provide hands-on STEM (science, technology, engineering, and math) lessons to students participating in the Science Night Event. We will visit Lyndale Elementary for up to two hours at an afterschool Science Night event to be scheduled between the dates of 5/11/23 - 6/06/23. SfS staff are individuals with degrees in STEM and or significant STEM industry experience who have been trained and coached to deliver STEM lessons at tables in up to three rooms at the event. SfS staff work in pairs to prepare and deliver up to three different STEM lessons with one lesson per table.

SCOPE OF WORK - Scientist Teacher Orientation

Provide introduction to Lyndale Elementary teachers regarding the planning, preparation, delivery and follow-up of STEM lessons to students. Standards for communicating visits with teachers will be described in detail. Lessons are designed to align to Next Generation Science Standards (NGSS) as well as applicable state science and engineering standards and benchmarks in every region where SfS operates school programs.

Rate of Pay

$2,000 for the Science Night Event, $500 for Scientist Teacher Orientation

- Brian Varkevisser, Director of Operations

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

FROM: Ryan STEAM Academy (School/Dept.) VENDOR NO. 300142

Submitted by: Ms. Yeny Rosales

☑ 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: Science from Scientists Inc.

Address: 1 DEANGELO DRIVE SUITE C City: BEDFORD State: MA Zip: 01730

Phone: (650) 280-2009 Email Address: california@sciencefromscientists.org

SSN: _____ or Fed I.D. #: 20-0792574

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on May 12, 20 23, and will diligently perform as required and complete performance by May 12, 20 23, 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").

Science from Scientists will engage appx with 160 students from 5 classes ranging from 3rd-5th grade in science, technology, mathematics, and engineering literacy that are aligned to Next generation science standards.

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:** $ 0.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	3010	0	5815	00	1110	1000	000000	100	1190	zero	

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

SCIENCE
FROM SCIENTISTS

Brian Varkevisser
Director of Operations
Science for Scientists
bvarkevisser@sciencefromscientists.org

To whom it may concern,

SCOPE OF WORK

Provide hands-on STEM (science, technology, engineering, and math) lessons to students. We will schedule one visit to Ryan STEAM Elementary spring of 2023.

SfS staff are individuals with degrees in STEM and or significant STEM industry experience who have been trained and coached to deliver STEM lessons in a formal classroom environment. SfS staff work alongside classroom teachers and other school faculty to select, sequence, prepare, deliver, and evaluate SfS lessons.

SfS lessons are available for several topics including physics, engineering, anatomy and physiology, chemistry, earth science, life science, technology, and scientific practices. Every lesson is designed in the 5E Instructional Learning Model and aligned to the Next Generation Science Standards (NGSS) as well as applicable state science and engineering standards and benchmarks in every region where SfS operates school programs. SfS provides all of the materials and equipment for each lesson, as well as optional follow-up activities, videos, and evaluation questions and prompts.

Rate of Pay

With a cost of $0.00, the breakdown per visit becomes $0.00 and $0.00 per student.

- Brian Varkevisser, Director of Operations

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

PURCHASING
MAY 3 2023 AM 11:21

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 021155

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:

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [x] 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: Crowe LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: (916)441-1000 Email: Jeff.Jensen@crowe.com

SSN: _____ Fed I.D. #: 94-3033425

CONTRACT TERM: start dates May 1, 2023 end date June 30, 2024

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

Yearly Audit and Reporting on the Financial Statements and Performance Audit of Alum Rock School District Bond Program for Measure J and Measure I for Year Ending June 2023.

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 $25,000.00

Describe other related costs: Measure I - $15,500, Measure J - $8,500 and $1,000 for Reimbusables.

BUDGET CODE: 210 9600 0 5812 00 9000 8500 000000 450 9600 H. Truong 4/13/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: 4/13/23

Asst. Supt., of Business Services: _____ Date: 4/13/23

Superintendent: _____ Date: _____

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Crowe LLP
Independent Member Crowe Global

400 Capitol Mall, Suite 1400
Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

February 22, 2023

Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District
2930 Gay Ave
San Jose, California 95127-2322

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client's Measure J and Measure I General Obligation Bonds for activity for the year ending June 30, 2023.

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the

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financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph or a separate section in the auditor's report, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

PERFORMANCE AUDIT SERVICES

Our Responsibilities We will conduct a performance audit on the Client's Measure J and Measure I General Obligation Bonds activity for the year ending June 30, 2023. The objective of our Performance Audit will be to determine if the bond funds have been expended only on the specific projects listed in

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accordance with the requirements of Proposition 39, as specified by Section 1(b)(3)(C) of Article XIII A of the California Constitution.

The objective of a performance audit is to provide assurance or conclusions based on an evaluation of sufficient, appropriate evidence against stated criteria, such as specific requirements, measures, or defined business practices. Performance audits provide objective analysis so that management and those charged with governance and oversight can use the information to improve program performance and operations, reduce costs, facilitate decision making by parties with responsibility to oversee or initiate corrective action, and contribute to public accountability. We will plan and perform the performance audit in accordance with performance audit standards contained in Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or material noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the performance audit objectives.

In making our risk assessments, we consider internal control that is significant within the context of the audit objectives in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control significant within the context of the audit objectives that we have identified during the audit. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

FINANCIAL AND PERFORMANCE AUDIT SERVICES

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

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The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year after the date the Financial Statements are made available to be issued.

Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

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Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

FEES

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Additionally, we may invoice you for actual out-of-pocket expenses (e.g. expedited delivery services, travel, business services, etc.). We will also invoice you for a business services fee, to be billed at 5% of other invoiced fees. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Financial Statement and Performance Audit of Measure I General Obligation Bonds for the year ending June 30, 2023	$15,500
Financial Statement and Performance Audit of Measure J General Obligation Bonds for the year ending June 30, 2023	$8,500
Total	$24,000

We will invoice you as our services are rendered.

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The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

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Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
DocuSigned by: BD62E9DE138B416...	DocuSigned by: A4DD146890324EE...
Signature	Signature
Kolvira Chheng	Jeffrey Jensen
Printed Name	Printed Name
Assist. Supt., Bus. Svcs.	Partner
Title	Title
March 20, 2023	March 20, 2023
Date	Date

DocuSign Envelope ID: CDA31680-CCA8-4579-BA2D-2DEFEAF6D75E

Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

USE OF THIRD-PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers in the ordinary course of Crowe business operations. Third-party providers used in the ordinary course of Crowe

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business operations include without limitation email providers, cyber-security providers, and data hosting centers. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in

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responding to or addressing any request from a consumer or data subject, a data privacy authority with jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe

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customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's

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Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing

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party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

PURCHASING
MAY 3 2023 AM 11:20

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 021155

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:

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [x] 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: Crowe LLP

Address: 400 Capitol Mall Suite #1400 City: Sacramento State: CA Zip: 95814

Phone: (916) 441-1000 Email: Jeff.Jensen@crowe.com

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates May 1, 2023 end date June 30, 2024

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

Yearly Audit and Reporting on the Financial Statements of Alum Rock S.D. for the Fiscal Year Ending June 2023.

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 $85,000

Describe other related costs: $79,500 - Annual Audit + $5,500 Out of Pocket Reimbursement.

BUDGET CODE: 010-0000-0-5812-00-0000-7100-000000-700-7100 4/13/23
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____
Director of Fiscal Services: _____ Date: 4/13/23
Asst. Supt., of Business Services: _____ Date: 4/13/23
Superintendent: _____ Date: _____

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Crowe

Crowe LLP
Independent Member Crowe Global

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Sacramento, CA 95814-4498
Tel +1 916 441 1000
Fax +1 916 441 1110
www.crowe.com

February 22, 2023

Mr. Kolvira Chheng
Assistant Superintendent of Business Services
Alum Rock Union Elementary School District
2930 Gay Avenue
San Jose, California 95127-2322

Dear Mr. Chheng:

This letter confirms the arrangements for Crowe LLP ("Crowe" or "us" or "we" or "our") to provide the professional services discussed in this letter to Alum Rock Union Elementary School District ("you", "your" or "Client"). The attached Crowe Engagement Terms, and any other attachments thereto, are integral parts of this letter, and such terms are incorporated herein.

AUDIT SERVICES

Our Responsibilities

We will audit and report on the financial statements of the Client for the year ending June 30, 2023.

We will audit and report on the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of the Client for the period(s) indicated.

In addition to our report on the financial statements, we plan to evaluate the presentation of the following supplementary information in relation to the financial statements as a whole, and to report on whether this supplementary information is fairly stated, in all material respects, in relation to the financial statements as a whole.

- Combining and Individual Fund Financial Statements and Schedules
- Organization
- Schedule of Average Daily Attendance
- Schedule of Instructional Time
- Schedule of Expenditures of Federal Awards
- Reconciliation of Unaudited Financial Report with Audited Financial Statements
- Schedule of Charter Schools

In addition to our report on the financial statements, we also plan to perform specified procedures in order to describe in our report whether the following required supplementary information is presented in accordance with applicable guidelines. However, we will not express an opinion or provide any assurance on this information due to our limited procedures.

- Management's Discussion and Analysis

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- Budgetary Comparison Schedules
- Schedule of the Client's Proportionate Share of the Net Pension Liability
- Schedule of Contributions

The document will also include the following additional information that will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will disclaim an opinion:

- Schedule of Financial Trends and Analysis – Unaudited

The objective of the audit is the expression of an opinion on the financial statements. We will plan and perform the audit in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require that we obtain reasonable, rather than absolute, assurance about whether the financial statements are free of material misstatement whether caused by error or fraud, and that we report on the Schedule of Expenditures of Federal Awards (as noted above), and on your compliance with laws and regulations and on its internal controls as required for a Single Audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal programs as a whole. Because of inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with applicable standards. An audit is not designed to detect error or fraud that is immaterial to the financial statements.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment including the assessment of the risks that the financial statements could be misstated by an amount that we believe would influence the judgment made by a reasonable user of these financial statements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. As required by the standards, we will maintain professional skepticism throughout the audit.

In making our risk assessments, we obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances but not for the purpose of expressing an opinion on the effectiveness of the Client's internal control. However, we will communicate in writing to those charged with governance and management concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit. We will communicate to management other deficiencies in internal control identified during the audit that have not been communicated to management by other parties and that, in our professional judgment, are of sufficient importance to merit management's attention. We will also communicate certain matters related to the conduct of the audit to those charged with governance, including (1) fraud involving senior management, and fraud (whether caused by senior management or other employees) that causes a material misstatement of the financial statements, (2) illegal acts that come to our attention (unless they are clearly inconsequential) (3) disagreements with management and other significant difficulties encountered in performing the audit and (4) various matters related to the Client's accounting policies and financial statements. Our engagement is not designed to address legal or regulatory matters, which matters should be discussed by you with your legal counsel.

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As part of our audit, we will conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for a reasonable period of time.

We expect to issue a written report upon completion of our audit of the Client's financial statements. Our report will be addressed to the Board of Trustees of the Client. Circumstances may arise in which it is necessary for us to modify our opinion, add an emphasis of matter or other matter paragraph, or withdraw from the engagement.

In addition to our report on the financial statements and supplemental information, we plan to issue the following reports:

- Independent Auditor's Report on Compliance with State Laws and Regulations – The purpose of this report on compliance is solely to describe the scope of our testing of compliance with State Laws and Regulations, and the results of that testing, based on the requirements of the State of California's Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting. Accordingly, this report is not suitable for any other purpose

- Independent Auditor's Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* — The purpose of this report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Client's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

- Independent Auditor's Report on Compliance for Each Major Federal Program and Report on Internal Control Over Compliance -- The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

We will also perform tests of controls including testing underlying transactions, as required by the Uniform Guidance, to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of your major federal awards programs. We will determine major programs in accordance with the Uniform Guidance. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed. We will inform you of any non-reportable conditions or other matters involving internal control, if any, as required by the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will also perform tests of your compliance with applicable laws, regulations, contracts and grants. However, because of the concept of reasonable assurance and because we will not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud or defalcations, may exist and not be detected by us. However, the objective of our audit of compliance relative to the financial statements will not be to provide an opinion on overall compliance with such provisions, and we will not express such an opinion. We will advise you, however, of any matters of that nature that come to our attention, unless they are clearly inconsequential.

The Uniform Guidance requires that we plan and perform the audit to obtain reasonable assurance about whether you have complied with certain provisions of laws, regulations, contracts and grants. Our procedures will consist of the applicable procedures described in the United States Office of Management and Budget (OMB) Compliance Supplement for the types of compliance requirements that could have a direct and material effect on each of your major programs. The purpose of our audit will be to express an

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opinion on your compliance with requirements applicable to major Federal award programs. Because an audit is designed to provide reasonable assurance, but not absolute assurance, the audit is not designed to detect immaterial violations or instances of noncompliance.

Our audit and work product are intended for the benefit and use of the Client only. The audit will not be planned or conducted in contemplation of reliance by any other party or with respect to any specific transaction and is not intended to benefit or influence any other party. Therefore, items of possible interest to a third party may not be specifically addressed or matters may exist that could be assessed differently by a third party.

The working papers for this engagement are the property of Crowe and constitute confidential information.

However, we may be requested to make certain working papers available to your oversight agency or grantors pursuant to authority given to them by law, regulation, or contract. If requested, access to such working papers will be provided under the supervision of our personnel. Furthermore, upon request, we may provide photocopies of selected working papers to your oversight agency or grantors. The working papers for this engagement will be retained for a minimum of three years after the date our report is issued or for any additional period requested by the oversight agency or pass-through entity. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the working papers.

Government Auditing Standards require that we provide you with a copy of our most recent peer review report, which accompanies this letter.

The Client's Responsibilities

The Client's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America. Management is also responsible for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error or fraud.

The Client's management is also responsible for complying with applicable laws, regulations, contracts and grants and such responsibility extends to identifying the requirements and designing internal control policies and procedures to provide reasonable assurance that compliance is achieved. Management has the responsibility to make Crowe aware of significant contractor relationships in which the contractor is responsible for program compliance. Client's management is responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that the auditor reports. Additionally, it is management's responsibility to follow up and take corrective action on reported audit findings, to establish and maintain a process for tracking the status of findings and recommendations, and to prepare a summary schedule of prior audit findings, which should be available for our review, and a corrective action plan.

Management has the responsibility to adopt sound accounting policies, maintain an adequate and efficient accounting system, to safeguard assets, and to design and implement programs and controls to prevent and detect fraud. Management's judgments are typically based on its knowledge and experience about past and current events and its expected courses of action. Management's responsibility for financial reporting includes establishing a process to prepare the accounting estimates included in the financial statements and to devise policies to ensure that the Client complies with applicable laws and regulations.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Client's ability to continue as a going concern for one year after the date the Financial Statements are made available to be issued.

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Management is responsible for providing to us, on a timely basis, all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters. Management is also responsible for providing such other additional information we may request for the purpose of the audit, and unrestricted access to persons within the Client from whom we determine it necessary to obtain audit evidence. Additionally, those charged with governance are responsible for informing us of their views about the risks of fraud within the Client, and their knowledge of any fraud or suspected fraud affecting the Client.

Management is responsible for adjusting the financial statements to correct material misstatements related to accounts or disclosures. As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit, including that the effects of any uncorrected misstatements aggregated by us during the audit are immaterial, both individually and in the aggregate, to the financial statements, and to the Client's compliance with the requirements of its Federal programs. Management acknowledges the importance of management's representations and responses to our inquiries, and that they will be utilized as part of the evidential matter we will rely on in forming our opinion. Because of the importance of such information to our engagement, you agree to waive any claim against Crowe and its personnel for any liability and costs relating to or arising from any inaccuracy or incompleteness of information provided to us for purposes of this engagement.

Management is responsible for the preparation of the supplementary information identified above in accordance with the applicable criteria. As part of our audit process, we will request from management certain written representations regarding management's responsibilities in relation to the supplementary information presented, including but not limited to its fair presentation in accordance with the applicable criteria, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information. In addition, it is management's responsibility to include the auditor's report on supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information. It is also management's responsibility to present the supplementary information with the audited financial statements or, if the supplementary information will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by Client of the supplementary information and the auditor's report thereon.

Management is responsible for the preparation of the required supplementary information identified above in accordance with the applicable guidelines. We will request from management certain written representations regarding management's responsibilities in relation to the required supplementary information presented, including but not limited to whether it has been measured and presented in accordance with prescribed guidelines, the method of measurement and presentation and any significant assumptions or interpretations underlying the supplementary information.

At the conclusion of the engagement, it is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the designated federal clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of thirty days after receipt of the auditor's reports or nine months after the end of the audit period.

Management is responsible for report distribution responsibilities, including determining which officials or organizations will receive the report and making the report available to the public as applicable when the audit organization is responsible for report distribution.

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OTHER SERVICES

Financial Statement Preparation

The Client will provide us with the necessary information to assist in the preparation of the draft financial statements including the notes thereto. We are relying on the Client to provide us with the detailed trial balance, note disclosure information and any other relevant report information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the financial statements.

Preparation of the Schedule of Expenditure of Federal Awards

The Client will provide us with the necessary information to prepare the draft schedule of expenditure of federal awards including the notes thereto. We are relying on the Client to provide us with all information required by the Uniform Guidance for the schedule, notes and other relevant reporting information in a timely fashion and ensure the data is complete and accurate. Management is solely responsible for the presentation of the schedule of expenditures of federal awards.

Recordkeeping Assistance

The Client will provide us with the necessary information to assist you in your recordkeeping. We will propose year end adjusting entries to management for your review and approval, including cash to accrual conversion entries. We are relying on the Client to provide us with the necessary information in a timely fashion and ensure the data is complete and accurate.

Data Collection Form input services

We will provide assistance in completing sections of the Data Collection Form (DCF) relative to its federal award programs pursuant to the requirements of Section §200.512 of the Uniform Guidance that are promulgated to be completed by the Client. While we may provide this data entry service and assist you in satisfying your electronic data communication requirements to the Federal Audit Clearinghouse, the completeness and accuracy of this information remains the responsibility of your management.

With respect to the above other services, we will perform the services in accordance with applicable professional standards. We, in our sole professional judgment, reserve the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities. In connection with performing the above other services, you agree to: assume all management responsibilities including making all management decisions; oversee the service by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services.

BOND OFFERINGS

With respect to any official statements issued by the Client with which Crowe is not involved, the official statement should indicate that the auditor is not involved with the contents of such official statement. The disclosure should read as:

"Crowe, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. Crowe also has not performed any procedures relating to this official statement."

In delivering services to Client, Crowe may use subsidiaries owned and controlled by Crowe within and outside the United States. Crowe subsidiaries are subject to the same information security policies and requirements as Crowe LLP and will meet the requirements set forth in the confidentiality and data protection provisions of this Agreement.

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FEES

Our fees, exclusive of out-of-pocket expenses and certain technology charges, are outlined below. Additionally, we may invoice you for actual out-of-pocket expenses (e.g. expedited delivery services, travel, business services, etc.). We will also invoice you for a business services fee, to be billed at 5% of other invoiced fees. The business services fee reflects our estimate of costs including but not limited to technology, data security, administrative support, processing support, and other related support on this engagement. Our invoices are due and payable upon receipt. Invoices that are not paid within 30 days of receipt are subject to a monthly interest charge of one percent per month or the highest interest rate allowed by law, whichever is less, which we may elect to waive at our sole discretion, plus costs of collection including reasonable attorneys' fees. If any amounts invoiced remain unpaid 30 days after the invoice date, you agree that Crowe may, in its sole discretion, cease work until all such amounts are paid or terminate this engagement.

Description of Services	Fee Amount
Audit of Alum Rock Union Elementary School District Financial Statements for the year ending June 30, 2023	$79,500

The above fee assumes no more than three federal programs will be subject to testing in the period ended June 30, 2023. Each additional program requiring testing above the number of programs tested in the preceding fiscal year will be billed at $5,000 per program. We will invoice you as our services are rendered.

The fees outlined above are based on certain assumptions. Those assumptions may be incorrect due to incomplete or inaccurate information provided, or circumstances may arise under which we must perform additional work, which in either case will require additional billings for our services. Examples of such circumstances include, but are not limited to:

- Changing service requirements
- New professional standards or regulatory requirements
- New financial statement disclosures
- Work caused due to the identification of, and management's correction of, inappropriate application of accounting pronouncements
- Erroneous or incomplete accounting records
- Evidence of material weakness or significant deficiencies in internal controls
- Substantial increases in the number of significant deficiencies in internal controls
- Regulatory examination matters
- Change in your organizational structure or size due to merger and acquisition activity or other events
- Change in your controls
- New or unusual transactions
- Agreed-upon level of preparation and assistance from your personnel not provided
- Numerous revisions to your information
- Lack of availability of appropriate Client personnel during fieldwork.
- Additional audit procedures relating to the impact of COVID-19 on Client or additional regulatory requirements relating thereto.

Additionally, to accommodate requests to reschedule fieldwork without reasonable notice, additional billings for our services could be required, and our assigned staffing and ability to meet agreed upon deadlines could be impacted.

Due to such potential changes in circumstance, we reserve the right to revise our fees. However, if such a change in circumstances arises or if some other significant change occurs that causes our fees to exceed our estimate, we will advise management.

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Our fees are exclusive of taxes or similar charges, as well as customs, duties or tariffs, imposed in respect of the Services, any work product or any license, all of which Client agrees to pay if applicable or if they become applicable (other than taxes imposed on Crowe's income generally), without deduction from any fees or expenses invoiced to Client by Crowe.

The Client and Crowe agree that the Client may periodically request Crowe to provide additional services for accounting and reporting advice regarding completed transactions and potential or proposed transactions. The fees for such additional services will be based on Crowe's hourly billing rates plus expenses or as mutually agreed upon between the Client and Crowe.

To facilitate Crowe's presence at Client's premises, Client will provide Crowe with internet access while on Client's premises. Crowe will access the internet using a secure virtual private network. Crowe will be responsible for all internet activity performed by its personnel while on Client's premises. In the event Client does not provide Crowe with internet access while on Client's premises, Client will reimburse Crowe for the cost of internet access through other means while on Client's site.

MISCELLANEOUS

For purposes of this Miscellaneous section, the Acceptance section below, and all of the Crowe Engagement Terms, "Client" will mean the entity(ies) defined in the first paragraph of this letter and will also include all related parents, subsidiaries, and affiliates of Client who may receive or claim reliance upon any Crowe deliverable.

Crowe will provide the services to Client under this Agreement as an independent contractor and not as Client's partner, agent, employee, or joint venturer under this Agreement. Neither Crowe nor Client will have any right, power or authority to bind the other party.

This engagement letter agreement (the "Agreement") reflects the entire agreement between the parties relating to the services (or any reports, deliverables or other work product) covered by this Agreement. The engagement letter and any attachments (including without limitation the attached Crowe Engagement Terms) are to be construed as a single document, with the provisions of each section applicable throughout. This Agreement may not be amended or varied except by a written document signed by each party. No provision of this Agreement will be deemed waived, unless such waiver will be in writing and signed by the party against which the waiver is sought to be enforced. It replaces and supersedes any other proposals, correspondence, agreements and understandings, whether written or oral, relating to the services covered by this letter, and each party agrees that in entering this Agreement, it has not relied on any oral or written representations, statements or other information not contained in or incorporated into this Agreement. Any non-disclosure or other confidentiality agreement is replaced and superseded by this Agreement. Each party shall remain obligated to the other party under all provisions of this Agreement that expressly or by their nature extend beyond and survive the expiration or termination of this Agreement. If any provision (in whole or in part) of this Agreement is found unenforceable or invalid, this will not affect the remainder of the provision or any other provisions in this Agreement, all of which will continue in effect as if the stricken portion had not been included. This Agreement may be executed in two or more actual, scanned, emailed, or electronically copied counterparts, each and all of which together are one and the same instrument. Accurate transmitted copies (transmitted copies are reproduced documents that are sent via mail, delivery, scanning, email, photocopy, facsimile or other process) of the executed Agreement or signature pages only (whether handwritten or electronic signature), will be considered and accepted by each party as documents equivalent to original documents and will be deemed valid, binding and enforceable by and against all parties. This Agreement, including any dispute arising out of or related to this Agreement and the parties' relationship generally, will be governed and construed in accordance with the laws of the State of Illinois applicable to agreements made and wholly performed in that state, without giving effect to its conflict of laws rules to the extent those rules would require applying another jurisdiction's laws.

* * * * *

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We are pleased to have this opportunity to serve you, and we look forward to a continuing relationship. If the terms of this Agreement and the attached Crowe Engagement Terms are acceptable to you, please sign below and return one copy of this letter at your earliest convenience. Please contact us with any questions or concerns.

(Signature Page Follows)

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ACCEPTANCE

I have reviewed the arrangements outlined above and in the attached "Crowe Engagement Terms," and I accept on behalf of the Client the terms and conditions as stated. By signing below, I represent and warrant that I am authorized by Client to accept the terms and conditions as stated.

IN WITNESS WHEREOF, Client and Crowe have duly executed this Agreement effective the date first written above.

Crowe LLP and the Engagement Authorized Signer below are licensed or otherwise authorized by the California Board of Accountancy.

Alum Rock Union Elementary School District	Crowe LLP
DocuSigned by: Kol S BD62E9DE138B416...	DocuSigned by: Jeffrey Jensen A4DD146890324EE...
Signature	Signature
Kolvira Chheng	Jeffrey Jensen
Printed Name	Printed Name
Assist. Supt, Bus. Svcs.	Partner
Title	Title
March 20, 2023	March 20, 2023
Date	Date

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Crowe Engagement Terms

Crowe wants Client to understand the terms under which Crowe provides its services to Client and the basis under which Crowe determines its fees. These terms are part of the Agreement and apply to all services described in the Agreement as well as all other services provided to Client (collectively, the "Services"), unless and until a separate written agreement is executed by the parties for separate services. Any advice provided by Crowe is not intended to be, and is not, investment advice.

CLIENT'S ASSISTANCE – For Crowe to provide Services effectively and efficiently, Client agrees to provide Crowe timely with information requested and to make available to Crowe any personnel, systems, premises, records, or other information as reasonably requested by Crowe to perform the Services. Access to such personnel and information are key elements for Crowe's successful completion of Services and determination of fees. If for any reason this does not occur, a revised fee to reflect additional time or resources required by Crowe will be mutually agreed. Client agrees Crowe will have no responsibility for any delays related to a delay in providing such information to Crowe. Such information will be accurate and complete, and Client will inform Crowe of all significant tax, accounting and financial reporting matters of which Client is aware.

PROFESSIONAL STANDARDS – As a regulated professional services firm, Crowe must follow professional standards when applicable, including the Code of Professional Conduct of the American Institute of Certified Public Accountants ("AICPA"). Thus, if circumstances arise that, in Crowe's professional judgment, prevent it from completing the engagement, Crowe retains the right to take any course of action permitted by professional standards, including declining to express an opinion or issue other work product or terminating the engagement.

REPORTS – Any information, advice, recommendations or other content of any memoranda, reports, deliverables, work product, presentations, or other communications Crowe provides under this Agreement ("Reports"), other than Client's original information, are for Client's internal use only, consistent with the purpose of the Services. Client will not rely on any draft Report. Unless required by an audit or other attestation professional standard, Crowe will not be required to update any final Report for circumstances of which we become aware or events occurring after delivery.

CONFIDENTIALITY – Except as otherwise permitted by this Agreement or as agreed in writing, neither Crowe nor Client may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Client use of any Crowe work product will be limited to its stated purpose and to Client business use only. However, Client and Crowe each agree that either party may disclose such information to the extent that it: (i) is or becomes public other than through a breach of this Agreement, (ii) is subsequently received by the recipient from a third party who, to the recipient's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (iii) was known to the recipient at the time of disclosure or is thereafter created independently, (iv) is disclosed as necessary to enforce the recipient's rights under this Agreement, or (v) must be disclosed under applicable law, regulations, legal process or professional standards.

USE OF SUBCONTRACTORS FOR SERVICE DELIVERY – Crowe may engage third-party subcontractors in delivering Services to Client. Third-party subcontractors are not owned or controlled by Crowe (including without limitation Crowe Global member firms). If Crowe engages such a subcontractor to deliver Services to Client, Crowe will execute an agreement for the protection of Client's confidential information consistent with the provisions of this Agreement. Crowe will be solely responsible for the provision of Services (including those provided by subcontractors) and for the protection of Client's confidential information. The limitations in this Agreement on Client's remedies will also apply to any subcontractors.

USE OF THIRD-PARTIES IN CROWE OPERATIONS – Crowe uses third-party providers in the ordinary course of Crowe business operations. Third-party providers used in the ordinary course of Crowe business operations include without limitation email providers, cyber-security providers, and data hosting

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centers. Crowe also uses its subsidiaries (owned and controlled by Crowe) within and outside the United States for various administrative and support roles. Crowe subsidiaries and any third-party providers used in the ordinary course of Crowe business operations will meet the confidentiality and data protection requirements in this Agreement. The limitations in this Agreement on Client's remedies will also apply to any such third-party providers and Crowe subsidiaries.

CLIENT-REQUIRED CLOUD USAGE – If Client requests that Crowe access files, documents or other information in a cloud-based or web-accessed hosting service or other third-party system accessed via the internet, including, without limitation iCloud, Dropbox, Google Docs, Google Drive, a data room hosted by a third party, or a similar service or website (collectively, "Cloud Storage"), Client will confirm with any third parties assisting with or hosting the Cloud Storage that either such third party or Client (and not Crowe) is responsible for complying with all applicable laws relating to the Cloud Storage and any information contained in the Cloud Storage, providing Crowe access to the information in the Cloud Storage, and protecting the information in the Cloud Storage from any unauthorized access, including without limitation unauthorized access to the information when in transit to or from the Cloud Storage. Client represents that it has authority to provide Crowe access to information in the Cloud Storage and that providing Crowe with such access complies with all applicable laws, regulations, and duties owed to third parties.

DATA PROTECTION – If Crowe holds or uses Client information that can be linked to specific individuals who are Client's customers ("Personal Data"), Crowe will treat it as confidential as described above and comply with applicable US state and federal law and professional regulations (including, for financial institution clients, the objectives of the Interagency Guidelines Establishing Information Security Standards) in disclosing or using such information to carry out the Services. The parties acknowledge and understand that while Crowe is a service provider as defined by the California Consumer Privacy Act of 2018 and processes information on behalf of Client and pursuant to this Agreement, Crowe retains its independence as required by applicable law and professional standards for purposes of providing attest services and other related professional services. Crowe will not (1) sell Personal Data to a third party, or (2) retain, use or disclose Personal Data for any purpose other than for (a) performing the Services and its obligations on this Agreement, (b) as otherwise set forth in this Agreement, (c) to detect security incidents and protect against fraud or illegal activity, (d) to enhance and develop our products and services, including through machine learning and other similar methods and (e) as necessary to comply with applicable law or professional standards. Crowe has implemented and will maintain physical, electronic and procedural safeguards reasonably designed to (i) protect the security, confidentiality and integrity of the Personal Data, (ii) prevent unauthorized access to or use of the Personal Data, and (iii) provide proper disposal of the Personal Data (collectively, the "Safeguards"). Client warrants (i) that it has the authority to provide the Personal Data to Crowe in connection with the Services, (ii) that Client has processed and provided the Personal Data to Crowe in accordance with applicable law, and (iii) will limit the Personal Data provided to Crowe to Personal Data necessary to perform the Services. To provide the Services, Client may also need to provide Crowe with access to Personal Data consisting of protected health information, financial account numbers, Social Security or other government-issued identification numbers, or other data that, if disclosed without authorization, would trigger notification requirements under applicable law ("Restricted Personal Data"). In the event Client provides Crowe access to Restricted Personal Data, Client will consult with Crowe on appropriate measures (consistent with legal requirements and professional standards applicable to Crowe) to protect the Restricted Personal Data, such as: deleting or masking unnecessary information before making it available to Crowe, using encryption when transferring it to Crowe, or providing it to Crowe only during on-site review on Client's site. Client will provide Crowe with Restricted Personal Data only in accordance with mutually agreed protective measures. Crowe and Client will each allow opportunistic TLS encryption to provide for secure email communication, and each party will notify the other in writing if it deactivates opportunistic TLS encryption. If Client fails to allow opportunistic TLS encryption, Client agrees that each party may use unencrypted electronic media to correspond or transmit information, and Client further agrees that such use of unencrypted media will not in itself constitute a breach of any confidentiality or other obligation relating to this Agreement. Otherwise, Client and Crowe agree each may use unencrypted electronic media to correspond or transmit information and such use will not in itself constitute a breach of any confidentiality obligations under this Agreement. Crowe will reasonably cooperate with Client in responding to or addressing any request from a consumer or data subject, a data privacy authority with

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jurisdiction, or the Client, as necessary to enable Client to comply with its obligations under applicable data protection laws and to the extent related to Personal Data processed by Crowe. Client will promptly reimburse Crowe for any out-of-pocket expenses and professional time (at Crowe's then-current hourly rates) incurred in connection with providing such cooperation. Client will provide prompt written notice to Crowe (with sufficient detailed instructions) of any request or other act that is required to be performed by Crowe. As appropriate, Crowe shall promptly delete or procure the deletion of the Personal Data, after the cessation of any Services involving the processing of Client's Personal Data, or otherwise aggregate or de-identify the Personal Data in such a way as to reasonably prevent reidentification. Notwithstanding the forgoing, Crowe may retain a copy of the Personal Data as permitted by applicable law or professional standards, provided that such Personal Data remain subject to the terms of this Agreement. If Crowe uses a third-party provider, Crowe will include terms substantially similar to those set forth in this Data Protection Paragraph into an agreement with the provider.

GENERAL DATA PROTECTION REGULATION COMPLIANCE – If and to the extent that Client provides personal data to Crowe subject to the European Union General Data Protection Regulation ("GDPR"), then in addition to the requirements of the above Data Protection section, this section will apply to such personal data ("EU Personal Data"). The parties agree that for purposes of processing the EU Personal Data, (a) Client will be the "Data Controller" as defined by the GDPR, meaning the organization that determines the purposes and means of processing the EU Personal Data; (b) Crowe will be the "Data Processor" as defined by GDPR, meaning the organization that processes the EU Personal Data on behalf of and under the instructions of the Data Controller; or (c) the parties will be classified as otherwise designated by a supervisory authority with jurisdiction. Client and Crowe each agree to comply with the GDPR requirements applicable to its respective role. Crowe has implemented and will maintain technical and organizational security safeguards reasonably designed to protect the security, confidentiality and integrity of the EU Personal Data. Client represents it has secured all required rights and authority, including consents and notices, to provide such EU Personal Data to Crowe, including without limitation authority to transfer such EU Personal Data to the U.S. or other applicable Country or otherwise make the EU Personal Data available to Crowe, for the duration of and purpose of Crowe providing the Services. The types of EU Personal Data to be processed include name, contact information, title, and other EU Personal Data that is transferred to Crowe in connection with the Services. The EU Personal Data relates to the data subject categories of individuals connected to Client, Client customers, Client vendors, and Client affiliates or subsidiaries ("Data Subjects"). Crowe will process the EU Personal Data for the following purpose: (x) to provide the Services in accordance with this Agreement, (y) to comply with other documented reasonable instructions provided by Client, and (z) to comply with applicable law. In the event of a Crowe breach incident in connection with EU Personal Data in the custody or control of Crowe, Crowe will promptly notify Client upon knowledge that a breach incident has occurred. Client has instructed Crowe not to contact any Data Subjects directly, unless required by applicable law. In the event that a supervisory authority with jurisdiction makes the determination that Crowe is a data controller, Client will reasonably cooperate with Crowe to enable Crowe to comply with its obligations under GDPR.

INTELLECTUAL PROPERTY - Any Deliverables, works, inventions, working papers, or other work product conceived, made or created by Crowe in rendering the Services under this Agreement ("Work Product"), and all intellectual property rights in such Work Product will be owned exclusively by Crowe. Further, Crowe will retain exclusive ownership or control of all intellectual property rights in any ideas, concepts, methodologies, data, software, designs, utilities, tools, models, techniques, systems, Reports, or other know-how that it develops, owns or licenses in connection with this Agreement ("Materials"). The foregoing ownership will be without any duty of accounting.

DATA USAGE AND AGGREGATIONS - Client hereby acknowledges and agrees that Crowe may, in its discretion, use any Client information or data provided to Crowe to improve Crowe services and Materials, including without limitation developing new Crowe services and software or other products. Client also agrees that Crowe may, in its discretion, aggregate Client content and data with content and data from other clients, other sources, or third parties ("Data Aggregations") for purposes including, without limitation, product and service development, commercialization, industry benchmarking, or quality improvement initiatives. Prior to, and as a precondition for, disclosing Data Aggregations to other Crowe customers or prospects, Crowe will anonymize any Client data or information in a manner sufficient to

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prevent such other customer or prospect from identifying Client or individuals who are Client customers. All Data Aggregations will be the sole and exclusive property of Crowe.

LEGAL AND REGULATORY CHANGE – Crowe may periodically communicate to Client changes in laws, rules or regulations. However, Client has not engaged Crowe, and Crowe does not undertake an obligation, to advise Client of changes in (a) laws, rules, regulations, industry or market conditions, or (b) Client's own business practices or other circumstances (except to the extent required by professional standards). The scope of Services and the fees for Services are based on current laws and regulations. If changes in laws or regulations change Client's requirements or the scope of the Services, Crowe's fees will be modified to a mutually agreed amount to reflect the changed level of Crowe's effort.

PUBLICATION – Client agrees to obtain Crowe's specific permission before using any Report or Crowe work product or Crowe's firm's name in a published document, and Client agrees to submit to Crowe copies of such documents to obtain Crowe's permission before they are filed or published.

CLIENT REFERENCE – From time to time Crowe is requested by prospective clients to provide references for Crowe service offerings. Client agrees that Crowe may use Client's name and generally describe the nature of Crowe's engagement(s) with Client in marketing to prospects, and Crowe may also provide prospects with contact information for Client personnel familiar with Crowe's Services.

NO PUNITIVE OR CONSEQUENTIAL DAMAGES – Any liability of Crowe will not include any consequential, special, incidental, indirect, punitive, or exemplary damages or loss, nor any lost profits, goodwill, savings, or business opportunity, even if Crowe had reason to know of the possibility of such damages.

LIMIT OF LIABILITY – Except where it is judicially determined that Crowe performed its Services with recklessness or willful misconduct, Crowe's liability will not exceed fees paid by Client to Crowe for the portion of the work giving rise to liability. A claim for a return of fees paid is the exclusive remedy for any damages. This limit of liability will apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including, without limitation, to claims based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This limit of liability will also apply after this Agreement.

INDEMNIFICATION FOR THIRD-PARTY CLAIMS – In the event of a legal proceeding or other claim brought against Crowe by a third party, except where it is judicially determined that Crowe performed Services with recklessness or willful misconduct, Client agrees to indemnify and hold harmless Crowe and its personnel against all costs, fees, expenses, damages and liabilities, including attorney fees and any other fees or defense costs, associated with such third-party claim, relating to or arising from any Services performed or work product provided by Crowe that Client uses or discloses to others or this engagement generally. This indemnification is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim, liability, or damages asserted, including, without limitation, to claims, liability or damages based on principles of contract, negligence or other tort, fiduciary duty, warranty, indemnity, statute or common law. This indemnification will also apply after termination of this Agreement.

NO TRANSFER OR ASSIGNMENT OF CLAIMS – No claim against Crowe, or any recovery from or against Crowe, may be sold, assigned or otherwise transferred, in whole or in part.

TIME LIMIT ON CLAIMS – In no event will any action against Crowe, arising from or relating to this Agreement or the Services provided by Crowe relating to this engagement, be brought after the earlier of 1) one (1) year after the date on which occurred the act or omission alleged to have been the cause of the injury alleged; or 2) the expiration of the applicable statute of limitations or repose.

RESPONSE TO LEGAL PROCESS – If Crowe is requested by subpoena, request for information, or through some other legal process to produce documents or testimony pertaining to Client or Crowe's Services, and Crowe is not named as a party in the applicable proceeding, then Client will reimburse

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Crowe for its professional time, plus out-of-pocket expenses, as well as reasonable attorney fees, Crowe incurs in responding to such request.

MEDIATION – If a dispute arises, in whole or in part, out of or related to this engagement, or after the date of this agreement, between Client or any of Client's affiliates or principals and Crowe, and if the dispute cannot be settled through negotiation, Client and Crowe agree first to try, in good faith, to settle the dispute by mediation administered by the American Arbitration Association, under its mediation rules for professional accounting and related services disputes, before resorting to litigation or any other dispute-resolution procedure. The results of mediation will be binding only upon agreement of each party to be bound. Costs of any mediation will be shared equally by both parties. Any mediation will be held in Chicago, Illinois.

JURY TRIAL WAIVER – FOR ALL DISPUTES RELATING TO OR ARISING BETWEEN THE PARTIES, THE PARTIES AGREE TO WAIVE A TRIAL BY JURY TO FACILITATE JUDICIAL RESOLUTION AND TO SAVE TIME AND EXPENSE. EACH PARTY AGREES IT HAS HAD THE OPPORTUNITY TO HAVE ITS LEGAL COUNSEL REVIEW THIS WAIVER. THIS WAIVER IS IRREVOCABLE, MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING, AND APPLIES TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, OR MODIFICATIONS TO THIS AGREEMENT. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS WRITTEN CONSENT TO A BENCH TRIAL WITHOUT A JURY. HOWEVER, AND NOTWITHSTANDING THE FOREGOING, IF ANY COURT RULES OR FINDS THIS JURY TRIAL WAIVER TO BE UNENFORCEABLE AND INEFFECTIVE IN WAIVING A JURY, THEN ANY DISPUTE RELATING TO OR ARISING FROM THIS ENGAGEMENT OR THE PARTIES' RELATIONSHIP GENERALLY WILL BE RESOLVED BY ARBITRATION AS SET FORTH IN THE PARAGRAPH BELOW REGARDING "ARBITRATION."

ARBITRATION – If any court rules or finds that the JURY TRIAL WAIVER section is not enforceable, then any dispute between the parties relating to or arising from this Agreement or the parties' relationship generally will be settled by binding arbitration in Chicago, Illinois (or a location agreed in writing by the parties). Any issues concerning the extent to which any dispute is subject to arbitration, or concerning the applicability, interpretation, or enforceability of any of this Section, will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). The arbitration will be governed by the Federal Arbitration Act and resolved by the arbitrator(s). Regardless of the amount in controversy, the arbitration will be administered by JAMS, Inc. ("JAMS"), pursuant to its Streamlined Arbitration Rules & Procedures or such other rules or procedures as the parties may agree in writing. In the event of a conflict between those rules and this Agreement, this Agreement will control. The parties may alter each of these rules by written agreement. If a party has a basis for injunctive relief, this paragraph will not preclude a party seeking and obtaining injunctive relief in a court of proper jurisdiction. The parties will agree within a reasonable period of time after notice is made of initiating the arbitration process whether to use one or three arbitrators, and if the parties cannot agree within fifteen (15) business days, the parties will use a single arbitrator. In any event the arbitrator(s) must be retired federal judges or attorneys with at least 15 years commercial law experience and no arbitrator may be appointed unless he or she has agreed to these procedures. If the parties cannot agree upon arbitrator(s) within an additional fifteen (15) business days, the arbitrator(s) will be selected by JAMS. Discovery will be permitted only as authorized by the arbitrator(s), and as a rule, the arbitrator(s) will not permit discovery except upon a showing of substantial need by a party. To the extent the arbitrator(s) permit discovery as to liability, the arbitrator(s) will also permit discovery as to causation, reliance, and damages. The arbitrator(s) will not permit a party to take more than six depositions, and no depositions may exceed five hours. The arbitrator(s) will have no power to make an award inconsistent with this Agreement. The arbitrator(s) will rule on a summary basis where possible, including without limitation on a motion to dismiss basis or on a summary judgment basis. The arbitrator(s) may enter such prehearing orders as may be appropriate to ensure a fair hearing. The hearing will be held within one year of the initiation of arbitration, or less, and the hearing must be held on continuous business days until concluded. The hearing must be concluded within ten (10) business days absent written agreement by the parties to the contrary. The time limits in this section are not jurisdictional. The arbitrator(s) will apply substantive law and may award injunctive relief or any other remedy available from a judge. The arbitrator(s) may award attorney fees and costs to the prevailing party, and in the event of a split or partial award, the arbitrator(s) may award costs or attorney fees in an

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equitable manner. Any award by the arbitrator(s) will be accompanied by a reasoned opinion describing the basis of the award. Any prior agreement regarding arbitration entered by the parties is replaced and superseded by this agreement. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. All aspects of the arbitration will be treated by the parties and the arbitrator(s) as confidential.

NOTIFICATION OF NON-LICENSEE OWNERSHIP (For California Engagements) – Crowe ("the Firm") and certain owners of the Firm are licensed by the California State Board of Accountancy. However, the Firm has owners not licensed by the California State Board of Accountancy who may provide Services under this agreement. If Client has any questions regarding licensure of the personnel performing Services under this engagement, please do not hesitate to contact Crowe.

NON-SOLICITATION – Each party acknowledges that it has invested substantially in recruiting, training and developing the personnel who render services with respect to the material aspects of the engagement ("Key Personnel"). The parties acknowledge that Key Personnel have knowledge of trade secrets or confidential information of their employers that may be of substantial benefit to the other party. The parties acknowledge that each business would be materially harmed if the other party was able to directly employ Key Personnel. Therefore, the parties agree that during the period of this Agreement and for one (1) year after its expiration or termination, neither party will solicit Key Personnel of the other party for employment or hire the Key Personnel of the other party without that party's written consent unless the hiring or engaging party pays to the other party a fee equal to the hired or engaged Key Personnel's compensation for the prior twelve-month period with the other party.

CROWE AND EQUAL OPPORTUNITY – Crowe abides by the principles of equal employment opportunity, including without limitation the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. Crowe also abides by 29 CFR Part 471, Appendix A to Subpart A. The parties agree that the notice in this paragraph does not create any enforceable rights for any firm, organization, or individual.

CROWE GLOBAL NETWORK – Crowe LLP and its subsidiaries are independent members of Crowe Global, a Swiss organization. "Crowe" is the brand used by the Crowe Global network and its member firms, but it is not a worldwide partnership. Crowe Global and each of its members are separate and independent legal entities and do not obligate each other. Crowe LLP and its subsidiaries are not responsible or liable for any acts or omissions of Crowe Global or any other Crowe Global members, and Crowe LLP and its subsidiaries specifically disclaim any and all responsibility or liability for acts or omissions of Crowe Global or any other Crowe Global member. Crowe Global does not render any professional services and does not have an ownership or partnership interest in Crowe LLP or any other member. Crowe Global and its other members are not responsible or liable for any acts or omissions of Crowe LLP and its subsidiaries and specifically disclaim any and all responsibility or liability for acts or omissions of Crowe LLP and its subsidiaries. Visit www.crowe.com/disclosure for more information about Crowe LLP, its subsidiaries, and Crowe Global.

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

PURCHASING
MAY 3 2023 A 9:51

To: **BUSINESS OFFICE** Contract No.: _____ Vendor No.: 300264

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:

- [x] **MOU** (negotiated Agreement)
- [ ] Exhibit B & C (Fingerprinting and TB Test)
- [ ] **MASTER CONTRACT PARTICIPATION**
- [x] 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: EMICs Inc DBA: Informed K12

Address: 230 California Street, Suite 601 City: San Francisco State: CA Zip: 94111

Phone: (415)862-4255 Email: JEN@INFORMEDK12.COM

SSN: _____ Fed I.D. #: 46-0546569

CONTRACT TERM: start dates July 1, 2023 end date June 30, 2025

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

To provide an easy-to-use workflow automation and digital forms' solutions that helps school districts administrators to: Manage all forms and paperwork electronically; automate critical business processes; track approval workflows across depts; 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:** $77,711.00

Describe other related costs: $33,840 (annual lic) + $67,680 (2yrs lic) - $4,034 (credit for amt paid)= $63,646 +$14,065 (one time implementation cost) = $77,711.00

BUDGET CODE: 010 0000 0 5846 00 0000 7700 000000 460 5040 _____
Accountant Initials

_____ _____
Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: _____

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Informed K12

AGREEMENT FOR PRODUCTS AND SERVICES

The terms contained herein ("Agreement") constitute a binding agreement by and between Emics, Inc., d/b/a Informed K12, Inc. ("Informed K12"), and Alum Rock Union Elementary ("Customer" or "District") signing up via this Agreement or any subsequent order form, purchase order or other similar document mutually agreed by the parties (collectively, each, an "Order Form"), and is effective as of 07/01/2023 (the "Effective Date").

1. Applicability Of This Master Agreement. This Agreement governs: (a) your rights to access and use software made available under a software-as-a-service ("SaaS") delivery model for a term ("Services"); (b) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); and (c) any professional consulting services ("Consulting Services").

2. Services.

2.1. Service License Grant. Subject to the terms and conditions of this Agreement, Informed K12 hereby grants to District a limited, nonexclusive, non-transferable license to access and use the Service during the Term, solely by the number of forms as set forth on the applicable Order Form, solely for internal and non-commercial purposes, and in accordance with the platform Terms of Use. In the event of a conflict between the Terms of Use and this Agreement, the Agreement shall control. With respect to SaaS Services, District will receive, or Informed K12 will make available for District to receive, all applicable updates, application packs, and releases that Informed K12 makes generally available during the Term. Informed K12 reserves the right to discontinue any Service during the Term for any reason, but in such event Informed K12 will notify District and, as District's sole and exclusive remedy, Informed K12 shall provide a pro rata refund for any unused portion of the Services, as applicable.

2.2. Services & Support. As mutually agreed by the parties on any Order Form or in a subsequent or concurrent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, Informed K12 will also provide certain consulting services, support, or other similar professional services ("Consulting Services") in addition to the subscription Service. All Consulting Services will be paid in accordance with the applicable SOW. Overages may be charged for additional District usage beyond the applicable limitations.

3. Data and Security.

3.1. Customer Data. Informed K12 acknowledges and agrees that District shall own all title to and ownership of the Customer Data. As used herein, "Customer Data" shall mean any proprietary raw data owned by District independent of this Agreement, which District may input into the Service or that Informed K12 may input into the Service on behalf of the District. Customer Data expressly excludes any aggregated and anonymoized data to the extent processed by, or resulting as an output of, the Service, which shall be considered Informed K12 Data. District hereby grants to Informed K12 a limited, non-exclusive license, during the Term, to use the Customer Data within the Service in order to perform its obligations herein.

3.2. Protection Of Personal Information and Data Security. Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including but not limited to in the United States, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, the Children's Online Privacy Protection Act, and state laws such as the California Consumer Privacy Act and California Privacy Rights Act , as applicable. Informed K12 will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect District Data, including Personal Information, as described in the Informed K12 Privacy Policy.

4. Payment Terms. Unless specified otherwise in an additional Order Form or SOW, District shall pay to Informed K12 within 30 days from the Effective Date and in US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form or SOW, or both (the "Fees"). Informed K12 reserves the right to increase the Fees at the end of the Initial Term or during any Renewal Term, by up to a maximum of 5% annually, by delivering written notice to District.

5. Term; Termination. The term length shall be through 06/30/2025 (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Either party may terminate this Agreement upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30-day notice period. Upon any termination of this Agreement, (a) District shall promptly: (i) discontinue all use of the Service; (ii) download and store any necessary data retained on the Service; and (iii) certify in writing to Informed K12 that District has complied with these requirements; (c) Informed K12 shall disengage District's access to the Service, and (d) both parties shall within an agreed upon timeframe, or if no such timeframe exists, within 30 days, return to the other or destroy the other party's Confidential Information.

6. General Warranties.

6.1. By Informed K12. Informed K12 warrants to District that, during the Term, the Service shall operate in substantial conformity with the Documentation, and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by District to access the Service, including any lack of interoperability with such third-party systems or components. Informed K12's sole liability and District's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in Informed K12's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported non-conformity, or (ii) terminate this Agreement and refund to District that portion of any prepaid Fee associated with any unused balance of the Term. Informed K12 shall have no obligation with respect to a warranty claim unless notified of such claim promptly and within the Term. Without limiting the generality of the foregoing, Informed K12 is not responsible for end user error, errors in inputs or for errors in any Customer Data; Informed K12 does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond Informed K12's reasonable control.

6.2. By District. District warrants that: (a) District owns or has sufficient rights in and to the Customer Data and District's Authorized Users to use, and permit use of, the Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) District will comply with all Laws related to District's use of the Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the District. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

7. Customer Indemnification Obligations. District shall indemnify and hold Informed K12 harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by District of this Agreement, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content, data or other materials input into the Service, or otherwise provided, by or on behalf of District; (iii) any actual or alleged non-compliance by District with applicable laws and regulations; or (iv) District's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the license granted herein.

8. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, users, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of Informed K12. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge though no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a government authority, court or other authorized tribunal, and then only to the extent of such requirement and only after prompt notice of the requirement is given to the disclosing party.

9. General.

9.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by email, hand, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

9.2. Assignment. District may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of Informed K12. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of Informed K12 on a server environment of its' choosing. Informed K12 reserves the right to change the server environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

9.3. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.

9.4. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The delayed party shall: (i) give the other party written notice of such cause promptly; and (ii) use its reasonable efforts to correct such failure or delay.

9.5. Entire Agreement; Construction. This Agreement and its Exhibits and Schedules, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.

9.6. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws provisions. The federal and state courts sitting in California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.

9.7. Modifications to Terms. Any modification or amendment to this Agreement must be in writing and signed by each party's authorized representatives. No terms in any purchase order or other document delivered by District shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Informed K12.

IN WITNESS WHEREOF, this Agreement has been executed below by the parties' duly authorized representatives effective as of the Effective Date first set forth above.

INFORMED K12	Alum Rock Union Elementary DISTRICT: _____
Signature: _____	Signature: _____
Print Name: Kurt Walker	Print Name: _____
Print Title: VP - Partnerships	Print Title: _____
Date: 04/14/2023	Date: _____
	Notice Contact _____
Notice Contact: Jennifer Bundy	**Notice Address** _____
Notice Address: 555 12th Street, Suite 1670 Oakland, CA 94607	_____
	Notice Email _____
Notice Email: operations@informedk12.com	

APPENDIX A: ORDER FORM

Our Mission

At Informed K12, we're on a mission to build the single best workflow platform for K12 schools. One system that supports all district forms and processes, from permission slips to personnel requisitions, significantly reducing cost from buying module after module and improving time training with one unified user experience.

Expected Outcomes

Accountability and internal reconciliation

- Transparency for where things are in delivering resources to sites
- Identify and remove bottlenecks in current processes

Access to information for Cabinet and Board

- Report on any data year over year for any form or workflow across our schools and departments

Visibly improved service to our community and personnel

- Fast online/mobile access to services and requests for students, parents, and staff
- Less waiting time and routine administrative work for teachers, principals, and district leaders
- Structured roll out of processes as included in the implementation package so sites and departments have enough interaction with the new system to learn quickly and see immediate results

Empowerment of district staff to manage their own processes

- Given approval of District Project Manager, enable your staff to create and maintain their own processes within licences, with no additional cost for user seats

Project Team (to be determined prior to Confirmation Call)

District Executive Sponsor

- Status reports: Will receive reports on baseline success metrics and sign off on major priority and launch decisions

District Project Manager

- Convening Power: Schedules meetings with departments, responsible for Informed K12 announcements and training
- Decision making Power: Is or acts as an extension of Cabinet when making decisions about workflow design and rollout

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis

Informed K12 Implementation Lead

Key Meetings

Confirmation Call (District Executive Sponsor and District Project Manager) _____

Kick Off with Informed K12 Implementation Team (District Project Manager and Form Owners) _____

Software Package

Number of Processes: Starter (20 Processes)

Cost: $ 63,646.00
Total Cost is for 24 month term (7/2023 - 6/2025)
Credit for overlap in agreement dates (7/23- 8/23): $4,034;
Annual License Cost: $33,840

Expert Workflow Services: Not included

Named CSM: Included

Subscription Renewal Date: 07/01/2025

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited District Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

Implementation Package

Implementation Package: Small

Cost: $ 14,065.00

Purchasing a 12 form implementation to switch out two existing forms and implement 10 additional forms.

Number of Implemented Processes: Up to 10

Number of Project Teams: Up to 2

Implementation Start Month*: July 2023

Implementation End Month**: November 2023

If implementation start has not been determined, implementation timeframe: 5 Months

Form Manager Training Sessions: Up to 2

Form Creator Training Seats: 4 seats

All implementation service packages include:

- Named Implementation Manager
- One session of Leadership Training (workflow approvers)
- One session of Secretary Training (workflow facilitators)
- One session of the adoption program (1:1 outreach from Informed K12 support team to district form facilitators and approvers)
- Annual maintenance of Informed K12-implemented processes

Implementation Terms:

District is responsible for completing the kickoff readiness process prior to starting implementation. If required documents are not prepared, Informed K12 may need to reschedule the implementation timeframe in order to serve other clients

Informed K12 may not be able to accommodate extended implementations due to rescheduling or other delays on the district side (ex: providing required documents or training dates). Informed K12 reserves the right to charge additional service fees in the case of extended implementation, equal to $ 7,032.50 .

In the event of a delay to implementation due to Informed K12 processes, District is responsible for escalating concerns about the delay to operations@informedk12.com.

Other Service Packages

Package: Cost: $

BASE COST OF PACKAGE/SERVICE: $ 77,711.00

Contract to be invoiced as follows:
7/1/23: $26,951 (implementation + half annual license cost - credit)
12/1/23: $16,920; 7/1/24: $16,920; 12/1/24: $16,920

TAX (IF APPLICABLE): $ Sales tax rate:

TOTAL COST DUE: $ 77,711.00

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email operations@informedk12.com

District requests that invoices be submitted to:

Contact Name:

Email:

I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initate the Software and Services package per this Order form.

Authorized Signature: _____ Date Signed: _____

Printed Name: _____

Reviewed Date: 04/13/2023

33,840.00	Annual Lic Cost
67,680.00	2 Years Lic Cost
(4,034.00)	Credit for amount paid
63,646.00	Total Lic Cost with applied credit
14,065.00	One time Implementation Cost
77,711.00	Total with Lic & Implementation

26,951.00
26,951.00

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. 020767

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: Alette Brooks DBA: Autism Workshop

Address: 6724 Landerwood Ln City: San Jose State: Ca Zip: 95120

Phone: (408) 705-6869 Email Address: _____

SSN: _____ or Fed I.D. #: 562-86-9424

Mutually agree and promise as follows:

2. **CONTRACT TERM:** Contractor shall commence providing services under this Agreement on August 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").

Alette Brroks will provide individual teacher/staff consultation and group workshops on recommended practices in the education of students with Autism Spectrum Disorder that are registered in Alum Rock. This contract will serve for the 2023-2024 school year.

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:** $125.00 per hour/day of service as may be requested by ARUESD, not to exceed a maximum of _____ hours/days of services. ARUESD may, but is not obligated to, request the maximum number of hours/days of service.

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

5. **BUDGET CODE:**

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	$40,000	

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

Proposal

To: Anthony Colonna, Director of Special Education, Alum Rock Union School District
2930 Gay Avenue, San Jose, CA 95127

From: Alette Brooks, Licensed Educational Psychologist #763, Autism Specialist/Consultant
Owner/Sole Proprietor of Autism Workshop

Date: March 23, 2023

Subject: Proposal for Services for 2023-2024 School Year

The following proposal outlines the activities that I am able to provide to the district to support your students with autism or suspected autism, as well as their programs and staff. My rate of pay is $125.00 per hour.

Section A. This section lists activities are typically provided during times that the district schools are open for direct contact with students:

1. Update status of autism program and confer with Director and other responsible personnel, providing input to facilitate the establishment of program priorities based upon staff interviews and school site observations.

2. Provide individual teacher/staff consultation, training, and group workshops on recommended practices in the education of students with Autism Spectrum Disorder, focused on issues with specific students or groups of students, and "Make 'n Take" materials for autism teachers and support staff as assigned. Consultation and targeted topic workshops which may be provided include the following, based upon director and staff input:
    (1) Understanding autism: strengths and challenges associated with autism
    (2) Setting up a classroom for effective student learning and behavior management for students across the autism spectrum
    (3) Using proactive strategies to address ASD behavioral issues and developing informal behavior plans and formal BIPs that work
    (4) Effectively using a range of visual and physical structures to create positive learning environments
    (5) Developing a structured daily schedule that optimizes ASD student opportunities for learning, including group and individual schedules
    (6) Age-specific concerns for students with ASD (i.e., how to address necessary functional skills from preschool to middle school)
    (7) Translating IEP goals and objectives into lessons and learning activities that are specific to needs of students on the autism spectrum
    (8) Effective data collection and management of record-keeping systems to support instruction and IEP compliance
    (9) Formal and informal assessment techniques for ASD and tools for teachers and other support staff
    (10) Addressing challenging issues with parents (e.g., desires for a specific methodology, requests for "more", when a student with ASD also has an intellectual disability or a significant emotional regulation dysfunction, needs for academic vs. functional skills training) and parent education
    (11) Social communication deficits in autism and strategies for providing tools and opportunities for students to engage with others
    (12) Optimizing mainstreaming experiences for student with autism, classmates, and school community through use of proactive strategies employing student strengths and consequent strategies for addressing characteristic challenges of ASD

(13) Support in employing specific recommended practices in autism with fidelity and in-depth consultation in aspects of research-based methodologies (e.g., TEACCH, ABA, Social Stories, social skills training, PECS, etc.)
(14) Training and support in using legally-defensible verbal and written communication skills, with a focus on IEPs and reports for students with autism
(15) Addressing the specific challenges of full inclusion of students with high-functioning autism in general education settings

3. Conduct observations (in vivo or via video recording) in SDC classrooms and general education classrooms where students on the ASD spectrum are mainstreamed or included to gather the following information:
   a. Instructional methodologies employed
   b. Accommodations and modifications for specific student's needs
   c. Fidelity of use of treatments (e.g., TEACCH, ABA, BIPs, etc.)
   d. Intensity of instruction and learning opportunity frequency for students
   e. Meeting the range of needs of the students in the classroom
   f. Classroom organization and coordination
   g. Appraisal of the degree to which identified student's needs are being met
   h. Articulation of programmatic elements and communication
      (1) During transitions during the day (e.g., mainstreaming, campus activities)
      (2) Transitions from one level or teacher to the next within a school site
      (3) Transitions from one school to another
      (4) Transitions from COE to district programs, or vice versa
      (5) Campus support for SDC programs, staff and students

4. Review student records as assigned to support program development with a focus on the following information:
   a. Defensibility of reports and IEPs
   b. Student assessment and goal information, for comparison purposes to assess how the data is translated into classroom practice
   c. Efficacy of classroom data management systems

5. Provide consultation to teachers and staff on an assigned/as-needed basis to support the needs of students with ASD identified above

6. Attend IEP meetings for students with autism/suspected autism as assigned with necessary preparation and follow-up with the teacher

7. Facilitate team meetings to increase coherence throughout district SDC classes in their services for students on the autism spectrum

8. Provide coaching for individual teachers and their staffs to develop specific skills as indicated in areas of need for students with ASD
   (1) Single or short-term classroom visits, demonstrations, and immediate follow-up meetings with teacher/staff to discuss targeted issues and skills
   (2) Coaching with periodic follow-up (6 to 8 weeks)
   (3) New classroom set-up, with intensive collaboration initially and periodic follow-up after classroom is up and running

9. As part of a multidisciplinary team, provide educational psychologist assessment services as assigned to provide information in the identification of individuals who may have an Autism Spectrum Disorder, or assistance to the team in ruling-out autism.

10. Lead an intensive multi-day group training prior to the start of the 23-24 school year in ARUSD standards and expectations for strategies and methodologies to be employed in district Autism SDC programs, with newly hired teachers, staff, and service providers as the target audience, as well as those district employees needing a refresher course. Preparation will include development and approval of competencies in collaboration with district administration.

Thank you so much for the opportunity to work with this great team!

Sincerely,

Alette M. C. Brooks

Alette Brooks, Ph.D., LEP #763
Licensed Educational Psychologist
Autism Specialist/Consultant

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT FOR SERVICES

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

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

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: Vista Center for the Blind and Visually Impaired

Address: 2500 El Camino Real #100 City: Palo Alto State: CA Zip: 94306

Phone: (650) 858-0202 Email Address: bsmall@vistacenter.org

SSN: _____ or Fed I.D. #: 94-1196206

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").

Vista Center will provide to students who have a visual impairment which limits or causes a safety issue when traveling in familiar or unfamiliar enviroment training. This service is required as per students' IEP enrolled in Alum Rock with visual impairment. Services will be provided during the 23/24 school year and include Extended School Year(ESY) for 2023.

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:** $190/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) _____

Orientation and Mobility

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
080	6500	0	5815	00	5001	3140	000000	380	1801	10,000	

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

VISTA
CENTER

In Person Service Rates
School Year 2023-2024

Service	Rate
Orientation and Mobility	$190 per hour
Teacher of the Visually Impaired (TVI)	$190 per hour
Assistive Technology	$190 per hour
IEP meetings	$190 per hour
Transcription Services	See below

Assessment Fees	Flat Fee
Orientation and Mobility	$1350
(includes assessment 4-8 hrs and attendance of IEP meeting)	
Functional Vision Assessment	$2250
(includes assessment 12-20 hrs and attendance of IEP meeting)	

Braille Transcription
$5.00 per literary page
$6.00 per math or nemeth page
$6.00 per graphic, drawing, or complex formatting
$10.00 per binding (cover and spiral)
$0.20 per print page copy
Shipping will be Free Matter for the Blind Unless otherwise specified at additional cost

Technology Rentals
Electronic Magnifier (CCTV) $75 monthly
Perkins Braille Writer $50 monthly

2500 El Camino Real, Palo Alto, CA 94306 P 650-858-0202 F 650-858-0214 W vistacenter.org
3315 B Mission Drive, Santa Cruz, CA 95065 P 831-458-9766 F 831-426-6233
101 N. Bascom Ave. San Jose, CA 95128 P 408-295-4016. F 408-295-1398

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (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: Envisioneers

   Address: 330 Twin Dolphin Drive, Ste 115 City: Redwood City State: CA Zip: 94065

   Phone: (415) 470-4470 Email Address: maria.d@theenvisioneers.org

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 20, 2023 end date July 21, 2023

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

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

   The Envisioneers will provide an in-person summer program for up to 80 students across two schools: 6 hrs a day, Monday-Friday. This program will consist of social emotional learning and hands-on STEAM-based activities. The Envisioneers staff will enroll and support middle school students across the school district.

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:** $49,251.28 (describe rate agreement) Not to exceed $49,251.28

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	020110	360	7392	$49,251.28	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 6455c6510e6dd51f91dd750273c3ed5f5b539d6c

ENVISIONEERS

FY 24 Scope of Work: Envisioneers Summer Program ARUSD

Overview

In order to provide a safe and engaging environment and to make progress in learning gaps due to COVID-19 related learning loss, Envisioneers will provide summer programming in partnership with ARUSD. The overarching goal is to re-engage students by extending instructional learning time to support students' . The summer program will serve 6th, 7th, and 8th grade students from Alum Rock Union School District.

Program

In Envisioneers' Summer Program students will participate 6 hours a day 8am-2pm, 5 days a week in social emotional learning and hands-on STEAM-based activities. Envisioneers staff will enroll and support middle school students across Alum Rock Union School District.

The major objectives of the Envisioneers Summer Program are:

- Address learning loss from the 2021-2023 academic year while creating a safe and curious environment for the scholars
  - Support student development of social emotional skills
  - Engage students through hands-on STEAM & SEL based activities

Program Sites

1. William Sheppard MS and Joseph George MS
2. 20:1 Student to staff ratio

Fees

Alum Rock Union School District will be responsible for offsetting the following program costs

- Staffing
  - 3 Teaching Associates
  - 1 Site Coordinator
  - Weekly personnel cost - $7,040.29
  - 5 Week total personnel cost - $35,201.44

- Program Operations
  - Managing Director Oversight- $2,427.79
  - Supplies - $3,000
  - Travel - $5,400
  - Admin - $3,222.05

Total Costs: $49,251.28 both sites combined

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Timeline and Implementation

Jun 20 - Jul 21 2022: Summer Program launches

Scheduled Time	Monday	Tuesday	Wednesday	Thursday	Friday
8:00-8:30am	Sign In, Breakfast	Sign In, Breakfast	Sign In, Breakfast	Sign In, Breakfast	Sign In, Breakfast
8:30-9:30am	Physical Activity	Physical Activity	Physical Activity	Physical Activity	Physical Activity
9:30-10:30am	STEAM Activity	College and Career Readiness	STEAM Activity	College and Career Readiness	STEAM Activity
10:30-11:30am	Arts and Enrichment Activity	Book Club	Arts and Enrichment Activity	Book Club	Arts and Enrichment Activity
11:30am-12:15PM	Lunch	Lunch	Lunch	Lunch	Lunch
12:15 -1:30PM	SEL Activity	Apprenticeship	SEL Activity	Apprenticeship	SEL Activity
1:30 - 2:00PM	Close Out, Sign Out	Close Out, Sign Out	Close Out, Sign Out	Close Out, Sign Out	Close Out, Sign Out

Breakfast/Lunch: Collaboration with school staff

Physical Activity entails team building/group games, sports tournaments, obstacle courses, relay races, and nature walks on campus.

STEAM Activities: STEAM based group challenges where students get to develop their critical thinking skills in solving problems in Science, Technology, Engineering, Arts, and Mathematics.

College and Career Readiness: College and Career Readiness allows students to gain exposure to different careers, alongside the education needed for those careers through a research based lens.

Arts and Enrichment: Arts and Enrichment activities offer a fun and creative environment to explore different forms of art media.

Book Club: Our Book Club at Sheppard offers students the opportunity to practice their reading and comprehension skills as they make their way through the book for that week.

SEL Activities: Social Emotional Learning activities offer students an in school environment to practice their self awareness, self management, social awareness, relationship building, and decision making skills. Initial use of BASE education software

Apprenticeship: Apprenticeships are an opportunity that are unique to Envisioneers. They entail 5 weeks of specially designed curriculum in different subjects.

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ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

INDEPENDENT CONTRACTOR AGREEMENT

TO: DIVISION OF BUSINESS SERVICES CONTRACT NO. _____

FROM: State and Federal (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: Kodely

   Address: 1259 Lakeside Drive #2210 City: Sunnyvale State: CA Zip: 94085

   Phone: (609) 751-4001 Email Address: s13narayan@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 20, 2023 end date July 21, 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:

   Kodely provides a five week tech literacy, design thinking, and entrepreneurship-focused summer program for TK-K at four elementary school sites serving 40 students at each site during a 1.5 hour session.

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:** $13,249.80 (describe rate agreement) Not to exceed

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020110	360	7392	$13,249.80	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: d4eeb0b24701ac13f720c26d11e50881a71603bd

kodely

Summary: Kodely will provide a five (5) week tech literacy, design thinking, and entrepreneurship-focused summer program for TK-K at four (4) elementary school sites in the ARUSD in summer 2023.

Kodely will be providing the following services to ARUSD:

1. Provide parent outreach and informational resources about the Kodely's summer camp, including hosting parent information sessions (live or remote), attending superintendent meetings, or parent meetings as reasonably requested by ARUSD.

2. Recruit, hire, and train all camp staff, including compliance with any independent contractor requirements. All staffing will meet or exceed the ELOP-required ratios of 10:1 for TK/K.

3. Provide information sessions to ARUSD teachers who may be interested in serving as lead teachers for the camp.

4. Procure, plan, and process all camp schedules, curriculum and materials, as well as ensure all materials are age appropriate.

5. Ensure appropriate student to staff ratios during the camp, as well as compliance with any health, safety and emergency procedures for the ARUSD school site(s).

6. Collaborate with camp staff to ensure parent or student feedback is acknowledged and addressed in a timely and appropriate manner.

7. Provide a detailed summary of metrics and feedback for teacher, parent and student survey data at the conclusion of the camp.

8. Provide work-based learning opportunities for students in high schools within Santa Clara County in partnership with the Santa Clara County Office of Education.

ARUSD will support Kodely by providing the following services:

1. Provide access to communicate with ARUSD families about the camp and collaborate on ARUSD student registrations.

2. Provide opportunities for the recruitment of ARUSD teachers/staff for the camp.

1259 Lakeside Drive #2210
sri@kodely.io
609-751-4002

Doc ID: d4eeb0b24701ac13f720c26d11e50881a71603bd

3. Provide sufficient facilities, including classrooms, recess/lunch areas, devices for students for the camp Arcade 101 for the weeks of July 5-14th, and student and staff restrooms for the camp participants, at no cost to Kodely for the purposes of running the summer camp. ARUSD will provide access to a staff prep area for working with Kodely materials and set up. ARUSD will provide facilities and custodial services for the camp.

4. Work with Kodely staff to ensure knowledge of provided site facilities and any emergency and safety procedures on campus.

5. Distribute any information to camp registrants prior to the camp including ARUSD meal program details, student dropoff and parking details, etc.

6. ARUSD will provide a snack/meal program for ARUSD students.

Camp Structure/Payment Schedule (per site):

1. Dates and Hours of Operation: Camp will run Monday-Thursday alternating between different school sites Monday to Thursday. **The start date is June 20, 2023- July 21, 2023**. Hours of Camp Operation: 12:15-2:15 pm. Hours of Student Operation: 12:30-2 pm.

2. Payment schedule/invoicing: Kodely will invoice for total enrollment with allowance for add/drops from any existing waitlist within the TK/K grade band. Invoicing will be done weekly during the duration of the camp. Total enrollment is determined by the total number of students registered two weeks prior to the start of the session.

3. Facilities/Number of Classrooms: Appropriate number of classrooms to satisfy the number of student enrollment. Access to recess and lunch/snack areas, as well as student and staff restroom facilities.

1259 Lakeside Drive #2210
sri@kodely.io
609-751-4002

Doc ID: d4eeb0b24701ac13f720c26d11e50881a71603bd

kodely

Summary of Services and Costs -

Kodely Service/Support	Per Session/Per Day (with 40 kids & 1.5 hour session)	Cost
Monday- Adelante • **3 classes**	$779.40	$2338.20
Tuesday-Ryan • **4 classes**	$779.40	$3117.60
Wednesday- Lucha • **5 classes**	$779.40	$3897
Thursday-Painter • **5 classes**	$779.40	$3897
Total		**$13,249.80**

Total Cost for Proposal: $13,249.80

1259 Lakeside Drive #2210
sri@kodely.io
609-751-4002

Doc ID: d4eeb0b24701ac13f720c26d11e50881a71603bd

kodely

PSAs, COIs, W-9 and other documentation will be provided/completed upon request. Please contact Sri Narayanan, Managing Partner, at sri@kodely.io

1259 Lakeside Drive #2210
sri@kodely.io
609-751-4002

Doc ID: d4eeb0b24701ac13f720c26d11e50881a71603bd

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. 300793

Submitted by: Sandra Garcia

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

   Name of Individual/Company: KV Educational Services

   Address: 291 Ranchito Drive City: Hollister State: CA Zip: 95023

   Phone: (831) 537-6796 Email Address: kvaldez.etc.edu@gmail.com

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

   Mutually agree and promise as follows:

2. **CONTRACT TERM:** start date June 20, 2023 end date July 21, 2023

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

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

   KV Educational Services will provide CTE ART, Media & Entertainment academic enrichment services at 2 school sites: 40 students per school site: grades 3rd-5th and 6th - 8th. The program will run as part of the summer school program.

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

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

   X b. **Other:** $ 61,000.00 (describe rate agreement) _____

5. **BUDGET CODE:**

FD	RESC	PY	OBJECT	SUB-OBJ	GOAL	FCTN	COST-CNTR	LOC	PROG	$AMOUNT	BUS. OFC Initials
060	2600	0	5815	00	1110	1000	020200	360	7392	$61,000	

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

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

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

CONTRACTS MUST BE SUBMITTED 30 DAYS PRIOR TO BOARD MEETING

Doc ID: 3fc0f59ac4ed288e6a01be009092e0ba6fb72849

CTE Arts, Media & Entertainment Education Services
291 Ranchito Drive
Hollister, CA.
95023

Scope of Services

KV Educational Services will provide a CTE Arts, Media, and Entertainment academic enrichment program, *Visiones*, at Alum Rock School District at 2 school sites; 40 students per school site; grades 3-5th and 6th – 8th during the summer of 2023 school year. The program will run as part of the summer school program, pushing in Monday through Friday for an hour and a half session in the afternoons (time TBD by school site), beginning June 20, 2023 – July 21,2023 on the first day of program. Each school site will receive 5 weeks of programming from 2 industry professionals and 2 college interns. Programming can include Technical Skills, PSA's, Podcasts, Short Films Pre-Production, Production and Post-Production. These skills will be delivered through a cultural sustaining and revitalizing pedagogy, encouraging native culture and language with a confident sense of self within their cultural learning communities. This program is based on the premise that high-quality integration of the arts through literacy can fortify and support academic achievement and increase student engagement in core academic classes, helping students develop a sense of self within their school community.

Program Deliverables

Throughout the summer school program, the *Visiones Program* will be documented with interviews of students and their experience in the program. The Alum Rock School District will receive all materials created by the students as well as a curated documentary on the program in action. At a site level, each student will be introduced to basic career technical skills for visually storytelling. Individual students will gain knowledge of all aspects of digital media production.

Programming Needs

To ensure the quality of service, the program will need to be delivered in a classroom setting, and one flex space for studio production: (5) classrooms total. Students will need to have access to charged Chromebooks or access to a computer lab with a subscription to We Video for editing. The Alum Rock School District will provide equipment for the media lab to support the course. The Alum Rock Summer Staff will participate in the program for a 3:20 ratio to ensure that each student receives ample support within a fast-paced program. Educators will require access to presentation technology (projector, whiteboard, television).

Alum Rock School District ASP: Arts, Media & Entertainment Enrichment Services
Wednesday, March 1, 2023

Consultant: Katrina Valdez, CTE Pathway Specialist,
CTC Supervision & Coordination Credential

Work/Task	Deliverable	Time/Dates
Develop course and scope and sequence	• Summer Enrichment: *Visiones* Media Arts and Entertainment Course • Summer 23 Scope and Sequence for 5-week course • 1 fully designed Unit aligned with CTE and Common Core Standards • Master Schedule	• June 20, 2023
Provide Recommended Materials/Tech Resources for Purchase	• Visiones will provide equipment for the 2nd site, and district will provide equipment for 1st site, including Chromebook and We Video Subscription.	• 1 Week prior to Program • Editing Software for Chromebooks
Teaching Artists & Interns (Total of 9) Push Ins	• Direct Service with Alum Rock Schools • 5 days for 5 weeks • 2 School Sites	• Duration of Summer Program • Mon-Friday • After 1pm
Media	• Projects ranging from PSA's, Podcasts, Short Films, and Digital Narratives • 1 Whole Program Documentary	

Proposed project cost:
Total hours for 5 weeks= 25 Days
Total estimated cost: $61,000

11.02

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

2930 Gay Avenue
San Jose, CA 95127

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF 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 May 11, 2023.

Recommendation:
Staff recommends acceptance of this memorandum(s) of understanding. MOU details are on file in the Purchasing Office.

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

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

To the Board of Trustees:
Recommend Approval

11.02
Agenda Placement

Meeting: May 11, 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
May 11, 2023 Board Meeting

MEMORANDUM(S) OF UNDERSTANDING.

DEPARTMENT	DATE OF SERVICE	CONSULTANT NAME	COST	PURPOSE
Academic Services Tara Bickford	07/01/23-06/30/24	Santa Cruz/Silicon Valley New Teacher Project	$76,000.00	Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union School District in conducting a Teacher Induction program according to state standards. Funding: General

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

Request for Contracted Services

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

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

☑ **MOU** (negotiated Agreement) ☐ **MASTER CONTRACT PARTICIPATION**

☐ Exhibit B & C (Fingerprinting and TB Test) ☐ Scope of Work/Proposal

Note: All Contracts over $5,000 require pre-approval.

** Use Independent Contractor Agreement (PUR-116) for unincorporated individuals or in the absent of negotiated agreement.*

Name of Individual/Company: Santa Cruz/Silicon Valley New Teacher Project

Address: 400 Encinal Street City: Santa Cruz State: CA Zip: 95060

Phone: (831) 466-5845 Email: cmcisaac@santacruzcoe.org

SSN: _____ Fed I.D. #: _____

CONTRACT TERM: start dates July 1, 2023 end date June 30, 2024

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

Santa Cruz/Silicon Valley New Teacher Project will partner with Alum Rock Union School District in conducting an induction program according to state standards.

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:** $76,000 (25 teachers @ $2,000ea + 5 teachers @ $5200ea)

Describe other related costs: _____

BUDGET CODE: 010-0000-0-5815-00-1110-1000- _____ Accountant Initials

000000-305-5011 _____ Accountant Initials

APPROVALS:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT:

Site/Department Administrator: _____ Date: 03 / 20 / 2023

Director of Fiscal Services: _____ Date: _____

Asst. Supt., of Business Services: _____ Date: _____

Superintendent: _____ Date: _____

Doc ID: 8ab8f733b29ef52ab0f7ae768c9f5e668aa2e2a9

Santa Cruz/Silicon Valley New Teacher Project and Alum Rock Union School District

MEMORANDUM OF UNDERSTANDING
July 1, 2023 - June 30, 2024

This is a Memorandum of Understanding (MOU) between the Santa Cruz/Silicon Valley New Teacher Project (SC/SVNTP), a California state-approved Induction Program, and its Local Education Authority the Santa Cruz County Office of Education (SCCOE) and the Alum Rock Union School District (Organization), in partnership to carry out Teacher Induction. The purpose of this MOU is to establish a formal working relationship between the SC/SVNTP and the Organization and to set forth the operative conditions that will govern this partnership.

The goal of this partnership is to increase student achievement through the implementation of a quality research-based, accredited Teacher Induction program while nurturing the growth and development of teachers holding a preliminary credential (participating teachers) in the Organization in a sustained and systematic manner. In order to do so, the SC/SVNTP will partner with Organization in conducting Induction programs for General Education and Education Specialist teachers that meet all state requirements for state-approved Induction Programs, set forth by SB2042, the Common Standards, and the California Induction Preconditions and Program Standards (see Appendix A-) and integrates the program design outlined in this MOU.

THE SANTA CRUZ/SILICON VALLEY NEW TEACHER PROJECT AGREES TO:

1. **Program Leadership and Administration**:

   - Complete state and local accreditation processes, presentations and written reports.
   - Communicate with the California Commission on Teacher Credentialing, California Department of Education and other state-level stakeholders.
   - Verify Induction eligibility for all newly-enrolled teachers.
   - Notify Santa Cruz County Office of Education Human Resources Department when teachers complete the SC/SVNTP Induction program.
     - SCCOE Human Resources will recommend teachers who complete Induction **AND** any additional requirements listed under their preliminary for their CLEAR credential.
   - Develop and maintain online learning environments and tools, including the use of **Torsh/Talent,** a **secure password protected video platform for observation and feedback**, used for mentor and participating teacher success in the Induction program.
   - Hire and supervise contract mentors as needed and able, to ensure access to Induction for eligible new teachers.
   - Implement accounting and reimbursement for up to one day of release time for **participating teachers in their first year in the program** to observe teacher colleagues each school year.

2. **Mentoring Model:** Provide a two-year, individualized, job-embedded Induction program to support first and second year General Education and Education Specialist teachers (Induction Precondition 1, see Appendix A); an Early Completion Option (ECO) for "experienced and exceptional candidates who meet the program's established criteria" (Induction Precondition 6. See Appendix A)

3. **Mentor Selection and Assignment:** Assist Organization in the recruitment and selection of highly-qualified mentors and develop mentor skills in order to maintain program quality.

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- If using an SC/SVNTP Contract Mentor:
  - Prior to employment with SC/SVNTP and the Santa Cruz County Office of Education, contract mentors must provide clearance of:
    - A background check and LiveScan fingerprinting
    - Confirmation of a negative TB test (from the last four years)
  - As employees of the Santa Cruz County Office of Education, contract mentors are required to complete the Keenan Professional Development Courses including but not limited to:
    - California Mandated Reporter Training: Child Abuse and Neglect as recognized by California Department of Social Services
    - Sexual Harassment Prevention
    - COVID-19 Employee Training
    - Cybersecurity Employee Training

4. **Mentor Professional Development:** Enhance mentor development by providing ongoing mentor training and coaching that is aligned with state Induction Standards. Activities will include initial Mentor Academies, regular forums, and mentor observation/coaching. Materials, resources, and technology necessary to support these activities will be provided with the exception of computers and cell phones.

   - Design mentoring activities that are congruent with the California Standards for the Teaching Profession (CSTP) and the *Continuum of Teaching Practice* and engage in ongoing formative assessment of participating teacher development which includes:
     - Regularly co-assess on *Continuum of Teaching Practice* to develop and implement an *Individual Learning Plan (ILP)* to guide the participating teacher's Induction experience (See Appendix A for Induction Preconditions 4, 5 and Standards 2, 3).
     - Collaborate on Induction processes (a set of flexible tools used to support the implementation of the ILP) throughout the year.
     - Review teacher progress in the CSTP at mid-year and end-of-the-year and provide targeted, goal specific feedback.

5. **Collaborative Partnership:**
   - Consult with the Organization in reviewing its needs and resources as they relate to new teacher Induction and support coordination with other complementary organization initiatives (e.g. Instructional Coaching, Extending supports to pre-preliminary and veteran teachers; CSTP focus areas).
   - Facilitate a network of support for partner organization representatives focused on teacher Induction including hosting quarterly Steering Committee meetings, an annual Fall Gathering, and an annual Spring Visit with each organization.
   - Facilitate program evaluation activities in order to inform the partnership including conducting a required participating teacher and mentor mid and end of year survey and a site administrator survey.

6. **Provide materials and information** to guide organization leadership to support Induction policies and processes for Participating Teachers (e.g. SC/SVNTP website, enrollment processes, and support with credentialing).

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THE ORGANIZATION AGREES TO:

1. **Mentoring Model:** Implement a full-release support provider model, or an SC/SVNTP-approved adaptation of the model, that meets the Organization and SC/SVNTP goals for the participating teachers, incorporating all the necessary support and resources to ensure that participating teachers have every opportunity to successfully complete the Induction program in order to receive their Clear Professional Credential.

2. **Mentor Selection and Assignment:** Create a cadre of experienced mentors based on a ratio of **no more than** one mentor to a total of 18 teachers. These mentors will possess a high level of training and leadership ability and will contribute to the Organization as instructional leaders. Selection criteria for mentors should include the following minimum qualifications:
   - Knowledgeable of the context and/or the content area of the participating teacher's assignment:
     - It is preferred that mentors have the same credential authorization as the participating teachers with whom they are matched.
   - Demonstrate commitment to professional learning and collaboration
   - Possess a current California Clear Teaching Credential
   - Have the ability, willingness, and flexibility to meet participating teachers' needs for support
   - Have a minimum of five years of effective teaching experience

3. **Teacher Enrollment**: Enroll all eligible teachers in the SC/SVNTP Induction program and work with SC/SVNTP leadership to assign a grade and/or content-matched mentor within 30 days of hire (Induction Precondition 2, see Appendix A). **The SC/SVNTP Fall enrollment period concludes on September 29, 2023.**
   - When an enrolled teacher will be out for more than four (4) weeks in a given semester, that semester of support can not be used towards Induction. If a participating teacher must leave their assignment, either for an extended leave or permanently, SC/SVNTP must be notified and an SC/SVNTP Exit Form completed. The Organization will be prorated for the cost of participation of the withdrawn teacher's support.
   - Teachers that become eligible for Induction after September 29, 2023 can enroll in January. The Organization will work with the SC/SVNTP to provide a mentor. Enrollment is based on space and mentorship availability and therefore not guaranteed. **The SC/SVNTP Spring enrollment period concludes on February 2, 2024.**

4. **Implementation:** Ensure full cooperation and participation of its staff in program activities to:
   - Require all mentors to attend all mentor academies and mentor forums. On the rare occasion that a mentor must miss a forum, the expectation is that the mentor will contact the SC/SVNTP Director in advance and request permission.
   - Provide individualized mentor support for each participating teacher "an average of not less than one hour per week" (Induction Precondition 3, see Appendix A).
   - Support a systematic and job-embedded Induction experience by collaboratively developing a new teacher Individual Learning Plan (ILP) with the participating teacher in consultation with the site administrator "within 60 days of enrollment in the program" (Induction Precondition 4, see Appendix A).
     - Ensure that the ILP is "designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes" (Induction Precondition 5, see Appendix A).

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- Oversee and regularly evaluate District-based mentors by District supervisor(s).
- Designate a Steering Committee representative and an alternate to attend quarterly meetings throughout the year. Support Steering Committee representatives with sharing pertinent information with the Organization decision-makers in a strategic manner.

5. **Financial Considerations:** Take budgetary and organizational action to ensure that Induction is available to all eligible teachers. Be sure to include costs for the mileage of all district released mentors in alignment with the Organization's budgetary guidelines.

FEE STRUCTURE

1. **In-House Mentors:** If providing their own mentor(s), the Organization will contribute $2,000 per participating teacher.
    - Estimate 25 teachers x $2,000 = $50,000

2. **Contract Mentors:** If requiring services of an SC/SVNTP contract mentor:
    - SC/SVNTP will seek to provide contract mentors to support up to nine participating teachers at a $5,200 fee rate per participating teacher.
        - Estimate 5 teachers x $5,200= $26,000
    - For participants ten, and beyond, the district agrees to pay $6,000 per participating teacher.
    - If a participating teacher must leave their assignment, either for an extended leave or permanently, the Organization will receive a prorated billing for the cost of participation of the withdrawn teacher's support.

3. District will be invoiced by SC/SVNTP in February each year based on the number of participating teachers enrolled. Payment should then be directed to the Santa Cruz County Office of Education.
    - Total estimate: $76,000

PROPRIETARY MATERIALS

All materials to be provided to the Organization under this agreement as part of SC/SVNTP professional development are the intellectual property of SC/SVNTP. Partner organizations may use any materials for the purpose of professional learning within their Organization with appropriate attribution to the SC/SVNTP. The Organization may not use materials for commercial purposes or share with others beyond the SC/SVNTP except with express written permission from SC/SVNTP leadership.

Hold Harmless: Both parties agree to indemnify, defend, and save harmless the other from any and all claims and losses resulting from the action of either organization's employees or agents for any activity undertaken in this contract.

No Warranties: The Materials and Services are provided to the Organization on an "as is" basis. SC/SVNTP makes no representations or warranties of any kind, whether oral or written, whether express, implied, or arising by statute, custom, course of dealing or trade usage, with respect to Materials, Services, or any other items provided under or matters contemplated by this Agreement.

Liability: In no event will the total aggregate liability of SC/SVNTP to the Organization of any person arising out of or relating to this agreement exceed the total amounts paid to SC/SVNTP under this

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Agreement in the twelve (12) months prior to the event or circumstances giving rise to such liability.

Termination:

- In the event that either party breaches the provisions of this agreement and/or does not fulfill the terms of this agreement in a timely manner, and fails to cure said breach within thirty (30) days of receipt of notice, the other party may terminate this agreement without further notice.

- In the event that either party determines this agreement is no longer to be bound by the terms, termination may be made with a 30-day prior notice to the date of termination.

SIGNATURES OF AGREEMENT:

Dr. Hilaria Bauer, District Superintendent — Date

Barbara Campbell — 4/19/23

Barbara Campbell, District Assistant Superintendent - Instructional Services — Date

Tara Bickford — 4/24/23

Tara Bickford, District Academic Services - Assessment and Accountability — Date

Faris Sabbah — 04 / 04 / 2023

Dr. Faris Sabbah, Santa Cruz County Superintendent of Schools — Date

[signature] — 04 / 04 / 2023

Liann Reyes, Deputy Superintendent, Business, Santa Cruz COE — Date

[signature] — 04 / 05 / 2023

Melissa Roberts, Senior Director, SC/SVNTP — Date

Candace McIsaac — 04 / 05 / 2023

Candace McIsaac, Director, SC/SVNTP (Silicon Valley) — Date

Doc ID: 3cbaed4fb08af3765b125724d82152734d94b21e

Appendix A: California Commission on Teacher Credentialing Program Sponsor Alert January 23, 2017

Preconditions for General Education Induction Programs

1. Each Induction program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
2. The Induction program must identify and assign a mentor to each participating teacher within the first 30 days of the participant's enrollment in the program, matching the mentor and participating teacher according to grade level and/or subject area, as appropriate to the participant's employment.
3. Each Induction program must assure that each participating teacher receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
4. Goals for each participating teacher must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the program.
5. The Individual Learning Plan must be designed and implemented solely for the professional growth and development of the participating teacher and not for evaluation for employment purposes.
6. An Induction program sponsor must make available and must advise participants of an Early Completion option for "experienced and exceptional" candidates who meet the program's established criteria.

Induction Program Design for Mentoring Clear Teaching Credential Candidates

Standard 1: Program Purpose

Each Induction program must support candidate development and growth in the profession by building on the knowledge and skills gained during the Preliminary Preparation program to design and implement a robust mentoring system, as described in the following standards, that helps each candidate work to meet the *California Standards for the Teaching Profession.*

Standard 2: Components of the Mentoring Design

The Induction program's mentoring design must be based on a sound rationale informed by theory and research, and must provide multiple opportunities for candidates to demonstrate growth in the *California Standards for the Teaching Profession.* The mentoring approach implemented by the program must include the development of an Individualized Learning Plan (ILP) for candidates based on needs determined by the teacher and program provider, in consultation with the site administrator and guided by the Preliminary Program Transition Plan. The ILP must address identified candidate competencies that support the recommendation for the credential. Mentoring support for candidates must include both "just in time" and longer term analysis of teaching practice to help candidates develop enduring professional skills. The program's design features both individually and as a whole must serve to strengthen the candidate's professional practice and contribute to the candidate's future retention in the profession.

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Standard 3: Designing and Implementing Individual Learning Plans within the Mentoring System
The Individualized Learning Plan (ILP) must address the *California Standards for the Teaching Profession* and provide the roadmap for candidates' Induction work during their time in the program along with guidance for the mentor in providing support. The ILP must be collaboratively developed at the beginning of Induction by the candidate and the mentor, with input from the employer regarding the candidate's job assignment, and guidance from the program staff. The ILP must include candidate professional growth goals, a description of how the candidate will work to meet those goals, defined and measurable outcomes for the candidate, and planned opportunities to reflect on progress and modify the ILP as needed. The candidate's specific teaching assignment should provide the appropriate context for the development of the overall ILP; however, the candidate and the mentor may add additional goals based on the candidate's professional interests such as advanced certifications, additional content area literacy, early childhood education, case management, evidence-based practices supportive of specific disabilities within the candidate's caseload, consultant, collaboration, co-teaching, and collaborating with para-educators and service provides. Within the ILP, professional learning and support opportunities must be identified for each candidate to practice and refine effective teaching practices for all students through focused cycles of inquiry.

The program must assist the candidate and the mentor with assuring the availability of resources necessary to accomplish the ILP. The program must ensure dedicated time for regular mentor and candidate interactions, observations of colleagues and peers by the candidate, and other activities contained in the ILP. In addition, the mentoring process must support each candidate's consistent practice of reflection on the effectiveness of instruction, analysis of student and other outcomes data, and the use of these data to further inform the repeated cycle of planning and instruction.
Within the ongoing mentoring interactions, the mentor must encourage and assist candidates to connect with and become part of the larger professional learning community within the profession.

Standard 4: Qualifications, Selection and Training of Mentors
The Induction program assigns qualified mentors and provides guidance and clear expectations for the mentoring experience based on the program's design. Qualifications for mentors must include but are not limited to:

- Knowledge of the context and the content area of the candidate's teaching assignment
- Demonstrated commitment to professional learning and collaboration
- Possession of a Clear Teaching Credential
- Ability, willingness, and flexibility to meet candidate needs for support
- Minimum of three years of effective teaching experience

Guidance and clear expectations for the mentoring experience provided by the program must include but are not limited to:

- Providing "just in time" support for candidates, in accordance with the ILP, along with longer-term guidance to promote enduring professional skills

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- Facilitation of candidate growth and development through modeling, guided reflection on practice, and feedback on classroom instruction
- Connecting candidates with available resources to support their professional growth and accomplishment of the ILP
- Periodically reviewing the ILP with candidates and making adjustments as needed

The program must provide ongoing training and support for mentors that includes, but is not limited to:

- Coaching and mentoring
- Goal setting
- Use of appropriate mentoring instruments
- Best practices in adult learning
- Support for individual mentoring challenges, reflection on mentoring practice, and opportunities to engage with mentoring peers in professional learning networks
- Program processes designed to support candidate growth and effectiveness

Standard 5: Determining Candidate Competence for the Clear Credential Recommendation
The Induction program must assess candidate progress towards mastery of the *California Standards for the Teaching Profession* to support the recommendation for the clear credential. The documentation of candidate progress must reflect the learning and professional growth goals indicated within the Individualized Learning Plan and evidence of the candidate's successful completion of the activities outlined in the ILP.

Prior to recommending a candidate for a Clear Credential, the Induction program sponsor must verify that the candidate has satisfactorily completed all program activities and requirements, and that the program has documented the basis on which the recommendation for the clear credential is made. The program sponsor's verification must be based on a review of observed and documented evidence, collaboratively assembled by the candidate, the mentor and/or other colleagues, according to the program's design. The Induction program's recommendation verification process must include a defensible process of reviewing documentation, a written appeal process for candidates, and a procedure for candidates to repeat portions of the program, as needed.

Standard 6: Program Responsibilities for Assuring Quality of Program Services
The program must regularly assess the quality of services provided by mentors to candidates, using criteria that include candidate feedback, the quality and perceived effectiveness of support provided to candidates in implementing their Individualized Learning Plan, and the opportunity to complete the full range of program requirements. Induction program leaders must provide formative feedback to mentors on their work, including establishment of collaborative relationships. Clear procedures must be in place for the reassignment of mentors, if the pairing of candidate and mentor is not effective.

The program must provide a coherent overall system of support through the collaboration, communication and coordination between candidates, mentors, school and district administrators, and all members of the Induction system.

Doc ID: 3cbaed4fb08af3765b125724d82152734d94b21e

11.03

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees: Date: May 1, 2023

Subject: **Acceptance of Donations**

Staff Analysis: The District has received donations as summarized on the sheet dated May 11, 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: May 11, 2023
Regular Board Meeting

Recommend Approval

11.03
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
May 11, 2023

ACCEPTANCE OF DONATIONS

DONOR NAME	DESCRIPTION OR PURPOSE	ESTIMATED VALUE	RECEIVING SCHOOL OR DEPARTMENT
Foothill-De Anza Colleges Foundation	Materials & Supplies	$ 690.00	Adelante Academy
Adelante II PTA	Materials & Supplies	$ 473.40	Adelante II Academy
Friends of Palo Alto Children's Theater	Materials & Supplies	$ 322.92	Adelante II Academy
Environmental Volunteers	Materials & Supplies	$ 500.00	Aptitud Academy
Dorsa Elementary School Community	Materials & Supplies	$ 284.47	Dorsa Elementary
DonorsChoose	Materials & Supplies	$Various new office Supplies	George Middle
Hillcresters	Materials & Supplies	$ 1,000.00	George Middle
Shutterfly, LLC	Materials & Supplies	$ 140.23	George Middle
Linda Vista Parent's	Materials & Supplies	$ 518.00	Linda Vista Elementary
Linda Vista Parent's	Materials & Supplies	$ 1,120.00	Linda Vista Elementary
Linda Vista Parent's	Materials & Supplies	$ 2,100.00	Linda Vista Elementary
Linda Vista Parent's	Materials & Supplies	$ 300.00	Linda Vista Elementary
Linda Vista Parent's	Materials & Supplies	$ 1,745.00	Linda Vista Elementary
Environmental Volunteer	Materials & Supplies	$ 1,000.00	Painter Elementary
Elevance Health, Inc	Materials & Supplies	$ 2,500.00	Renaissance Academy
Environmental Volunteer	Materials & Supplies	$ 500.00	Ryan STEAM Academy
American Online Giving Foundation	Materials & Supplies	$ 558.00	Sheppard Middle

ADELANTE DUAL LANGUAGE ACADEMY
2999 Ridgemont Dr. San Jose, CA 95127
408 928 -1900

BUSINESS OFFICE
RECEIVED
2023 APR 17 P 3:52

April 3, 2023

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

Dear Board of Trustees:

Please accept the attached donation from FOOTHILL DE ANZA COLLEGES FOUNDATION check number 20009354 for $690.00. The money provided through this donation will be used for field trips. We greatly appreciate their donation.

Donations Account Number: 060 9010 0 4300 00 1110 1000 000000 280 2129

Sincerely,

Rosa Nieto / María Martínez
Sub - Principal of Adelante I

ADELANTE II DUAL LANGUAGE ACADEMY

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

BUSINESS OFFICE
2023 APR 17 P 3:52

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: April 7, 2023

Re: PTA Donation

Please accept the following PTA donation in the amount of $473.40 to be deposited into Adelante II's donation account. The funds will be used for field trip admission fees and materials and supplies.

Thank you,

Dr. Silvia T. Carrillo
Principal

ADELANTE II DUAL LANGUAGE ACADEMY

BUSINESS OFFICE
RECEIVED
2023 APR 17 P 3:52

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

To: Board of Trustees

Fr: Adelante II Dual Language Academy

Date: April 7, 2023

Re: Friends of Palo Alto Children's Theater Donation

Please accept the following donation from Friends of Palo Alto Children's Theater in the amount of $322.92 to be deposited into Adelante II's donation account. The funds will be used for field trip transportation and materials and supplies for students.

Thank you,

Dr. Silvia T. Carrillo
Principal

APTITUD COMMUNITY ACADEMY AT GOSS

2475 Van Winkle Lane
San José, CA 95127
(408) 928-7650 FAX (408) 928-7651

Aptitud Community Academy at Goss

Rebecca Williams, Principal

Jose Cortez, Assistant Principal

Apr 6, 2023

Alum Rock Union School District

Board of Trustees

2930 Gay Ave

San Jose, CA 95127

Dear Board of Trustees,

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

Environmental Volunteers **$500.00** **Check #: 0933**

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

Please deposit into donation account: 060-9010-0-4300-00-1110-120-2110

Sincerely,

Jose Cortez
Vice Principal

2023 APR -7 P 3:33
RECEIVED

A.J. DORSA
ELEMENTARY SCHOOL

1290 Bal Harbor Way, San Jose, CA 95122 Phone: (408) 928-7400 Fax: (408) 928-7401

April 4, 2023

ARUSD Board Members
2930 Gay Ave.
San Jose, CA 95127

Dear Board Members:

On Behalf of the Dorsa Elementary School Community, I would like to petition your approval to accept the following donation in the amount of $284.47.

This donation will be used to pay for school supplies.

Thank you in advance for supporting our school by accepting this donation.

BUSINESS OFFICE RECEIVED 2023 APR -4 P 12:22

Respectfully Yours,

Vanessa Dean,
Principal,
Dorsa Elementary School

VD/jmm

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 04/20/23

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Suzanne Cicala, Assistant Principal

Please accept the following items as a donation from DonorsChoose to be distributed to Ms. Rios-Cervantes at Joseph George Middle School.

1 - Bostitch Office QuietSharp 6 Electric Pencil
1 - Sinopuren Laminator Machine, 9-inch Thermal
1 - Sinopuren Thermal Laminating Pouches, 3mil
1 - 3 Hole Punch Heavy Duty, 40-sheet Three Hole

Thank you in advance for your approval.

Sincerely,

Suzanne Cicala
Assistant Principal
Joseph George Middle School

george.arusd.org
277 Mahoney Drive, San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Dr. Julio Villalobos, Principal
Suzanne Cicala, Assistant Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

DISTRICT OFFICE
RECEIVED
2023 APR 21 P 2:04

Date: 04/20/23

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Suzanne Cicala, Assistant Principal

Please accept the attached check from Hillcresters for $1000.00. This donation is to be used to purchase Physical Education Equipment in the pursuit of educational goals for the students. Thank you in advance for your approval.

Sincerely,

Suzanne Cicala
Asistiant Principal
Joseph George Middle School

george.arusd.org
277 Mahoney Drive, San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Dr. Julio Villalobos, Principal
Suzanne Cicala, Assistant Principal

Joseph George Middle School

A Visual and Performing Arts Academy

"Where Arts and Academics Excel"

Date: 04/03/23

To: Honorable Board Members
Alum Rock Union Elementary School District

From: Julio Villalobos, Principal

RECEIVED
2023 APR -4 P 2:24

Please accept the attached check from Shutterfly, LLC for $140.23, a re-issuance check from 2019.

Sincerely,

Dr. Julio Villalobos
Principal
Joseph George Middle School

george.arusd.org
277 Mahoney Drive, San Jose, CA 95127
Phone- 408-928-7600 Fax- 408-928-7601
Dr. Julio Villalobos, Principal
Suzanne Cicala, Assistant Principal

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: Mar 28, 2023

Please place the acceptance of the donations totaling $518.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$518.00 in cash donations from Parent's

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Rigoberto Gomez

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: Mar 28, 2023

Please place the acceptance of the donations totaling $1,120.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

1120 – in cash donations from Parent's

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Rigoberto Gomez

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: Mar 10, 2023

Please place the acceptance of the donations totaling $2,100.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$1,600.00 in check donations from Parent's
$500 in cash donations from Parent's

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Rigoberto Gomez

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: Mar 28, 2023

Please place the acceptance of the donations totaling $300.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$300.00 in cash donations from Parent's

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Rigoberto Gomez

Linda Vista Elementary

100 Kirk Ave, San Jose, CA 95127
(408) 928-7800 Fax: (408) 928-7801

To: Alum Rock Union Elementary School District – Board of Trustees
From: Rigoberto Gomez Principal – Linda Vista
Re: Donation to Linda Vista
Date: Mar 30, 2023

Please place the acceptance of the donations totaling $1,745.00 for Linda Vista on the consent calendar for the next board meeting.

The donations are comprised of the following:

$1245.00 in cash donations from Parent's
$500 in money order donations from Parent's

Please deposit in donation account: 060 9010 0 4300 00 1110 1000 000000 020 2110

Thank you,

Rigoberto Gomez

PAINTER ELEMENTARY SCHOOL

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

BUSINESS OFFICE
RECEIVED
2023 APR -5 A 11:26

April 4, 2023

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

Dear Board Members:

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

Environmental Volunteers	$1,000.00	Check #0932

The fund is a donation to go towards a fieldtrip expenses to the Academy Of Sciences for Mrs. Moyoli's students and all the other first grade of Painter School. Thank you in advance for your approval.

Sincerely,

Mr. Joseph Manluco
Principal

/sna

Attachment

Cc: Moyoli, M. – 1st Grade Teacher

Renaissance Academy of Arts, Science, and Social Justice

1720 Hopkins Dr. ♦ San Jose, Ca. 95122 ♦ Phone: (408) 928-1950 ♦ Fax: (408) 928-1951

April 4th, 2023

BUSINESS OFFICE
RECEIVED
2023 APR -4 P 12:22

Alum Rock School District
Board of Trustees
2930 Gay Ave.
San Jose, Ca. 95127

Dear Board of Trustees:

Please accept the following Donations/ Grants for Board approval:

Company/ Sponsor(s) Name	Amount	To Be Used For
Elevance Health, Inc –	**$2,500.00**	**Grant to Ms. Sarah Kretovics To be used for Field Trips, materials and supplies, buses, counseling activities**

Total Amount of Donations: $2,500.00
Please credit account#060-9010-0-4300-00-1110-2700-000000-290-2110 – Sarah Kretovics

We would like to thank this **Organization** for their support in providing our students' with the tools to ensure a successful academic year at the Renaissance Academy.

Sincerely,

Doug Kleinhenz – School Principal

Ryan STEAM Academy

1241 McGinness Ave., San José, CA 95127 *Phone: (408) 928-8650* *Fax: (408) 928-8651*

Date: March 23, 2023

To: Hilaria Bauer, Ph.D., Superintendent

Honorable Board Members

Alum Rock Union Elementary School District

Fr: Yeny Rosales, Principal

Ryan STEAM Academy

Re: Donation

Please accept the donation from the Environmental volunteers: Field trip Transportation Fund in the form of a check for the amount of $500.00. The funds will be utilized to purchase additional incentives for our students and staff appreciation. On behalf of everyone at Ryan STEAM Academy, we extend our sincere gratitude.

Please accept this donation, as submitted.

Thank you in advance for your approval.

Yeny Rosales
Principal

VERIZON INNOVATIVE LEARNING SCHOOLS

NewTech Network

SHEPPARD MIDDLE SCHOOL
SMS
TROJAN PRIDE

April 18, 2023

BUSINESS OFFICE
RECEIVED
2023 APR 21 P 2:21

To: Hilaria Bauer, Ph.D., Superintendent
Honorable Board Members
Alum Rock Union Elementary School District

From: Jennifer Doherty, Principal

Re: Monetary Donations to Sheppard Middle School

Please accept the following donation to be used toward Sheppard's instructional program including, integrating technology, professional development, staff activities that build capacity for shared leadership, community connections and events, student events, students, staff and family recognition.

American Online Giving Foundation $558.00

Please deposit into the donation account 06 2110 0 4300 00 1110 1000 0000000 170 2110.

Thank you in advance for your approval.

Jennifer Doherty
Principal, Sheppard Middle School

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

11.04

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF EDUCATION

To the Board of Trustees:

Date: April 27, 2023

Subject: **Approval of Fundraising Activities**

Staff Analysis: The District has received fundraising requests as summarized on the attached sheet dated May 11, 2023.

Recommendation: Staff recommends approval of these fundraising event requests.

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

To the Board of Trustees:

Meeting: May 11, 2023
Regular Board Meeting

Recommend Approval

11.04
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

Alum Rock Union Elementary School District
May 11, 2023

APPROVAL OF FUNDRAISING ACTIVITY

SCHOOL	FUNDRAISING ACTIVITY	ACTIVITY SPONSOR	DATE
Cureton Elementary	Walk-a-Thon Sales	ASB	11/22/22-11/22/22
Cureton Elementary	Custom Shirts and Hoodies Sales	ASB	08/16/22-06/08/23
Cureton Elementary	Book Fair Sales	ASB	04/17/23-04/21/23
Lyndale Elementary	Yearbook Sales	ASB	05/12/23-05/12/23
Ryan STEAM Acad	Walk-a-Thon Sales	ASB	04/27/23-04/27/23

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

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

School Name: Cureton Elementary Date: 04/27/2023

Description of Event: Type Walk A Thon Vendor _____

Purpose for Event: Raise funds for next school year science camp.

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

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

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

Proposed Date(s) of Event: 11/22/2022 Time of Event: 9;00 am to 10:00 am

Contact Person: Johnson, Erin 2nd grade teacher

Location of Proposed Activity: Cureton Blacktop

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: 10-5-22 (Middle Schools must attach minutes)

Student Council Representative: _____ 4-27-23
Signature Date

Principal Approval: _____ 4-27-23
Signature Date

Reviewed by Business Services: Maria Newton Date: 5/2/2023

- 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: Cureton Elementary Date: 04/27/2023

Description of Event: Type Custom Shirts and Hoodies Vendor 022093

Purpose for Event: Provided costum printed top uniforms 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: 8/11/22 - 6/8/2023 Time of Event: during school hours

Contact Person: Rubi Solis

Location of Proposed Activity: school office

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: 2-2-23 (Middle Schools must attach minutes)

Student Council Representative: _____ 4-27-23
Signature Date

Principal Approval: _____ 4-27-23
Signature Date

Reviewed by Business Services: Maria Newton Date: 5/2/2023

- 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: Cureton Elementary Date: 04/27/2023

Description of Event: Type Book Fair Vendor 020657

Purpose for Event: Raise fund to buy books for the 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: _____ Booster Club (PTA, PTO, Other): _____

Proposed Date(s) of Event: 4/17/23 - 4/21/23 Time of Event: 7:30 am to 5:00 PM

Contact Person: _____

Location of Proposed Activity: Room 18 @ Cureton 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: _____ _____
Signature Date

Student Council Approval Date: 4-4-23 (Middle Schools must attach minutes)

Student Council Representative: Wendy Lim 4-27-23
Signature Date

Principal Approval: T Smith 4-27-23
Signature Date

Reviewed by Business Services: Maria Newton Date: 5/2/2023

- 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 27 A 9:56

FUNDRAISING EVENT APPROVAL FORM

Fundraiser #: 1 **(From Financial Plan)**

School Name: Lyndale Elementary Date: 4/25/23

Description of Event: Type Yearbook Sale Vendor Lifetouch

Purpose for Event: To sell yearbooks to parents, students and staff

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: May 12, 2023 Time of Event: Before and after School

Contact Person: Magdalena Grimaldo

Location of Proposed Activity: 13901 Nordyke Dr. San Jose, CA 95127

Status of Event (please check one): ☐ New Event ☑ Held previously (years): 21/22

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: Lynn Matton (Signature) 4/26/2023 (Date)

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

Student Council Representative: _____ (Signature) 4/26/23 (Date)

Principal Approval: Kristin Bacon (Signature) 4/26/23 (Date)

Reviewed by Business Services: Maria Newton Date: 5/2/2023

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

  CNS _____ Date: _____

  Approved _____ Denied _____

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

  Director, MOT: _____ Date: _____

  Operations Mgr.: _____ Date: _____

  Approved _____ Denied _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

FUNDRAISING EVENT APPROVAL FORM

BUSINESS OFFICE
RECEIVED
2023 APR 21 A 10:13

Fundraiser #: _____ (From Financial Plan)

School Name: Ryan STEAM Academy Date: 04/19/2023

Description of Event: Type Walk-A-thon Vendor _____

Purpose for Event: To raise money for Science Camp + 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: 04/27/2023 Time of Event: _____

Contact Person: MS. Yeny Rosales

Location of Proposed Activity: Ryan STEAM Academy

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: Bobby Contreras (Signature) 4-20-23 (Date)

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

Student Council Representative: Vanessa Esquivel (Signature) 04/20/2023 (Date)

Principal Approval: Yeny Rosales (Signature) 04/20/2023 (Date)

Reviewed by Business Services: Maria Dent Date: 5/2/2023

- 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 _____

11.05

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION - BOARD OF TRUSTEES

To the Board of Trustees: May 4, 2023

Subject: **Vendor & Payroll Warrants**

Staff Analysis: Summary of Vendor and Payroll Warrants issued during April month of Fiscal Year 2022/2023.

Total of vendor warrants	$	5,870,823.08
Total of payroll warrants	$	4,809,607.31
Total	**$**	**10,728,143.63**

Recommendation: Staff recommends approval of the Vendor & Payroll Warrants for the month of April 2023.

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

To the Board of Trustees: Meeting: May 11, 2023
Regular Board Meeting

Recommend Approval

11.05
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

April 2023

Fund	VENDOR WARRANTS	AMOUNT
010,050,060,080	General Fund (Incl Payroll A/P)	$3,235,790.99
120	Child Development Fund	$126,572.24
130	Cafeteria Fund	$394,344.62
140	Deferred Maintenance Fund	$0.00
210	Building Fund	$545,363.50
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	$1,568,751.73
	Subtotal	**$5,870,823.08**
088	Student Body Fund	$47,713.24
	Total Vendor Warrants	**$5,918,536.32**

PAYROLL WARRANTS	
10th of the month	$469,866.86
EOM Payroll	$4,331,143.24
Manual Checks	$8,597.21
Void Checks	$0.00
Total Payroll Warrants	**$4,809,607.31**
Grand Total All Warrants	**$10,728,143.63**

	From	To
AP Warrants used #	4017371	- 4017838
Payroll Direct Deposit Pay Stub used #	4752254	- 4753731
Payroll Checks used #	4405173	- 4405306

AP Check Register - Pivot Table Summary by Vendor
April 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
4IMPRINT INC.	4/21/2023	4017675	010	$ 721.28
	4/28/2023	4017708	010	$ 10,769.63
		4017775	010	$ 455.52
4IMPRINT INC. Total				**$ 11,946.43**
ACCELERATE LEARNING INC	4/7/2023	4017460	010	$ 1,800.00
ACCELERATE LEARNING INC Total				**$ 1,800.00**
ACE EMPOWER ACADEMY	4/7/2023	4017461	010	$ 37,043.00
ACE EMPOWER ACADEMY Total				**$ 37,043.00**
ACHIEVE KIDS	4/14/2023	4017531	080	$ 17,128.00
ACHIEVE KIDS Total				**$ 17,128.00**
ACME PACIFIC REPAIRS INC.	4/7/2023	4017378	050	$ 335.00
	4/14/2023	4017504	050	$ 1,426.09
	4/28/2023	4017709	050	$ 335.00
		4017748	050	$ 335.00
ACME PACIFIC REPAIRS INC. Total				**$ 2,431.09**
ACTION TOWING AND ROAD SERVICE	4/28/2023	4017777	010	$ 321.75
ACTION TOWING AND ROAD SERVICE Total				**$ 321.75**
ADVERTISERS DIRECT INC	4/21/2023	4017676	010	$ 17,310.00
	4/28/2023	4017815	010	$ 1,985.00
ADVERTISERS DIRECT INC Total				**$ 19,295.00**
AIRGAS, INC.	4/28/2023	4017829	050	$ 80.63
AIRGAS, INC. Total				**$ 80.63**
AKJ EDUCATIONAL SERV.	4/28/2023	4017710	060	$ 885.98
AKJ EDUCATIONAL SERV. Total				**$ 885.98**
ALBERT I. SALCIDO	4/28/2023	4017711	010	$ 393.75
			088	$ 6,866.46
ALBERT I. SALCIDO Total				**$ 7,260.21**
ALCATRAZ CRUISES LLC	4/7/2023	4017397	060	$ 1,730.00
ALCATRAZ CRUISES LLC Total				**$ 1,730.00**
ALEXANDRA GUTIERREZ	4/28/2023	4017766	080	$ 31.44
ALEXANDRA GUTIERREZ Total				**$ 31.44**
ALIA	4/28/2023	4017712	060	$ 14,000.00
ALIA Total				**$ 14,000.00**
ALLIED REFRIGERATION INC.	4/14/2023	4017565	050	$ 1,262.24
ALLIED REFRIGERATION INC. Total				**$ 1,262.24**
ALPHA BLANCA ALVARADO(ALPHA1)	4/7/2023	4017462	010	$ 123,146.00
ALPHA BLANCA ALVARADO(ALPHA1) Total				**$ 123,146.00**
ALPHA JOSE HERNANDEZ (ALPHA	4/7/2023	4017463	010	$ 80,601.00
ALPHA JOSE HERNANDEZ (ALPHA Total				**$ 80,601.00**
AMAZON WEB SERVICES INC.	4/14/2023	4017505	010	$ 79.12
AMAZON WEB SERVICES INC. Total				**$ 79.12**
AMAZON.COM LLC	4/7/2023	4017379	010	$ 725.11
			060	$ 2,781.14
			080	$ 47.55
	4/14/2023	4017506	010	$ 147.64
			060	$ 232.36
	4/21/2023	4017610	010	$ 415.80
		4017677	060	$ 1,340.82
	4/28/2023	4017713	010	$ 6,541.35
			080	$ 301.36
		4017749	010	$ 369.12

AP Check Register - Pivot Table Summary by Vendor
April 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
AMAZON.COM LLC	45044	4017767	060	$ 6,780.36
		4017778	010	$ 9.73
AMAZON.COM LLC Total				$ 19,692.34
AMY ELIZABETH RODRIGUES	4/21/2023	4017678	010	$ 44.54
AMY ELIZABETH RODRIGUES Total				$ 44.54
AN MOTORS OF SCOTTSDALE LLC	4/13/2023	4017500	060	$ 36,269.28
AN MOTORS OF SCOTTSDALE LLC Total				$ 36,269.28
ANA SANCHEZ	4/14/2023	4017532	130	$ 21.62
ANA SANCHEZ Total				$ 21.62
ANDREA ELIZABETH MORTON	4/14/2023	4017533	080	$ 28.03
ANDREA ELIZABETH MORTON Total				$ 28.03
ANITA GHOSH	4/7/2023	4017480	010	$ 89.00
ANITA GHOSH Total				$ 89.00
ANNYA R ARTIGAS	4/7/2023	4017433	010	$ 111.44
ANNYA R ARTIGAS Total				$ 111.44
AON RISK INSURANCE SERVICES	4/7/2023	4017464	670	$ 161,421.00
AON RISK INSURANCE SERVICES Total				$ 161,421.00
APPLE INC.	4/14/2023	4017507	010	$ 1,082.27
	4/28/2023	4017714	010	$ 382.54
APPLE INC. Total				$ 1,464.81
ARC ALTERNATIVES	4/21/2023	4017611	210	$ 32,955.00
ARC ALTERNATIVES Total				$ 32,955.00
ARELY MARGARITA FLORES	4/28/2023	4017779	010	$ 67.40
ARELY MARGARITA FLORES Total				$ 67.40
ARENA STUART RENTALS INC	4/21/2023	4017679	010	$ 115.00
ARENA STUART RENTALS INC Total				$ 115.00
AT&T	4/27/2023	4017697	010	$ 5,054.40
AT&T Total				$ 5,054.40
ATKINSON, ANDELSON, LOYA, RUUD	4/28/2023	4017816	010	$ 2,491.67
ATKINSON, ANDELSON, LOYA, RUUD Total				$ 2,491.67
AURORA D. LEONG	4/14/2023	4017534	060	$ 178.53
AURORA D. LEONG Total				$ 178.53
A-Z BUS SALES INC	4/28/2023	4017776	010	$ 379.25
A-Z BUS SALES INC Total				$ 379.25
BALCO HOLDINGS INC	4/14/2023	4017566	010	$ 164.00
	4/21/2023	4017654	010	$ 76.00
	4/28/2023	4017830	010	$ 456.00
BALCO HOLDINGS INC Total				$ 696.00
BALLARD & TIGHE COMPANY	4/14/2023	4017594	080	$ 1,438.74
BALLARD & TIGHE COMPANY Total				$ 1,438.74
BALLOONATICS INC.	4/14/2023	4017535	010	$ 225.80
BALLOONATICS INC. Total				$ 225.80
BARCODES ACQUISITION INC.	4/21/2023	4017680	010	$ 262.42
BARCODES ACQUISITION INC. Total				$ 262.42
BAUDELIO T. AGUILERA	4/21/2023	4017612	010	$ 214.10
BAUDELIO T. AGUILERA Total				$ 214.10
BAUDVILLE	4/28/2023	4017715	010	$ 677.66
		4017817	010	$ 378.54
BAUDVILLE Total				$ 1,056.20
BAUDVILLE INC.	4/7/2023	4017481	010	$ 52.31
BAUDVILLE INC. Total				$ 52.31

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BAY AREA FLOOR MACHINE	4/28/2023	4017831	010	$	540.90
BAY AREA FLOOR MACHINE Total				**$**	**540.90**
BERNAL, STEPHANIE	4/7/2023	4017434	010	$	99.80
BERNAL, STEPHANIE Total				**$**	**99.80**
BERPL INC	4/14/2023	4017508	010	$	973.07
BERPL INC Total				**$**	**973.07**
BERTHA RAZO	4/14/2023	4017595	010	$	105.80
BERTHA RAZO Total				**$**	**105.80**
BIG JOE	4/21/2023	4017613	010	$	116.01
BIG JOE Total				**$**	**116.01**
BINAIFER PATEL	4/28/2023	4017780	010	$	147.72
BINAIFER PATEL Total				**$**	**147.72**
BIOMETRICS4ALL INC.	4/7/2023	4017380	010	$	21.75
BIOMETRICS4ALL INC. Total				**$**	**21.75**
BIZON GROUP INC	4/21/2023	4017614	210	$	325.94
	4/28/2023	4017750	210	$	325.94
BIZON GROUP INC Total				**$**	**651.88**
BLICK ART MATERIALS LLC	4/28/2023	4017818	010	$	512.19
BLICK ART MATERIALS LLC Total				**$**	**512.19**
BLUETRITON BRANDS INC.	4/27/2023	4017707	010	$	787.49
			080	$	84.99
BLUETRITON BRANDS INC. Total				**$**	**872.48**
BOSCO CONSTRUCTION SERVICES	4/21/2023	4017655	050	$	9,500.00
BOSCO CONSTRUCTION SERVICES Total				**$**	**9,500.00**
BRAINPOP LLC.	4/14/2023	4017509	010	$	175.00
BRAINPOP LLC. Total				**$**	**175.00**
BRAVO, MANDY	4/28/2023	4017781	010	$	150.63
BRAVO, MANDY Total				**$**	**150.63**
BRENDA HERNANDEZ	4/7/2023	4017416	010	$	104.32
BRENDA HERNANDEZ Total				**$**	**104.32**
BRIEANA WHITE	4/7/2023	4017465	060	$	250.00
BRIEANA WHITE Total				**$**	**250.00**
CALIFORNIA DEPARTMENT OF	4/20/2023	4017605	010	$	245.51
			060	$	320.42
			088	$	49.07
	4/27/2023	4017699	010	$	76.00
CALIFORNIA DEPARTMENT OF Total				**$**	**691.00**
CALIFORNIA SPORT DESIGN	4/14/2023	4017536	088	$	2,533.13
	4/21/2023	4017615	010	$	1,566.80
CALIFORNIA SPORT DESIGN Total				**$**	**4,099.93**
CALIFORNIA STATE UNIVERSITY,	4/6/2023	4017377	010	$	350.00
CALIFORNIA STATE UNIVERSITY, Total				**$**	**350.00**
CAL-STEAM INC.	4/14/2023	4017582	050	$	934.81
	4/28/2023	4017832	050	$	286.09
CAL-STEAM INC. Total				**$**	**1,220.90**
CANON FINANCIAL SERVICES INC.	4/21/2023	4017674	010	$	3,264.88
			060	$	3,061.43
			050	$	255.94
			080	$	351.12
			130	$	446.22
CANON FINANCIAL SERVICES INC. Total				**$**	**7,379.59**

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CARAHSOFT TECHNOLOGY CORP	4/7/2023	4017398	010	$ 561.41
	4/14/2023	4017537	010	$ 805.91
CARAHSOFT TECHNOLOGY CORP Total				**$ 1,367.32**
CARDLOCK FUELS SYSTEM INC	4/28/2023	4017782	010	$ 65.03
CARDLOCK FUELS SYSTEM INC Total				**$ 65.03**
CARLOS HERNANDEZ	4/7/2023	4017417	010	$ 15.84
CARLOS HERNANDEZ Total				**$ 15.84**
CARMELINA BAUTISTA	4/21/2023	4017681	010	$ 30.79
CARMELINA BAUTISTA Total				**$ 30.79**
CARMEN RUBIO	4/28/2023	4017783	010	$ 73.24
CARMEN RUBIO Total				**$ 73.24**
CARRILLO SILVIA T.	4/28/2023	4017784	120	$ 377.38
CARRILLO SILVIA T. Total				**$ 377.38**
CAU V. TRANG	4/21/2023	4017682	010	$ 214.10
CAU V. TRANG Total				**$ 214.10**
CDW LLC	4/7/2023	4017381	010	$ 32,040.00
			060	$ 1,213.63
			130	$ 15,291.68
	4/14/2023	4017510	060	$ 2,279.32
	4/28/2023	4017716	010	$ 1,804.69
			060	$ 620.00
		4017751	210	$ 2,489.27
		4017785	010	$ 9,211.50
CDW LLC Total				**$ 64,950.09**
CELLCO PARTNERSHIP	4/14/2023	4017600	010	$ 5,405.87
CELLCO PARTNERSHIP Total				**$ 5,405.87**
CESAR TORRICO	4/14/2023	4017538	010	$ 69.92
CESAR TORRICO Total				**$ 69.92**
CHEN, CINDY	4/28/2023	4017786	010	$ 148.91
CHEN, CINDY Total				**$ 148.91**
CHRISTINA RAQUEDAN	4/7/2023	4017435	080	$ 60.92
CHRISTINA RAQUEDAN Total				**$ 60.92**
CHRISTINA SARINANA	4/7/2023	4017418	010	$ 32.88
CHRISTINA SARINANA Total				**$ 32.88**
CINTAS CORPORATION	4/7/2023	4017466	010	$ 469.97
			050	$ 62.53
	4/14/2023	4017583	010	$ 432.84
			050	$ 62.53
	4/21/2023	4017669	010	$ 409.81
			050	$ 62.53
	4/28/2023	4017833	010	$ 356.22
			050	$ 62.53
CINTAS CORPORATION Total				**$ 1,918.96**
CITY OF SAN JOSE	4/13/2023	4017498	060	$ 1,320.00
		4017499	060	$ 968.00
	4/27/2023	4017703	088	$ 1,846.00
CITY OF SAN JOSE Total				**$ 4,134.00**
COMMUNITY SCHOOL OF MUSIC AND	4/14/2023	4017539	010	$ 5,995.00
			060	$ 27,607.00
	4/21/2023	4017616	060	$ 17,828.00
COMMUNITY SCHOOL OF MUSIC AND Total				**$ 51,430.00**

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
CONSCIOUS TEACHING LLC	4/21/2023	4017617	060	$ 5,000.00
CONSCIOUS TEACHING LLC Total				**$ 5,000.00**
CROWN CASTLE INTERNATIONAL	4/14/2023	4017511	010	$ 2,258.43
CROWN CASTLE INTERNATIONAL Total				**$ 2,258.43**
CUMMING MANAGEMENT GROUP INC	4/14/2023	4017540	210	$ 74,484.03
	4/28/2023	4017717	210	$ 62,980.03
CUMMING MANAGEMENT GROUP INC Total				**$ 137,464.06**
CYNDI MACDONALD	4/7/2023	4017419	010	$ 99.00
	4/28/2023	4017768	060	$ 106.00
CYNDI MACDONALD Total				**$ 205.00**
CYNTHIA CORONA	4/7/2023	4017482	010	$ 252.42
CYNTHIA CORONA Total				**$ 252.42**
DANIEL HERNANDEZ GUDIEL	4/28/2023	4017787	010	$ 17.46
DANIEL HERNANDEZ GUDIEL Total				**$ 17.46**
DANIEL SANCHEZ	4/7/2023	4017399	060	$ 2,200.00
	4/14/2023	4017512	060	$ 1,000.00
	4/28/2023	4017752	010	$ 6,000.00
DANIEL SANCHEZ Total				**$ 9,200.00**
DANNIS WOLIVER KELLY	4/28/2023	4017769	010	$ 5,183.00
DANNIS WOLIVER KELLY Total				**$ 5,183.00**
DAYLIGHT FOODS INC	4/13/2023	4017501	130	$ 18,481.15
DAYLIGHT FOODS INC Total				**$ 18,481.15**
DBA: PALACE BUSINESS SOLUTIONS	4/14/2023	4017584	010	$ 11,139.80
	4/28/2023	4017834	010	$ 4,295.12
DBA: PALACE BUSINESS SOLUTIONS Total				**$ 15,434.92**
DBA:DELTA HEALTHCARE PROVIDERS	4/7/2023	4017400	080	$ 20,655.00
DBA:DELTA HEALTHCARE PROVIDERS Total				**$ 20,655.00**
DELORES A. SMITH	4/6/2023	4017374	010	$ 500.00
DELORES A. SMITH Total				**$ 500.00**
DELTA DENTAL	4/28/2023	4017819	670	$ 1,082.97
DELTA DENTAL Total				**$ 1,082.97**
DIETERICH NURNBERG	4/7/2023	4017436	010	$ 193.88
DIETERICH NURNBERG Total				**$ 193.88**
DOUGLAS KLEINHENZ	4/7/2023	4017483	010	$ 62.48
DOUGLAS KLEINHENZ Total				**$ 62.48**
DRT GRADING & PAVING INC.	4/14/2023	4017541	210	$ 3,441.25
DRT GRADING & PAVING INC. Total				**$ 3,441.25**
DSA - OFFICE OF REGULATORY	4/27/2023	4017700	210	$ 500.00
		4017701	210	$ 500.00
DSA - OFFICE OF REGULATORY Total				**$ 1,000.00**
E.L. ACHIEVE INC.	4/28/2023	4017753	060	$ 5,000.00
E.L. ACHIEVE INC. Total				**$ 5,000.00**
EARTH'S BIRTHDAY PROJECT	4/14/2023	4017513	060	$ 200.45
EARTH'S BIRTHDAY PROJECT Total				**$ 200.45**
EAST BAY REFRIGERATION, INC.	4/14/2023	4017514	130	$ 2,086.58
	4/28/2023	4017718	130	$ 1,198.58
		4017754	130	$ 353.75
EAST BAY REFRIGERATION, INC. Total				**$ 3,638.91**
EAST BAY RESTAURANT SUPPLY INC	4/14/2023	4017515	060	$ 18,918.27
EAST BAY RESTAURANT SUPPLY INC Total				**$ 18,918.27**
EDGES ELECTRICAL GROUP LLC	4/14/2023	4017585	050	$ 535.16

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
EDGES ELECTRICAL GROUP LLC	4/21/2023	4017656	050	$ 1,604.43
EDGES ELECTRICAL GROUP LLC Total				**$ 2,139.59**
EINSTEIN NOAH RESTAURANT	4/7/2023	4017382	010	$ 165.22
		4017484	010	$ 165.38
	4/14/2023	4017542	060	$ 986.99
	4/21/2023	4017618	060	$ 104.61
	4/28/2023	4017755	010	$ 64.33
EINSTEIN NOAH RESTAURANT Total				**$ 1,486.53**
ELVIA RODRIGUEZ DIAZ	4/7/2023	4017437	010	$ 33.34
ELVIA RODRIGUEZ DIAZ Total				**$ 33.34**
ENTERPRISE FM TRUST	4/14/2023	4017601	060	$ 189.31
ENTERPRISE FM TRUST Total				**$ 189.31**
ENVIRONMENTAL SYSTEMS INC	4/21/2023	4017657	050	$ 2,907.00
ENVIRONMENTAL SYSTEMS INC Total				**$ 2,907.00**
ERIN DEVINE	4/7/2023	4017401	080	$ 20,995.00
ERIN DEVINE Total				**$ 20,995.00**
ERLINDA MUNOZ	4/11/2023	4017495	010	$ 1,324.50
ERLINDA MUNOZ Total				**$ 1,324.50**
ERNESTO M. LEMA	4/11/2023	4017496	010	$ 5,035.85
ERNESTO M. LEMA Total				**$ 5,035.85**
ESTHER B. CLARK SCHOOL AT	4/21/2023	4017619	080	$ 22,041.00
ESTHER B. CLARK SCHOOL AT Total				**$ 22,041.00**
FACILITRON INC	4/21/2023	4017620	010	$ 5,906.25
FACILITRON INC Total				**$ 5,906.25**
FATIMA SY	4/7/2023	4017438	010	$ 19.03
FATIMA SY Total				**$ 19.03**
FEDERAL EXPRESS	4/28/2023	4017719	010	$ 148.28
FEDERAL EXPRESS Total				**$ 148.28**
FELICIDAD NG	4/21/2023	4017621	060	$ 22.53
FELICIDAD NG Total				**$ 22.53**
FIRST BOOK	4/21/2023	4017622	060	$ 2,325.33
FIRST BOOK Total				**$ 2,325.33**
FIRST STUDENT INC.	4/7/2023	4017402	060	$ 725.24
	4/14/2023	4017516	060	$ 1,447.00
	4/21/2023	4017623	010	$ 2,444.67
FIRST STUDENT INC. Total				**$ 4,616.91**
FOLEY & SONS INC	4/28/2023	4017770	060	$ 273.86
FOLEY & SONS INC Total				**$ 273.86**
FOSTER DAIRY FARMS	4/20/2023	4017607	130	$ 65,767.62
FOSTER DAIRY FARMS Total				**$ 65,767.62**
FROG ENVIRONMENTAL. INC	4/28/2023	4017788	010	$ 175.00
FROG ENVIRONMENTAL. INC Total				**$ 175.00**
GABRIELA AMANDA QUEZADA	4/7/2023	4017439	060	$ 238.02
GABRIELA AMANDA QUEZADA Total				**$ 238.02**
GARDA CL WEST	4/21/2023	4017683	010	$ 151.34
			130	$ 151.33
	4/28/2023	4017771	010	$ 3.71
			130	$ 3.72
GARDA CL WEST Total				**$ 310.10**
GARDENLAND CENTER INC.	4/14/2023	4017567	050	$ 405.80
	4/28/2023	4017835	050	$ 213.23

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
GARDENLAND CENTER INC. Total				$ 619.03
GERARDO GARCIA GARCIA	4/7/2023	4017440	080	$ 90.65
GERARDO GARCIA GARCIA Total				$ 90.65
GERMAN HERNANDEZ	4/7/2023	4017420	010	$ 632.58
GERMAN HERNANDEZ Total				$ 632.58
GKS EDUCATION LLC	4/21/2023	4017624	060	$ 6,720.00
GKS EDUCATION LLC Total				$ 6,720.00
GLORIA YOLANDA HAYES-PERKINS	4/21/2023	4017684	010	$ 66.12
GLORIA YOLANDA HAYES-PERKINS Total				$ 66.12
GOLD STAR FOODS	4/13/2023	4017502	130	$ 245,409.82
GOLD STAR FOODS Total				$ 245,409.82
GREENESPORT ASSOCIATION	4/7/2023	4017403	010	$ 710.00
	4/21/2023	4017625	010	$ 920.00
GREENESPORT ASSOCIATION Total				$ 1,630.00
HAMERAY PUBLISHING GROUP INC.	4/28/2023	4017789	060	$ 9,826.87
HAMERAY PUBLISHING GROUP INC. Total				$ 9,826.87
HAPPY NUMBERS INC	4/14/2023	4017517	060	$ 1,421.00
HAPPY NUMBERS INC Total				$ 1,421.00
HARMEET DHAMI	4/21/2023	4017626	010	$ 177.40
HARMEET DHAMI Total				$ 177.40
HARRY L. MURPHY INC.	4/14/2023	4017568	050	$ 509.69
HARRY L. MURPHY INC. Total				$ 509.69
HOME DEPOT U.S.A. INC.	4/14/2023	4017569	010	$ 2,816.55
	4/21/2023	4017627	010	$ 375.51
			060	$ 402.56
		4017658	050	$ 7,606.54
		4017659	010	$ 1,024.20
		4017670	050	$ 317.45
HOME DEPOT U.S.A. INC. Total				$ 12,542.81
ICU TECHNOLOGIES INC	4/28/2023	4017790	060	$ 230,684.00
ICU TECHNOLOGIES INC Total				$ 230,684.00
IDA G HARL	4/7/2023	4017441	010	$ 159.11
IDA G HARL Total				$ 159.11
IDN INC	4/14/2023	4017570	050	$ 323.01
	4/28/2023	4017836	050	$ 28.84
IDN INC Total				$ 351.85
IMEE ALMAZAN	4/7/2023	4017442	010	$ 638.86
IMEE ALMAZAN Total				$ 638.86
IMPERIAL BAG & PAPER CO LLC	4/6/2023	4017373	130	$ 28,504.88
IMPERIAL BAG & PAPER CO LLC Total				$ 28,504.88
INNOVATE CONCRETE INC	4/14/2023	4017543	210	$ 5,482.25
INNOVATE CONCRETE INC Total				$ 5,482.25
INTERNATIONAL ASSOCIATION FOR	4/14/2023	4017518	060	$ 750.00
	4/21/2023	4017628	060	$ 400.00
INTERNATIONAL ASSOCIATION FOR Total				$ 1,150.00
IT MANAGEMENT CORPORATION	4/7/2023	4017485	010	$ 3,288.37
IT MANAGEMENT CORPORATION Total				$ 3,288.37
ITSAVVY LLC	4/7/2023	4017383	060	$ 2,192.91
	4/14/2023	4017519	010	$ 1,722.07
	4/21/2023	4017629	010	$ 262.50
	4/28/2023	4017720	060	$ 1,135.31

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
ITSAVVY LLC Total				$ 5,312.79
JEANS PALACE INC.	4/28/2023	4017721	060	$ 113.71
JEANS PALACE INC. Total				$ 113.71
JEL SALES & MARKETING LLC	4/14/2023	4017596	060	$ 274.74
JEL SALES & MARKETING LLC Total				$ 274.74
JENIFER MARTINEZ	4/7/2023	4017443	060	$ 112.19
JENIFER MARTINEZ Total				$ 112.19
JENNIFER TIMMINS	4/7/2023	4017444	060	$ 22.27
	4/21/2023	4017685	010	$ 10.00
JENNIFER TIMMINS Total				$ 32.27
JENNY HOANG TRAN	4/7/2023	4017467	060	$ 120.00
JENNY HOANG TRAN Total				$ 120.00
JESS FERNANDEZ	4/14/2023	4017586	050	$ 1,600.00
	4/21/2023	4017660	050	$ 13,600.00
JESS FERNANDEZ Total				$ 15,200.00
JESSE M SERNA	4/28/2023	4017756	010	$ 6,831.80
JESSE M SERNA Total				$ 6,831.80
JESSICA HERNANDEZ	4/21/2023	4017630	060	$ 321.09
JESSICA HERNANDEZ Total				$ 321.09
JESUS L ARAUJO JR	4/7/2023	4017445	010	$ 95.09
JESUS L ARAUJO JR Total				$ 95.09
JET MULCH INC	4/21/2023	4017661	050	$ 5,075.63
JET MULCH INC Total				$ 5,075.63
JONES SCHOOL SUPPLY CO. INC.	4/28/2023	4017722	010	$ 326.59
JONES SCHOOL SUPPLY CO. INC. Total				$ 326.59
JP GRAPHICS	4/21/2023	4017686	060	$ 1,246.88
JP GRAPHICS Total				$ 1,246.88
KAISER PERMANENTE	4/28/2023	4017820	670	$ 412.66
KAISER PERMANENTE Total				$ 412.66
KAPLAN EARLY LEARNING COMPANY	4/28/2023	4017723	080	$ 149.00
KAPLAN EARLY LEARNING COMPANY Total				$ 149.00
KATHLEEN EILEEN CASEY-GARCIA	4/7/2023	4017486	060	$ 141.05
KATHLEEN EILEEN CASEY-GARCIA Total				$ 141.05
KATRINA VALDEZ	4/21/2023	4017631	060	$ 8,692.00
KATRINA VALDEZ Total				$ 8,692.00
KATRINA ZHANG	4/7/2023	4017446	130	$ 72.45
KATRINA ZHANG Total				$ 72.45
KE HUANG	4/28/2023	4017791	010	$ 166.82
			060	$ 150.26
KE HUANG Total				$ 317.08
KEENAN & ASSOCIATES	4/28/2023	4017821	670	$ 105,925.00
KEENAN & ASSOCIATES Total				$ 105,925.00
KELLEE R BREAUX	4/7/2023	4017421	010	$ 199.34
KELLEE R BREAUX Total				$ 199.34
KELLY-MOORE PAINT COMPANY INC.	4/14/2023	4017571	050	$ 462.62
		4017602	050	$ 100.29
KELLY-MOORE PAINT COMPANY INC. Total				$ 562.91
KEVIN DAVID WEBSTER	4/7/2023	4017447	080	$ 133.63
KEVIN DAVID WEBSTER Total				$ 133.63
KHAI Q. TRAN	4/14/2023	4017587	050	$ 5,100.00
KHAI Q. TRAN Total				$ 5,100.00

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
KIMBERLY H SIMON	4/7/2023	4017468	060	$	108.88
KIMBERLY H SIMON Total				**$**	**108.88**
KIPP HEARTWOOD ACADEMY	4/7/2023	4017469	010	$	95,869.00
KIPP HEARTWOOD ACADEMY Total				**$**	**95,869.00**
KIPP PRIZE PREPARATORY ACADEMY	4/7/2023	4017470	010	$	88,628.00
KIPP PRIZE PREPARATORY ACADEMY Total				**$**	**88,628.00**
KRISTIN WALKER	4/28/2023	4017792	010	$	148.18
KRISTIN WALKER Total				**$**	**148.18**
KYA SERVICES LLC	4/14/2023	4017544	210	$	6,691.50
KYA SERVICES LLC Total				**$**	**6,691.50**
LAKESHORE EQUIPMENT COMPANY	4/7/2023	4017384	080	$	2,862.62
	4/14/2023	4017520	010	$	1,459.61
			060	$	609.74
			120	$	45,934.32
		4017597	010	$	624.64
			060	$	1,654.72
	4/21/2023	4017632	010	$	199.99
	4/28/2023	4017724	060	$	1,585.58
			120	$	618.24
		4017822	010	$	165.21
LAKESHORE EQUIPMENT COMPANY Total				**$**	**55,714.67**
LDP INC	4/21/2023	4017633	060	$	3,298.55
LDP INC Total				**$**	**3,298.55**
LEGO BRAND RETAIL INC.	4/7/2023	4017385	060	$	2,099.67
LEGO BRAND RETAIL INC. Total				**$**	**2,099.67**
LEO'S COMMERCIAL TIRE INC	4/21/2023	4017662	050	$	155.00
LEO'S COMMERCIAL TIRE INC Total				**$**	**155.00**
LITERACY RESOURCES LLC	4/28/2023	4017793	060	$	456.20
LITERACY RESOURCES LLC Total				**$**	**456.20**
LITTLE HEROES	4/7/2023	4017471	010	$	9,275.00
			060	$	12,425.00
	4/14/2023	4017545	010	$	4,372.50
			060	$	5,857.50
	4/21/2023	4017634	010	$	1,325.00
			060	$	1,775.00
	4/28/2023	4017794	010	$	1,325.00
			060	$	1,775.00
LITTLE HEROES Total				**$**	**38,130.00**
LONNY LEE LOVINS II	4/7/2023	4017448	010	$	47.02
			060	$	196.86
LONNY LEE LOVINS II Total				**$**	**243.88**
LOREN NICOLE MATA	4/7/2023	4017487	010	$	63.30
LOREN NICOLE MATA Total				**$**	**63.30**
LOVE PLAYING LLC	4/27/2023	4017704	060	$	789.80
LOVE PLAYING LLC Total				**$**	**789.80**
LOWES COMPANIES INC.	4/21/2023	4017663	050	$	403.68
	4/28/2023	4017837	050	$	432.39
LOWES COMPANIES INC. Total				**$**	**836.07**
LOZANO SMITH LLP	4/21/2023	4017687	010	$	9,385.00
	4/28/2023	4017772	010	$	2,524.31
			080	$	22,189.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
LOZANO SMITH LLP Total			**$**	**34,098.31**
LPA INC	4/14/2023	4017546 210	$	74,519.16
	4/21/2023	4017635 210	$	123,763.63
LPA INC Total			**$**	**198,282.79**
LUX BUS AMERICA CO.	4/7/2023	4017404 010	$	7,220.29
LUX BUS AMERICA CO. Total			**$**	**7,220.29**
MANSON WESTERN CORPORATION	4/7/2023	4017386 080	$	132.00
	4/14/2023	4017521 080	$	3,762.27
MANSON WESTERN CORPORATION Total			**$**	**3,894.27**
MARIA CARMINA OROZCO	4/21/2023	4017688 010	$	172.92
MARIA CARMINA OROZCO Total			**$**	**172.92**
MARTIN SERRANO	4/21/2023	4017689 010	$	214.10
MARTIN SERRANO Total			**$**	**214.10**
MAXIM HEALTHCARE SERVICES	4/7/2023	4017479 080	$	160,219.90
	4/28/2023	4017757 010	$	9,951.90
MAXIM HEALTHCARE SERVICES Total			**$**	**170,171.80**
MAY TIFFANY TOLIAO	4/28/2023	4017795 010	$	151.88
MAY TIFFANY TOLIAO Total			**$**	**151.88**
MCKINLEY ELEVATOR CORPORATION	4/14/2023	4017572 050	$	400.00
MCKINLEY ELEVATOR CORPORATION Total			**$**	**400.00**
MENDOCINO FARMS LLC	4/20/2023	4017606 060	$	332.06
MENDOCINO FARMS LLC Total			**$**	**332.06**
MERIAM M QUIATCHON	4/14/2023	4017547 088	$	69.96
	4/28/2023	4017796 010	$	49.60
MERIAM M QUIATCHON Total			**$**	**119.56**
METLIFE SMALL MARKET	4/7/2023	4017449 010	$	2,263.36
METLIFE SMALL MARKET Total			**$**	**2,263.36**
MICHELLE MARIE ELLIOTT	4/7/2023	4017422 010	$	122.50
MICHELLE MARIE ELLIOTT Total			**$**	**122.50**
MONICA TURREY KORTEN	4/7/2023	4017423 010	$	115.80
MONICA TURREY KORTEN Total			**$**	**115.80**
MONICA V ARELLANO	4/7/2023	4017424 010	$	200.00
MONICA V ARELLANO Total			**$**	**200.00**
MONSTER TECHNOLOGY	4/7/2023	4017387 010	$	630.00
MONSTER TECHNOLOGY Total			**$**	**630.00**
MOSYLE CORPORATION	4/28/2023	4017797 010	$	27,500.00
MOSYLE CORPORATION Total			**$**	**27,500.00**
MOUNT HERMON ASSOCIATION INC	4/7/2023	4017405 060	$	500.00
MOUNT HERMON ASSOCIATION INC Total			**$**	**500.00**
NAJMUN RAHMAN	4/28/2023	4017798 060	$	144.70
NAJMUN RAHMAN Total			**$**	**144.70**
NASCO EDUCATION	4/7/2023	4017406 060	$	934.58
NASCO EDUCATION Total			**$**	**934.58**
NCS PEARSON INC.	4/7/2023	4017388 080	$	50.00
		4017407 080	$	7,640.37
	4/28/2023	4017725 080	$	16.20
NCS PEARSON INC. Total			**$**	**7,706.57**
NICOLE MARIE ARMSTRONG	4/7/2023	4017425 010	$	12.15
NICOLE MARIE ARMSTRONG Total			**$**	**12.15**
NOR CAL FUNDRAISING	4/7/2023	4017389 088	$	7,260.00
NOR CAL FUNDRAISING Total			**$**	**7,260.00**

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Vendor Name	Date	Warrant #	Fund		Sum of Amount
OCCUPATIONAL HEALTH CTR OF CA	4/7/2023	4017390	010	$	470.00
	4/21/2023	4017636	010	$	129.00
OCCUPATIONAL HEALTH CTR OF CA Total				$	599.00
OFFICE DEPOT BUSINESS SOLUTION	4/10/2023	4017489	010	$	1,221.09
			060	$	252.29
		4017490	010	$	657.35
		4017491	010	$	668.14
		4017492	010	$	1,177.06
			130	$	102.79
		4017493	010	$	1,182.56
			080	$	149.60
		4017494	010	$	2,925.61
			210	$	190.45
	4/14/2023	4017591	010	$	1,837.37
		4017592	010	$	1,360.27
		4017593	010	$	1,618.60
	4/21/2023	4017608	010	$	3,467.49
		4017609	010	$	1,966.19
			080	$	291.51
			130	$	32.09
			210	$	652.12
	4/27/2023	4017698	010	$	5,758.96
			080	$	98.96
			130	$	276.83
			210	$	491.73
			120	$	5,570.07
OFFICE DEPOT BUSINESS SOLUTION Total				$	31,949.13
ORALIA JIMENEZ	4/28/2023	4017799	010	$	214.10
ORALIA JIMENEZ Total				$	214.10
O'REILLY AUTOMOTIVE STORES INC	4/7/2023	4017472	010	$	57.57
O'REILLY AUTOMOTIVE STORES INC Total				$	57.57
OTC DIRECT INC	4/7/2023	4017408	010	$	30.61
			060	$	106.54
	4/14/2023	4017522	010	$	137.28
			088	$	401.69
	4/28/2023	4017726	010	$	289.78
			088	$	183.63
OTC DIRECT INC Total				$	1,149.53
PAMELA PAGE	4/7/2023	4017426	010	$	295.33
PAMELA PAGE Total				$	295.33
PAMELA WOODARD	4/14/2023	4017573	050	$	2,442.76
PAMELA WOODARD Total				$	2,442.76
PAR INC.	4/28/2023	4017727	080	$	102.83
PAR INC. Total				$	102.83
PARTRIDGE CONSULTING INC.	4/7/2023	4017409	080	$	5,500.00
PARTRIDGE CONSULTING INC. Total				$	5,500.00
PARTY FIESTA BALLOON DECOR LLC	4/7/2023	4017410	088	$	424.33
PARTY FIESTA BALLOON DECOR LLC Total				$	424.33
PATRICIA M TOVAR	4/21/2023	4017690	010	$	12.32
PATRICIA M TOVAR Total				$	12.32
PEDRO NEVAREZ FAVELA	4/7/2023	4017473	010	$	214.10

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PEDRO NEVAREZ FAVELA Total			**$**	**214.10**
PERVINDER KAUR	4/7/2023	4017427 010	$	279.82
PERVINDER KAUR Total			**$**	**279.82**
PETER ALLEN	4/7/2023	4017411 010	$	6,000.00
	4/14/2023	4017598 010	$	4,000.00
PETER ALLEN Total			**$**	**10,000.00**
PG&E	4/13/2023	4017503 010	$	200,013.54
PG&E Total			**$**	**200,013.54**
PIONEER VALLEY EDUCATIONAL	4/28/2023	4017728 060	$	2,888.16
PIONEER VALLEY EDUCATIONAL Total			**$**	**2,888.16**
PLAY THERAPY SUPPLY LLC	4/14/2023	4017523 010	$	24.05
PLAY THERAPY SUPPLY LLC Total			**$**	**24.05**
PLUSHY FEELY CORP	4/7/2023	4017391 060	$	431.85
	4/14/2023	4017524 060	$	55.41
	4/28/2023	4017729 010	$	2,575.90
PLUSHY FEELY CORP Total			**$**	**3,063.16**
POCKET FULL OF THERAPY INC	4/28/2023	4017730 080	$	93.30
POCKET FULL OF THERAPY INC Total			**$**	**93.30**
POSITIVE PROMOTIONS INC	4/28/2023	4017731 010	$	269.10
		4017773 060	$	542.11
POSITIVE PROMOTIONS INC Total			**$**	**811.21**
PROJECT SUPPORT SERVICES INC	4/21/2023	4017637 210	$	6,016.95
PROJECT SUPPORT SERVICES INC Total			**$**	**6,016.95**
PSYCHED SERVICES	4/21/2023	4017673 080	$	3,675.00
	4/28/2023	4017800 080	$	595.00
PSYCHED SERVICES Total			**$**	**4,270.00**
QI QIU	4/7/2023	4017428 010	$	43.15
QI QIU Total			**$**	**43.15**
QUADIENT, INC.	4/21/2023	4017638 010	$	32.81
	4/28/2023	4017758 010	$	488.38
QUADIENT, INC. Total			**$**	**521.19**
RACHEL SAMPLES	4/7/2023	4017450 080	$	12.45
RACHEL SAMPLES Total			**$**	**12.45**
RADHA MALLIK VEDAGIRI	4/28/2023	4017801 060	$	232.07
RADHA MALLIK VEDAGIRI Total			**$**	**232.07**
RAFAEL PAREDES	4/7/2023	4017451 080	$	26.59
RAFAEL PAREDES Total			**$**	**26.59**
RAISING A READER	4/21/2023	4017691 120	$	3,535.25
RAISING A READER Total			**$**	**3,535.25**
RANCHO DEL PUEBLO	4/21/2023	4017639 010	$	3,000.00
RANCHO DEL PUEBLO Total			**$**	**3,000.00**
RANDALL E. KLEIN	4/7/2023	4017392 010	$	105.00
	4/21/2023	4017692 010	$	490.00
	4/28/2023	4017823 010	$	548.00
RANDALL E. KLEIN Total			**$**	**1,143.00**
REALLY GOOD STUFF LLC	4/14/2023	4017548 010	$	71.89
	4/28/2023	4017802 010	$	66.32
REALLY GOOD STUFF LLC Total			**$**	**138.21**
REBECCA BERRY	4/7/2023	4017429 010	$	179.24
REBECCA BERRY Total			**$**	**179.24**
REBECCA M JENSEN	4/14/2023	4017525 060	$	261.02

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REBECCA M JENSEN Total				$ 261.02
RECOLOGY SOUTH BAY	4/6/2023	4017371	010	$ 19,209.27
	4/14/2023	4017588	010	$ 4,038.86
RECOLOGY SOUTH BAY Total				$ 23,248.13
RESOURCE AREA FOR TEACHERS	4/7/2023	4017412	060	$ 9,600.00
	4/14/2023	4017526	060	$ 1,133.22
RESOURCE AREA FOR TEACHERS Total				$ 10,733.22
RFC WIRELESS INC	4/28/2023	4017732	010	$ 3,849.51
RFC WIRELESS INC Total				$ 3,849.51
RICK DELONG	4/14/2023	4017574	010	$ 495.00
RICK DELONG Total				$ 495.00
RIPCORD INC	4/28/2023	4017803	010	$ 17,500.00
RIPCORD INC Total				$ 17,500.00
RIVERSIDE ASSESSMENTS LLC	4/28/2023	4017733	080	$ 3,405.20
RIVERSIDE ASSESSMENTS LLC Total				$ 3,405.20
RMC A RAY MORGAN COMPANY	4/21/2023	4017671	010	$ 4,356.73
			060	$ 4,594.52
			050	$ 238.93
			080	$ 943.89
			130	$ 1,044.36
	4/28/2023	4017804	060	$ 278.61
		4017828	010	$ 8,606.05
RMC A RAY MORGAN COMPANY Total				$ 20,063.09
RO HEALTH INC.	4/28/2023	4017759	010	$ 42,022.71
RO HEALTH INC. Total				$ 42,022.71
ROCKETSHIP FUERZA	4/7/2023	4017474	010	$ 113,921.00
ROCKETSHIP FUERZA Total				$ 113,921.00
ROCKETSHIP SI SE PUEDE	4/7/2023	4017475	010	$ 68,864.00
ROCKETSHIP SI SE PUEDE Total				$ 68,864.00
ROLLINS INC.	4/14/2023	4017575	050	$ 977.15
ROLLINS INC. Total				$ 977.15
ROSALBA RAMIREZ	4/7/2023	4017452	130	$ 35.37
ROSALBA RAMIREZ Total				$ 35.37
ROSALINDA MARQUEZ	4/14/2023	4017549	010	$ 144.83
ROSALINDA MARQUEZ Total				$ 144.83
RYAN BUNDALIAN CACHOLA	4/7/2023	4017453	080	$ 187.99
RYAN BUNDALIAN CACHOLA Total				$ 187.99
SAMSARA INC.	4/28/2023	4017805	010	$ 34,178.64
SAMSARA INC. Total				$ 34,178.64
SAN JOSE CHARTERS INC	4/14/2023	4017527	060	$ 5,880.00
	4/21/2023	4017640	060	$ 1,175.08
SAN JOSE CHARTERS INC Total				$ 7,055.08
SAN JOSE SHARKS LLC	4/28/2023	4017760	010	$ 100.00
SAN JOSE SHARKS LLC Total				$ 100.00
SAN JOSE WATER COMPANY	4/6/2023	4017372	010	$ 30,493.13
SAN JOSE WATER COMPANY Total				$ 30,493.13
SAN MATEO COUNTY SCHOOLS	4/6/2023	4017375	670	$ 199,721.86
SAN MATEO COUNTY SCHOOLS Total				$ 199,721.86
SANDRA F FAUSTINA GARCIA	4/7/2023	4017430	010	$ 65.26
SANDRA F FAUSTINA GARCIA Total				$ 65.26
SANTA CLARA COUNTY OFFICE OF	4/14/2023	4017528	010	$ 45,000.00

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Vendor Name	Date	Warrant #	Fund	Sum of Amount
SANTA CLARA COUNTY OFFICE OF	4/14/2023	4017528	060	$ 6,000.00
	4/21/2023	4017693	010	$ 726.24
	4/28/2023	4017761	010	$ 101.86
		4017824	010	$ 1,025.66
SANTA CLARA COUNTY OFFICE OF Total				**$ 52,853.76**
SANTA CRUZ COUNTY OFFICE OF ED	4/28/2023	4017734	088	$ 20,499.00
SANTA CRUZ COUNTY OFFICE OF ED Total				**$ 20,499.00**
SANTA CRUZ SEASIDE COMPANY	4/27/2023	4017702	060	$ 1,588.08
SANTA CRUZ SEASIDE COMPANY Total				**$ 1,588.08**
SARA RIVERO GARCIA	4/14/2023	4017599	010	$ 197.00
SARA RIVERO GARCIA Total				**$ 197.00**
SARAH M KRETOVICS	4/7/2023	4017454	060	$ 488.89
		4017488	060	$ 272.07
SARAH M KRETOVICS Total				**$ 760.96**
SAVE MART SUPERMARKETS	4/21/2023	4017694	010	$ 161.12
SAVE MART SUPERMARKETS Total				**$ 161.12**
SCHINDLER ELEVATOR CORPORATION	4/14/2023	4017576	050	$ 1,713.72
SCHINDLER ELEVATOR CORPORATION Total				**$ 1,713.72**
SCHOLASTIC	4/21/2023	4017695	060	$ 619.38
SCHOLASTIC Total				**$ 619.38**
SCHOLASTIC BOOK FAIRS	4/27/2023	4017705	088	$ 4,487.79
	4/28/2023	4017735	088	$ 1,810.00
SCHOLASTIC BOOK FAIRS Total				**$ 6,297.79**
SCHOLASTIC INC.	4/28/2023	4017806	060	$ 351.09
SCHOLASTIC INC. Total				**$ 351.09**
SCHOLASTIC, INC.	4/7/2023	4017393	060	$ 467.03
	4/14/2023	4017550	060	$ 77.66
	4/28/2023	4017807	060	$ 413.44
		4017825	060	$ 292.03
SCHOLASTIC, INC. Total				**$ 1,250.16**
SCHOOL HEALTH CORPORATION	4/21/2023	4017641	010	$ 579.67
	4/28/2023	4017736	080	$ 85.11
SCHOOL HEALTH CORPORATION Total				**$ 664.78**
SCHOOL NURSE SUPPLY INC.	4/28/2023	4017737	010	$ 1,641.33
SCHOOL NURSE SUPPLY INC. Total				**$ 1,641.33**
SCHOOL OF ARTS & CULTURE @ MHP	4/28/2023	4017762	010	$ 1,541.00
SCHOOL OF ARTS & CULTURE @ MHP Total				**$ 1,541.00**
SCHOOL SERVICES OF CALIFORNIA	4/14/2023	4017551	010	$ 355.00
SCHOOL SERVICES OF CALIFORNIA Total				**$ 355.00**
SCHOOL SPECIALTY LLC	4/14/2023	4017529	010	$ 1,218.31
			080	$ 152.70
SCHOOL SPECIALTY LLC Total				**$ 1,371.01**
SCIENCE FROM SCIENTISTS INC.	4/28/2023	4017738	060	$ 5,000.00
SCIENCE FROM SCIENTISTS INC. Total				**$ 5,000.00**
SCOTT LINN MCCOY	4/7/2023	4017476	010	$ 500.00
SCOTT LINN MCCOY Total				**$ 500.00**
SECURITY CONTRACTOR SERVICES	4/14/2023	4017577	050	$ 378.30
SECURITY CONTRACTOR SERVICES Total				**$ 378.30**
SELF INSURED SCHOOLS OF	4/6/2023	4017376	670	$ 860,065.00
SELF INSURED SCHOOLS OF Total				**$ 860,065.00**
SERVICE STATION SYSTEMS	4/28/2023	4017808	010	$ 2,713.00

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SERVICE STATION SYSTEMS Total			**$**	**2,713.00**
SHARED PLATE STRATEGIES LLC	4/21/2023	4017642 130	$	9,375.00
SHARED PLATE STRATEGIES LLC Total			**$**	**9,375.00**
SHAYLYN NORENE ORDAZ	4/7/2023	4017455 010	$	22.27
SHAYLYN NORENE ORDAZ Total			**$**	**22.27**
SHAYNE SORIANO	4/28/2023	4017809 060	$	304.35
SHAYNE SORIANO Total			**$**	**304.35**
SHERRY DUARTE	4/28/2023	4017810 010	$	30.60
SHERRY DUARTE Total			**$**	**30.60**
SILICON VALLEY PAVING INC	4/14/2023	4017552 210	$	2,787.50
	4/28/2023	4017739 210	$	4,111.75
SILICON VALLEY PAVING INC Total			**$**	**6,899.25**
SILVESTRE GUZMAN	4/28/2023	4017811 010	$	214.10
SILVESTRE GUZMAN Total			**$**	**214.10**
SITHAN LY	4/7/2023	4017456 130	$	26.20
SITHAN LY Total			**$**	**26.20**
SIXTH DIMENSION PMCM INC	4/7/2023	4017413 210	$	11,010.00
SIXTH DIMENSION PMCM INC Total			**$**	**11,010.00**
SLP NOW	4/14/2023	4017553 010	$	249.00
SLP NOW Total			**$**	**249.00**
SOUND SOULUTIONS LLC	4/28/2023	4017763 060	$	3,437.50
SOUND SOULUTIONS LLC Total			**$**	**3,437.50**
SOUTHERN COUNTIES LUBRICANTS	4/28/2023	4017812 010	$	16,696.96
SOUTHERN COUNTIES LUBRICANTS Total			**$**	**16,696.96**
SPURR	4/21/2023	4017672 010	$	36,922.91
SPURR Total			**$**	**36,922.91**
STARFALL EDUCATION FOUNDATION	4/21/2023	4017643 010	$	66.53
	4/28/2023	4017740 060	$	187.68
STARFALL EDUCATION FOUNDATION Total			**$**	**254.21**
STATE OF CALIFORNIA	4/21/2023	4017644 010	$	962.00
STATE OF CALIFORNIA Total			**$**	**962.00**
STATEWIDE TRAFFIC SAFETY AND	4/21/2023	4017664 050	$	637.85
STATEWIDE TRAFFIC SAFETY AND Total			**$**	**637.85**
STEVEN WAYNE DOTY	4/21/2023	4017665 050	$	5,531.25
STEVEN WAYNE DOTY Total			**$**	**5,531.25**
STUDIO W ASSOCIATES INC.	4/14/2023	4017554 210	$	75,446.50
	4/21/2023	4017645 210	$	51,809.50
	4/25/2023	4017696 210	$	4,389.00
STUDIO W ASSOCIATES INC. Total			**$**	**131,645.00**
SUGIMURA FINNEY ARCHITECTS	4/14/2023	4017578 060	$	600.00
SUGIMURA FINNEY ARCHITECTS Total			**$**	**600.00**
SUNDANCE / NEWBRIDGE LLC	4/28/2023	4017741 060	$	832.35
SUNDANCE / NEWBRIDGE LLC Total			**$**	**832.35**
SUPER DUPER INC	4/14/2023	4017530 080	$	395.95
SUPER DUPER INC Total			**$**	**395.95**
SYSCO SAN FRANCISCO INC.	4/7/2023	4017477 130	$	699.71
	4/28/2023	4017742 130	$	498.87
		4017826 130	$	1,450.57
SYSCO SAN FRANCISCO INC. Total			**$**	**2,649.15**
SYTECH SOLUTIONS INC.	4/28/2023	4017827 010	$	472.78
SYTECH SOLUTIONS INC. Total			**$**	**472.78**

AP Check Register - Pivot Table Summary by Vendor
April 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
TAG/AMS. INC.	4/28/2023	4017813	010	$ 625.00
TAG/AMS. INC. Total				**$ 625.00**
TAHEREH HATAMI	4/14/2023	4017555	060	$ 187.11
TAHEREH HATAMI Total				**$ 187.11**
TAM CONG LE	4/14/2023	4017556	060	$ 72.86
	4/28/2023	4017774	060	$ 72.86
TAM CONG LE Total				**$ 145.72**
TANU KOHLI	4/14/2023	4017557	088	$ 294.18
TANU KOHLI Total				**$ 294.18**
TARGET SPECIALTY PRODUCTS	4/14/2023	4017579	050	$ 1,203.49
	4/21/2023	4017666	050	$ 2,944.80
TARGET SPECIALTY PRODUCTS Total				**$ 4,148.29**
TEAMSTERS MANAGED TRUST FUNDS	4/7/2023	4017457	670	$ 228,360.00
TEAMSTERS MANAGED TRUST FUNDS Total				**$ 228,360.00**
TEHILA AVIV	4/7/2023	4017431	010	$ 20.00
TEHILA AVIV Total				**$ 20.00**
TEODOLINDA FARIAS MENDOZA	4/7/2023	4017458	010	$ 69.91
TEODOLINDA FARIAS MENDOZA Total				**$ 69.91**
TERESA N DECELLES	4/28/2023	4017743	010	$ 65.00
TERESA N DECELLES Total				**$ 65.00**
THE CREEKSIDE SCHOOL	4/21/2023	4017646	080	$ 12,747.00
THE CREEKSIDE SCHOOL Total				**$ 12,747.00**
THE DANIELSEN COMPANY	4/28/2023	4017744	130	$ 1,340.00
THE DANIELSEN COMPANY Total				**$ 1,340.00**
THE ENVISIONEERS INC	4/14/2023	4017558	060	$ 68,110.98
THE ENVISIONEERS INC Total				**$ 68,110.98**
THE PAPE' GROUP INC	4/21/2023	4017647	010	$ 169.00
THE PAPE' GROUP INC Total				**$ 169.00**
THE PROPHET CORPORATION	4/7/2023	4017394	010	$ 2,268.29
	4/21/2023	4017648	010	$ 532.36
	4/28/2023	4017745	010	$ 1,814.84
			060	$ 595.91
THE PROPHET CORPORATION Total				**$ 5,211.40**
THE STEPPING STONES GROUP LLC	4/7/2023	4017395	080	$ 41,031.50
		4017414	080	$ 45,962.50
	4/14/2023	4017559	080	$ 58,241.50
THE STEPPING STONES GROUP LLC Total				**$ 145,235.50**
THE TECH MUSEUM OF INNOVATION	4/21/2023	4017649	060	$ 389.00
	4/27/2023	4017706	088	$ 988.00
THE TECH MUSEUM OF INNOVATION Total				**$ 1,377.00**
THINK TOGETHER	4/14/2023	4017560	060	$ 164,064.21
			120	$ 70,536.98
	4/21/2023	4017650	060	$ 246,306.50
THINK TOGETHER Total				**$ 480,907.69**
TURF AND INDUSTRIAL EQUIPMENT	4/14/2023	4017580	050	$ 335.53
TURF AND INDUSTRIAL EQUIPMENT Total				**$ 335.53**
TUTORWORKS INC.	4/14/2023	4017561	060	$ 108,333.33
TUTORWORKS INC. Total				**$ 108,333.33**
U.S. BANK	4/18/2023	4017604	010	$ 10,107.32
			060	$ 1,926.16
			130	$ 1,673.43

AP Check Register - Pivot Table Summary by Vendor
April 2023

Vendor Name	Date	Warrant #	Fund	Sum of Amount
U.S. BANK Total				$ 13,706.91
ULINE INC	4/28/2023	4017746	010	$ 1,453.57
ULINE INC Total				$ 1,453.57
UNITED PARCEL SERVICE	4/21/2023	4017651	010	$ 138.01
UNITED PARCEL SERVICE Total				$ 138.01
UNITED REFRIGERATION INC.	4/14/2023	4017589	050	$ 1,517.71
	4/21/2023	4017667	050	$ 1,245.23
UNITED REFRIGERATION INC. Total				$ 2,762.94
VALENTIN MOLINA LOPEZ	4/7/2023	4017432	010	$ 122.31
VALENTIN MOLINA LOPEZ Total				$ 122.31
VIETNAM BAC CALI RADIO	4/7/2023	4017396	060	$ 1,200.00
VIETNAM BAC CALI RADIO Total				$ 1,200.00
VISION SERVICE PLAN	4/7/2023	4017478	670	$ 11,703.24
VISION SERVICE PLAN Total				$ 11,703.24
VISTA CENTER FOR THE BLIND &	4/21/2023	4017652	080	$ 2,537.50
VISTA CENTER FOR THE BLIND & Total				$ 2,537.50
VIVI LLC	4/14/2023	4017603	010	$ 318.00
VIVI LLC Total				$ 318.00
VIVIANNE NGUYEN	4/21/2023	4017653	060	$ 20.77
VIVIANNE NGUYEN Total				$ 20.77
VOCOVISION LLC	4/7/2023	4017415	080	$ 67,359.91
VOCOVISION LLC Total				$ 67,359.91
VOYAGER SOPRIS LEARNING INC.	4/28/2023	4017764	080	$ 4,000.00
VOYAGER SOPRIS LEARNING INC. Total				$ 4,000.00
W.W. GRAINGER INC.	4/14/2023	4017581	050	$ 2,816.57
	4/21/2023	4017668	050	$ 383.60
W.W. GRAINGER INC. Total				$ 3,200.17
WATER QUALITY PLUMBING INC	4/14/2023	4017590	050	$ 1,150.00
	4/28/2023	4017838	050	$ 1,080.00
WATER QUALITY PLUMBING INC Total				$ 2,230.00
WENDY BOSSHARDT	4/28/2023	4017814	010	$ 15.17
WENDY BOSSHARDT Total				$ 15.17
WENDY CRUZ-ALCANTAR	4/7/2023	4017459	010	$ 181.30
WENDY CRUZ-ALCANTAR Total				$ 181.30
WEX Health Inc	4/14/2023	4017562	670	$ 60.00
WEX Health Inc Total				$ 60.00
WILFREDO R. ESCOBAR	4/14/2023	4017563	010	$ 214.10
WILFREDO R. ESCOBAR Total				$ 214.10
WILLIAM PHAN	4/11/2023	4017497	010	$ 1,496.54
WILLIAM PHAN Total				$ 1,496.54
WILLIAM V. MACGILL & CO.	4/14/2023	4017564	010	$ 100.95
WILLIAM V. MACGILL & CO. Total				$ 100.95
WOWZY CREATION CORP.	4/28/2023	4017747	010	$ 734.55
WOWZY CREATION CORP. Total				$ 734.55
YMCA OF SILICON VALLEY	4/28/2023	4017765	060	$ 112,905.83
YMCA OF SILICON VALLEY Total				$ 112,905.83
Grand Total				$ 5,918,536.32

11.06

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF TRUSTEES

To the Board of Trustees:

Subject: **Resolution # 60-22/23 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 May 11, 2023.

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

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

To the Board of Trustees: Meeting: May 11, 2023

Recommend Approval

11.06

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 # 60-22/23
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 11th day of May, 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 May 11, 2023.

_____
Hilaria Bauer, Ph.D., Superintendent

ITSS SURPLUS EQUIPMENT DISPOSAL
Date: May 11, 2023
Resolution No. 60-22/23

CHROMEBOOKS	SERIAL	TAG
LENOVO 100E GEN 2	YX01Q7C3	IT09947
HP 11A G8	5CD052DFMQ	IT06752
HP 11A G6	5CD93282QW	IT03274
HP 11A G6	5CD9118MTH	IT00334
HP 11A G6	5CD9116GN2	IT03719
ACER C731	NXGM8AA0017132469C7600	N/A
ACER C731	NXGM8AA0018251D3E37600	N/A
LENOVO 100E GEN 2	YX01Q7H8	IT09937
ACER C731	NXGM8AA00173317D7F7600	N/A
ACER C731	NXGM8AA001751017247600	N/A
ACER C731	NXGM8AA00173310BB77600	N/A
ACER C731	NXGM8AA00173317DB07600	N/A
ACER C731	NXGM8AA00684902C8F7600	N/A
ACER C731	NXGM8AA00684902C987600	N/A
ACER C731	NXGM8AA00684902CD47600	N/A
ACER C740	NXEF2AA00252801B5A7600	N/A
ACER C740	NXEF2AA0025300F8957600	N/A
ACER C740	NXEF2AA00255201ABC7600	N/A
HP 11A G8	5CD052CST2	IT06138
HP 11A G6	5CD9118TJR	IT00151
ACER C730	NXGC1AA00263421C247600	N/A
ACER C740	NXEF2AA002530091277600	N/A
ACER C731	NXGM8AA001713298CF7600	N/A
ACER C740	NXEF2AA0025300E6247600	N/A
ACER C731	NXGM8AA001713298D77600	N/A
ACER C730	NXGC1AA0026340C8267600	N/A
ACER C730	NXGC1AA002629021EC7600	N/A
ACER C740	NXEF2AA0025300EA187600	N/A
ACER C740	NXEF2AA0025300F4B67600	N/A
ACER C740	NXEF2AA0025300F32E7600	N/A
ACER C740	NXEF2AA0025300F3357600	N/A
ACER C740	NXEF2AA0025280338D7600	N/A
ACER C731	NXGM8AA0017300F79C7600	N/A
ACER C731	NXGM8AA00173006D9B7600	N/A
ACER C731	NXGM8AA0017300F7747600	N/A
ACER C731	NXGM8AA0017132988C7600	N/A
ACER C731	NXGM8AA00684902ED97600	N/A
HP 11A G6	5CD90763JB	IT02940
HP 11A G6	5CD9118THG	IT00153

ACER C731	NXGM8AA00684902BF47600	N/A
ACER C740	NXEF2AA00255201AF17600	N/A
ACER C720	NXSHEAA0064410A5417600	N/A
SAMSUNG 500C	0JDA91BJ101389B	N/A
SAMSUNG 500C	0JDA91BJ101187L	N/A
LAPTOPS	**SERIAL**	**TAG**
HP MT40	CNU320BSSB	2001621
HP MT40	CNU320BSSQ	2001625
HP MT40	CNU320BSVB	2001622
HP MT41	5CG52455LX	2009385
ACER SWITCH 11	NTL6SAA005506791A67200	2011903
HP MT41	5CG5211MWM	
DESKTOPS	**SERIAL**	**TAG**
DELL GX260	62PLX21	08385
DELL 780	C7BLQN1	00016199
DELL 780	6QN0QM1	00015953
DELL 780	78N99K1	00015245
CARTS	**SERIAL**	**TAG**
BRETFORD AROCK38	201409099805	1001285
BRETFORD AROCK38	201311188937	1001119
BRETFORD AROCK38	201409099804	1001288
BRETFORD AROCK38	201311137468	1001062
BRETFORD AROCK38	N/A	1001204
BRETFORD AROCK38	201311188998	1001116
PRINTERS	**SERIAL**	**TAG**
DELL 2330DN	2Q2SSG1	N/A
HP LSJ P2015	CNBJS00889	N/A
HP LSJ PRO 400	PHGFC03491	N/A
HP LASERJET 8000N	USDD032405	06030
HP LASERJET 8000N	USDH049206	06031
SAMSUNG INTELLIFAX 2840	U63274F6J291219	N/A
FELLOWES POWERSHREDDER PS 80	080000508A15100127092	N/A
HP COLLOR LASERJET 4650	JPHAD17501	10889
IPADS	**SERIAL**	**TAG**
A1219	GB102CGEZ3A	00016634
PROJECTORS	**SERIAL**	**TAG**
CP-X2541WNUF	F6HU15124	N/A
NP-U310W	1500567CC	N/A
CP-X251UF	F7AU19773	00012291
CP-X2541WNUF	F5LU09092	2011717
CP-X2541WNUF	F6FU14024	N/A
CP-X305UF	F7IU01406	00013388
UST-P1	WUST-P14141377	N/A
UPS	**SERIAL**	**TAG**

APC SMX1500RM2U	AS1304214402	N/A
APC SMX48RMBP2U	5D1328T01526	N/A
APC SMX1500RM2U	AS1347214334	N/A
APC SMX1500RM2U	AS1323110989	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00015	1001896
APC SMX48RMBP2U	5D1318T01006	N/A
APC SMX48RMBP2U	5D1321T00365	N/A
APC SMX1500RM2U	AS1304214457	N/A
APC SMX1500RM2U	AS1323111005	N/A
APC SMX48RMBP2U	5D1245T01653	N/A
TRIPPLITE SMART1500RMXLN	2839LY0SM887700024	1001901
APC SMX48RMBP2U	5D1321T00333	N/A
APC SMX1500RM2U	AS1304214459	N/A
APC SMX48RMBP2U	5D1321T00203	N/A
TRIPPLITE SMART3000RMXLN	2728DY0SM887B00061	1001848
TRIPPLITE SMART1500RMXLN	2749GY0SM887700065	1001849
APC SMX48RMBP2U	5D1328T01513	N/A
APC SMX1500RM2U	AS1323120786	N/A
APC SMX48RMBP2U	5D1245T01549	N/A
TRIPPLITE SMART1500RMXLN	2839LY0SM887700017	1001907
APC SMX1500RM2U	AS1324225912	N/A
APC SMX48RMBP2U	5D1245T01625	N/A
APC SMX1500RM2U	AS1324225930	N/A
APC SMX48RMBP2U	5D1245T01548	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00103	1001906
APC SMX1500RM2U	AS1347214326	N/A
APC SMX48RMBP2U	5D1328T01528	N/A
APC SMX48RMBP2U	5D1328T01512	N/A
APC SMX1500RM2U	AS1324225923	N/A
APC SMX48RMBP2U	5D1245T01550	N/A
APC SMX1500RM2U	AS1347214330	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00013	1001900
TRIPPLITE BP48V60RT-3U	9652AY0BP606400029	N/A
TRIPPLITE BP48V60RT-3U	N/A	N/A
APC SMX1500RM2U	AS1323120989	N/A
APC SMX48RMBP2U	5D1329T01939	N/A
APC SMX1500RM2U	AS1316210866	N/A
APC SMX48RMBP2U	5D1305T00151	N/A
APC SMX1500RM2U	AS1316210874	N/A
TRIPPLITE SMART1500RM2U	9652ALCSM669300353	N/A
TRIPPLITE SMART1500RM2U	9701ALCSM669300045	N/A
APC SMX1500RM2U	AS1304214353	N/A
APC SMX48RMBP2U	5D1321T00332	N/A
TRIPPLITE SMART1500RM2U	9652ALCSM669300297	N/A

APC SMX48RMBP2U	5D1328T01517	N/A
APC SMX1500RM2U	AS1304214408	N/A
APC SMX1500RM2U	AS1347214336	N/A
APC SMX48RMBP2U	5D1241T00692	N/A
APC SMX1500RM2U	AS1347214303	N/A
APC SMX1500RM2U	AS1347214300	N/A
APC SMX1500RM2U	AS1347214328	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00101	1001904
APC SMX48RMBP2U	5D1305T00150	N/A
APC SMX48RMBP2U	5D1241T00687	N/A
APC SMX48RMBP2U	5D1241T00672	N/A
TRIPPLITE SMART1500RMXLN	2839LY0SM887700016	1001905
APC SMX48RMBP2U	N/A	N/A
APC SMX1500RM2U	AS1323111010	N/A
APC SMX48RMBP2U	5D1245T01644	N/A
APC SMX1500RM2U	AS1323110938	N/A
TRIPPLITE SMART3000RMXLN	2801JY0SM887B00087	1001864
APC SMX48RMBP2U	5D1245T01567	N/A
TRIPPLITE SMART1500RMXLN	2824LY0SM887700097	1001865
APC SMX1500RM2U	AS1323110983	N/A
APC SMX48RMBP2U	5D1245T01649	N/A
APC SMX1500RM2U	AS1323110945	N/A
APC SMX1500RM2U	AS1323111007	N/A
APC SMX48RMBP2U	5D1245T01648	N/A
APC SMX1500RM2U	AS1316210868	N/A
TRIPPLITE SMART1500RMXLN	2839LY0SM887700027	1001891
APC SMX1500RM2U	AS1323120990	N/A
APC SMX48RMBP2U	5D1241T00700	N/A
APC SMX1500RM2U	AS1323120993	N/A
APC SMX48RMBP2U	5D1241T00701	N/A
APC SMX48RMBP2U	5D1241T00684	N/A
APC SMX1500RM2U	AS1323120991	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00010	1001890
TRIPPLITE SMART1500RMXLN	2839LY0SM887700018	1001903
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00014	1001902
APC SMX48RMBP2U	5D1315T00061	N/A
APC SMX1500RM2U	AS1315223185	N/A
APC SMX48RMBP2U	5D1315T00082	N/A
APC SMX1500RM2U	AS1315223181	N/A
APC SMX1500RM2U	AS1312114250	N/A
APC SMX48RMBP2U	5D1315T00120	N/A
APC SMX48RMBP2U	5D1315T00068	N/A
APC SMX1500RM2U	AS1315223187	N/A
APC SMX1500RM2U	AS1323110942	N/A

APC SMX48RMBP2U	5D1315T00072	N/A
APC SMX1500RM2U	AS1316210871	N/A
APC SMX48RMBP2U	N/A	N/A
TRIPPLITE SMART1500RMXLN	2824LY0SM887700088	1001859
APC SMX48RMBP2U	5D1245T01643	N/A
APC SMX1500RM2U	AS1324225938	N/A
TRIPPLITE SMART3000RMXLN	2801JY0SM887B00090	1001856
TRIPPLITE SMART3000RMXLN	2801JY0SM887B00089	1001858
APC SMX1500RM2U	AS1323111006	N/A
APC SMX48RMBP2U	5D1321T00253	N/A
TRIPPLITE SMART1500RMXLN	2839LY0SM887700007	1001899
APC SMX1500RM2U	AS1316210867	N/A
APC SMX48RMBP2U	5D1318T01018	N/A
APC SMX1500RM2U	AS1324225916	N/A
APC SMX48RMBP2U	5D1318T01013	N/A
APC SMX1500RM2U	AS1324225936	N/A
APC SMX48RMBP2U	5D1321T00290	N/A
TRIPPLITE SMART1500RM2U	9652ALCSM669300131	N/A
APC SMX1500RM2U	AS1316210869	N/A
APC SMX48RMBP2U	5D1245T01627	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00012	1001898
APC SMX48RMBP2U	5D1321T00302	N/A
TRIPPLITE SMART1500RMXLN	2824LY0SM887700089	1001857
APC SMX48RMBP2U	5D1321T00296	N/A
APC SMX1500RM2U	AS1323120988	N/A
APC SMX1500RM2U	AS1316210864	N/A
APC SMX48RMBP2U	5D1245T01569	N/A
APC SMX1500RM2U	AS1324216370	N/A
APC SMX1500RM2U	AS1324216302	N/A
APC SMX48RMBP2U	5D1241T00779	N/A
APC SMX48RMBP2U	5D1241T00789	N/A
APC SMX1500RM2U	AS1324225920	N/A
APC SMX48RMBP2U	5D1318T00961	N/A
TRIPPLITE SMART1500RMXLN	2749GY0SM887700060	1001853
APC SMX1500RM2U	AS1324225941	N/A
APC SMX48RMBP2U	5D1318T01017	N/A
APC SMX1500RM2U	AS1324216289	N/A
APC SMX48RMBP2U	5D1238T01190	N/A
APC SMX1500RM2U	AS1324216364	N/A
APC SMX48RMBP2U	5D1305T00138	N/A
APC SMX48RMBP2U	5D1241T00796	N/A
APC SMX48RMBP2U	5D1241T00707	N/A
APC SMX1500RM2U	AS1324216350	N/A
APC SMX48RMBP2U	5D1241T00792	N/A

TRIPPLITE SMART3000RMXLN	2728DY0SM887B00058	1001852
APC SMX1500RM2U	AS1324216365	N/A
APC SMX1500RM2U	AS1324216277	N/A
APC SMX48RMBP2U	5D1241T00777	N/A
APC SMX1500RM2U	AS1323120999	N/A
TRIPPLITE SMART1500RMXLN	2839LY0SM887700020	1001895
APC SMX48RMBP2U	5D1245T01558	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00016	1001894
APC SMX1500RM2U	AS1324225910	N/A
APC SMX48RMBP2U	5D1318T00959	N/A
APC SMX48RMBP2U	5D1245T01561	N/A
APC SMX1500RM2U	AS1324225928	N/A
TRIPPLITE SMART1500RM2U	9652ALCSM669300238	N/A
APC SMX1500RM2U	AS1304214434	N/A
APC SMX48RMBP2U	5D1305T00136	N/A
APC SMX48RMBP2U	5D1305T00131	N/A
APC SMX1500RM2U	AS1304214369	N/A
APC SMX48RMBP2U	5D1329T02008	N/A
APC SMX1500RM2U	AS1347214329	N/A
APC SMX1500RM2U	AS1323120995	N/A
APC SMX1500RM2U	AS1323120948	N/A
APC SMX48RMBP2U	5D1245T01640	N/A
APC SMX48RMBP2U	5D1245T01628	N/A
TRIPPLITE SMART3000RMXLN	2726CY0SM887B00080	1001866
APC SMX48RMBP2U	5D1329T01956	N/A
APC SMX48RMBP2U	5D1329T01932	N/A
APC SMX1500RM2U	AS1347224682	N/A
APC SMX1500RM2U	AS1347224656	N/A
TRIPPLITE SMART3000RMXLN	2728DY0SM887B00088	1001850
APC SMX1500RM2U	AS1347214333	N/A
APC SMX48RMBP2U	5D1329T01961	N/A
APC SURTA3000RMXL3U	QS1346141380	N/A
APC SURT192RMXLBP3U	8S1342F10820	N/A
TRIPPLITE SMART1500RMXLN	2749GY0SM887700067	1001851
APC SMX1500RM2U	AS1323121000	N/A
APC SMX48RMBP2U	5D1245T01639	N/A
APC SMX48RMBP2U	5D1305T00139	N/A
APC SMX1500RM2U	AS1304214380	N/A
APC SMX48RMBP2U	5D1241T00668	N/A
APC SMX1500RM2U	AS1323120997	N/A
APC SMX48RMBP2U	5D1329T01864	N/A
APC SMX1500RM2U	AS1324225927	N/A
APC SURT192RMXLBP3U	5S1125T20159	N/A
APC SURTD5000RMXLT3U	QS1124250767	N/A

APC SURT192RMXLBP3U	5S1125T20198	N/A
APC SURT192RMXLBP3U	5S1125T22847	N/A
TRIPPLITE SMART3000RMXLN	2801JY0SM887B00038	1001860
APC SMX48RMBP2U	5D1329T01965	N/A
APC SMX1500RM2U	AS1347224659	N/A
APC SMX48RMBP2U	5D1329T01935	N/A
APC SMX1500RM2U	AS1347224666	N/A
APC SMX1500RM2U	AS1347224658	N/A
APC SMX48RMBP2U	5D1241T00686	N/A
APC SURTA3000RMXL3U	QS1346141066	N/A
TRIPPLITE SMART1500RMXLN	2749GY0SM887700061	1001845
TRIPPLITE SMART3000RMXLN	2728DY0SM887B00101	1001844
APC SURT192RMXLBP3U	8S1342F10778	N/A
TRIPPLITE SMART3000RMXLN	2801JY0SM887B00037	1001868
APC SMX48RMBP2U	5D1315T00159	N/A
APC SMX1500RM2U	AS1315223178	N/A
TRIPPLITE SMART3000RMXLN	2840KY0SM887B00011	1001892
TRIPPLITE SMART1500RMXLN	2839LY0SM887700026	1001893
TRIPPLITE SMART1500RMXLN	2831LY0SM887700127	1001855
APC SMX48RMBP2U	5D1315T00124	1001031
APC SMX1500RM2U	AS1315213311	N/A
APC SMX1500RM2U	AS1323110962	N/A
APC SMX48RMBP2U	5D1238T00458	N/A
APC SMX48RMBP2U	5D1321T00192	N/A
APC SMX1500RM2U	AS1316210875	N/A
APC SMX1500RM2U	AS1316210876	N/A
APC SMX48RMBP2U	5D1321T00409	N/A
APC SMX48RMBP2U	5D1315T00026	N/A
APC SMX48RMBP2U	5D1238T01189	N/A
APC SMX1500RM2U	AS1324216367	N/A
APC SMX1500RM2U	AS1323111024	N/A
APC SMX1500RM2U	AS1347214332	N/A
APC SMX48RMBP2U	5D1238T00460	N/A
APC SMX1500RM2U	AS1323111008	N/A
APC SMX48RMBP2U	5D1328T01516	N/A
APC SMX48RMBP2U	5D1238T01191	N/A
APC SMX1500RM2U	AS1323111013	N/A
APC SMX1500RM2U	AS1315213300	N/A
APC SMX48RMBP2U	5D1238T00469	N/A
TRIPPLITE SMART3000RMXLN	2801JY0SM887B00040	1001862
APC SMX48RMBP2U	5D1305T00156	N/A
APC SMX1500RM2U	AS1316220886	N/A
APC SMX48RMBP2U	5D1305T00154	N/A
APC SMX1500RM2U	AS1316220853	N/A

APC SMX48RMBP2U	5D1305T00174	N/A
APC SMX1500RM2U	AS1316221386	N/A
APC SMX1500RM2U	AS1316220821	N/A
APC SMX1500RM2U	AS1316220855	N/A
APC SMX48RMBP2U	5D1321T00381	N/A
APC SMX48RMBP2U	5D1305T00155	N/A
APC SMX48RMBP2U	5D1305T00179	N/A
APC SMX1500RM2U	AS1316220847	N/A
TRIPPLITE SMART1500RMXLN	2824LY0SM887700094	1001863
APC SMX48RMBP2U	5D1321T00372	N/A
APC SMX48RMBP2U	5D1305T00182	N/A
APC SMX1500RM2U	AS1316220851	N/A
APC SMX1500RM2U	AS1316220857	N/A
APC SMX1500RM2U	AS1316220881	N/A
APC SMX48RMBP2U	5D1321T00382	N/A
TRIPPLITE SMART1500RM2U	9652ALCSM669300205	N/A
APC SMX48RMBP2U	5S1329T19524	N/A
APC SMX1500RM2U	AS1304214355	N/A
APC SMX48RMBP2U	N/A	N/A
APC SURTA3000RMXL3U	N/A	N/A
APC SMX1500RM2U	AS1347224670	N/A
TRIPPLITE SMART1500RMXLN	2803KY0SM887700153	1001867
APC SMX1500RM2U	AS1347214297	N/A
APC SURTA3000RMXL3U	N/A	N/A
TRIPPLITE SMART1500RMXLN	2749GY0SM887700063	N/A
TRIPPLITE SMART3000RMXLN	2728DY0SM887B00060	1001846
TRIPPLITE SMART1500RMXLN	2839LY0SM887700048	N/A
APC SMX48RMBP2U	N/A	N/A

CNS SURPLUS EQUIPMENT AND FUNITURE DISPOSAL
Date: May 11, 2023
Resolution No. 60-22/23

DESCRIPTION	ARD No.	SERIAL No.
CONVECTION OVEN, STACKED, MONTAGUE 2-115	3132	174CD537

RYAN ELEMENTARY SURPLUS EQUIPMENT AND FUNITURE DISPOSAL
Date: May 11, 2023
Resolution No. 60-22/23

DESCRIPTION	ARD No.	SERIAL No.
18 1/2 x 19 BLACK STEEL SAFE	N/A	910824

11.07

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve/Ratify Notices of Employment and Changes of Status/May 11, 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: May 11, 2023 Regular Board Meeting

11.07
Agenda Placement

Hilaria Bauer, Ph.D., Superintendent

DISPOSITION BY BOARD OF TRUSTEES

Motion by: _____ Seconded by: _____

Approved: _____ Not Approved: _____ Tabled: _____

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT-
HUMAN RESOURCES DEPARTMENT
MEETING OF THE BOARD OF TRUSTEES
May 11, 2023

CERTIFICATED OFFER OF EMPLOYMENT:

I. New Hire:

1.	Sorensen, Sofia	Assistant Principal/Adelante Academy I	05/22/2023

II. New Hire-Substitute Teacher:

1.	Floirendo, Ian-Carl	04/06/2023
2.	Red, Anabelle	05/01/2023
3.	Splain, Jennifer	05/01/2023

III. Substitute Residential Teacher Contracts:

1.	Donoghue, Margo	04/03/2023-04/28/2023
2.	Faines, Anna	04/03/2023-06/08/2023
3.	Floirendo, Ian-Carl	04/06/2023-06/08/2023

IV. Employee Contract:

1.	Loia, Tiffany	New Teacher Support/Special Education Dept.	07/01/2023-06/30/2024
2.	Lopez, Danielle	Volleyball/Ocala Steam Academy	01/23/2023-03/30/2023

V. Retirements:

1.	Guerrero, Maria	3/Cureton Elementary	06/08/2023
2.	Tanner, Loretta	4/Cureton Elementary	06/08/2023

VI. End of Temporary Contract 6/30/2023:

1.	Dhami, Harmeet	Renaissance Academy I
2.	Derby, Madelaine	Renaissance Academy I
3.	Domingo, Tiffany	McCollam Elementary
4.	Edwards, Amanda	Renaissance Academy I
5.	Gutierrez, Jaime	San Antonio Elementary
6.	Perez, Celia	George Middle school
7.	Romero, Arianna	Cureton Elementary
8.	Sachdeva, Natasha	Linda Vista Elementary
9.	Sanchez, Sarah	Hubbard Media Arts Academy
10.	Souto, Andrea	Painter Elementary

VII. End of Temporary Contract Non Reelect 6/30/2023:

1.	Abely, Matthew	Sheppard Middle School
2.	Greenwell, Darwin	George Middle School
3.	Kaska, Nahrain	Painter Elementary
4.	Moore Jr., Derek	Renaissance Academy I

CLASSIFIED PERSONNEL – May 11, 2023

CLASSIFIED OFFERS OF EMPLOYMENT:

I. New Employee:

1.	Avendano, Evelyn Franco	Paraeducator 9.5mo/LUCHA	04/05/2023
2.	Bracamontes, Karina	Community Liaison 9.5mo/Cassell	03/23/2023
3.	Carrizales Pulido, Stephanie	Paraeducator 9.5mo/LUCHA	04/17/2023
4.	Carlos-Ortiz, Evangelina	Paraeducator 9.5mo & Campus Paraeducator/Painter	03/27/2023
5.	Goulding, Liam Joseph	Senior Accounting Assistant/Business Services	04/12/2023
6.	Krishnamurthy, Vidya	Office Assistant III/Payroll	04/10/2023
7.	Mendoza, Patricia	Paraeducator 9.5mo & Campus Paraeducator/Dorsa	04/17/2023
8.	Robles, Jaime Aguilar	Head Custodian I-Elementary/Dorsa	04/03/2023
9.	Valencia, Delilah	Paraeducator 9.5mo/Adelante I	04/17/2023
10.	Villacrusis, Maria V	School Office Assistant/Hubbard	04/25/2023

II. Change of Status:

1.	Arciga, Guadalupe	Autism Intervention Assistant/ Special Education Services	04/03/2023
2.	Bautista, Alejandra G	Senior Accounting Assistant/Business Services	04/10/2023

III. Retirement:

1.	Flores, Norma	Director/Student Services	07/01/2023

IV. Termination – Probationary Period:

1.	Vega, Elizabeth C	Health Assistant/Painter	04/13/2023

V. Substitute Personnel:

1.	Almaraz, Adela	Substitute Custodian	04/03/2023

11.08

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

Office of Superintendent of Schools

ITEM REQUIRING ATTENTION – BOARD OF EDUCATION

To the Board of Trustees:

Subject: **Approve CSEA, Teamsters, Supervisory, and Management Confidential Calendars for 2023 – 2024.**

Staff Analysis:

District administration met with CSEA, Teamsters, Supervisory and Management/Confidential groups to develop coordinated calendars for the 2023 - 2024 school year.

Recommendation:

District administration is recommending that the Board of Trustees approve the 2023 - 2024 calendars.

Submitted by: George Kleidon Ed.D. Title: Director of Human Resources

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

To the Board of Trustees:
Recommend Approval

Meeting: May 11, 2023
Regular Board Meeting

11.08
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

CSEA 2023/2024

JULY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27 ✦	28
31				

7/4 Fourth of July

AUGUST

M	T	W	TH	F
	1	2 ★	3 ♦	4 ♦
7	8	9	10	11
14 ●	15	16	17	18
21	22	23	24	25
28	29	30	31	

8/3 Admin. Asst. Training
8/4 Office Asst. Training
8/14 Para In-service

SEPTEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

9/4 Labor Day

OCTOBER

M	T	W	TH	F
2* NWD	3* NWD	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

10/2-3 non work day for 9.5/10 month

NOVEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	6	17
20*	21*	22*	23	24
27	28	29	30	

11/10 Veteran's Day
11/23 Thanksgiving Day

DECEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

12/25 Christmas Day

JANUARY

M	T	W	TH	F
1	2*	3*	4*	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1/1 New Year's Day
1/15 MLK

FEBRUARY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20*	21*	22*	23
26	27	28	29	

2/19 Presidents' Day

MARCH

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

3/29 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
1	2	3	4	5
8* NWD	9* NWD	10* NWD	11* NWD	12* NWD
15	16	17	18	19
22	23	24	25	26
29	30			

4/8 Spring Break
4/9 -12 non-work days for 9.5/10 month

MAY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

5/27 Memorial Day

JUNE

M	T	W	TH	F
3	4	5	6	7
10	11 ★	12	13	14
17	18	19	20	21
24	25	26	27	28

6/19 Juneteenth

	Legal Holiday
	Local Holiday
*	Students Not In Attendance
	Starting/Ending Dates for Students

✦	1st & Last Day for School Admin. Asst.'s
★	1st & Last Day for School Office Asst.'s
♦	Clerical In-service
●	Paraeducator In-Service / 1st Day

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT

TEAMSTERS 2023-2024

JULY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

7/4 Fourth of July

AUGUST

M	T	W	TH	F
	1	2	3	4
7	8 ♦	9	10	11
14 ★	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

9/4 Labor Day

OCTOBER

M	T	W	TH	F
2* NWD	3* NWD	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

10/2-3 non-work day for 9.5/10 month

NOVEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23	24
27	28	29	30	

11/10 Veteran's Day

11/23 Thanksgiving Day

DECEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

12/25 Christmas Day

JANUARY

M	T	W	TH	F
1	2*	3*	4*	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1/1 New Year's Day

1/15 MLK

FEBRUARY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20*	21*	22*	23
26	27	28	29	

2/19 Presidents' Day

MARCH

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

3/29 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
1	2	3	4	5
8* NWD	9* NWD	10* NWD	11* NWD	12* NWD
15	16	17	18	19
22	23	24	25	26
29	30			

4/8 - 12 non-work days for 9.5/10 month

MAY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

5/27 Memorial Day

JUNE

M	T	W	TH	F
3	4	5	6 + ★	7 ♦
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

6/19 Juneteenth

- Legal Holiday
- Local Holiday
- * Students Not In Attendance
- Starting/Ending Dates for Students

- \+ 1st & Last Day for CNA I (180 Days)
- ★ 1st & Last Day for CNA II (181 Days)
- ♦ 1st & Last Day for Bus Drivers (186 Days)

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
SUPERVISORY 2023-2024

JULY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

7/4 Fourth of July

AUGUST

M	T	W	TH	F
	1+	2	3	4
7	8	9	10★	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

9/4 Labor Day

OCTOBER

M	T	W	TH	F
2*NWD	3*NWD	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

10/2-3 non work day for 10 month

NOVEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23	24
27	28	29	30	

11/10 Veteran's Da

11/23 Thanksgiving Day

DECEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26*	27*	28*	29

12/25 Christmas Day

JANUARY

M	T	W	TH	F
1	2*	3*	4*	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1/1 New Year's Day

1/15 MLK

FEBRUARY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20*	21*	22*	23
26	27	28	29	

2/19 President's Day

MARCH

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

3/29 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
1	2	3	4	5
8*	9*	10*NWD	11*NWD	12*NWD
15	16	17	18	19
22	23	24	25	26
29	30			

4/8-12 Spring Break

MAY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

5/27 Memorial Day

JUNE

M	T	W	TH	F
3	4	5	6	7
10★	11	12	13	14
17	18	19	20+	21
24	25	26	27	28

6/19 Juneteenth

	Legal Holiday
	Local Holiday
*	Students Not In Attendance
	Starting/Ending Dates for Students

★	1st & Last Day for Kitchen/Satellite Supervisors (185 Days)
	12 Month Supervisor Work Year = 225 Days
	10 Month Supervisor Work Year = 185 Days
+	1st & Last Day for SLS Supervisors (199 Days)

Board Approval:

ALUM ROCK UNION ELEMENTARY SCHOOL DISTRICT
MANAGEMENT-CONFIDENTIAL 2023-2024

JULY

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

7/4 Fourth of July

AUGUST

M	T	W	TH	F
	1	2	3	4
7	8	9 ★	10	✦ 11
✦ 14	15	16	17	18
21	22	23	24	25
28	29	30	31	

SEPTEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

9/4 Labor Day

OCTOBER

M	T	W	TH	F
2*	3*	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

NOVEMBER

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20*	21*	22*	23	24
27	28	29	30	

11/10 Veteran's Day

11/23 Thanksgiving Day

DECEMBER

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26*	27*	28*	29

12/25 Christmas Day

JANUARY

M	T	W	TH	F
1	2*	3*	4*	5*
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

1/1 New Year's Day

1/15 MLK

FEBRUARY

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20*	21*	22*	23
26	27	28	29	

2/19 Presidents' Day

MARCH

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

29 Cesar Chavez (Observed)

APRIL

M	T	W	TH	F
1	2	3	4	5
8*	9*	10*	11*	12*
15	16	17	18	19
22	23	24	25	26
29	30			

4/8-12 Spring Break

MAY

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

5/27 Memorial Day

JUNE

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

	Legal Holiday
	Local Holiday
*	Students Not In Attendance
	Starting/Ending Dates for Students

✦	Mandatory Teacher Work Days
★	New Teacher Institute

Board Approval:

11.09

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: May 11, 2023
Regular Board Meeting

Information Only

11.09
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 Apr 28, 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	1	18	52	55	61	55	56	48	52	33	50	**481**	0	481	2	483
Adelante 2 K-8	2	18	45	47	48	45	41	29	15	16	10	**316**	0	316	1	317
Aptitud K-8	2	17	25	44	47	45	55	52	52	44	39	**422**	9	431	1	432
Cassell ES	0	9	34	45	40	41	44	48	0	0	0	**261**	13	274	0	274
Chavez ES	0	19	21	0	0	0	0	0	0	0	0	**40**	0	40	22	62
Cureton ES	0	10	35	40	36	36	48	46	0	0	0	**251**	19	270	1	271
Dorsa ES	0	8	35	43	42	47	48	61	0	0	0	**284**	22	306	2	308
Hubbard K-8	3	15	41	42	49	46	51	62	51	53	57	**470**	4	474	5	479
Linda Vista ES	1	23	62	68	76	64	80	59	0	0	0	**433**	20	453	13	466
LUCHA ES	0	21	25	47	42	53	51	41	0	0	0	**280**	0	280	0	280
Lyndale ES	3	17	51	48	44	34	42	48	0	0	0	**287**	21	308	27	335
McCollam ES	3	28	53	59	66	70	62	67	0	0	0	**408**	32	440	0	440
Meyer ES	5	15	35	40	30	46	47	48	0	0	0	**266**	19	285	13	298
Painter ES	2	36	45	55	54	43	38	44	0	0	0	**317**	0	317	3	320
Russo McEntee ES	3	16	48	43	50	51	50	57	0	0	0	**318**	33	351	1	352
Ryan ES	3	24	27	39	42	50	40	53	0	0	0	**278**	15	293	1	294
San Antonio ES	3	19	38	40	54	69	75	70	0	0	0	**368**	10	378	2	380
George MS	0	0	0	0	0	0	0	0	130	110	145	**385**	0	385	0	385
Ocala MS	0	0	0	0	0	0	0	0	129	119	119	**367**	8	375	0	375
Renaissance 1 MS	0	0	0	0	0	0	0	0	108	120	128	**356**	13	369	0	369
Renaissance 2 MS	0	0	0	0	0	0	0	0	94	112	124	**330**	10	340	0	340
Sheppard MS	0	0	0	0	0	0	0	0	156	168	156	**480**	9	489	0	489
Home/Hosp	0	0	0	0	0	0	0	0	0	1	0	**1**	0	1	0	1
	31	**313**	**672**	**755**	**781**	**795**	**828**	**833**	**787**	**776**	**828**	**7399**	**257**	**7656**	**94**	**7750**

Independent Study

as of Apr 28, 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	4	9	8	8	0	0	0	**32**	3	35	0	35
Renaissance 2 MS	0	0	0	0	0	0	0	0	12	20	24	**56**	2	58	0	58
	0	**0**	**2**	**1**	**4**	**9**	**8**	**8**	**12**	**20**	**24**	**88**	**5**	**93**	**0**	**93**